

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161274350

ORDER NUMBER: 31843108

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

NEWPORT POINTE 2000

NOTICE OF CHANGE OF BYLAWS

(CDE-1: FORM 3)

(CONDOMINIUM PROPERTY ACT, s. 32)

CONDOMINIUM CORPORATION NO. 041 0316 ("the Corporation") hereby certifies that by a special resolution passed as of the 30th day of June, 2016:

- (a) the Corporation's bylaws, being the Bylaws registered as instrument #041 058 978 on February 10, 2004, are repealed, and
- (b) the bylaws attached to this form shall become the Bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 30th day of September, 2016, in the presence of its proper signatories set forth below.

CONDOMINIUM CORPORATION NO.
041 0316

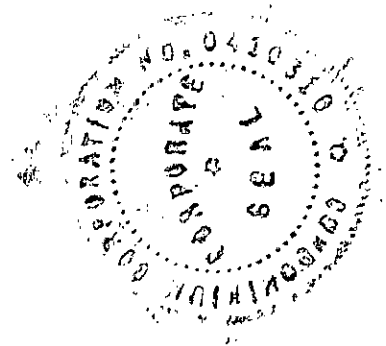
Per: 

Signature
DIRECTOR

Per: 

Signature
DIRECTOR

(Corporate Seal)



NEWPORT POINTE 2000

BYLAWS OF CONDOMINIUM CORPORATION NO. 041 0316

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #041 058 978 ON FEBRUARY 10, 2004.

INDEX

NUMBER	PAGE
I. DEFINITIONS AND INTERPRETATION	1
1. DEFINITIONS.....	1
2. MISCELLANEOUS PROVISIONS	4
II. THE OWNERS.....	5
3. DUTIES OF THE OWNERS	5
III. THE CORPORATION	8
4. DUTIES OF THE CORPORATION.....	8
5. POWERS OF THE CORPORATION	11
IV. BOARD MEETINGS	13
6. THE CORPORATION AND THE BOARD	13
7. COMPOSITION OF THE BOARD.....	13
8. TERM OF OFFICE AND RETIREMENT FROM BOARD.....	13
9. ELIGIBILITY FOR RE-ELECTION TO BOARD.....	14
10. REMOVAL FROM BOARD	14
11. CASUAL VACANCY ON BOARD.....	14
12. QUORUM FOR BOARD	14
13. OFFICERS OF THE CORPORATION	14
14. CHAIRMAN OF BOARD MEETINGS.....	14
15. DUTIES OF OFFICERS	15
16. VOTES OF BOARD	15
17. FURTHER POWERS OF BOARD	15
18. ADDITIONAL DUTIES OF THE BOARD.....	16
19. DEFECTS IN APPOINTMENT TO BOARD	17
20. VACATING OFFICE OF BOARD MEMBER.....	17
21. SIGNING AUTHORITIES	18
V. OWNERS' MEETINGS	18

22.	CORPORATE SEAL	18
23.	ANNUAL GENERAL MEETINGS	19
24.	EXTRAORDINARY GENERAL MEETINGS	19
25.	CONVENING EXTRAORDINARY GENERAL MEETINGS	19
26.	NOTICE OF GENERAL MEETINGS	19
27.	PROCEEDINGS AT GENERAL MEETINGS	19
28.	QUORUM FOR GENERAL MEETINGS	20
29.	ADJOURNMENT FOR LACK OF QUORUM	20
30.	CHAIRMAN FOR GENERAL MEETINGS.....	20
31.	ORDER OF BUSINESS FOR GENERAL MEETINGS.....	20
32.	VOTING BY SHOW OF HANDS	21
VI.	VOTING	21
33.	POLL VOTES	21
34.	VOTING CALCULATION	21
35.	VOTES PERSONALLY OR BY PROXY.....	22
36.	PROXIES	22
37.	ELIGIBILITY TO VOTE	22
38.	VOTE BY CO-OWNERS	22
39.	RESOLUTION OF THE OWNERS	22
40.	SUCCESSIVE INTERESTS	22
41.	TRUSTEE VOTE	23
42.	VOTING RIGHTS OF MORTGAGEE.....	23
VII.	BYLAW ENFORCEMENT AND AMENDMENT	23
43.	VIOLATION OF BYLAWS	23
44.	AMENDMENT OF BYLAWS	24
VIII.	DAMAGE AND INSURANCE.....	24
45.	DAMAGE OR DESTRUCTION.....	24
46.	INSURANCE.....	26
IX.	COMMON EXPENSES	30
47.	CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS	30
48.	SPECIAL ASSESSMENTS.....	34
49.	DEFAULT IN PAYMENT OF ASSESSMENTS.....	34
X.	MISCELLANEOUS	36
50.	ESTOPPEL CERTIFICATE.....	36
51.	LEASING OF UNITS	36
52.	SEVERABILITY	37

