

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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FORM 3

Condominium Property Act Section 26

Notice of Change of Bylaws

Condominium Corporation No. 022 1097 hereby certifies that, by a special resolution passed on February 10, 2022, the by-laws of the corporation were added to, amended or repealed as follows:

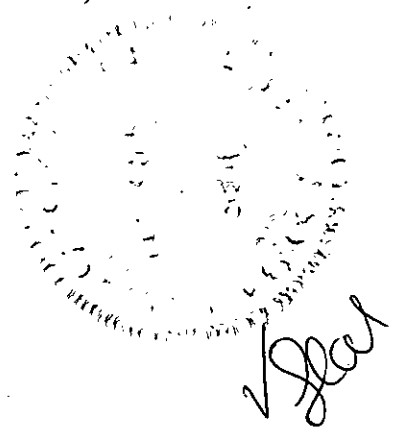
Current Bylaws were deleted and replaced by:

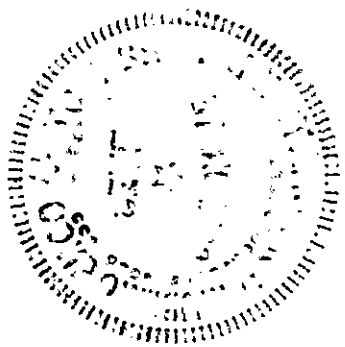
See attached

Condominium Corporation No. 022 1097 was affixed on February 10, 2022 in the presence of Gary Cormick

Gary Cormick
(Director)

(Corporate Seal)





CONDOMINIUM BY-LAWS

THE EDGE at Blackburne

BY-LAWS
Condominium Plan 0221097
PART 1 DEFINITIONS AND INTERPRETATION

- 1.01 These By-laws have been enacted by the Condominium Corporation to replace the By-laws set out in the Act. The following definitions shall apply to all parts of these By-laws.
- 1.02 Words and expressions which have 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 as amended from time to time, or in any Statute or Statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.
- 1.02 (a) "Act" means The Condominium Property Act, as amended, and any Statute or Statutes which may be passed in substitution for or replacement for such Act. Any reference herein to Sections of the Act shall be deemed to include any successor Section or Sections passed in substitution therefor;
- (b) "Board" means the Board of Directors elected pursuant to these By-laws;
- (c) "By-laws" means the By-laws of the Corporation, as amended from time to time;
- (d) "Capital Replacement Reserve Fund" means the fund created for the purposes as outlined in these By-laws.
- (e) "Common Expenses" means all expenses incurred in the performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-laws;
- (f) "Common Property" means the areas designated as common property by the Condominium plans; so much of the parcel as is not comprised in any unit shown on the Condominium Plan.
- (g) "Condominium Plan" means the plan registered by the Developer under the Act as Condominium Plan No. 022 1097 including any subsequent re-division thereof;
- (h) "Condominium Property" means collectively, the units, the Corporation Property and the Common Property;
- (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 or any Unit owned by the Corporation or in which it has any interest not included in the Common Property;
- (k) "Developer" means GEO Builders Group Inc. and 934736 Alberta Ltd., jointly and severally;

- (l) "Directors" means duly elected members of the Board;
- (m) "Extra-Ordinary General Meeting" means a meeting of the Corporation other than an annual general meeting;
- (n) "Insurance Trustee" means a trust company authorized to carry on business of a trust company under the laws of Alberta selected from time to time by the Board or the Corporation;
- (o) "Interest Rate" means the annual rate of interest, calculated and compounded monthly, not in advance, as may be set from time to time by resolution of the Board;
- (p) "Manager" means a person, firm or corporation appointed as manager;
- (q) "Mortgage" means the holder of a Mortgage Registered against title to one or more units.
- (r) "Occupant" means a person present in a Unit or in or upon the real property and personal the Corporation Property or the Common Property with the permission of the Owner;
- (s) "Owner" means a person who is registered as the Owner of the fee simple estate in one or more Units in the project and includes a Tenant or occupier;
- (t) "Ordinary Resolution" means a resolution;
 - (i) passed at a properly convened meeting of the Corporation by a majority of all persons pursuant or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act of the By-laws, or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of a Corporation would be entitled to exercise the powers of voting conferred by the Act or the By-law and representing more than fifty (50%) per cent of the Unit Factors for all the units;
- (u) "Parcel" means the land comprised in the Condominium Plan;
- (v) "Party wall" means a common wall dividing two (2) adjoining Units and constructed or to be constructed on the boundaries separating the said adjoining Units;
- (w) "Project or Entire Project" means the Units and all Common Property within the Parcel as outlined on the Condominium Plan;
- (x) "Restrictive Covenant" means the Restrictive Covenant, Easement, Encroachment and Party Wall Agreement registered against title to all of the Units and which provides certain restrictions, rights, assessments and encumbrances on the use and occupation of Units;
- (y) "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 the By-laws and representing not less than 75% of the total Unit Factors for all the Units, or

(ii) agreed to in writing, signed by not less than 75% of 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 and representing not less than 75% of the total Unit Factors for all the Units;

(z) "Unit" means an area designated as a Unit by the Condominium Plan;

(aa) "Unit Factor" means the Unit Factor for each Unit as more particularly described in the Condominium Plan.

1.03 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.

1.04 In the event of any conflict between these By-law and the Act, the Act shall prevail. The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

PART ii THE CORPORATION

2.01 Duties and Powers of the Corporation

(a) Duties of the Corporation

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

(i) enforce the obligations imposed by these By-laws and all other rules and regulations with respect to the Common Property and the Corporation Property;

(ii) enforce the Restrictive Covenant and take all necessary steps it sees fit to uphold the restrictions imposed, and to control, manage, maintain and administer the Restrictive Covenant.

(iii) enforce architectural guidelines and landscaping guidelines to preserve the character of the Parcel and the integrity of design and appearance of the improvements to the Units.

(iv) control, manage, maintain, repair and administer the Common Property and the Corporation Property and all real property, chattels, personal property or other property

owned by the Corporation for the benefit of all the Owners and for the benefit of the entire Project;

(v) do all things required of it by the Act, these By-laws, by any other regulatory or municipal authority and any other rules and regulations of the Corporation in force from time to time;

(vi) provide and maintain adequate visitor parking facilities;

(vii) maintain and repair (including renewed where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, plumbing, sewers and other facilities for the furnishing of utilities of 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 of the Corporation Property;

(viii) 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:

(A) the outside surfaces of all Units, including without limiting the generality of the foregoing exterior walls, roofing materials and exteriors of roofs, exterior drains and exterior trim and all structural components owned by the Corporation (except doors and windows which shall be the responsibility of the Owner);

(B) all other outside hardware and accoutrements affecting the exterior appearance, usability, value or safety of the Parcel or the Units;

(C) all walkways, fencing, parking areas and areas designated for pedestrian or vehicular traffic and signage related thereto and other common facilities.

