DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

SCHEDULE "D"
TABLE OF CONTENTS and PURCHASER'S RECEIPT OF DISCLOSURE PACKAGE

The Purchaser acknowledges receipt from the Vendor on or before the date of execution of this Agreement, of the Agreement and Disclosure Package comprising the documents set out in the Table of Contents below.

The Purchaser(s) further acknowledges he/she/they has/have been or will be afforded the opportunity to consult with legal counsel to review this Agreement and the Disclosure Package prior to the expiry of any rescission period provided under the *Condominium Property Act* (Alberta).

		Specify the section of the *Act (Italicized)* or Regulations (**bold**) to which this item belongs	Specify the location of the document or requirement
1.	Offer to Purchase and Agreement of Purchase and Sale (Lowrise) (the "***Agreement***")	*12(1)(a)*	
2.	Proposed Plans (a) Proposed Strata Plan (b) Proposed Lowrise Condominium Plan (c) Proposed Parkade Condominium Plan (d) Proposed Tower Condominium Plan	*12(1)(b) and 12.2(d)*	*Disclosure Package*
3.	Proposed Bylaws (a) Proposed Lowrise Bylaws (b) Proposed Parkade Bylaws	*12(1)(c)*	*Disclosure Package*
4.	Proposed Management Agreement	*12(1)(d)*	*Disclosure Package*
5.	Proposed Recreational Agreement (if applicable)	*12(1)(e)*	*N/A*
6.	Home warranty insurance contract under the *New Home Buyer Protection Act* under which the Condominium Corporation will be a named insured	*12(1)(i)*	*Disclosure Package*
7.	Occupancy Date Statement	*12(1)(k)*	*Agreement* - "Material Terms", page 4
8.	Proposed Budget prepared in accordance with and including the information required by s.20.03(1) of the Regulations	*12(1)(l) and 12.2(c)*	*Disclosure Package*
9.	Name and Address for Service of the Vendor	**20.01(1)(a)**	*Agreement* - "Material Terms", Item 2
10.	Name and Address for service of the Trustee	**20.01(1)(c)**	*Agreement* - "Material Terms", Item 3
11.	Floor Plan of the Condominium Unit including specifications of the materials to be used to finish the Condominium Unit	**20.01(1)(d)**	*Agreement* – Schedule "C"
12.	List of any Fees, Rents, or other charges that the Corporation is required to pay to the Vendor or a third party for the use of any Units, proposed Units or other real or personal property	**20.01(1)(g)**	*Agreement* - "Material Terms", page 2
13.	Copy of the valid certificate of title showing the developer as the owner of the Lands on which the Condominium Plan is to be registered	**20.01(1)(h)(i)(A)**	*Disclosure Package*
14.	The amount of any occupancy fees the Vendor will charge prior to contributions being levied at regular intervals by the Condominium Corporation	**20.01(1)(k)**	*Agreement* - "Additional Terms" Article V
15.	Any other fees the Vendor will charge	**20.01(1)(l)**	*Agreement* - "Material Terms", page 2

Purchaser's Initials
Vendor's Initials

DS DS

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR

SHEET 1 OF 5

TENTATIVE PLAN

CITY OF CALGARY

BRIDGELAND

PLAN SHOWING SURVEY OF

STRATA SPACE SUBDIVISION

AFFECTING

LOT 35, BLOCK B, PLAN 161 2052

ALL WITHIN THE

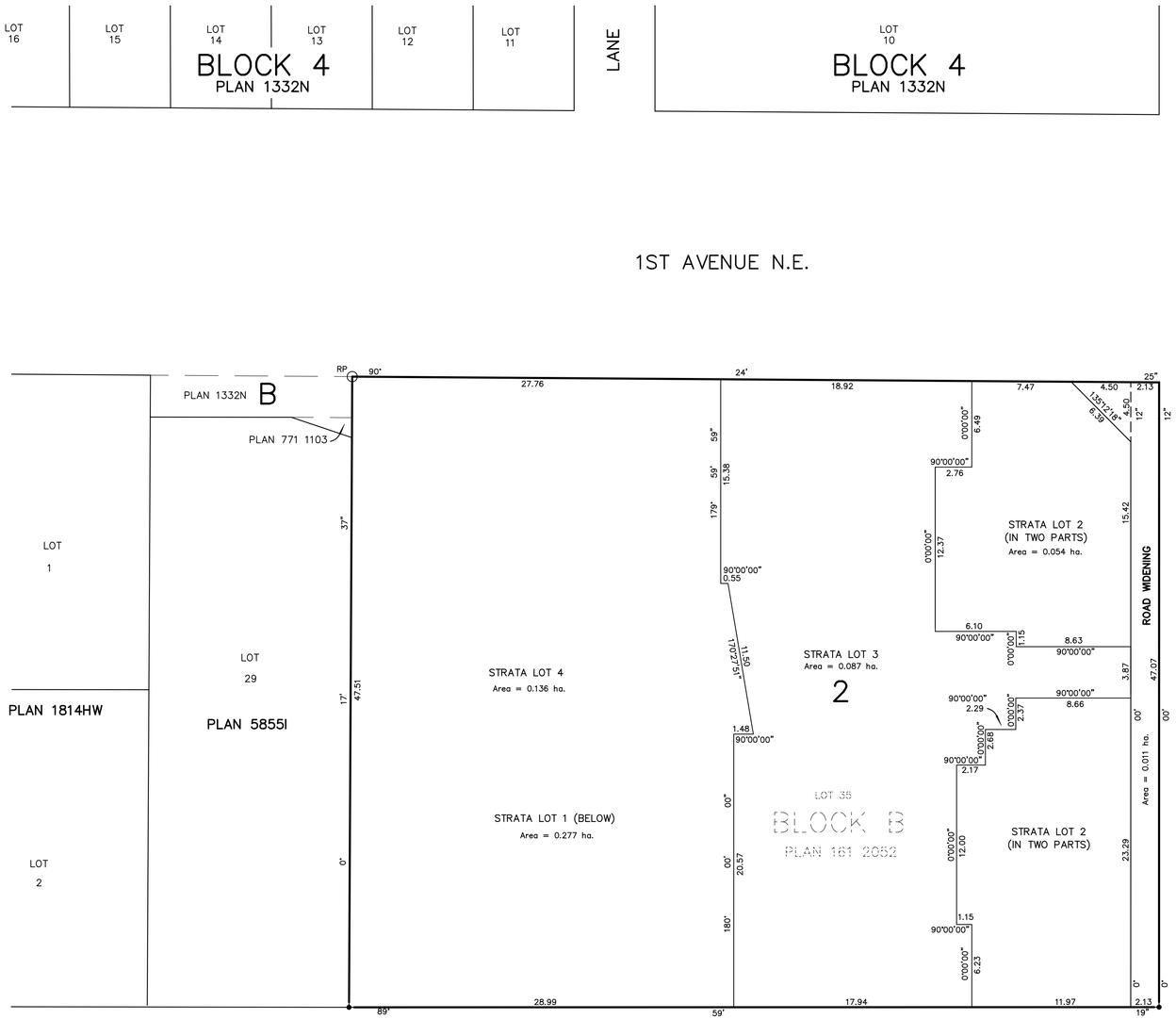
S.E. 1/4 SEC 22, TWP. 24, RGE. 1, W.5th. M.

A L B E R T A

2020

BY: JESSICA BARICH, A.L.S.

SCALE : 1 : 200



2 0 2 4 6 8 10 20 Metres

LEGEND:

Portion to be Registered by this survey is outlined thus.
Statutory Iron Posts found are shown thus 501
The Positions where Iron Posts are to be placed Pursuant to Section 47 of the Surveys Act are numbered thus 510
Reference Monuments are numbered thus 500
Geo-reference point is a found Iron Post and is shown thus RP
Alberta Survey Control Markers (ASCM) found are shown thus.

NOTES:

Distances are shown in metres and decimals thereof
Distances along curves are ARC distances.
This plan contains 0.288 hectares.
This plan consists of 4 strata space parcels
Bearings are GRID and were derived from GPS Observations to ASCM's 11726, 30086, 153254, and 192658
Elevations are GEODETIC and derived from ASCM's 153254 (elevation 1041.689)
Strata lots are horizontal or vertical planes unless otherwise noted
Horizontal and Vertical planes defined by centreline on wall or floor where applicable.

DATUM : NAD 83 (ORIGINAL)
PROJECTION : 3° Transverse Mercator
REFERENCE MERIDIAN : 114° West
COMBINED FACTOR : 0.999736
GEO-REFERENCE POINT CO-ORDINATE VALUES ARE: N.: 5,657,460.680 E.: -3,695.385

CO-ORDINATE VALUES FOR POSITIONS OCCUPIED BY MONUMENTS FOUND OR PLACED BY THIS SURVEY, SURVEY CONTROL MARKERS USED, REFERENCE MONUMENTS INSTALLED AND THE LOCATION OF ALL MONUMENTS TO BE PLACED IN ACCORDANCE WITH SECTION 47 OF THE SURVEYS ACT, ARE SHOWN IN A TABLE OF COORDINATES ON THIS SHEET.

ABBREVIATIONS: (where applicable)

Found abbreviated thus	Fd.
Placed abbreviated thus	Pl.
Statutory Iron Post abbreviated thus	Re-est.
Re-established abbreviated thus	
Mark abbreviated thus	Mk.
Marks abbreviated thus	Mks.
Hectare abbreviated thus	ha.
Countersunk abbreviated thus	c.s.
Section abbreviated thus	Sec.
Township abbreviated thus	Twp.
Range abbreviated thus	Rge.
Meridian abbreviated thus	M.
North abbreviated thus	N.
East abbreviated thus	E.
South abbreviated thus	S.
West abbreviated thus	W.
Right of Way abbreviated thus	R/W
Marker post abbreviated thus	Mp.
Utility abbreviated thus	U.
Arc Length abbreviated thus	L
Curve Radius abbreviated thus	R
Central Angles of curve are shown thus	Δ
Public Utility Lot abbreviated thus	PUL
Municipal Reserve abbreviated thus	MR
Environmental Reserve abbreviated thus	ER
Radial bearings are shown thus	(R)
Overland Drainage abbreviated thus	O.D.
Boundary abbreviated thus	Bdy.
Intersection abbreviated thus	Int.
Geo-Reference Point abbreviated thus	RP

SURVEYOR:

NAME:
JESSICA BARICH, A.L.S.

SURVEYED BETWEEN THE DATES
FEBRUARY 24, 2015
AND
IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 085 WATT CONSULTING GROUP LTD.

REGISTERED OWNERS:

MINTO (4th AND MARSH) INC.

SUBDIVISION AUTHORITY:

NAME: CITY OF CALGARY FILE NO.: SB2019-XXXX

WATT
Consulting Group
www.wattconsultinggroup.com

Watt Consulting Group Ltd.
#310, 3016 - 5 Avenue NE
Calgary, Alberta T2A 6K4
T. 403.273.9001
F. 403.273.3440

DRAWING FILE NAME: 14L1964-001-STRATA SHEET 1.dwg	
DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964-001

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

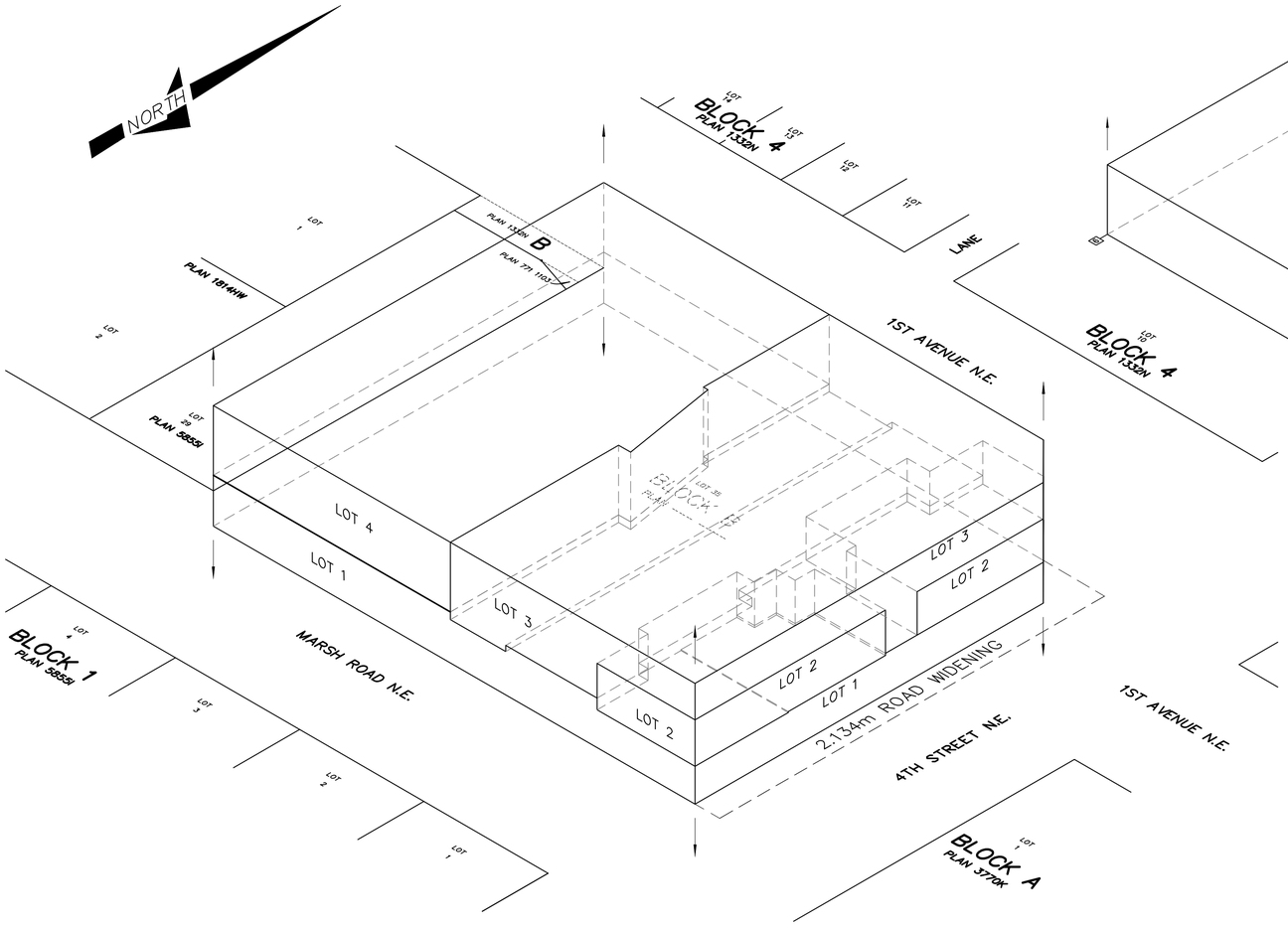
PLAN NO. _____

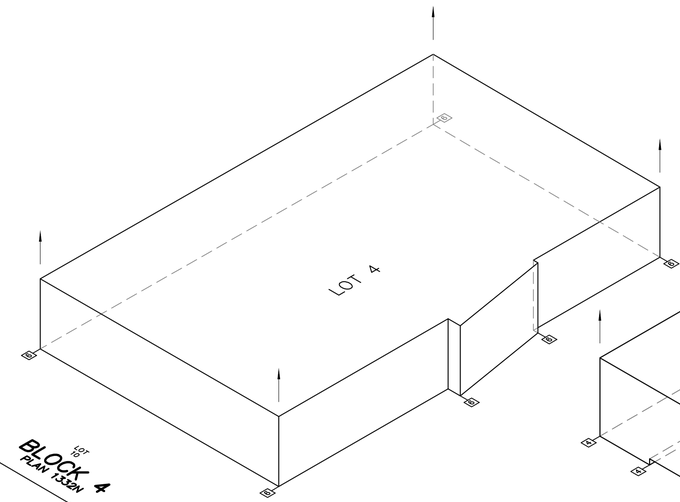
ENTERED AND REGISTERED

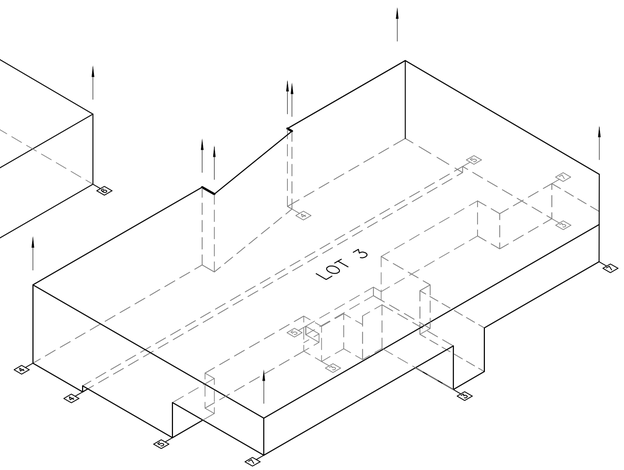
ON _____

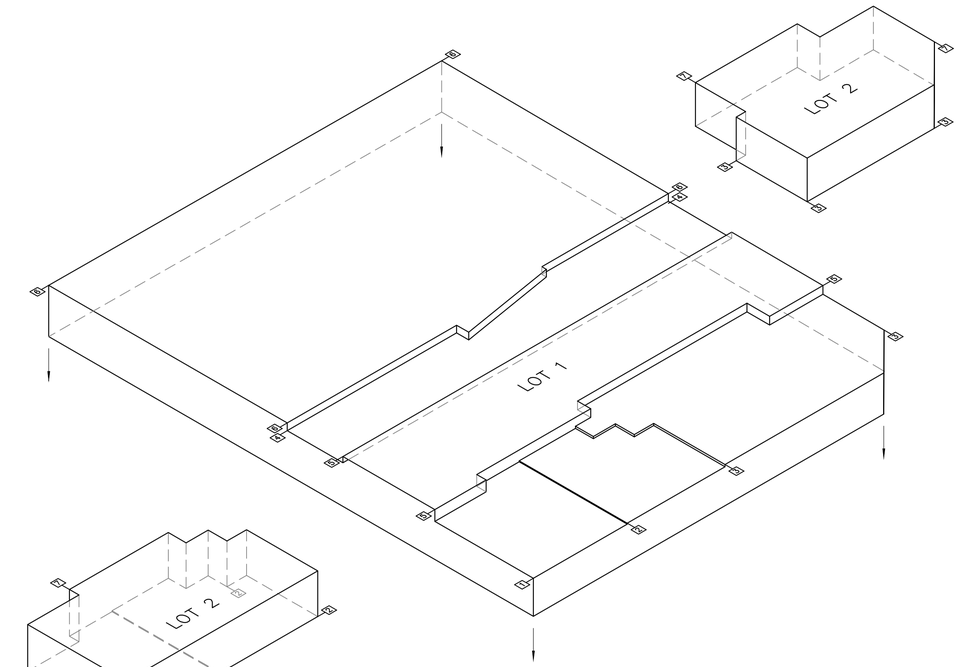
INSTRUMENT NO : _____

A.D. REGISTRAR









SCHEDULE OF ELEVATIONS

NO.	ELEVATION
1	99.52
2	99.62
3	99.85
4	100.11
5	100.77
6	100.92
7	101.17

DRAWING FILE NAME: 14L1964–002 SHEET 2.dwg	
DRAWN BY: A. MATHKOUR	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–001

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

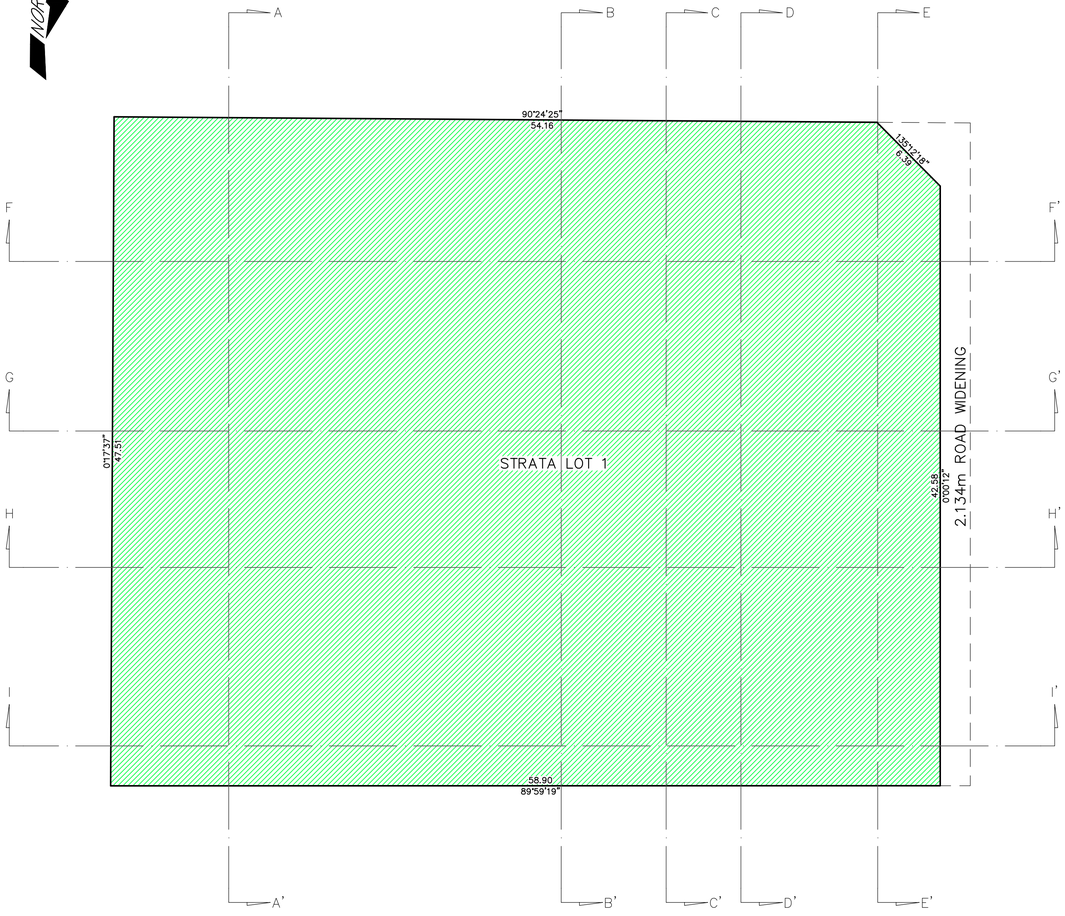
ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

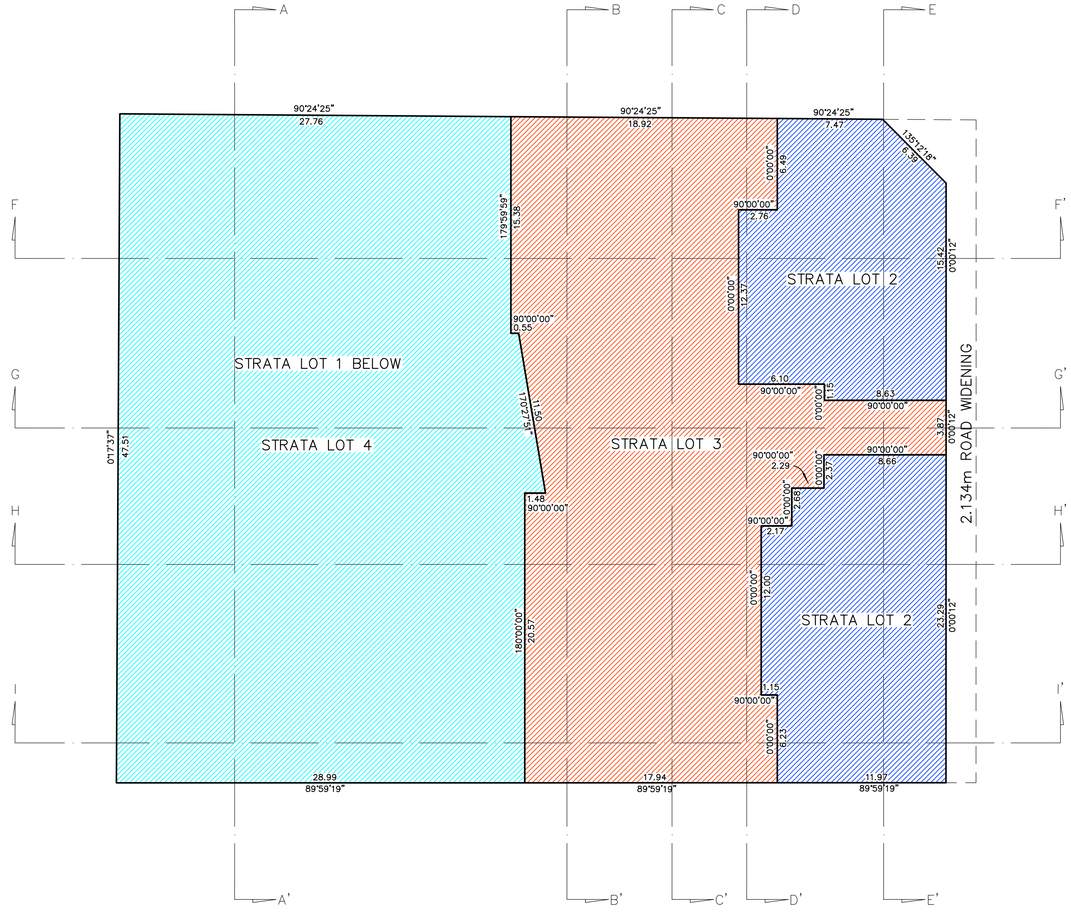
A.D. REGISTRAR

NORTH



STRATA BOUNDARY PARKADE P1

FROM 99.52 M AND BELOW



STRATA BOUNDARY MAIN FLOOR

FROM 99.52 M TO 101.17 M

DRAWING FILE NAME: 14L1964-002 SHEET 3.dwg	
DRAWN BY: A. MATHKOUR	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964-001

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

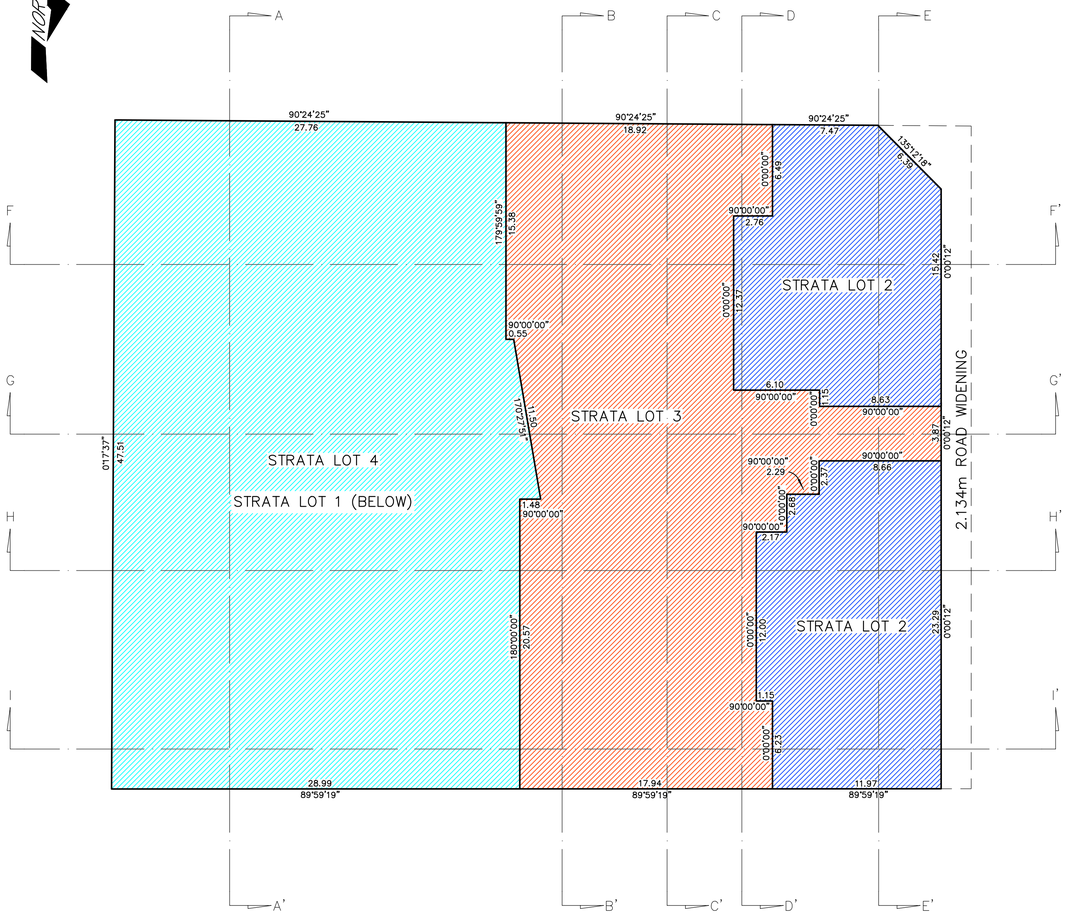
ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR

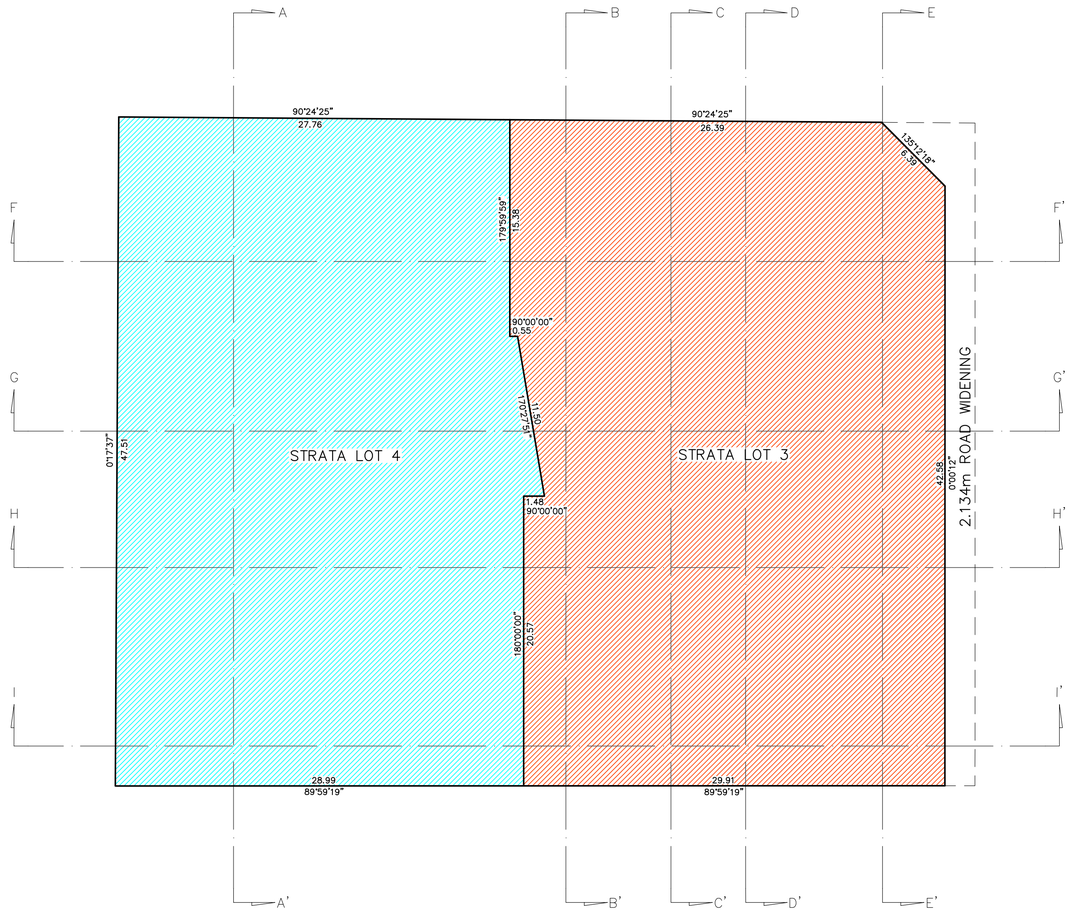
SHEET 4 OF 5

NORTH



STRATA BOUNDARY SECOND FLOOR

FROM 101.17 M TO 104.55 M



STRATA BOUNDARY THIRD FLOOR

FROM 101.17 M TO 104.55 M

DRAWING FILE NAME: 14L1964–002 SHEET 4.dwg	
DRAWN BY: A. MATHKOUR	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–001

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

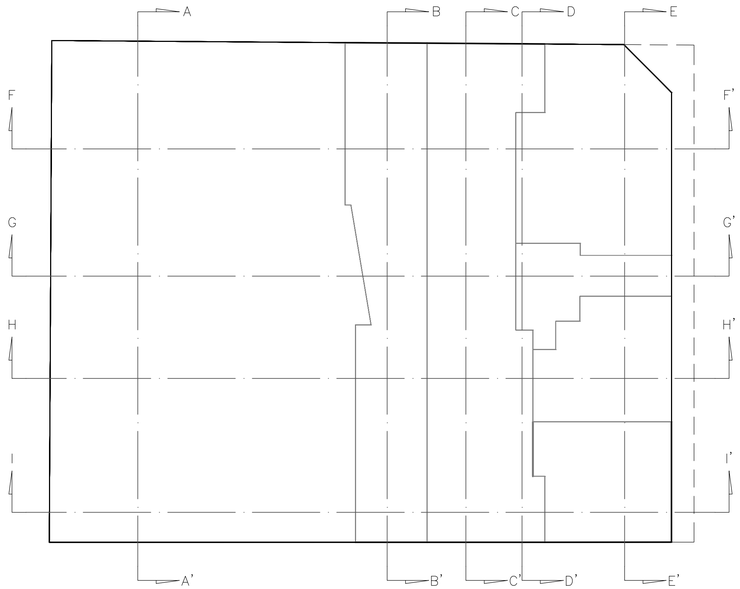
ENTERED AND REGISTERED

ON _____

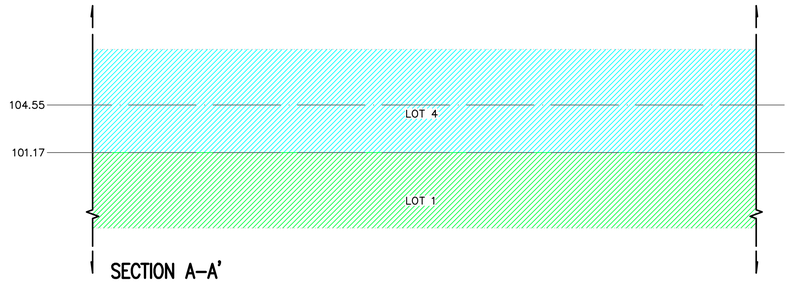
INSTRUMENT NO : _____

A.D. REGISTRAR

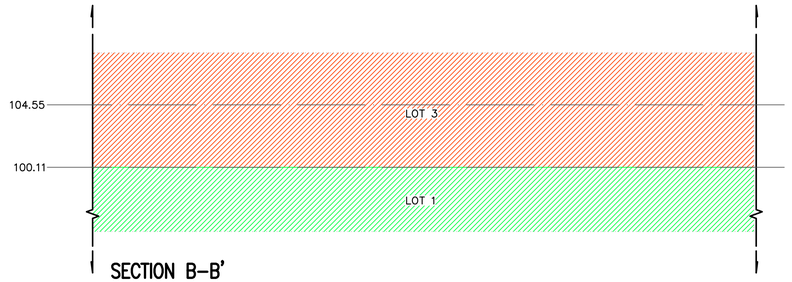
SHEET 5 OF 5



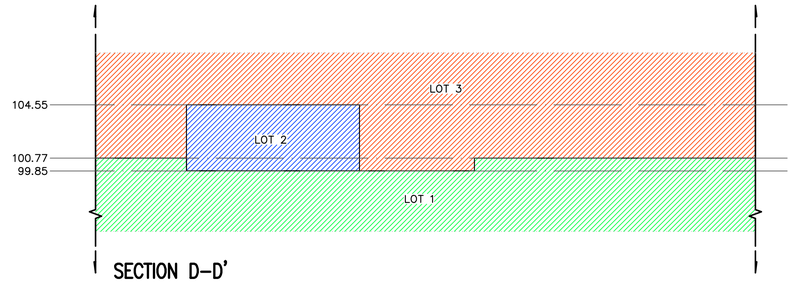
STRATA CROSS SECTION REFERENCE
N.T.S.



