

**BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 942 3847
O/A ESTATES VILLAGE**

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**BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 942 3847
O/A ESTATES VILLAGE**

DEFINITIONS AND PURPOSE

1. DEFINITIONS AND APPLICATION

These Bylaws have been enacted by The Owners: Condominium Plan No. 942 3847 o/a Estates Village to replace and repeal the Statutory Bylaws set out in the Act and any amendments.

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

- a. "Act" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended from time to time, or any statute which may be passed in substitution for or replacement of all or any part of the *Condominium Property Act*;
- b. "Board" means the Board of Directors elected pursuant to these Bylaws;
- c. "Building" means the condominium buildings located within the Parcel;
- d. "Bylaws" mean the Bylaws of the Corporation, as amended from time to time;
- e. "Capital Replacement Reserve Fund" means the reserve fund required by the *Act* and the *Regulations* and discussed in Bylaw 14;
- f. "Common Expense" means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as common expenses in these Bylaws;
- g. "Common Property" means:
 - i. so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
 - ii. such part of the Units that the Corporation is to administer, control, manage, maintain and repair for the common benefit as required in these Bylaws; and
 - iii. the lands contained within legal units 5, 20, 42 and 58.
- h. "Condominium Manager" means a person, firm or corporation appointed as manager by the Board pursuant to Bylaw 15;
- i. "Condominium Plan" means the plan registered under the Act at the Alberta Land Titles Registry being Condominium Plan No. 942 3847;
- j. "Corporation" means The Owners: Condominium Plan No. 942 3847 o/a Estates Village;

- k. "Door" means the exterior door, hinges, door frame, door jambs, mullions, screens and slider rollers for patio doors, garden doors and all locks and doorknobs and other hardware on the door;
- l. "Insurance Trustee" means any company or person prepared to act as an Insurance Trustee and who may be appointed from time to time by Ordinary Resolution of the Corporation. If an Insurance Trustee is not appointed, then the Insurance Trustee shall be the Board;
- m. "Interest Rate" means the rate of eighteen (18%) per cent per annum;
- n. "Legal Expenses" means all money expended for the advice, representation or services from a law firm, including but not limited to, all expenses on a solicitor and own client indemnification basis;
- o. "Mortgagee" means the holder of a first mortgage registered against the title to a Unit that has provided written notice to the Corporation;
- p. "Occupant" means Owner, tenant or resident as the context may require;
- q. "Ordinary Resolution" has the meaning provided for in the Act;
- r. "Owner" means the registered owner of a Unit;
- s. "Parcel" means the lands comprised within the Condominium Plan;
- t. "Poll Vote", which may include a unit factor vote, means a vote determined by the calculation of Unit Factors for which Owners are legally entitled to vote in favour of or against the resolution;
- u. "President" means the person appointed as such pursuant to Bylaw 10;
- v. "Privacy Officer" means the person appointed as such pursuant to the provisions of the *Personal Information Protection Act*, R.S.A. 2003 c. P-6.5 and Bylaw 10;
- w. "Regulations" means the *Condominium Property Regulation*, being Alberta Regulation 168/2000, as amended from time to time or any legislation which may be passed in substitution for or replacement of all or any part of the *Condominium Property Regulation*;
- x. "Residential Homes" means those structures which are intended to be occupied as residential dwellings which are described as legal Units 6 to 19, 21 to 28, 31 to 41, and 43 to 57 on the Condominium Plan;
- y. "Secretary" means the person appointed as such pursuant to Bylaw 10;
- z. "Single-Family Home" means:
 - i. one (1) or more persons related by blood or marriage, or common-law marriage;

- ii. a group of not more than three (3) persons who need not be related by blood or marriage, but who are sharing expenses and living together as a single housekeeping unit;
- iii. live-in caregivers, caregivers for persons with high medical needs, who reside in the Unit;
- aa. "Special Resolution" has the meaning provided for in the Act;
- bb. "Standard Insurable Unit Description" means the description of typical features in the Units that the Corporation insures and is determined in accordance with the Regulations;
- cc. "Treasurer" means the person appointed as such pursuant to Bylaw 10;
- dd. "Unit" means the area designated as a unit on the Condominium Plan and includes the Residential Units;
- ee. "Unit Factor" means the unit factor for each Unit designated on the Condominium Plan; and
- ff. "Window" means the window panes, frames, sash, screens, mullions, locks, hardware and all other parts of the window assembly.

Words and expressions which have a special meaning assigned to them in the Act and Regulations have the same meaning in these Bylaws. Other expressions used in these Bylaws and not defined in the Act, Regulations or in these Bylaws have the same meaning as may be assigned in the *Land Titles Act* being Chapter L-4 of the Revised Statutes of Alberta, 2000, as amended from time to time, or in any statute passed in substitution or replacement, unless the context otherwise requires.

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

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

2. BARELAND CONDOMINIUMS AND PURPOSE OF BYLAWS

- a. This is a bareland condominium development. As a result, the boundary of a Unit is at the property line delineated by the monuments on the condominium parcel, with the residential home built within the boundary. The Corporation has responsibilities for the Common Property and other property within the property line boundary of the Unit (often referred to in the condominium industry as "managed property" or "managed area"). The definition for Common Property has been modified to reflect both circumstances.
- b. Therefore, these Bylaws have been enacted for the following purposes:
 - i. to provide for the health and safety of the Owners;

- ii. to provide for the peace, comfort and convenience of the Owners;
- iii. to develop a sense of community amongst the Owners; and
- iv. to maintain the Units and the Common Property in such a manner as to sustain and enhance property values.

CONDOMINIUM CORPORATION AND BOARD OF DIRECTORS GOVERNANCE, DUTIES AND ADMINISTRATION

3. BOARD OF DIRECTORS

- a. The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions of the Bylaws. The Board shall consist of not less than three (3) or more than seven (7) persons who shall be elected at each annual general meeting.
- b. If a Unit has more than one Owner, only one of them may sit on the Board at one time. No more than two registered Mortgagees or representatives of a Mortgagee may be members of the Board at any one time.
- c. A person is elected for one (1) year term.
- d. A person must own a Unit or be the representative of a corporate Owner or Mortgagee to be eligible for election to and membership on the Board.
- e. Any Owner who has attained the age of eighteen (18) years shall be eligible for nomination and election to the Board.
- f. An Owner is not eligible for election to or membership on the Board if they are more than sixty (60) days in arrears in payment to the Corporation for a Common Expense assessment, a special levy or a judgement pursuant to a Court or arbitration process.
- g. At any election of the Board, each Owner or Mortgagee entitled to vote is entitled to vote for as many nominees as there are vacancies to be filled on the Board.
- h. Each person nominated must be elected by a majority of members present, in person or by proxy, to be elected to the Board.
- i. Any person who is nominated for election to the Board shall make full disclosure of any direct or indirect business relationships or pecuniary interests the person may have in for-profit dealings with the Corporation prior to the election taking place.

4. DISQUALIFICATION FROM THE BOARD

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

- a. becomes bankrupt under the *Bankruptcy and Insolvency Act* R.S. 1985 c. B-3 or any legislation passed in substitution;

- b. is more than sixty (60) days in arrears in payment of any Common Expense assessment required to be made by him as an Owner or judgement pursuant to a Court process or an arbitration payable to the Corporation and the Board member fails to cure such default within ten (10) days of the date that the Board gives written notice to the member to cure such default;
- c. becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the *Adult Guardianship and Trusteeship Act* S.A. 2008 c. A-4.2, or any legislation passed in substitution;
- d. resigns by notice in writing sent to or left at the registered address of the Corporation or delivered to another member of the Board of the Corporation;
- e. is convicted of an indictable offence or has undisposed charges related to fraud or offence against a person such as stalking, assault, death or of a sexual nature;
- f. is absent from three (3) meetings of the Board between annual general meetings, without notice to the Board, and it is resolved at the next meeting of the Board held thereafter that such director's office and membership of the Board be vacated;
- g. is refused bonding, at a reasonable premium, by a recognized bonding institution;
- h. dies;
- i. sues or otherwise commences or is a party to legal action in which the Corporation is adverse in interest; or
- j. fails to sign the Code of Ethics attached to these Bylaws as Schedule A within fourteen (14) days of being elected or appointed to the Board.

5. VACANCY ON THE BOARD

Where a vacancy occurs on the Board pursuant to Bylaw 4, the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided such person qualifies for membership pursuant to Bylaw 3.

6. BOARD QUORUM AND VOTING

- a. A quorum at a meeting of the Board shall be a simple majority of the members of the Board. 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 due notice of the meeting.
- b. At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the President is entitled to a deciding vote in addition to his original vote.

7. CHAIRPERSON OF THE BOARD

- a. The President or in their absence, the Vice President, shall act as chairperson of the Board meetings. Should both the President and Vice President be absent, then

at the commencement of the meeting the Board shall elect a chairperson for the meeting. If the chairperson vacates the chair during the course of the meeting, the Board shall elect another chairperson who shall have the same rights of voting.

- b. Notwithstanding Bylaw 7 a. the Board may, by majority vote, elect an alternate chairperson for a meeting.