(ix) remove ice, snow and debris from and keep and maintain in good order and condition all areas of the Common Property of Corporation Property designated for vehicular or pedestrian traffic and other parts of the Common Property and the Corporation Property that are not leased or granted in any manner to any Owner by the Corporation:

(x) within ten (10) days of a written request therefor made by an Owner, Mortgagee or purchaser of a Unit in the Corporation, or their duly authorized agent, provide such party any documents or information prescribed by the Act and Regulation (including s. 20.52 of the Regulation), as requested upon payment of the required fees;

(A) a statement setting for the amount of any installments, payments or assessments due and payable in respect of a Unit:

(B) the particulars of:

- (i) any action commenced against the Corporation and served upon the Corporation.
 - (ii) any unsatisfied judgment or order for which the corporation is liable, and
 - (iii) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the corporation;
- (D) the particulars of or a copy of any subsisting management agreement;
 - (E) the particulars of or a copy of any subsisting recreational agreement;
 - (F) a copy of the current budget, if any, of the Corporation;
 - (G) a copy of the most recent financial statement, if any, of the Corporation;
 - (H) a copy of the bylaws of the Corporation;
 - (I) a copy of any minutes of proceedings of a general meeting of the Corporation of the Board;
 - (J) copies of the policies of insurance placed by the Corporation; and
 - (k) a statement of any amounts accrued in the Capital Replacement Reserve Fund.
- (xi) subject to the provisions of the Act. call a general meeting of the Owners and mortgagees within:
- (A) ninety (90) days from the day that fifty (50%) percent of the Units are sold, or;
 - (B) one hundred and eighty (180) days from the date that the first Unit is sold, whichever is soonest and; call a general meeting of the Owners and Mortgagees once in each calendar year, and in all cases allow no more than fifteen months to elapse from one general meeting to the next
- (xii) provide and maintain in full force all such insurance as is required by the Act and by the provisions of these By-laws to be maintained by the Corporation and enter into insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board;
- (xiii) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all Corporation documents and information as required, and for such time periods as mandated by the Act and Regulation, including, without limitation, Section 44.2 of the Act and Schedule 3 of the Regulation;

(xiv) 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 reviewed and financial statements prepared by an accountant and shall submit the report of the accountant to the annual general meeting of the Corporation and the cost of such financial statements shall be an obligation of the corporation;

(xv) if required by a Special Resolution, appoint an auditor or auditors or authorize the Board to appoint an auditor or auditors, who may be an Owner or Owners;

(xvi) levy and collect the contributions or assessments of Owners on account of Common Expenses and reserve fund by monthly installments and in that regard, may require post-dated cheques and may charge interest on any unpaid balance of a contribution owing to it by an Owner and deposit same in a separate account which a chartered bank, trust company, credit union or Treasury Branches;

(xvii) 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, 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 of administration of the entire project.

(xviii) 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 or as may be required by the Act for a fund called the "Capital Replacement Reserve Fund"; to be used for the repair or replacement of:

(A) any real and personal property owned by the Corporation; and

(B) the Common Property where the repair or replacement does not occur annually; Such funds to be allocated at the discretion of the Board, subject to the provisions of any Special Resolution. But in any event, the establishment of the fund will not occur prior to the date on which fifty (50%) of the Units are sold, and such contributions shall not be retroactive;

(xix) establish a fund for administrative expense, sufficient in the opinion of the Board of a 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;

(xx) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned and raise the amount so determined by levying contributions on the Owners in proportion to the unit factor for their respective Units or as otherwise herein provided;

(xxi) recover from any Owner by an action for debt or otherwise, any sum of money expended 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 municipal authority or any other authority having jurisdiction in respect of that portion of the building including the Unit of the appropriate Owner.

(xxii) 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:

(A) the Owner at the time when the resolution was passed; and

(B) the Owner at the time when the action was instituted, both jointly and severally;

(xxiii) require of a tenant that upon notice by the Corporation that the Owner is in default of payment of a contribution or assessment levied by the Corporation, or an installment or installments thereof, the tenant shall deduct from the rent payable to the Owner the contribution or assessment levied or the installment or installments in arrears any interest owing thereon, and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant;

(xxiv) permit Owners of Units an unrestricted right of access over the Common Property and the Corporation Property to their Units; and

(xxv) 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 exercise remedies in the event of a contravention of the By-laws, as provided for in the Act;

(b) Powers of the Corporation

In addition to the powers of the Corporation set forth in the Act, the Corporation is authorized to do all things reasonably necessary for the enforcement of the By-laws and for the control, management and administration of the Common Property and the Corporation Property including:

(i) purchase, hire or otherwise acquire personal and/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, or their Units or any of them, provided that real property shall only be acquired or disposed of an approval by a Special Resolution;

(ii) 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 \$10,000 or incur a total debt at any time exceeding \$30,000 without such borrowing or indebtedness being approved by an Ordinary Resolution;

(iii) secure the payment of monies borrowed by it and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;

(iv) invest as it may determine, any monies in the funds for Contribution, Common Expenses or administrative expenses, to the extent permitted by law and subject to the restrictions set forth in Section 43 of the Act and Schedule 2 of the Regulation;

(v) grant to an Owner the right to exclusive use and enjoyment of portions of the Common Property or Corporation Property, or special privileges in respect thereof, but, except for the provisions hereof relating to parking or storage privileges attached to each Unit, any such grant shall be determinable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;

(vi) 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;

(vii) make an agreement with any Owner of a Unit for the exemption of the said Owner from the application of all or any provision contained in these By-laws;

(viii) 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 the Common Property, or of any Corporation Property;

(ix) grant a lease to an Owner under 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.

(x) charge a fee to compensate the Board, the Manager or other party supplying any documents required to be provided in these By-laws or under the Act and Regulation, up to the maximum amounts prescribed by the Regulation plus any permitted rush fee, if applicable;

- (xi) charge interest on any Common Expenses or contribution or other monies owing to it by any Owner or other person at the interest rate calculated from the date due until paid;
- (xii) in the event of fire, gas, water leakage or other emergency situation, force entry into any unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other Owners, Occupiers and the Corporation as the case may be. The Owner or Occupier of the Unit so entered shall save harmless the Corporation, its agents and employees for any claim or damage arising from such forced entry;
- (xiii) send to a first mortgagee a copy of any demand or notice of default sent to an Owner for condominium fee arrears or a Board Order provided such first mortgagee has given prior notice of its interest to the Board;
- (xiv) do all other things authorized or required by the Act and the By-laws;
- (xv) provide for such security personnel and devices as it deems desirable from time to time; and
- (xvi) 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.
- (xvii) May impose a monetary sanction on an owner or occupant who contravenes these bylaws. See Schedule A.

2.02 Powers and Duties of the Board of Directors of the Corporation

(a) General

The Board, for the benefit of Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions thereof subject always however to any restrictions imposed or directions given at a general meeting.

(b) Duties of the Board

The Board shall:

- (i) cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (ii) cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (iii) 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 the said books unless the Board otherwise decides, to be the responsibility of the Treasurer;

(iv) cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditure thereof, for each annual general meeting, such preparations, unless the Board otherwise decides, to be the responsibility of the treasurer;

(v) maintain financial records of all the assets, liabilities and equity of the Corporation;

(vi) upon application of an Owner or Mortgagee or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expense assessments and with regard to fulfillment of all Owners obligations in connection with his Unit and provide copies of current financial statements and/or statements of Common Expenses of the Corporation;

(vii) upon application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all the 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 therefore copies of all minutes of all meetings of the Corporation and the Board;

(viii) within thirty (30) days of a person becoming or ceasing to be a member of the Board, the Board shall 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;

(ix) within thirty (30) days of a change in address for service of the Corporation filed or caused to be filed at Land Titles Office a notice in the prescribed form;

(x) cause to be properly assessed to each Owner in accordance with the Act the required contribution toward Common Expenses and cash reserves for capital purposes and enforce payment of same.

(xi) cause to be prepared an operating budget for the forthcoming fiscal year of the Corporation, which shall be provided to each Owner and Mortgagee (who has notified its interest to the Corporation) at least 30 days before the start of such fiscal year. If the Corporation revises the budget, it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible.

(c) Powers of the Board

The Board may:

- (i) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but shall meet when any Director gives to the other Directors not less than seven days notice of a meeting proposed by him specifying the reason for calling the meeting and the time and place of the meeting:
- (ii) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of the Directors such of its powers and duties as it thinks fit, and any time revoke such delegation;
- (iii) retain by written agreement an independent licensed professional property management firm to supervise, manage, carry out and perform, where applicable and where required, any and all of the duties of the Corporation arising from the Act and these By-laws. Such duties may be restricted or may be expanded upon by the Board subject to any Special Resolution affecting the Boards discretion in this regard;
- (iv) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (v) from time to time pass Resolutions to regulate, manage, administer and control the use of the Common Property including, but not restricted to deposits, the hours of use, supervision of reservations for, security of, privacy and access to the Common Property, and
- (vi) make such policy statements and rules as are required to clarify these By-laws 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 majority of the Board. The Board shall further inform all Owners and Occupants of those policy statements of those rules at least 30 days before such rules come into effect as required by the Regulation. Subject to the Regulation, the Board may pass emergency rules that come into effect immediately upon notice being provided to the Owners and Occupants as required to address safety and security concerns, provided such rules will cease to have effect upon the emergency situation having been resolved.

