

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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942320683 REGISTERED 1994 10 17
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DOC 1 OF 1 DRR#: 5062648 ADR/BHYSKA
LINC/S: 0026182584

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SPECIAL RESOLUTION
OF
THE OWNERS : CONDOMINIUM PLAN NO. 942 3146

BACKGROUND

WHEREAS the Corporation wishes to repeal the By-Laws set forth in Appendix I of the Condominium Property Act and replace the By-laws with those attached hereto;

AND WHEREAS the Board of managers has been authorized to pass a special resolution to amend the by-laws of the Corporation and to provide replacement by-laws;

RESOLVED that:

the by-laws applicable to Condominium Plan No. 942 3146 being the by-laws set forth in Appendix I of the Condominium Property Act are hereby repealed and the by-laws attached hereto are passed in substitution and replacement therefor, effective as of the date on which the Registrar of the Land Titles Office for North Alberta Land Registration District has made a memorandum of the filing hereof on the Said Condominium Plan.

The seal of The Owners: Condominium Plan 942 3146 was affixed on the 13th day of September, 1994.
October

THE OWNERS: CONDOMINIUM PLAN
NO. 942 3146

[Signature]
[Signature]

the persons entitled to exercise the powers of management conferred by the Act or the By-laws and representing not less than seventy-five (75%) percent of the total unit factors for all the Units, or
(ii) signed by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing

BY-LAWS OF THE OWNERS:
CONDOMINIUM PLAN NO.

PART I - DEFINITIONS AND APPLICATION

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

- (a) "Act" means The Condominium Property Act, being Chapter 22 of the Revised Statutes of Alberta, 1980, as amended, from time to time, and any statute or statutes which may be passed in substitution for or replacement of such Act;
- (b) "Board" means the Board of Managers of the Corporation;
- (c) "building" means the Renaissance Place;
- (d) "By-laws" mean the by-laws of the Corporation, as amended from time to time;
- (e) "Commercial Unit(s)" means Unit 191;
- (f) "common expense" or "common expenses" means all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-laws including, without restricting the generality of the foregoing, all costs and expenses to the Corporation incidental to the use or ownership of all property owned by or in which the Corporation has any interest and whether real or personal property;
- (g) "common property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
- (h) "Condominium Plan" means the Plan registered by the Developer under the Act as No. 942 3146;
- (i) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- (j) "Corporation Property" means any real and personal property owned by the Corporation or in which it has an interest not included in common property and shall be deemed to include the City boulevards, laneways and sidewalks adjacent to the Parcel and any pedestrian walkway system in respect of which the Corporation is from time to time subject to obligations;
- (k) "Developer" means R & M SYNDICATED CONDOMINIUM DEVELOPMENTS INC.;
- (l) "Manager" means any manager retained from time to time by the Developer or any person, firm or corporation contractually appointed as Manager by the Board or Corporation;
- (m) "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
- (n) "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the project;
- (o) "Parcel" means the land comprised in the Condominium Plan;
- (p) "Parking Unit(s)" means those Unit(s) designated as parking units in the Condominium Plan;
- (q) "Project" or "entire project" means the building, and all common property within the Parcel as outlined on the Condominium Plan;
- (r) "Residential Unit(s)" means all Unit(s) in the building other than the Commercial Unit(s) and the Parking Unit(s);
- (s) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than seventy-five (75%) percent of the total unit factors for all the Units, or
 - (ii) signed by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing

not less than Seventy-five (75%) percent of the total unit factors for all the Units;

- (t) "Unanimous Resolution" means a resolution:
 - (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing the total unit factors for all the Units, 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 the By-laws;
- (u) "Unit" means an area designated as a Unit by the Condominium Plan;
- (w) "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 By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in THE LAND TITLES ACT, Revised Statutes of Alberta 1970, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.

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

The headings in the body of these By-laws form no part of these By-laws, but shall be deemed to be inserted for convenience of reference only.

PART II - DUTIES OF THE OWNERS

2.01 An Owner shall:

- (a) Permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
 - (i) inspecting the Unit and maintaining, repairing or replacing pipes, wires, cables, ducts, conduits, plumbing, sewers and facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the common property;
 - (ii) inspecting, maintaining, repairing or replacing common property; or
 - (iii) ensuring that the By-laws are being observed;
- (b) Forthwith carry out all work that may be required pursuant to these By-laws or as required by any municipality or other public authority in respect of his 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 his Unit;
- (c) Repair and maintain his Unit, including all windows, doors and the outside stucco surface(s) of his Unit forming part of any balcony adjoining his Unit, in a state of good repair (whether or not such items or part thereof are part of the common property) and repair and maintain in a state of good repair all common property to which the Owner has been granted a lease or exclusive right of use by the Corporation or the Board during the period of time such grant is in effect, damage by fire, storm, tempest and act of God excepted; and should the Owner of a Unit fail to repair and maintain his Unit and the common property described in this subclause (c), the Corporation may carry out such work and the provisions of By-law 1.02 (1)(4) shall have effect;
- (d) Use and enjoy the common property and the Corporation Property in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners or occupants or their respective families, visitors or invitees;
- (e) Not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause nuisance or hazard to any other Owner or occupant or their respective families, visitors or invitees;
- (f) Notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- (g) Comply with and cause all his tenants, family visitors, invitees and

other occupants of his Unit to comply with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time;

- (h) Pay to the Corporation when due all common expenses levied or assessed against his Unit together with interest on any arrears thereof at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) calculated from the date due.