8. DUTIES OF THE CORPORATION

The Corporation shall:

- a. control, manage and administer the Common Property for the benefit of all the Owners and for the benefit of the entire Corporation;
- b. do all things required of it by the Act, Regulations, these Bylaws, and any other resolutions of the Corporation in force from time to time;
- c. comply with the restrictive covenant registered as instrument number 942 372 744 relating to fences and the County of Strathcona;
- d. where practical, establish and maintain suitable lawns and gardens on the Common Property;
- e. repair, maintain and replace, where reasonably necessary, pipes, wires, cables, ducts, conduits, sewers and other facilities for the furnishing of utilities required in the Parcel, or capable of being used in connection with the enjoyment of the Common Property or more than one Unit;
- f. call an annual general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases, allow no more than fifteen (15) months to elapse from one annual general meeting to the next;
- g. control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by the Corporation;
- h. provide for regular collection of garbage and recycling;
- i. maintain and keep in a state of good repair the Common Property, including but not limited to:
 - i. common area lighting systems;
 - ii. all outside surfaces of the Units, including, but not limited to, exterior walls, exterior of the roof and all roofing materials, eavestroughs and exterior drains, exterior beams and trim, including all Doors, Windows, glass, frames, seals, and sills attached to the exterior of the Unit. This section is in addition to section 84;
 - iii. all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas and other common facilities on the Common Property;

- iv. all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units, excluding door locks;
 - v. all utility infrastructure within, on, in, under or through the Common Property, including but not limited to electrical power, water, storm sewers, natural gas, telephone, television, fibre internet, cable systems, pipes and lines and all related appurtenances;
 - vi. the structural components of a Building;
 - vii. all cameras or building security systems which monitor the Common Property; and
- j. provide and maintain in full force all such insurance as is required by the Act, Regulations and by the provisions of these Bylaws to be maintained by the Corporation;
- k. indemnify every Board member, committee member, employee or officer, and his or her heirs, executors and administrators against all damages, judgements, settlements, costs and expenses, including legal expenses reasonably incurred by the Board members in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, employee or officer of the Corporation.
- i. The only exception is where a Board member is finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit, or in a civil action for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty.
 - ii. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses.

9. POWERS OF THE CORPORATION

The Corporation may:

- a. purchase, lease, acquire or dispose of real property or the Common Property by Special Resolution only. The Corporation may rent or licence real property owned by the Corporation or the Common Property by resolution of the Board. Any such rental or license may be terminated if the Owners pass an Ordinary Resolution;
- b. borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow without such borrowing or incurring of debt being approved by Ordinary Resolution of the persons entitled to vote at meetings of the Corporation;
- c. secure the payment of monies borrowed by it, and the payment of interest, 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;

- d. invest as it may determine, any monies in the Reserve Fund and monies for Common Expenses, to the extent permitted by law under the Act or Regulations.
- e. make an agreement with any Owner of a Unit for the provision of amenities or services by it to the Unit or to the Owner and may grant a lease to an Owner under the Act;
- f. do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and the Units, including, without restriction, the following:
 - i. commencement and prosecution of proceedings under the Act;
 - ii. imposing monetary sanctions or other sanctions for violation of these Bylaws as provided for in these Bylaws;
 - iii. imposing, collecting and dealing with deposits for the rental of a Unit under the Act, provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of deposit used within ten (10) days of being notified, in writing, by the Board of its use; and
 - iv. giving notice to a tenant and to the tenant's landlord to give up possession of a Unit pursuant to the Act and make application to the court for an order to give up possession pursuant to the Act.
- g. pay an honorarium to a volunteer, as may be determined from time to time by Ordinary Resolution of the Corporation;
- h. in the event of fire, gas, water leakage, pipe freezing, excessive heat 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 and the Corporation, as the case may be. The Owner of the Unit so entered shall indemnify and save harmless the Corporation, its agents and employees for any claim or damage arising from such forced entry;
- i. exercise all the rights, powers and duties conferred on the Corporation by the Act, Regulations and the Bylaws of the Corporation;
- j. pay all sums of money properly required to be paid on account of all services, supplies and assessments provided to or for the benefit of the Corporation;
- k. designate and at all times maintain a number of parking stalls, forming part of the Common Property, exclusively for visitor parking;
- l. provide such security cameras or systems for the Building; and
- m. make such reasonable rules and policies as it deems necessary from time to time to promote the privacy, health, safety, peace, comfort and wellbeing of the Owners.

10. OFFICERS

- a. Within fourteen (14) days after the meeting of the Corporation at which the Board was elected, the Board shall elect from its members a President, Vice President, Privacy Officer, Secretary and Treasurer of the Corporation.
- b. A person may occupy more than one office if so elected by the Board.

11. DUTIES OF THE OFFICERS

The following duties are assigned to the officers; however, the Board may amend these duties from time to time as the Board deems necessary.

- a. The President, or, in the event of the President's absence or disability, the Vice President:
 - i. is responsible for the daily execution of the business of the Corporation; and
 - ii. shall act as chairperson of the meetings of the Board unless the Board resolves otherwise.
- b. The Secretary, or, in the event of the Secretary's absence or disability, another member of the Board designated by the Board:
 - i. shall record and maintain the minutes of the Board, and all meetings of the Corporation, and shall record votes for and against on all decisions;
 - ii. is responsible for the correspondence, records and documents of the Corporation under the direction of the Board; and
 - iii. shall carry out the Secretary's duties under the direction of the President and the Board.
- c. The Treasurer, or, in the event of the Treasurer's absence or disability, another member of the Board designated by the Board:
 - i. shall receive all monies paid to the Corporation and deposit it as the Board may direct;
 - ii. shall properly account for the funds of the Corporation and keep such books as the Board may direct;
 - iii. shall present to the Board, when required to do so by the Board, a full detailed account of receipts and disbursements of monies by the Corporation; and
 - iv. shall prepare a budget for submission for the forthcoming fiscal year of the Corporation.
- d. The Secretary and Treasurer may, on resolution of the Board, allow the Condominium Manager to carry out their duties provided that the Secretary and

Treasurer, as the case may be, supervise those duties of the Condominium Manager.

- e. The Privacy Officer shall ensure the collection, use and disclosure of personal information is pursuant to the privacy policy of the Corporation and the *Personal Information Protection Act*, R.S.A. 2003 c.P-6.5.

12. SEAL OF THE CORPORATION

- a. The Corporation shall have a seal that will be used as authorized by resolution of the Board.
- b. In the event no such resolution has been passed then the seal shall be used in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed.

13. SIGNING AUTHORITIES

- a. By passing a resolution of the Board, the Board shall identify and authorize which Board members may sign cheques, drafts and other instruments and documents not required to be under corporate seal.
- b. All cheques require two (2) signatures.

14. DUTIES OF THE BOARD

The Board shall:

- a. obtain an annual insurance appraisal from a qualified and reputable appraiser of real property, of the full replacement value of all the property required to be insured by the Corporation prior to obtaining any policy of fire insurance or renewal. The Board shall maintain insurance at the levels required by the Act, Regulations and by these Bylaws and as suggested by the appraisals;
- b. cause minutes to be kept of its meetings and proceedings, which shall, unless the Board otherwise decides, be kept by the Secretary;
- c. cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place. The keeping of the books, unless the Board decides otherwise, is the responsibility of the Treasurer;
- d. cause each Owner's contribution to be assessed towards the Common Expenses and to enforce payment of the Common Expense assessments and monetary sanctions as more particularly set out in these Bylaws;
- e. upon the written request of an Owner, Mortgagee, or purchaser of a Unit, provide the particulars and materials pursuant to the Act;

- f. at all times keep and maintain in force all insurance required by the Act to be maintained by the Corporation and from time to time settle and enter into insurance trust agreements as required by the Corporation;
- g. review the insurance coverage at least annually and shall adjust the nature and limits of insurance at its discretion;
- h. create and maintain a Capital Replacement Reserve Fund as required by the Act and Regulations.
 - i. The amount to be added to the Capital Replacement Reserve Fund on an annual basis shall be done in accordance with the reserve fund study, reserve fund plan and reserve fund report. Any such amount is deemed to be a Common Expense.
 - ii. The Board must present a reserve fund report at each annual general meeting in accordance with the Regulations.
 - iii. by Common Expense levy a Capital Replacement Reserve Fund as required by the Act for the purpose of major repairs to and replacement of the Common Property and any real or personal property owned by the Corporation, or any portion of a Unit that is to be maintained, repaired or replaced by the Corporation.
- i. cause appropriate notice to be filed with the Land Titles Office as to the name, address and date of any person who becomes or ceases to become a Board Member and as to any changes to these Bylaws;
- j. exercise and perform the duties and the powers of the Corporation under these Bylaws;
- k. reflect the outcome of votes in Corporation and Board meeting minutes, as stipulated by the Act and the Regulations;
- l. retain original votes cast by persons for written Ordinary Resolutions and Special Resolutions; and
- m. retain all records of the Corporation as identified and for such duration as set out in the Regulations.