2.03 Constitution of the Board

- (a) The board shall consist of not less than three (3) nor more than seven (7) persons.
- (b) Members, shall be elected at each annual general meeting (although members may also be elected at a Special 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 manner as the Owners of all Units may designate.
- (c) If a Unit has more than one Owner, only one such Owner may sit on the Board at one time

(d) CODE OF CONDUCT

(1) Each member of the board who is elected shall be provided with the code of conduct (Schedule "B") and

(a) acknowledge in writing that he or she is aware of the code of conduct and agrees to comply with the code of conduct while acting as a member of the board, and

(b) return the acknowledgment to the corporation.

(2) A member of the board referred to in subsection (1) is not permitted to vote at meetings until that member complies with subsection (1).

2.04 Election of the Board

(a) 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.

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

(c) 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 sixty (60) days overdue shall be eligible for election or membership on the Board.

(d) 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.

(e) 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 to the Board.

2.05 Removal or Disqualification From The Board;

(a) Except where the Board consists of all the Owners, the Corporation may by Special Resolution at an Extra-Ordinary General Meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting;

(b) The office of a Director shall immediately be vacated upon the occurrence of any of the following events:

(i) if he becomes insolvent or falls more than sixty (60) days into arrears in payment of any assessments, instalments or other payments required to be made by him as an Owner as herein set forth or any judgement owed to the Corporation;

(ii) if he becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the Mental Health Act or an order of guardianship or trusteeship under the Adult Guardianship and Trusteeship Act or any act passed in substitution therefor;

(iii) if he is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than 2 years;

(iv) 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 Director of the Corporation,

(v) if he be absent from meetings of the Board for a continuous period of two (2) months without leave and all of the remaining Directors resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated;

(vi) if he becomes bankrupt under the Bankruptcy and Insolvency Act (Canada) or any similar legislation or any act passed in substitution therefor (vii) 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; or (viii) if he dies.

2.06 Casual Vacancy

Any vacancy on the Board which occurs between annual general meetings may be filled by the remaining Directors appointing a person to fill the vacancy until the next annual general meeting of the Corporation.

2.07 Quorum for meeting of the Board

Except where there is only one Owner and except prior to the first Annual General Meeting of quorum of the Board is two where the Board consists of four or less Directors, three where the Board consists of five or six Directors, and four where it consists of seven Directors.

2.08 Waive Notice of Meeting

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.

2.09 Acts in Good Faith

All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there were 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.

2.10 Voting at Board Meetings

At meetings of the Board all matters shall be determined by simple majority vote. The Chairman shall have a casting vote in addition to his original vote.

2.11 Resolution in Writing

A resolution of the Board in writing, signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly conveyed and held.

2.12 Officers of the Corporation

At the first meeting of the Board after an Annual General Meeting, The Board shall elect from among its members, a President, Vice-President, a Secretary and a Treasurer or a Secretary/Treasurer who shall hold their respective offices until the conclusion of the next Annual General Meeting or until their successors are elected or appointed.

2.13 Chairman of the Board

The President, and in his absence the Vice-President (if any) shall act as Chairman of the Board. In the absence of both the President and Vice-President at any meeting of the Board then at the commencement of such meeting, the Board shall elect a Chairman for the meeting. If any chairman vacates the chair during the course of a meeting the Board shall choose in his stead another chairman.

2.14 Duties of the Officers

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

2.15 Seal of the Corporation

The Corporation shall have a Seal which shall at no time be used except as authorized by Ordinary Resolution of the Board and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the Seal is affixed, provided, however, that if there are no Mortgagees of any Units and all the Units are owned by one person, then the affixing of the Corporate Seal need be attested by only one Director who is or represents the Owner of all the Units.

2.16 Signing Authorities

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.

2.17 Indemnification of Officers and Directors

The Corporation shall indemnify every member of the Board, director, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being of having been a Board member, director or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fine or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification.

PART III MEETINGS

3.01 Annual General Meetings

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

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

- (a) Ninety (90) days from the date that fifty (50%) percent of the Units are sold by the Developer, or
- (b) One hundred eighty (180) days from the date that the first Unit is sold by the Developer.

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

3.02 Procedure at Meetings

All meetings of the Board and general meetings shall be conducted according to the rules of procedure adopted by the Board.

3.03 Extra-Ordinary General Meeting

All general meetings other than annual general meetings will be called Extra-Ordinary General Meetings.

3.04 Convening of Meetings

The Board may, whenever it thinks fit, convene a special general meeting. The Board shall convene a special general meeting upon a requisition in writing made by persons entitled to vote representing at least 15% of all Unit Factors; such meeting to be held within 30 days and notice of the meeting must specify the nature of the specific business to be conducted and the proposed wording of any resolution to be put forward for a vote, if applicable.

3.05 Notice of Meetings

- a) At least 14 days' notice of every meeting of the Corporation shall be given to all Owners and registered Mortgagees (who have notified the Corporation of its interests). The notice of meeting shall specify the place, the date and the hour of meeting, agenda for the meeting, and, in the case of special business to be considered, the proposed wording of any resolution to be put forward for a vote and the general nature of that business. Accidental omission to give notice to any Owner or to any Mortgagee or non-receipt of notice by any Owner or Mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before or after the meeting and a waiver shall cure any defect in the giving of any failure to give notice.
- b) The Corporation shall distribute to each Owner and Mortgagee (who has notified the Corporation of its interests), at least 14 days prior to each annual general meeting, copies of the following: annual financial statements, annual reserve fund report, and the annual budget.
- c) Within 60 days after an annual general meeting, the Corporation shall provide to each Owner and Mortgagee (who has notified the Corporation of its interests) a copy of the draft minutes of the annual general meeting (or approved minutes, if available).

3.06 Business

All business shall be deemed special that is transacted at an annual general Meeting with the exception of the consideration of accounts and reports of officers, ratification of prior acts and proceedings, and the election of Directors to the Board and all business whatsoever that is transacted at an Extra-ordinary General Meeting shall be deemed special;

3.07 Chairman of Meeting

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

3.08 Quorum Required

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 at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing not less than one third (1/3) of the Units constitute a quorum of any general meeting.

3.09 Adjournment for Lack of Quorum

If within 15 minutes from the time appointed for any meeting a quorum is not present the meeting shall stand adjourned for a further 15 minutes and if after the 15 minute adjournment a quorum is not present, the persons entitled to vote who are present shall constitute a quorum.

3.10 Resolutions

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, but a demand for a poll may be withdrawn.

3.11 Method of Taking a Poll

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

3.12 Equality of Votes

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

3.13 Voting

On a show of hands each person entitled to vote shall have one vote. On a poll the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special Resolution, all matters shall be determined by an Ordinary Resolution.

For the purposes of conducting a vote, a Unit owned by the Corporation is not considered a Unit for which the Owner has a right to vote. The total Unit Factors and total number of Units owned by the Corporation shall be deducted and not considered when determining if the requisite number of Unit Factors or Units have voted in favour of or against a resolution.

3.14 Manner of Voting

On a show of hands or on a poll, votes may be given either personally or by proxy. 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.