2.02 An Owner shall not:

- (a) Use his Unit, other than a Commercial Unit, or the building, other than the main floor thereof, for commercial or professional purposes;
- (b) Use his Unit for any purpose that may be illegal or injurious to the reputation of the project;
- (c) Make or permit noise in or about any Unit, the common property or the Corporation Property, which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit, the common property or the Corporation Property by any other Owner or any other party. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners or other parties;
- (d) Keep or harbour in his Unit, the common property or the Corporation Property any animal, bird, domestic or household pet without the prior written consent of the Board, which consent the Board may arbitrarily withhold and may, if given, withdraw at any time on fifteen (15) days notice;
- (e) Use or permit the use of his Unit, if a Residential Unit, other than as a one-family residence and for the purpose of this sub-clause (e):
 - (i) "one-family residence" means a Unit occupied or intended to be occupied as a residence by one family only and containing one kitchen and in which no roomers or boarders are allowed; and
 - (ii) "boarder" means a person to whom room and board is regularly supplied for consideration; and
 - (iii) "roomer" means a person to whom a room is regularly supplied for consideration;
- (f) Permit his Unit, if a Residential Unit, to be occupied as a place of residence by more than such number of persons (whether adult or minor) as may be designated by the Board in writing from time to time;
- (g) Do any act or permit any act to be done or permit his Unit to be altered in any manner which will alter the exterior appearance or the structure comprising his or any other Units or which will affect the fire rating or soundproofing of a Unit;
- (h) Make any changes in the plumbing, heating, air conditioning, mechanical or electrical system within or outside any Unit without the prior written consent of the Board;
- (i) Make any change 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 such Owner has the duty to maintain, without the prior written consent of the Board;
- (j) Do anything or permit anything to be done in his Unit, or in or upon the common property or the Corporation Property which will or would intend to increase the risk of fire or the rate of fire insurance premiums with respect thereto, or do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium therefor;
- (k) Do anything or permit anything to be done in his Unit, or in or upon the common property or the Corporation Property that is contrary to any statute, ordinance, by-law or regulation of any governmental authority, whether federal, provincial, municipal or otherwise;
- (l) Leave water running unless in actual use in his Unit;

- (m) Use the toilets, sinks, tubs, drains and other water apparatus whether in his Unit, the common property or the Corporation Property for any purposes other than those for which they are constructed and further shall not throw any sweepings, garbage, rubbish, rags, ashes or other substances therein;
- (n) Store coal, gasoline or other combustible or inflammable goods or materials or any offensive goods, provisions or materials in or about any Unit, the common property or the Corporation Property;
- (o) Erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property, Corporation Property or in or about any Unit, if a Residential Unit, in any manner which may make the same visible from the outside of such Unit without prior approval of the Board; Provided however, that the foregoing shall not prevent an Owner from displaying reasonable "For Sale" signs in respect of the offering of his Unit for sale, the acceptability of any such signs to be determined by the Board;
- (p) Erect or affix to any Unit, the common property or the Corporation Property any television antenna, aerial, tower or similar structure without the prior written consent of the Board which may, if given, be withdrawn at any time on fifteen (15) days notice;
- (q) Permit laundry to be hung other than inside the Unit and providing the Unit is a Residential Unit;
- (r) Permit, erect or hang over or from or cause to be erected or remain outside any window or door or any other part of his Unit, if a Residential Unit, or in or upon the common property or the Corporation Property, fences, barriers, partitions, awnings, shades or screens or any other matter or thing, without consent in writing of the Board first had and obtained;
- (s) Do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns or grounds so as to damage them or prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds;
- (t) Deposit refuse and garbage (which shall be tightly wrapped and tied) other than in containers to be stored inside each Unit or in such location as the Board may designate in writing from time to time;
- (u) Throw anything out any windows in his Unit or on common property or Corporation Property nor permit anything of this kind to be done;
- (v) Allow his Unit to become unsanitary or unsightly in appearance;
- (w) Permit any member of his household, guests, visitors or invitees to trespass on any part of the common property or Corporation Property to which another Owner is entitled to exclusive use and without the prior consent in writing 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, concierge or manager's office, operating machinery or any other part of the common property used for the care, maintenance or operation of the Units or the common property;
- (x) When the purpose for which a Unit is intended to be used is shown expressly or by necessary implication on or by the Condominium Plan, use his Unit for any other purpose or permit the same to be used;
- (y) Obstruct or permit any sidewalks, elevators, walkways, passages or driveways or parking areas to be obstructed by family, guests, visitors or invitees;
- (z) Make or cause to be made any structural alteration or addition to his Unit which has not otherwise been specifically referred to herein, without first having the design specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the rate of eighteen (18) percent per annum (or such other rate of interest as

may be approved from time to time by the Board) from the time such costs are incurred until paid;