15. POWERS OF THE BOARD

The Board may:

- a. meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but the Board shall meet when any Board member gives to the other members not less than seven (7) days' notice in writing or email of a meeting proposed by the member specifying the reason for calling the meeting. Teleconference, video conference or Internet conferencing are permissible methods for a Board member to attend a meeting, provided that such conferencing technology enables all members to hear and be heard during the meeting;

- b. employ or authorize the Condominium Manager to employ for and on behalf of the Corporation such other employees and agents as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- c. subject to any restriction imposed or direction given at a general meeting, delegate to one or more Board members such of its powers and duties as it thinks fit, and at any time as the Board so desires to revoke such delegation;
- d. create committees on such terms of reference as the Board deems appropriate;
- e. do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property as may be set out in these Bylaws.
- f. employ on behalf of the Corporation, a person, firm or corporation as a Condominium Manager to supervise, manage, carry out and perform any and all of the duties of the Board or the Corporation set out in these Bylaws. The Board may determine other duties to be performed by the Condominium Manager from time to time; however, the Condominium Manager is always subject to the control and direction of the Corporation and the Board;
- g. employ for and on behalf of the Corporation an independent reserve fund study professional from time to time to complete reserve fund studies, reports and plans and make recommendations in respect of establishment and maintenance of reserve funds; and
- h. purchase, rent, acquire or dispose of equipment or other personal property used for the benefit of all the Owners and the Corporation.

16. RULES AND POLICIES

In accordance with the Regulations:

- a. the Board may pass a resolution to make, amend or repeal rules or policies respecting procedures used in the administration of the Corporation and the Common Property;
- b. the rules or policies must be reasonable and consistent with the Act, Regulations and the Bylaws;
- c. the rules or policies must not restrict the uses of Units;
- d. the Board must provide written notice to Owners and tenants of any rules or policies, including amendments or deletions in accordance with the Regulations;
- e. the Board must give at least thirty (30) days' notice of any rule or policy before the rule or policy takes effect unless there is an emergency, safety or security consideration in which case the process in the Regulations will apply;

- f. the Act, Regulations Bylaws, Ordinary Resolution or Special Resolution prevail over any inconsistency with a rule or policy; and
- g. Owners may amend or repeal a rule or policy by Ordinary Resolution;

17. DOCUMENTS AND RECORDS

This section is intended to clarify the process and fees for documents that Owners may request.

- a. On the written request of an Owner, purchaser, Mortgagee, solicitor of an Owner, or agent of any of the foregoing, the Corporation shall provide the documents listed in the Regulations.
- b. The Corporation has ten (10) days to provide any requested documents. The documents may be provided in electronic format unless an Owner requests a print copy.
- c. Where a Bylaw or section of the Act or Regulations requires the Corporation to provide information or documents, the Corporation may not charge a fee for providing the documents; however, if a request is made for a document that has previously been provided within the fiscal year, the Corporation may charge the fees set up in the Regulations.
- d. The fees that may be charged for a document are set out in the Regulations. This includes a rush fee for documents requested within three (3) days.
- e. The Corporation may facilitate a request for the documents on a rush basis but there is no obligation to produce the documents within three (3) days.
- f. The Corporation must retain documents for the timeframes set out in the Regulations.
- g. In the interest of further transparency, in addition to the documents outlined in the Regulations, any Owner, purchaser, mortgagee, solicitor of an Owner, or agent of any of the foregoing may request a copy of the following documents, and the Corporation shall provide such information within ten (10) days of the request:
 - i. The year-to-date internally prepared
 - A. balance sheet,
 - B. income statement, and
 - C. reserve fund income and expenditures; and
 - ii. The most recent insurance appraisal or update to the insurance appraisal.

18. MEETINGS OF THE CORPORATION AND THE BOARD

- a. All meetings of the Board and general meetings of the Corporation shall be conducted according to Robert's Rules of Order.

- b. All general meetings of the Corporation other than annual general meetings shall be called special general meetings.

19. NOTICE OF CORPORATION MEETINGS

- a. At least fourteen (14) days' notice will be given for every annual general meeting or special general meeting.
- b. Notice will be given to Owners and any Mortgagee who has provided the Corporation a request to be notified.
- c. Any notice must specify the place, the date and the time of meeting and, in case of special business, the general nature of that business, and may include the wording of a resolution to be voted on.
- d. In the event that wording of a resolution has been provided to the Board through a petition, then the wording of the resolution must be included.
- e. Accidental omission to give notice to any Owner or 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 or any failure to give notice.

20. CALLING OR CONVENING OF CORPORATION MEETINGS

- a. The Board may convene a special general meeting whenever it thinks fit.
- b. The Board shall convene a special general meeting within thirty (30) days if presented with a petition signed by owners representing not less than one thousand five hundred (1,500) unit factors.
- c. To comply with the requirements of the Act and with the intention to maximize efficiency, all petition submissions:
 - i. must state the general business to be discussed at the meeting; and
 - ii. should provide the suggested wording of any resolution to be voted on at the meeting.

21. CHAIRPERSON OF CORPORATION MEETINGS

- a. The President, or in their absence, the Vice President, of the Corporation shall act as chairperson of the meeting of the members of the Corporation. In the absence of both the President and Vice President, then at the commencement of the meeting, a chairperson of the meeting shall be elected.
- b. Notwithstanding Bylaw 21 a. the Owners may elect an independent chairperson by an Ordinary Resolution.

22. ORDER OF BUSINESS AT CORPORATION MEETINGS

The order of business in any properly convened meeting of the Corporation, unless altered by a majority of those in attendance who are entitled to vote, shall be as follows:

- a. Call to order by the Chairperson;
- b. Approval of agenda;
- c. Call or waive the reading of the roll and certify proxies;
- d. Proof of notice of meeting or waiver of notice;
- e. Approval of any unapproved minutes;
- f. Reports of officers and committees;
- g. Reserve fund report;
- h. Financial report/budget and appointment of auditors (if necessary);
- i. Ratification of past acts of the Board of Directors;
- j. Unfinished business;
- k. New business;
- l. Election of members of the Board;
- m. Adjournment.

23. QUORUM REQUIRED

- a. Except as otherwise provided in these Bylaws, and in particular Bylaw 24, no business shall occur at any meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to do business.
- b. A quorum at any meeting of the Corporation shall consist of persons entitled to vote present in person or by proxy representing no less than thirteen (13) Units.

24. ADJOURNMENT FOR LACK OF QUORUM

If at the time appointed for a meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes. If after the fifteen (15) minute adjournment a quorum is not present, the persons entitled to vote who are present in person or by proxy constitute a quorum.

25. RESOLUTIONS

- a. At any meeting of the Corporation a resolution moved or proposed at a meeting shall be decided by a show of hands unless a Poll Vote is demanded by a person entitled to vote present in person or by proxy.

- b. On a show of hands vote, a declaration made by the chairperson that a resolution has been carried or failed is considered proof of the fact without need to record the number who voted in favour or against the motion.
- c. If a person demands a Poll Vote, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

26. METHOD OF TAKING A POLL VOTE

- a. If a Poll Vote is demanded by an Owner, at the discretion of the Chairperson the Poll Vote may be conducted by:
 - i. written ballot with each ballot indicating the number of Unit Factors for which that ballot is cast;
 - ii. verbally using roll call-style and in accordance with each Owner's Unit Factors; or
 - iii. such other manner as the Chairperson deems fair.
- b. If the Poll Vote is for an Ordinary Resolution, the minutes must reflect the number of Units and Unit Factors for or against the Ordinary Resolution.
- c. All Poll Votes must be in accordance with the Act and the Regulations.

27. TIED VOTES

In the case of a tie in the votes, whether on a show of hands or on a Poll Vote, the President of the Corporation is entitled to a casting vote in addition to the original vote.

28. VOTING

- a. On a show of hands, each Unit entitled to vote shall have one vote, to be exercised in person or by proxy by the Owner of the Unit.
- b. On a Poll Vote, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them.

29. MANNER OF VOTING

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

30. ELECTRONIC VOTING

- a. This section does not apply to faxing or scanning and emailing in a copy of a signed written ballot. For clarity purposes, faxing or scanning and emailing a copy of a signed written ballot is permitted.
- b. Voting by electronic means is permitted on the following conditions:

- i. for Special Resolutions, electronic voting is permitted only after the Corporation has held an informational or general meeting where the special resolution was discussed;
- ii. for Ordinary Resolutions, electronic voting is permitted only after the Corporation has held an informational or general meeting where the resolution was discussed;
- iii. notwithstanding anything else in this section, no voting for elections of the Board may occur by electronic means;
- iv. the method of voting must meet sufficient security, encryption and authentication requirements that preserve and limit voting to only the Owners of the Units;
- v. any vote conducted by electronic means must be recorded in the minutes of the Corporation; and
- vi. in accordance with the Regulations, if the Board is aware or reasonably should be aware that the integrity of an electronic vote is compromised, it is improper conduct for the Board to treat the vote as valid.