3.15 Proxies

- a) Every Owner or Mortgagee entitled to vote at a meeting of the Corporation may appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at any such meeting, in the same manner, to the same extent and with the same powers as if the Owner or Mortgagee were present

at the meeting. The individual appointed as the proxy must meet the eligibility requirements of the Act and Regulation, including, without limitation, Section 31.2.

b) The form of proxy must be in writing (in hard copy or electronic format) and comply with the requirements of the Act and Regulation. The proxy form shall include the name and unit number of the Owner or Mortgagee giving the proxy, the name of the individual to whom the proxy is given, the date the proxy is given, and the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee.

c) A proxy may be general or for a particular meeting or restricted to a particular purpose. The Chair of the meeting shall rule on the validity of any proxy.

d) A proxy shall expire on the earliest of:

- i. the expiry date set out on the proxy;
- ii. 6 months from the date on which the proxy was given; or
- iii. the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given

3.16 Entitlement to Vote

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

(a) such restrictions (if any), as are set out in the act;

(b) where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation, the right to vote conferred upon such Owner by the Act or by these By-laws is exercisable by the Mortgagee first entitled in priority and may not be exercised by the Owner if the Mortgagee is present personally or by proxy.

(c) where the Owner of a Unit is in default of any of these By-laws, the Owner shall not be entitled to vote at any meetings of the Corporation until such time as the default has been cured. 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 Owners Unit to vote in accordance with the Act.

3.17 Vote by Co-Owners

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

(i) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them, and

(ii) 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.

(b) a co-owner may demand that a poll be taken.

3.18 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 and such mortgage is 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 Bylaw is applicable whether by the Act a Special Resolution of Owners is required or not.

3.19 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 the latter may not vote

3.20 Signed Resolutions

(a) Where a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by a majority of the persons who, at a properly convened general meeting of the Corporation, would be entitled to vote, and representing more than fifty (50%) per cent of the total Unit Factors for all the Units, shall have the same effect as an Ordinary Resolution duly passed at the meeting.

(b) Where a resolution of the member of the Corporation requires a seventy five (75%) percent majority, that resolution agreed to in writing 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 of the By-laws and representing not less than seventy five (75%) percent of the total Unit Factors for all the Units shall have the same effect as a special resolution duly passed at the meeting.

PART IV VIOLATION OF BYLAWS

4.01 Violation of By-laws

1) Any infraction or violation of, or default under, these By-Laws or any rules and regulations established pursuant to these By-Laws by an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default including legal fees on a solicitor and his own client basis, shall be charged to such Owner and shall be added to and become part of the assessments 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 / Contribution and shall bear interest at the Interest Rate until paid. The Board may impose sanctions (including monetary sanctions) as set out in Schedule "A".

2) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction:

(i) 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, plus;

(ii) the amount of any monetary sanction which has been imposed, and there shall be added to any judgment, all costs of such action including costs as between solicitor and his own client on a full indemnity basis, which legal costs shall be charged to the owner as a Contribution.

3) In addition to the above, the Corporation may exercise the following powers:

(i) in the event that an Owner shall be in breach of any By-Law, then after ten (10) days' notice given to him to correct the breach as set forth in the said notice from the Board, the Board or its representatives may order the breach to be corrected and the Owner shall reimburse the Board for all monies expended and all costs incurred in order to rectify the breach and pay interest thereon at the Interest Rate after demand for payment has been made, all of which costs shall be charged to the Owner as a Contribution.

4) Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;

5) In addition, the Corporation may exercise the powers provided for in the Act

PART V INSURANCE

5.01 Insurance

The Board on behalf of the Corporation shall obtain and maintain at all times, to the extent obtainable, insurance on all the Units (but excluding furnishings, improvements, equipment and other property brought into or installed in Units by Owners, current or predecessors and personal property stored by Unit Owners on the Common Property the insurance of which shall be the responsibility of the Unit Owner,) and all the 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 that provides for settlement to the full replacement value of all buildings and other fixed improvements comprising the Condominium Property and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- (c) coverage for such other risks or causes as a Board may determine or as may be determined by Ordinary Resolution of the Corporation;
- (d) that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to a forfeiture insofar as the separate interest of the person or party in breach are concerned,
- (e) coverage for errors and omissions by the Board and its officers so long as such insurance is obtainable at reasonable cost;
- (f) 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; and
- (g) The Corporation will act as and be an agent on behalf of the Owners for the purpose of and with the authority to adjust and settle losses in respect of all policies of insurance affected by the Board; and
- (h) The Board will review the insurance coverage and maintain it at the levels required by these By-laws and suggested by the said appraisals; provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.
- (i) The Corporation shall provide all Owners with notification of all changes to the insurance policies maintained by the Corporation as required under Section 48 of the Act, as well as those additional insurance matters and documents as prescribed in the Regulation including Section 62.1.

5.02 Insurance Trustee

In the event it is determined by Special Resolution of the Corporation, the Board, on behalf of the Corporation shall cause a separate loss payable endorsement to be issued pursuant to these By-laws in favour of the Insurance Trustee. In the event an Insurance Trustee is appointed subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance and maintained by the Corporation and insuring against fire and any other supplemental perils shall be paid as follows:

- (a) if the proceeds are less than \$50,000.00 to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss;
- (b) if the proceeds are equal to, or in the excess of \$50,000.00 to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

5.03 Appointment of Proceeds

In the event that it is resolved by Special Resolution of the Corporation or is ordered by a Court under the Act that the Corporation not repair or restore the damage or that the Corporation be terminated as some or all Units, then the Insurance Trustee shall firstly apportion the proceeds between all those Owners whose Units or Common Property interests or interests (or all) 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 interest may appear and to the extent less is apportioned to the respective Units (the mortgagees 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 the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation, and no distribution of proceeds shall be made until after the expiry of 30 days after the last of such parties had been notified. Notwithstanding any other provisions of these By-laws, any notice under this paragraph that is given by mail shall be given by prepaid registered mail. If any such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within 30 days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under 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 in accordance with the Act.

5.04 Owners Insurance

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

(b) Notwithstanding the foregoing, 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 an Owner.

(C) 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 and the Board's insurance shall be deemed to be the primary insurance.

(D) Owners shall carry:

a) "All Risks" (as generally understood in the insurance business) property insurance, including coverage for water damage, for all betterments, upgrades and improvements to the Unit, all items beyond the Standard Insurable Unit Description, and all contents and personal property of the Owner or Occupants within the Unit including at minimum \$1,000,000.00 liability coverage.

b) insurance coverage for the Corporation's insurance deductible. For clarity, the Corporation may charge back the deductible where the loss is less than the deductible amount or no claim is made to the insurance. Such deductible amount – up to a maximum of \$50,000.00 shall be charged against the Owner's Unit and enforced as a Contribution.

5.05

Terms of Insurance

(a) All policies of physical damage insurance shall contain waivers by the insurer of any defense based on co-insurance and of invalidity from any acts of the insured and of any rights of subrogation against the Corporation, the Owners or any of them;

(b) Such policies shall provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds including all Mortgagees of Units who have given prior written notice to the Corporation of their interests;

(c) Such policies shall also provide that the Corporation will have the right, at its sole option, to obtain (to the extent permitted by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Condominium Property as determined by Special Resolution of the Corporation or by the order of a court of law having jurisdiction to terminate the condominium status of the Condominium Property. Further, the insurer's option to reconstruct the damaged premises will be deleted or waived;

(d) Copies of the appraisals obtained from time to time shall be provided to any Owner, Purchaser or mortgagee of a Unit who requests same;

- (e) that no breach of any statutory or other condition of any policy of the Corporation or an Owner shall invalidate the policy against any mortgagee in any way or to any extent;
- (f) standard mortgagee endorsements in favour of all mortgagees who have notified their interests to the Corporation; and
- (g) that no policy may be canceled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including mortgagees of Units who have given prior written notice to the Corporation of their interests.

5.06 Public Liability Insurance

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board, the Owners and the Manager, while acting on behalf of the Board, against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the control, management and administration of the Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than ONE MILLION (\$1,000,000.00) DOLLARS for any one person injured or 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 coverage whereby each insured is indemnified as if a separate policy were issued to each.