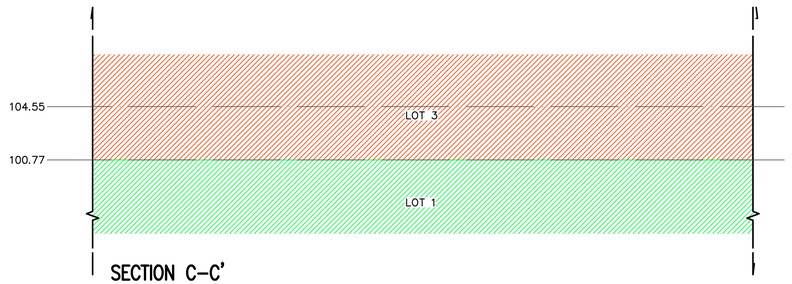
SECTION A–A'



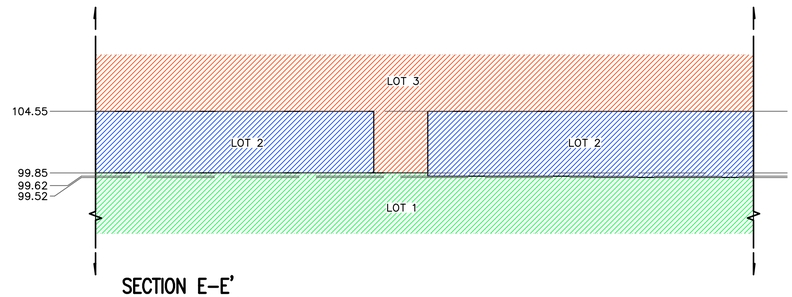
SECTION B–B'



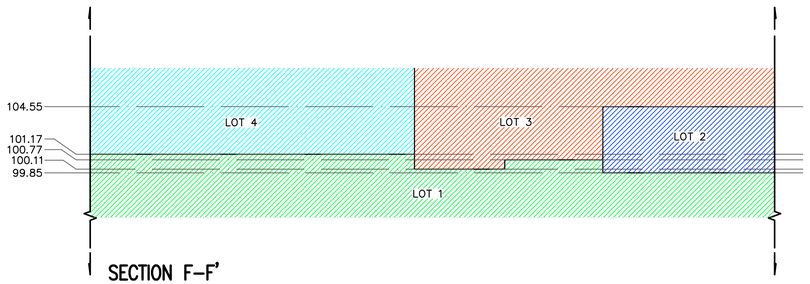
SECTION D–D'



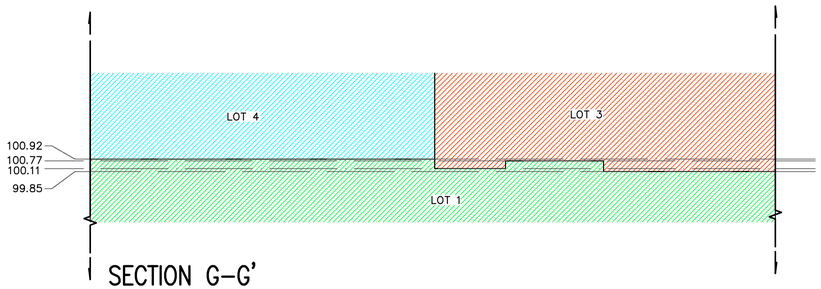
SECTION C–C'



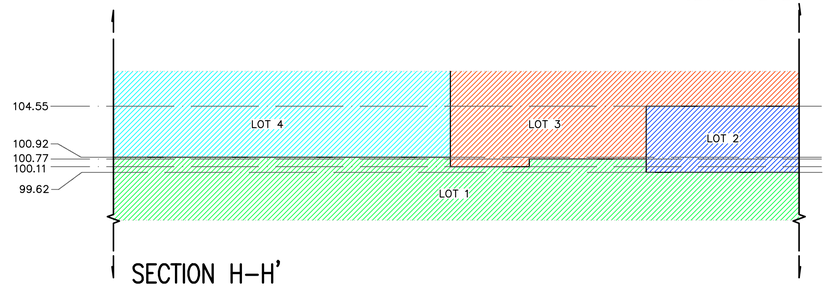
SECTION E–E'



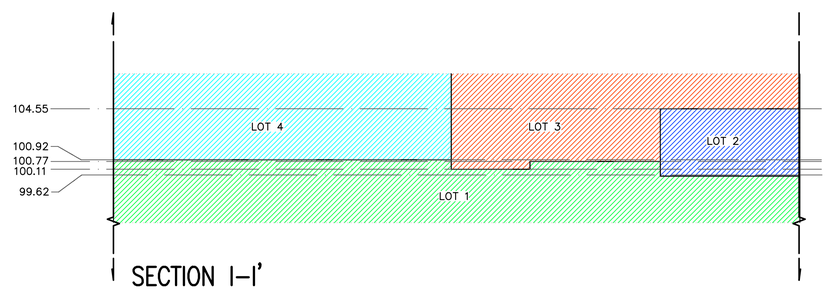
SECTION F–F'



SECTION G–G'



SECTION H–H'

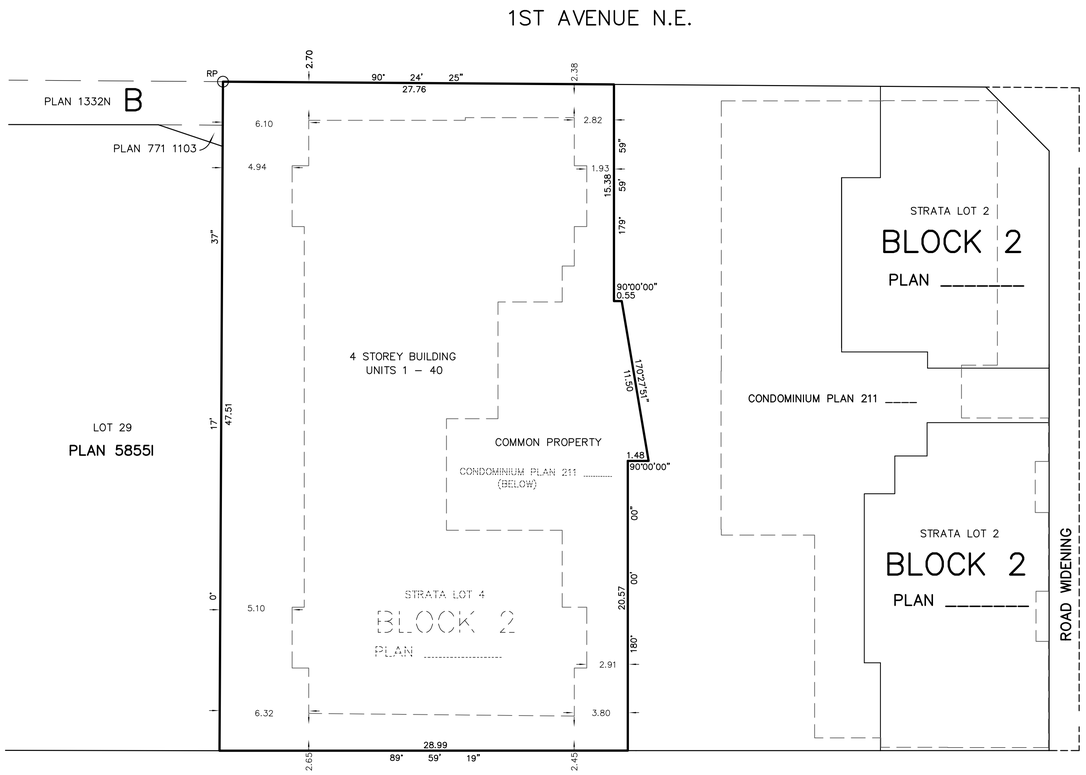


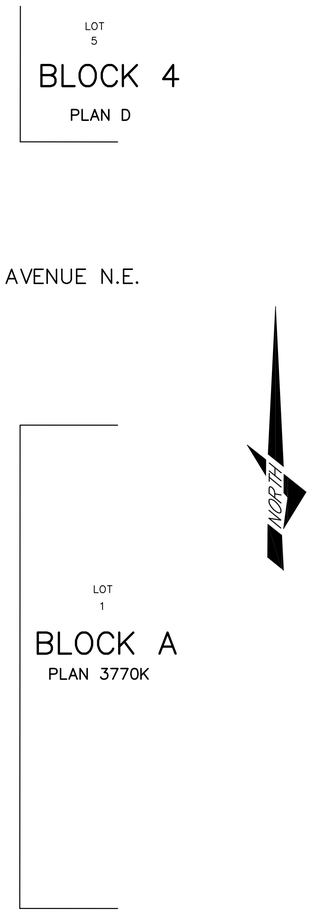
SECTION I–I'

DRAWING FILE NAME: 14L1964–002 SHEET 5.dwg	
DRAWN BY: A. MATHKOUR	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–001

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

NOTE:	SOUTH ALBERTA LAND TITLES OFFICE	SHEET 1 OF 3
FOR ANY ENDORSEMENT, REGISTRATION MEMORIAL, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE UPON THE PLAN, PLEASE SEE SHEET ____ WHICH IS ADDED TO THIS PLAN PURSUANT TO THE CONDOMINIUM PROPERTY ACT REGULATIONS DATED __ ___ ___ __20___ __ __ __ ___ ___ A.D. REGISTAR	PLAN NO. _____ ENTERED AND REGISTERED ON _____ INSTRUMENT NO : _____ A.D. REGISTRAR	





THE CITY OF CALGARY

PLAN SHOWING SURVEY OF

CONDOMINIUM

AFFECTING

STRATA LOT 4, BLOCK 2, PLAN _____

ALL WITHIN THE

S.E. 1/4 SEC. 22, TWP. 24, RGE. 1, W. 5th. M.

A L B E R T A

2021

BY: JESSICA BARICH, A.L.S.

SCALE : 1 : 200

2 0 2 4 6 8 10 20 Metres

LEGEND:

Portion to be Registered by this survey is outlined thus	
Statutory Iron Posts found are shown thus	●
Beginning and End of Curves are shown thus	◆
Drill Holes found are shown thus	✖
Concrete nails found are shown thus	⊕
No mark is shown thus	×
Geo-reference point is a found Iron Post and is shown thus	○ RP

NOTES:

Distances are shown in metres and decimals thereof
Distances along curves are ARC measurements.
Area to be Registered contains 0.136 hectares.
Registered plan consists of 40 units
Bearings are GRID and were derived from Plan _____.
All diagrams shown on sheets 2 – 3 are 1:200 scale

DATUM : NAD 83 (ORIGINAL)
PROJECTION : 3° Transverse Mercator
REFERENCE MERIDIAN : 114° West
COMBINED SCALE FACTOR : 0.999736
GRID COORDINATES FOR GEO-REFERENCE POINT ARE N: 5657460.680 E: -3695.386

All building locations refer to exterior concrete foundation walls at ground level and are perpendicular to boundary lines.

Areas and internal unit dimensions are an approximate indication of unit size as derived from measurements of the building.

All areas not designated as a unit are Common Property.

The common boundary of any unit with another unit or with common property is as defined in Section 9(1) of the Condominium Property Act.

Balconies designated B–1, B–2 etc., and Patios designated P–1, P–2 etc. are exclusive use common property that may be leased to the owner of a residential unit pursuant to Section 50 of the Condominium Property Act.

Balconies are delineated thus [ ]

ABBREVIATIONS:

Section abbreviated thus	Sec.
Township abbreviated thus	Twp.
Range abbreviated thus	Rge.
Meridian abbreviated thus	M.
North abbreviated thus	N.
East abbreviated thus	E.
South abbreviated thus	S.
West abbreviated thus	W.
Common Property abbreviated thus	C.P.
Radius abbreviated thus	R
Arc Length abbreviated thus	L
Central Angle shown thus	Δ
Radial Bearing abbreviated thus	(R)
Square metres abbreviated thus	sq. m.

UNIT FACTOR TABLE

UNIT	UNIT FACTOR	AREA (m^2)	UNIT	UNIT FACTOR	AREA (m^2)	UNIT	UNIT FACTOR	AREA (m^2)
1	231	49.9	16	202	43.6	31	304	65.4
2	311	67.0	17	202	43.6	32	311	67.2
3	304	65.5	18	215	46.4	33	221	47.7
4	215	46.4	19	215	46.4	34	304	65.5
5	202	43.6	20	304	65.4	35	215	46.4
6	202	43.6	21	311	67.2	36	202	43.6
7	215	46.4	22	221	47.7	37	202	43.6
8	215	46.4	23	306	66.0	38	215	46.4
9	304	65.4	24	311	67.0	39	215	46.4
10	311	67.2	25	304	65.5	40	304	65.4
11	221	47.7	26	215	46.4			
12	306	66.0	27	202	43.6	Total Unit Factors		10,000
13	311	67.0	28	202	43.6			
14	304	65.5	29	215	46.4	Total Area (m^2)		2,157.0
15	215	46.4	30	215	46.4			

THE BASIS FOR DETERMINING UNIT FACTORS IS AS FOLLOWS:

THE UNIT FACTORS ASSIGNED TO UNITS 1 TO 40 ARE PROPORTIONAL TO THE UNIT'S GROSS FLOOR AREA

ADDRESS OF CONDOMINIUM CORPORATION

3rd Floor, 402 – 11 Avenue SE
Calgary, AB T2G 0Y4

SURVEYOR:

NAME:
JESSICA BARICH, A.L.S.

SURVEYED BETWEEN THE DATES OF XXXX, 2020
AND XXXX, 2020.
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 085 WATT CONSULTING GROUP LTD.

LOCAL AUTHORITY:

NAME: THE CITY OF CALGARY
FILE No.:

POST TENSIONED CABLES:

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST TENSIONED CABLES AND WAS SIGNED BY _____ STATING THERE ARE NO POST TENSIONED CABLES LOCATED ANYWHERE ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

REGISTERED OWNERS:

MINTO (4th AND MARSH) INC.

DRAWING FILE NAME: 14L1964–003 CONDO SHEET 1.dwg	
DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–003

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

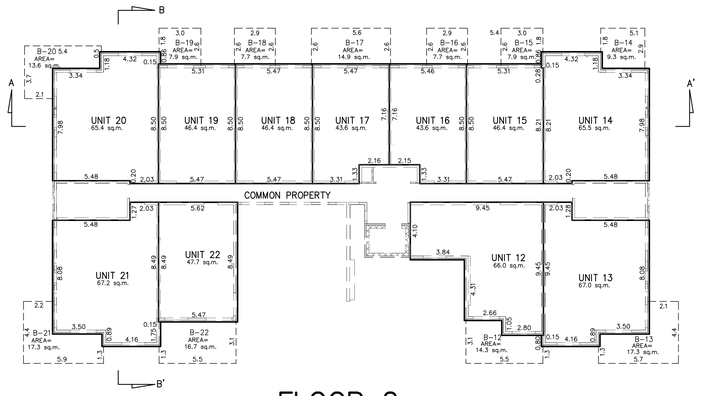
PLAN NO. _____

ENTERED AND REGISTERED

ON _____

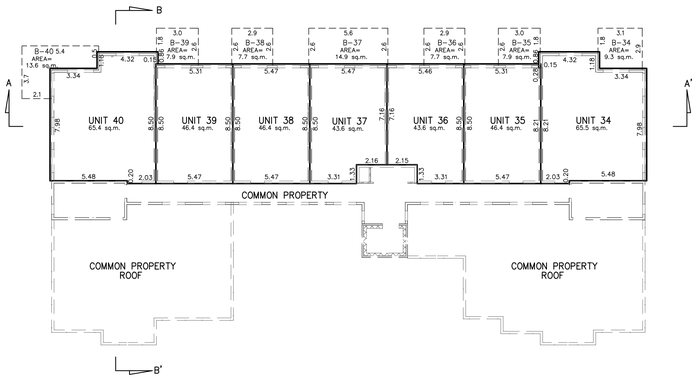
INSTRUMENT NO : _____

A.D. REGISTRAR



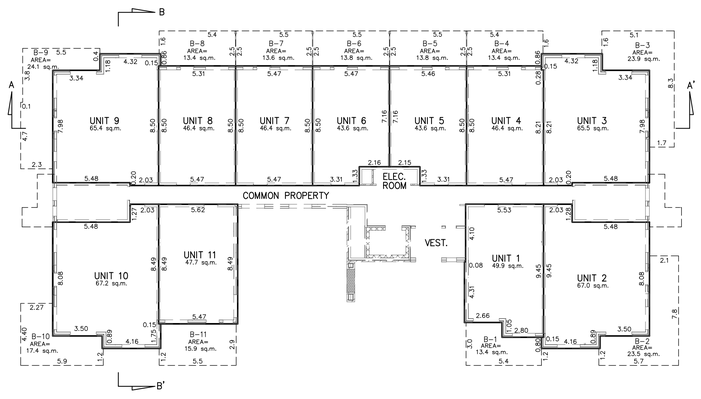
FLOOR 2

SCALE: 1:200



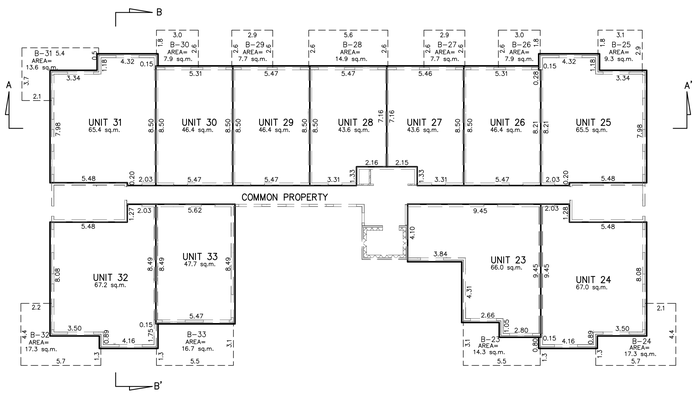
FLOOR 4

SCALE: 1:200



MAIN FLOOR

SCALE: 1:200



FLOOR 3

SCALE: 1:200

DRAWING FILE NAME: 14L1964-003 SHEET 2.dwg	
DRAWN BY: J. SERVANO	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964-003

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

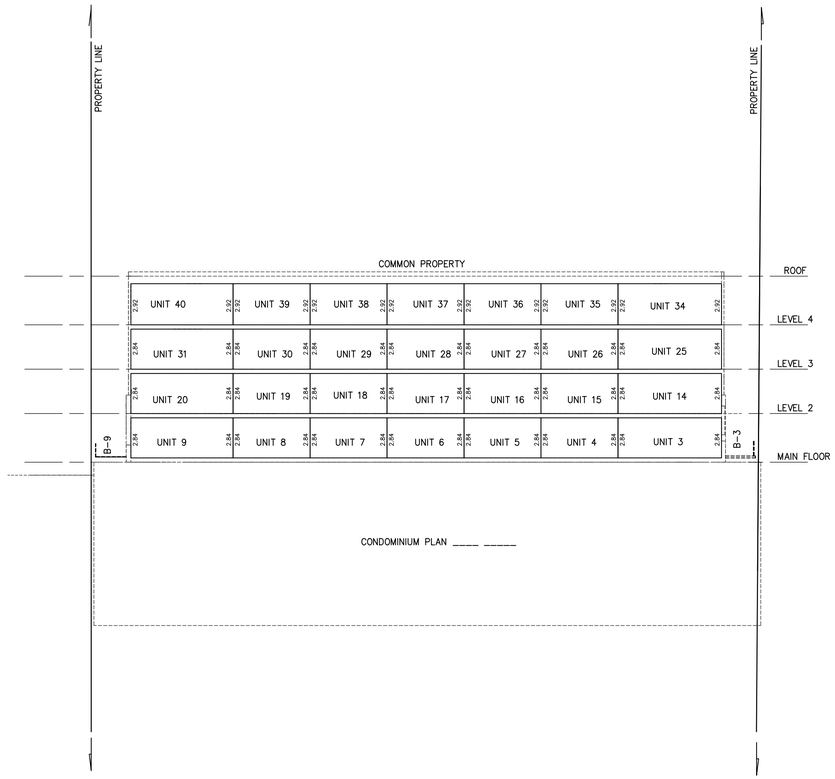
ON _____

INSTRUMENT NO : _____

_____

A.D. REGISTRAR

SHEET 3 OF 3



SECTION A–A

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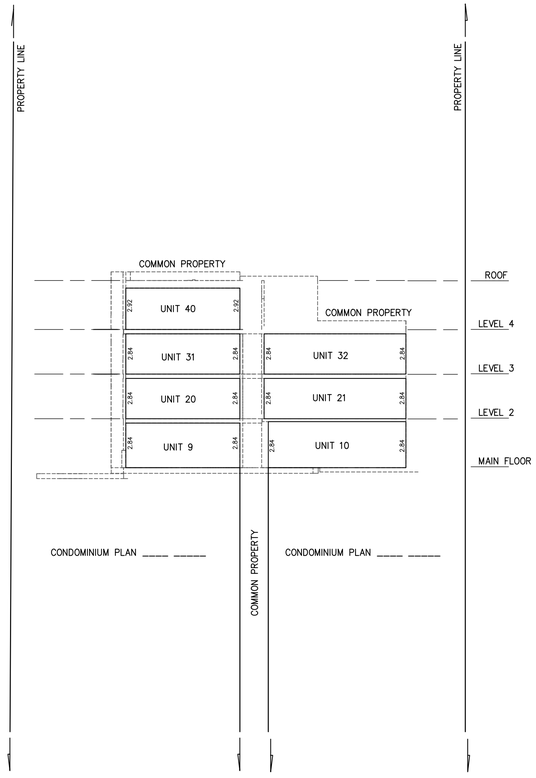

SECTION B–B

SCALE: 1:200

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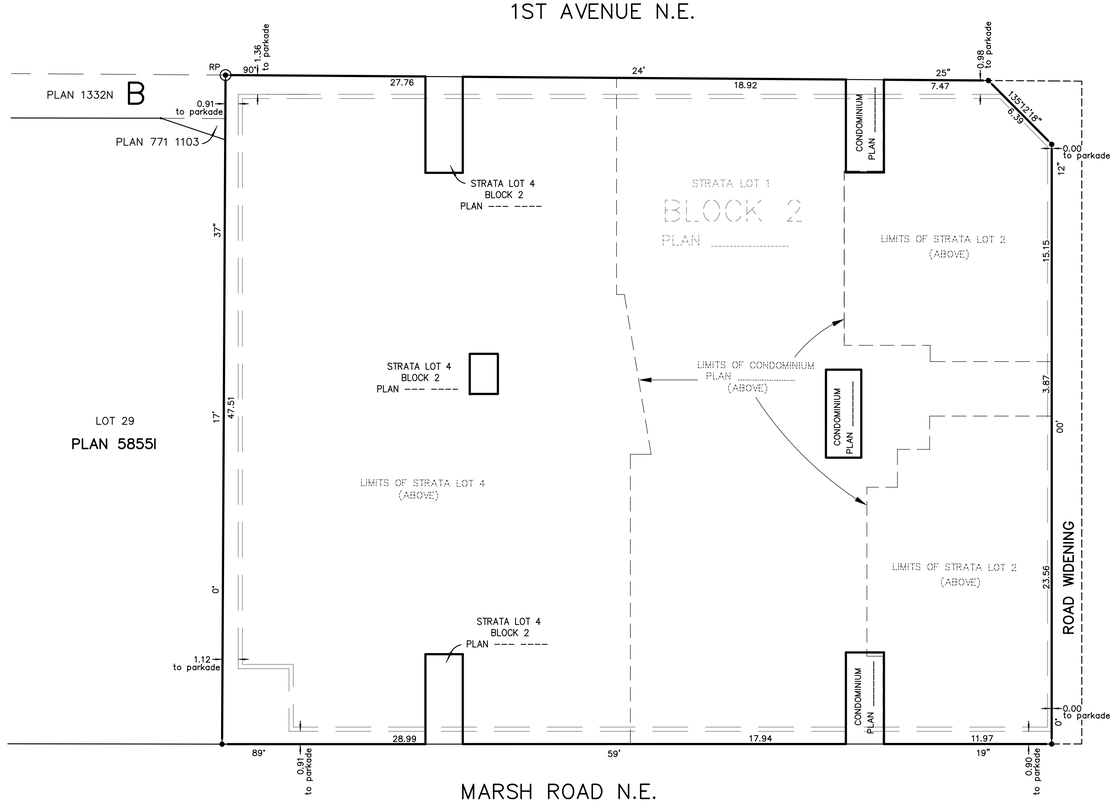
DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–002

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5



4TH STREET N.E.

1ST AVENUE N.E.

LOT 5 BLOCK 4 PLAN D

LOT 1 BLOCK A PLAN 3770K

NORTH

NOTE:

FOR ANY ENDORSEMENT, REGISTRATION MEMORIAL, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE UPON THE PLAN, PLEASE SEE SHEET ____ WHICH IS ADDED TO THIS PLAN PURSUANT TO THE CONDOMINIUM PROPERTY ACT REGULATIONS

DATED __ __ __ __ 20__

__ __ __ __ __ __

A.D. REGISTAR

SOUTH ALBERTA LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR

SHEET 1 OF 3

THE CITY OF CALGARY

PLAN SHOWING SURVEY OF

CONDOMINIUM

AFFECTING

STRATA LOT 1, BLOCK 2, PLAN _____

ALL WITHIN THE

S.E. 1/4 SEC. 22, TWP. 24, RGE. 1, W. 5th. M.

A L B E R T A .

2021

BY: JESSICA BARICH, A.L.S.

SCALE : 1 : 200

2 0 2 4 6 8 10 20 Metres

LEGEND:

Portion to be Registered by this survey is outlined thus _____
Statutory Iron Posts found are shown thus . . . . . ●
Beginning and End of Curves are shown thus . . . . . ◆
Drill Holes found are shown thus . . . . . ✕
Concrete nails found are shown thus . . . . . ●
Geo-reference point is a found Iron Post and is shown thus . . . . . ◉ RP

NOTES:

Distances are shown in metres and decimals thereof
Distances along curves are ARC measurements.
Area to be Registered contains 0.268 hectares.
Registered plan consists of 326 Units.
Bearings are GRID and were derived from Plan _____.

DATUM : NAD 83 (Original)
PROJECTION : 3° Transverse Mercator
REFERENCE MERIDIAN : 114° West
COMBINED FACTOR : 0.999736
GRID COORDINATES FOR GEO-REFERENCE POINT ARE N: 5657460.680 E: -3695.386

All building locations refer to the exterior concrete foundation walls at ground level and are perpendicular to boundary lines.
Areas and internal unit dimensions are an approximate indication of unit size as derived from field measurements and construction drawings.
All areas not designated as a Unit are Common Property
The boundaries of Units 1 to 383 (inclusive) are:
- As stipulated in Section 9(1) of the Condominium Property Act.
- Where no walls exist the boundary is the vertical plane as defined by the distances shown.

Units 1 to 163 are for parking only.
Units 164 to 383 are for storage lockers only.

ABBREVIATIONS:

Section abbreviated thus	Sec.
Township abbreviated thus	Twp.
Range abbreviated thus	Rge.
Meridian abbreviated thus	M.
North abbreviated thus	N.
East abbreviated thus	E.
South abbreviated thus	S.
West abbreviated thus	W.
Common Property abbreviated thus	C.P.
Radius abbreviated thus	R
Arc Length abbreviated thus	L
Central Angle shown thus	Δ
Radial Bearing abbreviated thus	(R)
Square metres abbreviated thus	sq. m.

UNIT FACTOR TABLE

UNIT	UNIT FACTOR	AREA (m^2)
1	55	14.0
2	55	15.4
3	55	15.4
4	55	15.4
5	55	15.4
6	55	13.5
7	49	14.0
8	49	14.0
9	49	14.0
10	49	14.0
11	49	14.0
12	49	15.4
13	49	15.4
14	49	15.4
15	49	14.0
16	49	14.0
17	49	14.0
18	49	14.0
19	49	14.0
20	49	14.0
21	49	14.0
22	49	14.0
23	49	14.0
24	49	14.0
25	49	14.0
26	49	14.0
27	49	14.0
28	49	14.0
29	49	14.0
30	49	14.0
31	49	14.0
32	49	14.0
33	49	14.0
34	49	14.0
35	49	13.5
36	49	13.5
37	49	13.5
38	49	14.0
39	49	14.0
40	49	15.4
41	49	15.4
42	49	15.4
43	49	14.0
44	49	14.0
45	49	14.0
46	49	14.0
47	49	14.0
48	49	14.0
49	49	15.4
50	49	13.5
51	49	14.0
52	49	14.0
53	49	14.0
54	49	14.0
55	49	14.0
56	49	14.0
57	49	14.0
58	49	15.4
59	49	15.4
60	49	15.4
61	49	14.0
62	49	14.0
63	49	14.0
64	49	14.0
65	49	14.0
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67	49	14.0
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71	49	14.0
72	49	14.0
73	49	14.0
74	49	15.4
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380	9	1.4
381	9	1.4
382	9	1.4
383	9	1.4

Total Unit Factors
10000
Total Area (m^2)
2,630.5

THE BASIS FOR DETERMINING UNIT FACTORS IS AS FOLLOWS:
UNITS 1 TO 6, WHICH ARE COMMERCIAL PARKING UNITS, ARE ASSIGNED A UNIT FACTOR OF 55
UNITS 7 TO 158, WHICH ARE RESIDENTIAL PARKING UNITS, ARE ASSIGNED A UNIT FACTOR OF 49
UNITS 164 TO 384, WHICH ARE STORAGE UNITS, ARE ASSIGNED A UNIT FACTOR OF 9
EXCEPT FOR THE FOLLOWING:
- UNITS 150, 151, AND 152 WHICH ARE ASSIGNED A UNIT FACTOR OF 48

ADDRESS OF CONDOMINIUM CORPORATION

3rd Floor, 402 – 11 Avenue S.E.
Calgary, AB T2G 0Y4

SURVEYOR:

NAME:
JESSICA BARICH, A.L.S.

SURVEYED BETWEEN THE DATES OF 2015
AND
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 085 WATT CONSULTING GROUP LTD.

LOCAL AUTHORITY:

NAME: THE CITY OF CALGARY
FILE No.:

POST TENSIONED CABLES:

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST TENSIONED CABLES AND WAS SIGNED BY _____ STATING THERE ARE NO POST TENSIONED CABLES LOCATED ANYWHERE ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

REGISTERED OWNERS:

MINTO (4th AND MARSH) INC.

DRAWING FILE NAME: 14L1964–002 PARKADE SHEET 1.dwg	
DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–002

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

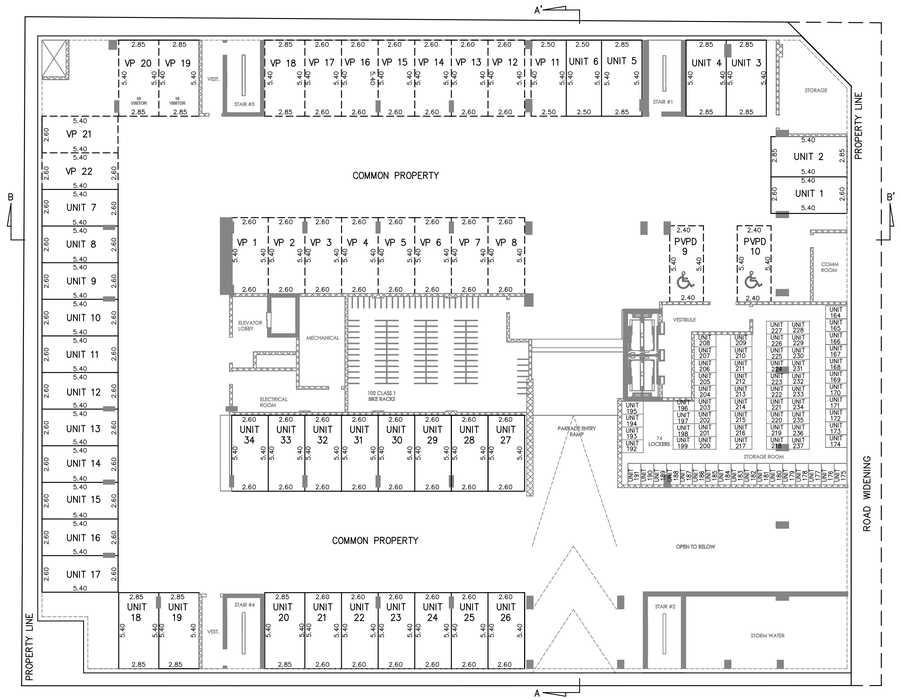
ON _____

INSTRUMENT NO : _____

_____

A.D. REGISTRAR

SHEET 2 OF 3



FLOOR P–1

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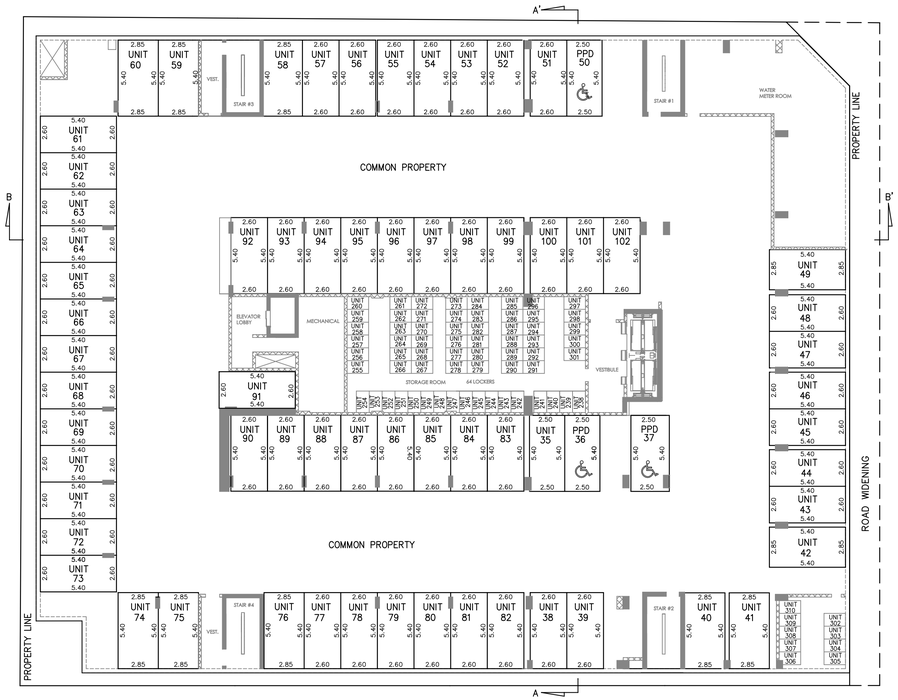

FLOOR P–2

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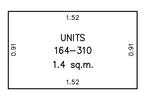


TYPICAL LOCKERS DETAIL

N.T.S.

DRAWING FILE NAME: 14L1964–002 PARKADE SHEET 2.dwg	
DRAWN BY: J. SERVANO	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–002

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5

LAND TITLES OFFICE

PLAN NO. _____

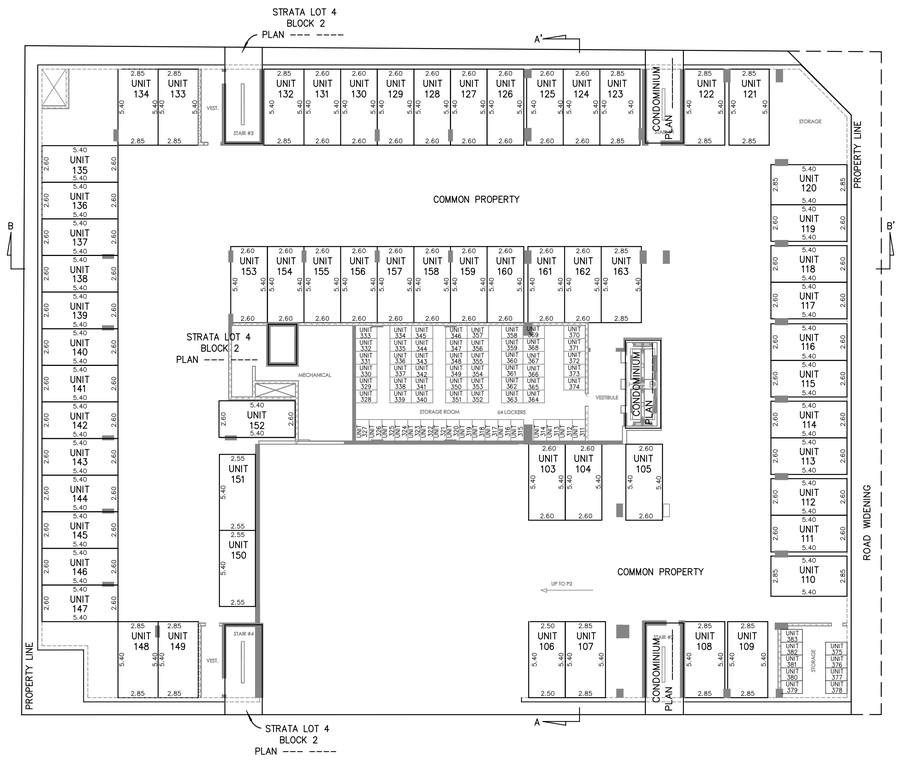
ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

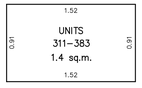
A.D. REGISTRAR

SHEET 3 OF 3



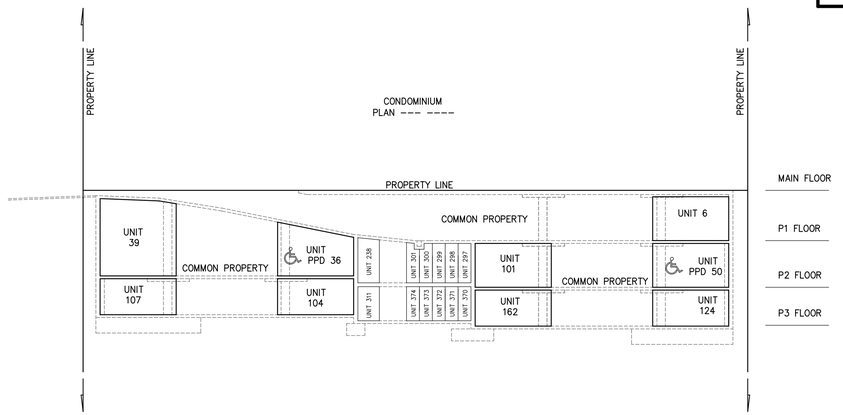
FLOOR P–3

SCALE: 1:200



TYPICAL LOCKERS DETAIL

N.T.S.



SECTION A–A

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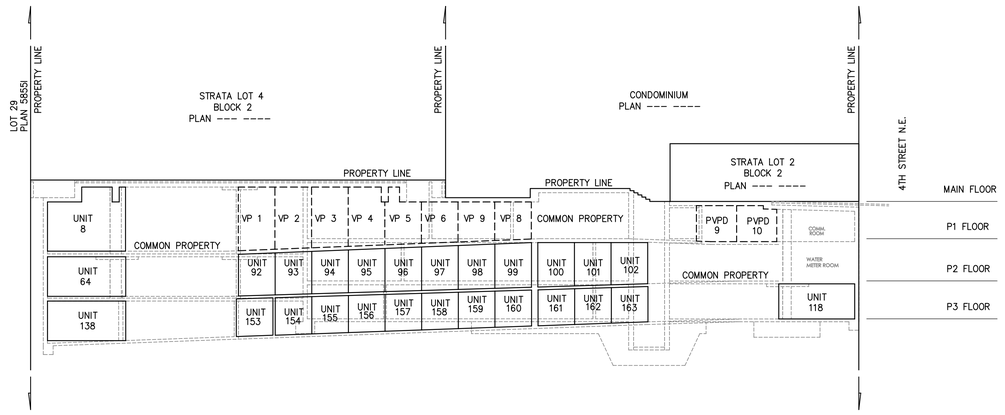

SECTION B–B

SCALE: 1:200

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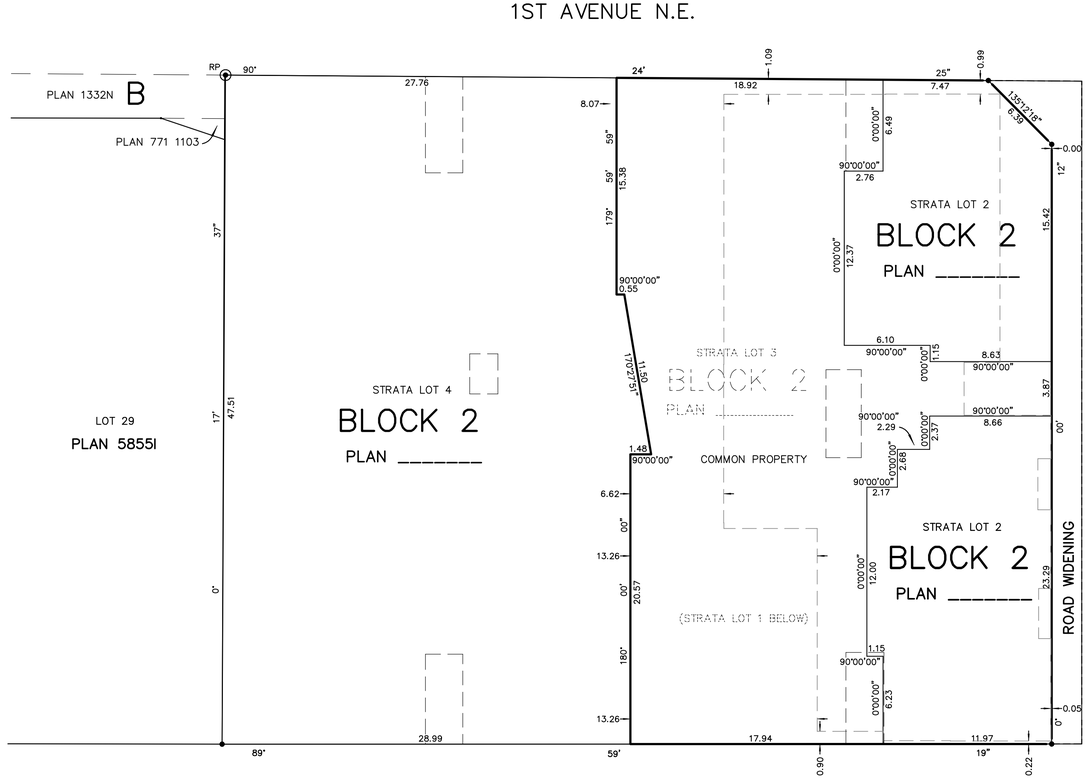
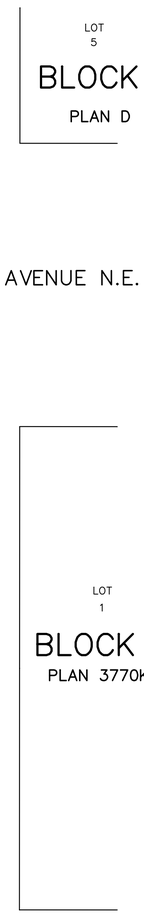
DRAWN BY: J. SERVANO	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–002

DocuSign Envelope ID: A8EDE5D8-5B99-4E84-BD95-D0EA852C08F5





MARSH ROAD N.E.