31. PROXIES

- a. A proxy must include:
 - i. name and Unit of the Owner or Mortgagee giving the proxy;
 - ii. name of the person being given the proxy;
 - iii. the date the proxy is given; and
 - iv. the signature of the Owner or Mortgagee giving the proxy.
- b. A proxy may be:
 - i. general;
 - ii. for a particular meeting; or
 - iii. limited to be used only for voting on a particular resolution.
- c. The holder of a proxy:
 - i. does not need to be an Owner or Mortgagee;
 - ii. must be at least eighteen (18) years old; and
 - iii. cannot be a condominium manager or an employee of the Corporation unless the proxy contains a provision that it is only permitted to be used for establishing quorum.

- d. A proxy expires on the earliest of:
 - i. the expiry date set out in the proxy;
 - ii. six (6) months from the date on which the proxy was given, or
 - iii. the date on which the person giving the proxy ceases to be an Owner or Mortgagee of the Unit.

32. ENTITLEMENT TO VOTE

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

- a. such restrictions as are set out in the Act or the Regulations; and
- b. an Owner or Mortgagee's right to vote is suspended if there is a Contribution, interest on a Contribution, arrears or unsatisfied judgment owing to the Corporation.

33. VOTE BY OWNERS

- a. On a show of hands, each Unit is entitled to one vote only.
- b. The Owners of a Unit shall decide amongst themselves who will cast the vote for their Unit. If the Co-Owners cannot agree on how the Unit will vote no vote may be counted with respect to that Unit.
- c. Where only one Co-Owner attends a meeting without proxy from the other Co-Owners, that Co-Owner is permitted to vote on behalf of the Unit on a show of hands vote, unless an absent Co-Owner has provided a proxy expressing a contrary intention. On a Poll Vote, the Co-Owner in attendance is entitled to vote their proportionate share of Unit Factors in the Unit and may not vote the Unit Factors proportionate to any other Co-Owner unless they have been appointed as proxy by the absent Co-Owner.
- d. Where a Co-Owner has given a proxy to a non-Owner of the Unit and no other Co-Owners have provided a proxy, the person appointed as proxy may vote on behalf of the Unit on a show of hands vote. On a Poll Vote the person appointed as proxy may only vote the proportionate amount of Unit Factors of the Co-Owner who appointed the proxy.
- e. On any Poll Vote, each Co-Owner is entitled to such part of the vote applicable to his Unit as is proportionate to their interest in the Unit. The joint proxy (if any) on a Poll Vote shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

34. TRUSTEE VOTE

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

35. WRITTEN RESOLUTIONS

- a. A resolution of the Board in writing signed by all the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.
- b. Pursuant to the Act, the Corporation may pass an Ordinary Resolution or Special Resolution through a written vote and without the requirement of a general meeting.
- c. Resolutions may be signed in counterparts and will be valid as if all Owners had signed a single document.
- d. Notwithstanding the foregoing, Boards are encouraged to offer an information meeting for Owners or provide supporting documentation to help inform Owners prior to or during the voting period.

36. OBSERVANCE OF BYLAWS

The Corporation, the Board and all Owners of the Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time. If any provision of these Bylaws is or becomes illegal or not enforceable, it shall be deemed to be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and effect as if the severed provision had not been included in these Bylaws.

37. AMENDMENT OF BYLAWS

These Bylaws may be added to, replaced, amended or repealed by Special Resolution of the Corporation and not otherwise.

38. FINANCIAL STATEMENTS

- a. The annual financial statements produced by the Board for the annual general meeting shall be prepared on an audit by a chartered professional accountant.
- b. The Owners may appoint the party to perform the audit or review of the financial statements at the annual general meeting. Alternatively, the Owners may authorize the Board to select the party to perform the audit of the financial statements.

39. EXPENDITURES BY CONDOMINIUM MANAGER

- a. The Board may negotiate an amount in the Condominium Management contract to establish a limit the Condominium Manager may spend without obtaining prior approval from the Board, such as cases of emergency or nuisance debris.
- b. The Board shall review the amount authorized periodically and record any adjustments in the Board meeting minutes.

40. ESTOPPEL CERTIFICATE

Any certificate, required in writing, as to the Owners' status with regard to Common Expense assessments or otherwise, issued by the Corporation or the Condominium

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

41. NOTICE

Every notice, demand or request permitted or required to be given or served under the Act, Regulations or these Bylaws shall be deemed to be properly and effectively given or served:

- a. upon the Corporation if delivered:
 - i. by hand to any Board member;
 - ii. by hand to the office of the Condominium Manager of the Corporation, if any;
 - iii. mailed by depositing the same in a post box, enclosed in a postage prepaid envelope addressed to the Corporation at its registered address as filed at the Alberta Land Titles Office; or
 - iv. to the email address provided by the Board, with a confirmed read receipt.
- b. upon an Owner by delivery:
 - i. by hand to the Owner, or if there is more than one Owner then to any one of such Owners;
 - ii. by leaving it at the Unit, or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Owner at the municipal address of their Unit or to an address provided by the Owner; or
 - iii. by email if the Owner has previously provided and explicitly authorized an email address to the Corporation; and
- c. upon a Mortgagee of a Unit by delivery:
 - i. by hand to the Mortgagee, or if the Mortgagee is a company, by hand to a person in authority with such Mortgagee; or
 - ii. by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided, however, that 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 prepaid registered mail addressed to the Mortgagee.
- d. The Corporation may change its address for service by resolution of the Board causing the change in address to be recorded at the Alberta Land Titles Office. An

Owner or Mortgagee of a Unit may change its address for service by giving notice, in writing, of the change to the Corporation.

42. CHANGE OF LEGISLATION

Should the Act or Regulations be amended, then these Bylaws shall be amended to adopt those amendments to the Act or Regulations which are required to be so adopted to ensure that the Corporation is operating in compliance with the terms and provisions of the Act or Regulations at all times.

43. ALTERNATIVE DISPUTE RESOLUTION

- a. Should there be a dispute between Owners, or between Owners and the Corporation, the parties are encouraged to participate in an arbitration or mediation rather than proceed to Court.
- b. Except for the costs of Legal Fees of the successful party, the costs of the arbitration shall be borne by the unsuccessful party unless the arbitrator considers it appropriate in the circumstances to apportion them between the parties.
- c. The selection of the arbitrator or mediator shall be made by the parties collectively. Should the parties be unable to agree on an arbitrator or mediator, then the party bringing the action may nominate three (3) potential individuals, and the party responding shall select one (1) from the parties nominated.
- d. All individuals submitted to arbitrate or mediate the resolution must be a member in good standing with:
 - i. the Alternative Dispute Resolution Institute of Alberta;
 - ii. the Arbitration and Mediation Society of Alberta; or
 - iii. the Law Society of Alberta.
- e. Notwithstanding the above, should the Province of Alberta establish an alternative dispute resolution tribunal then the parties are encouraged to avail the services of said tribunal.
- f. This section does not apply to the collection of condominium fee arrears or any dispute which affects the value, safety or appearance of the Units or Common Property. These items are directed to proceed to Court.

INSURANCE

44. INSURANCE AND BONDING

The Board, on behalf of the Corporation, shall obtain and maintain the following:

- a. Property Insurance:

- i. insurance on the Common Property, personal property owned by the Corporation and Units other than betterments and improvements to the Units; and
- ii. full replacement cost of:
 - A. the Common Property;
 - B. the Standard Insurable Unit Description; and
 - C. any other property required by the Act or Regulations.
- iii. Without limiting the generality of the foregoing, such insurance shall provide for and include the following:
 - A. coverage for fire, extended perils and such other perils or risks as the Act or Regulations require or the Board deems advisable from time to time;
 - B. coverage for the full replacement value of all Buildings and other improvements comprising the Building and all chattels and other property belonging to the Corporation or forming part of the Common Property and that no deduction for depreciation shall be made from any settlement;
 - C. coverage for such other rights or causes as the Board may determine or as may be determined by Special Resolution of the Corporation;
 - D. that no breach of a statutory or other condition of the policy by any one insured will cause the policy to become void as respects the interests of the other insureds and that the provisions of Standard Mortgage Clause IBC 3000, or its equivalent shall be read into the insurance for the benefit of all Mortgagees;
 - E. that the coverage shall not be brought into contribution with insurance purchased by the Owners or Mortgagees;
 - F. such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the Owners, Mortgagees and the Corporation;
 - G. such policies shall also provide that the Corporation have the right to obtain a cash settlement in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special Resolution of the Corporation or by order of a court having jurisdiction in that behalf to settle a scheme or to terminate the condominium status of the building or parcel. In such instance, the insurers' option to repair, rebuild or replace the property damaged or lost shall be deleted or waived; and

- H. the Insurance Trustee, if the Bylaws designate an Insurance Trustee, shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and machinery insurance policies effected by the Corporation.

b. Liability Insurance

- i. The Board shall also obtain and maintain public liability insurance insuring the Corporation and the Board (and their respective officers, members, agents and employees while acting within the scope of their employment) against any liability for bodily injury, death and damage to property, to third parties or to the Owners incidental to their ownership or use of the Unit, or to the enforcement of Bylaws and the control, management and administration of the Corporation's real and personal property and the Common Property;
- ii. Limits of liability under such insurance shall not be less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as insureds the Corporation, the Board and the members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board, and the Insurance Trustee if there be one; and
- iii. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

c. Director's and Officer's Insurance

The Board shall also obtain and maintain Director's and Officer's Liability Insurance in accordance with the Act and Regulations.