5.07 Reimbursement of Deductible

In the event that a loss arises that is or would be covered by a policy of insurance maintained by the Corporation and the cause of the loss or damage originates in or from the Owner's Unit or an exclusive use area or privacy area assigned to the Owner or the cause of the loss for which the claim is made due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or of guests, invitees or licensees of such Owner, then, regardless of whether the Corporation elects to make a claim under its insurance policy, the Owner shall be absolutely liable to the Corporation for the lower of the applicable deductible under the Corporation's insurance policy or the value of the damage so caused, up to the maximum permitted under the Regulation (currently \$50,000) and subject to the limitations as set out in the Act.

5.08 Notification of Damage

The Corporation shall immediately upon the occurrence of any substantial damage to any of the improvements forming part of the Condominium Property, notify the Mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.

PART VI OCCUPATION AND USE OF UNITS

6.01 Duties of Owners

- (a) An Owner shall;

- (i) use and enjoy his Unit and the Common Property in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their invitees, clients or visitors;
- (ii) permit the Corporation and its agents, at all reasonable times on twenty four (24) hours written notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewer lines and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the By-laws are being observed;
- (iii) permit the Corporation and its agents, at all reasonable times access the Unit and the Common Property to maintain in good order and condition any lawns, trees or landscaped area and to maintain and repair the exterior or outside surfaces of the Units or the Common Property excluding windows and doors but including all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units. In the event that an Owner fails to allow such access then the Owner shall be wholly responsible for all such maintenance and the Condominium Corporation shall be released from all such duties.
- (iv) forthwith carryout all work that may be ordered by any municipality or public authority in respect of his Unit, other than such work as may be for the benefit of the Condominium Property generally;
- (v) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (vi) repair and maintain the interior and any enhancements made by the Owner to his Unit and all windows and sliding glass doors (the term "windows" to hereinafter include sliding glass doors) and all doors in, attached to or immediately adjacent to the Unit (whether or not such windows or part thereof are part of Common Property), in a good state of repair, damage by insured hazard excepted. Provided always that if an Owner makes any repairs to the exterior of his Unit they shall be carried out in a manner so as not to alter the overall exterior appearance of the Unit in relation to the other Units in the Project;
- (vi) notify the Corporation forthwith upon any change of ownership of any mortgage or other dealing in connection with his Unit;

(vi) comply with and cause all his tenants, family, visitors and other occupants of his Unit to comply with the By-laws and the regulations (if any) of the Corporation in force from time to time, and

(vi) pay to the Corporation when due all Common Expenses levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the date due until paid.

(b) An Owner shall not:

(i) (A) use his Unit for any purpose that may be illegal or injurious to the Condominium Property or the Parcel or that will cause a nuisance or a hazard or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased;

(B) make undue noise in or about any Unit or Common Property. Owners, their families, guests, tenants, occupiers, visitors, and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of the Parcel by other Owners, their families, guests, visitors, and persons having business with them and no noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other Owners, shall be permitted.

(C) Animals

Other than birds, fish and small caged animals (for example guinea pigs, hamsters, gerbils, ferrets, mice and rats) an Owner shall not keep or allow any animal of any kind in his unit or on the Common Property without the specific approval, in writing of the Board, which approval may be arbitrarily withheld, and if given may be withdrawn at any time on thirty (30) days notice to the Owner to that effect. The Board may approve only those animals that meet the following criteria and may impose other or further criteria in its sole discretion:

1. Schedule C Pet Responsibility Agreement must be completed before occupancy.
2. Number of cats allowed is 2.
3. Number of dogs allowed is 2.

(ii) when the purpose for which the Unit is intended to be used is shown expressly or by necessary implication upon the Condominium Plan, the Owner thereof shall not use or permit the use of such Unit for any other purpose.

(iii) obstruct or interfere with any other Owner's access to his Unit or to the Common Property.

6.02 One Family Only

(a) Each Unit shall be occupied only as one family residence by the Owner of the Unit, and his family or a tenant of the Owner and that tenants family;

(b) No Unit shall be used in whole or in part of any commercial or professional purpose involving the attendance of the public at such Unit, and without limiting the generality of the foregoing, no Unit or part thereof shall be used as an office by a Doctor, Dentist, Chiropractor, druggist, or other professional person.

6.03 Alterations

No alterations, additions, decoration, re-decoration, changes or installations shall be made on or adjoining the outside of any Units or any buildings on any Units by any Owner without prior consent in writing of the Board, and no structural alterations shall be made to the outer walls (whether partition walls, bearing walls or otherwise) ceiling and floor or to bearing walls or structures within the Unit or to any exterior door or window and no changes shall be made in the plumbing, drainage system or electrical system within or outside any Unit, by any Owner without the prior written consent of the Board. No Owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub or flower on his Unit, or the Common Property which is not in the sole opinion of the Board aesthetically pleasing, without the prior written consent of the Board or the Manager. The consents required by this By-law may be arbitrarily withheld.

6.04 Garages

No Owner or occupier of a Unit shall utilize the garage comprising a part of the Unit for the purpose of living quarters.

6.05 Fire Hazard

No Owner shall do or permit anything to be done in his Unit or the Common Property or bring or keep anything thereon which will in any way increase the risk of fire or the rate of availability of fire insurance on any building comprising part of the Condominium Property or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local fire department or with any insurance policy upon any building comprising part of the Condominium Property or any part thereof or conflict with any of

the rules or ordinances of the Municipal Health Department or with any Statute or Municipal By-law or with any other law whatsoever.

6.06 Combustible Materials

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any Unit or on any part of the Common Property except with the prior written consent of the Board which may be arbitrarily withheld.

6.07 Signs

No signs, billboards, notice or other advertising matter of any kind including "For Sale Signs", shall be placed on any part of a Unit without the written consent of the Board first being obtained; provided however, that the foregoing shall not prevent the Developer from displaying such signs, billboards, notices or advertising material as may be necessary for sale purposes until all Units have been sold by the Developer.

6.08 Antenna & Satellite Dishes

No antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected or fastened to any Unit or the Common Property without the consent in writing of the Board except by the Corporation for or in connection with a common television cable or other distribution or reception system.

6.09 Decorating

No portion of a Unit required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the prior written consent of the Board.

6.10 Underground Sprinklers, Pools and Water Retention Structures

No underground sprinklers and no swimming pools or other water retention structures shall be permitted.

6.11 Laundry

No laundry shall be hung outside of a Unit.

6.12 Windows

No awnings or shades shall be erected over the outside of the windows of a Unit nor shall any article be hung or placed on any outside window sills of a Unit, unless the prior written consent of the Board is obtained.

6.13 Debris

Nothing may be thrown out of the windows or doors of a Unit.

6.14 Tenants and Occupiers

Prior to leasing or granting possession of his Unit to any tenant or occupier, an Owner shall:

- (a) cause the tenant or occupier to undertake in writing to be bound by and comply with these By-laws; and
- (b) give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by these By-laws.
- (c) On notice from the Board, diligently assist in taking such steps as may be necessary to cause the Owner's Tenant to remedy any non-compliance with these By-Laws and any relevant legislation, failing which the Board may issue an eviction notice to the Tenant, which the Owner agrees to be bound by, and further shall assist with and pay the costs of any eviction proceeding which may be taken by the Board, acting reasonably.
- (d) The Owner shall get written acknowledgement from the Occupant (tenant) acknowledging receipt of a copy of the By-laws.

provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all By-laws by all persons using or occupying his unit.

6.15 Garbage

- (a) Owners shall tightly wrap and tie their garbage and shall deposit their garbage as directed by the Board and shall observe all by-laws and regulations of the local authority in that regard. At no time, shall mops, brooms, rugs or other cleaning equipment be cleaned out of a window or a door of a Unit;
- (b) all garbage and recyclables shall be deposited in the dumpster bins provided. At no time, shall garbage, furniture, recyclables be deposited on the ground in or around the garbage enclosure;
- (c) debris shall be completely drip free before it leaves a Unit and carried to the dumpster bins in a drip-proof container;
- (d) vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the dumpster bin;
- (e) bulky items, such as furniture, TV's, hazardous waste, construction materials, furniture, mattresses, appliances and electronics and large or oversized items that do not fit in the garbage bins must be taken by the Owner to the Municipal dump or other such facility for the collection or disposal of such items. Any Owner or Occupant caught dumping or leaving items not permitted in the garbage bins or garbage area shall be responsible for and charged any costs incurred by the Corporation in disposing of such items, plus a 15% administration charge and Interest as a Contribution against their Unit. At no time are these items to left on the Parcel.