UNIT FACTOR TABLE

UNIT	UNIT FACTOR	AREA (m^2)	UNIT	UNIT FACTOR	AREA (m^2)	UNIT	UNIT FACTOR	AREA (m^2)	UNIT	UNIT FACTOR	AREA (m^2)
1	58	54.4	51	47	44.2	101	49	46.5	151	58	54.4
2	47	44.2	52	47	44.2	102	50	47.2	152	47	44.2
3	47	44.2	53	64	60.4	103	54	51.0	153	47	44.2
4	43	40.4	54	81	76.4	104	59	55.9	154	43	40.4
5	47	44.2	55	78	73.0	105	62	57.9	155	47	44.2
6	47	44.2	56	49	46.5	106	58	54.4	156	47	44.2
7	47	44.2	57	50	47.2	107	47	44.2	157	47	44.2
8	64	60.4	58	54	51.0	108	47	44.2	158	64	60.4
9	81	76.4	59	59	55.9	109	43	40.4	159	82	76.4
10	78	73.0	60	62	57.9	110	47	44.2	160	79	73.0
11	49	46.5	61	58	54.4	111	47	44.2	161	49	46.5
12	50	47.2	62	47	44.2	112	47	44.2	162	50	47.2
13	54	51.0	63	47	44.2	113	64	60.4	163	54	51.0
14	59	55.9	64	43	40.4	114	81	76.4	164	59	55.9
15	62	57.9	65	47	44.2	115	78	73.0	165	62	57.9
16	58	54.4	66	47	44.2	116	49	46.5	166	58	54.4
17	47	44.2	67	47	44.2	117	50	47.2	167	47	44.2
18	47	44.2	68	64	60.4	118	54	51.0	168	47	44.2
19	43	40.4	69	81	76.4	119	59	55.9	169	43	40.4
20	47	44.2	70	78	73.0	120	62	57.9	170	47	44.2
21	47	44.2	71	49	46.5	121	58	54.4	171	47	44.2
22	47	44.2	72	50	47.2	122	47	44.2	172	47	44.2
23	64	60.4	73	54	51.0	123	47	44.2	173	64	60.4
24	81	76.4	74	59	55.9	124	43	40.4	174	82	76.4
25	78	73.0	75	62	57.9	125	47	44.2	175	79	73.0
26	49	46.5	76	58	54.4	126	47	44.2	176	49	46.5
27	50	47.2	77	47	44.2	127	47	44.2	177	50	47.2
28	54	51.0	78	47	44.2	128	64	60.4	178	54	51.0
29	59	55.9	79	43	40.4	129	81	76.4	179	59	55.9
30	62	57.9	80	47	44.2	130	78	73.0	180	62	57.9
31	58	54.4	81	47	44.2	131	49	46.5			
32	47	44.2	82	47	44.2	132	50	47.2			
33	47	44.2	83	64	60.4	133	54	51.0			
34	43	40.4	84	81	76.4	134	59	55.9			
35	47	44.2	85	78	73.0	135	62	57.9			
36	47	44.2	86	49	46.5	136	58	54.4			
37	47	44.2	87	50	47.2	137	47	44.2			
38	64	60.4	88	54	51.0	138	47	44.2			
39	81	76.4	89	59	55.9	139	43	40.4			
40	78	73.0	90	62	57.9	140	47	44.2			
41	49	46.5	91	58	54.4	141	47	44.2			
42	50	47.2	92	47	44.2	142	47	44.2			
43	54	51.0	93	47	44.2	143	64	60.4			
44	59	55.9	94	43	40.4	144	81	76.4			
45	62	57.9	95	47	44.2	145	78	73.0			
46	58	54.4	96	47	44.2	146	49	46.5			
47	47	44.2	97	47	44.2	147	50	47.2			
48	47	44.2	98	64	60.4	148	54	51.0			
49	43	40.4	99	81	76.4	149	59	55.9			
50	47	44.2	100	78	73.0	150	62	57.9			

Total Unit Factors
10,000
Total Area (m^2)
9,407.8

THE BASIS FOR DETERMINING UNIT FACTORS IS AS FOLLOWS:

THE UNIT FACTORS ASSIGNED TO UNITS 1 TO 180 ARE PROPORTIONAL TO THE UNIT'S GROSS FLOOR AREA

ADDRESS OF CONDOMINIUM CORPORATION

3rd Floor, 402 – 11 Avenue S.E.
Calgary, AB T2G 0Y4

NOTE:

FOR ANY ENDORSEMENT, REGISTRATION MEMORIAL, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE UPON THE PLAN, PLEASE SEE SHEET ____ WHICH IS ADDED TO THIS PLAN PURSUANT TO THE CONDOMINIUM PROPERTY ACT REGULATIONS

DATED __ ___ ___ __20___

__ __ __ ___ __ __
A.D. REGISTAR

SOUTH ALBERTA LAND TITLES OFFICE

PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR

SHEET 1 OF 4

PLAN SHOWING SURVEY OF
CONDOMINIUM

AFFECTING
STRATA LOT 3, BLOCK 2, PLAN _____
ALL WITHIN THE
S.E. 1/4 SEC. 22, TWP. 24, RGE. 1, W. 5th. M.
A L B E R T A .
2019
BY: JESSICA BARICH, A.L.S.
SCALE : 1 : 200

2 0 2 4 6 8 10 20 Metres

LEGEND:

Portion to be Registered by this survey is outlined thus _____
Statutory Iron Posts found are shown thus . . . . . ●
Beginning and End of Curves are shown thus . . . . . ◆
Drill Holes found are shown thus . . . . . ⊗
Concrete nails found are shown thus . . . . . ⊕
No mark is shown thus . . . . . ×
Geo-reference point is a found Iron Post and is shown thus . . . . . ◉RP

NOTES:

Distances are shown in metres and decimals thereof
Distances along curves are ARC measurements.
Area to be Registered contains 0.288 hectares.
Registered plan consists of 180 units
Bearings are GRID and were derived from Plan _____.
All diagrams shown on sheets 2 – 4 are 1:200 scale

DATUM : NAD 83 (ORIGINAL)
PROJECTION : 3° Transverse Mercator
REFERENCE MERIDIAN : 114° West
COMBINED SCALE FACTOR : 0.999736
GRID COORDINATES FOR GEO-REFERENCE POINT ARE N: 5657460.680 E: -3695.386

All building locations refer to exterior concrete foundation walls at ground level and are perpendicular to boundary lines.

Areas and internal unit dimensions are an approximate indication of unit size as derived from measurements of the building.

All areas not designated as a unit are Common Property.

The common boundary of any unit with another unit or with common property is as defined in Section 9(1) of the Condominium Property Act.

Balconies designated B–1, B–2 etc., and Patios designated P–1, P–2 etc. are exclusive use common property that may be leased to the owner of a residential unit pursuant to Section 50 of the Condominium Property Act.

Balconies are delineated thus

ABBREVIATIONS:

Section abbreviated thus . . . . . Sec.
Township abbreviated thus . . . . . Twp.
Range abbreviated thus . . . . . Rge.
Meridian abbreviated thus . . . . . M.
North abbreviated thus . . . . . N.
East abbreviated thus . . . . . E.
South abbreviated thus . . . . . S.
West abbreviated thus . . . . . W.
Common Property abbreviated thus . . . . . C.P.
Radius abbreviated thus . . . . . R
Arc Length abbreviated thus L
Central Angle shown thus . . . . . Δ
Radial Bearing abbreviated thus . . . . . (R)
Square metres abbreviated thus . . . . . sq. m.

SURVEYOR:

NAME:
JESSICA BARICH, A.L.S.

SURVEYED BETWEEN THE DATES OF 2015
AND
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 085 WATT CONSULTING GROUP LTD.

LOCAL AUTHORITY:

NAME: THE CITY OF CALGARY
FILE No.:

POST TENSIONED CABLES:

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST TENSIONED CABLES AND WAS SIGNED BY _____ STATING THERE ARE NO POST TENSIONED CABLES LOCATED ANYWHERE ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

REGISTERED OWNERS:

MINTO (4th AND MARSH) INC.

DRAWING FILE NAME: 14L1964–002 SHEET 1.dwg	
DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964–002

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LAND TITLES OFFICE

PLAN NO. _____

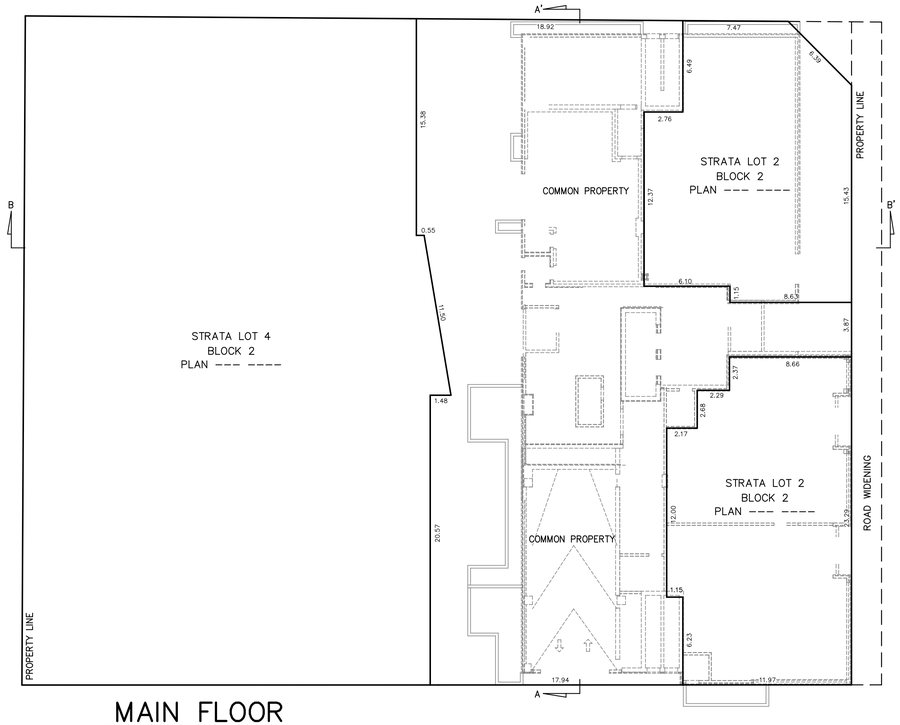
ENTERED AND REGISTERED

ON _____

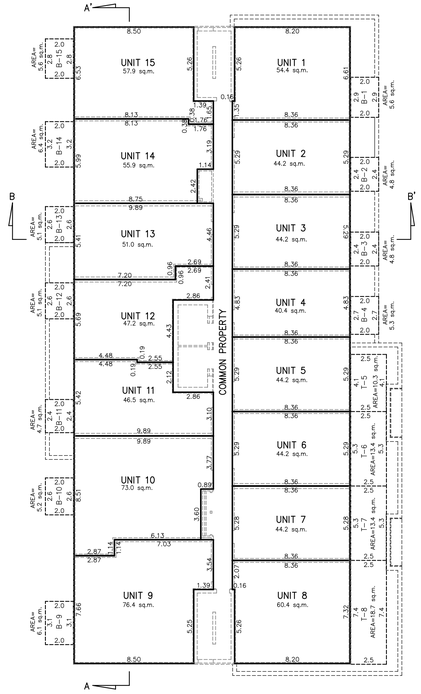
INSTRUMENT NO : _____

A.D. REGISTRAR

SHEET 2 OF 4



MAIN FLOOR
SCALE: 1:200



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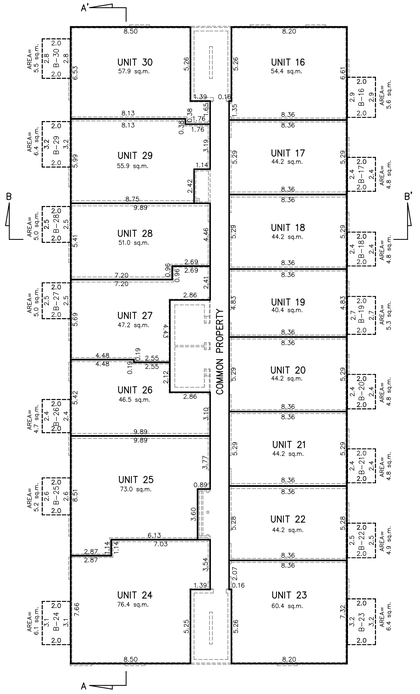

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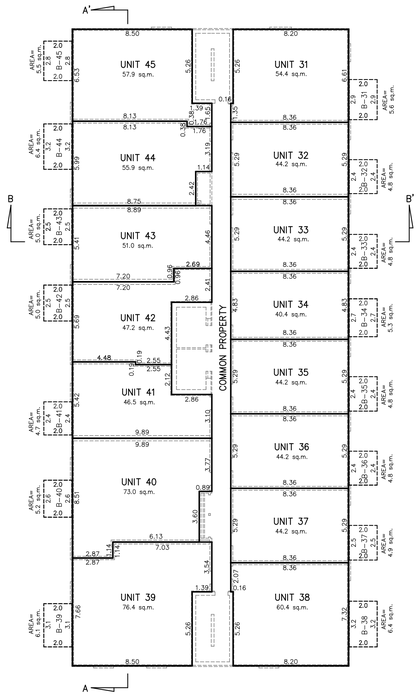

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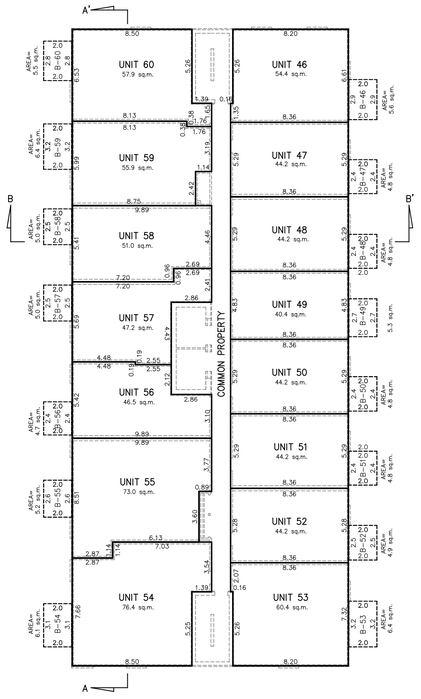

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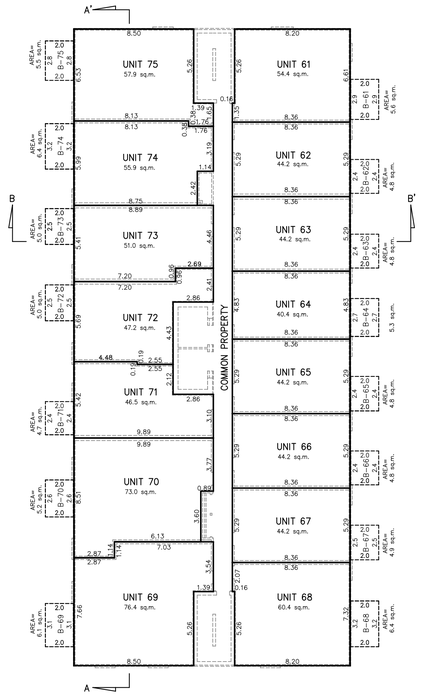

FLOOR 6
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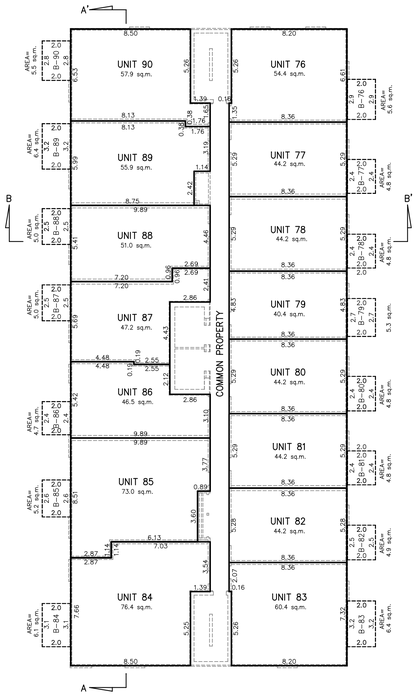

FLOOR 7
SCALE: 1:200

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DRAWN BY: MJ RICHARDS	CLIENT: MINTO (4th AND MARSH) INC.
CHECKED BY: J.B.	FILE No: 14L1964-002

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LAND TITLES OFFICE

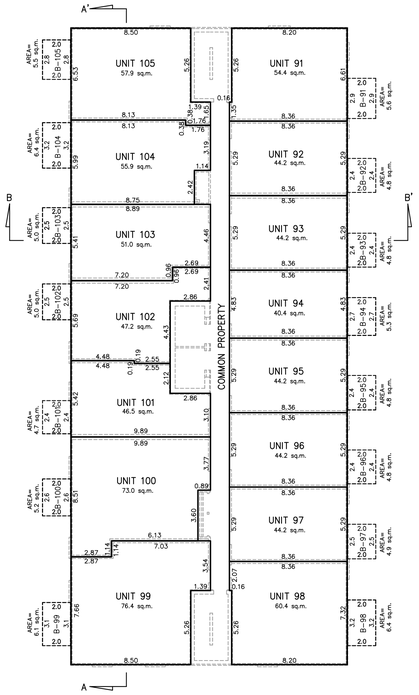
PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR



FLOOR 8

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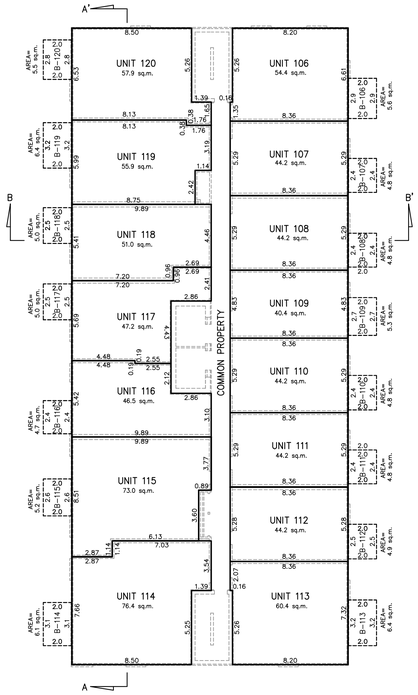

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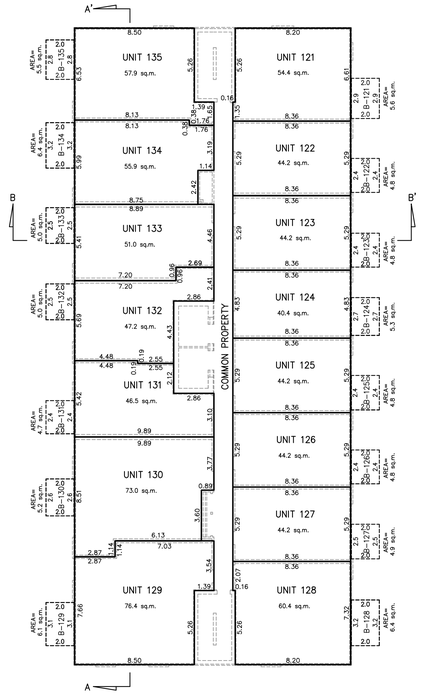

FLOOR 10

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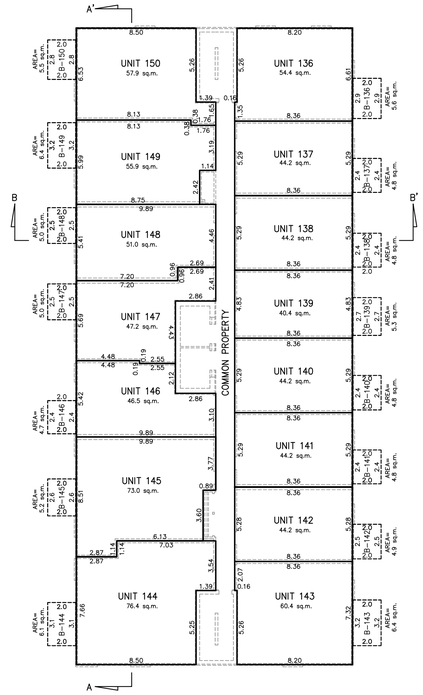

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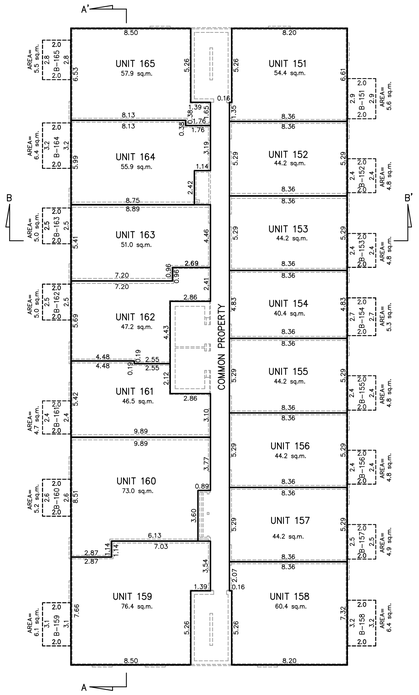

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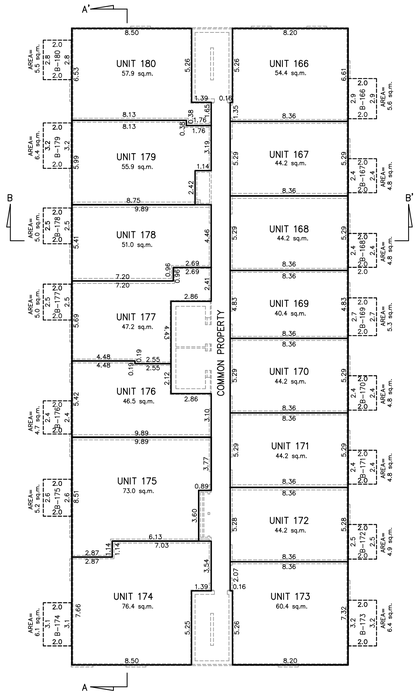

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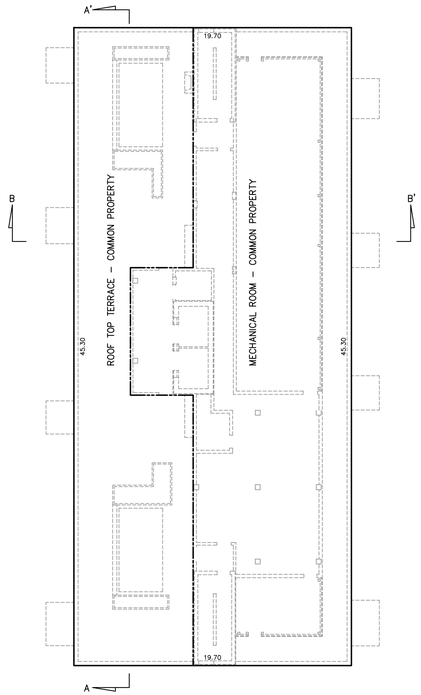

ROOF

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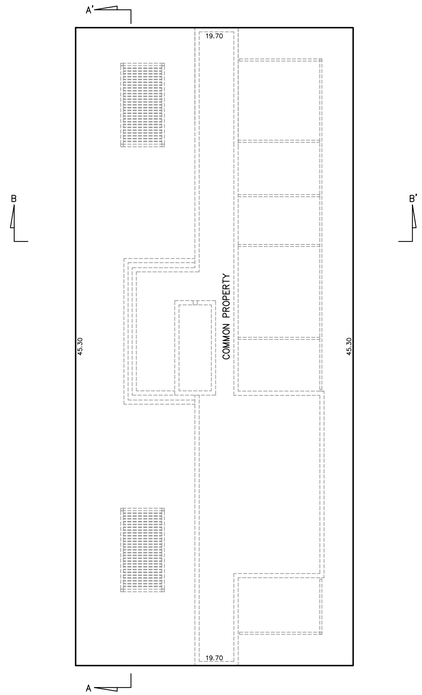

PARAPET

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CHECKED BY: J.B.	FILE No: 14L1964-002

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LAND TITLES OFFICE

PLAN NO. _____

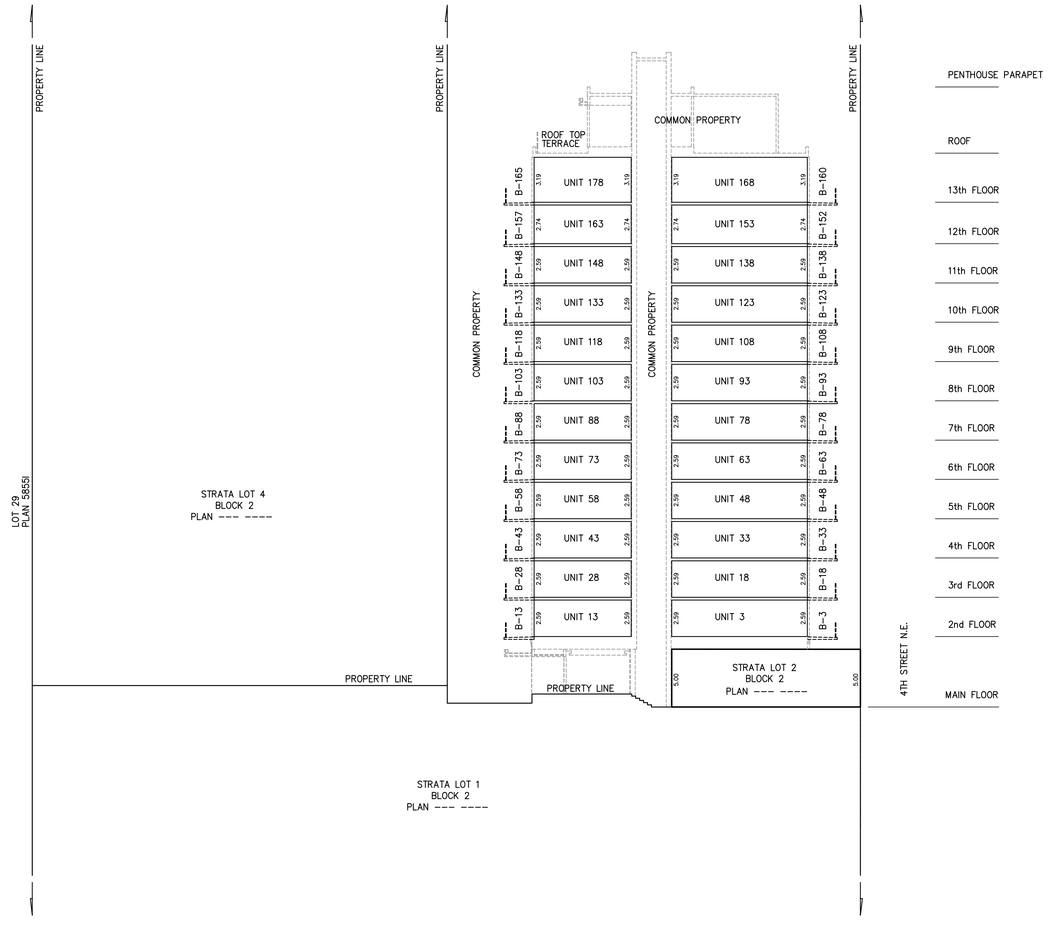
ENTERED AND REGISTERED

ON _____

INSTRUMENT NO : _____

A.D. REGISTRAR

SHEET 4 OF 4



SECTION B–B

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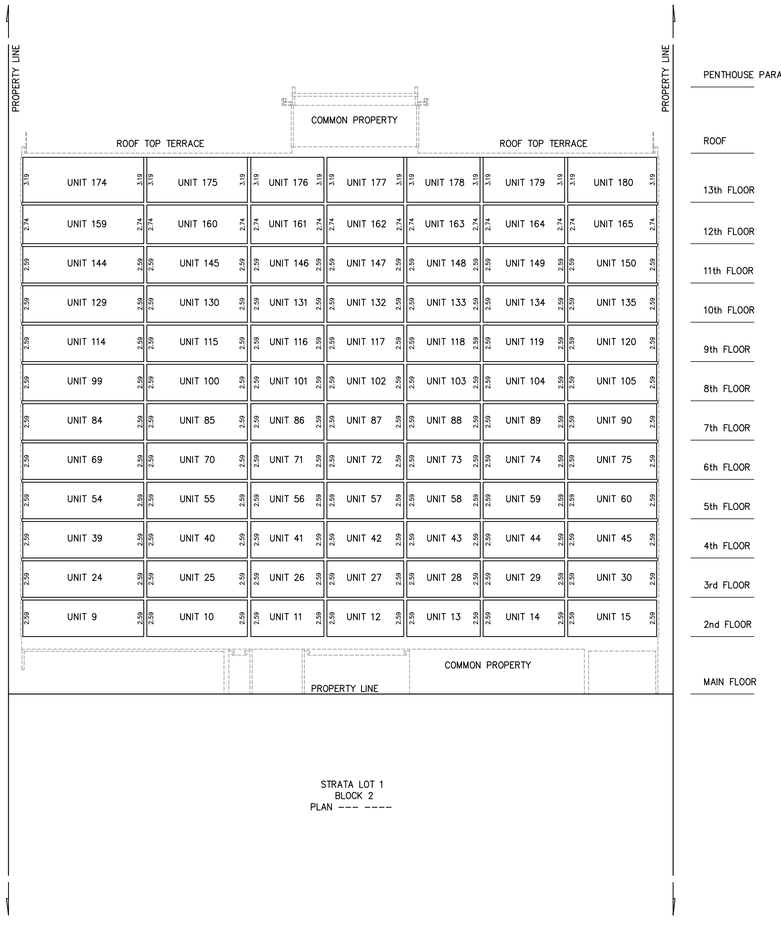

SECTION A–A

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BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

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IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS OF THE
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These Bylaws have been passed by Condominium Corporation No. [•] for the purpose of repealing, replacing and substituting the Bylaws set out in the *Condominium Property Act* S.A. 2000, c. C-22 (the "**Act**") and *Condominium Property Regulations* A.R. 168/2000 (the "**Regulation**"). If there is a conflict between these Bylaws and the Act or the Regulation, the Act, or the Regulation, as the case may be, prevail.

Pursuant to the *Personal Information Protection Act*, S.A. 2003, c. P-6.5 ("**PIPA**"), the Board of Directors on behalf of the Corporation shall endeavour to balance an individual's right to privacy with the Corporation's duties to other Owners, Occupants, Mortgagees and to third parties. The Board will make reasonable efforts to (i) keep individual Owners' and Occupants' personal information confidential as set forth in the PIPA; (ii) keep such information up to date; and (iii) disclose all information held by the Corporation about an Owner, Occupant or Mortgagee to that individual Owner, Occupant or Mortgagee upon his/her/its request for the same. The Owners and Occupants acknowledge, agree and specifically consent to give the Board releasing any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation or is permissible by any applicable law. Further, the Owners, Occupants and Mortgagees acknowledge that: (i) personal information or other information possessed by the Board or Corporation about him, her or it may not be separable from information about another Owner, Occupant or Mortgagee; (ii) the Board may be required by law to disclose information about him, her, or it, including personal information about an Owner, Occupant, or Mortgagee; (iii) his, her, or its name will be recorded at Board meetings and General Meetings, and the minutes of any such meeting may contain information about an individual Owner, Occupant, or Mortgagee, all of which may be required to be disclosed in accordance with the Act; and (iv) other personal information contained in the correspondence and dealings of either the Board or the Corporation will be required to be disclosed pursuant to the Act or the PIPA. Each Owner, Occupant, and Mortgagee consents to such disclosure.

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BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

I. DEFINITION AND INTERPRETATION

(1) DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

(a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as of April 1, 2018, as amended from time to time or any statute or statutes passed in substitution therefore, and "s." means a section and "ss." means sections of the Act;

(b) "Alternate" has the meaning ascribed to it in Bylaw (27);

(c) "Applicable Law(s)" means all applicable provisions of laws, statutes, ordinances, bylaws, rules, regulations, and orders of all governmental, legislative, administrative or other bodies (whether federal, provincial, municipal, or otherwise);

(d) "Board" means the Board of Directors of the Corporation;

(e) "Bylaws" means these bylaws of the Corporation, as amended from time to time;

(f) "Co-Owners" means, when there is more than one registered owner, all legal registered owners as shown on a certificate of title to a Unit either as joint tenants or tenants-in-common.

(g) "Commercial Owner(s)" means the owner(s) of the Commercial Property;

(h) "Commercial Tenants" means the tenants, invitees and the customers of the Commercial Property;

(i) "Commercial Property" means that portion of Strata Lot 2 Plan [●] which comprises the space in the Tower Building not contained in the Tower Condominium Plan and intended to be used for commercial retail purposes, including all exterior surface areas utilized or intended to be utilized for Commercial Tenant and customer parking, public access, easement areas and the like;

(j) "Common Expense or Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws. Unless otherwise expressed, "Common Expense" or "Common Expenses" shall include, without restricting the generality of the definition thereof, all costs and expenses of the Corporation incidental to the use or ownership of Common Property and all property owned by the Corporation or in which the Corporation has any interest and whether real or personal property, including, without limiting the generality of the foregoing, any assessments or contributions to cover contingencies and/or replacements and/or additional anticipated common expenses and/or deficiencies from the prior year or years;

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Bylaw (1) continued…

(k) "Common Property" means those portions of the Lowrise which are not comprised in or do not form part of any Unit shown on the Condominium Plan including but not limited to concrete sidewalks, internal roadway system, garbage and recycling enclosures; mail stalls and superboxes, light standards, underground sprinkler or irrigation systems, utilities, and landscaping;

(l) "Condominium Plan" means the plan registered under the Act for the Lowrise as "Condominium Plan No. [●]" as may be amended from time to time in accordance with the Act and these Bylaws;

(m) "Condominium Status" means the legal status of the Parcel as a condominium under and pursuant to the Act;

(n) "Corporate Owner" means an Owner of a Unit that is a company rather than an individual person;

(o) "Corporation" means the condominium corporation formed on the registration of the Condominium Plan whose legal name is "Condominium Corporation No. [●]";

(p) "Corporation Property" means any real property, chattels, personal property or other property owned by the Corporation or in which it has any interest;

(q) "Developer" means Minto (4th and Marsh) Inc., or any successor or assign thereof;

(r) "ECR Agreement" means the Easements, Covenants and Restrictions Agreement entered into by the Developer and the Municipality providing mutual access, easements and cost sharing covenants in respect of the strata subdivision parcels created for the purposes of creating separate titles by the Strata Plan for each of the Parcel, Parkade Parcel, Commercial Property and Tower Parcel;

(s) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

(t) "Estoppel Certificate" means a certificate of the Corporation, issued by the Corporation, under and pursuant to s.43.2 of the Act and includes all certificate made or given by the Corporation pursuant to Bylaw (57);

(u) "fixtures and finishings" has the meaning given to such term in the Regulations;

(v) "General Meeting" means any annual and extraordinary general meetings held by the Owners in accordance with these Bylaws;

(w) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time by resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;

(x) "Interest Rate" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by such Owner to the Corporation and shall be equal to the commercial prime lending rate in Calgary of any Canadian chartered bank or Alberta Treasury Branch which the Corporation conducts its banking business plus four (4%) percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner **provided that** such interest shall not exceed eighteen (18%) percent per annum, calculated

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Bylaw (1) continued…

annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation or the Act;

(y) "Lands" means the lands legally described as:

Descriptive Plan 1612052 Block B Lot 35 Excepting thereout all Mines and Minerals

on which the Developer proposes constructing the Project and registering the Strata Plan and subsequent Condominium Plan;

(z) "Lowrise" means the four storey building to be constructed pursuant to the Lowrise Condominium Plan and all structures, improvements, services and facilities forming a part thereof;

(aa) "Manager" means any property manager first retained by the Developer, and/or any successor contractually appointed by the Board;

(bb) "Mortgagee" means the holder of any mortgage registered against title to any one or more Unit(s) and who has notified the Board of its interest in such Unit(s);

(cc) "Municipality" or "Municipal" means the City of Calgary;

(dd) "Occupant" means a person, including but not limited to a tenant, present in a Unit, or in or upon the Corporation Property or the Common Property with the permission of an Owner and, where applicable, includes all family members, invitees, licensees, servants, and guests of such Occupant;

(ee) "Ordinary Resolution" means, unless specifically required by the Act or Regulation to be defined as set out in the Act or Regulation, a resolution:

(i) passed at a properly convened General Meeting by a majority of all the persons present or represented by proxy at the General Meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws in accordance with these Bylaws; or

(ii) signed by a majority of all of the persons who, at a properly convened General Meeting, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws in accordance with these Bylaws; and representing more than fifty (50%) percent of the total Unit Factors for all the Units;

(ff) "Owner" means a person who is registered as the owner of the fee simple estate in a Unit and, where applicable, includes all family members, invitees, licensees, servants, visitors and guests of such Owner;

(gg) "Parcel" means Strata Lot 4 on which the Lowrise is proposed to be constructed, and to comprise, once registered, the Condominium Plan and the Common Property;

(hh) "Parkade" means the below grade parkade structure to be constructed in the Parkade Parcel for the purposes of parking vehicles and providing storage areas, including all services, mechanical systems and accesses;

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Bylaw (1) continued…

(ii) "Parkade Bylaws" means the registered condominium bylaws as amended from time to time of the Parkade Condominium Corporation;

(jj) "Parkade Common Property" means those portions of the Parkade which are not comprised in or do not form part of any Unit shown on the Parkade Condominium Plan, including but not limited to concrete sidewalks, internal roadway system, visitor and accessible parking stalls, garbage and recycling enclosures; mail stalls and superboxes, light standards, and all utilities, and landscaping;

(kk) "Parkade Condominium Corporation" means the condominium corporation formed on the registration of the Parkade Condominium Plan;

(ll) "Parkade Condominium Plan" means the Condominium Plan No. [●] to be registered by the Developer over the Parkade Parcel;

(mm) "Parkade Parcel" means Strata Lot 1 on which the Parkade is proposed to be constructed and comprising, once registered, the Parkade Condominium Plan and Parkade Common Property;

(nn) "Parking Units" or "Parking Unit Owners" means those units identified in the Parkade Condominium Plan to be used for parking by the Residential Unit Owners or Occupants, Commercial Owner(s), Commercial Tenants, the Corporation, the Parkade Condominium Corporation, the Tower Condominium Corporation, and the persons registered as Owners thereof;

(oo) "Persons having a Registered Interest in the Parcel" means persons who have an interest registered against the Condominium Plan or certificate of title to a Unit in the Condominium Plan, but does not include Owners;

(pp) "Privacy Area(s)" means the exclusive use Common Property areas set out on the Condominium Plan and immediately adjacent to and affixed to a Unit, to which the Developer or the Board has granted exclusive use to the Unit Owner pursuant to Bylaw (67);

(qq) 'Privacy Policy" means the Corporation's privacy policy (if any) as may be amended from time to time to ensure compliance with all applicable privacy laws;

(rr) "Private Motor Vehicle" means cars, station wagons, light trucks up to 3/4 ton size, mini-vans, motorcycles, scooters, and sport utility vehicles;

(ss) "Project" means the project known as "Era" and includes the Tower, Commercial Property, Parkade and Lowrise, and all of the real and personal property and fixtures comprising the Parcel, Lands and buildings which constitute the Units and Common Property;

(tt) "Regulation" or "Regulations" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto;

(uu) "Reserve Fund" means the capital replacement reserve fund or such other fund levied under the Act to establish and maintain amounts that are reasonably sufficient to provide for major repairs and replacement of the real and personal property of the Corporation and the Common Property, where the repair or replacement is of a nature that does not normally occur annually;

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Bylaw (1) continued…

(vv) "reserve fund study provider" has the meaning given to such term in the Regulations;

(ww) "Residential Unit" or "Residential Unit Owner" means those Units in the Project used or intended to be used for residential use and the persons registered as Owners thereof;

(xx) "Rules and Regulations" means any and all current rules and regulations set out within these Bylaws and such other rules and regulations as may be established by the Board from time to time in relation to the Project;

(yy) "Special Resolution" means, unless specifically required by the Act or Regulation to be defined as set out in the Act or Regulation, a resolution passed at a general meeting where both of the following occur:

(i) persons representing at least seventy-five (75%) percent of all Units vote, either personally or by proxy, in favour of the resolution; and

(ii) the number of Unit Factors represented by the votes cast in favour of the resolution is at least seventy-five (75%) percent of the total Unit Factors for all the Units; and

if required by the Act or Regulation, signed by the person voting;

(zz) "Standard Insurable Unit Description" means a description, as provided by the Developer to the initial Owner of a Unit, in accordance with the requirements of the Regulation, or as adopted by the Corporation pursuant to the Regulation, of standard fixtures and finishings in a Unit;

(aaa) "Storage Units" or "Storage Unit Owners" means those units identified in the Parkade Condominium Plan to be used for storage by the Residential Unit Owners or Occupants, Commercial Owner(s), Commercial Tenants, the Corporation, the Parkade Condominium Corporation, the Tower Condominium Corporation, and the persons registered as Owners thereof;

(bbb) "Tower" means all residential components of the Tower Building including the Units and associated Common Property located within the Condominium Plan;

(ccc) "Tower Building" means, collectively, the Tower, Parkade, Commercial Property, and all structures, improvements, services and facilities forming a part thereof;

(ddd) "Tower Condominium Corporation" means the condominium corporation which will be formed on the registration of the Tower Condominium Plan;

(eee) "Tower Condominium Plan" means the Condominium Plan No. [●] to be registered by the Developer over the Tower Parcel;

(fff) "Tower Parcel" means Strata Lot 3 on which the Tower is proposed to be constructed and comprising the Tower Condominium Plan and Tower common property;

(ggg) "Tower Units" and "Tower Unit Owners" means those units identified in the Tower Condominium Plan to be used for residential use, and the persons registered as Owners thereof;

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Bylaw (1) continued…

(hhh) "Tribunal" means the tribunal established in accordance with the Act and the Regulation to resolve disputes arising in respect of matters under the Act and the Regulation;

(iii) "Unanimous Resolution" means a resolution:

(i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these Bylaws representing the total Unit Factors for all Units; or

(ii) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws representing the total Unit Factors for all Units;

(jjj) "Unit" means an area designated as a unit by the Condominium Plan and shall include for the purposes of these Bylaws:

(i) all window screens and screen doors;

(ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;

(iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;

(iv) all non-load bearing partitions, including their studs;

(v) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air-conditioning systems, whether or not they were installed at the time of Unit construction or at a later date;

(vi) all electrical and gas appliances, conduits, and fixtures and all insulation in the Unit;

(vii) all Unit plumbing (excluding common heating/air-conditioning components inside a Unit) including pipes and fixtures inside the interior finishing of the floors, walls and ceilings of a Unit including, but not limited to:

(A) bathroom fixtures such as baths, showers, toilets and sinks;

(B) bathtub trap and drains;

(C) kitchen sink and pipes under sink; and

(D) all water taps (kitchen and bathroom);

(viii) all interior doors and hardware;

(ix) all Unit electrical including, but not limited to, panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of a Unit;

(kkk) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

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(2) MISCELLANEOUS PROVISIONS

In addition:

(a) Interpretation

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

(b) Headings

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

(c) Rights of Corporation and Owners

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

(d) Conflict With the Act or the Regulation

If there is any conflict between the Bylaws and the Act or the Regulation, the Act or the Regulation, as applicable, prevails.