d. Other Insurance Considerations

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

e. Coverage for Dishonest Acts and Fidelity Bond

- i. The Board on behalf of the Corporation shall obtain a fidelity bond, or bonds, covering loss by fraudulent or dishonest acts by members of the Board or a Condominium Manager. The amount of the fidelity bond must be at least the sum of:
 - A. the balance in the Capital Replacement Reserve Fund at the start of the fiscal year; and

- B. the opening balance of the operating account at the start of the fiscal year.
- ii. In the event of catastrophe or circumstances where the Corporation is advanced sums of money from an insurer or through a loan or special levy which exceed the amount of the current fidelity bond:
 - A. The Board may, by Board resolution, increase the amount of the fidelity bond; or
 - B. An Owner may request a special general meeting be called to vote to direct the Board to adjust the amount of the fidelity bond;

45. INSURANCE DEDUCTIBLE

- a. An Owner is absolutely liable to the Corporation for the amount of the Corporation's insurance deductible to the maximum amount permitted in the Regulations for damage which emanates or originates in or from the Owner's Unit.
- b. This obligation does not apply to any exempt circumstances set out in the Regulations
- c. To add clarity to the above, for those incidents where the Corporation has insurance and the loss or damage is under the amount of the deductible or where the Corporation elects not to make an insurance claim for business or economic reasons, an Owner from whose Unit the loss or damage emanates or originates is responsible for the amount equal to that of the deductible or the value of the loss, whichever amount is less.
- d. The amounts of loss or the amounts of the deductibles referred to within this section may be assessed as against an individual Unit and treated as a contribution due and payable to the Corporation.

46. INSURANCE CARRIED BY OWNER

- a. An Owner shall carry insurance coverage for:
 - i. any payment due to the Corporation if the Owner is assessed or obligated to pay the Corporation's insurance deductible.
 - ii. betterments and improvements to the Unit and beyond the Standard Insurable Unit Description;
 - iii. alternative living expense or loss of rent coverage.
- b. An Owner shall, on request, provide proof of such insurance to the Board of Directors of the Corporation.

COMMON EXPENSES, CONDOMINIUM CONTRIBUTIONS, SPECIAL LEVIES AND COLLECTION OF ARREARS

47. COMMON EXPENSES

The Common Expenses of the Corporation shall include the following:

- a. all levies or charges on account of electricity, water, garbage removal, gas and utility services supplied to the Corporation;
- b. the cost of and charges for all Condominium Manager fees and the wages, taxes and other expenses payable to employees of the Corporation;
- c. all costs and charges on account of landscaping, maintenance and snow removal from the Common Property;
- d. all reserves for repairs and replacements of the Common Property;
- e. all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible under these Bylaws, if any;
- f. all costs of and charges for maintenance and repair of the Common Property for which the Corporation is responsible;
- g. all costs of and charges for all consultation, professional and servicing assistance required by the Corporation, including but not limited to all auditing, accounting, arbitration and mediation, engineering and legal fees and disbursements;
- h. the amount of all costs and expenses whatsoever, including but not limited to all maintenance and repair costs, financing charges, contribution, municipal taxes, Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation;
- i. reserves for future maintenance and expenses including the Capital Replacement Reserve Fund;
- j. all fees and charges for insurance for which the Corporation is responsible and that of the Insurance Trustee, if one is appointed;
- k. all obligations of the Corporation or the Board created by the Act or these Bylaws;
- l. all newsletters, memberships, subscriptions, condominium educational events for Board members, office equipment, supplies, printing and postage costs; and
- m. the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

48. ASSESSMENT FOR COMMON EXPENSES

- a. The Board or at its request the Condominium Manager must prepare a budget for the upcoming fiscal year. The budgets shall include an estimation of the amount of Common Expenses that will be incurred or required in such fiscal year, including

a reasonable allowance for contingencies and replacement plus any deficiencies from the previous year, less any expected income and any surplus from the funds collected in the previous year. The budget must be approved and sent to the Owners not less than thirty (30) days prior to the beginning of the fiscal year.

- b. Each year's estimate of Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factors of the Owners' respective Units shown on the Condominium Plan.
- c. If at any time it appears that the estimated assessment or contribution towards the Common Expenses will be insufficient to meet the needs of the Corporation, the Board may further assess and collect a levy or levies against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The amount or amounts are to be assessed to and upon the Owners in proportion to the Unit Factors of the Owners' respective Units shown on the Condominium Plan.

The Board shall give written notice of any levy in accordance with the Regulations.

- d. Each Owner shall:
 - i. be obligated to pay the assessments to the Corporation, as directed by notice, in equal monthly installments on or before the first day of each month during the fiscal year for which such assessment is made or in such other manner as the Board may designate; and
 - ii. pay interest on all assessments or payments in arrears at the Interest Rate simple interest, calculated from the date due to the date of payment in full.
- e. 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, and any Legal Expenses incurred by the Corporation in this regard shall be payable. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.
- f. The omission by the Board before the expiration of any fiscal year, to fix the assessments for the year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owners from their obligations to pay the assessments, or any installments thereof for that or any subsequent year. The monthly installments for the preceding fiscal year shall continue until new installments are fixed.
- g. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- h. The Treasurer or the Condominium Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance incurred.
- i. For clarity purposes, notwithstanding Bylaw 48 b. and c. where a provision of these Bylaws state that an amount owing is attributable to an Owner or a Unit as a

contribution against only that Unit, that amount shall be assessed as against the individual Unit and treated as a contribution and Common Expense assessment due to the Corporation.

49. DEFAULT IN PAYMENT OF ASSESSMENTS

- a. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Common Expense assessment (including interest on arrears) due to the Corporation in respect of the Owner's Unit, which lien shall be a first, paramount lien against such estate or interest subject to the provisions of the Act, and the *Land Titles Act of Alberta*.
- b. 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, 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.
- c. The Corporation is entitled to be paid by the defaulting Owner all Legal Expenses incurred in:
 - i. collecting payment of the common expense assessment or special levy;
 - ii. preparing, registering and discharging any caveat filed by the Corporation; and
 - iii. enforcing the caveat.
- d. The Corporation is not obligated to discharge the caveat until all arrears of the Owner, including interest and legal expenses, are paid in full.
- e. 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.
- f. It is agreed that payment towards arrears will be applied in the following manner, notwithstanding any direction by an Owner to the contrary:
 - i. firstly, to all Legal Expenses incurred by the Corporation to date;
 - ii. secondly, to all Legal Expenses to be incurred, if any, by the Corporation from the effective date until all amounts owing by the Owner have been repaid in full;
 - iii. thirdly, to the costs incurred by the Corporation in preparing, registering and discharging the Caveat;
 - iv. fourthly, to the interest accrued and continuing to accrue; and
 - v. fifthly, to the principal indebtedness outstanding.

- g. Any other Owner or person, firm or company whatsoever may pay any unpaid Common Expense assessment or special assessment with respect to a Unit, and upon such payment being made, such person, firm or company shall have a first, paramount lien, subject to the estates or interests previously 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 their lien, thereby created, in accordance with the other terms and conditions of this provision.
- h. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid Common Expense assessment or special levy shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgement therefor shall be maintainable as a separate action, suit, or proceeding without foreclosing, or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover its Legal Expenses.
- i. The Board may, by resolution, accelerate all payments of assessments or levies in the balance of the budgetary year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these Bylaws, including all Legal Expenses of the Corporation.
- j. Any tenant of a Unit, on receiving notice from the Corporation that the Owner of the Unit is in default of any payment or contribution or assessment levied by the Corporation or an installment of installments thereof, shall deduct from the rent payable to the Owner the contribution or assessment levied or the installment or installments in arrears and any interest owing thereon and the tenant shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the tenant.

50. COLLECTION OF CONTRIBUTIONS

The Board, on behalf of the Corporation, may collect the contribution of Owners on account of Common Expense assessments or special levies and other obligations of the Owners by monthly installments and in that regard may require pre-authorized payments, electronic fund transfer or post-dated cheques to be delivered by the Owners to the Board or the Condominium Manager.

51. VIOLATION OF BYLAWS

- a. Any infraction, violation or default on the part of an Owner in abiding by these Bylaws or any rules and policies established pursuant to these Bylaws may be corrected, remedied or cured by the Corporation, including, without restriction, actions, damages or injunctive relief.
- b. Any damages suffered, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default, including Legal Expenses, may be assessed as against an individual Unit and treated as a contribution due and payable to the Corporation.

52. RECOVERY OF COSTS AGAINST AN OWNER

- a. In addition to the rights provided within these bylaws, the Corporation may also recover any sum of money from the Owner of a Unit which the Corporation is required to expend as a result of any act or omission or violation of these Bylaws or any resolutions established pursuant to these Bylaws by an Owner.
- b. There shall be added to any judgement all costs of such action including indemnification of the Corporation's Legal Expenses.
- c. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

53. NOTICE OF DEFAULT TO MORTGAGEE

Any notice of default sent to an Owner may also be sent to the Mortgagee.