6.16 Municipal By-laws

(a) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever.

(b) Units must be kept clean and in good order.

6.18 Privacy

No Owner shall trespass, or permit any occupant of his Unit to trespass on any part of the Condominium Property to which another Owner is entitled to exclusive occupation, and, without the prior written consent of the Board, no Owner shall have any right of access to those parts of the Common Property used from time to time as a utility area, maintenance area, Managers office, or any other part of the Common Property used for the care, maintenance or operation thereof.

6.19 Personal Belongings

All Owners will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept at the entranceways to their respective Units, to be kept in their respective Units when not in actual use, and each Owner will comply with all reasonable requests of the Board or its representative that bicycle, toys and other outdoor use articles belonging to the Owners household be put away inside such Owners dwelling when not in actual use.

6.20 Private Vehicles

No motor vehicle other than a private passenger vehicle shall be parked in any parking space within the Common Property without the prior written consent of the Board.

6.21 Motor Vehicles

(a) No motor vehicle shall be driven on any part of the Condominium Property other than on a driveway or parking space or designated roadway.

(b) No motor vehicle, recreational vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be stored on any part of the Condominium Property without the consent of the Board.

(c) No repairs or adjustments to motor vehicles or automobiles may be carried out on the Common Property.

(d) A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the Common Property or any part thereof and all automobiles may be parked only in locations properly paved and provided for them.

6.22 Vehicle and Parking Regulations

Vehicles on the Parcels shall be driven and parked in accordance with the following regulations;

- (a) Parking is prohibited within fifteen (15) feet of the fire hydrants.
- (b) Parking is prohibited in areas designated no parking areas.
- (c) Speed is restricted to 15 km/h at all times.
- (d) Snowmobiles and all-terrain vehicles are prohibited from operating on the site.
- (e) Except in assigned parking stalls, parking is restricted to a maximum of 24 consecutive hours.

6.23 Fencing

No external side yard fencing is permitted without the prior written approval of the Board first being obtained.

6.24 Water

Water shall not be left running unless in actual use in any Unit and all taps, shut off valves and washers shall be kept in good repair. Water must be turned off in vacant Units which is not occupied for seventy-two (72) consecutive hours. The Corporation shall not be responsible to an Owner for any loss, damage or expense caused by: any overflow or leakage of water from any other Unit; the breaking or bursting of any pipes or plumbing fixtures; or any other manner whatsoever; unless such damage results from a negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.

6.25 Plumbing

Toilets, sinks, tubs, drains and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, grease, rubbish, rags, ashes, disposable diapers or other substances shall be deposited or flushed through such apparatus.

**PART VII PROVISIONS GOVERNING THE USE
OF THE COMMON PROPERTY**

7.01 Sidewalks and Walkways

The sidewalks, walkways, passages, roadways, driveway and parking areas and the Common Property shall not be obstructed by any Owner, his family, guests, tenants or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units. Parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas or upon any parking plug-in facility which the Owner of another Unit is entitled to use and occupy exclusively.

7.02 Landscaping and Other Common Property

Owners, their families, tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the Buildings and other fixed improvements forming part of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers and flower beds) and any and all chattels owned or kept by the Corporation.

7.03 Animals on Common Property

No animal, livestock, fowl or pet of any kind shall be kept on or allowed to run at large over any part of the Common Property.

7.04 Structures on Common Property

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

(b) No part of the Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only by the Corporation.

7.05 Signs

No signs, billboards, or other advertising matter of any kind including "for sale signs" and no notices of any kind shall be placed on any part of the Condominium Property without the prior written consent of the Board first being obtained.

7.06 Personal Property

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind of nature whatsoever in the parking areas, roadways or other areas of the Common Property, nor will it be responsible for any loss or damage from any cause whatsoever to any contents in any Unit. The insuring of any contents within the Units is the responsibility of the individual Owners solely.

7.07 Sales

No auction sale or other sale shall be held on or about the Condominium Property without consent in writing of either the Manager or the Board.

7.08 Traffic Speed and Directional Control

All Owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or about the Parcel including (without limiting the generality of the foregoing) speed limits and directional controls.

7.09 Recreational Use

No portions of any common areas designated for recreational use shall be used by any Owner and no Owner shall permit any other person to use such areas except only in accordance with the rules therefor which shall be established from time to time by the Board or the Manager, of the Corporation.

7.10 Sale or Lease of Common Property

No portion of the Common Property shall be sold or leased by the Condominium Corporation except by Special Resolution of the Owners.

PART VIII MAINTENANCE

8.01 Maintenance

(a) Each Owner shall be responsible for ice and snow removal from his own Unit's front steps, walk and driveway. Except for watering, the Corporation shall regularly maintain grass, trees, shrubs and walks in or about the Condominium Property on behalf of the Owners proportionally, and the Corporation shall maintain parking areas and lighting on the Common Property. Each Owner shall be responsible for watering the grass, trees and shrubs planted on his Unit and any adjacent Common Property.

(b) Each Owner shall be responsible for the repair and maintenance of the interior of and any and all enhancements made by the Owner to his Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representative those items for which he is responsible after ten (10) days written notice to do so given by the Board or its representative, then the Board or its representative, may do or cause to be done the maintenance or repair and the Owner affected is obliged 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 maintenance and or repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit;

(c) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all Common Property and Corporation Property by any willful or negligent acts of himself, members of his family, his invitees, contractors or licenses that are not required by these Bylaws to be insured against by the Corporation and should any Owner fail to repair in a manner satisfactory to the Board of its representative those items so damaged, as aforesaid, after ten (10) days written notice to do so given by the Board or its representative, then the Board or its representative may do or cease to be done such repair and the Owner affected

agrees to and shall reimburse the Corporation for all monies expended for labor, materials, normal overhead and profit and all costs incurred in collection in respect of doing such repairs and the Board or its representatives may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expenses assessed upon his Unit.

PART IX COMMON EXPENSES

9.01 Common Expenses

The Common Expenses shall be paid by the Owners in proportion to the Unit Factors for their respective Units and shall include the following;

- (a) all levies or charges on account of garbage removal, electricity, water, gas and fuel services supplied to the Corporation for the Condominium Property;
- (b) the cost of and charges for all management fees, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
- (c) all costs and charges on account of landscaping, maintenance of snow removal from Common Property;
- (d) all reserves for repairs and replacements of Common Property and portions of Units or buildings the repair and replacement of which is the responsibility of the Corporation;
- (e) all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible;
- (f) all costs and charges for maintenance and repair of Common Property for which the Corporation is responsible;
- (g) all costs of and charges for insurance for which the Corporation is responsible;
- (h) all costs of and charges for all manner of consultation, professional servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
- (i) the amount of all costs and expenses, whatsoever, including (without limitation) all maintenance and repair costs, financing charges, common expense Unit charges, and all utility charges, for or in respect of any Unit owned by the Corporation itself;
- (j) reserves for future maintenance replacements and expenses;
- (k) reserves for the Capital Replacement Reserve Fund;

- (l) all salaries and other benefits for services of any caretakers or maintenance personnel;
- (m) all fees and charges of the Insurance Trustee; and
- (n) any realty tax or other municipal or government levy or assessment against the Common Property or any improvement thereon.