(e) Extended Meanings

Subject to the Act and the Regulation, if and whenever reference is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made. If and whenever these Bylaws require any distinction between "maintenance" and "repair", "maintenance" means protective conduct and activities, including cleaning and testing, and "repair" means restoration, including repair or replacement.

(f) Severability

The provisions of these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any article, section, part, or provision herein, shall not affect the validity of the whole or remaining articles, sections, parts or provisions, which shall continue in full force and effect as if such invalid portion had never been included herein.

(g) Liability of Co-Owners

If a Unit is owned by more than one person, then any obligation of an Owner of that Unit shall be the obligations and responsibility of all of the Co-Owners jointly and severally. Each Co-Owner is legally responsible for the conduct of all other Co-Owners of the Unit and all the Unit's Occupants.

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II. THE OWNERS

(3) DUTIES OF THE OWNERS

An Owner and, if applicable, an Occupant **shall:**

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

(i) inspecting the Unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;

(ii) inspecting the Privacy Areas or any Common Property only accessible through the Unit and carrying out any work required to maintain, repair or replace such Privacy Areas or Common Property as required under these Bylaws that are not the responsibility of the Owner;

(iii) maintaining, repairing or renewing the Common Property all heating, ventilating and common air conditioning systems, pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities and capable of being used in connection with the enjoyment of more than one (1) Unit or the Common Property;

(iv) ensuring that the Bylaws are being observed;

(v) doing any work for the benefit of the Corporation generally;

(vi) remedying, stopping, rectifying, repairing or preventing an Emergency Situation; and

(vii) gaining access to meters monitoring the use of any utility for the reading and maintenance of any such meters, and in particular the Owner or Occupant of a Unit housing the water meter or gas meter bank for the block of Units in any particular block of Units shall permit the Corporation, its agents and contractors access through that Unit to the water meter bank inside the Unit or the gas meter bank beside the Unit for all purposes related to such meter banks.

The written notice must state the reason for the entry and name both a date and estimated range of time of entry (which estimate, except in an Emergency Situation, must be between 8:00 am and 8:00 pm and not on a holiday). In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner of the applicable Unit;

(b) forthwith:

(i) carry out all work that may be ordered by the Municipality or public authority in respect of the Unit; and

(ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;

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Bylaw (3) continued…

(c) duly and properly clean, wash, repair, maintain (all in a neat, clean, and tidy condition and appearance) and, when required, replace (at the expense of the Owner):

(i) the interior of the Unit and all appliances, fixtures and finishings, improvements and additions thereto;

(ii) all windows of the Unit that are located on the interior walls of the Unit. An Owner shall repair and replace all window screens, window hardware (including all cranks, hinges and latches) and the interior trim of windows and wash all interior windows;

(iii) the doors (and all structural components and hardware and locks related thereto) of a Unit located on the interior walls of a Unit including the painting of the interior finishing of Unit access doors and the washing of balcony or patio doors. An Owner shall repair and replace all door screens, door hardware and the interior trim of Unit access doors and balcony or patio doors;

(iv) doorbell button and all light fixtures and bulbs in the light fixtures attached to the exterior of the Unit, subject to the Corporation approving any replacement of the lighting fixtures;

(v) any interior wall or ceiling mounted, self-contained, heating, ventilation, air-conditioning and cooling systems installed by or at the request of an Owner that has been approved by the Board prior to installation;

(vi) the thermostats in the Unit; and

(vii) any Privacy Area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to these Bylaws and, if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw (67) shall apply,

but excluding the painting of the exterior surface or finishing of any access, patio or balcony doors and all other outer boundaries, walls and other outside surfaces, roofs and eavestroughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit;

(d) not paint the exterior of a Unit or building nor make any repairs, additions or alterations to the exterior of the Unit or the Lowrise (**including** interior and exterior load bearing and partition walls) of which the Unit forms a part or to the common plumbing, common mechanical or common electrical systems within the Unit without first obtaining the written consent of the Board;

(e) use and enjoy the Common Property in accordance with these Bylaws and all Rules and Regulations prescribed by the Board and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners or Occupants;

(f) not use the Unit or permit it to be used for the storage of hazardous materials, and not use the Unit or permit it to be used in any manner for any purpose which may

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Bylaw (3) continued…

be illegal, injurious or that will cause nuisance or hazard to any other Owners or Occupants;

(g) not make any noise in or about the Unit or the Common Property which, in the opinion of the Board, is a nuisance or unreasonably interferes with the use and enjoyment of any Unit or the Common Property by any other Owners or Occupants;

(h) exercise reasonable caution in permitting access to the Unit, the Lowrise and all parts of the Project and ensure all Occupants do the same;

(i) notify the Corporation forthwith upon any change of ownership of the Unit or of any mortgage, lease or other dealing in connection with the Unit and provide an updated certified copy of title evidencing such change or addition;

(j) comply strictly with these Bylaws and with such Rules and Regulations or other agreements as may be adopted pursuant thereto from time to time and cause all Occupants of the Unit to similarly comply;

(k) permit the Corporation, its representatives and persons authorized by the Corporation, entry to the Unit to perform the Owner's obligations set out in these Bylaws, to the extent that the Owner has, in the opinion of the Board, failed to perform such obligations;

(l) permit the Corporation, its representatives and persons authorized by the Corporation, entry to the Unit:

(i) to carry out maintenance and repair work required to be performed for the maintenance and betterment of the Project generally; and

(ii) where the Owner acquires a separate policy of insurance for the fixtures and finishings of the Unit for an amount in excess of what the Corporation is required to insure, and the fixtures and finishings of the Unit are damaged, unless the Corporation is not required to insure the fixtures and finishings in the Unit, the Owner and his/her/its insurer shall allow the Corporation to make repairs or arrange for and supervise repairs to the fixtures and finishings of the Unit on such Owner's and insurer's behalf, unless the Corporation agrees to another arrangement;

(m) pay to the Corporation (or if requested by the Corporation, to the Manager):

(i) when due all contributions levied or assessed against the Unit and all other amounts due from the Owner to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with the Act and the Regulations;

(ii) on demand, subject always to any monetary limitations set out in the Act or the Regulation, all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his or her Unit and all other amounts due from such Owner to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and own client basis;

(iii) on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;

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Bylaw (3) continued…

(iv) when due all utility accounts that are related solely to the Unit and determined by means of a subcontractor, check meter or sub-meter;

(n) pay a non-refundable administration charge, in an amount to be established by the Board from time to time, such charge to be applicable for each move-in (except for the first move-in following the sale of the Unit by the Developer) or move-out from the Unit, and payable to the Corporation prior to gaining access to the designated freight elevator;

(o) if the Owner wishes the Corporation to respond to his or her suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Manager;

(p) not sell, lease, allow use of or otherwise dispose of a Parking Unit or Storage Unit owned by the Owner, unless it is to the Corporation, the Parkade Condominium Corporation, the Tower Condominium Corporation, an Owner or Occupant of a Residential Unit, a person acquiring a Residential Unit or the Commercial Owner(s);

(q) indemnify and hold the Corporation harmless against all claims and demands for loss or damage, including without limitation, property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Unit or any area over which it has exclusive rights of use, or any nuisance made or suffered therein, or any failure by the Owner to keep the Unit and any Privacy Areas in a safe condition, or any other liability whatsoever in relation to the Unit and its Privacy Area(s), and reimburse the Corporation for its costs and expenses including reasonable legal fees incurred in connection with the defence of any such claims;

(r) not unreasonably interfere with the lawful activities of the Board or the Corporation;

(s) not utilize a Unit for any purpose other than as a single family residential dwelling or as otherwise allowed under these Bylaws;

(t) make suitable arrangements for payment of duly assessed Common Expenses related to the Unit, either through pre-authorized bank withdrawals or a series of monthly post-dated cheques provided to the Corporation or Manager;

(u) use any designated loading/unloading area upon the Parcel only outside of the peak hours of 7AM to 9AM and 4PM to 6PM, and all in accordance with any Rules and Regulations established therefor;

(v) not use a regular passenger elevator in the Lowrise for the moving of large items, except as set forth in any Rules and Regulations established therefor;

(w) not (and ensure than any Co-Owner or Occupant does not) assault, batter, threaten, harass, intimidate, verbally abuse, shout at, or threaten any other Owner, Occupant, Mortgagee or visitor upon the Project. The Board has no obligation to mediate or be involved in a dispute between Owners (for clarity, no Owner may refer a dispute to the Board unless such Owner has first made reasonable efforts to resolve the dispute with the other party) and the Board has no obligation to become involved in such dispute;

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(x) obtain the insurance required pursuant to Bylaw (53)(j); and

(y) if also a Parking Unit Owner or a Storage Unit Owner, shall fully comply in all respects with the Parkade Bylaws.

III. THE CORPORATION

(4) DUTIES OF THE CORPORATION

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

Maintenance, Enforcement and Repairs

(a) control, manage, maintain, repair, replace and administer the Common Property (except as otherwise provided in these Bylaws) and all Corporation Property for the benefit of all of the Owners and for the benefit of the Lowrise, and all property it is required to control, manage, maintain and administer pursuant to either Applicable Law or agreements entered into with third parties, including but not limited to being in relation to the Commercial Property, Parkade or Tower;

(b) do all things required of it by the Act, these Bylaws and any other Rules and Regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws and the Rules and Regulations;

(c) maintain and repair (including renewal and replacement where reasonably necessary) all common exterior lighting, elevators (including shafts and pits), electrical and mechanical rooms, common heating, venting and air-conditioning systems, and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing on the Parcel and capable of being used in connection with the enjoyment of the Common Property or more than one (1) Unit or as required to be maintained and repaired by the Corporation pursuant to either Applicable Law or agreements entered into with third parties, including but not limited to the Commercial Owner(s), Parkade Condominium Corporation and/or Tower Condominium Corporation;

(d) except as otherwise specifically provided in these Bylaws, clean, maintain and repair (including renewal and replacement where reasonably necessary), and file any claims with any warranty provider if applicable:

(i) the exterior or outside surfaces of the Lowrise (including all exterior windows and doors and the exterior trim of windows and doors) except to the extent the Owner is required to repair and maintain under Bylaw (3). The Corporation shall wash, in its sole discretion, the exterior surface of all inaccessible windows on the exterior walls of a Unit and on Common Property;

(ii) any leakage or exterior caulking around exterior windows and doors of the Lowrise;

(iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property, including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw (8) or Bylaw (67);

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Bylaw (4) continued…

(iv) all vehicle and storage facilities in the Project, including but not limited to any driveways, loading bays, storage areas and garbage and recycling enclosures;

(v) all landscaped areas on the Common Property, the Project entrance sign (if applicable), all sidewalks and any steps and any irrigation system;

(vi) all patio walls, balcony rails, retaining walls, fencing and gates (both perimeter and privacy dividers) and related posts;

(vii) the mailbox banks for the Units;

(viii) all common utility services within, on, in, under or through the Common Property and all utility lines outside the interior finishing of the floors, walls and ceilings of a Unit and sprinkler system;

(ix) all zone valves and isolation valves in a Unit or on Common Property;

(x) all components of the common air-conditioning system whether inside a Unit or on the Common Property; and

(xi) all property that the Corporation is required to clean, maintain and repair pursuant to either Applicable Law or agreements entered into with third parties, including but not limited to the Commercial Owner(s), Parkade Condominium Corporation and/or Tower Condominium Corporation;

(e) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses or any special assessments and deposit same in a separate account within the times required by the Act, in the Province of Alberta, with a chartered bank, trust company, Province of Alberta Treasury Branch, or credit union incorporated under the *Credit Union Act*;

(f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project including, but not limited to, management fees, maintenance expenses, fire and liability insurance and other maintenance expenses charged against or referable to any real or personal property owned by the Corporation, or Common Property for lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services, appraisal fees and cost of a Manager, if any, and such other costs as the Board deems justifiable in the management or administration of the Lowrise and implementation of any cost sharing arrangements for any such costs for the balance of the Project not within the Condominium Plan;

(g) in the sole discretion of the Board, acting reasonably, clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the hallways, stairs and stairwells, mailboxes, intercom and security systems, lobbies, vestibules, fire prevention system and boxes, any recreational amenity space, and all grassed or landscaped areas of the Common Property **provided that** the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw (8) or Bylaw (67) shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;

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Bylaw (4) continued…

(h) provide adequate garbage, food and yard waste, and recycling bins in the garbage and recycling enclosures on the Common Property for use by all the Owners and Occupants and, if applicable, the Commercial Owner(s) and Tower Unit Owners, and provide for regular collection therefrom, if the Municipality does not;

(i) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to the Act;

(j) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority and comply with the terms of any restrictive covenants, utility rights-of-way, or easements, grants or other interests applicable to the Parcel and registered against any Unit title or the condominium additional plan sheet;

(k) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die;

(l) repair, replace and maintain any party walls separating Units;

(m) not revoke, terminate or otherwise disturb an assignment, lease, or allocation of a Privacy Area entered into with an Owner without:

(i) such Owner's prior consent;

(ii) the sale of their Unit; or

(iii) a continuing material default by the Owner or Occupant of its obligations under these Bylaws in respect of such Privacy Area;

Notwithstanding the foregoing, the Corporation shall not be responsible for such actions if the reason or cause for such repair, replacement or maintenance is due to the negligent act or omission of an Owner or Occupant, in which case the Corporation may, but is not obligated to make such repair, replacement or maintenance and the cost of the same shall be (or up to the amount of the insurance whether an insured loss or not and regardless of whether an insurance claim is made or not) for the account of the Owner and the Corporation shall have a lien against the estate or interest of such Owner.

ECR Agreement

(n) the Corporation acknowledges having been provided with a fully executed copy of the ECR Agreement which provides certain mutual access and other easements and cost sharing provisions among the Parcel, the Commercial Property, the Parkade Parcel and the Tower Parcel prior to the registration of the Condominium Plan and which is registered as an encumbrance and carries forward and binds each Unit title in the Condominium Plan. The Corporation covenants and agrees to be bound by and comply with all terms, conditions and provisions of the ECR Agreement, including but not limited to the granting of all easements therein and the cost sharing provisions thereof;

Insurance

(o) provide and maintain in force all such insurance as is required by the Act and by

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the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by an Insurance Trustee and approved by the Board and, on the written request of an Owner or Mortgagee of a Unit, or the duly authorized agent of such Owner or Mortgagee, produce to the Owner or Mortgagee a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof; and

(p) obtain one (1) or more corporation insurance policies, to be reviewed at least once every two (2) years, all in accordance with the requirements of the Regulation, that provide the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a Board member or an employee who handles money belonging to the Corporation, where the Board member or such employee acts alone or in collusion with other with an intent to:

1. cause loss to the Corporation; or

2. improperly obtain a financial benefit for the Board member, such employee or another person.

(5) REPAIRS TO UNITS BY CORPORATION

(a) In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall repair or arrange for and supervise repairs to a Unit and the fixtures and finishings in a Unit after damage where the Corporation is responsible for insuring the property affected by the damage, **provided however** the Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Corporation is not required to insure, including improvements and/or fixtures and finishings made by an Owner or to property covered by insurance specified in these Bylaws as being the responsibility of an Owner.

(b) The Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage occurs that was not the Corporation's responsibility to insure against if:

(i) the failure to repair poses a risk to public safety, or puts the Lowrise, Common Property, other Units, Occupants or personal property in the Common Property or other Units, at risk;

(ii) the Owner or an agent of the Owner has not commenced repairs within a reasonable time; and

(iii) the Corporation has provided reasonable notice to the Owner.

(c) The Owner of a Unit repaired by the Corporation under Bylaw (5)(a) is liable to pay the Corporation for the prudent costs of actions taken by the Corporation.

(6) RESERVE FUND

Within two (2) years after the date on which the Condominium Plan was registered, and at least every five (5) years after the completion of a previous Reserve Fund plan was

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Bylaw (6) continued…

approved (or such other timing requirements as set out in the Act or the Regulation), the Corporation, through its Board, **shall**:

(a) subject always to and in accordance with the Act and the Regulation, including but not limited to timing requirements set out therein, conduct and prepare or retain a reserve fund study provider to cause to be conducted and prepared, the Reserve Fund study, a Reserve Fund report, and a Reserve Fund plan including what is required by the Act and the Regulation for each. By and under such Reserve Fund plan, the Board shall establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a Reserve Fund which is to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation, and the Common Property where the repair or replacement is of a nature that does not occur annually, and in addition:

(i) such funds designated for the Reserve Fund shall be kept in a separate trust account registered in the name of the Corporation and shall not be commingled with any other funds of the Corporation or any other condominium corporations;

(ii) funds shall not be taken from the Reserve Fund for the purposes of making capital improvements or additions not contemplated or provided for in a Reserve Fund study or Reserve Fund report unless such improvements are:

(A) authorized by Special Resolution; or

(B) necessary to maintain the Corporation Property and/or the Common Property to comply with health, building and maintenance and occupancy standards as required by law; and

(C) there will be sufficient funds remaining in the Reserve Fund to meet the requirements under the Reserve Fund study;

(iii) for clarity, the following are not capital improvements:

(A) the replacement of existing Corporation Property or Common Property with:

(1) the contemporary equivalent of obsolete property;

(2) a lower cost equivalent of the existing property; or

(3) any other replacement prescribed by the Regulation.

(iv) notwithstanding the foregoing, if permitted by the Act or the Regulation, funds from the Reserve Fund may be used for:

(A) a Reserve Fund study and Reserve Fund report required by the Act or the Regulation;

(B) any other report prepared by an expert examining the Corporation Property and the Common Property; and

(C) any other purpose provided for in the Act or the Regulation.

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Bylaw (6) continued…

(v) the Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner except where the Project ceases to be governed by the Act;

(vi) subject always to and in accordance with the Act and the Regulation, the Corporation shall continue to maintain the funding of its Reserve Fund at an amount sufficient and appropriate enough to meet its obligations, and the Corporation may, by Ordinary Resolution of the Board, determine the maximum amount that may be paid from the Reserve Fund in respect of a single expenditure;

(vii) the Corporation shall, for each fiscal year, prepare an annual report each fiscal year respecting the Reserve Fund in accordance with the Regulation, setting out at least the following:

(A) the amount of the Reserve Fund as of the last day of the immediately preceding fiscal year;

(B) all the payments made into and out of the Reserve Fund for that year and the sources and uses of those payments;

(C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;

(D) the amount of the Reserve Fund projected for the current fiscal year;

(E) total payments by Ordinary Resolutions or Special Resolutions into, and payments out of, the Reserve Fund for the current fiscal year; and

(F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements,

and shall supply a copy of the approved Reserve Fund plan to each Owner before or with its notice of the next annual General Meeting of the Corporation pursuant to Bylaw (29)(c);

(viii) on or before five (5) years from the day that the most recent Reserve Fund plan was approved, or at such other intervals as then prescribed in the Act or the Regulation, carry out a new Reserve Fund study, prepare a new Reserve Fund report, approve a new Reserve Fund plan, and provide to the Owners copies of the approved new Reserve Fund plan prior to the collection of any funds for the purposes of those matters dealt within the new Reserve Fund report that are to be carried out pursuant to that new Reserve Fund report; and

(ix) if the Reserve Fund study is obtained by the Developer or an interim Board prior to the first annual General Meeting, the Developer or interim Board shall ensure that the Reserve Fund study is conducted by a reserve fund study provider who is at arm's length from the Developer and/or every member of the interim Board, as the case may be.

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(7) DELIVERY OF DOCUMENTS

(a) Upon the written request and payment of fees as set out in the Act or the Regulation by an Owner, Mortgagee, or purchaser of a Unit, the Corporation, through its Board or Manager, shall:

(i) within ten (10) days of receiving that request (or within three (3) days of receiving a specific rush request) and payment, provide to the person making the request an information statement that includes one (1) or more of the following as requested by that person:

(A) the particulars of:

(1) any action commenced against and served upon the Corporation, including the amount claimed against the Corporation;

(2) any unsatisfied judgment or order for which the Corporation is liable; and

(3) any written demand made upon the Corporation for an amount in excess of five thousand ($5,000.00) dollars that, if not met, may result in an action being brought against the Corporation;

(B) a statement setting forth the amount of the Reserve Fund;

(C) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;

(D) a statement setting forth any structural deficiencies of the Lowrise that the Corporation has knowledge of at the time of request; and

(E) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;

(ii) within ten (10) days of receiving that request (or within three (3) days of receiving a specific rush request) and payment, provide to the person making the request one (1) or more of the following as requested by that person:

(A) a copy of the most recent Reserve Fund report, most recent Reserve Fund plan and most recent annual report prepared under the Regulation;

(B) the particulars or a copy of any prior or subsisting management agreement;

(C) the particulars or a copy of any subsisting recreational agreement;

(D) the particulars of any post-tensioned cables that are located anywhere within the Condominium Plan;

(E) a copy of the budget of the Corporation;

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Bylaw (7) continued…

(F) a copy of the annual financial statements, if any, of the Corporation;

(G) a copy of the Bylaws and/or the Parkade Bylaws;

(H) in respect of a particular fiscal year, a copy of (i) all approved minutes of all General Meetings of the Corporation (if available), (ii) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least thirty (30) days before the date of such request, and (iii) approved minutes of Board meetings;

(I) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;

(J) a consolidation of all the Rules and Regulations;

(K) a copy of any lease agreement or exclusive possession agreement with respect to the possession of any portion of the Common Property or real property of the Corporation, including a Privacy Area, Parking Unit or Storage Unit;

(L) the text of Ordinary Resolutions and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;

(M) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;

(N) copies of insurance certificates held by the Corporation;

(O) copies of policies of insurance held by the Corporation;

(P) in the case of a Mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in the Act; and

(Q) any other prescribed information or documents as set out in the Act or the Regulation;

(b) the Board or the Manager supplying any documents required to be provided in these Bylaws or the Act or Regulation (**except for** any document required pursuant to Bylaw (29) or such other document specified by these Bylaws, the Act or the Regulation to be provided by the Corporation at no charge) shall, where authorized by the Regulation, be entitled to charge a fee for the production thereof, such fee not to exceed the amounts prescribed for such class of document set out in the Regulation;

(c) the Board or the Manager may supply any documents required to be provided in these Bylaws or the Act or Regulation in electronic form so long as such electronic format is: (i) complete; (ii) legible in its entirety; and (iii) may be reproduced by the Corporation in an electronic format or hard copy format unless the person

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requesting the information or document specifically requests that they be provided in paper form; and

(d) the Board shall only be required to retain the information or documents set out above for the applicable retention period(s) determined by the Act or the Regulation, and shall not be required to provide documents created before January 1, 2020 if the Corporation possesses or has access to that information or document.

(8) POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, **may** and is hereby authorized to:

(a) purchase, transfer, lease, hire or otherwise acquire or dispose of real and/or personal property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the Corporation Property, the Common Property, or the Units or any of them, **provided that** real property shall only be acquired or disposed of by Special Resolution of the Corporation and be in accordance with the Act and the Regulation **and further provided that:**

(i) before the Corporation proceeds with a transfer or lease of Common Property under s.49 of the Act, the Corporation shall (A) obtain the consent in writing of seventy five (75%) percent of the Persons having a Registered Interest in the Parcel to (1) release those interests in respect of the portion of the Common Property comprised in the proposed transfer or lease; or (2) execute the proposed transfer or lease; **or** (B) obtain a court order to proceed with such transfer or lease pursuant to the Regulation; and

(ii) before the Corporation grants an easement or covenant burdening a parcel under s.52 of the Act, the Corporation shall (A) obtain the consent in writing of seventy five (75%) of the Persons having a Registered Interest in the Parcel to the release of those interests in respect of the Common Property comprised in the proposed easement or covenant; **or** (B) obtain a court order to proceed with such transfer or lease pursuant to the Regulation;

(b) borrow monies required by it in the performance of its duties or the exercise of its powers, **provided that** each such borrowing in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements has been approved by Special Resolution. Such Special Resolution must specify the maximum amount the Corporation is permitted to borrow in the fiscal year as either a percentage of the Corporation's revenues as set out in the most recent financial statements, or as an amount in Canadian Dollars. For clarity, nothing prevents the Corporation from amassing more than one Special Resolution under this Bylaw (8)(b), but, if the Corporation lowers the maximum amount permitted for borrowing by Special Resolution, such Special Resolution has no impact on a loan validly borrowed under a high permitted maximum amount;

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

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Bylaw (8) continued…

(d) invest as it may determine any contributions towards the Common Expenses **subject to** the restrictions set forth in the Act;

(e) make an agreement with an Owner or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant thereof;

(f) grant to an Owner a lease, assignment or license in respect of any Privacy Areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under the Act, on such terms and conditions as may be determined by the Board from time to time **provided that** such lease assignment or licence shall be available for the benefit only of Owners, Occupants, or purchasers of a Unit, shall not be assignable to anyone who is not an Owner, Occupant or purchaser and shall be terminable on thirty (30) days' notice by the Corporation as against any such lessee, assignee or grantee who ceases to be an Owner, Occupant or purchaser under an agreement for sale of such Unit or for any other reason set out in these Bylaws or pursuant to the terms of the lease, assignment or license;

(g) make an agreement with the Commercial Owner(s) for the use of certain areas within the Commercial Property for the benefit of the Owners, and Common Expenses shall include any costs that the Corporation has agreed to pay for the use of such areas;

(h) make an agreement with the Developer or the Tower Condominium Corporation for the joint use of facilities located upon the Parcel and the Tower Parcel by the Owners and the Tower Unit Owners, and the sharing of costs associated with such facilities;

(i) enforce the provisions of the ECR Agreement and any similar agreement, as well as the provisions under any restrictive covenant, easement, or utility right of way agreements which benefit or burden the Corporation or the Owners;

(j) subject to Bylaw (68), make, amend, or repeal such Rules and Regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Corporation Property and the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Corporation Property and the Common Property generally including the commencement of an action under the relevant sections of the Act and all subsequent proceedings relating thereto and including but not limited to the right to remove any vehicle parked in an unauthorized place at the expense of the owner of such vehicle. Notwithstanding the foregoing, such Rules and Regulations must be consistent with the Act, the Regulation and these Bylaws. The Corporation must inform Owners and Occupants of any Rules and Regulations made, amended or repealed.

(k) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned, **provided however** such determination will be made by resolution of the Board if required under the Act or Regulation;

(l) raise the amounts of money so determined by levying Common Expense and special assessment contributions on the Owners in proportion to the Unit Factors for their respective Units or in such other equitable manner as otherwise herein provided;

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Bylaw (8) continued…

(m) charge interest under the Act and the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

(n) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;

(o) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;

(p) acquire Parking Units for purposes of visitor parking, accessible parking, resale or otherwise;

(q) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws including enforcing the provisions of any agreement, as well as the provisions under any restrictive covenant, easement or utility right of way which benefit the Corporation or the Owners;

(r) provide and maintain a fund to pay expenses not properly chargeable to the Reserve Fund or every day maintenance expense. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repairs or expenses not budgeted or not covered in the operating budget or the Reserve Fund;

(s) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and

(t) subject to any limitations and prohibitions contained in the Act or Regulation, levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw in the following manner:

(i) before imposing a sanction on an Owner or Occupant who fails to comply with a Bylaw or Rule or Regulation, the Corporation must serve a notice of proposed sanction on such Owner or Occupant. If a person who fails to comply with a Bylaw or Rule or Regulation is an Occupant, the Corporation may serve a notice of proposed sanction on the Owner of the Unit, in addition to complying with the foregoing;

(ii) a notice of proposed sanction must contain the following information:

(A) the Unit associated with the failure to comply with a Bylaw;

(B) the name of the person subject to the proposed sanction, if known;

(C) the provision of the Bylaws that has not been complied with;

(D) if the sanction is provided for in a Bylaw in respect of non-compliance with a Rule and Regulation, the Rule and Regulation that has not been complied with;

(E) the date and time of the non-compliance, if applicable;

(F) other relevant particulars of the failure to comply;

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Bylaw (8) continued…

(G) if applicable, the maximum monetary sanction for non-compliance with the Bylaw;

(H) a description of corrective or other action, if any, that must be taken in respect of the non-compliance;

(I) the deadline, which must be at least three (3) days, excluding holidays, after service of the notification, for taking the required actions or providing a written response to the notification, if any;

(iii) an Owner or Occupant who is served with a notice of proposed sanction must be provided at least three (3) days, excluding holidays, to provide a written response to the notice or comply with the actions required under the notice of proposed sanction;

(iv) when the deadline for a written response or corrective action has expired and the Corporation is not satisfied with the response or action, if any, the Corporation may, in accordance with Bylaw (8)(t)(v) below, impose a sanction:

(A) on the person named in the notice of proposed sanction, or

(B) if no person is named in the notice of proposed sanction,

(1) on the Owner, if the Owner has not provided a notice to the Corporation under s.53(5) of the Act setting out the name of the Occupant, or has provided a notice to the Corporation under s.53(6) of the Act that an Occupant is no longer in possession of the Unit, or

(2) on the Occupant, if the Owner has provided a notice to the Corporation under s.53(5) of the Act and has not provided a notice to the Corporation under s.53(6) of the Act that the Occupant is no longer in possession of the Unit;

(v) the Corporation, when imposing a sanction, shall serve on the person subject to the sanction a notice of sanction that contains the following information:

(A) in respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction;

(B) in respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect;

(C) reasons for issuing the sanction; and

(D) the date of the Board resolution approving the sanction;

(vi) where a person who is the subject of a proposed sanction is not an Owner, a notice required to be served under this Bylaw (8)(t) may be served on the person electronically, if the person has provided the Board with an electronic address, by personal service, ordinary or recorded mail addressed to the Unit with which the sanction is associated, or by being left with a person apparently over the age of 18 years at the Unit;

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(vii) the Corporation, when imposing a sanction on a Occupant, shall ensure that the Owner of the Unit to which the sanction relates is provided with copies of:

(A) the notice of proposed sanction served by the Corporation under Bylaw (8)(t)(i) above, and

(B) the notice of sanction served by the Corporation under Bylaw (8)(t)(v) above;

(viii) service is deemed to have been effected:

(A) on the date on which acknowledgment of receipt of recorded mail is signed,

(B) seven (7) days after the date on which the document is sent by ordinary mail, or

(C) twenty four (24) hours after the document is sent by electronic means;

(ix) the Corporation may delegate a power or duty conferred on it under this Bylaw (8)(t), except the power to decide to impose a sanction. For greater certainty, nothing in this Bylaw (8)(t) precludes the Manager or another person from serving notices related to proposed sanctions;

(x) for each failure to comply with the Bylaws, the maximum monetary sanction that may be imposed by the Corporation is as follows:

(A) for the first instance of non-compliance, five hundred ($500) dollars, and

(B) for the second and subsequent instances of non-compliance, one thousand ($1,000) dollars;

(xi) the maximum amount of the monetary sanction to be imposed for a continuing contravention of a Bylaw in respect of a Unit is the greater of: (A) the maximum monetary sanctions that may be imposed by the Act or the Regulation; or (B) five hundred ($500) dollars for the first week for the first instance of non-compliance and one thousand ($1,000) dollars for each subsequent week or each week of any subsequent continuing contravention; and

(xii) no monetary sanction may be levied for a contravention of a Rule and Regulation.

IV. THE BOARD

(9) THE CORPORATION AND THE BOARD AND CONFLICTS OF INTEREST

(a) The powers and duties of the Corporation, subject to any lawful restriction imposed or direction given at a General Meeting, shall be exercised and performed by the Board or the Manager, as authorized by the Board. Every member of the Board shall exercise the powers and discharge the duties of the office of the member of the Board honestly and in good faith with a view to the best interests of the

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Corporation and to exercise care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:

(i) shall declare to the Board that person's interest in the agreement, arrangement, or transaction;

(ii) shall not vote in respect of any matter respecting that agreement, arrangement, or transaction; and

(iii) shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement, or transaction.

(10) COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

(a) Within thirty (30) days after the registration of the Condominium Plan and until the first annual General Meeting of the Owners, the Developer shall appoint an interim Board consisting of at least two (2) nominees of the Developer;

(b) After the first annual General Meeting, the Board shall consist of not fewer than three (3) nor more than seven (7) Owners, representatives of Corporate Owners, or representatives of Mortgagees. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board;

(c) a Board member must be eighteen (18) years of age or older;

(d) other than during the interim Board's term, only one (1) Owner or Mortgagee in respect of a Unit may sit on the Board at any point in time;

(e) any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict, in accordance with the Act;

(f) every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interest of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

(g) no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board; and

(h) those entitled to accept nomination must either be in attendance at the annual General Meeting or have agreed in writing to the nomination prior to such annual General Meeting.

(11) TERM OF OFFICE AND RETIREMENT FROM BOARD

Each member of the Board shall be elected for a one (1) year term. At each annual General Meeting of the Corporation, all of the members of the Board shall be deemed to have retired

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from office and the Corporation shall elect new members to hold office until the close of the next annual General Meeting (although members may also be elected at an extraordinary General Meeting). Notwithstanding the foregoing, if a Board is not elected at an annual General Meeting, the incumbent Board members shall continue in office until their successors are elected.

(12) ELIGIBILITY FOR RE-ELECTION TO BOARD

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

(13) REMOVAL FROM BOARD

The Corporation may, by resolution in writing or at an extraordinary General Meeting, remove any member or all members of the Board before the expiration of their respective terms of office and appoint another Owner, or Owners as the case may be, to hold office until the next annual General Meeting.

(14) CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw (23), the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw (10), or in the event that such vacancy does not cause the Board membership to be reduced below the minimum number required under these Bylaws, the Board may choose not to fill the Board vacancy prior to the next election of the Board at the next annual General Meeting.

(15) QUORUM FOR BOARD

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

(16) OFFICERS OF THE CORPORATION

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

(b) The President shall preside as Chairperson at all meetings of Owners, be the Chairperson of the Board and have such other powers and duties as the Board may determine from time to time by Ordinary Resolution.

(c) The Secretary shall attend to the giving and service of all notices of the Corporation and shall keep the minutes of all meetings of the Corporation and of the Board and of committees of the Board and a book or books shall be kept for that purpose. Subject to the control of the Board, the Secretary shall perform all acts incidental to the office of Secretary.

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(d) The Treasurer shall have general charge of the finances of the Corporation. He or she shall deposit, within the time prescribed in the Act, all monies and other valuable effects of the Corporation in the name and to the credit of the Corporation in trust accounts with such banks or other depositories as the Board may from time to time designate by resolution, and shall render to the Board whenever directed by the Board, an account of the financial condition of the Corporation and of all the transactions as Treasurer. As soon as possible after the close of each financial year, he or she shall make and submit to the Board a report for such financial year. He or she shall have charge and custody of and be responsible for the keeping of the books of account required to be kept. Subject to the control of the Board, the Treasurer shall perform all acts incidental to the office of Treasurer.