53.	NOTICES.....	37
54.	NOTICE OF DEFAULT TO MORTGAGEES.....	38
55.	DEBT RETIREMENT ON TERMINATION.....	38
56.	COMPANY WHICH IS MEMBER OF BOARD.....	38
57.	ALTERNATE BOARD REPRESENTATIVE	38
58.	PRIVACY AREAS AND PARKING AREAS.....	39
59.	REALTY TAXES	40
60.	INDEMNIFICATION OF OFFICERS AND MANAGERS	40
61.	NON-PROFIT CORPORATION.....	41
62.	USE AND OCCUPANCY RESTRICTIONS	41
63.	CHANGE OF LEGISLATION.....	52
64.	MEDIATION AND ARBITRATION	52
65.	RESTRICTIVE COVENANTS	52

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

NOTE: These Bylaws have been passed by Condominium Corporation No. 041 0316 for the purpose of repealing, substituting and replacing the Bylaws registered in the South Alberta Land Registration District as Instrument #041 058 978 on February 10, 2004.

I. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) "Board" means the Board of Directors of the Corporation;
- (c) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- (d) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;
- (e) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common and Reserve Expenses in these Bylaws;
- (f) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Residential Unit or Parking Unit shown on the Condominium Plan and which is designated as Common Property on the Condominium Plan;
- (g) "Condominium Plan" means the Condominium Plan registered under the Act as No. 041 0316;
- (h) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 041 0316";
- (i) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (j) "Equipment" means the heating, ventilation, air-conditioning, elevating and other Equipment installed by the developer and necessary for the operation thereof;
- (k) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder;
- (l) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding

and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;

- (m) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (n) "Manager" means any condominium property manager contractually appointed by the Board including, but not limited to, a resident manager;
- (o) "Municipality" or "Municipal" means the City of Calgary;
- (p) "Newport Encumbrance" means the encumbrance in the nature of a rent charge under the jurisdiction of the Newport Phase 1 Amenities Association Ltd. for the purposes of maintaining certain private parcels located within Phase 1, and to landscape and maintain certain median strips and corner cut strips of the municipal roadway known as 100 Country Village Landing N.E.;
- (q) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year;
- (r) "Ordinary Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- (s) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a tenant or Occupant;
- (t) "Parcel" means the land comprised in the Condominium Plan;
- (u) "Parking Stall" means a Parking Stall on the Parcel that is used or is intended to be used for parking purposes;
- (v) "Parking Unit" or "Parking Unit Owner" means the Units intended to be used for parking purposes, or the persons who are registered as "Owners" thereof;
- (w) "Privacy Area(s)" means any areas granted to an Owner pursuant to Bylaw 58;
- (x) "Private Motor Vehicle" means cars, light trucks up to ¾ ton size, mini-vans, motorcycles and sport utility vehicles;