9.02 Assessment for Common Expenses

- (a) At least thirty (30) days prior to the beginning of each calendar year, the Board or at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such calendar year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year), which estimate of Common Expenses is 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 for their Unit. The Developer shall be liable for the amount of any assessment against completed Units owned by the Developer. In addition thereto, the Board 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 for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Board may determine if the amounts so estimated prove inadequate for any reason, including non-payment of an Owners assessment, the Board may at anytime and from time to time, levy a further assessment or such further assessments as are required in like proportions as herein before provided. Each Owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by Notice, in equal monthly installments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board of the Manager with the consent of the Board (as the case may be) shall designate, and further to pay all interest on all assessments or payments in arrears at the Interest Rate Calculated from the date due until payment.
- (b) The omission by the Board before the expiration of any year, to fix the assessments hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of provisions of these By-laws, or release of any Owner or Owners from their obligation to pay the assessments, or any installments thereof for that or any subsequent year, but the monthly installments fixed for the preceding year shall continue until the new installments are fixed. No Owner can exempt himself from liability for his contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by Vacating or abandoning his Unit.

(c) The Treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on weekdays.

(d) All Owners will be reimbursed by the Corporation for water consumption required by the Corporation to maintain Common Property

9.03 Special Assessments

If at any time, it appears that the estimated Contributions towards the Common Expenses will be insufficient to meet the needs of the Corporation, the Board may at any time, and from time to time, levy a special levy or further assessments for the types of shortfalls and expenses as permitted in the Act and Regulation. The special levy shall be levied in proportion to the Unit Factors for the Units as shown on the Condominium Plan. Any resolution of the Board to levy a special levy shall be done in accordance with the requirements of the Act including, without limitation, Section 39.1.

As soon as possible after the Board has passed a resolution issuing a special levy, the Corporation shall give notice of the special levy to all Owners which shall include a written statement setting out the purpose for the special levy, the total amount of the special levy, the method used to determine each Unit's share of the special levy, the amount of the Unit Owner's share of the special levy, and the date by which the special levy is to be paid (or, if the special levy is payable in instalments, the dates by which the instalments are to be paid).

All such special levies shall be payable within ten (10) days of notice or such other date as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

9.04 Default in Payment of Assessments and Lien for Unpaid Assessment, Installments and Payments

(a) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Contribution, assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit which lien shall be a first, paramount lien against such estate or interest subject only to the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit, title or interest of such Owner but subject also to the provisions of the Act, and the Land Titles Act of Alberta. The Corporation shall have the right to file a caveat 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 assessment, instalment or payment, provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first

payment in arrears. As further and better security, each Owner responsible for each such unpaid assessment, instalment or payment which is in arrears for more than thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof, providing for their payment on demand with interest thereon at the Interest Rate calculated from the due date 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. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

(b) Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, installment 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 being made, 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 in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.

(c) Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, installment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectable as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same.

(d) In addition to all other remedies hereunder, the Corporation shall be entitled to collect its legal fees and disbursements as between a solicitor and his own client from any defaulting Owner and if such legal fees and disbursements are not paid on demand, such legal fees and disbursements shall bear interest at the Interest Rate until paid and may be collected by the Corporation in the same manner as unpaid assessments.

(e) In the event of any assessment against or installment payment due, from an Owner remaining due and unpaid for thirty (30) dates, the Board shall give notice of such default to all mortgagees having an interest in such Owners Unit who have notified their interests to the Corporation.

(f) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, and its election, may accelerate the remaining monthly contributions, assessments, installments and payments, for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments installments and payments shall become due and payable on and as of the date of the said notice.

(g) Where a cost is incurred by the Corporation as a result of an Owner or Occupant (including, without limitation, an insurance deductible, interest and legal costs), and such cost is permitted to be charged back to or for the account of an Owner in accordance with these By-laws, the Act, or Regulation, the Corporation may levy such cost against the Owner and their Unit as if it were a Contribution and such cost (including, without limitation, interest and legal costs) shall be recoverable in the same manner as provided for in the Act for the recovery of Contributions in arrears, except where prohibited by law.

PART X PARTY WALLS

- 10.01 (a) The Party Walls shall continue to be Party Walls for the use, benefit and enjoyment of the Owners of the adjoining Units and no part thereof, as presently existing or as constructed by the Developer shall be deemed to be an encroachment on any of the Units and shall be perpetually used and maintained as Party Walls.
- (b) Each Party Wall shall be used and maintained as a Party Wall forever and the Corporation shall be and is hereby licensed and permitted to enter upon any Unit at all reasonable times for the purpose of:
- (i) Inspecting and viewing the state of repair of the Party Wall, and
 - (ii) repairing, installing or maintaining electrical, plumbing and mechanical features of the Unit located within a Party Wall provided that such entry shall not be exercised to an extent or in a manner that will reasonably interfere with the use and enjoyment of the Unit by the Owner.
- (c) The footings, foundations and other supports supporting the Party Walls now constructed on the boundaries are hereby declared to be party footings, foundations and supports for the use, benefit and enjoyment of the Owners from time to time of the adjoining Units and no part thereof as presently existing shall be deemed an encroachment on any of the Units.
- (d) If a Party Wall is totally or partially destroyed, the Owners of adjoining Units shall cooperate fully and equally in rebuilding the Party Wall. To the extent that it is possible, the Party Wall shall be rebuilt or repaired to be in the same place, of the same proportions and of the same materials as the original Party Wall.
- (e) Except where damage to the Party Wall is caused solely by one of the Owners or occupants of adjoining Units, the Owners of each adjoining Unit agrees to contribute half of the cost of repairing the Party Wall.
- (f) Each Owner of adjoining Units to a Party Wall shall be solely responsible for reckless, deliberate, negligent or malicious acts committed by occupants of his Unit.

(g) Each adjoining Owner grants to the other adjoining Owner and for its successors in title, an easement for the support and maintenance of each Party Wall over what portion of the Unit on which a Party Wall is constructed

PART XI DEVELOPER RIGHTS

11.01 Deleted in entirety

11.02 Deleted in entirety

PART XII MISCELLANEOUS PROVISIONS

12.01 **Financial Statements**

If required by a Special Resolution of the Corporation, the annual financial statements produced by the Board shall be audited and certified by auditors appointed by the Board.

12.02 **Expenditures by the Manager**

Any Manager appointed by the Board may, from time to time, make expenditures not to exceed \$100.00 without specific approval of the Board, but any expenditures in excess of \$1,000.00 must be approved by the Board. In the event of an emergency the manager may exceed the limits imposed herein as may be reasonably required.

12.03 **Bonding/ Insurance for Fraudulent Acts**

The Corporation shall obtain one or more fidelity bonds or insurance policies sufficient to cover losses directly caused by the fraudulent and dishonest acts of a member of the board, the Manager or by any employee who handles the Corporation's money. Such policy must provide coverage for an amount that is at least the sum of the reserve fund balance plus the operating account balance as at the start of the Corporation's current fiscal year. Such bond and /or insurance shall be reviewed by the Board at least once every 2 years and updated in coverage, as required.

12.04 **Estoppel Certificate**

Any certificates to the Owners position with regard to common expenses assessments otherwise issued by the Corporation, signed by two Directors or the Manager, shall be deemed an Estoppel Certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such Certificate against any Mortgagee, purchaser or other person dealing with the Owner, but this shall not prevent the enforcement against the Owner of all obligation of the Owner whether improperly stated in such Estoppel Certificate or not. The form and contents of such certificate shall be as determined by resolution of the Board.

12.05 Mortgagees Represented on Board

No more than two Mortgagees or representatives of them may be members of the Board at any time.

12.06 Notice of Default to Mortgagee

Any notice of default sent by the Board or the Corporation to an Owner shall also be sent to all those Mortgagees holding registered mortgage of such Owners Unit as shall have notified the Corporation of their mortgages.