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

(f) A person ceases to be an officer of the Corporation if he or she ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold more than one (1) office.

(17) CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he/she is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting.

(18) LOCATION OF BOARD MEETINGS

Each meeting of the Board shall be held within the Municipality unless the members agree, by ordinary resolution, to hold the meeting in another location.

(19) VOTES OF BOARD

Voting by Board members shall be governed as follows:

(a) at meetings of the Board, all matters shall be determined by simple majority vote. If there is a tie, the Chairperson shall **not** have a casting vote in addition to their original vote and any resolution receiving a tie vote shall be deemed to have been defeated;

(b) a resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;

(c) a Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be ratified and documented into the minutes at the next scheduled meeting of the Board; and

(d) all Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board and in accordance with the Act and the Regulation.

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(20) FURTHER POWERS OF BOARD

The Board **may**:

(a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) days' notice of a meeting proposed by him or her, specifying the reason for calling the meeting, provided that the Board shall meet at the call of the President on such notice as he or she may specify without the necessity of the President giving reasons for the calling of the meeting;

(b) appoint or employ, for and on behalf of the Corporation, such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;

(c) subject to any valid restriction imposed or direction given at a General Meeting, delegate to one (1) or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;

(d) obtain and retain by contract the services of a Manager or any professional real property management firm or professional real property manager or agent for such purposes (including, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, **subject always** to the control and direction of the Corporation and the Board, with such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than the sum of the following amounts:

(i) the total amount of any Reserve Fund in the hands of or controlled by the Manager;

(ii) one (1) month's total Common Expense contributions of the Corporation or one-twelfth ($^{1}/_{12}$) of the total annual Common Expense contributions for all Units in the Project (excluding any special assessments), whichever is greater; and

(iii) a sum representing the average monthly amount of cash in the control of the Manager;

(e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and

(f) set and charge, for and on behalf of the Corporation, reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents,

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information, or copies of documents required to be issued by it under the Act or pursuant to these Bylaws.

(21) ADDITIONAL DUTIES OF THE BOARD

The Board, for the benefit of the Corporation and the Owners, shall have vested in it the powers of the Corporation and shall enforce the provisions of these Bylaws. The Board **shall**:

(a) subject to any valid restriction imposed or direction given pursuant to a resolution passed at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;

(b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and/or Mortgagees;

(c) keep minutes of General Meetings of the Owners, including the signatures if required by the Act or the Regulation, and results of any vote on a Special Resolution held at such General Meeting, and, upon written request at the expense of the person requesting, provide copies thereof to Owners and/or Mortgagees;

(d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

(e) administer funds of the Corporation and, unless otherwise required by the Act or the Regulation to be handled differently, deposit such funds in a separate trust account registered in the name of the Corporation within two (2) business days of receipt, and keep such funds intact and not comingled with other funds except as otherwise authorized by the Act or the Regulation. All such funds are deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;

(f) prepare or cause to be prepared, financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and Mortgagee;

(g) maintain financial records of all the assets, liabilities and equity of the Corporation including receipts of contributions by all Owners;

(h) on written application of an Owner or Mortgagee, or any person authorized by the Owner in writing, make the books of account available for inspection at a time convenient to the Board member required to complete such request;

(i) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant, to be selected at each annual General Meeting of the Corporation, and cause to be prepared and distributed to each Owner and to each Mortgagee a copy of (i) the audited Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation, and (ii) the Auditor's Report or Notice to Reader Report, within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer shall be submitted to each annual General Meeting of the Corporation. Any obligations under this

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Bylaw (21)(i) may be waived upon the passing of an Ordinary Resolution to that effect;

(j) keep a register noting the names and addresses of all Owners, Occupants and Mortgagees;

(k) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

(l) within thirty (30) days from the conclusion of the Corporation's annual General Meeting or at any other time when there is a change to the membership of the Board, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of each member of the Board;

(m) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and

(n) file or cause to be filed at the Canada Revenue Agency office required returns for payroll source deductions of Corporation employees (if any), a statement of Goods and Services Tax, if required, an annual notice of the non-profit status of the Corporation, and any other reports, statements or returns required by Canada Revenue Agency or any other government body or agency under any Applicable Laws.

(22) VALIDITY OF ACTS AND RESOLUTIONS

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

(b) An Ordinary Resolution that directs or restricts the Corporation, or interferes with the Corporation, in its exercise of powers and performance of duties is not valid if the direction or restriction is contrary to the Act, the Regulation, and/or these Bylaws.

(23) VACATING OFFICE OF BOARD MEMBER

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

(i) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act (Canada)*;

(ii) is more than sixty (60) days in arrears for payment of any contribution required to be made by the member as an Owner;

(iii) is more than sixty (60) days in default of a judgment by a court for any money owing to the Corporation;

(iv) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act,* S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;

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

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(vi) resigns the member's office by serving notice in writing on the Corporation;

(vii) dies;

(viii) attends any Board meeting while intoxicated or under the influence of illegal drugs;

(ix) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his or her office be vacated;

(x) ceases to qualify for membership pursuant to Bylaw (10);

(xi) in the case of a Corporate Owner which is a member of the Board, if the Corporate Owner is in arrears as set forth in Bylaw (23)(a)(ii) above, if it becomes insolvent or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the Corporate Owner otherwise than for the purpose of amalgamation or reconstruction;

(xii) is refused bonding, at a reasonable premium, by a recognized bonding institution; or

(xiii) commences or threatens to commence any legal proceedings against the Board or the Corporation.

(b) The Corporation may, by Ordinary Resolution, remove a member of the Board before the expiration of a member's term of office and appoint another individual in the member's place to hold that office for the remainder of the term.

(24) SIGNING AUTHORITIES

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

(25) CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one (1) member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one (1) member of the Corporation, his or her signature shall be sufficient for the purposes of this Bylaw and, if the only member is a Corporate Owner, the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

(26) CORPORATE OWNER WHICH IS MEMBER OF THE BOARD

A Corporate Owner which is a member of the Board may, by proxy, power of attorney or resolution of its directors, appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the Corporate Owner and such representative shall be entitled to so act **provided** notice in writing thereof shall have been given to the Board. Where a Corporate Owner is the only

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member of the Board, a minute or resolution signed by its representative or by the Alternate of its representative duly appointed pursuant to Bylaw (27) shall be deemed to be a resolution of the Board.

(27) ALTERNATE BOARD REPRESENTATIVE

A representative of a Corporate Owner on the Board may appoint any person, whether another Owner or not, and whether a member of the Board or not, to serve as an alternate representative on the Board (an "**Alternate**") and to attend and vote in the Owner's place at meetings of the Board and to do anything specifically provided for in these Bylaws. Appointment or removal of an Alternate under this Bylaw shall be made by the representative by providing notice in writing to the Board. Such Alternate shall, if present, be included in the count for quorum and if he or she is a member of the Board he or she shall be entitled to two (2) votes, one (1) as a member of the Board and the other as an Alternate. If the representative so directs in writing to the Board, notice of meetings of the Board shall be sent to the Alternate. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the Alternate representative in writing to the Board, such Alternate shall be removed as of such date.

(28) INDEMNIFICATION OF INDIVIDUALS

The Corporation shall indemnify every member of the Board (including the Developer and its representatives when acting in the capacity of the Board), Manager, officer or employee and his or her heirs, executors and administrators (collectively, the "**Indemnitee**") against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the Indemnitee may be made a party by reason of being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which such Indemnitee shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or failing to discharge his or her duties honestly and in good faith. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may, by Ordinary Resolution, require that all members of the Board, or Manager or officers or employees, be bonded by a recognized bonding institution in an amount not less than the total amount of the Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

V. OWNER'S MEETINGS

(29) ANNUAL GENERAL MEETINGS

(a) The first annual General Meeting shall be called by the interim Board no later than twelve (12) months after the registration of the Condominium Plan in accordance with the requirements of the Act and the Developer or the interim Board, as the case may be, shall supply at such annual General Meeting the documents required to be delivered pursuant to the Act and the Regulation, including but not limited to the documents set out in s.16.1 of the Act and s.20.2(1) of the Regulation.

(b) Subsequent annual General Meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, passed at the

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Corporation's annual General Meeting, to hold the meeting in another location. Annual General Meetings cannot be held by electronic means unless (i) the Act, the Regulation or any other government body or agency permits such meetings to be held by electronic means, and (ii) the Owners agree, by Ordinary Resolution, to hold such meetings by electronic means.

(c) A notice of every annual General Meeting shall be delivered at least fourteen (14) days prior to the date such meeting is to be convened, and such notice shall include the annual report respecting the Reserve Fund, the financial statements for the Corporation's preceding fiscal year and the annual budget.

(d) Notice shall be given to each Owner, Mortgagee and member of the Board in the manner prescribed in the Act, the Regulation or these Bylaws, but the accidental omission to give notice thereto or the non-receipt by such persons does not invalidate the meeting or any proceedings thereat. A notice of meeting is not required to be sent to Owners or Mortgagees who were not registered on the records of the Corporation on the record date set out in Bylaw (32).

(e) In computing the number of days' notice of the annual General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of such meeting shall be counted.

(f) Notice of such meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed to be the equivalent of receipt of due and proper notice of the meeting and attendance of that person is a waiver of notice of the meeting, except when he or she attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully convened.

(g) Within sixty (60) days after an annual General Meeting, the Corporation shall provide each Owner and Mortgagee with the approved minutes (or draft minutes if no minutes have been approved) of the annual General Meeting.

(h) The approved minutes (or draft minutes) provided in Bylaw (29)(g) above must include records of the votes held at the annual General Meeting, recording the following:

(i) if an Ordinary Resolution was proposed, the results of the vote;

(ii) if a Special Resolution was proposed,

(A) the number of persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by these persons, and

(B) the number of persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by these persons; and

(iii) for an election of members of the Board determined by a vote, the number of votes in favour of each candidate.

(30) EXTRAORDINARY GENERAL MEETINGS

All General Meetings other than annual General Meetings shall be called extraordinary General Meetings.

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(31) CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may, whenever it considers it appropriate to do so, and shall, upon a requisition in writing:

(a) by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;

(b) from Mortgagees or Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or

(c) from a combination of such Owners or Mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene an extraordinary General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of such requisition and upon at least fourteen (14) days' notice to the Owners and Mortgagees. The notice and agenda for such meeting shall include any legally valid items specified by the requisitioners, the nature of the business to be dealt with at the meeting and any proposed wording of any resolution, and such meeting shall be held within the Municipality, unless the Owners and Mortgagees agree, by means of an Ordinary Resolution passed at a General Meeting, to hold such meeting at another location. Extraordinary General Meetings cannot be held by electronic means unless (i) the Act, the Regulation or any other government body or agency permits such meetings to be held by electronic means, and (ii) the Owners agree, by Ordinary Resolution, to hold such meetings by electronic means.

(32) RECORD DATE FOR GENERAL MEETINGS

For the purpose of determining Owners and Mortgagees entitled to receive notice of a General Meeting, the Board may fix in advance a date as the record date for that determination of Owners and Mortgagees, but that record date shall not precede by more than thirty (30) or by less than fourteen (14) days of the date on which the General Meeting is to be held. If no record date is fixed, the record date for the determination of Owners and Mortgagees entitled to receive notice of a General Meeting shall be at the close of business on the last business day preceding the day on which the notice is sent or, if no notice is sent, the day on which the General Meeting is held.

(33) PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

(a) all business that is transacted at any annual or extraordinary General Meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed special business;

(b) the nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the notice of General Meeting in sufficient detail so as to permit an Owner or Mortgagee to form a reasoned judgment on the nature of that business;

(c) items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution. No such item of special business

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shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these Bylaws;

(d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board; and

(e) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

(34) QUORUM FOR GENERAL MEETINGS

Save as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One-quarter ($^1/_4$) of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

(35) ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes after the expiry of the initial ten (10) minutes to allow further Owners or Mortgagees to attend on the same day, at the same place. If at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall be conclusively deemed to constitute a quorum for all purposes of these Bylaws.

(36) CHAIRPERSON FOR GENERAL MEETINGS

The President of the Board shall be the Chairperson of all General Meetings or, in his or her absence from the meeting or in case he or she shall vacate the chair, the Vice-President of the Board shall act as Chairperson, provided always that if the President and Vice-President are absent or vacate the chair or refuse to act, the parties at the meeting shall elect a Chairperson. Notwithstanding the foregoing, if a majority of the members of the Board determine it prudent, the Board may appoint a third party neutral Chairperson for a General Meeting to assist with the orderly conduct.

(37) ORDER OF BUSINESS FOR GENERAL MEETINGS

The order of business at General Meetings, and as far as is appropriate at all extraordinary General Meetings, shall be:

(a) if the President or Vice-President of the Board are absent or elect to vacate the chair or refuse to act, the election of the Chairperson of the meeting;

(b) call to order by the Chairperson certifying proxies and establish quorum;

(c) proof of notice of meeting or waiver of notice;

(d) reading and disposal of any unapproved minutes;

(e) reports of officers;

(f) reports of committees;

(g) financial report and Reserve Fund report;

(h) appointment of auditors and solicitors;

(i) resolution establishing the number of Board members for the upcoming year;

(j) resignation of the Board;

(k) election of Board;

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(l) unfinished business;

(m) new business and any special business; and

(n) adjournment.

VI. VOTING

(38) VOTING BY SHOW OF HANDS

At any General Meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or Mortgagee present in person or by proxy either before or promptly after a show of hands vote is or has been conducted. Unless a poll is so demanded, a declaration by the Chairperson that a majority of votes cast by the Owners or Mortgagee present or in person or by proxy signify a vote in favour of the resolution and the resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution. Where a Unit is owned by two (2) or more Owners, only one (1) Owner may vote by show of hands, but if those Owners disagree on how their right to vote in respect of the Unit should be exercised, no vote may be counted with respect to that Unit unless for a Special Resolution as set out in Bylaw (44). In the case of equality in the votes on a show of hands, the Chairperson of the meeting shall not have a casting vote to break a tie and the resolution receiving a tie vote shall be deemed to have been defeated. If permissible under the Act or the Regulation, a vote by show of hands may be conducted by electronic means.

(39) POLL VOTES

A person entitled to vote on a resolution may request a poll vote, either before or promptly after a show of hands vote is or has been conducted. Such poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit provided the same is in accordance with the Act and the Regulation. The resolution shall be passed where the number of Unit Factors representing the votes cast by persons voting in favour of the resolution is at least fifty (50%) percent of the total Unit Factors for all of the Units of persons present at the meeting, either personally or by proxy, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, the Chairperson of the meeting shall not have a casting vote to break a tie in addition to his or her original vote and the resolution receiving a tie vote shall be deemed to have been defeated. A demand for a poll may be withdrawn. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution. Where a Unit is owned by two (2) or more Owners, the procedure for voting must be in accordance with Bylaw (44) and the Act or the Regulation. The Board must retain the original votes cast in relation to any poll as required under the Act or the Regulation. If permissible under the Act or the Regulation, a vote by poll may be conducted by electronic means.

(40) SECRET BALLOT

Notwithstanding anything to the contrary herein contained, the Chairperson, if he or she determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

(41) VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

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(42) PROXIES

The Corporation may adopt Rules and Regulations respecting the use of proxies, including without limitation, procedures respecting presentation, verification, and registration of proxies **provided that** such Rules and Regulations adopted are only as may be reasonably necessary for the expedient conduct of meetings or votes.

An instrument appointing a proxy may be either general or for a particular meeting. Votes by proxy will be governed by the following terms:

(a) a proxy is invalid:

(i) if it is given to a minor or a person other than an individual;

(ii) if it is given to the Manager or an employee of either the Corporation or the Manager **unless** the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting; or

(iii) unless it is in an electronic or hard copy format and contains at least the following elements:

(A) the name and Unit number of the Owner or Mortgagee giving the proxy;

(B) the name of the individual to whom the proxy is given;

(C) the date the proxy is given; and

(D) the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee;

(b) a proxy may be revoked in an electronic or hard copy format;

(c) where two (2) or more proxies are presented to the Corporation in respect of the same Unit by the same Owner, only the most recently given proxy is valid;

(d) a proxy need not be given to an Owner; however, a non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner;

(e) a proxy expires on the earliest of:

(i) the expiry date set out on the proxy,

(ii) six (6) months from the date on which the proxy was given; and

(iii) the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given;

(f) proxies must be certified before or at the outset of the meeting at which an individual is seeking to exercise the proxy; and

(g) a Corporate Owner may be represented in a vote either by a member of the board of directors of such Corporate Owner, or, if there is no board of directors, by a member of a similar body in respect of that Corporate Owner, or by an individual to whom the Corporate Owner has given a proxy.

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(43) ELIGIBILITY TO VOTE

Unless otherwise set out in the Act, an Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where:

(a) any contribution or interest payable in respect of the Unit is in arrears for more than sixty (60) days prior to the day that the power of voting may be exercised; and/or

(b) a judgment by a court for any money owing to the Corporation by the Owner remains unsatisfied;

but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw (34).

(44) VOTE BY CO-OWNERS

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

(a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.

(b) Subject to anything contrary in the Act or the Regulation, on any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his or her interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy. For clarity, if the fractional interest of the tenant-in-common is not specified on the title to the Unit or the Co-Owners are joint tenants, the proportionate interest of each Co-Owner is deemed to be based on the fraction wherein each individual Co-Owner is the numerator and the number of total Co-Owners registered on the title is the denominator.

(45) SPECIAL RESOLUTIONS

Any Special Resolution passed at a General Meeting if required by the Act or the Regulation shall be signed by the persons voting. Any results of a vote on a Special Resolution must be recorded in the minutes of the General Meeting at which the vote was conducted and must include the number of votes in respect of Units and Unit Factors in favour of the Special Resolution and the number of votes in respect of Units and Unit Factors not in favour of the Special Resolution.

(46) RESOLUTION IN WRITING OF THE OWNERS

(a) An Ordinary Resolution of the Owners in writing signed by an Owner or his/her duly appointed proxy shall have the same effect as an Ordinary Resolution passed at a meeting of the Owners duly convened and held.

(b) A Special Resolution of the Owners in writing signed by an Owner or his/her duly appointed proxy shall have the same effect as a Special Resolution passed at a meeting of the Owners duly convened and held.

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(c) Where a vote on either an Ordinary Resolution or Special Resolution is to be conducted in writing, the Board shall send to each Owner or Mortgagee a notice setting out the following:

(i) the wording of the proposed resolution;

(ii) the date by which the votes on the proposed resolution must be received by the Board (which date must be no later than one (1) year from the date the notice of the proposed resolution was sent); and

(iii) any other information required by the Act or the Regulation.

(d) The votes for such proposed resolution must be counted no later than fourteen (14) days from the date set out in the written notice, and the results from a vote in writing must include:

(i) the number of votes in respect of Units and Unit Factors in favour of the proposed resolution;

(ii) the number of votes in respect of Units and Unit Factors not in favour of the proposed resolution; and

must be provided to the Owners or Mortgagee in accordance with the Act or the Regulation.

(e) The resolution must be signed by the Owner voting.

(f) Where a vote is conducted in writing, all votes are deemed to be made on the date the votes on the proposed resolution must be received by the Board.

(g) The Board must retain the original resolutions received as required under the Act or the Regulation.

(47) ELECTRONIC VOTING

If permissible under the Act or the Regulation, voting on any matter related to an Ordinary Resolution or Special Resolution may be conducted by electronic means.

(48) SUCCESSIVE INTERESTS

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

(49) TRUSTEE VOTE

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

(50) VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage, these Bylaws or any statute provides that the power to vote conferred on an Owner may or shall be exercised by the Mortgagee, **subject to** the priority provisions of the Act with respect to the voting rights of first Mortgagees, Owners and second and subsequent Mortgagees, and where the Mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said

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power to vote. The Mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in these Bylaws and the Act.

VII. BYLAW ENFORCEMENT

(51) VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

(a) any infraction or violation of or default under these Bylaws or any Rules and Regulations established pursuant to these Bylaws on the part of an Owner that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied, or cured by the Corporation and any costs or expenses incurred or expended by the Corporation, including costs on a solicitor and own client basis, in correcting, remedying, or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;

(b) the Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner which violates these Bylaws or any Rules and Regulations and for which ten (10) days prior written notice has been given by the Corporation, and there shall be added to any judgment all costs of such action, including costs on a solicitor and own client basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his or her rights and the exercise of his or her remedies;

(c) the Corporation may exercise any powers provided for it in the Act or the Regulation;

(d) if the Board determines that a breach of any Bylaw has occurred or is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction. Subject to any restrictions imposed by the Act or the Regulation, the minimum monetary sanction will be fifty ($50.00) dollars and the maximum monetary sanction will be ten thousand ($10,000.00) dollars. Such monetary sanction is to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If an Occupant of an Owner is alleged to be in breach, the notice shall also be served on the Occupant at the address of the Unit and such notice shall specify whether the Owner, or Occupant, or both are liable for payment of the monetary sanction;

(e) each day of a continuing breach shall be deemed a contravention of a Bylaw;

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(f) where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed as provided for in the Act to enforce the sanction;

(g) a sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act; and

(h) any member of the Board who observes that an Owner or Occupant is violating the parking provisions of Bylaw (66)(b)(xii) may contact the Municipality requesting that any vehicle parked or left on the Common Property in violation of the Bylaws may be removed therefrom and be impounded in a pound maintained for that purpose. The Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Owner shall be responsible for any damage caused to the Common Property by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

VIII. DAMAGE AND INSURANCE

(52) DAMAGE OR DESTRUCTION

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

(a) in the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage and shall give notice thereof to the Insurance Trustee immediately upon such determination. For the purpose of this Bylaw (52), substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this Bylaw (52)(a), the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given by registered mail to all Owners and Mortgagees;

(b) unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board or Insurance Trustee shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. The obligation to repair hereunder is mutually exclusive of the general obligation to maintain and does not include repairs, improvements or fixtures and finishings made to any Unit by any Owner (other than the Developer) in excess of the Standard Insurable Unit Description, except to the extent that such Standard Insurable Unit Description has been adopted by the Corporation and duly added to the Corporation's insurance coverage in accordance with these Bylaws. Costs of repair and restoration within

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Bylaw (52) continued…

the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw (53);

(c) if the Board proceeds with repair and restoration as set out in Bylaw (52)(b) above and the Unit is insured on the basis of a Standard Insurable Unit Description, the Corporation shall rebuild the Unit to the standard set out in the Standard Insurable Unit Description **unless:**

(i) the Owner of a Unit has a separate policy of insurance for improvements made by the Owner, or is willing to pay for improvements to the Unit as an out of pocket expense;

(ii) at least one (1) item of the property described as fixtures and finishings was absent, destroyed, or partially damaged or below the standard of the Standard Insurable Unit Description at the time of the damage and the Corporation has no prior obligation to repair the property from its previous status as absent, destroyed, or partially damaged, unless the Owner is willing to pay out of pocket for the costs of repairing the absent, destroyed or partially damaged property; or

(iii) the fixtures and finishings in the Unit had been installed below the standard as set out in the Standard Insurable Unit Description, unless the Owner is willing to pay out of pocket for the costs of upgrading the fixtures and finishings of the Unit that were below such standard.

(d) where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board shall, on behalf of the Owners, make an application to terminate the Condominium Status of the Lowrise in accordance with the provisions of the Act and Regulation, and each of the Owners shall be deemed to consent to such application. Upon termination of the Condominium Status:

(i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Lowrise; and

(ii) the proceeds of insurance shall be paid firstly to the Insurance Trustee, if any, and then to the Owners and Mortgagees, as their respective interests may appear, in proportion to their respective interests in the Lowrise in accordance with the terms of any insurance trust agreement in effect. In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, Mortgagees who have notified the Corporation of their mortgages and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any such parties dispute the apportionment made by the Insurance Trustee, then such party must notify the Insurance Trustee in writing within thirty (30) days of their receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the court

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Bylaw (52) continued…

authorized to deal with schemes and terminations under the Act, and the distribution shall be settled and determined by such court on such terms and conditions as it may deem just and equitable;

(e) the Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated as a Privacy Area, including but not limited to any loss, damage or expense caused by an overflow or leakage of water from any adjoining property or road, or by the breaking or bursting of any pipes or plumbing fixtures within the Project, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission of the Corporation or its servants, agents, employees or officers, or such damage is insured against by the Corporation;

(f) no Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater;

(g) subject always to the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing party walls, pipes, wires, cables, ducts, conduits, plumbing, sewer and other facilities for the furnishing of utilities for the time being existing in the Unit, the Corporation and its servants, employees and agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;

(h) notwithstanding anything to the contrary herein expressed or implied, each Owner or Occupant shall be responsible for damage caused to the Unit, all items in the Unit, or the Common Property by the Owner or Occupant that is not required by these Bylaws to be insured against by the Corporation (or is in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner or Occupant fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit; and

(i) all Owners and Occupants shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by the Owner's or Occupant's act or omission, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. For clarity, the deductible required for the insurance carried by the Corporation is deemed to be an expense not met by such proceeds.

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(53) INSURANCE

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

(a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and the Regulations to the extent available, the following insurance:

(i) fire insurance with extended coverage endorsement for such perils as required by the Act or the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:

(A) all of the insurable Common Property;

(B) all insurable Corporation Property;

(C) all of the Units, including all improvements and fixtures and finishings made to the Units by the Developer included in the Standard Insurable Unit Description (**but excluding** improvements and fixtures and furnishings made or replaced by the Owner, current or previous, and other personal property of each Owner, whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and

(D) the interests of and naming as insureds:

(1) all Owners from time to time;

(2) all Mortgagees;

(3) the Corporation; and

(4) the Board of Directors and any person referred to in Bylaw (20) hereof;

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

(ii) boiler and vessel insurance if any boilers and vessels exist;

(iii) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and Occupants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than five million ($5,000,000.00) dollars inclusive for bodily injury and/or property damage per occurrence;

(iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by such insureds in connection with any action, suit or proceeding to which such insureds may be made a party by reason of being or having been a member or officer of the Board, except as to matters in which it has been finally adjudged that such insureds are liable for fines or penalties imposed in a criminal suit or action, or for unjustified profit or advantage, or for any wrongful act done or attempted in bad faith or dishonesty;

(v) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;

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Bylaw (53) continued…

(vi) liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;

(vii) such other insurance and coverage for such other risks or causes as required by the Act or the Regulation or as the Board may determine or as may be determined by Special Resolution; and

(viii) for the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw (53) or pursuant to the Act or the Regulation, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

(b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:

(i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;

(ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or Mortgagee and such Corporation insurance shall be deemed as primary insurance;

(iii) standard mortgage endorsements attached to each such policy;

(iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;

(v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Bylaw are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;

(vi) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;

(vii) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the Condominium Status is terminated;

(viii) the policy shall be written on a stated amount basis;

(ix) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured; and

(x) subject to Bylaw (53)(g) and Bylaw (53)(h) below, the Corporation shall obtain and pay for all glass insurance for the Project.

(c) If required in the opinion of the Board, and prior to obtaining any policy of insurance hereunder or any renewal thereof, and at least annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out

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Bylaw (53) continued…

the full replacement cost of the Common Property, Units, and all of the Corporation Property. A copy of such appraisal or appraisal update shall be delivered to each Mortgagee. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any Corporation Property, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in a reasonable vicinity of the Project.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a copy of each such policy shall be forwarded upon request to each Mortgagee who has in writing notified the Corporation of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.

(e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.

(f) The Owners may, and upon written request of any Mortgagee shall, carry insurance on their own Units as permitted by the Act and the Regulation, **provided that** the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner, **and provided further** that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Occupants against liability or the interests of Owners or Occupants for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit, however caused.

(g) In the event an Owner incurs or suffers damage or loss to the windows or doors (which constitute part of the Owner's Unit) or to any interior improvements to or fixtures and finishings of the Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage was caused by or arose out of any act or omission by such Owner or his or her Occupants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

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Bylaw (53) continued…

(h) An Owner, on request by the Corporation, is absolutely liable to the Corporation for the amount of the deductible in the Corporation's insurance claim to a maximum of fifty thousand ($50,000) dollars, or such other maximum amount as prescribed in the Regulation, for damage that originates in or from the Owner's Unit or an Privacy Area assigned to the Owner. An Owner is not liable to the Corporation for the amount of the deductible in the Corporation's insurance claim where the claim arose from:

(i) a defect in the construction of the Unit or Privacy Area assigned to the Owner;

(ii) damage attributable to an act or omission of the Corporation, a member of the Board, an officer, employee or agent of the Corporation, or a combination of them; or

(iii) normal structural deterioration of the Common Property or the Corporation Property, other than property that the Owner was responsible to repair or maintain.

Nothing in this Bylaw (53)(h) shall be construed in a manner to affect a civil action or other remedy at law of an Owner against a person who is responsible for damage to property, including damage to property caused through wilfulness or negligence.

(i) Any deductible payable by an Owner or Occupant pursuant to Bylaw (53)(h) above shall be recoverable by the Corporation (i) by an action in debt, or (ii) as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith (including costs on a solicitor and own client basis) and with the collection thereof incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

(j) **The Owners shall purchase insurance with respect to the deductible of such potential claim, and shall provide proof of such insurance to the Corporation within thirty (30) days of the Owner taking ownership of his/her/its Unit, and thereafter upon any reasonable request in writing from the Board**.

(k) The Corporation shall, when there is a change in any of the following:

(i) the amount of the deductible payable in the event of a claim;

(ii) the replacement value of the coverage;

(iii) any addition to permitted exclusions;

(iv) for a residential Unit, the Standard Insurable Unit Description; and

(v) any other matters set out in the Act or the Regulation,

provide each Owner with written notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the updated insurance certificate.

(l) The Corporation shall, if it receives a notice of cancellation of an insurance policy, provide written notice of such cancellation to each Owner as soon as possible.

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IX. COMMON EXPENSES

(54) CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

(a) Where Units have been transferred to an Owner who is not the Developer, the Developer **must** pay contributions in respect of each Unit it owns on the same basis as Owners of other Units are required to pay.

(b) If, within the initial twelve (12) month period beginning with the first month in which contributions are first levied on Owners at regular intervals, the annual contribution is insufficient by more than fifteen (15%) percent above the projected total expenses of the Corporation as set out in the proposed budget (not including the underestimated expenses excluded in the Regulation), the Corporation shall require the Developer to pay such amount over the fifteen (15%) percent as provided for in the Regulation, prior to assessing and collecting a special contribution or assessment against each Unit.

(c) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units, or as otherwise set forth herein and, in respect of any such levies or charges which are subject to any cost sharing or cost reimbursement arrangement, including but not limited to the ECR Agreement with the Commercial Owner(s), the Parkade Condominium Corporation and the Tower Condominium Corporation, shall, without limiting the generality hereof, include the following:

(i) all levies or charges on account of garbage, food and yard waste and/or recycling removal, electricity, water, sewer, gas and fuel services and all other utilities supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

(ii) all charges on account of maintaining the heating, ventilation, and air conditioning systems servicing the Project or such other similar costs for the Lowrise which are subject to any cost sharing or cost reimbursement arrangement with the Commercial Owner(s), the Parkade Condominium Corporation and/or the Tower Condominium Corporation, including but not limited to the ECR Agreement;

(iii) management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;

(iv) all charges on account of cleaning or sweeping of vehicle or access areas, lawn maintenance and landscaping and for clearing snow and debris from Common Property not designated as a Privacy Area, or as otherwise set forth in these Bylaws;

(v) all charges on account of light standards, poles and related fixtures situated on the Common Property except the light fixtures and bulbs in the balcony or patio light fixture on every Unit and on any Privacy Areas;

(vi) all charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;

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Bylaw (54) continued…

(vii) all costs of furnishings, tools and equipment for use in and about the Project facilities or amenities, including the repair, maintenance or replacement thereof;

(viii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;

(ix) all charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage unless up to the insurance deductible amount is charged back to an Owner under Bylaws (52) or (53);

(x) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation, including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering (including Reserve Fund studies, Reserve Fund reports and Reserve Funds plans) fees and disbursements;

(xi) all reserves for repairs and replacement of Common Property, and portions of the Units for which the repair or replacement is the responsibility of the Corporation;

(xii) maintenance of the exterior walls and other structural costs of the Lowrise;

(xiii) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;

(xiv) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;

(xv) the allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining the Common Property;

(xvi) all charges on account of maintenance for Common Property and any other property (including portions of the Units if applicable) for which the Corporation is responsible under these Bylaws or it is required to maintain pursuant to Applicable Law, including, without limiting the generality of the foregoing, all charges on account of maintaining and repairing elevators and building safety or security systems, exterior building walls, roof, foundation and other structural components of the Lowrise, interior walls, floors and ceilings (but not the finishes or decorations thereto unless such interior walls, floors and ceilings form part of the Common Property);

(xvii) all realty taxes and other municipal and governmental levies or assessments against any Unit owned by the Corporation the Common Property or other real property owned by the Corporation; and

(xviii) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.

(d) At least thirty (30) days before the start of the fiscal year to which the annual budget applies, the Corporation shall deliver or mail to each Owner at the

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Bylaw (54) continued…

municipal address of such Owner's Unit and to each Mortgagee at the address provided by such Mortgagee:

(i) a copy of the budget for the upcoming fiscal year;

(ii) a notice of the assessment for its contribution towards the Common Expenses for the upcoming fiscal year. Such assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units **except**, in the sole discretion of the Board, acting reasonably:

(A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;

(B) any expenses, as the Board may determine, that relate directly and solely to the maintenance, improvement, operation, repair or restoration of:

(1) the Units, which shall be paid by the Unit Owners;

(2) the Privacy Areas, which shall be paid by the Owners that have exclusive use of such Privacy Areas; or

(3) all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, improvement, operation, repair or restoration;

(e) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by the categories set out in the Regulation an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget:

(i) shall include a reasonable provision for contingencies and replacements in the contingency reserve fund;

(ii) shall include contributions to the Reserve Fund in keeping with the Reserve Fund plan plus any deficiencies from the previous year or years; and

(iii) may deduct any surplus accumulated in the preceding year, but shall exclude the amount then outstanding in the contingency reserve fund.

(f) The Common Expenses set forth in the budget shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, and in advance on the first day of each month, the first instalment to be made on the first (1st) day of the month immediately following receipt of such notice of the budget, or such other time as may be prescribed by the Corporation.

(g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.

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(h) If the Board makes revisions to the budget provided under Bylaw (54)(d) it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible.

(i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or a release of the Owner(s) or Mortgagee(s) from their obligation to pay the contributions or special assessments, or any instalments thereof, for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner or Mortgagee can exempt themselves from liability for his or her contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning the Unit or Privacy Area.

(j) For clarity, a Unit owned by the Corporation is deemed to have been allocated zero Unit Factors for the purposes of calculating contributions under these Bylaws.

(55) SPECIAL ASSESSMENTS

(a) The Board may, at any time after the cessation of management by the Developer, assess and approve, by resolution, the collection of a special contribution or assessment against each Unit in an amount sufficient for any of the following:

(i) the payment of unexpected and urgent maintenance, repair or replacement of the Corporation Property or Common Property;

(ii) to cover unexpected shortfalls in the Common Expenses;

(iii) to increase the balance of the Reserve Fund to meet the requirements in a Reserve Fund plan;

(iv) subject to Bylaw (55)(d), the payment of a capital improvement;

(v) to satisfy a judgment against the Corporation; or

(vi) for any other purpose provided in the Act or the Regulation.

(b) A resolution of the Board passed in Bylaw (55)(a) above must set out the purpose of the special assessment, the total amount to be levied, the method of determining each Unit's share as set forth in Bylaw (54)(d)(ii) (if not based on Unit Factors) and the date by which such assessment is to be paid in full or the dates of instalments if to be paid thereby.

(c) As soon as possible after the passing of a resolution referred to in Bylaw (55)(a), the Corporation shall give notice of such special assessment to all Owners which shall include the information listed in Bylaw (55)(b) above. Each special assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice.

(d) Notwithstanding Bylaw (55)(a), before assessing a special assessment the cost of which shall exceed fifty thousand ($50,000) dollars, or is for the making of a capital improvement, the Board shall first secure a Special Resolution approving such expenditure, or if a Special Resolution cannot be obtained, the order of a court.

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(e) If the amount for a special assessment is not fully used for the reason set out in resolution of the Board and the notice to the Owners, the Corporation must pay the excess into the Reserve Fund.

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

(56) DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of any assessments and lien for unpaid assessments, instalments and payments shall be governed by the following terms:

(a) the Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipality or any local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. Subject to the Act and the Regulation, the Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and own client basis from such defaulting Owner;

(b) the Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under the Act include, without limitation, legal fees and disbursements on a solicitor and own client basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to the Act or the Regulation. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and, as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid. In relation to the expenses incurred by the Corporation in relation

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Bylaw (56) continued…

to the registration of a caveat pursuant to this Bylaw (56), the Corporation may charge the Owner in default the legal fees and disbursements associated with preparing, registering, and discharging the caveat, along with the cost of registering and discharging the caveat at the land titles office;

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

(d) notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed 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 judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;

(e) in the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all Mortgagees having an interest in such Owner's Unit;

(f) in the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of sixty (60) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, **provided that** no such acceleration shall affect the interests of or be binding upon any Mortgagee;

(g) notwithstanding all other provisions hereof, the lien, charge or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject also and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of a Mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the Mortgagee shall reasonably require to fully and effectively establish or maintain its priority as the Mortgagee in respect of a Unit title against which it has registered its mortgage; and

(h) all reasonable costs, including but not limited to administration costs, legal costs and disbursements (including costs on a solicitor and own client basis) incurred by the Manager or the Corporation as a result of (i) any act or omission of an Owner or Occupant which violates these Bylaws or any Rules and Regulations; or (ii) securing or enforcing its interests hereunder or taking any remedies to cure any default hereunder, shall constitute a payment due to the Corporation.

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X. ESTOPPEL CERTIFICATES

(57) ESTOPPEL CERTIFICATE

(a) The Corporation shall, on the written request of an Owner, purchaser or Mortgagee, or the solicitor of any Owner, purchaser or Mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:

(i) the amount of any contribution payable by the Owner;

(ii) the frequency at which the contribution is payable;

(iii) the amount of contribution payable that is in arrears, if any; and

(iv) the amount of interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner, the certificate is conclusive proof of the matters certified in it as of the date of the certificate.