- (aa) Wash motor vehicles except in such a manner as will not cause nuisance or annoyance to any other Owners and in such place and at such times as the Board or Manager or nominee thereof may from time to time by regulation set forth or direct;
- (bb) Make any repairs or adjustments to motor vehicles on any common property or Corporation Property nor bring any commercial vehicles onto any common property or Corporation Property without the written consent of the Board or Manager or nominee thereof except in the course of delivery to or removal from the respective premises;
- (cc) Permit a private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature to be parked or located upon the common property or any part thereof, nor shall any motor vehicle be parked in any locations other than such Owner's Parking Unit(s) and no dead motor vehicle of any kind shall be parked in any of the Parking Units or on the common property or any part thereof;
- (dd) Bring or park on any part of the common property other than on parking space specifically designated for the same, if any, any motor vehicles, house trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind;
- (ee) Allow any motor vehicle to be driven on any part of the Parcel other than on a driveway, parking area or Parking Unit;
- (ff) Permit any motor vehicle other than a private passenger automobile to be parked in his Parking Unit without the prior written consent of the Board;
- (gg) Fail to observe and abide by all rules and regulations established from time to time by the Board for the maintenance and cleaning of debris from time to time from the Parking Units and for the safe and orderly flow of traffic in or on the Parcel including, without limitation, speed limits and directional controls;
- (hh) Allow or permit the common property including roadways to be used for the parking of motor vehicles except in such areas designated by the Corporation as "Visitor Parking". All areas designated as Visitor Parking shall be used only by guests of the Owners to park motor vehicles owned by such guests while such guests are visiting such Owner and no guest, except with the prior written permission of the manager, shall use the Visitor Parking in excess of seventy-two (72) hours per week;
- (ii) Use or permit recreational facilities to be used except in accordance with rules and regulations respecting the use thereof which the Board, the Corporation or the Manager from time to time by regulation sets forth or directs;
- (jj) Allow the area around his Unit and his Privacy Area(s) to become untidy. The Board shall be at liberty to remove any rubbish or clean up the common area in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (kk) Do anything or permit anything to be done by any of his family, guests, tenants, visitors, invitees and servants to damage, harm, mutilate, destroy, waste, alter or litter any part or parts of the common property or the Corporation Property;
- (ll) Allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use and such Owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including toys and similar things belonging to an Owner's household, be put away inside such Unit when not in actual use or be stored in appropriate places which may be designated by the Manager from time to time for such use; provided however, that with respect to bicycles, these shall be stored in appropriate places designated by the Manager from time to time for such use and none of the elevators in the building shall be utilized for movement of such bicycles unless prior arrangements satisfactory to Manager for such movement have been made;
- (mm) Do any act or thing which will result in the overloading of any existing electrical circuits;

- (nn) Fail to observe and abide by all rules and regulations established from time to time by the Board or Manager with respect to the use of any storage premises in the building;
- (oo) Permit a contractor or workman to do any work in his Unit that would disturb any residents between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
- (pp) Use Units no. 192 and 422 except for the purpose of parking of operable motor vehicles in accordance with the provisions of that Restrictive Covenant registered as Instrument No. 942 310 971 in the Land Titles Office for the North Alberta Lands Registration District against the title to Units No. 192 to 422.

2.03 The Board shall make such policy statements and rules as are required to clarify the general restrictions in By-law 2.02 and those policy statements and rules shall have the same force as any By-laws of the Corporation provided such policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.

2.04 An Owner shall ensure that his occupants, family, invitees and licensees comply with those requirements that the Owner must comply with under By-laws 2.02 and 2.03.

PART II - FURTHER DUTIES OF THE CORPORATION

3.01 In addition to the duties of the Corporation set forth in the Act, the Corporation shall:

- (a) Control, manage and administer the common property and any Corporation Property for the benefit of all of the Owners and for the benefit of the entire project;
- (b) Keep in a state of good and serviceable repair and properly maintain the fixtures, fittings, elevators, recreational facilities and other apparatus and equipment used in connection with the common property and any Corporation Property;
- (c) Do all things required of it by the Act, these By-laws, the common property rules and any other rules and regulations of the Corporation in force from time to time;
- (d) Where practical [subject always to any obligations imposed by these By-laws or the Corporation upon any Owners to maintain any part of the common property over which such Owners are granted leases or exclusive rights of use by the Corporation or the Board, establish and maintain suitable lawns, trees, shrubs, gardens and walkways on the common property or any Corporation Property but excepting Privacy Areas];
- (e) Maintain and repair (including replacement where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the common property or any Corporation Property;
- (f) Upon written request therefor made by a Unit Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner with either a duplicate original or certified copy of all policies of insurance effected by the Corporation, as well as all renewal certificates or certified copies or replacement policies and the receipt or receipts for the last premium or premiums in respect thereof; and further shall, without request therefor being required, provide the same to the registered first Mortgagee of any Unit who has notified the Corporation of its mortgage, including all renewal certificates or replacement policies issued at any time and from time to time while such mortgage remains undischarged;
- (g) Subject to the provisions of the Act, call a general meeting of the Owners and Mortgagees within:
 - (i) Ninety (90) days from the day that fifty (50%) percent of the Units are sold, or;
 - (ii) One hundred and eight (180) days from the day that the first Unit is sold whichever is sooner.

- (h) Subject to the provisions of the Act, call a general meeting of the Owners and Mortgagees 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;
- (i) Control, manage, administer, maintain and repair all chattels and other property whatsoever owned by the Corporation;
- (j) Provide adequate garbage receptacles on the common property for use by all of the Owners and provide for regular collection therefrom;
- (k) Subject to any obligations imposed by these By-laws or the Corporation or the Board upon any Owners to maintain any part of the common property or Corporation Property over which such Owners are granted leases or exclusive rights of use by the Corporation (including without limitation Privacy Areas), maintain the common property and the Corporation Property notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise and provide and maintain reasonable outside lighting;
- (l) 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 Units, including without limiting the generality of the foregoing, roofing materials and exteriors of roofs, exterior drains, and exterior trim (but excluding windows, doors and the outside stucco surface(s) of any Unit forming part of any balcony adjoining such Unit, which shall be the responsibility of the Unit Owner);
 - (ii) All fencing, posts, driveways and sidewalks;
 - (iii) All other outside hardware and accoutrements affecting the exterior appearance, useability, value or safety of the Parcel or the Units;
- (m) Provide and maintain in full force and effect all such insurance as is required by the Act and by the provisions of these By-laws to be maintained by the Corporation;
- (n) Collect and receive all contributions towards the common expenses paid by the Owners and deposit same in a separate account with a chartered bank or trust company;
- (o) Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Corporation, including but not limited to management fees, maintenance expense, fire and liability insurance and other maintenance expenses charged against or referable to any Corporation Property, common property, lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services and appraisal fees and cost of a resident manager, if any, and such other costs as the Board deems justifiable in the management or administration of the entire project;
- (p) Remove ice, snow, slush and debris from and maintain all walkways, driveways, parking lots and areas (except as otherwise provided herein) designated for pedestrian and vehicular traffic;
- (q) On the written request of an Owner, Purchaser or Mortgagee of a Unit the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - (i) a statement setting forth the amount of any contribution due and payable in respect of a Unit;
 - (ii) the particulars of:
 - (1) any action commenced against the Corporation and served upon the Corporation;
 - (2) any unsatisfied judgment or order for which the Corporation is liable; and
 - (3) any written demand made upon the Corporation for an amount in excess of \$5,000.00 that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;
 - (v) a copy of the current budget, if any, of the Corporation;
 - (vi) a copy of the most recent financial statement of the