- (y) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and building which constitute the Units and Common Property;
- (z) "Regulation" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (aa) "Residential Unit" or "Residential Unit Owner" means the Units intended to be used for residential purposes, or the persons who are registered as "Owners" thereof;
- (bb) "Roadway" means the access road constructed on Plan 021 2245, Block 2, Lot 7, which provides access to the Parcel and the Condominium Corporation No. 031 2332;
- (cc) "Shoreline Encumbrance" means the encumbrance in the nature of a rent charge under the jurisdiction of the Country Hills Town Centre Shoreline Association Ltd., for the purposes of landscaping and to maintain certain Municipal reserves and to improve a storm water retention pond, related shoreline treatment and Municipal reserve parcel and to perform the maintenance in respect of such improvements;
- (dd) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (ee) "Spouse" includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- (ff) "Unit" means a space situated within a building and described as a Unit in the Condominium Plan and shall include for the purposes of these Bylaws:
 - (i) all window screens and screen doors;
 - (ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;
 - (iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood look-alikes;

- (iv) all non-load bearing partitions, including their studs;
 - (v) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air-conditioning systems, whether or not they were installed at the time of Unit construction or at a later date;
 - (vi) all electrical appliances and fixtures and all insulation in the Unit;
 - (vii) all Unit plumbing including pipes and fixtures inside the interior finishing of the floors, walls and ceilings of a Unit including, but not limited to:
 - A) bathroom fixtures such as baths, toilets and sinks;
 - B) bathtub trap;
 - C) kitchen sink and pipes under sink;
 - D) all water taps (kitchen and bathroom);
 - E) zone valves, heating pipes, fins and covers;
 - (viii) all interior doors and hardware; and
 - (ix) all Unit electrical including, but not limited to, panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of a Unit;
- (gg) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

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

2. MISCELLANEOUS PROVISIONS

In addition:

(a) Headings

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

(b) Rights of the Corporation and Owners

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

(c) Conflict With Act

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

(d) Extended Meanings

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

II. THE OWNERS**3. DUTIES OF THE OWNERS**

An Owner SHALL:

- (a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), to enter his Unit for the purpose of:

- (i) inspecting the Unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;
- (ii) maintaining, repairing or renewing the Common Property;
- (iii) ensuring that the Bylaws are being observed;
- (iv) doing any work for the benefit of the Corporation generally; and
- (v) gaining access to meters monitoring the use of any utility.

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

- (b) forthwith:

- (i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and
- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit.

- (c) duly and properly clean, wash, repair, maintain and, when required, replace at the expense of the Owner:
- (i) the interior of the Unit and all contents therein including all fixtures, appliances, improvements and additions thereto;
 - (ii) all windows of the Unit that are located on the interior walls of the Unit and the washing of all windows or sliding glass doors that are accessible to an Occupant. An Owner shall repair and replace all screens, hardware, weatherstripping and interior trim of windows and sliding glass doors;
 - (iii) the doors of a Unit located on the interior walls of a Unit including the painting of the interior finishing of Unit access doors. An Owner shall repair and replace all door screens, door hardware, weatherstripping and the interior trim of Unit access doors. Door handles and knobs are subject to Board approval;
 - (iv) thermostats, zone valves, heating pipes, fins and covers within the Unit;
 - (v) bulbs in the light fixtures attached to the exterior of the Unit;
 - (vi) any interior wall or ceiling mounted air-conditioning equipment installed by or at the request of an Owner with the prior written consent of the Board that provides cooled air to the Unit; and
 - (vii) mail box keys and locks, key fobs and garage door openers;

and keep his Unit in a state of good repair, except such maintenance, repairs and damage for which the Corporation is responsible pursuant to these Bylaws;

- (d) maintain and keep in a neat, clean and tidy state and appearance, consistent with and in total integrity with the balance of the Project, any Privacy Area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58. If the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;
- (e) not paint the exterior of the Unit or the building nor make any repairs, additions or alterations to the exterior of the Unit or the building (INCLUDING interior and exterior load bearing and partition walls) of which his Unit forms a part or to the common plumbing, common mechanical or common electrical systems within his Unit without first obtaining the written consent of the Corporation;
- (f) use and enjoy the Common Property in accordance with these Bylaws and all rules and Regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;