(b) Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager 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 incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions, notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

XI. LEASING

(58) LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

(a) in the event that any Owner desires to lease or rent their Unit, they shall furnish to the Corporation an undertaking, in a form satisfactory to the Corporation, signed by the Owner and the proposed Occupant, that the proposed Occupant of the Unit will comply with the provisions of the Act, the Regulation and the Bylaws and that any lease agreement between the Owner and such Occupant shall make provisions for the redirection of rental payments as set out in Bylaw (58)(b) below and provide the undertaking set out in Bylaw (66)(d) below. The Owner shall not be released of any obligations and shall be jointly and severally liable with the proposed Occupant with respect to such obligations. The Occupant, within twenty (20) days of occupancy, must provide to the Corporation a certificate of insurance evidencing the existence of the Occupant's tenant insurance policy;

(b) in the event the Owner leases or rents a Unit, the Corporation **is authorized to**:

(i) impose and collect deposits in accordance with the Act and Regulation, being one thousand ($1,000) dollars or one (1) month's rent, whichever is greater. If any deposit is used by the Corporation in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit

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Bylaw (58) continued…

used within ten (10) days of being notified, in writing, by the Corporation of its use;

(ii) impose and collect payment of contributions or assessments or Common Expenses under these Bylaws from the Occupant, subject to the restrictions set out in Bylaw (58)(c) below;

(iii) give notices to give up possession of Unit(s) under the Act; and

(iv) make applications to the court under the Act;

(c) no Occupant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom they rent the Unit(s) is in arrears of payment of contributions, in which case the Occupant shall, upon written request by the Corporation, deduct from the rent payable to the Owner, such contributions in arrears and shall pay the same to the Corporation for the purpose of applying that rent against the monthly contributions or assessments in arrears. Any such payment by the Occupant shall be deemed to be a rental payment made to the Owner;

(d) the Board may charge a fee for the security and/or supervision of move-ins and move-outs, a deposit for the elevator key and for protective padding and a security deposit for damage. The Manager must be given at least seventy-two (72) hours' notice by an Owner of any move-in or move-out; and

(e) if the Board collects deposits as set out in Bylaw (58)(b)(i) above, and if the Owner delivers written notice to the Corporation that the Owner is no longer leasing or renting the Unit, the Corporation shall, within twenty (20) days after receiving such written notice from the Owner, either:

(i) return the deposit and any interest earned to the Owner;

(ii) if the Corporation has made use of the deposit in accordance with the Act or these Bylaws, deliver to the Owner: (A) a statement of account showing the amount used (including an itemized list of the deductions from the deposit and the purpose for which each deduction was made) and interest earned, if any; and (B) the balance of the deposit not used and interest earned, if any; or

(iii) if the Corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the Owner an estimated statement of account showing the amount it intends to use and, within sixty (60) days after delivering to the Owner the estimated statement of account, deliver to the Owner: (A) a statement of account showing the amount used (including an itemized list of the deductions from the deposit and the purpose for which each deduction was made) and interest earned, if any; and (B) the balance of the deposit not used and interest earned, if any.

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XII. NOTICES

(59) NOTICES

(a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or these Bylaws shall be well and sufficiently given if:

(i) sent by prepaid mail to:

(A) the Owner at the address of the Owner's Unit or other known address;

(B) the address shown on the Certificate of Title to the Unit at the Land Titles Office;

(C) the Corporation at its address for service shown on the Condominium Plan; or

(D) a Mortgagee at its address supplied to the Corporation;

(ii) left with the Owner or some other adult person at the address of the Unit;

(iii) put under the front door of the Unit;

(iv) put in the mailbox of the Unit; and/or

(v) sent by facsimile or email to the number or address previously supplied to the Corporation.

(b) Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a Mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or Mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

(c) Where an Owner has requested and consented to receive communications from the Corporation by electronic means and has provided an electronic address for this purpose:

(i) the Corporation shall, subject to Bylaw (59)(c)(iii) below, send notices including, without limitation, minutes, notices of meetings or non-compliance with these Bylaws and notifications of new Rules and Regulations by electronic means to that address;

(ii) where the Corporation provides notices to an electronic address, the notices and any attachments to the notices must be sent in a manner that is capable of being indefinitely retained by the recipient;

(iii) the Corporation is required to send notices to electronic addresses pursuant to this Bylaw (59)(c) only if the electronic address is:

(A) an e-mail address, or

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(B) some other form of electronic address that is permitted by the Rules and Regulations or that is acceptable to the Board, as signified by a Board resolution;

(iv) a notice or notification sent in accordance with this Bylaw (59)(c) is considered to have been received by the Owner twenty four (24) hours after it is sent by electronic means to the electronic address referred to in Bylaw (59)(c)(iii); and

(v) an Owner shall ensure that the Corporation is notified if the electronic address provided by him or her changes.

(60) NOTICE OF DEFAULT TO MORTGAGEES

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee, if such default continues for a period of ninety (90) days.

XIII. MISCELLANEOUS

(61) TERMINATION AND ACTIONS ON TERMINATION

(a) If the condominium status of a building or parcel is being terminated and such termination includes a transfer of the parcel or any part of it, **before** the Corporation proceeds with a transfer of a parcel or part of a parcel, the Corporation shall comply with any notice, meeting and consent requirements set out in the Act and the Regulations.

(b) Subject to the provisions of the Act, upon termination of the Condominium Status for any purpose:

(i) all debts and liabilities of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors, or otherwise in accordance with the principles set forth in Bylaw (54)(d)(ii), subject to the interests of any Mortgagees;

(ii) the Board shall become manager of the Lowrise and agent for the Owners in respect of the day-to-day affairs of the Project, and for the purpose of entertaining any offer to purchase made to the Owners in respect of the Lowrise; and

(iii) all decisions of the Corporation and the Board shall continue to be binding upon the Owners in the same manner and having the same effect as if the Condominium Status continued, notwithstanding the termination of such Condominium Status.

(62) REALTY TAXES

The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other Municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

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(63) NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or enure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:

(a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

(b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and

(c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw (8).

(64) AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and Mortgagee, a notice or memorandum of any proposed amendments, additions or repeals at least fourteen (14) days prior to the date of any such Special Resolution. Any amendment, addition or repeal authorized by a Special Resolution does not take effect until a copy of such amendment to the Bylaws is filed by the Corporation and registered at the Land Titles Office.

(65) CHANGE OF LEGISLATION

Should the Act or Regulation be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act or Regulation which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act, and/or Regulation and to use all remedies available to it under the Act and Regulation.

XIV. RESTRICTIONS ON USE AND PRIVACY AREAS

(66) USE AND OCCUPANCY RESTRICTIONS

The use and occupancy of all Units shall be governed by the following terms:

(a) An Owner or Occupant **shall not**:

(i) use a Unit, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project or use a Unit, or any part thereof, for any commercial, professional, business or other purpose that involves the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" or "live-work Unit" as defined in the relevant Municipal bylaw and the Owner or Occupant has obtained prior written consent of the Board to use the Unit for such purpose, which consent may be arbitrarily withheld by the Board. Without limiting the generality of the foregoing, no Owner or Occupant shall use a Unit:

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Bylaw (66)(a) continued…

(A) to provide a day care center or commercial baby-sitting services; or

(B) for a hotel or guest-type establishment for a booking period of less than twenty-four (24) hours

without the prior written consent of the Board, which consent may be arbitrarily withheld;

(ii) use any musical instrument, audio system, power tool or other device within a Unit which, in the reasonable opinion of the Board, causes a disturbance or interferes with the comfort of other Owners or Occupants;

(iii) keep or allow any pet of any kind at any time to be in a Unit or on the Common Property or any Corporation Property without the prior written consent of the Board, which consent may be arbitrarily withheld and may, if given, be withdrawn at any time on reasonable grounds on fourteen (14) days' notice to that effect. Additionally:

(A) no livestock, venomous snakes or arachnids, controlled species, wildlife or fowl will be approved;

(B) a maximum of two (2) dogs or two (2) cats, or one (1) dog and one (1) cat, shall be allowed to be kept in a Unit, provided that such pet(s) do not create any unreasonable disturbance to other Owners or Occupants or be a hazard to or harmful to any Common Property or to other Owners or Occupants;

(C) an Owner or Occupant shall be entitled to keep fish, non-venomous reptiles, non-venomous arachnids, non-venomous amphibians, birds and other small animals (such as guinea pigs and hamsters), provided that such pets are kept caged, are in reasonable numbers, and do not create any unreasonable disturbance to other Owners or Occupants or be a hazard to or harmful to any Common Property or to other Owners or Occupants;

(D) all approved pets shall not be at large or unattended in the Project at any time, and must be hand leashed within the Project and on the Common Property outside of Privacy Areas, and kept under control and in the custody of a responsible person at all times, who shall not allow a pet to urinate or defecate on any, Privacy Area or Common Property of the Project and shall, if it occurs, clean up any defecation immediately;

(E) no pet shall be left unattended on a Privacy Area, or tied to any Privacy Area railing;

(F) any Municipal bylaws in effect with regard to animals at any point in time shall have effect within the Common Property and Municipal officers are hereby authorized and permitted to enforce Municipal bylaws on the Common Property, including the Privacy Areas;

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Bylaw (66)(a) continued…

(G) all pets must be properly immunized against communicable diseases and the Owner or Occupant shall provide proof of immunization to the Board within ten (10) days of such request;

(H) all pets required by the Municipality to be licensed must be licensed;

(I) an Owner or Occupant shall be required to keep the Unit in a clean and reasonable state of cleanliness (i.e. excrement from animal litters within the boundaries of such Unit) and agrees to pay to the Corporation the cost of any repairs or damage to the Common Property, including Privacy Areas, necessitated by and caused by a pet;

(J) the Owner or Occupant shall enter into any agreements requested by the Board and provide security as may be required by the Board providing for the conditions for keeping such pet and the Owner's or Occupant's responsibility for any damage caused by the pet;

(K) in the event that the Board (acting reasonably) receives a reasonable complaint regarding any pet, including a complaint of noise, aggression, soiling, or damage to the Common Property, or in the event that any pet is found to have breached any other provision of these Bylaws, the Board may give notice to the Owner and/or Occupant of the Unit of which the pet is kept, setting out the terms of the complaint and imposing sanctions, including but not limited to requiring the removal of the pet from the Unit. Where such notice requiring removal has been served upon an Owner and/or Occupant, and the pet has not been removed from the Unit within four (4) weeks of such written notice being delivered to the Owner at the address previously provided to the Board and/or to the Occupant at the address of the Unit in which the pet is kept, the Board is hereby duly and irrevocably authorized to permanently remove the pet from the Unit, charging to the Owner all costs related thereto, including the cost of disposing such pet. Any Owner and/or Occupant who fails to comply with a notice regarding the pet shall be liable to a penalty being levied upon that Owner by the Board, in a sum to be determined from time to time by the Board, which penalty shall be added to the Common Expenses of that Owner;

(L) in no event shall an Owner or Occupant be entitled to keep an aggressive, dangerous, or excessively noisy pet or vicious dog in the Unit or permit the same to enter any portion of the Common Property. For purposes of these Bylaws, a vicious dog means the following:

(1) any dog that has killed or injured;

a) any person; or

b) another animal while running at large or on a leash; or

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Bylaw (66)(a) continued…

(2) any dog that aggressively harasses or pursues another person or animal while running at large or on a leash; or

(3) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting;

(iv) use or permit the use of the Unit other than for residential purposes, subject to Bylaw (66)(a)(i) above;

(v) permit a Unit to be occupied as a place of residence by more than six (6) persons (whether adult or minor) at any given time without the prior written consent of the Board, which consent may be arbitrarily withheld, nor shall the number of persons occupying a Unit exceed the numbers permitted by any Municipal or Provincial law or authority. A bedroom shall be defined as a room within the Unit that would, in normal circumstances, be considered a bedroom and where such occupants shall include those persons normally residing within the Unit whether they be an Owner, Occupant, a roomer or boarder or any family members, live-in servants or long term guests of any such persons;

(vi) permit laundry, towels, rugs, blankets or sleeping bags to be hung other than inside the Unit. No mats, shoes, boots or decorations shall be placed in the hallway outside a Unit access door without the approval of the Board;

(vii) spit, throw chattels or waste, shake, blankets, mops or dusters of any kind nor run water or cleaning fluids out any windows or over any balconies or Privacy Areas, nor permit anything of this kind to be done;

(viii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;

(ix) be responsible for snow removal from the Privacy Area adjoining the Unit. An Owner or Occupant shall not run water or shovel snow off a Privacy Area onto the Privacy Area of another Unit;

(x) feed or harbour pigeons, gulls or other birds, squirrels or other wildlife from the Privacy Area or windows of the Unit or on the Common Property. No bird or squirrel feeders are allowed anywhere on the Project; and

(xi) render a Unit unfit for human habitation. Units must be kept clean and in good order and free of insects and vermin. An Owner or Occupant shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control.

(b) Any Owner or Occupant **shall not**:

(i) make or permit noise in or about any Unit or the Common Property, allow any odour to emanate or escape from the Unit or conduct themselves in any manner, or obstruct any sight line which, in the sole opinion and discretion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners or Occupants. No workmen or

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Bylaw (66)(b) continued…

contractor shall be permitted to do any work in any Unit that would unreasonably disturb any other Owners or Occupants without the prior written consent of the Board;

(ii) do any act or permit any act to be done, or alter or permit to be altered the Unit in any manner, which will alter the exterior appearance of the Lowrise, including the painting of any portion of the Lowrise, a Privacy Area or exterior surface of walls, or the affixing of any surface or overhead covering to a Privacy Area without the prior written consent of the Board;

(iii) erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on the Common Property, including any Privacy Area, without the prior written consent of the Board;

(iv) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit, Privacy Area, or the Common Property or on the real property of the Corporation any of the following: clothes lines, clothes, boots, shoes, personal belongings, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, extension cords, decorative or seasonal lights, shades or screens, or any other matter or thing, without the prior written consent of the Board, which consent may be subsequently withdrawn, in which case the Owner shall forthwith remove the item. No air-conditioning equipment, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or placed on a Privacy Area or Common Property without the prior written consent of the Board;

(v) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials (normal cleaning products, related household goods and a natural gas or electric barbeque or patio heater on a Privacy Area excepted) in a Unit, Privacy Area or on the Common Property without the prior written consent of the Board. The use, transport or storage of propane bottles on the Project is prohibited;

(vi) do anything or permit anything to be done in a Unit, Privacy Area, or upon the Common Property or the Corporation Property or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

(vii) do anything or permit anything to be done by any Owner or Occupant in the Unit, Privacy Area, or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

(viii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, lawns or other landscaping and shall not place chairs, tables, children's play things, devices, toys or other objects on the Common Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;

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Bylaw (66)(b) continued…

(ix) deposit customary refuse, recycling, garbage, and food and yard waste outside a Unit other than in properly secured non-drip garbage bags and placed in the bins provided by the Corporation. All recyclable items, for which bins are provided in the garbage and recycling enclosure, shall be carried in non-drip containers, (or collapsed, in the case of cardboard boxes) and placed in such bins. All food and yard waste shall be separated by the Owner and carried in non-drip containers or compostable bags or liners and placed in the bins provided by the Corporation in the garbage and recycling enclosure. All bulk waste items such as discarded household furnishings, electronic equipment, appliances, oils, paints, tires, construction materials, packing cartons or crates, which the Municipal Solid Waste Services Department will not normally collect, shall be removed from the Project by the Owner or Occupant at the Owner's or Occupant's sole cost and expense. Except as aforesaid, no Owner or Occupant shall leave garbage or refuse of any kind outside a Unit or on a Privacy Area. As far as reasonably practical, no Owner or Occupant shall carry refuse, food or yard waste, recycling or garbage through the main lobby area except as required for direct delivery from the Unit to the applicable bins;

(x) erect, place, allow, keep or display signs, billboards, advertising matter, realtor "For Sale" or "For Rent" signs, realtor lock boxes or other notices or displays of any kind on the Common Property, including any Privacy Area, or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board and the Municipality (if applicable), **provided however** this rule shall not apply to the Developer or any of its successors or assigns;

(xi) permit any family members, invitees, licensees, servants, visitors or guests to trespass on the part of the Parcel to which another Owner or Occupant is entitled to exclusive occupation as an Privacy Area;

(xii) in regard to parking and operating a Private Motor Vehicle on the Project:

(A) use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a parking area or Parking Unit. No parking is allowed on the common roadway, parkade driveway, or in any area marked as "Fire Lane". No parking is allowed on any hard or soft landscaped areas;

(B) wash Private Motor Vehicles anywhere on the Project;

(C) carry out any repairs or adjustments to Private Motor Vehicles anywhere on the Project;

(D) bring onto the Project any vehicles other than Private Motor Vehicles without the written consent of the Board or the Manager, or duly authorized nominee thereof, save in the course of delivery to or removal from the respective premises;

(E) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, buses or any type of motorhome, recreational vehicle or equipment to be parked or stored anywhere on the Common Property;

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Bylaw (66)(b) continued…

(F) no Owner or Occupant shall park in spaces designated as visitor parking or accessible parking at any time except as approved by the Board;

(G) keep on the Parcel any Private Motor Vehicle which is not currently licensed or not in operating condition without the prior written consent of the Board;

(H) drive any Private Motor Vehicle on the Parcel at a speed in excess of the posted maximum limit or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

(I) park any Private Motor Vehicle in any parking area which leaks oil or grease or leaks any gasoline or antifreeze or which is in any other way, offensive or hazardous. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible;

(xiii) mortgage a Unit or otherwise encumber a Unit unless the mortgage or encumbrance also includes the Parking Unit (if any) and/or the Storage Unit (if any), such that in the event the Mortgagee or encumbrancee is forced to realize on its security and effect a sale or other disposition of the Unit, such sale or other disposition shall include the sale or other disposition of the Parking Unit and/or the Storage Unit;

(xiv) obstruct or permit any walkways, passages or driveways to be obstructed by family members, invitees, licensees, servants, visitors or guests or their vehicles;

(xv) use and enjoy the Common Property other than in compliance with these Bylaws and all Rules and Regulations or unreasonably interfere with the use and enjoyment thereof by other Owners and Occupants or their families or visitors. An Owner or Occupant shall be courteous to and respect the rights of other Owners or Occupants, their families and visitors;

(xvi) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;

(xvii) prevent or prohibit access to and use of exterior electrical plugs or exterior water taps on the Unit for purposes of maintaining the Common Property. An Owner shall be responsible to repair and maintain any exterior hose bib and ensure the exterior water line and tap for the Unit are turned off and winterized each year;

(xviii) allow the Unit, Privacy Area, or the area around the same to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's Unit and Privacy Area to its satisfaction and charge the expense to the Owner;

(xix) make or cause to be made any structural, common mechanical, common plumbing, common drainage, gas or common electrical system changes, alterations or additions to the Unit or any structural alterations to be made to the outer boundary of any Unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Board may

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Bylaw (66)(b) continued…

request the disclosure of all contractors and sub-contractors and evidence of appropriate insurance coverage and permits. An Owner may be required to pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established by the Board from time to time, which damage deposit, if any, shall be held by the Corporation during the time in which renovations are being carried out to the Unit. The Owner requesting such approval also agrees to pay the cost of any engineer or architect or other expert reasonably engaged by the Board to review the design and specifications or advise the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

(xx) place, install or affix any mats, carpets or similar coverings on any Common Property adjacent to the Unit;

(xxi) install hardwood, tile or other hard flooring in any area of a Unit without the prior written consent of the Board, which consent shall, among other things, be contingent upon the Board receiving assurance that the installation of such flooring material will be completed in such a manner as to meet the Board's minimum requirements for sound transmission abatement, which shall be equal to or better than the sound abatement specifications utilized during original construction of the Project;

(xxii) use any Privacy Areas or other areas outside of the Lowrise for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to the Owner or Occupant to be kept anywhere except inside the Unit when not in actual use, and each Owner and Occupant will comply with all requests of the Board or its representatives that all household or personal effects or articles belonging to an Owner's or Occupant's household be put away inside such Unit when not in actual use. However, a natural gas or electric barbeque, lawn furniture with foot cushioning, works of art approved by the Board, flower pots with appropriate water catching trays, and cushion or support devices to protect against damage to the balcony membrane, and neat and appropriately sized storage boxes on a Privacy Area are permitted. No bicycles, exercise equipment, sofas, freezers, electrical appliances, packing boxes, paints, electronic equipment, appliances or tires shall be stored or used on a Privacy Area. No garbage is to be stored on a Privacy Area. An Owner shall not hang any flower pot outside a Privacy Area railing or patio wall or from the Privacy Area ceiling or the Lowrise;

(xxiii) cook on a Privacy Area other than using a natural gas or electric barbeque. No open fires, charcoal briquette barbeques or wood burning devices shall be used anywhere on the Project;

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Bylaw (66)(b) continued…

(xxiv) store any bicycle anywhere other than in a Storage Unit or bicycle racks. Bicycles shall not be chained to any Lowrise railings and must not be taken through the Lowrise to a Unit or Privacy Area;

(xxv) grow or cultivate or allow the growth or cultivation or any cannabis plant, and any other similar plants used for recreational or medicinal drug purposes, anywhere in the Lowrise unless specifically allowed under Applicable Laws;

(xxvi) install any flags, wind socks, or wind chimes anywhere on the Project outside a Unit;

(xxvii) install a hot tub in a Unit, Privacy Area or anywhere on the Common Property;

(xxviii) install a hydro jet or jetted tub or other similar device in a Unit without the prior written consent of the Board;

(xxix) bring a water bed anywhere onto the Project;

(xxx) penetrate the interior of the floors or outside walls with nails or any other objects;

(xxxi) allow the smoke detector in the Unit to fall into disrepair or non-use;

(xxxii) change the audio speaker installations in the walls or ceilings of a Unit without the prior written consent of the Board. No outdoor sound systems are allowed anywhere on the Project;

(xxxiii) without the prior written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems utility areas, building maintenance, storage areas not specifically assigned to the Owner under Bylaw (67), operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

(xxxiv) use or permit to be used any draperies or window coverings that impair the heating or air-conditioning systems or are visible from the exterior of the Lowrise unless such draperies are of a neutral shade, or are so lined, and shall not use foil, flags, bed sheets, towels, newsprint or other objectionable material on any window. No Owner shall apply any film or tinting to any window or glass balcony panel visible from the exterior without the prior written consent of the Board;

(xxxv) smoke or allow smoking anywhere in the Lowrise or on the Common Property except within the Unit, with such Owner or Occupant disposing of smoking material into a fire retardant receptacle placed within such Unit and which receptacle shall be filled with either sand or water. Without restricting the generality of the foregoing, smoking is prohibited on all Common Property, including the Privacy Areas, and within 7.5 metres of any entrance to the Lowrise, outdoor air intakes and operable windows. An Owner or Occupant shall not throw cigarette butts, matches, or other smoking or combustible materials out of windows or over Privacy Areas or anywhere on the Common Property. An Owner or Occupant shall not permit any smoke or the smell of smoke to migrate from the Unit to any

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Bylaw (66)(b) continued…

other Unit(s), Privacy Area(s) or Common Property where such smoke or smell of smoke causes another Owner or Occupant nuisance, discomfort or ill effect as brought to the attention of the Board in writing. In such case the offending party shall be required to remedy the situation immediately and prevent further occurrences or be subject to possible financial sanctions as determined by the Board. For clarity, 'smoke' includes, but is not limited to, the smoking of cigarettes, cigars, e-cigarettes, legal cannabis, and any other type of similar item that results in smoke being disbursed from smoking such item;

(xxxvi) install, put in place or leave in place, or allow to be installed, put in place or left in place, any seasonal or other decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1st of each year to February 28th of the following year. Any such decorations shall be secured in such fashion that no holes are created or adhesives used. An Owner shall repair any damage to the exterior of the Lowrise caused by the installation of such decorations;

(xxxvii) use or allow to be used in the Lowrise or in a Unit any fresh cut or live decorative or seasonal trees or plants unless a tree bag is used for their removal and the Owner or Occupant cleans up any needle or leaf droppings. No decorative or seasonal trees or plants shall be left on a Privacy Area or placed in the garbage and recycling enclosure or any other portion of the Common Area. All live decorative or seasonal trees or plants shall be completely removed from the Project and disposed of in the appropriate Municipal recycling facilities;

(xxxviii) use any Frisbee, ball, skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No playing of street hockey is allowed on the Common Property;

(xxxix) bring or store on the Common Property or in any Unit any shopping cart, carriage, buggy, trolley or other style of cart for transport of personal belongings or merchandise, other than to unload groceries or parcels, unless all edges to such cart are securely and appropriately padded, and following such use, the Owner or Occupant shall immediately return the cart to the location authorized by the Board;

(xl) subject to these Bylaws, use or permit any Occupant of the Unit to use, any portion of the Common Property except in strict accordance with any Rules and Regulations therefor which may be established by the Board from time to time;

(xli) leave a Unit vacant or unattended to in excess of seven (7) days without inspection by the Owner or his/ her agent; or

(xlii) use any designated loading/unloading area upon the Parcel within the peak hours of 7AM to 9AM and 4PM to 6PM.

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(c) The restrictions in use of Units have the following purposes:

(i) to provide for the health and safety of the Owners and Occupants;

(ii) to maintain the Common Property and Units in such a manner as to preserve property values; and

(iii) to develop a sense of community.

(d) An Owner shall ensure that any Occupants of the Unit comply with these requirements hereof, inclusive; and, upon request of the Corporation, obtain from the Occupants or have the manager who leases the Units on behalf of the Owners obtain from the Occupants an undertaking, in writing, to the following effect:

> "I, _____, as Occupant, covenant and agree that I, my family members, invitees, licensees, servants, visitors and guests from time to time will, in using the Unit(s) occupied by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, the *Condominium Property Regulations*, R.S.A. 2000, c. C-22, the Bylaws and all Rules and Regulations of the Corporation during the term of my occupancy"

(e) POWER OF ATTORNEY – Each Owner hereby irrevocably nominates, constitutes and appoints the Developer, and any successor to the Developer, with full power of substitution, and his/her true and lawful agent, with full power and authority in his/her name, place and stead and for his/her use and benefit to execute, swear, acknowledge, deliver and file as and where required any and all of the following:

(i) any instrument or document relating to a mortgage on the Common Property, including the right to pass a Special Resolution on behalf of all Owners to authorize a mortgage on the Common Property;

(ii) to execute and file with any governmental body or instrumentality of Canada, any province, territory or municipality (including the Municipality), specifically including the Land Titles Office, any documents necessary in relation to these Bylaws;

(iii) to permit the transfer of the mines and mineral titles included in the Lands to the Corporation if the same are not incorporated in the Condominium Plan subdivision; and

(iv) to execute and deliver all such other documents or instruments on behalf of and in the name of the Owner as may be deemed reasonably necessary by the Developer to carry out fully the provisions of these Bylaws in accordance with their terms.

(67) PRIVACY AREAS

Privacy Areas shall be governed by the following terms:

(a) the Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Areas assigned or designated by it hereunder.

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(b) the Owner of a Unit shall have the exclusive use of the Privacy Area immediately adjacent and affixed to the Owner's Unit. Any landscaping or decoration of Privacy Areas may only be carried out after the prior written consent of the Board has been obtained, and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;

(c) while any such Privacy Area is not included in the Condominium Plan as part of a Unit, any such Privacy Area shall be maintained in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned.

(d) if an Owner shall fail to properly maintain any such assigned Privacy Area after ten (10) days' notice to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;

(e) the term Privacy Area does not include any fence, privacy screen, rail or similar structure bordering any designated Privacy Area;

(f) the Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility; and

(g) the Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any Privacy Area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

(68) RULES AND REGULATIONS

(a) At least thirty (30) days before a new Rule and Regulation is to come into effect, the Corporation shall:

(i) provide written notice of the new Rule and Regulation by either:

(A) delivering it to each occupied Unit; or

(B) posting it in an open and conspicuous Common Area to which all Owners and Occupants have access; and

(ii) serve written notice of the new Rule and Regulation on all Owners who do not reside in the Unit.

(b) The Corporation may establish a Rule and Regulation that comes into effect immediately on notice being provided by the Corporation to all the persons listed in Bylaw (68)(a) if the rule addresses a safety concern, a security concern or an emergency, and ceases to apply when the safety concern or the emergency no longer exists.

(c) If there is a conflict or inconsistency between an Ordinary Resolution, Special Resolution and a Rule and Regulation, the Ordinary Resolution or Special Resolution, as applicable, prevails to the extent of the conflict or inconsistency.

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XV. PERSONAL INFORMATION

(69) PERSONAL INFORMATION

It is acknowledged by each Owner and Occupant that the Corporation has, must, and will collect certain personal information from Owners and Occupants in order to perform its functions pursuant to these Bylaws. The Corporation shall endeavour to comply with all applicable privacy laws and with the Corporation's Privacy Policy. For more information about the Corporation's Privacy Policy, Owners should contact the President of the Corporation at the Corporation's registered address and/or the Manager.

XVI. DISPUTE RESOLUTION

(70) MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43 as amended or replaced from time to time.

(71) TRIBUNAL

If permitted by the Regulation, an Owner, Occupant, member of the Board, the Developer, or any other party defined in the Act as an "interested party" may apply to the Tribunal to hear a dispute in relation to these Bylaws.

(72) RESTRICTED AREAS

(a) Owners and Occupants shall have no rights to:

(i) any balcony or patio adjoining a Unit to which exclusive use has been granted to a certain Owner as a Privacy Area or otherwise;

(ii) an area designated by the Corporation from time to time for exclusive use by any of the Owners for any other purpose; or

(iii) areas reserved for exclusive use of the Corporation for the purpose of operating the Lowrise and any amenities or for any other purpose of the Corporation.

However, the Corporation (through agents or appointees if necessary) may enter upon the above noted restricted areas to carry out the purposes and duties of the Corporation as set forth in the Act or these Bylaws, including but not limited to entering Units to pass through to obtain access to Privacy Areas or exclusive use areas. The Corporation in carrying out any of its duties or obligations will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to Owners or Occupants as is possible. Where any excavations or workings are made or done in connection with the Corporation's duties or obligations, the Corporation shall, so far as reasonably practicable, restore the affected property to its former condition.

XVII. EASEMENTS AND COST SHARING AGREEMENTS

(73) MUTUAL EASEMENTS AND COST SHARING AGREEMENTS

(a) The Developer, on behalf of the Corporation, is authorized to enter into the ECR Agreement and any other mutual access easement arrangements or cost sharing arrangements which are determined by the Developer in its sole discretion to be reasonably necessary or appropriate with the Municipality or the Commercial

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Owner(s), the Parkade Condominium Corporation and/or the Tower Condominium Corporation, which provides for the efficient use and development of the Project and the proportionate and equitable sharing of costs and expenses on a reasonable basis as a comprehensive mixed use and multi-phased Project. The Corporation is conclusively deemed authorized to assume and ratify the ECR Agreement and all other such easements and agreements.

(b) In the event any amendment or revision is required to the ECR Agreement, the Owners hereby irrevocably authorize and irrevocably appoint, as their attorney and agent, the Corporation to execute any such documents, agreements, or authorizations required to give effect to any such amendments.

(c) In respect of the Units, the individual Owners shall be entitled to all benefits and subject to all burdens associated with the easements granted in the ECR Agreement with affect the Units.

(d) In respect of the Common Property, the obligations of any owner of any deemed or common interest in any Strata Lot who, as grantor, has granted an easement set forth herein, shall be deemed to vest exclusively with the condominium corporation formed in respect of that Strata Lot and not with the individual Owners, provided however that the Owners shall use their best efforts and vote their shares in the Corporation to ensure, and not take any steps to prevent, the Corporation from performing and honouring all the provisions set forth herein as they relate to the Common Property, Corporation Property, or both.

(e) The Owners acknowledge and agree that the interests of the Owners under the ECR Agreement shall be exclusively represented by the Corporation. The Corporation shall be exclusively deemed to be appointed the lawful attorney and agent on behalf of all Owners for the purposes of any and all legal proceedings amending the ECR Agreement, or subsequent or collateral agreements, or for the purposes of providing any required consent, authorization or assurances to the Land Titles Office or other parties in respect of the ECR Agreement or any matter related thereto.

XVIII. DEVELOPER'S RIGHTS AND TERMINATION OF INITIAL AGREEMENTS

(74) DEVELOPER'S RIGHTS

During such time as the Developer or its successors or assigns is the Owner of one (1) or more Units, the Tower Parcel or one (1) or more Tower Units:

(a) development of the Units, including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Units or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist the development until the completion of construction of the Project. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases,

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easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for doing so;

(b) the Developer shall be entitled to, and have the right to maintain a reasonable number of Units and the Common Property, whether owned or leased by it, as display sites and to carry on all sales and leasing functions it considers necessary from such sites including the erecting, placing, hanging, keeping or displaying of signs, billboards, advertising material or marketing notices around such Units and on the Common Property, all in the discretion of the Developer;

(c) the Developer, its agents, employees and mortgage inspectors shall have the right to enter into any Unit and the right of access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities;

(d) the Developer shall have the right to amend these Bylaws at any time prior to the Condominium Plan registration, or following the Condominium Plan registration, in accordance with the Act;

(e) notwithstanding anything to the contrary contained in these Bylaws, the Developer shall not be obliged to observe Bylaws (66)(b)(iii), (66)(b)(x), (66)(b)(xiii), (66)(b)(xvi), (66)(b)(xix), (66)(b)(xxi) and (66)(b)(xxxiii);

(f) until such time as the first annual General Meeting of the Owners (not comprised solely of the Developer) following the Condominium Plan registration, the Developer shall be entitled, through its nominee(s) on the Board, to exercise all of the powers vested in the Board by these Bylaws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal fees, reasonably incurred in connection with any action, suit or proceeding to which the Developer or its representatives may be made a party by reason of fulfilling the duties of the Board; and

(g) without limiting the general rights and powers of the Developer to exercise the duties of the Board prior to the first annual General Meeting of the Owners, the Developer shall have the right to permanently assign Privacy Areas to Units with the sale of each Unit, and may, if it elects to do so, grant leases for such Common Property pursuant to the Act and these Bylaws on behalf of the Corporation, which right of assignment or lease shall only be extinguished following the sale of all Units in the Project.

(75) TERMINATION OF AGREEMENTS

(a) Subject to Bylaw (75)(b) below, the Corporation may, at any time after its Board first consists of directors who were elected when Owners who were at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors for all the Units, and despite any term to the contrary within such agreement, terminate a management agreement that was entered into by the Corporation at a time when its Board consisted of members who were appointed or elected when persons not at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors of all the Units.

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Bylaw (75) continued…

(b) Such management agreement may not be terminated as set out in Bylaw (75)(a) above without cause until one (1) year has elapsed from the day such agreement was entered into, unless the agreement permits termination at an earlier date. The Corporation must give at least sixty (60) days' written notice, or any shorter notice specified in such agreement, to the other party to the agreement of its intention to terminate the agreement.

(c) Other than the agreements set out in Bylaw (75)(d) below, the Corporation may terminate an agreement within twelve (12) months after the time at which the Board first consists of directors who were elected when persons who were at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors for all the Units, despite any term to the contrary within such agreement. The Corporation must give written notice of the termination date to the other party to the agreement at least sixty (60) days' written notice, or any shorter period specified in the agreement, before the termination date.

(d) For the purpose of Bylaw (75)(c) above, the following agreements cannot be terminated by the Corporation:

(i) easements;

(ii) restrictive covenants;

(iii) exclusive possession agreements, including but not limited to Privacy Area leases entered into pursuant to these Bylaws;

(iv) mutual use agreements among the Corporation and other the Parkade Condominium Corporation and/or the Tower Condominium Corporation;

(v) agreements for the provision of electricity or natural gas for a term of less than five (5) years;

(vi) agreements respecting an alternative or renewable energy system; and

(vii) any other form of agreement specified in the Act or Regulation.

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BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

SUMMARY OF CONTENTS

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS OF THE
CONDOMINIUM PROPERTY ACT AND REGULATION

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These Bylaws have been passed by Condominium Corporation No. [•] for the purpose of repealing, replacing and substituting the Bylaws set out in the *Condominium Property Act* S.A. 2000, c. C-22 (the "**Act**") and *Condominium Property Regulations* A.R. 168/2000 (the "**Regulation**"). If there is a conflict between these Bylaws and the Act or the Regulation, the Act, or the Regulation, as the case may be, prevail.

Pursuant to the *Personal Information Protection Act*, S.A. 2003, c. P-6.5 ("**PIPA**"), the Board of Directors on behalf of the Corporation shall endeavour to balance an individual's right to privacy with the Corporation's duties to other Owners, Occupants, Mortgagees and to third parties. The Board will make reasonable efforts to (i) keep individual Owners' and Occupants' personal information confidential as set forth in the PIPA; (ii) keep such information up to date; and (iii) disclose all information held by the Corporation about an Owner, Occupant or Mortgagee to that individual Owner, Occupant or Mortgagee upon his/her/its request for the same. The Owners and Occupants acknowledge, agree and specifically consent to give the Board releasing any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation or is permissible by any applicable law. Further, the Owners, Occupants and Mortgagees acknowledge that: (i) personal information or other information possessed by the Board or Corporation about him, her or it may not be separable from information about another Owner, Occupant or Mortgagee; (ii) the Board may be required by law to disclose information about him, her, or it, including personal information about an Owner, Occupant, or Mortgagee; (iii) his, her, or its name will be recorded at Board meetings and General Meetings, and the minutes of any such meeting may contain information about an individual Owner, Occupant, or Mortgagee, all of which may be required to be disclosed in accordance with the Act; and (iv) other personal information contained in the correspondence and dealings of either the Board or the Corporation will be required to be disclosed pursuant to the Act or the PIPA. Each Owner, Occupant, and Mortgagee consents to such disclosure.

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BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

I. DEFINITION AND INTERPRETATION

(1) DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

(a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as of April 1, 2018, as amended from time to time or any statute or statutes passed in substitution therefore, and "s." means a section and "ss." means sections of the Act;

(b) "Alternate" has the meaning ascribed to it in Bylaw (27);

(c) "Applicable Law(s)" means all applicable provisions of laws, statutes, ordinances, bylaws, rules, regulations, and orders of all governmental, legislative, administrative or other bodies (whether federal, provincial, municipal, or otherwise);

(d) "Board" means the Board of Directors of the Corporation;

(e) "Building" means, collectively, the Tower, Parkade, Commercial Property, and all structures, improvements, services and facilities forming a part thereof;

(f) "Bylaws" means these bylaws of the Corporation, as amended from time to time;

(g) "Co-Owners" means, when there is more than one registered owner, all legal registered owners as shown on a certificate of title to a Unit either as joint tenants or tenants-in-common.