- Corporation;
 (vii) a copy of the By-laws of the Corporation;
 (viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
- (x) At all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation by the Developer;

FURTHER POWERS OF THE CORPORATION

3.02 In addition to the powers of the Corporation set forth in the Condominium Property Act, the Corporation may:

- (a) Purchase, hire or otherwise acquire personal or real property for use by Owners in connection with their enjoyment of the common property or the Corporation Property and for the maintenance, repair or replacement of the common property or the Corporation Property;
- (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 \$2,500.00 on any single occasion or incur aggregate indebtedness at any time exceeding \$10,000.00 without such borrowing or incurring of debt being approved by ordinary resolution of the persons entitled to vote at meetings of the Corporation;
- (c) Secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by any combination of those means;
- (d) Invest as it may determine any monies in the fund for administrative expenses to the extent permitted by law for trustees under the Trustee Act of Alberta;
- (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;
- (f) Make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety, maintenance and cleanliness of recreational facilities, if any, and other parts of the common property or of any Corporation Property and do all things reasonably necessary for the enforcement of the By-laws and for the control, management, maintenance and administration of the common property generally and of any Corporation Property;
- (g) Grant a lease to an Owner under Section 40.1 of the Act or grant to an Owner the right to exclusive use and enjoyment of part of the common property, or special privileges in respect thereof, on such terms and conditions as may be determined by the Corporation or the Board from time to time, the grant to be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (h) Provide and maintain out of the contributions to be levied by the Corporation towards the common expenses or otherwise, such amounts as the Board may determine from time to time to be fair and prudent for a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of:
 - (i) any real and personal property owned by the Corporation; and
 - (ii) the common property where the repair or replacement does not occur annually;
- (i) Establish a fund for administrative expenses, sufficient, in the opinion of the Board of the Corporation, for the control, management and administration of the common property and Corporation Property, for the payment of any premiums of insurance and the discharge of any other obligations of the Corporation;
- (j) Determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (k) Raise amounts so determined by levying contributions on the Owners in proportion to the unit factor for their respective Units or as otherwise herein provided;

- (l) (i) Recover from any Owner by an action for debt or otherwise, any sum of money expended by or on behalf of the Corporation for repairs to or work done by it or at its direction and whether or not to comply with any notice, demand or order of or by a local authority or any other authority having jurisdiction in respect of that portion of the building including the Unit of the appropriate Owner or in respect of such Owner's Privacy Area or any other part of the common property or Corporation Property to which the Owner has been granted a lease or exclusive right of use by the Corporation or the Board;
- (ii) Any contribution levied as hereinbefore provided is due and payable on the passing of a resolution to that effect and in accordance with the terms of the resolution and may be recovered by an action for debt or otherwise by the Corporation against:
 - (1) the Owner at the time when the resolution was passed; and
 - (2) the Owner at the time when the action was instituted, both jointly and severally;
- (m) Charge interest on any contribution or other monies owing to it by any Owner or other person at the rate of eighteen (18%) percent per annum or such other rate of interest as may be approved from time to time by the Board;
- (n) Charge a reasonable fee to compensate it for the expenses it incurs in producing and providing any documents required hereunder or under the Act;
- (o) Do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the common property and the Corporation Property and any part of the Units with which it may be concerned;
- (p) Pay an annual honorarium, salary, or stipend to a member or members of the Board as may be determined from time to time by ordinary resolution of the Corporation;
- (q) On ordinary resolution of the Corporation, require that all members of the Board shall be bonded by recognized bonding institutions in an amount of not less than \$10,000.00, the cost of such bonding to be a common expense of the Corporation.

PART IV - THE BOARD OF MANAGEMENT OF THE CORPORATION AND ELIGIBILITY FOR THE BOARD

4.01 The Board, 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 subject always however to any restrictions imposed or directions given at a general meeting. Until the first annual general meeting of the Owners, the Board shall consist of a nominee or nominees of the Developer. Thereafter the Board shall consist of not less than three (3) nor more than seven (7) persons and shall be elected at each annual general meeting, but where there are no Mortgagees 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 may designate. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time.

4.02 At each annual general meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect a new Board.

4.03 Where a vacancy occurs on the Board under By-law 4.15 hereof, the Board may appoint a person to fill that office for the remainder of the former member's term.

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

4.05 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 who has attained the age of majority shall be eligible for nomination and election to the Board provided that no Owner who is indebted to the Corporation for an assessment or assessments which are more than thirty (30) days overdue shall be eligible for election or membership on the Board.

4.06 Any corporate Owner of a Unit may nominate any person who has attained the age of majority for election to the Board as the representative of that corporate Owner on the Board.