- (g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- (h) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his Unit;
- (i) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to his Unit to similarly comply;
- (j) pay to the Corporation (or if requested, to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- (k) pay to the Corporation all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and his own client full indemnification basis;
- (l) pay to the Corporation (or if requested, to the manager), on request, the rent charges associated with the Newport Encumbrance and the Shoreline Encumbrance;
- (m) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property or any Unit caused or aggravated by the conduct, act or omission of such Owner, his Occupants, invitees, or by any default under these Bylaws by such Owners, his Occupants and invitees;
- (n) deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (o) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;
- (p) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to respond to any suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- (q) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

4. DUTIES OF THE CORPORATION

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws;
- (c) maintain and repair (INCLUDING renewal where reasonably necessary) the elevator and shaft and pit, elevator room, all heating systems, any security system and cameras, all electrical, mechanical and boiler rooms, telephone rooms, cable rooms, fire panel rooms, fire prevention systems and boxes and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property or utilities outside the interior finishing of a Unit;
- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (e) maintain, repair and replace (subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to care for and maintain any part of their Unit, the Common Property, or any Privacy Area to which such Owners are granted exclusive right of use);
 - (i) the exterior or outside surfaces of the building comprising the Units (including all windows and doors and sliding glass doors except to the extent the Owner is required to repair and maintain under Bylaw 3(c));
 - (ii) the repair of any leakage or exterior caulking around windows;
 - (iii) all Common Property storage areas, parking areas, landscaped areas, loading areas, and walkways;
 - (iv) all balcony rails, any perimeter fencing and related posts;
 - (v) door numbers;

- (vi) light fixtures attached to the exterior of the Units (excluding bulbs);
 - (vii) all common utility services serving more than one (1) Unit within, on, in, under or through the Units, all utilities outside the interior finishing of the floors, walls and ceilings of a Unit, and all utilities on Common Property, including the main domestic water lines, main heating supply lines and any underground sprinkler system; and
 - (viii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58;
- (f) be responsible for the Corporation's proportionate share of the maintenance of and cooperate with Condominium Corporation No. 031 2332 on matters associated with the Roadway;
- (g) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
- (h) subject always to and in accordance with the Act and any Regulation:
- (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:
 - A) any portions of the Units for which the Corporation is responsible;
 - B) any real and personal property owned by the Corporation; and
 - C) the Common Property;
 where the repair or replacement is of a nature that does not occur annually;
 - (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
 - (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the reserve fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

- (iv) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - B) all payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- (v) supply an electronic copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report. A hard copy shall be made available on request, at the expense of the Owner, purchaser, or mortgagee of the Unit making the request;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund; and
- (vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request, at his own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;
- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- (j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the exterior lighting, hallways, stairs and stairwells, storage areas, mailboxes (excluding locks), intercom system, lobbies, vestibules, the parkade ramp, the parkade and the automatic garage door, the surface parking areas, and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 58 shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;
- (k) provide adequate garbage and recycling receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom if the Municipality does not;
- (l) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications,

plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;

- (m) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- (n) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs;
- (o) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and
- (p) repair, replace and maintain windows and doors on the exterior walls of a building. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner.

5. POWERS OF THE CORPORATION

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

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;

- (e) make an agreement with an Owner, tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- (f) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property (including parking stalls and storage spaces) or special privileges in respect thereof, and, except for the provisions of these Bylaws relating to Privacy Areas immediately adjacent to a Unit, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the common property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (j) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (k) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (l) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;
- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) acquire Parking Units for purposes of visitor parking, resale or otherwise;
- (o) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (p) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do

all things and have such rights, powers and privileges of a natural person;
and

- (q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

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

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) The Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board.
- (b) A Board member must be eighteen (18) years of age or older.
- (c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time.
- (d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and refrain from voting on such matter of conflict.
- (e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
- (f) No Owner who is indebted to the corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

A Board member shall be elected for a one (1) year term, which expires at the next annual general meeting. At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election. Any prospective member of the Board shall, as a condition of his nomination, make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.

10. REMOVAL FROM BOARD

The Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint or elect another Owner in his place, to hold office until the next annual general meeting.

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7.