(h) "Commercial Owner(s)" means the owner(s) of the Commercial Property;

(i) "Commercial Tenants" means the tenants, invitees and the customers of the Commercial Property;

(j) "Commercial Property" means that portion of Strata Lot 2 Plan [●] which comprises the space in the Building not contained in the Tower Condominium Plan and intended to be used for commercial retail purposes including all exterior surface areas utilized or intended to be utilized for Commercial Tenant and customer parking, public access, easement areas and the like;

(k) "Common Expense or Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws. Unless otherwise expressed, "Common Expense" or "Common Expenses" shall include, without restricting the generality of the definition thereof, all costs and expenses of the Corporation incidental to the use or ownership of Common Property and all property owned by the Corporation or in which the Corporation has any interest and whether real or personal property, including, without limiting the generality of the foregoing, any assessments or contributions to cover contingencies and/or replacements and/or additional anticipated common expenses and/or deficiencies from the prior year or years;

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Bylaw (1) continued…

(l) "Common Property" means those portions of the Parkade which are not comprised in or do not form part of any Unit shown on the Condominium Plan, including but not limited to any concrete sidewalks, internal roadway system, visitor and accessible parking stalls, garbage and recycling enclosures; mail stalls and superboxes, light standards, underground sprinkler or irrigation systems, utilities, and landscaping;

(m) "Condominium Plan" means the plan registered under the Act for the Parkade as "Condominium Plan No. [●]" as may be amended from time to time in accordance with the Act and these Bylaws;

(n) "Condominium Status" means the legal status of the Parcel as a condominium under and pursuant to the Act;

(o) "Corporate Owner" means an Owner of a Unit that is a company rather than an individual person;

(p) "Corporation" means the condominium corporation formed on the registration of the Condominium Plan whose legal name is "Condominium Corporation No. [●]";

(q) "Corporation Property" means any real property, chattels, personal property or other property owned by the Corporation or in which it has any interest;

(r) "Developer" means Minto (4th and Marsh) Inc., or any successor or assign thereof;

(s) "ECR Agreement" means the Easements, Covenants and Restrictions Agreement entered into by the Developer and the Municipality providing mutual access, easements and cost sharing covenants in respect of the strata subdivision parcels created for the purposes of creating separate titles by the Strata Plan for each of the Parcel, Tower Parcel, Commercial Property and Phase 2 Parcel;

(t) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

(u) "Estoppel Certificate" means a certificate of the Corporation, issued by the Corporation, under and pursuant to s.43.2 of the Act and includes all certificate made or given by the Corporation pursuant to Bylaw (57);

(v) "fixtures and finishings" has the meaning given to such term in the Regulations, as applicable for a Unit;

(w) "General Meeting" means any annual and extraordinary general meetings held by the Owners in accordance with these Bylaws;

(x) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time by resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;

(y) "Interest Rate" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by such Owner to the Corporation and shall be equal to the commercial prime lending rate in Calgary of any Canadian chartered bank or Alberta Treasury Branch which the Corporation conducts its banking business plus four (4%) percent on the earliest date on which

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Bylaw (1) continued…

any portion of the said monies becomes due and payable by an Owner **provided that** such interest shall not exceed eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation or the Act;

(z) "Lands" means the lands legally described as:

Descriptive Plan 1612052 Block B Lot 35 Excepting thereout all Mines and Minerals

on which the Developer proposes constructing the Project and registering the Strata Plan and subsequent Condominium Plan;

(aa) "Manager" means any property manager first retained by the Developer, and/or any successor contractually appointed by the Board;

(bb) "Mortgagee" means the holder of any mortgage registered against title to any one or more Unit(s) and who has notified the Board of its interest in such Unit(s);

(cc) "Municipality" or "Municipal" means the City of Calgary;

(dd) "Occupant" means a person, including but not limited to a tenant, present in a Unit or in or upon the Corporation Property or the Common Property with the permission of an Owner and, where applicable, includes all family members, invitees, licensees, servants, and guests of such Occupant;

(ee) "Ordinary Resolution" means, unless specifically required by the Act or Regulation to be defined as set out in the Act or Regulation, a resolution:

(i) passed at a properly convened General Meeting by a majority of all the persons present or represented by proxy at the General Meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws in accordance with these Bylaws; or

(ii) signed by a majority of all of the persons who, at a properly convened General Meeting, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws in accordance with these Bylaws; and representing more than fifty (50%) percent of the total Unit Factors for all the Units;

(ff) "Owner" means a person who is registered as the owner of the fee simple estate in a Unit and, where applicable, includes all family members, invitees, licensees, servants, visitors and guests of such Owner;

(gg) "Parcel" means Strata Lot 1 on which the Parkade is proposed to be constructed, and to comprise, once registered, the Condominium Plan and the Common Property;

(hh) "Parkade" means the below grade parkade structure to be constructed in the Parcel for the purposes of parking vehicles and providing storage areas, including all services, mechanical systems and accesses;

(ii) "Parking Units" or "Parking Unit Owners" means those units identified in the Condominium Plan to be used for parking by the Residential Unit Owners or Occupants, Commercial Owner(s), Commercial Tenants, the Corporation, the

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Bylaw (1) continued…

Tower Condominium Corporation and the Phase 2 Condominium Corporation, and the persons registered as Owners thereof;

(jj) "Persons having a Registered Interest in the Parcel" means persons who have an interest registered against the Condominium Plan or certificate of title to a Unit, but does not include Owners;

(kk) "Phase 2" means the condominium which may constructed on the Phase 2 Parcel;

(ll) "Phase 2 Bylaws" means the registered condominium bylaws as amended from time to time of the Phase 2 Condominium Corporation;

(mm) "Phase 2 Condominium Corporation" means the condominium corporation which will be formed on the registration of the Phase 2 Condominium Plan;

(nn) "Phase 2 Condominium Plan" means the Condominium Plan No. [●] to be registered by the Developer over the Phase 2 Parcel;

(oo) "Phase 2 Parcel" means Strata Lot 4 on which Phase 2 is proposed to be constructed and comprising the Phase 2 Condominium Plan and Phase 2 common property;

(pp) "Phase 2 Units" and "Phase 2 Unit Owners" means those units identified in the Phase 2 Condominium Plan to be used for residential use, and the persons registered as Owners thereof;

(qq) 'Privacy Policy" means the Corporation's privacy policy (if any) as may be amended from time to time to ensure compliance with all applicable privacy laws;

(rr) "Private Motor Vehicle" means cars, station wagons, light trucks up to 3/4 ton size, mini-vans, motorcycles, scooters, and sport utility vehicles;

(ss) "Project" means the project known as "Era" and includes the Tower, Commercial Property, Parkade and Phase 2 and all of the real and personal property and fixtures comprising the Parcel, Lands and buildings which constitute the Units and Common Property;

(tt) "Regulation" or "Regulations" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto;

(uu) "Reserve Fund" means the capital replacement reserve fund or such other fund levied under the Act to establish and maintain amounts that are reasonably sufficient to provide for major repairs and replacement of the real and personal property of the Corporation and the Common Property, where the repair or replacement is of a nature that does not normally occur annually;

(vv) "reserve fund study provider" has the meaning given to such term in the Regulations;

(ww) "Residential Unit" or "Residential Unit Owner" means the Tower Units and the Phase 2 Units, and the persons registered as Owners thereof;

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Bylaw (1) continued…

(xx) "Rules and Regulations" means any and all current rules and regulations set out within these Bylaws and such other rules and regulations as may be established by the Board from time to time in relation to the Project;

(yy) "Special Resolution" means, unless specifically required by the Act or Regulation to be defined as set out in the Act or Regulation, a resolution passed at a general meeting where both of the following occur:

(i) persons representing at least seventy-five (75%) percent of all Units vote, either personally or by proxy, in favour of the resolution; and

(ii) the number of Unit Factors represented by the votes cast in favour of the resolution is at least seventy-five (75%) percent of the total Unit Factors for all the Units; and

if required by the Act or Regulation, signed by the person voting;

(zz) "Storage Units" or "Storage Unit Owners" means those units identified in the Condominium Plan to be used for storage by the Residential Unit Owners or Occupants, Commercial Owner(s), Commercial Tenants, the Corporation, the Tower Condominium Corporation and the Phase 2 Condominium Corporation, and the persons registered as Owners thereof;

(aaa) "Terrace Area" means all or a portion of the Common Property comprising the exterior roof surface of the Building located within the Tower Condominium Plan;

(bbb) "Tower" means all residential components of the Building including the Tower Units and associated Common Property located within the Tower Condominium Plan;

(ccc) "Tower Bylaws" means the registered condominium bylaws as amended from time to time of the Tower Condominium Corporation;

(ddd) "Tower Common Property" means those portions of the Tower which are not comprised in or do not form part of any Tower Unit shown on the Tower Condominium Plan including but not limited to the Terrace Area, concrete sidewalks, internal roadway system, garbage and recycling enclosures; mail stalls and superboxes, light standards, underground sprinkler or irrigation systems, all utilities, and landscaping;

(eee) "Tower Condominium Corporation" means the condominium corporation formed on the registration of the Tower Condominium Plan;

(fff) "Tower Condominium Plan" means the Condominium Plan No. [●] to be registered by the Developer over the Tower Parcel;

(ggg) "Tower Parcel" means Strata Lot 3 on which the Tower is proposed to be constructed and comprising the Tower Condominium Plan and Tower Common Property;

(hhh) "Tower Units" and "Tower Unit Owners" means those units identified in the Tower Condominium Plan to be used for residential use, and the persons registered as Owners thereof;

(iii) "Tribunal" means the tribunal established in accordance with the Act and the Regulation to resolve disputes arising in respect of matters under the Act and the Regulation;

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(jjj) "Unanimous Resolution" means a resolution:

(i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these Bylaws representing the total Unit Factors for all Units; or

(ii) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws representing the total Unit Factors for all Units;

(kkk) "Units" means the Parking Units and the Storage Units, and "Unit" means any one of them;

(lll) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

(2) MISCELLANEOUS PROVISIONS

In addition:

(a) Interpretation

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

(b) Headings

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

(c) Rights of Corporation and Owners

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

(d) Conflict With the Act or the Regulation

If there is any conflict between the Bylaws and the Act or the Regulation, the Act or the Regulation, as applicable, prevails.

(e) Extended Meanings

Subject to the Act and the Regulation, if and whenever reference is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made. If and whenever these Bylaws require any distinction between "maintenance" and "repair", "maintenance" means protective conduct and activities, including cleaning and testing, and "repair" means restoration, including repair or replacement.

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(f) Severability

The provisions of these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any article, section, part, or provision herein, shall not affect the validity of the whole or remaining articles, sections, parts or provisions, which shall continue in full force and effect as if such invalid portion had never been included herein.

(g) Liability of Co-Owners

If a Unit is owned by more than one person, then any obligation of an Owner of that Unit shall be the obligations and responsibility of all of the Co-Owners jointly and severally. Each Co-Owner is legally responsible for the conduct of all other Co-Owners of the Unit and all the Unit's Occupants.

II. THE OWNERS

(3) DUTIES OF THE OWNERS

An Owner and, if applicable, an Occupant **shall:**

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

(i) inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;

(ii) inspecting any Common Property only accessible through the Unit and carrying out any work required to maintain, repair or replace such Common Property as required under these Bylaws that are not the responsibility of the Owner;

(iii) maintaining, repairing or renewing the Common Property all heating, ventilating and common air conditioning systems, pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities and capable of being used in connection with the enjoyment of more than one (1) Unit or the Common Property;

(iv) ensuring that the Bylaws are being observed;

(v) doing any work for the benefit of the Corporation generally;

(vi) remedying, stopping, rectifying, repairing or preventing an Emergency Situation; and

(vii) gaining access to meters monitoring the use of any utility for the reading and maintenance of any such meters, and in particular the Owner or Occupant of a Unit housing the water meter or gas meter bank for the block of Units in any particular block of Units shall permit the Corporation, its agents and contractors access through that Unit to the water meter bank inside the Unit or the gas meter bank beside the Unit for all purposes related to such meter banks.

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Bylaw (3) continued…

The written notice must state the reason for the entry and name both a date and estimated range of time of entry (which estimate, except in an Emergency Situation, must be between 8:00 am and 8:00 pm and not on a holiday). In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner of the applicable Unit;

(b) forthwith:

(i) carry out all work that may be ordered by the Municipality or public authority in respect of the Unit; and

(ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;

(c) duly and properly clean, wash, repair, maintain (all in a neat, clean, and tidy condition and appearance) the Unit and any area which is located on any part of the Common Property to which the Owner has been granted exclusive use;

(d) not paint a Unit nor make any repairs, additions or alterations to exterior load bearing and partition walls of which the Unit forms a part or to the common plumbing, common mechanical or common electrical systems within the Unit without first obtaining the written consent of the Board;

(e) use and enjoy the Common Property in accordance with these Bylaws and all Rules and Regulations prescribed by the Board and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners or Occupants;

(f) not use the Unit or permit it to be used for the storage of hazardous materials, and not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any other Owners or Occupants;

(g) not make any noise in or about the Unit or the Common Property which, in the opinion of the Board, is a nuisance or unreasonably interferes with the use and enjoyment of any Unit or the Common Property by any other Owners or Occupants;

(h) exercise reasonable caution in permitting access to the Unit, the Building and all parts of the Project and ensure all Occupants do the same;

(i) notify the Corporation forthwith upon any change of ownership of the Unit or of any mortgage, lease or other dealing in connection with the Unit and provide an updated certified copy of title evidencing such change or addition;

(j) comply strictly with these Bylaws and with such Rules and Regulations or other agreements as may be adopted pursuant thereto from time to time and cause all Occupants of the Unit to similarly comply;

(k) permit the Corporation, its representatives and persons authorized by the Corporation, entry to the Unit to perform the Owner's obligations set out in these Bylaws, to the extent that the Owner has, in the opinion of the Board, failed to perform such obligations;

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Bylaw (3) continued…

(l) permit the Corporation, its representatives and persons authorized by the Corporation, entry to the Unit:

(i) to carry out maintenance and repair work required to be performed for the maintenance and betterment of the Project generally; and

(ii) where the Owner acquires a separate policy of insurance for the fixtures and finishings of the Unit for an amount in excess of what the Corporation is required to insure, and the fixtures and finishings of the Unit are damaged, unless the Corporation is not required to insure the fixtures and finishings in the Unit, the Owner and his/her/its insurer shall allow the Corporation to make repairs or arrange for and supervise repairs to the fixtures and finishings of the Unit on such Owner's and insurer's behalf, unless the Corporation agrees to another arrangement;

(m) pay to the Corporation (or if requested by the Corporation, to the Manager):

(i) when due all contributions levied or assessed against the Unit and all other amounts due from the Owner to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with the Act and the Regulations;

(ii) on demand, subject always to any monetary limitations set out in the Act or the Regulation, all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against the Unit and all other amounts due from such Owner to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and own client basis;

(iii) on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;

(iv) when due all utility accounts that are related solely to the Unit and determined by means of a subcontractor, check meter or sub-meter;

(n) pay a non-refundable administration charge, in an amount to be established by the Board from time to time, such charge to be applicable for each move-in (except for the first move-in following the sale of the Residential Unit by the Developer) or move-out from the Residential Unit, and payable to the Corporation prior to gaining access to the designated freight elevator;

(o) if the Owner wishes the Corporation to respond to his or her suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Manager;

(p) not sell, lease, allow use of or otherwise dispose of a Unit unless it is to the Corporation, the Tower Condominium Corporation, the Phase 2 Condominium Corporation, an Owner or Occupant of a Residential Unit, a person acquiring a Residential Unit or the Commercial Owner(s);

(q) indemnify and hold the Corporation harmless against all claims and demands for loss or damage, including without limitation, property damage, personal injury and

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wrongful death, arising out of or in connection with the use or occupancy of the Unit or any area over which it has exclusive rights of use, or any nuisance made or suffered therein, or any failure by the Owner to keep the Unit in a safe condition, or any other liability whatsoever in relation to the Unit, and reimburse the Corporation for its costs and expenses including reasonable legal fees incurred in connection with the defence of any such claims;

(r) not unreasonably interfere with the lawful activities of the Board or the Corporation;

(s) not utilize a Parking Unit for any purpose other than parking of one (1) Private Motor Vehicle or as otherwise allowed under these Bylaws;

(t) not utilize a Storage Unit for any purpose other than storing personal property or as otherwise allowed under these Bylaws;

(u) make suitable arrangements for payment of duly assessed Common Expenses related to the Unit, either through pre-authorized bank withdrawals or a series of monthly post-dated cheques provided to the Corporation or Manager;

(v) use any designated loading/unloading area upon the Parcel only outside of the peak hours of 7AM to 9AM and 4PM to 6PM, and all in accordance with any Rules and Regulations established therefor;

(w) not use a regular passenger elevator in the Building for the moving of large items, except as set forth in any Rules and Regulations established therefor;

(x) not (and ensure than any Co-Owner or Occupant does not) assault, batter, threaten, harass, intimidate, verbally abuse, shout at, or threaten any other Owner, Occupant, Mortgagee or visitor upon the Project. The Board has no obligation to mediate or be involved in a dispute between Owners (for clarity, no Owner may refer a dispute to the Board unless such Owner has first made reasonable efforts to resolve the dispute with the other party) and the Board has no obligation to become involved in such dispute;

(y) obtain the insurance required pursuant to Bylaw (53)(j); and

(z) if a Residential Unit Owner, fully comply in all respects with the Tower Bylaws or the Phase 2 Bylaws, as applicable.

III. THE CORPORATION

(4) DUTIES OF THE CORPORATION

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

Maintenance, Enforcement and Repairs

(a) control, manage, maintain, repair, replace and administer the Common Property (except as otherwise provided in these Bylaws) and all Corporation Property for the benefit of all of the Owners and for the benefit of the Parkade, and all property it is required to control, manage, maintain and administer pursuant to either Applicable Law or agreements entered into with third parties, including but not limited to being in relation to the Tower, Commercial Property or Phase 2;

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Bylaw (4) continued…

(b) clean, wash, repair and maintain the Units, including, as and when the Board determines, painting walls and ceilings (including selection of colour and regularity of painting or finishing as determined by the Board), painting lines and directional notations on the surface of the Parking Units and Common Property, and resurfacing the Parking Units and the Common Property;

(c) do all things required of it by the Act, these Bylaws and any other Rules and Regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws and the Rules and Regulations;

(d) maintain and repair (including renewal and replacement where reasonably necessary) all common exterior lighting, elevators (including shafts and pits), electrical and mechanical rooms, common heating, venting and air-conditioning systems, and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing on the Parcel and capable of being used in connection with the enjoyment of the Common Property or more than one (1) Unit or as required to be maintained and repaired by the Corporation pursuant to either Applicable Law or agreements entered into with third parties, including but not limited to the Tower Condominium Corporation, Commercial Owner(s) and/or Phase 2 Condominium Corporation;

(e) except as otherwise specifically provided in these Bylaws, clean, maintain and repair (including renewal and replacement where reasonably necessary), and file any claims with any warranty provider if applicable:

(i) the exterior or outside surfaces of the Parkade (including all exterior windows and doors and the exterior trim of windows and doors);

(ii) any leakage or exterior caulking around exterior windows and doors of the Parkade;

(iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property;

(iv) all facilities in the Parkade, including but not limited to all Units, overhead garage doors, driveways, parkade ramps and outside parking areas, including visitor and accessible parking areas, the loading bay, storage areas, and the garbage and recycling enclosures;

(v) all landscaped areas, sidewalks, steps and any irrigation system on the Common Property;

(vi) all retaining walls, fencing and gates (both perimeter and privacy dividers) and related posts;

(vii) all common utility services within, on, in, under or through the Common Property, and all utility lines outside the interior finishing of the floors, walls and ceilings of a Unit and sprinkler system;

(viii) all zone valves and isolation valves in a Unit or on Common Property;

(ix) all components of the common air-conditioning system whether inside a Unit or on the Common Property; and

(x) all property that the Corporation is required to clean, maintain and repair pursuant to either Applicable Law or agreements entered into with third

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Bylaw (4) continued…

parties, including but not limited to the Tower Condominium Corporation, Commercial Owner(s) and/or Phase 2 Condominium Corporation;

(f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses or any special assessments and deposit same in a separate account within the times required by the Act, in the Province of Alberta, with a chartered bank, trust company, Province of Alberta Treasury Branch, or credit union incorporated under the *Credit Union Act*;

(g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project including, but not limited to, management fees, maintenance expenses, fire and liability insurance and other maintenance expenses charged against or referable to any real or personal property owned by the Corporation, or Common Property for lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services, appraisal fees and cost of a Manager, if any, and such other costs as the Board deems justifiable in the management or administration of the Parkade and implementation of any cost sharing arrangements for any such costs for the balance of the Project not within the Condominium Plan;

(h) in the sole discretion of the Board, acting reasonably, clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the hallways, stairs and stairwells, intercom and security systems, lobbies, vestibules, fire prevention system and boxes, any recreational amenity space, and all grassed or landscaped areas of the Common Property;

(i) provide adequate garbage, food and yard waste, and recycling bins in the garbage and recycling enclosures on the Common Property for use by all the Owners and Occupants and, if applicable, the Residential Unit Owners and Commercial Owner(s), and provide for regular collection therefrom, if the Municipality does not;

(j) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to the Act;

(k) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority and comply with the terms of any restrictive covenants, utility rights-of-way, or easements, grants or other interests applicable to the Parcel and registered against any Unit title or the condominium additional plan sheet;

(l) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die;

(m) repair, replace and maintain any party walls separating Units;

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Notwithstanding the foregoing, the Corporation shall not be responsible for such actions if the reason or cause for such repair, replacement or maintenance is due to the negligent act or omission of an Owner or Occupant, in which case the Corporation may, but is not obligated to make such repair, replacement or maintenance and the cost of the same shall be (or up to the amount of the insurance whether an insured loss or not and regardless of whether an insurance claim is made or not) for the account of the Owner and the Corporation shall have a lien against the estate or interest of such Owner.

ECR Agreement

(n) the Corporation acknowledges having been provided with a fully executed copy of the ECR Agreement which provides certain mutual access and other easements and cost sharing provisions among the Parcel, the Tower Parcel, the Commercial Property and the Phase 2 Parcel prior to the registration of the Condominium Plan and which is registered as an encumbrance and carries forward and binds each Unit title in the Condominium Plan. The Corporation covenants and agrees to be bound by and comply with all terms, conditions and provisions of the ECR Agreement, including but not limited to the granting of all easements therein and the cost sharing provisions thereof;

Insurance

(o) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by an Insurance Trustee and approved by the Board and, on the written request of an Owner or Mortgagee of a Unit, or the duly authorized agent of such Owner or Mortgagee, produce to the Owner or Mortgagee a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof; and

(p) obtain one (1) or more corporation insurance policies, to be reviewed at least once every two (2) years, all in accordance with the requirements of the Regulation, that provide the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a Board member or an employee who handles money belonging to the Corporation, where the Board member or such employee acts alone or in collusion with other with an intent to:

(i) cause loss to the Corporation; or

(ii) improperly obtain a financial benefit for the Board member, such employee or another person.

(5) REPAIRS TO UNITS BY CORPORATION

(a) In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall repair or arrange for and supervise repairs to a Unit and the fixtures and finishings in a Unit after damage where the Corporation is responsible for insuring the property affected by the damage, **provided however** the Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Corporation is not required to insure, including improvements and/or fixtures and finishings made by an Owner or to property covered by insurance specified in these Bylaws as being the responsibility of an Owner.

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(b) The Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage occurs that was not the Corporation's responsibility to ensure against if:

(i) the failure to repair poses a risk to public safety, or puts the Building, Common Property, other Units, Occupants or personal property in the Common Property or other Units, at risk;

(ii) the Owner or an agent of the Owner has not commenced repairs within a reasonable time; and

(iii) the Corporation has provided reasonable notice to the Owner.

(c) The Owner of a Unit repaired by the Corporation under Bylaw (5)(a) is liable to pay the Corporation for the prudent costs of actions taken by the Corporation.

(6) RESERVE FUND

Within two (2) years after the date on which the Condominium Plan was registered, and at least every five (5) years after the completion of a previous Reserve Fund plan was approved (or such other timing requirements as set out in the Act or the Regulation), the Corporation, through its Board, **shall**:

(a) subject always to and in accordance with the Act and the Regulation, including but not limited to timing requirements set out therein, conduct and prepare or retain a reserve fund study provider to cause to be conducted and prepared, the Reserve Fund study, a Reserve Fund report, and a Reserve Fund plan including what is required by the Act and the Regulation for each. By and under such Reserve Fund plan, the Board shall establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a Reserve Fund which is to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation, and the Common Property where the repair or replacement is of a nature that does not occur annually, and in addition:

(i) such funds designated for the Reserve Fund shall be kept in a separate trust account registered in the name of the Corporation and shall not be commingled with any other funds of the Corporation or any other condominium corporations;

(ii) funds shall not be taken from the Reserve Fund for the purposes of making capital improvements or additions not contemplated or provided for in a Reserve Fund study or Reserve Fund report unless such improvements are:

(A) authorized by Special Resolution; or

(B) necessary to maintain the Corporation Property and/or the Common Property to comply with health, building and maintenance and occupancy standards as required by law; and

(C) there will be sufficient funds remaining in the Reserve Fund to meet the requirements under the Reserve Fund study;

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Bylaw (6) *continued…*

(iii) for clarity, the following are not capital improvements:

(A) the replacement of existing Corporation Property or Common Property with:

(1) the contemporary equivalent of obsolete property;

(2) a lower cost equivalent of the existing property; or

(3) any other replacement prescribed by the Regulation.

(iv) notwithstanding the foregoing, if permitted by the Act or the Regulation, funds from the Reserve Fund may be used for:

(A) a Reserve Fund study and Reserve Fund report required by the Act or the Regulation;

(B) any other report prepared by an expert examining the Corporation Property and the Common Property; and

(C) any other purpose provided for in the Act or the Regulation.

(v) the Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner except where the Project ceases to be governed by the Act;

(vi) subject always to and in accordance with the Act and the Regulation, the Corporation shall continue to maintain the funding of its Reserve Fund at an amount sufficient and appropriate enough to meet its obligations, and the Corporation may, by Ordinary Resolution of the Board, determine the maximum amount that may be paid from the Reserve Fund in respect of a single expenditure;

(vii) the Corporation shall, for each fiscal year, prepare an annual report each fiscal year respecting the Reserve Fund in accordance with the Regulation, setting out at least the following:

(A) the amount of the Reserve Fund as of the last day of the immediately preceding fiscal year;

(B) all the payments made into and out of the Reserve Fund for that year and the sources and uses of those payments;

(C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;

(D) the amount of the Reserve Fund projected for the current fiscal year;

(E) total payments by Ordinary Resolutions or Special Resolutions into, and payments out of, the Reserve Fund for the current fiscal year; and

(F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements,

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and shall supply a copy of the approved Reserve Fund plan to each Owner before or with its notice of the next annual General Meeting of the Corporation pursuant to Bylaw (29)(c);

(viii) on or before five (5) years from the day that the most recent Reserve Fund plan was approved, or at such other intervals as then prescribed in the Act or the Regulation, carry out a new Reserve Fund study, prepare a new Reserve Fund report, approve a new Reserve Fund plan, and provide to the Owners copies of the approved new Reserve Fund plan prior to the collection of any funds for the purposes of those matters dealt within the new Reserve Fund report that are to be carried out pursuant to that new Reserve Fund report; and

(ix) if the Reserve Fund study is obtained by the Developer or an interim Board prior to the first annual General Meeting, the Developer or interim Board shall ensure that the Reserve Fund study is conducted by a reserve fund study provider who is at arm's length from the Developer and/or every member of the interim Board, as the case may be.

(7) DELIVERY OF DOCUMENTS

(a) Upon the written request and payment of fees as set out in the Act or the Regulation by an Owner, Mortgagee, or purchaser of a Unit, the Corporation, through its Board or Manager, shall:

(i) within ten (10) days of receiving that request (or within three (3) days of receiving a specific rush request) and payment, provide to the person making the request an information statement that includes one (1) or more of the following as requested by that person:

(A) the particulars of:

(1) any action commenced against and served upon the Corporation, including the amount claimed against the Corporation;

(2) any unsatisfied judgment or order for which the Corporation is liable; and

(3) any written demand made upon the Corporation for an amount in excess of five thousand ($5,000.00) dollars that, if not met, may result in an action being brought against the Corporation;

(B) a statement setting forth the amount of the Reserve Fund;

(C) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;

(D) a statement setting forth any structural deficiencies of the Building that the Corporation has knowledge of at the time of request; and

(E) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;

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Bylaw (7) continued…

(ii) within ten (10) days of receiving that request (or within three (3) days of receiving a specific rush request) and payment, provide to the person making the request one (1) or more of the following as requested by that person:

(A) a copy of the most recent Reserve Fund report, most recent Reserve Fund plan and most recent annual report prepared under the Regulation;

(B) the particulars or a copy of any prior or subsisting management agreement;

(C) the particulars or a copy of any subsisting recreational agreement;

(D) the particulars of any post-tensioned cables that are located anywhere within the Condominium Plan;

(E) a copy of the budget of the Corporation;

(F) a copy of the annual financial statements, if any, of the Corporation;

(G) a copy of the Bylaws and the Tower Bylaws or Phase 2 Bylaws, if applicable;

(H) in respect of a particular fiscal year, a copy of (i) all approved minutes of all General Meetings of the Corporation (if available), (ii) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least thirty (30) days before the date of such request, and (iii) approved minutes of Board meetings;

(I) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;

(J) a consolidation of all the Rules and Regulations;

(K) a copy of any lease agreement or exclusive possession agreement with respect to the possession of any portion of the Common Property or real property of the Corporation;

(L) the text of Ordinary Resolutions and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;

(M) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;

(N) copies of insurance certificates held by the Corporation;

(O) copies of policies of insurance held by the Corporation;

(P) in the case of a Mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in the Act; and

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(Q) any other prescribed information or documents as set out in the Act or the Regulation;

(b) the Board or the Manager supplying any documents required to be provided in these Bylaws or the Act or Regulation (**except for** any document required pursuant to Bylaw (29) or such other document specified by these Bylaws, the Act or the Regulation to be provided by the Corporation at no charge) shall, where authorized by the Regulation, be entitled to charge a fee for the production thereof, such fee not to exceed the amounts prescribed for such class of document set out in the Regulation;

(c) the Board or the Manager may supply any documents required to be provided in these Bylaws or the Act or Regulation in electronic form so long as such electronic format is (i) complete, (ii) legible in its entirety, and (iii) may be reproduced by the Corporation in an electronic format or hard copy format unless the person requesting the information or document specifically requests that they be provided in paper form; and

(d) the Board shall only be required to retain the information or documents set out above for the applicable retention period(s) determined by the Act or the Regulation, and shall not be required to provide documents created before January 1, 2020 if the Corporation possesses or has access to that information or document.

(8) POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, **may** and is hereby authorized to:

(a) purchase, transfer, lease, hire or otherwise acquire or dispose of real and/or personal property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the Corporation Property, the Common Property, or the Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation and be in accordance with the Act and the Regulation and further provided that:

(i) before the Corporation proceeds with a transfer or lease of Common Property under s.49 of the Act, the Corporation shall (A) obtain the consent in writing of seventy five (75%) percent of the Persons having a Registered Interest in the Parcel to (1) release those interests in respect of the portion of the Common Property comprised in the proposed transfer or lease; or (2) execute the proposed transfer or lease; **or** (B) obtain a court order to proceed with such transfer or lease pursuant to the Regulation; and

(ii) before the Corporation grants an easement or covenant burdening a parcel under s.52 of the Act, the Corporation shall (A) obtain the consent in writing of seventy five (75%) of the Persons having a Registered Interest in the Parcel to the release of those interests in respect of the Common Property comprised in the proposed easement or covenant; **or** (B) obtain a court order to proceed with such transfer or lease pursuant to the Regulation;

(b) borrow monies required by it in the performance of its duties or the exercise of its powers, **provided that** each such borrowing in excess of fifteen (15%) percent of

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Bylaw (8) continued…

the Corporation's revenues as set out in the most recent financial statements has been approved by Special Resolution. Such Special Resolution must specify the maximum amount the Corporation is permitted to borrow in the fiscal year as either a percentage of the Corporation's revenues as set out in the most recent financial statements, or as an amount in Canadian Dollars. For clarity, nothing prevents the Corporation from amassing more than one Special Resolution under this Bylaw (8)(b), but, if the Corporation lowers the maximum amount permitted for borrowing by Special Resolution, such Special Resolution has no impact on a loan validly borrowed under a high permitted maximum amount;

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

(d) invest as it may determine any contributions towards the Common Expenses **subject to** the restrictions set forth in the Act;

(e) make an agreement with an Owner or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant thereof;

(f) make an agreement with the Tower Unit Owners and/or the Commercial Owner(s) for the use of certain areas within the Tower and/or the Commercial Property for the benefit of the Owners, and Common Expenses shall include any costs that the Corporation has agreed to pay for the use of such areas;

(g) make an agreement with the Developer or the Phase 2 Condominium Corporation for the joint use of facilities located upon the Parcel by the Owners and the Phase 2 Unit Owners, and the sharing of costs associated with such facilities;

(h) enforce the provisions of the ECR Agreement and any similar agreement, as well as the provisions under any restrictive covenant, easement, or utility right of way agreements which benefit or burden the Corporation or the Owners;

(i) subject to Bylaw (67), make, amend, or repeal such Rules and Regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Corporation Property and the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Corporation Property and the Common Property, generally including the commencement of an action under the relevant sections of the Act and all subsequent proceedings relating thereto and including but not limited to the right to remove any vehicle parked in an unauthorized place at the expense of the owner of such vehicle. Notwithstanding the foregoing, such Rules and Regulations must be consistent with the Act, the Regulation and these Bylaws. The Corporation must inform Owners and Occupants of any Rules and Regulations made, amended or repealed.

(j) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned, **provided however** such determination will be made by resolution of the Board if required under the Act or Regulation;

(k) raise the amounts of money so determined by levying Common Expense and special assessment contributions on the Owners in proportion to the Unit Factors

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Bylaw (8) continued…

for their respective Units or in such other equitable manner as otherwise herein provided;

(l) charge interest under the Act and the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

(m) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;

(n) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;

(o) sell, lease or license Parking Units to the Tower Condominium Corporation, the Commercial Owners(s) and/or the Phase 2 Condominium Corporation for purposes of visitor parking, accessible parking, resale or otherwise;

(p) sell, lease or license Storage Units to the Tower Condominium Corporation, the Commercial Owners(s) and/or the Phase 2 Condominium Corporation for purposes of storage, resale or otherwise;

(q) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws including enforcing the provisions of any agreement, as well as the provisions under any restrictive covenant, easement or utility right of way which benefit the Corporation or the Owners;

(r) provide and maintain a fund to pay expenses not properly chargeable to the Reserve Fund or every day maintenance expense. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repairs or expenses not budgeted or not covered in the operating budget or the Reserve Fund;

(s) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and

(t) subject to any limitations and prohibitions contained in the Act or Regulation, levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw in the following manner:

(i) before imposing a sanction on an Owner or Occupant who fails to comply with a Bylaw or Rule or Regulation, the Corporation must serve a notice of proposed sanction on such Owner or Occupant. If a person who fails to comply with a Bylaw or Rule or Regulation is an Occupant, the Corporation may serve a notice of proposed sanction on the Owner of the Unit, in addition to complying with the foregoing;

(ii) a notice of proposed sanction must contain the following information:

(A) the Unit associated with the failure to comply with a Bylaw;

(B) the name of the person subject to the proposed sanction, if known;

(C) the provision of the Bylaws that has not been complied with;

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Bylaw (8) continued…

(D) if the sanction is provided for in a Bylaw in respect of non-compliance with a Rule and Regulation, the Rule and Regulation that has not been complied with;

(E) the date and time of the non-compliance, if applicable;

(F) other relevant particulars of the failure to comply;

(G) if applicable, the maximum monetary sanction for non-compliance with the Bylaw;

(H) a description of corrective or other action, if any, that must be taken in respect of the non-compliance;

(I) the deadline, which must be at least three (3) days, excluding holidays, after service of the notification, for taking the required actions or providing a written response to the notification, if any;

(iii) an Owner or Occupant who is served with a notice of proposed sanction must be provided at least three (3) days, excluding holidays, to provide a written response to the notice or comply with the actions required under the notice of proposed sanction;

(iv) when the deadline for a written response or corrective action has expired and the Corporation is not satisfied with the response or action, if any, the Corporation may, in accordance with Bylaw (8)(t)(v) below, impose a sanction:

(A) on the person named in the notice of proposed sanction, or

(B) if no person is named in the notice of proposed sanction,

(1) on the Owner, if the Owner has not provided a notice to the Corporation under s.53(5) of the Act setting out the name of the Occupant, or has provided a notice to the Corporation under s.53(6) of the Act that an Occupant is no longer in possession of the Unit, or

(2) on the Occupant, if the Owner has provided a notice to the Corporation under s.53(5) of the Act and has not provided a notice to the Corporation under s.53(6) of the Act that the Occupant is no longer in possession of the Unit;

(v) the Corporation, when imposing a sanction, shall serve on the person subject to the sanction a notice of sanction that contains the following information:

(A) in respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction;

(B) in respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect;

(C) reasons for issuing the sanction; and

(D) the date of the Board resolution approving the sanction;

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Bylaw (8) continued…

(vi) where a person who is the subject of a proposed sanction is not an Owner, a notice required to be served under this Bylaw (8)(t) may be served on the person electronically, if the person has provided the Board with an electronic address, by personal service, ordinary or recorded mail addressed to the address on the certificate of title for the Unit with which the sanction is associated, or by being affixed to the Unit with which the sanction is associated;

(vii) the Corporation, when imposing a sanction on a Occupant, shall ensure that the Owner of the Unit to which the sanction relates is provided with copies of:

(A) the notice of proposed sanction served by the Corporation under Bylaw (8)(t)(i) above, and

(B) the notice of sanction served by the Corporation under Bylaw (8)(t)(v) above;

(viii) service is deemed to have been effected:

(A) on the date on which acknowledgment of receipt of recorded mail is signed,

(B) seven (7) days after the date on which the document is sent by ordinary mail, or

(C) twenty four (24) hours after the document is sent by electronic means;

(ix) the Corporation may delegate a power or duty conferred on it under this Bylaw (8)(t), except the power to decide to impose a sanction. For greater certainty, nothing in this Bylaw (8)(t) precludes the Manager or another person from serving notices related to proposed sanctions;

(x) for each failure to comply with the Bylaws, the maximum monetary sanction that may be imposed by the Corporation is as follows:

(A) for the first instance of non-compliance, five hundred ($500) dollars, and

(B) for the second and subsequent instances of non-compliance, one thousand ($1,000) dollars;

(xi) the maximum amount of the monetary sanction to be imposed for a continuing contravention of a Bylaw in respect of a Unit is the greater of: (A) the maximum monetary sanctions that may be imposed by the Act or the Regulation; or (B) five hundred ($500) dollars for the first week for the first instance of non-compliance and one thousand ($1,000) dollars for each subsequent week or each week of any subsequent continuing contravention; and

(xii) no monetary sanction may be levied for a contravention of a Rule and Regulation.

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IV. THE BOARD

(9) THE CORPORATION AND THE BOARD AND CONFLICTS OF INTEREST

(a) The powers and duties of the Corporation, subject to any lawful restriction imposed or direction given at a General Meeting, shall be exercised and performed by the Board or the Manager, as authorized by the Board. Every member of the Board shall exercise the powers and discharge the duties of the office of the member of the Board honestly and in good faith with a view to the best interests of the Corporation and to exercise care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:

(i) shall declare to the Board that person's interest in the agreement, arrangement, or transaction;

(ii) shall not vote in respect of any matter respecting that agreement, arrangement, or transaction; and

(iii) shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement, or transaction.

(10) COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

(a) Within thirty (30) days after the registration of the Condominium Plan and until the first annual General Meeting of the Owners, the Developer shall appoint an interim Board consisting of at least two (2) nominees of the Developer;

(b) After the first annual General Meeting, the Board shall consist of not fewer than three (3) nor more than seven (7) Owners, representatives of Corporate Owners, or representatives of Mortgagees. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board;

(c) a Board member must be eighteen (18) years of age or older;

(d) other than during the interim Board's term, only one (1) Owner or Mortgagee in respect of a Unit may sit on the Board at any point in time;

(e) any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict, in accordance with the Act;

(f) every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interest of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

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(g) no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board; and

(h) those entitled to accept nomination must either be in attendance at the annual General Meeting or have agreed in writing to the nomination prior to such annual General Meeting.