4.07 At any election of Directors each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

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

4.09 At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a Chairman, a Vice-Chairman and a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The Chairman of the Board shall have a casting vote in addition to his original vote.

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

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

4.12 The Board may:

- (a) Meet together for the conduct of 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 him specifying the reason for calling the meeting;
- (b) Employ or authorize the Manager to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the common property and the Corporation Property and in that respect may authorize those persons to exercise the powers of and carry out the duties of the Corporation;
- (c) Subject to any restriction imposed or direction given at a general meeting of Owners, delegate to one or more of its members such of its powers and duties as it thinks fit, and may at any time revoke such delegation;
- (d) Set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses that it incurs in producing and providing any documents required hereunder or under the Act;
- (e) Provide for such cash reserves for the replacement of capital assets and improvements and for operation reserves as it deems desirable from time to time;
- (f) From time to time, designate, at its discretion, space devoted to storage for the Owners' use and, in its discretion, may enter into agreements for the rental thereof;
- (g) Designate and at all times maintain such portion of the common property as it deems appropriate for visitor parking exclusively;
- (h) Provide for such security personnel and devices as it deems desirable from time to time.

4.13 The Board shall:

- (a) Cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (b) Cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides to be the responsibility of the Treasurer;

- (d) Cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures thereof, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- (e) Maintain financial records of all the assets, liabilities and equity of the Corporation;
- (f) 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 therefor copies of all minutes of all meetings of the Corporation;
- (g) Unless and except as otherwise resolved by Special Resolution of the Corporation, at least once in each year cause the books and accounts of the Corporation to be audited by a chartered accountant or certified general accountant and shall submit the report of the auditor to the annual general meeting of the Corporation and the cost of such audit shall be an obligation of the Corporation;
- (h) Within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the date that person became or ceased to be, as the case may be, a member of the Board;
- (i) Unless and except as otherwise resolved by Special Resolution of the Corporation, employ for and on behalf of the Corporation an independent professional management agency, agent or manager (herein referred to as the "Manager") to supervise, manage, carry out and perform any and all of the duties of the Corporation as the Board may determine from time to time, subject always to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. Without limiting the generality of By-law 5.03 hereof, if any group of persons entitled to vote representing twenty-five (25%) percent of the total unit factor of the Units shall at any time be dissatisfied with the fitness or suitability of such Manager employed as aforesaid or the adequacy of the work or service performed by it, such group of persons may by requisition addressed to the Corporation require the calling of an extraordinary general meeting and upon such requisition being made, the Board shall forthwith call an extraordinary general meeting of the Corporation to consider the complaint or complaints of such group of persons and the continuance or termination of the employment of such Manager and/or terms thereof and/or the employment of a replacement shall be considered and determined by ordinary resolution at such meeting and the Board shall govern itself according to such resolution.

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

4.15 The office of a member of the Board shall, ipso facto, be vacated:

- (a) If he becomes insolvent or falls into arrears in payment of any instalments or payments required to be made by him as an Owner as herein set forth;
- (b) If he becomes of unsound mind or mentally incompetent, or a lunatic, or dies;
- (c) If he is convicted of an indictable offence;
- (d) If he resigns his office by writing, under his hand, sent to or left at the registered address of the Corporation or delivered to another officer of the Corporation;
- (e) If he be absent from three (3) consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that his office be vacated; or
- (f) If he is the representative of a corporate Owner of a Unit and such corporate Owner becomes insolvent or falls into arrears in payment of any instalments or payments required to be made by it as an Owner as herein set forth or makes an assignment for the benefit of its creditors or if proceedings are commenced to wind-up such corporate Owner other than for the purpose of amalgamation or reconstruction.

4.16 The Corporation shall have a common seal which shall at no time be used or affixed to any instrument except in the presence of at least two (2) members of the Board or in the presence of any one (1) or more members of the Board as may be authorized from time to time by resolution of the Board, who shall each sign every instrument to which the common seal is affixed, except that where there is only one (1) member of the Corporation his signature shall be sufficient for the purpose of this By-law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purposes of this By-law and provided further that the common seal may be affixed to estoppel certificates of the type referred to in By-law 11.01 hereof in the presence of and attested by either the Manager or one (1) member of the Board.

4.17 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 to sign the same with or without co-signing by any officer or officers.

PART V - MEETINGS

5.01 The first annual general meeting shall be called by the Board in accordance with the requirements of the Act. Subsequent annual general meetings shall be held once in each calendar year and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

5.02 All meetings of the Board and general meetings shall be conducted according to the rules of procedure adopted by the Board. All general meetings other than annual general meetings shall be called general meetings.

5.03 The Board may whenever it thinks fit, and shall upon a resolution in writing made by persons entitled to vote representing not less than twenty-five (25%) percent of the total unit factors for Units, or upon the request in writing from Mortgagees holding registered mortgages against Units in respect of which corresponding unit factors represent not less than twenty-five (25%) percent of the total unit factors under the Condominium Plan, convene a general meeting. The Board will convene annual general meetings as and whenever required by the provisions of these By-laws and the Act.

5.04 Ten (10) days' notice of every meeting specifying the place, the date and the hour of meeting and, in 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-recapit of that notice by any Owner or any first Mortgagee does not invalidate any proceedings at any such meeting; provided however, that if the special business to be conducted at the meeting will require a Special Resolution, then notice as provided for herein must be given to any such registered first Mortgagee and failure to give such notice will invalidate the Special Resolution.

5.05 The Chairman of the Board and in his absence the Vice-Chairman (if any) of the Corporation shall act as Chairman of the meeting. In the absence of both the Chairman and Vice-Chairman then at the commencement of the meeting a Chairman of the meeting shall be elected.