12. QUORUM FOR BOARD

A quorum of the Board is a majority of Board members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

13. OFFICERS OF THE CORPORATION

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

14. CHAIRMAN OF BOARD MEETINGS

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

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.
- (e) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

17. FURTHER POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;

- (d) obtain and retain by contract the services of a Manager or any professional real property management firm or professional real property Manager or agent, including a resident Manager for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:
- (i) the total amount of any Capital Replacement Reserve Funds in the hands of or controlled by the Manager;
 - (ii) one month's total condominium contributions of the Corporation or one-twelfth ($1/12$) of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

18. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any legally valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;

- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent Chartered Professional Accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited or reviewed Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor or reviewer shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- (i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board; and
- (l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

19. DEFECTS IN APPOINTMENT TO BOARD

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

20. VACATING OFFICE OF BOARD MEMBER

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

- (a) by notice in writing to the Corporation resigns his office;
- (b) dies;
- (c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- (d) becomes bankrupt;
- (e) or company, in the case of a company which is a member of the Board, is in arrears as set forth in sub-paragraph (c) above, becomes bankrupt or makes an assignment for the benefit of creditors, or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- (f) is a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (g) is convicted of an indictable offence;
- (h) attends any Board meeting while intoxicated or incapacitated by drugs;
- (i) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (j) ceases to qualify for membership pursuant to Bylaw 7;
- (k) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- (l) or his Spouse, commences any legal proceedings against the Board or the Corporation.

21. SIGNING AUTHORITIES

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

V. OWNERS' MEETINGS

22. CORPORATE SEAL

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

company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

23. ANNUAL GENERAL MEETINGS

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. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, passed at the Corporation's annual general meeting, to hold the meeting in another location.

24. EXTRAORDINARY GENERAL MEETINGS

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

25. CONVENING EXTRAORDINARY GENERAL MEETINGS

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

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

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

26. NOTICE OF GENERAL MEETINGS

A minimum of fifteen (15) days' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at general meetings shall include that:

- (a) all business that is transacted at any annual or extraordinary general meeting with the exception of the election of the Chairman, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors and solicitors, and resignation and election of members to the Board, shall be deemed special business;
- (b) the nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- (c) items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- (d) all general meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board; and
- (e) if at any time during a general meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

28. QUORUM FOR GENERAL MEETINGS

Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and twenty-five (25%) of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

29. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

30. CHAIRMAN FOR GENERAL MEETINGS

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

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

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

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- (b) call to order by the Chairman and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors and solicitors;
- (i) resignation of the Board;
- (j) election of Board;
- (k) unfinished business;
- (l) new business; and
- (m) adjournment.

32. VOTING BY SHOW OF HANDS

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

VI. VOTING

33. POLL VOTES

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

34. VOTING CALCULATION

On a show of hands, each Unit is entitled to one vote. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary

herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

35. VOTES PERSONALLY OR BY PROXY

Votes at any general meeting may be given either personally or by proxy.

36. PROXIES

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

37. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

38. VOTE BY CO-OWNERS

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

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

39. RESOLUTION OF THE OWNERS

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

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of voting conferred on an Owner may or shall be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

VII. BYLAW ENFORCEMENT AND AMENDMENT**43. VIOLATION OF BYLAWS**

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his own client full indemnification basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis.
- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner

allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.

- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62(b)(xx) or 62(b)(xxi) may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Common Property or in a Parking Unit in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Common Property by such violation.

44. AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fifteen (15) days prior to the date of any such Special Resolution.

VIII. DAMAGE AND INSURANCE

45. DAMAGE OR DESTRUCTION

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

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or

more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given by registered mail to all Owners and mortgagees who have given notice.

- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.
- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board may on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:
 - (i) Any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - (ii) The proceeds of insurance shall be paid to the Insurance Trustee, if any, and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.
- (e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- (f) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, 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.

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

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

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

46. INSURANCE

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

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

- B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
- C) all of the Units including all Improvements and Betterments made to the Units of which the Board has written notification and all bathroom and kitchen fixtures (BUT EXCLUDING furnishings and other personal property of each Owner whether or not installed in the Unit);

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

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

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

- (ii) Boiler and vessel insurance if any boilers and vessels exist;
- (iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
- (v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
- (vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, Equipment, and vehicles; and