OWNERS' DUTIES, UNIT RESTRICTIONS AND ENTITLEMENTS

54. THE OWNERS' DUTIES

An Occupant shall:

- a. permit the Corporation and its agents, at all reasonable times on reasonable notice, except in case of emergency when no notice is required, to enter the Owner's Unit for the purpose of:
 - i. inspecting, maintaining, repairing or replacing pipes, wires, cables, ducts, conduits, plumbing, sewer, water, gas, electrical, transformer, telephone and telecommunications lines and other facilities for the furnishing of utilities 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 and updating the Common Property;
 - ii. ensuring that these Bylaws are being observed; and
 - iii. carrying out any of the obligations of the Corporation within the Act, Regulations or these Bylaws;
- b. allow the Corporation entry to the Unit without notice in the event of an emergency, for the purposes of protecting the property of other Owners and the property of the Corporation;
- c. immediately carry out all work that may be ordered by any municipal or public authority in respect of the Unit, and pay all utility charges, rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- d. repair, maintain and keep the Unit in a state of good repair;
- e. use and enjoy the Common Property in accordance with these Bylaws and all rules and policies prescribed by the Corporation in such a manner as to not

unreasonably interfere with the use and enjoyment by other Owners, their families, visitors or tenants;

- f. not use the Unit or permit it to be used in any manner for any purpose which may be illegal or injurious, or that will cause nuisance or hazard to any other person;
- g. notify the Corporation immediately, in writing, upon any change of registered ownership of the Unit or of registration of a mortgage against the title to the Unit;
- h. comply with and cause all the tenants, family, visitors and other occupants of the Unit to comply with the Act, Regulations, the Bylaws and policies in force from time to time;
- i. pay the Corporation when due all Common Expenses levied or assessed against the Unit together with interest at the Interest Rate;
- j. pay to the Corporation all Legal Expenses incurred as a result of having to take proceedings to enforce these Bylaws or the Act;
- k. pay the Corporation all Legal Expenses it has incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against the Unit;
- l. communicate any suggestions, questions or complaints regarding the Corporation, to the Board by email or in writing and addressed to the Corporation in an envelope marked to the attention of the Board. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation;

55. OWNER'S USAGE

- a. An Occupant shall not:
 - i. use the Unit for any illegal purpose;
 - ii. render a Unit unfit for human habitation;
 - iii. operate or use the Unit for commercial purposes without prior written consent of the Board. The Board may refuse to provide consent due to anticipated nuisance to other Occupants. For clarity purposes, daily or frequent attendance of the public are to be considered a nuisance.
- b. Further, short-term rentals for a commercial purpose, such as Airbnb are not permitted. All leases must be for at least three (3) months.

56. OCCUPATION OF UNITS

- a. Each Residential Unit shall be occupied only as Single-Family Home.
- b. The number of persons, adult and children, occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or regulatory authorities.

57. TENANTS

- a. An Owner shall not rent, lease or grant possession of his Unit to any tenant until the requirements of the Act are complied with, including:
 - i. until the Owner provides the Corporation with the name of the tenant and amount of the tenant's rent for the Unit; and
 - ii. until the Owner complies with the security deposit requirements of the Corporation and provides the Corporation with an address for service for the Owner for any notice that may be served pursuant to the Act or the Bylaws.
- b. In addition to the requirements of the Act, an Owner must provide written notice to the Corporation of a written undertaking of the tenant to be bound by the Bylaws of the Corporation and to not cause damage to the real or personal property of the Corporation or the Common Property.
- c. A tenant shall not move into or occupy a Unit unless the Bylaws of this section have been complied with. Nothing in these Bylaws shall in any way relieve, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying the Owner's Unit.

58. STRUCTURAL ALTERATIONS

- a. An Owner or Occupant shall ensure that:
 - i. no alterations, additions, decoration, redecoration, changes or installations be made on or adjoining the exterior appearance of any Unit by the Owner without the prior written consent of the Board;
 - ii. no structural alteration be made to the Unit including walls, whether partition walls or bearing walls, the ceiling or floor without the prior written consent of the Board;
 - iii. minor changes to plumbing or electrical are permitted. Any change to plumbing or electrical which requires a permit is not considered minor. Further, no changes be made in the heating, air conditioning, drainage, gas systems or non-minor changes to electrical or plumbing within or outside any Unit are permitted without the prior written consent of the Board;
 - iv. any approved changes to a Unit comply with all municipal, provincial and federal laws.
- b. Failure to comply with this Bylaw will result in the responsible Owner being liable for all costs incurred by the Corporation including indemnification of its Legal Expenses for causing the restoration of any alterations or changes made to the Unit or Common Property.

59. FIRE HAZARD, FIRE TABLES AND FIRE PITS

- a. Nothing may be brought to or done in the Unit or on the Parcel which will in any way increase the risk of fire or the rate of fire insurance premiums.
- b. Fire tables, deck heaters or fire pits are not permitted on the Parcel.

60. WATER

- a. Water shall not be left running unless in actual use in any Unit.
- b. All water taps, toilet flush valves and washers shall be kept in good repair.

61. PLUMBING AND SUMP PUMPS

- a. The Corporation is responsible for the repair, maintenance and replacement of primary sump pumps.
- b. The Owner is responsible for:
 - i. Sump pump monitoring;
 - ii. Reporting to the Board a problem with the sump pump;
 - iii. Installation of alarms, if any;
 - iv. Installation, maintenance and repair of a second back up sump pump, if required.
- c. The Board may require the sump pumps to be inspected and give direction on necessary repairs and maintenance.
- d. Toilets, sinks, tubs, drains and other water apparatus located in the Unit or the Common Property shall not be used for any purpose other than those for which they are constructed. No sweepings, diapers, flushable wipes, toys, garbage, condoms, feminine hygiene products, grease, rubbish, rags, ashes or other substances shall be deposited in or flushed through such apparatus.

62. COMBUSTIBLE MATERIALS

- a. Normal cleaning products and related household goods are permitted to be kept on the Parcel.
- b. No storage of gasoline, combustible or flammable goods, provisions or materials may be kept in a Unit or on the Parcel except in accordance with Board policy.

63. SEASONAL DECORATIONS AND EXTERIOR DECORATING

- a. Seasonal decorations may be displayed between November 15 and January 31 of each year, subject to weather conditions.

- b. Other seasonal decorations may be displayed within one (1) week of the seasonal event but must be removed no more than one (1) week after the date of completion of the event.
- c. The Board, in its reasonable discretion, may at any time request the immediate removal of any decoration which is deemed to be inappropriate or displayed too early or too long.
- d. No seasonal decoration may be stapled, nailed, or otherwise affixed in a manner which penetrates the Building envelope.

64. REAL ESTATE, ELECTION AND OTHER SIGNS

- a. An Owner or Occupant may display a reasonable election sign in the window of the unit for the duration of an election campaign; however, such sign is not to exceed two (2) feet by two (2) feet.
- b. One (1) "For Sale" sign can be placed in the window of a Unit, in respect of the offering of the Unit for sale.
- c. The Board may direct how and where on the Common Property a "For Sale" sign may be posted.
- d. No other signs, billboards, notices or other advertising material of any kind shall be placed on any part of a Unit or the Common Property without the written consent of the Board.

65. SATELLITE DISHES

- a. Satellite dishes are permitted with prior written consent of the Board.
- b. The Board may set restrictions on the installation of the satellite dish, which will prevent any nailing, screwing, or attachment to a Building which penetrates the building envelope.

66. PETS

- a. For this section, a Pet means:
 - i. a dog measuring no higher than seventeen (17") inches at the shoulder;
 - ii. an indoor cat;
 - iii. a fish aquarium not larger than twenty (20) gallons;
 - iv. a caged bird;
- b. A Unit may have up to two (2) dogs or cats in addition to the other Pets listed above; however, no other cat, dog, amphibian, arachnid, insect, animal, livestock, fowl or reptile of any kind shall be kept in any Unit.
- c. Notwithstanding the above, if the Board, in its reasonable discretion, deems any Pet to be causing unreasonable nuisance, risk or disturbance to other Occupants then the owner of the Pet shall immediately and permanently remove the Pet. For

clarity purposes, failing to pick up Pet waste is considered an unreasonable nuisance.

- d. All Pets that can be leashed will be required to wear one when on the Common Property and be under the control of the Occupant responsible for the pet.
- e. No Owner shall feed rabbits, pigeons, squirrels, gulls, or other birds or animals from the windows or decks of their Unit, or anywhere on the Parcel. Notwithstanding the foregoing, bird feeders are allowed but not on decks.
- f. No pets of any kind shall be kept on, defecate or urinate on, dig, or be allowed to run at large over any part of the Common Property. In the event that a Pet urinates or defecates on the Common Property, the waste must be immediately cleaned up by the Owner of the pet.
- g. The Owner of the Unit where the pet resides agrees to indemnify the Corporation as a charge as against his Unit from any expenditure incurred by the Corporation as a result of the Pet of the Owner including but not limited to cleaning up of waste, odour control, or repair of common property damaged by or in the recovery of the Pet.
- h. Notwithstanding Bylaw 66 a., all pets who reside in a Unit prior to the passing of these Bylaws are to be considered grandfathered and therefore permitted to remain until the pet passes away or moves out of the Unit. Any subsequent pets must comply with the requirements of being a Pet.
- i. Notwithstanding Bylaw 66 a. through h., where a disabled person is legally entitled to the assistance of a service animal pursuant to the *Service Dogs Act*, S.A. 2007, c. S-7.5, such animal may be kept by or accompany that person wherever necessary.
- j. Visiting pets must comply with the provisions of this Bylaw.