5.06 Except as otherwise provided in these By-laws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing not less than twenty-five (25%) percent of the Units constitute a quorum at any general meeting or annual general meeting.

5.07 If within one-half (1/2) hour from the time appointed for a general meeting or an annual 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 or represented by proxy constitute a quorum for the purpose of that meeting.

5.08 The Order of Business at an annual general meeting, and as far as practicable at all general meetings, shall be:

- (a) If the Chairman or the Vice-Chairman of the Board shall be absent the election of the Chairman of the meeting;
- (b) Call to order by the Chairman;
- (c) Calling of the roll and certifying the proxies;
- (d) Proof of notice of meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of Committees;
- (h) Consideration of the accounts;

- (i) Election of Board (if necessary);
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

5.09 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 Chairman 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. A demand for a poll may be withdrawn.

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

5.11 In the case of an equality in the votes whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

5.12 On a show of hands each person entitled to vote shall have one (1) vote; on a poll the number of votes that a person may cast shall correspond to the unit factors for the respective Units owned by or mortgaged to that person. Except for those matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by a simple majority vote.

5.13 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 his proxy is in order, and the votes shall be so counted.

5.14 An instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee.

5.15 Where a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting of the Corporation, would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.

5.16 If a Unit is owned by more than one person, those co-owners may vote personally or by proxy and

- (a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them, and
- (b) in the case of a vote taken by a poll, a co-owner is entitled to that portion of the vote applicable to the Unit as is proportionate to his interest in the Unit.

Any co-owner may demand that a poll be taken.

5.17 Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest or if his interest is mortgaged by registered mortgage notified to the Corporation the Mortgagee under such mortgage is alone entitled to vote, whether on a show of hands or a poll, and this By-law is applicable whether by the Act the Unanimous Resolution of the Owners is required or not.

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

5.19 Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of voting conferred on an Owner may or shall be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote.

5.20 A resolution of the Board in writing signed by all of the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

5.21 Subject to the provisions of the 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 a Corporation would be entitled to exercise the powers of voting under

the Act and these By-laws 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 a Unanimous and a Special Resolution.

5.22 Except as provided in By-law 5.25 or Section 21 of the Act, there are no restrictions or limitations on an Owner's right to vote at an annual general meeting or a general meeting.

5.23 Where, at the time of an annual general meeting or a general meeting, an Owner has not paid to the Corporation all contributions that are due and owing in respect of his Unit, that Owner is ineligible to cast a vote at that meeting in respect of any resolution other than a Special Resolution or a Unanimous Resolution.

5.24 An Owner's ineligibility to cast a vote does not affect the right of the Mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.

PART VI - VIOLATION OF BY-LAWS

6.01 Any infraction or violation of or default under these By-laws of any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default (including costs as between solicitor and client) shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) until paid.

6.02 The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgement, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right or any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

6.03 In addition, the Corporation may exercise the powers provided for in Section 29 of the Act.

PART VII - DEVELOPER'S RIGHTS

7.01 During such time as the Developer is the Owner of one or more Units, it shall have the right to maintain any Unit or Units whether owned or leased by it as a display Unit, Units and to carry on all such sales or leasing functions as it considers necessary from time to time in or about such Unit or Units and the Developer shall have the right to maintain construction offices, displays and signs in or about the common property of the project until all Units have been sold by the Developer.

PART VIII - INSURANCE

8.01 The Board, on behalf of the Corporation, shall obtain and maintain at all times, to the extent obtainable, insurance on all of the Units (including the bathroom and kitchen fixtures initially installed therein but excluding furnishings, improvements, appliances and other property brought into or installed in Units by Unit Owners and personal property stored by Unit Owners on the common property, the insuring of which shall be the responsibility of the Unit Owners) and all the insurable common property and Corporation Property to the full replacement value thereof, without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:

- (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
- (b) coverage to the full replacement value of all buildings and other fixed improvements comprising the condominium and all chattels and other property belonging to the Corporation or forming part of the common property;
- (c) adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- (d) coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution of the Corporation;

- (e) that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Unit Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
- (f) that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any Mortgagee in any way or to any extent;
- (g) standard mortgagee endorsements in favour of all Mortgagees who have notified their interests to the Corporations;
- (h) that no policy may be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all Mortgagees of Units who have given prior written notice to the Corporation of their interests.

8.02 Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall, unless determined otherwise by ordinary resolution of the Corporation, obtain an appraisal of the full replacement value of the buildings including all of the Units, common property and the Corporation Property from a qualified appraiser of real property; provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by or on behalf of the Corporation. The Board shall review the insurance coverage and maintain it at the levels required by these By-laws.

8.03 In the event that it is resolved by Unanimous Resolution of the Corporation or is ordered by a Court under the Act that the Corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all Units, then the insurance proceeds shall be apportioned between all those Owners whose Units or common property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and secondly shall pay such proceeds as follows:

- (a) firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent loss is apportioned to the respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);
- (b) secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder, the Manager shall have regard to the interests of all Owners, Mortgagees, and the Corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Manager shall be first notified to all the Owners, Mortgagees and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the Manager, then such party must notify the Manager in writing within thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Manager may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution, the Manager shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 50 and 52 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

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

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

8.06 Policies of physical damage insurance shall provide that the Manager shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the building and the determination by Unanimous Resolution of the Corporation or by order of the Court of Law having jurisdiction in that behalf to terminate the condominium status of the building and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Manager 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 policies of insurance effected by the Board.