12.07 Notice

Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served as follows:

- (a.) the Corporation if delivered by personal service to any Board member or by leaving it at or mailing it by recorded mail to the Corporation at its registered address as filed at the Alberta Land Titles Office;
- (b.) upon an Owner by personal service to the Owner (and if there is more than one Owner then to any one of such Owners), or by leaving same at the Unit, or by ordinary mail or registered mail addressed to the Owner at the municipal address of their Unit or the address of such Owner as recorded at the Land Titles Office (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any electronic address, where such Owner has requested and consented to receive communications by electronic means;
- (c.) upon a Tenant or Occupant by personal service to the Tenant or Occupant (and if there is more than one, then to any one of such Tenants or Occupants), by leaving same at the Unit, or by ordinary mail or registered mail addressed to the Tenant or Occupant at the municipal address of their Unit or in the alternative at any e-mail address provided to the Corporation by the Tenant or Occupant or such other electronic means as agreed between the Tenant or Occupant and the Corporation;
- (d.) upon a Mortgagee of a Unit by personal service to the Mortgagee (or if the Mortgagee is a company, to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at the address of such Mortgagee as recorded at the Land Titles Office or such other address as provided, in writing, by the Mortgagee to the Corporation; any notice providing for or contemplating any meeting or any acts or steps that would, if approved or taken, involve the winding up of the Corporation, shall be given by registered mail addressed to the Mortgagee as aforesaid.

Any notices, demands or requests served shall be deemed to have been effected as follows:

- (a.) immediately upon personal service;
- (b.) on the date on which acknowledgment of receipt of registered mail is signed;
- (c.) 7 days after the date on which the document is sent by ordinary mail; or
- (d.) 24 hours after the document is left at the Unit or sent by electronic means.

The Corporation may change its address for service causing a change in address to be recorded upon the Condominium Plan at the Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in manner aforesaid. Notwithstanding the foregoing that if there shall be an interruption of mail service, mailed notice shall not be deemed to have been received until the 7th day following restoration of normal mail service.

12.08 Amendment of By-laws

Subject to the requirement of the Act, the By-laws may be amended, repealed or replaced only by a Special Resolution of the Corporation.

12.09 Severability

The provisions here of 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.

SCHEDULE "A" - SANCTIONS

THE OWNERS; CONDOMINIUM PLAN NO. 022-1097 THE EDGE CONDOMINIUM CORPORATION

By-law non-compliance sanction:

1. Notice of proposed sanction for failure to comply with a By-law.
2. If no response or non-compliance to proposed sanction notice, the Board can proceed with imposing the monetary sanction previously indicated in the original notice by issuing a notice of sanction to the Owner or Tenant, as the case may be, such notice of sanction to include all the information required in accordance with Section 73.7(6) of the Regulation and the offender shall pay a monetary sanction of up to \$500 to the Corporation,
3. A monetary sanction of up to \$1,000 for the 2nd and subsequent contraventions,
4. in the case of a continuing contravention, a further sanction of \$250 for each week during which the contravention continues after the first week, provided that the maximum monetary sanction to be imposed for any continuing non-compliance with these Bylaws shall not exceed the maximums provided for in the Regulation.
5. The imposition of any monetary sanction does not relieve any Owner of the responsibility to comply with the Bylaws and to reimburse the Corporation for any damages to the Common property arising from any act, omission or negligence of the Owner or the failure of the Owner to comply with these Bylaws, all of which additional costs incurred by the Corporation shall be charged to the Owner as a Contribution.

Notice of proposed sanction must contain all the information as required in Section 73.7 of the Regulation, including, without limitation:

1. Unit number
2. Name of person being sanctioned
3. Provision of By-law being breached
4. Date and time of breach and relevant particulars
5. Description of required corrective action and deadline for such (at least 3 business days) and
6. the proposed monetary or non-monetary sanction, if any, should the breach not be rectified within the time permitted.

SCHEDULE "B" - BOARD MEMBER'S CODE OF ETHICS

THE OWNERS; CONDOMINIUM PLAN NO. 022-1097 THE EDGE CONDOMINIUM CORPORATION



DIRECTORS' CODE OF ETHICS

RE: CONDOMINIUM CORPORATION NO. 022-1097

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director:

Honesty and Good Faith - I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill - I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

Conflicts of Interest - I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favour the interests of any individual or group of owners or residents.

Confidentiality - I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct - At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support - I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation - I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

Minimize Conflict - I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first class image for our Corporation, its units, owners and residents.

Education - recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself by reading relevant magazines (such as any publication published by your local CCI Chapter, CCI Magazine or Condominium Business Magazine). I will support attendance by one or more Board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's various levels of courses for Directors at the cost of the Corporation.

Agreement - I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

Dated at _____ this _____ day of _____, 20____

WITNESS:

SIGNATURE

PRINT NAME OF DIRECTOR UNIT NO.

(You are free to use this Code of Ethics in its current form; if you alter this document in any form, you must note it is modified from the CCI original document.) If your Condominium uses this code, please let CCI know - e-mail: cci.national@associationconcepts.ca

SCHEDULE "B" - CODE OF ETHICS

THE OWNERS; CONDOMINIUM PLAN NO. 022-1097 THE EDGE CONDOMINIUM CORPORATION

ACKNOWLEDGEMENT

I agree to comply with the provisions set out in the Board of Members Code of Ethics

DATE: _____, Edmonton, Alberta

SIGNATURE OF BOARD MEMBER: _____

Printed Name of Board Member and Residence Number

WITNESS: _____

Schedule C

PET RESPONSIBILITY AGREEMENT

Special Pet Responsibility Clause for _____, Edmonton, Alberta, dated the ____ day of _____, 20__ between _____ and The Edge at Blackburne Condominium Board.

IT IS HEREBY AGREED between the Edge at Blackburne Condominium Board and _____ that the Board will allow _____ to have the following described pet in the premises upon and subject to the terms and conditions, and hereby agrees to complete therewith.

1. Description of the pet(s): _____ Breed: _____
Age: _____

Height at Maturity: _____ Weight at Maturity: _____

Sex: _____ Neutered or Spayed: _____ ****Please attach

picture of pet.

2. An inaccurate description of the pet shall cause revocation of this consent.
3. All pets must be licensed with the City of Edmonton. Pet Owners may be asked to provide proof of license to the Board of Directors at any given time.
4. Prior to being housed in any unit, cats and dogs must be approved by the Board of Directors.
5. The maximum number of animals approved for any unit shall be two dogs and two cats.
6. Pets must be kept on a leash and under control at all times when on the Condominium Property*.
7. Pets are not permitted to cause a disturbance, hazard or harm to any other Residents. Note: Continual and/or frequent barking is acknowledged as disturbing the quiet enjoyment of Condominium owners, and the Condominium Corporation has the right to withdraw approval of pets that are deemed to be a problem.
8. Pets shall not be left unattended on Condominium Property.
9. Pet owners shall make an effort to prevent pets from urinating and/or defecating on condominium property, common property, and individual private property. If urination and/or defecation occurs, pet owners shall clean up immediately after their pets.
10. Pet owners must ensure their pets are given regular shots for Rabies, Distemper and all other required Vaccinations and may be asked to provide Veterinary proof to the Board of Directors at any given time.
11. Owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident's pets. No pet(s) of guests can stay in the unit for more

than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Board.

12. Pet Owners agree to indemnify and save harmless the Board of Directors and Condominium Corporation from any and all claims which may be made against a pet Owner by reason of the Board permitting the pet Owner to keep said pet in their condominium unit.
13. Pet Owners/Unit Owners must pay for any damages that may occur as a result of their pet.
14. The Board of Directors has the right to impose a monetary sanction for any Bylaw infractions of the Pet Owner/Unit Owner.
15. The Board of Directors has the right to revoke Pet Approval, at any time on thirty (30) days notice.
16. The Owner shall be responsible and will pay for any damage or destruction caused by the pet to the premises, furnishings or other property of the condominium corporation, such responsibility and liability of the Owner to include repair of damage to items to their former condition and/or replacement where necessary in the sole opinion of the condominium Board.

THIS AGREEMENT SIGNED the _____ day of _____, 20__.

Name of Owner

Signature of Owner

Name of Board Member

Signature of Board Member

Address

Date

This agreement is not approved unless signed by both the Owner and a Board Member

* "Condominium Property" means collectively, the units, the Corporation Property and the Common Property.



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222144367 REGISTERED 2022 06 27

CCBL - CHANGE OF BY-LAWS

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