67. GARBAGE

- a. Occupants shall tightly wrap, tie and containerize their garbage and shall dispose of it in garbage containers in such location as may be directed by the Board from time to time. The following rules must be observed:
 - i. debris shall be completely drip-free before it leaves the Unit and is carried to the pick-up areas in a careful manner and in a drip-proof container;
 - ii. construction or renovation materials shall be removed at the Owner's expense;
 - iii. items capable of being recycled shall be sorted and placed in the appropriate recycling containers or removed from the site by the Owner; and
 - iv. mattresses, appliances, electronics, couches or other bulky items must be removed by the Owner.

- b. The Board may establish a policy for the storage of garbage bins.

68. NOISE

- a. An Occupant shall not make or permit any disturbing noises within the Owner's Unit or on the Common Property or do or permit anything to be done which will interfere with the rights, comfort or convenience of other occupants of the Parcel.
- b. To add clarity but in no way restrict the above, an Occupant shall not play or permit to be played loudly any musical instrument, gaming system, stereo, radio or television or another device, nor shall any Occupant practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other members or occupants of the buildings.

69. CONSTRUCTION HOURS

Owners may conduct renovations in their Unit that would otherwise not unreasonably disturb any other between the hours of 8 a.m. to 7 p.m.

70. SALES, EXHIBITS AND GARAGE SALES

No garage sales, auctions, group tour or exhibition of any Unit or its contents are permitted to be held in any Unit or on the Common Property without the prior written consent of the Board.

71. BARBEQUES

- a. An Owner shall be entitled to have a barbeque or other similar cooking device on their deck, provided that the barbeque is kept and used as far away from the building, fences and railings as practical.
- b. Only natural gas, propane and electric fuel sources are permitted. No charcoal briquettes are permitted.

72. HOT TUBS

No hot tub, jacuzzi or similar device may be built or placed on the Common Property.

73. PRIVACY

- a. No Occupant shall trespass on any part of the Parcel or Common Property to which another Occupant is entitled to exclusive use. No Occupant shall have any right of access to those parts of the Common Property used for the care, maintenance or operation of the Units or the Common Property.
- b. The Corporation shall comply with the *Personal Information Protection Act*, R.S.A. 2003, c.P-6.5.

74. HEALTH

Units must be kept clean and in good order and shall not be allowed to become unsanitary or unsightly in appearance.

75. CANNABIS, SMOKING AND HYDROPONICS

- a. Smoking or vaping of cannabis is permitted within a Unit provided that an effective air purification device is in use. Cannabis may not be smoked on a deck or on the Common Property.
- b. Cannabis may not be grown anywhere on the Parcel.
- c. Smoking materials, including cannabis and tobacco, must be disposed of in an appropriate ashtray.

76. APPEARANCE OF UNITS

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the reasonable of the Board, aesthetically displeasing when viewed from the outside of the Unit.

77. PERSONAL BELONGINGS

- a. All Occupants will cause all articles belonging to their Unit other than patio furniture, plant pots and barbeques to be kept in their Units when not in actual use.
- b. Each Occupant will comply with all reasonable requests of the Board that bicycles, toys, articles and household effects belonging to the Occupants be put away inside the Unit when not in actual use, or stored in such appropriate place as may be designated by the Board from time to time.

78. LAUNDRY

No laundry shall be hung anywhere other than inside any Unit.

79. AWNINGS, SHADES OR SCREENS

Awnings, shades or screens may not be erected over the outside of the windows, nor shall any articles be hung or placed outside the window sills of any Unit without the prior written consent of the Board.

80. AIR CONDITIONERS

- a. Air conditioning systems can be installed with prior written consent of the Board. Owners should consult their neighbours prior to seeking consent of the Board.
- b. No window mounted air conditioning unit will be permitted. Further, no air conditioning systems which risk deterioration to the Common Property by way of drainage will be permitted.
- c. Should the Board deem any air conditioner to be causing nuisance to other occupants or damage to the Common Property, for any reason within the reasonable discretion of the Board, the Board may demand and the Owner shall remove or repair the air conditioning unit within four (4) weeks of such demand.

81. PARKING

- a. A visitor may park their motor vehicle in a stall designated by the Board for visitor parking. No Occupants may park in visitor parking except in accordance with a policy established by the Board.
- b. No person may park a motor vehicle on the grass. Parking on the roadway of the cul-de-sacs is not permitted.
- c. An Occupant may not park a motor vehicle or leave any other obstacles in the emergency access routes located on the Parcel.
- d. An Occupant shall not allow or permit the Common Property, including roadways, to be used for the parking of motor vehicles except in such areas designated by the Corporation as visitor parking. All areas designated by the Corporation as visitor parking shall be used only by guests of the Occupant to park motor vehicles owned by such guests while visiting such Occupant.
- e. Recreational vehicle parking for loading and unloading may only occur in accordance with Board policy.

82. MOTOR VEHICLES

- a. No motor vehicles other than a passenger vehicle, being a car, motorcycle, motorized scooter, trucks up to one ton, sport utility vehicle or van, shall be parked in any parking space within the Common Property without the prior written consent of the Board, which consent the Board may withdraw at any time on fifteen (15) days' notice.
- b. All vehicles must fit within the interior boundary of the parking stall being used.
- c. Parking of motorcycles requires a base beneath the kickstand to prevent damage to the parking area.
- d. No motor vehicle, including vehicles used for furniture moving, shall be driven on any part of the Common Property other than on a driveway, roadway or parking space.
- e. No horse trailer, tent trailer, boat, trailer, snowmobile, machinery or equipment of any kind shall be parked within the Common Property other than as approved by the Board in writing.
- f. No repairs or servicing of motor vehicles may be carried out within the Common Property.
- g. A motor vehicle which is:
 - i. not in running order;
 - ii. undergoing repairs of any nature;

- iii. not insured; or
- iv. not displaying valid license plates

may not be parked or located upon the Parcel except as permitted by the Board in writing.

83. DOOR AND WINDOW REPAIR, MAINTENANCE AND REPLACEMENT RESPONSIBILITY

- a. This Bylaw clarifies the responsibility for garage door, Door, and Window repair, maintenance and replacement
- b. The Corporation is responsible for:
 - i. installing and replacing the overhead garage door, rails, springs and connecting cables.
 - ii. Installing, repairing, maintaining and replacing all exterior Doors.
 - iii. Installation, repair, maintenance and replacement of exterior Windows, subject to section 83 c iv.
- c. The Owner is responsible for:
 - i. repair and maintenance of electronic motor door opener, door opening remote and the rollers, chains and other moving parts.
 - ii. the repair, maintenance and replacement of the lock, weather-stripping, and interior door paint.
 - iii. Cleaning Windows, screen or frame, inside and out.
 - iv. Damage to Doors or Windows caused by Occupants, visitors, invitees, agents or pets.
- d. The Corporation may inspect the Doors, garage door mechanism and set out required repair or maintenance to be completed. The cost of the inspection is a Common Expense, however the cost of any repair or maintenance is in accordance with the above.

84. SIDEWALKS, WALKWAYS AND PARKING AREAS

The sidewalks, walkways, driveways and parking areas shall not be obstructed by any Occupant or used by them for any purpose other than for entering and leaving his Unit. Parking areas shall not be used for any purpose other than the parking of motor vehicles and no Occupant shall trespass in any parking areas which the Occupant of another Unit is entitled to use and occupy.

85. STRUCTURES ON COMMON PROPERTY

- a. No building, trailer (either with or without sleeping, eating or living accommodation) structure or tent may be erected, located, kept or maintained on the Common Property without the prior written consent of the Board.
- b. No part of the Common Property may be used for the erection, placing or maintenance of recreation or athletic equipment, incinerators, fences or other barriers, hedges, trees, gardens or other vegetation except with the prior written approval of the Board. If such approval has been given, the Board may subsequently withdraw such approval and in such event the Owner shall comply with the direction of the Board to remove such item or items.

86. PERSONAL INJURY

- a. The Corporation, its Board members, officers, employees or agents will not be responsible to any Occupant of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Occupant including but not limited to:
 - i. the parking areas provided on the Parcel;
 - ii. any part of the Parcel designated for the exclusive use and enjoyment of any Occupant;
 - iii. any contents, personal property, or improvements in or to any Unit; or
 - iv. any personal injury occurring on the Parcel.

87. TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Occupants shall observe and abide by all rules and policies established from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including, speed limits, restricted parking, emergency access routes, and directional controls.

88. RECREATION USE

The Board may create reasonable rules for the recreational use of Common Property, subject to Bylaw 16.