8.07 The Board shall also obtain and maintain public liability insurance, to the extent available, insuring the Board, the Corporation (and their respective officers, members, agents and employees while acting within the course and scope of their duties as such) and the Owners and their invitees, licensees or tenants, against any liability to third parties or to any other Owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units in the project and all common property and all Corporation Property. Limits of liability under such insurance shall be not less than ONE MILLION (\$1,000,000.00) DOLLARS for combined bodily injury and property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross liability endorsement 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.

8.08 An Owner may, and upon the written request of his Mortgagee, an Owner shall, carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by any Unit Owner.

8.09 The Board shall provide any Mortgagee on request with a duplicate original or certified copy of all fire insurance policies and endorsements and to provide Owners on written request with certification of insurance and further, on receipt of written request from a Mortgagee, shall provide such Mortgagee with renewal certificates or a certified copy of any and all replacement policies not later than ten (10) days before the expiry date of a current policy.

8.10 All policies of insurance shall name as insured both the Corporation and the Owners from time to time of all Units within the Parcel, and the Board shall, with respect to any public liability insurance maintained hereunder, be covered under such liability policy.

8.11 Where it has been determined that there has been substantial damage to any of the improvements forming part of the project, the Board shall so notify all Owners and all Mortgagees who have given written notice of their respective mortgages to the Corporation.

PART IX - DAMAGE OR DESTRUCTION

9.01 No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the common property or any part thereof.

9.02 The Corporation shall not be responsible to the Owner for any loss, damage or expense caused by an overflow or leakage of water from any adjoining Units, common property or Corporation Property or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.

9.03 Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or replacing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or common property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris.

9.04 Each Owner shall indemnify and save harmless the Corporation from all losses, costs, damages, injury or liability whatsoever which the Corporation may sustain or incur resulting from or caused by any maintenance, repair or replacement rendered necessary to the common property, to Corporation Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

PART X - ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS

10.01 The common expenses of the Corporation shall, without limiting the generality thereof, include the following:

- (a) All levies or charges on account of electricity, water, gas and fuel service supplied to the Corporation for the common property and for the benefit of all Owners and such levies or charges against the Corporation Property;

- (b) Management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
- (c) All the charges on account of lawn maintenance and for ice, snow and debris removal from Corporation Property and common property, excepting Privacy Areas and any other common property to which the Owner has been granted a lease or exclusive license to use by the Corporation;
- (d) All charges on account of lighting fixtures situated on common property and such charges for the Corporation Property;
- (e) All charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these By-laws;
- (f) All charges on account of maintenance for common property for which the Corporation is responsible under these By-laws and for maintenance costs in respect of the Corporation Property;
- (g) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
- (h) All realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising the Corporation Property which is not included in the Condominium Plan;
- (i) All amounts for the Capital Replacement Reserve Fund;
- (j) All costs of and charges for all professional services required by the Corporation including without limitation all legal and accounting fees and disbursements;
- (k) All costs and expenses whatsoever, including all maintenance and repair costs, taxes, financing charges, common expense Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself.

10.02 At least thirty (30) days prior to the beginning of each calendar year, the Corporation or, at its request, the Board or the Manager, shall estimate the amount of the common expenses that will be incurred or required in such calendar year, which estimate of common expenses shall include reasonable provision for contingencies, replacements and for the Capital Replacement Reserve Fund 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 herein called "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 factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Corporation 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 or for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Corporation may determine. If the amounts so estimated prove inadequate for any reason, including non-payment of an Owner's assessment, the Corporation 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.

10.03 The common expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve equal consecutive monthly instalments payable, in advance, on the first day of each month, the first instalment to be made on the first day of the month immediately following receipt of such notice of assessment.

10.04 All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

10.05 Within ten (10) days following written application therefor by the Owner the Corporation shall furnish to the Owner a statement setting forth as of its date the amount of any unpaid assessments then due from such Owner and the amount outstanding, if any, in the Capital Replacement Reserve Fund and belonging to the Corporation but contributed by each Owner.

10.06 The omission by the Board or the Manager to fix the assessment hereunder for the next ensuing year shall not be deemed a waiver or modification in any

respect of the provisions of these By-laws, or release of the Owner or Owners from their obligations to pay the assessments or special contributions, or any instalments thereof, for any year or period, but the assessments fixed for the preceding year shall continue until new assessments are fixed. No Owner can exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the common property or the Corporation Property or by vacating or abandoning his Unit.

10.07 If at any time it appears that the annual assessment or contribution towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated common expense. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their unit factors as shown on the Condominium Plan. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) from the due date until paid.

10.08 The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid assessment, instalment or payment due to the Corporation, which lien shall be a first, paramount lien against such estate or interest subject only to the rights of any registered first Mortgages and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so often as there shall be any such unpaid instalment or payment, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid assessment, instalment or payment, which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all instalments and/or payments, and interest thereon at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time.

Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.

Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment 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 collectible as such. Any action, suit or proceedings to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same.

10.09 Notwithstanding all other provisions hereof, the lien, charge or security provided for in By-law 10.08 hereof shall be subject always and subordinate to, and shall not affect the rights of the holder of any mortgage registered against a Unit prior to the recording of the Corporation's lien or charge upon the Unit title, and the Corporation or other party shall, upon the request of such prior registered Mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said Mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a prior registered Mortgagee in respect of a Unit title against which it has registered its mortgage.

PART XI - NOTOPPEL CERTIFICATES

11.01 Any certificate as to the Owners' position with regard to expense assessments or otherwise, issued by the Corporation, signed by either the Manager or one (1) member of the Board and under the corporate seal, shall be deemed an

estoppel certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against the Unit Owner of all obligations of the Unit Owner whether improperly stated in such estoppel certificate or not.