89. LANDSCAPING

- a. Occupants shall not harm or allow the mutilation, destruction, waste, alteration, add to or litter the Common Property or the property of the Corporation, including without limitation any part of the buildings and other fixed improvements forming part of the Common Property or any and all chattels owned or kept by the Corporation.
- b. For clarity purposes, Occupants are not permitted to harm, mutilate, destroy, waste, add to or alter any landscaping works, flowers, flower beds, grass or hedges without prior written consent of the Board.

90. SNOW REMOVAL

The Corporation shall regularly cause the removal of snow from the Common Property, including sidewalks, roadways, front steps, parking areas and driveways.

91. MAINTENANCE OF COMMON PROPERTY AND UNITS

- a. The Corporation shall regularly maintain grass, trees, shrubs, sidewalks, roadways, parking areas and common area lighting.
- b. Each Occupant shall be responsible for the repair and maintenance within the Residential Home. The Occupant is responsible for watering trees and shrubs. In addition, each Occupant shall keep any area outside the Residential Home neat, tidy and free of junk and debris.
- c. The Board may set a policy of what can be planted by an Occupant and where.

92. SANCTIONS FOR VIOLATION OF BYLAWS

- a. The Corporation may levy monetary or other sanctions against an individual who fails to comply with the Bylaws.
- b. Prior to the imposition of any sanction, the Board must:
 - i. Investigate the alleged breach of Bylaws;
 - ii. Pass a resolution expressing the intention to issue a sanction; and
 - iii. Provide the notice of intention to sanction in accordance with, and including such documentation set out in, the Regulations.
- c. If the notice period has expired and the requested action or written response is unsatisfactory to the Board, the Board, acting reasonably, may pass a resolution issuing the sanction. Any such sanction will include the description and other information required in the Regulations.
- d. If the sanction is a monetary sanction, then:
 - i. The first Bylaw violation will have a sanction of up to five hundred (\$500) dollars; and
 - ii. The second and subsequent violations of the same Bylaw will be up to one thousand (\$1,000) dollars.
 - iii. If the Regulations are amended to reflect alternate maximum amounts for monetary sanctions then this section is to be amended and read to reflect the amounts in the Regulations;
 - iv. Generally, if a monetary sanction has been issued for a particular Bylaw violation, the amount of the monetary sanction determined by the Board should be similar for breaches of the same Bylaw by different Owners or tenants;

- e. Notwithstanding that the Corporation has the ability to issue sanctions, the Corporation may avail itself of any other remedies available under the law and do whatever is reasonable and necessary to correct, remedy or cure the violation. This includes applying to Court for an injunction.

93. AGE RESTRICTION

The Corporation had an age restriction in place prior to January 1, 2018 through a restrictive covenant registered at Land Titles as instrument number 942 372 746. The language in the restrictive covenant has been maintained in this Bylaw, with modifications to reconcile defined terms and changes in the relevant law.

- a. A Unit or residence shall not be occupied by a person who has not attained their thirtieth (30th) birthday.
- b. Notwithstanding Bylaw 93(a), a Unit or residence may be occupied by a person who has not attained their thirtieth (30th) birthday if that person:
 - i. is the spouse or adult interdependent partner of an occupant who has attained their thirtieth (30th) birthday;
 - ii. is a surviving spouse or adult interdependent partner of a deceased former occupant of the Unit who, at the time of death, was cohabitating with the deceased former occupant;
 - iii. is providing home-based personal or health care services to an Occupant of the Unit;
 - iv. is or are minors, related by blood, adoption, marriage or by virtue of an adult interdependent partnership, to an Occupant of the Unit, of whom the Occupant has, since commencing occupancy of the Unit, become the primary caregiver due to an unforeseen event;
 - v. occupies the Residential Unit for less than sixty (60) days in a calendar year. For clarity purposes, the sixty (60) days is the total that any underage occupants may occupy the Residential Unit in a calendar year. A Residential Unit may not have an underage person occupy for sixty (60) days and then bring in a new person for an additional sixty (60) day period; or
 - vi. the Board has granted permission for the underage Occupant to be in the Residential Unit for compassionate purposes. The Board may extend the stay for additional periods. The Owners may terminate such permission through an Ordinary Resolution.
- c. On December 31, 2032, this section is amended such that any reference to “thirtieth” or “30th” is replaced with “fifty-five” or “55” as the case may be.
- d. Any person who previously complied with the age restriction prior to the transition on December 31st, 2032 is to be considered grandfathered and permitted to remain.

94. PARTY WALL AGREEMENT

- a. Each Owner acknowledges that each Unit has at least one (1) common wall with an adjoining Residential Home and that the common wall is located as nearly as practicable upon the property dividing line between the two (2) Units. The common wall, known as a party wall, is an element of Common Property owned by the Corporation. Each Owner agrees with each other Owner as follows:
 - i. The common wall constructed on the line between the adjoining Units has been constructed as a party wall to be used for the joint purposes of the adjoining residences and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of their adjoining residences the enjoyment of a right to support and use, all to the intent that no portion or party of the party wall erected shall for any purposes whatsoever be construed or deemed to be an encroachment on any adjoining Unit and shall continue as a party wall perpetually and to the extent that any portion or party of the party wall shall encroach upon any Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purpose of such encroachment.
 - ii. Each Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or linear extension thereof in respect of the width of the party wall constructed upon that Owner's Unit to the intent such easement shall be annexed to and run with such Unit in accordance with the provisions herein set forth.
- b. In the event that the party wall requires repair or maintenance required or necessitated due to the accidental, negligent, willful or wanton act or acts of any Owner, invitee or licensee thereof, it is agreed by each Owner that the costs of such repairs or maintenance shall be solely borne by the Owner or any invitee or licensee whose accidental, negligent, willful or wanton act or acts required or necessitated the repair or maintenance.
- c. Each Owner shall afford any adjoining Owner and that Owner's agent or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and or repaired and or maintained (provided that in connection with such access reasonable notice shall be given and as little damage as possible will be occasioned to the property of the other Owner and that in the event of any damage being occasioned to the property of the other Owner, such damaged will be repaired to the satisfaction of the other Owner at no other cost to the other Owner).

SCHEDULE A

Code of Ethics for the Board of Directors of The Owners: Condominium Plan No. 942 3847 o/a Estates Village

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 term 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 Condominium Plans, Bylaws, rules, resolutions, policies, agreements and requirements of the Condominium Property Act and other legislation.

Conflict of Interest - I am not currently aware of any actual or potential conflict of interest, direct or indirect, with respect to any material 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 disclose the nature and extent of my interest in writing to the board at the first opportunity or at the next board meeting where such contract or transaction is first considered. I will not be present during discussion of the contract or transaction at a board meeting, vote or be counted in the quorum, and my disclosure shall be recorded in the minutes of the meeting. 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 Bylaw. 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 and will not criticize directors with whom I disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation - I will refrain from expressing any detrimental supposition, erroneous or defamatory statement about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation. I shall only publicly state detrimental information in a manner which is accurate, unbiased and non-malicious.

Abuse of Proxies - When collecting proxies, I will not make any false, misleading, fraudulent or defamatory statement. I will fairly inform the proxy grantor how I intend to exercise any vote with respect to the proxy.

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.

Performance of Duties - I will commit the necessary efforts, will exercise the appropriate leadership and will assume such duties as may reasonably be required to fulfill my role as a Director or Officer. I will participate in conducting the Board's business in the form of resolutions, policies, rules or by-laws as the circumstances require. I will comply with principles of good governance and procedural rules of order. I will become well-informed on issues and agenda items in advance of meetings. I will assist the Board to supervise, monitor and direct the ongoing daily management of the Corporation by the Condominium Manager. I will duly consider the information and advice provided by the Condominium Manager and others and will seek opinions, when appropriate, from experienced professionals when necessary to reach a proper decision. I will follow the precept: "Directors direct; managers manage."

Monitor Financial Health - I will pay particular attention to monitor the financial health, physical state of maintenance and repair, management, administration, appearance and welfare of the Corporation. I will support required funding of the reserve fund and an appropriate funding plan to fulfill the criteria of the Corporation's current Reserve Fund Study or Update. I will assist in preparing or reviewing the Corporation's annual Budget in a manner which appropriately reflects the actual financial needs of the Corporation, regardless of owners' complaints when it becomes necessary to increase common expenses.

Scope of Authority - If I am elected or appointed as the President, Secretary, Treasurer or other officer of the Board, I will refrain from autocratic governance, but will act properly within the scope of my authority and in response to the will of the Board. I will never exercise authority as a Board member except when acting in a meeting of the Board or as I am delegated to do by the Board.

Education - Recognizing that governance of a condominium corporation involves complex and changing requirements, I will continue to educate myself by reading relevant condominium industry magazines and newsletters. I will support attendance by one or more board members at any condominium seminars.

Binding Effect - I wish to assure owners and my fellow Directors of my ethical commitment to perform my duties in the Corporation's best interests. Any amendment or termination of my agreement to this **Directors' Code of Ethics** shall be set out in writing attached hereto as Schedule "A" and shall promptly be presented to the Board. This document shall constitute a non-confidential record 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____.

SIGNED,

Witness

Printed Name

Director

Printed Name