PART XII - LEASING OF UNITS

12.01 In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the By-laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

12.02 The Corporation is authorized to:

- (a) Impose and collect deposits under Section 44 of the Act;
- (b) Give notices to give up possession of Residential Units under Section 45 of the Act; and
- (c) Make applications to the Court under Section 46 and 47 of the Act.

PART XIII - OBSERVANCE OF BY-LAWS AND SEVERABILITY

13.01 The Corporation, the Board and all Owners, tenants and other occupants of Units shall observe and obey all By-laws as are applicable to each of them and as amended from time to time whether or not such By-laws or any part thereof are registered at the Land Titles Office.

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

PART XIV - NOTICES

14.01 Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at its address as shown on the Condominium Plan at Edmonton, Alberta, and to any Mortgagee of the Owner's Unit at its address supplied to the Corporation. Any notice given by post shall, subject to By-law 14.02 hereof, be deemed to have been sent and received Seventy-two (72) hours after it is posted. An Owner or a Mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a Mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act and these By-laws.

14.02 In the event of interruption of mail service, any notice given by post shall be deemed to have been sent and received two (2) days after the day upon which mail service is resumed.

PART XV - NOTICE OF DEFAULT TO MORTGAGEES

15.01 Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee.

PART XVI - BEST RETIREMENT ON TERMINATION

16.01 Subject to the provisions of the Act and the By-laws, upon termination of the Corporation for any reason, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their unit factors.

PART XVII - COMPANY WHICH IS MEMBER OF BOARD

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

the Board.

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

PART XVIII - PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY AND CORPORATION PROPERTY

18.01 Subject always to By-law 18.02, the Board may, from time to time, on such terms and conditions as it may determine, designate for the exclusive use and enjoyment of an Owner of a Unit a portion or portions of the common property or Corporation Property to be used exclusively by such Owner.

18.02 If the Owner shall fail to properly maintain any common property or Corporation Property for which he is granted a lease or an exclusive right or license to use after ten (10) days notice to him to correct any maintenance problem set forth in a notice from the Board, then the Board or its representative may order the maintenance problem corrected and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the rate of eighteen (18%) percent per annum (or such other rate of interest as may be approved from time to time by the Board) after demand for payment until paid in full.

18.03 The Corporation and its servants and agents shall, notwithstanding the grant of any lease, right, license or privilege of exclusive use of any common property or Corporation Property to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time, to enter upon, pass and repass over, and occupy any and all parts of such property for the purpose of carrying out any of the duties or functions of the Corporation.

PART XIX - AMENDMENT OF BY-LAWS

19.01 These By-laws or any of them may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise.

PART XX - REALTY TAXES

20.01 The realty taxes and other municipal and governmental levies or assessments against land, including improvements comprising all or any part of the Units and the common property comprising the Condominium project shall be assessed and imposed in accordance with the provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the common property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned amongst all the Owners in proportion to their unit factors as shown on the Condominium Plan.

20.02 The realty taxes and other municipal and governmental levies or assessments against the Corporation Property (which is not included in the Condominium Plan) shall be included in the common expenses of the Corporation and dealt with as such in accordance with the provisions of these By-laws.

PART XXI - INDEMNITY

21.01 The Corporation shall indemnify every member of the Board and every Manager, officer or employee and his or her heirs, executors and administrators against all losses, costs and expenses, including solicitor and client fees, reasonably incurred by him in connection with any action, suit or proceeding to which it, he or she may be made a party by reason of its, his or her being or having been a member of the Board, Manager or officer or employee of the Corporation, except to the extent such losses, costs and expenses are attributable to the negligence or wrongful act or omission of the party in question. All liability, losses, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses.

PART XXII - RETAIL UNITS

- 22.01 (a) The Retail Units owned by the Corporation and its successors in title thereto, notwithstanding anything contained in these By-laws, shall be operated in a manner consistent with retail premises in downtown Edmonton. In particular, but without restricting the generality of the foregoing, except where specifically stated, the use and occupancy rules contained in these By-laws other than this By-law 22 shall not be applicable to the Retail Units provided that the operation of those Units comply in all respects with City of Edmonton Planning and Building Development regulations, City of Edmonton fire protection and electrical by-laws and City of Edmonton public health by-laws.
- (b) The Owner of a retail Unit shall be entitled to place signage, canopies, awnings, patios and other improvements on the Common Property of the Corporation provided that the same are installed immediately adjacent to such Retail Units, that the Owners thereof shall be responsible for the maintenance and care thereof, that the Board has first approved of same and the design, colour, materials and other specifications thereof and that all City of Edmonton by-law requirements are met in respect of such improvements.
- (c) A Retail Owner shall not conduct the following business nor methods of doing business from a Retail Unit;
- (i) a private auction or a fire, bulk, "going out of business" or bankruptcy sale or auction, other than a bulk sale to a purchaser of the retail Unit;
 - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
 - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the Building;
 - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures;
 - (v) sleeping apartments or lodging rooms;
 - (vi) the use of vending amusement equipment, unless such is expressly consented to by the Board; or
 - (vii) a type of business which is morally objectionable or inconsistent with the mixed use of the Building, in the reasonable discretion of the Board.

PART XXIII - MISCELLANEOUS

23.01 Any Manager shall be bonded for a least one-half (1/2) of a fiscal year's projected expenditures unless otherwise decided by the Board provided that bonding protection for a Manager of the Condominium project is obtainable in the Province of Alberta at Reasonable cost.

23.02 No more than two (2) registered Mortgagees or representatives may be members of the Board at any one time.

The Seal of The Owners: Condominium Plan No. 942 3146 was affixed on the 13th day of ~~September~~, 1994.
October

THE OWNERS: CONDOMINIUM PLAN
NO. 942 3146

[Signature]
Maria Agarwal