(11) TERM OF OFFICE AND RETIREMENT FROM BOARD

Each member of the Board shall be elected for a one (1) year term. At each annual General Meeting of the Corporation, all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members to hold office until the close of the next annual General Meeting (although members may also be elected at an extraordinary General Meeting). Notwithstanding the foregoing, if a Board is not elected at an annual General Meeting, the incumbent Board members shall continue in office until their successors are elected.

(12) ELIGIBILITY FOR RE-ELECTION TO BOARD

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

(13) REMOVAL FROM BOARD

The Corporation may, by resolution in writing or at an extraordinary General Meeting, remove any member or all members of the Board before the expiration of their respective terms of office and appoint another Owner, or Owners as the case may be, to hold office until the next annual General Meeting.

(14) CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw (23), the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw (10), or in the event that such vacancy does not cause the Board membership to be reduced below the minimum number required under these Bylaws, the Board may choose not to fill the Board vacancy prior to the next election of the Board at the next annual General Meeting.

(15) QUORUM FOR BOARD

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

(16) OFFICERS OF THE CORPORATION

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

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(b) The President shall preside as Chairperson at all meetings of Owners, be the Chairperson of the Board and have such other powers and duties as the Board may determine from time to time by Ordinary Resolution.

(c) The Secretary shall attend to the giving and service of all notices of the Corporation and shall keep the minutes of all meetings of the Corporation and of the Board and of committees of the Board and a book or books shall be kept for that purpose. Subject to the control of the Board, the Secretary shall perform all acts incidental to the office of Secretary.

(d) The Treasurer shall have general charge of the finances of the Corporation. He or she shall deposit, within the time prescribed in the Act, all monies and other valuable effects of the Corporation in the name and to the credit of the Corporation in trust accounts with such banks or other depositories as the Board may from time to time designate by resolution, and shall render to the Board whenever directed by the Board, an account of the financial condition of the Corporation and of all the transactions as Treasurer. As soon as possible after the close of each financial year, he or she shall make and submit to the Board a report for such financial year. He or she shall have charge and custody of and be responsible for the keeping of the books of account required to be kept. Subject to the control of the Board, the Treasurer shall perform all acts incidental to the office of Treasurer.

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

(f) A person ceases to be an officer of the Corporation if he or she ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold more than one (1) office.

(17) CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he/she is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting.

(18) LOCATION OF BOARD MEETINGS

Each meeting of the Board shall be held within the Municipality unless the members agree, by ordinary resolution, to hold the meeting in another location.

(19) VOTES OF BOARD

Voting by Board members shall be governed as follows:

(a) at meetings of the Board, all matters shall be determined by simple majority vote. If there is a tie, the Chairperson shall **not** have a casting vote in addition to their

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original vote and any resolution receiving a tie vote shall be deemed to have been defeated;

(b) a resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;

(c) a Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be ratified and documented into the minutes at the next scheduled meeting of the Board; and

(d) all Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board and in accordance with the Act and the Regulation.

(20) FURTHER POWERS OF BOARD

The Board **may**:

(a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) days' notice of a meeting proposed by him or her, specifying the reason for calling the meeting, provided that the Board shall meet at the call of the President on such notice as he or she may specify without the necessity of the President giving reasons for the calling of the meeting;

(b) appoint or employ, for and on behalf of the Corporation, such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;

(c) subject to any valid restriction imposed or direction given at a General Meeting, delegate to one (1) or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;

(d) obtain and retain by contract the services of a Manager or any professional real property management firm or professional real property manager or agent for such purposes (including, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, **subject always** to the control and direction of the Corporation and the Board, with such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than the sum of the following amounts:

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(i) the total amount of any Reserve Fund in the hands of or controlled by the Manager;

(ii) one (1) month's total Common Expense contributions of the Corporation or one-twelfth ($^{1}/_{12}$) of the total annual Common Expense contributions for all Units in the Project (excluding any special assessments), whichever is greater; and

(iii) a sum representing the average monthly amount of cash in the control of the Manager;

(e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and

(f) set and charge, for and on behalf of the Corporation, reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents, information, or copies of documents required to be issued by it under the Act or pursuant to these Bylaws.

(21) ADDITIONAL DUTIES OF THE BOARD

The Board, for the benefit of the Corporation and the Owners, shall have vested in it the powers of the Corporation and shall enforce the provisions of these Bylaws. The Board **shall**:

(a) subject to any valid restriction imposed or direction given pursuant to a resolution passed at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;

(b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and/or Mortgagees;

(c) keep minutes of General Meetings of the Owners, including the signatures if required by the Act or the Regulation, and results of any vote on a Special Resolution held at such General Meeting, and, upon written request at the expense of the person requesting, provide copies thereof to Owners and/or Mortgagees;

(d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

(e) administer funds of the Corporation and, unless otherwise required by the Act or the Regulation to be handled differently, deposit such funds in a separate trust account registered in the name of the Corporation within two (2) business days of receipt, and keep such funds intact and not comingled with other funds except as otherwise authorized by the Act or the Regulation. All such funds are deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;

(f) prepare or cause to be prepared, financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and Mortgagee;

(g) maintain financial records of all the assets, liabilities and equity of the Corporation including receipts of contributions by all Owners;

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(h) on written application of an Owner or Mortgagee, or any person authorized by the Owner in writing, make the books of account available for inspection at a time convenient to the Board member required to complete such request;

(i) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant, to be selected at each annual General Meeting of the Corporation, and cause to be prepared and distributed to each Owner and to each Mortgagee a copy of (i) the audited Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation, and (ii) the Auditor's Report or Notice to Reader Report, within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer shall be submitted to each annual General Meeting of the Corporation. Any obligations under this Bylaw (21)(i) may be waived upon the passing of an Ordinary Resolution to that effect;

(j) keep a register noting the names and addresses of all Owners, Occupants and Mortgagees;

(k) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

(l) within thirty (30) days from the conclusion of the Corporation's annual General Meeting or at any other time when there is a change to the membership of the Board, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of each member of the Board;

(m) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and

(n) file or cause to be filed at the Canada Revenue Agency office required returns for payroll source deductions of Corporation employees (if any), a statement of Goods and Services Tax, if required, an annual notice of the non-profit status of the Corporation, and any other reports, statements or returns required by Canada Revenue Agency or any other government body or agency under any Applicable Laws.

(22) VALIDITY OF ACTS AND RESOLUTIONS

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

(b) An Ordinary Resolution that directs or restricts the Corporation, or interferes with the Corporation, in its exercise of powers and performance of duties is not valid if the direction or restriction is contrary to the Act, the Regulation, and/or these Bylaws.

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(23) VACATING OFFICE OF BOARD MEMBER

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

(i) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act (Canada)*;

(ii) is more than sixty (60) days in arrears for payment of any contribution required to be made by the member as an Owner;

(iii) is more than sixty (60) days in default of a judgment by a court for any money owing to the Corporation;

(iv) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act,* S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;

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

(vi) resigns the member's office by serving notice in writing on the Corporation;

(vii) dies;

(viii) attends any Board meeting while intoxicated or under the influence of illegal drugs;

(ix) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his or her office be vacated;

(x) ceases to qualify for membership pursuant to Bylaw (10);

(xi) in the case of a Corporate Owner which is a member of the Board, if the Corporate Owner is in arrears as set forth in Bylaw (23)(a)(ii) above, if it becomes insolvent or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the Corporate Owner otherwise than for the purpose of amalgamation or reconstruction;

(xii) is refused bonding, at a reasonable premium, by a recognized bonding institution; or

(xiii) commences or threatens to commence any legal proceedings against the Board or the Corporation.

(b) The Corporation may, by Ordinary Resolution, remove a member of the Board before the expiration of a member's term of office and appoint another individual in the member's place to hold that office for the remainder of the term.

(24) SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner in which an officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal, and may authorize

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the Manager or other person to sign the same with or without co-signing by any officer or officers.

(25) CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one (1) member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one (1) member of the Corporation, his or her signature shall be sufficient for the purposes of this Bylaw and, if the only member is a Corporate Owner, the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

(26) CORPORATE OWNER WHICH IS MEMBER OF THE BOARD

A Corporate Owner which is a member of the Board may, by proxy, power of attorney or resolution of its directors, appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the Corporate Owner and such representative shall be entitled to so act **provided** notice in writing thereof shall have been given to the Board. Where a Corporate Owner is the only member of the Board, a minute or resolution signed by its representative or by the Alternate of its representative duly appointed pursuant to Bylaw (27) shall be deemed to be a resolution of the Board.

(27) ALTERNATE BOARD REPRESENTATIVE

A representative of a Corporate Owner on the Board may appoint any person, whether another Owner or not, and whether a member of the Board or not, to serve as an alternate representative on the Board (an "**Alternate**") and to attend and vote in the Owner's place at meetings of the Board and to do anything specifically provided for in these Bylaws. Appointment or removal of an Alternate under this Bylaw shall be made by the representative by providing notice in writing to the Board. Such Alternate shall, if present, be included in the count for quorum and if he or she is a member of the Board he or she shall be entitled to two (2) votes, one (1) as a member of the Board and the other as an Alternate. If the representative so directs in writing to the Board, notice of meetings of the Board shall be sent to the Alternate. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the Alternate representative in writing to the Board, such Alternate shall be removed as of such date.

(28) INDEMNIFICATION OF INDIVIDUALS

The Corporation shall indemnify every member of the Board (including the Developer and its representatives when acting in the capacity of the Board), Manager, officer or employee and his or her heirs, executors and administrators (collectively, the "**Indemnitee**") against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the Indemnitee may be made a party by reason of being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which such Indemnitee shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or failing to discharge his or her duties honestly and in good faith. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may, by

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Ordinary Resolution, require that all members of the Board, or Manager or officers or employees, be bonded by a recognized bonding institution in an amount not less than the total amount of the Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

V. OWNER'S MEETINGS

(29) ANNUAL GENERAL MEETINGS

(a) The first annual General Meeting shall be called by the interim Board no later than twelve (12) months after the registration of the Condominium Plan in accordance with the requirements of the Act and the Developer or the interim Board, as the case may be, shall supply at such annual General Meeting the documents required to be delivered pursuant to the Act and the Regulation, including but not limited to the documents set out in s.16.1 of the Act and s.20.2(1) of the Regulation.

(b) Subsequent annual General Meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, passed at the Corporation's annual General Meeting, to hold the meeting in another location. Annual General Meetings cannot be held by electronic means unless (i) the Act, the Regulation or any other government body or agency permits such meetings to be held by electronic means, and (ii) the Owners agree, by Ordinary Resolution, to hold such meetings by electronic means.

(c) A notice of every annual General Meeting shall be delivered at least fourteen (14) days prior to the date such meeting is to be convened, and such notice shall include the annual report respecting the Reserve Fund, the financial statements for the Corporation's preceding fiscal year and the annual budget.

(d) Notice shall be given to each Owner, Mortgagee and member of the Board in the manner prescribed in the Act, the Regulation or these Bylaws, but the accidental omission to give notice thereto or the non-receipt by such persons does not invalidate the meeting or any proceedings thereat. A notice of meeting is not required to be sent to Owners or Mortgagees who were not registered on the records of the Corporation on the record date set out in Bylaw (32).

(e) In computing the number of days' notice of the annual General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of such meeting shall be counted.

(f) Notice of such meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed to be the equivalent of receipt of due and proper notice of the meeting and attendance of that person is a waiver of notice of the meeting, except when he or she attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully convened.

(g) Within sixty (60) days after an annual General Meeting, the Corporation shall provide each Owner and Mortgagee with the approved minutes (or draft minutes if no minutes have been approved) of the annual General Meeting.

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(h) The approved minutes (or draft minutes) provided in Bylaw (29)(g) above must include records of the votes held at the annual General Meeting, recording the following:

(i) if an Ordinary Resolution was proposed, the results of the vote;

(ii) if a Special Resolution was proposed,

(A) the number of persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by these persons, and

(B) the number of persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by these persons; and

(iii) for an election of members of the Board determined by a vote, the number of votes in favour of each candidate.

(30) EXTRAORDINARY GENERAL MEETINGS

All General Meetings other than annual General Meetings shall be called extraordinary General Meetings.

(31) CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may, whenever it considers it appropriate to do so, and shall, upon a requisition in writing:

(a) by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;

(b) from Mortgagees or Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or

(c) from a combination of such Owners or Mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene an extraordinary General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of such requisition and upon at least fourteen (14) days' notice to the Owners and Mortgagees. The notice and agenda for such meeting shall include any legally valid items specified by the requisitioners, the nature of the business to be dealt with at the meeting and any proposed wording of any resolution, and such meeting shall be held within the Municipality, unless the Owners and Mortgagees agree, by means of an Ordinary Resolution passed at a General Meeting, to hold such meeting at another location. Extraordinary General Meetings cannot be held by electronic means unless (i) the Act, the Regulation or any other government body or agency permits such meetings to be held by electronic means, and (ii) the Owners agree, by Ordinary Resolution, to hold such meetings by electronic means.

(32) RECORD DATE FOR GENERAL MEETINGS

For the purpose of determining Owners and Mortgagees entitled to receive notice of a General Meeting, the Board may fix in advance a date as the record date for that determination of Owners and Mortgagees, but that record date shall not precede by more than thirty (30) or by less than fourteen (14) days of the date on which the General Meeting is to be held. If no record date is fixed, the record date for the determination of Owners

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and Mortgagees entitled to receive notice of a General Meeting shall be at the close of business on the last business day preceding the day on which the notice is sent or, if no notice is sent, the day on which the General Meeting is held.

(33) PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

(a) all business that is transacted at any annual or extraordinary General Meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed special business;

(b) the nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the notice of General Meeting in sufficient detail so as to permit an Owner or Mortgagee to form a reasoned judgment on the nature of that business;

(c) items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution. No such item of special business shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these Bylaws;

(d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board; and

(e) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

(34) QUORUM FOR GENERAL MEETINGS

Save as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One-quarter ($^1/_4$) of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

(35) ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes after the expiry of the initial ten (10) minutes to allow further Owners or Mortgagees to attend on the same day, at the same place. If at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall be conclusively deemed to constitute a quorum for all purposes of these Bylaws.

(36) CHAIRPERSON FOR GENERAL MEETINGS

The President of the Board shall be the Chairperson of all General Meetings or, in his or her absence from the meeting or in case he or she shall vacate the chair, the Vice-President of the Board shall act as Chairperson, provided always that if the President and Vice-President are absent or vacate the chair or refuse to act, the parties at the meeting shall elect a Chairperson. Notwithstanding the foregoing, if a majority of the members of the Board

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determine it prudent, the Board may appoint a third party neutral Chairperson for a General Meeting to assist with the orderly conduct.

(37) ORDER OF BUSINESS FOR GENERAL MEETINGS

The order of business at General Meetings, and as far as is appropriate at all extraordinary General Meetings, shall be:

(a) if the President or Vice-President of the Board are absent or elect to vacate the chair or refuse to act, the election of the Chairperson of the meeting;
(b) call to order by the Chairperson certifying proxies and establish quorum;
(c) proof of notice of meeting or waiver of notice;
(d) reading and disposal of any unapproved minutes;
(e) reports of officers;
(f) reports of committees;
(g) financial report and Reserve Fund report;
(h) appointment of auditors and solicitors;
(i) resolution establishing the number of Board members for the upcoming year;
(j) resignation of the Board;
(k) election of Board;
(l) unfinished business;
(m) new business and any special business; and
(n) adjournment.

VI. VOTING

(38) VOTING BY SHOW OF HANDS

At any General Meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or Mortgagee present in person or by proxy either before or promptly after a show of hands vote is or has been conducted. Unless a poll is so demanded, a declaration by the Chairperson that a majority of votes cast by the Owners or Mortgagee present or in person or by proxy signify a vote in favour of the resolution and the resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution. Where a Unit is owned by two (2) or more Owners, only one (1) Owner may vote by show of hands, but if those Owners disagree on how their right to vote in respect of the Unit should be exercised, no vote may be counted with respect to that Unit unless for a Special Resolution as set out in Bylaw (44). In the case of equality in the votes on a show of hands, the Chairperson of the meeting shall not have a casting vote to break a tie and the resolution receiving a tie vote shall be deemed to have been defeated. If permissible under the Act or the Regulation, a vote by show of hands may be conducted by electronic means.

(39) POLL VOTES

A person entitled to vote on a resolution may request a poll vote, either before or promptly after a show of hands vote is or has been conducted. Such poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit provided the same is in accordance with the Act and the Regulation. The resolution shall be passed where the number of Unit Factors

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representing the votes cast by persons voting in favour of the resolution is at least fifty (50%) percent of the total Unit Factors for all of the Units of persons present at the meeting, either personally or by proxy, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, the Chairperson of the meeting shall not have a casting vote to break a tie in addition to his or her original vote and the resolution receiving a tie vote shall be deemed to have been defeated. A demand for a poll may be withdrawn. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution. Where a Unit is owned by two (2) or more Owners, the procedure for voting must be in accordance with Bylaw (44) and the Act or the Regulation. The Board must retain the original votes cast in relation to any poll, as required under the Act or the Regulation. If permissible under the Act or the Regulation, a vote by poll may be conducted by electronic means.

(40) SECRET BALLOT

Notwithstanding anything to the contrary herein contained, the Chairperson, if he or she determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

(41) VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

(42) PROXIES

The Corporation may adopt Rules and Regulations respecting the use of proxies, including without limitation, procedures respecting presentation, verification, and registration of proxies **provided that** such Rules and Regulations adopted are only as may be reasonably necessary for the expedient conduct of meetings or votes.

An instrument appointing a proxy may be either general or for a particular meeting. Votes by proxy will be governed by the following terms:

(a) a proxy is invalid:

  (i) if it is given to a minor or a person other than an individual;

  (ii) if it is given to the Manager or an employee of either the Corporation or the Manager **unless** the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting; or

  (iii) unless it is in an electronic or hard copy format and contains at least the following elements:

    (A) the name and Unit number of the Owner or Mortgagee giving the proxy;

    (B) the name of the individual to whom the proxy is given;

    (C) the date the proxy is given; and

    (D) the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee;

(b) a proxy may be revoked in an electronic or hard copy format;

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(c) where two (2) or more proxies are presented to the Corporation in respect of the same Unit by the same Owner, only the most recently given proxy is valid;

(d) a proxy need not be given to an Owner; however, a non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner;

(e) a proxy expires on the earliest of:

(i) the expiry date set out on the proxy,

(ii) six (6) months from the date on which the proxy was given; and

(iii) the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given;

(f) proxies must be certified before or at the outset of the meeting at which an individual is seeking to exercise the proxy; and

(g) a Corporate Owner may be represented in a vote either by a member of the board of directors of such Corporate Owner, or, if there is no board of directors, by a member of a similar body in respect of that Corporate Owner, or by an individual to whom the Corporate Owner has given a proxy.

(43) ELIGIBILITY TO VOTE

Unless otherwise set out in the Act, an Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where:

(a) any contribution or interest payable in respect of the Unit is in arrears for more than sixty (60) days prior to the day that the power of voting may be exercised; and/or

(b) a judgment by a court for any money owing to the Corporation by the Owner remains unsatisfied;

but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw (34).

(44) VOTE BY CO-OWNERS

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

(a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.

(b) Subject to anything contrary in the Act or the Regulation, on any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his or her interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy. For clarity, if the fractional interest of the tenant-in-common is not specified on the title to the Unit or the Co-Owners are joint tenants, the proportionate interest of each Co-Owner is deemed to be based on the fraction wherein each individual Co-Owner is the numerator and the number of total Co-Owners registered on the title is the denominator.

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(45) SPECIAL RESOLUTIONS

Any Special Resolution passed at a General Meeting if required by the Act or the Regulation shall be signed by the persons voting. Any results of a vote on a Special Resolution must be recorded in the minutes of the General Meeting at which the vote was conducted and must include the number of votes in respect of Units and Unit Factors in favour of the Special Resolution and the number of votes in respect of Units and Unit Factors not in favour of the Special Resolution.

(46) RESOLUTION IN WRITING OF THE OWNERS

(a) An Ordinary Resolution of the Owners in writing signed by an Owner or his/her duly appointed proxy shall have the same effect as an Ordinary Resolution passed at a meeting of the Owners duly convened and held.

(b) A Special Resolution of the Owners in writing signed by an Owner or his/her duly appointed proxy shall have the same effect as a Special Resolution passed at a meeting of the Owners duly convened and held.

(c) Where a vote on either an Ordinary Resolution or Special Resolution is to be conducted in writing, the Board shall send to each Owner or Mortgagee a notice setting out the following:

(i) the wording of the proposed resolution;

(ii) the date by which the votes on the proposed resolution must be received by the Board (which date must be no later than one (1) year from the date the notice of the proposed resolution was sent); and

(iii) any other information required by the Act or the Regulation.

(d) The votes for such proposed resolution must be counted no later than fourteen (14) days from the date set out in the written notice, and the results from a vote in writing must include:

(i) the number of votes in respect of Units and Unit Factors in favour of the proposed resolution;

(ii) the number of votes in respect of Units and Unit Factors not in favour of the proposed resolution; and

must be provided to the Owners or Mortgagee in accordance with the Act or the Regulation.

(e) The resolution must be signed by the Owner voting.

(f) Where a vote is conducted in writing, all votes are deemed to be made on the date the votes on the proposed resolution must be received by the Board.

(g) The Board must retain the original resolutions received as required under the Act or the Regulation.

(47) ELECTRONIC VOTING

If permissible under the Act or the Regulation, voting on any matter related to an Ordinary Resolution or Special Resolution may be conducted by electronic means.

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(48) SUCCESSIVE INTERESTS

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

(49) TRUSTEE VOTE

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

(50) VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage, these Bylaws or any statute provides that the power to vote conferred on an Owner may or shall be exercised by the Mortgagee, **subject to** the priority provisions of the Act with respect to the voting rights of first Mortgagees, Owners and second and subsequent Mortgagees, and where the Mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote. The Mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in these Bylaws and the Act.

VII. BYLAW ENFORCEMENT

(51) VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

(a) any infraction or violation of or default under these Bylaws or any Rules and Regulations established pursuant to these Bylaws on the part of an Owner that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied, or cured by the Corporation and any costs or expenses incurred or expended by the Corporation, including costs on a solicitor and own client basis, in correcting, remedying, or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;

(b) the Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner which violates these Bylaws or any Rules and Regulations and for which ten (10) days prior written notice has been given by the Corporation, and there shall be added to any judgment all costs of such action, including costs on a solicitor and own client basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his or her rights and the exercise of his or her remedies;

(c) the Corporation may exercise any powers provided for it in the Act or the Regulation;

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(d) if the Board determines that a breach of any Bylaw has occurred or is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction. Subject to any restrictions imposed by the Act or the Regulation, the minimum monetary sanction will be fifty ($50.00) dollars and the maximum monetary sanction will be ten thousand ($10,000.00) dollars. Such monetary sanction is to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If an Occupant of an Owner is alleged to be in breach, the notice shall also be served on the Occupant at the address of the Unit and such notice shall specify whether the Owner, or Occupant, or both are liable for payment of the monetary sanction;

(e) each day of a continuing breach shall be deemed a contravention of a Bylaw;

(f) where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed as provided for in the Act to enforce the sanction;

(g) a sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act; and

(h) any member of the Board who observes that an Owner or Occupant is violating the parking provisions of Bylaw (66)(a)(xix) may contact the Municipality requesting that any vehicle parked or left on the Common Property or in a Parking Unit in violation of the Bylaws may be removed therefrom and be impounded in a pound maintained for that purpose. The Owner will be responsible for all costs, including towing charges and recovery of the impounded vehicle. The Owner shall be responsible for any damage caused to the Common Property or the Parking Unit by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

VIII. DAMAGE AND INSURANCE

(52) DAMAGE OR DESTRUCTION

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

(a) in the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage and shall give notice thereof to the Insurance Trustee immediately upon such determination. For the purpose of this Bylaw (52), substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this Bylaw (52)(a), the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14)

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Bylaw (52) continued…

days' notice of such meeting must be given by registered mail to all Owners and Mortgagees;

(b) unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board or Insurance Trustee shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. The obligation to repair hereunder is mutually exclusive of the general obligation to maintain and does not include repairs, improvements or fixtures and finishings made to any Unit by any Owner (other than the Developer) after registration of the Condominium Plan, except to the extent that such improvements and/or fixtures and finishings have been duly added to the Corporation's insurance coverage in accordance with these Bylaws. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw (53);

(c) where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board shall, on behalf of the Owners, make an application to terminate the Condominium Status of the Parkade in accordance with the provisions of the Act and Regulation, and each of the Owners shall be deemed to consent to such application. Upon termination of the Condominium Status:

(i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parkade; and

(ii) the proceeds of insurance shall be paid firstly to the Insurance Trustee, if any, and then to the Owners and Mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parkade in accordance with the terms of any insurance trust agreement in effect. In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, Mortgagees who have notified the Corporation of their mortgages and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any such parties dispute the apportionment made by the Insurance Trustee, then such party must notify the Insurance Trustee in writing within thirty (30) days of their receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the court authorized to deal with schemes and terminations under the Act, and the distribution shall be settled and determined by such court on such terms and conditions as it may deem just and equitable;

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Bylaw (52) continued…

(d) the Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit, including but not limited to any loss, damage or expense caused by an overflow or leakage of water from any adjoining property or road, or by the breaking or bursting of any pipes or plumbing fixtures within the Project, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission of the Corporation or its servants, agents, employees or officers, or such damage is insured against by the Corporation;

(e) no Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater;

(f) subject always to the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing exterior walls, pipes, wires, cables, ducts, conduits, plumbing, sewer and other facilities for the furnishing of utilities for the time being existing in the Unit, the Corporation and its servants, employees and agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;

(g) notwithstanding anything to the contrary herein expressed or implied, each Owner or Occupant shall be responsible for damage caused to the Unit, all items in the Unit, or the Common Property by the Owner or Occupant that is not required by these Bylaws to be insured against by the Corporation (or is in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner or Occupant fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit; and

(h) all Owners and Occupants shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by the Owner's or Occupant's act or omission, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. For clarity, the deductible required for the insurance carried by the Corporation is deemed to be an expense not met by such proceeds.

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(53) INSURANCE

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

(a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and the Regulations to the extent available, the following insurance:

(i) fire insurance with extended coverage endorsement for such perils as required by the Act or the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:

(A) all of the insurable Common Property;

(B) all insurable Corporation Property;

(C) all of the Units, including all improvements and fixtures and finishings made to the Units by the Developer (**but excluding** further improvements and fixtures and finishings made or replaced by the Owner, current or previous, and other personal property of each Owner, whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and

(D) the interests of and naming as insureds:

(1) all Owners from time to time;

(2) all Mortgagees;

(3) the Corporation; and

(4) the Board of Directors and any person referred to in Bylaw (20) hereof;

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

(ii) boiler and vessel insurance if any boilers and vessels exist;

(iii) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and Occupants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than five million ($5,000,000.00) dollars inclusive for bodily injury and/or property damage per occurrence;

(iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees reasonably incurred by such insureds in connection with any action, suit or proceeding to which such insureds may be made a party by reason of being or having been a member or officer of the Board, except as to matters in which it has been finally adjudged that such insureds are liable for fines or penalties imposed in a criminal suit or action, or for unjustified profit or advantage, or for any wrongful act done or attempted in bad faith or dishonesty;

(v) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;

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Bylaw (53) continued…

(vi) liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;

(vii) such other insurance and coverage for such other risks or causes as required by the Act or the Regulation or as the Board may determine or as may be determined by Special Resolution; and

(viii) for the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw (53) or pursuant to the Act or the Regulation, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

(b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:

(i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;

(ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or Mortgagee and such Corporation insurance shall be deemed as primary insurance;

(iii) standard mortgage endorsements attached to each such policy;

(iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;

(v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Bylaw are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;

(vi) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;

(vii) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the Condominium Status is terminated;

(viii) the policy shall be written on a stated amount basis;

(ix) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured; and

(x) subject to Bylaw (53)(g) and Bylaw (53)(h) below, the Corporation shall obtain and pay for all glass insurance for the Project.

(c) If required in the opinion of the Board, and prior to obtaining any policy of insurance hereunder or any renewal thereof, and at least annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out

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Bylaw (53) continued…

the full replacement cost of the Common Property, Units, and all Corporation Property. A copy of such appraisal or appraisal update shall be delivered to each Mortgagee. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any Corporation Property, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in a reasonable vicinity of the Project.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a copy of each such policy shall be forwarded upon request to each Mortgagee who has in writing notified the Corporation of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.

(e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.

(f) The Owners may, and upon written request of any Mortgagee shall, carry insurance on their own Units as permitted by the Act and the Regulation, **provided that** the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner, **and provided further** that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Occupants against liability or the interests of Owners or Occupants for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit, however caused.

(g) In the event an Owner incurs or suffers damage or loss to any portion of any windows or doors (which constitute part of the Owner's Unit) or to any interior improvements to or fixtures and finishings of the Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage was caused by or arose out of any act or omission by such Owner or his or her Occupants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

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Bylaw (53) continued…

(h) An Owner, on request by the Corporation, is absolutely liable to the Corporation for the amount of the deductible in the Corporation's insurance claim to a maximum of fifty thousand ($50,000) dollars, or such other maximum amount as prescribed in the Regulation, for damage that originates in or from the Owner's Unit. An Owner is not liable to the Corporation for the amount of the deductible in the Corporation's insurance claim where the claim arose from:

(i) a defect in the construction of the Unit;

(ii) damage attributable to an act or omission of the Corporation, a member of the Board, an officer, employee or agent of the Corporation, or a combination of them; or

(iii) normal structural deterioration of the Common Property or the Corporation Property, other than property that the Owner was responsible to repair or maintain.

Nothing in this Bylaw (53)(h) shall be construed in a manner to affect a civil action or other remedy at law of an Owner against a person who is responsible for damage to property, including damage to property caused through wilfulness or negligence.

(i) Any deductible payable by an Owner or Occupant pursuant to Bylaw (53)(h) above shall be recoverable by the Corporation (i) by an action in debt, or (ii) as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith (including costs on a solicitor and own client basis) and with the collection thereof incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

(j) **The Owners shall purchase insurance with respect to the deductible of such potential claim, and shall provide proof of such insurance to the Corporation within thirty (30) days of the Owner taking ownership of his/her/its Unit, and thereafter upon any reasonable request in writing from the Board.**

(k) The Corporation shall, when there is a change in any of the following:

(i) the amount of the deductible payable in the event of a claim;

(ii) the replacement value of the coverage;

(iii) any addition to permitted exclusions;

(iv) whether the Unit's fixtures and finishing are excluded from the Corporation's insurance coverage; and

(v) any other matters set out in the Act or the Regulation,

provide each Owner with written notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the updated insurance certificate.

(l) The Corporation shall, if it receives a notice of cancellation of an insurance policy, provide written notice of such cancellation to each Owner as soon as possible.

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IX. COMMON EXPENSES

(54) CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

(a) Where Units have been transferred to an Owner who is not the Developer, the Developer **must** pay contributions in respect of each Unit it owns on the same basis as Owners of other Units are required to pay.

(b) If, within the initial twelve (12) month period beginning with the first month in which contributions are first levied on Owners at regular intervals, the annual contribution is insufficient by more than fifteen (15%) percent above the projected total expenses of the Corporation as set out in the proposed budget (not including the underestimated expenses excluded in the Regulation), the Corporation shall require the Developer to pay such amount over the fifteen (15%) percent as provided for in the Regulation, prior to assessing and collecting a special contribution or assessment against each Unit.

(c) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units, or as otherwise set forth herein and, in respect of any such levies or charges which are subject to any cost sharing or cost reimbursement arrangement, including but not limited to the ECR Agreement with the Tower Condominium Corporation, the Commercial Owner(s) and the Phase 2 Condominium Corporation, shall, without limiting the generality hereof, include the following:

(i) all levies or charges on account of garbage and/or recycling removal, electricity, water, sewer, gas and fuel services and all other utilities supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

(ii) all charges on account of maintaining the heating, ventilation, and air conditioning systems servicing the Project or such other similar costs for the Building which are subject to any cost sharing or cost reimbursement arrangement with the Tower Condominium Corporation, the Commercial Owner(s) and the Phase 2 Condominium Corporation, including but not limited to the ECR Agreement;

(iii) management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;

(iv) all charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for clearing snow and debris from Common Property, or as otherwise set forth in these Bylaws;

(v) all charges on account of light standards, poles and related fixtures situated in the Parkade;

(vi) all charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;

(vii) all costs of furnishings, tools and equipment for use in and about the Project facilities or amenities, including the repair, maintenance or replacement thereof;

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Bylaw (54) continued…

(viii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;

(ix) all charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage unless up to the insurance deductible amount is charged back to an Owner under Bylaws (52) or (53);

(x) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation, including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering (including Reserve Fund studies, Reserve Fund reports and Reserve Funds plans) fees and disbursements;

(xi) all reserves for repairs and replacement of Common Property, and portions of the Units for which the repair or replacement is the responsibility of the Corporation;

(xii) maintenance of the exterior walls and other structural costs of the Parkade;

(xiii) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;

(xiv) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;

(xv) the allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining the Common Property;

(xvi) all charges on account of maintenance for Common Property and any other property (including portions of the Units if applicable) for which the Corporation is responsible under these Bylaws or it is required to maintain pursuant to Applicable Law, including, without limiting the generality of the foregoing, all charges on account of maintaining and repairing elevators and building safety or security systems, exterior building walls, roof, foundation and other structural components of the Building, interior walls, floors and ceilings (but not the finishes or decorations thereto unless such interior walls, floors and ceilings form part of the Common Property);

(xvii) all realty taxes and other municipal and governmental levies or assessments against any Unit owned by the Corporation, the Common Property or other real property owned by the Corporation; and

(xviii) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.

(d) At least thirty (30) days before the start of the fiscal year to which the annual budget applies, the Corporation shall deliver or mail to each Owner at the municipal address on the certificate of title for such Owner's Unit and to each Mortgagee at the address provided by such Mortgagee:

(i) a copy of the budget for the upcoming fiscal year;

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Bylaw (54) continued…

(ii) a notice of the assessment for its contribution towards the Common Expenses for the upcoming fiscal year. Such assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units **except**, in the sole discretion of the Board, acting reasonably:

(A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;

(B) any expenses, as the Board may determine, that relate directly and solely to the maintenance, improvement, operation, repair or restoration of:

(1) the Parking Units, which shall be paid by the Parking Unit Owners;

(2) the Storage Units which shall be paid by the Storage Unit Owners;

(3) the Residential Units, which shall be paid by the Residential Unit Owners; or

(4) all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, improvement, operation, repair or restoration;

(e) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by the categories set out in the Regulation, an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall:

(i) shall include a reasonable provision for contingencies and replacements in the contingency reserve fund;

(ii) shall include contributions to the Reserve Fund in keeping with the Reserve Fund plan plus any deficiencies from the previous year or years; and

(iii) may deduct any surplus accumulated in the preceding year, but shall exclude the amount then outstanding in the contingency reserve fund.

(f) The Common Expenses set forth in the budget shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, and in advance on the first day of each month, the first instalment to be made on the first (1st) day of the month immediately following receipt of such notice of the budget, or such other time as may be prescribed by the Corporation.

(g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.

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(h) If the Board makes revisions to the budget provided under Bylaw (54)(d) it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible.

(i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or a release of the Owner(s) or Mortgagee(s) from their obligation to pay the contributions or special assessments, or any instalments thereof, for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner or Mortgagee can exempt themselves from liability for his or her contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning the Unit.

(j) For clarity, a Unit owned by the Corporation is deemed to have been allocated zero Unit Factors for the purposes of calculating contributions under these Bylaws.

(55) SPECIAL ASSESSMENTS

(a) The Board may, at any time after the cessation of management by the Developer, assess and approve, by resolution, the collection of a special contribution or assessment against each Unit in an amount sufficient for any of the following:

(i) the payment of unexpected and urgent maintenance, repair or replacement of the Corporation Property or Common Property;

(ii) to cover unexpected shortfalls in the Common Expenses;

(iii) to increase the balance of the Reserve Fund to meet the requirements in a Reserve Fund plan;

(iv) subject to Bylaw (55)(d), the payment of a capital improvement;

(v) to satisfy a judgment against the Corporation; or

(vi) for any other purpose provided in the Act or the Regulation.

(b) A resolution of the Board passed in Bylaw (55)(a) above must set out the purpose of the special assessment, the total amount to be levied, the method of determining each Unit's share as set forth in Bylaw (54)(d)(ii) (if not based on Unit Factors) and the date by which such assessment is to be paid in full or the dates of instalments if to be paid thereby.

(c) As soon as possible after the passing of a resolution referred to in Bylaw (55)(a), the Corporation shall give notice of such special assessment to all Owners which shall include the information listed in Bylaw (55)(b) above. Each special assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice.

(d) Notwithstanding Bylaw (55)(a), before assessing a special assessment the cost of which shall exceed fifty thousand ($50,000) dollars, or is for the making of a capital improvement, the Board shall first secure a Special Resolution approving such expenditure, or if a Special Resolution cannot be obtained, the order of a court.

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(e) If the amount for a special assessment is not fully used for the reason set out in resolution of the Board and the notice to the Owners, the Corporation must pay the excess into the Reserve Fund.

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

(56) DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of any assessments and lien for unpaid assessments, instalments and payments shall be governed by the following terms:

(a) the Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipality or any local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. Subject to the Act and the Regulation, the Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and own client basis from such defaulting Owner;

(b) the Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under the Act include, without limitation, legal fees and disbursements on a solicitor and own client basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to the Act or the Regulation. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and, as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid. In relation to the expenses incurred by the Corporation in relation

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Bylaw (56) continued…

to the registration of a caveat pursuant to this Bylaw (56), the Corporation may charge the Owner in default the legal fees and disbursements associated with preparing, registering, and discharging the caveat, along with the cost of registering and discharging the caveat at the land titles office;

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

(d) notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed 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 judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;

(e) in the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all Mortgagees having an interest in such Owner's Unit;

(f) in the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of sixty (60) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, **provided that** no such acceleration shall affect the interests of or be binding upon any Mortgagee;

(g) notwithstanding all other provisions hereof, the lien, charge or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject also and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of a Mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the Mortgagee shall reasonably require to fully and effectively establish or maintain its priority as the Mortgagee in respect of a Unit title against which it has registered its mortgage; and

(h) all reasonable costs, including but not limited to administration costs, legal costs and disbursements (including costs on a solicitor and own client basis) incurred by the Manager or the Corporation as a result of (i) any act or omission of an Owner or Occupant which violates these Bylaws or any Rules and Regulations; or (ii) securing or enforcing its interests hereunder or taking any remedies to cure any default hereunder, shall constitute a payment due to the Corporation.

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X. ESTOPPEL CERTIFICATES

(57) ESTOPPEL CERTIFICATE

(a) The Corporation shall, on the written request of an Owner, purchaser or Mortgagee, or the solicitor of any Owner, purchaser or Mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:

(i) the amount of any contribution payable by the Owner;

(ii) the frequency at which the contribution is payable;

(iii) the amount of contribution payable that is in arrears, if any; and

(iv) the amount of interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner, the certificate is conclusive proof of the matters certified in it as of the date of the certificate.

(b) Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager 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 incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions, notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

XI. LEASING

(58) LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

(a) in the event that any Owner desires to lease or rent their Unit, they shall furnish to the Corporation an undertaking, in a form satisfactory to the Corporation, signed by the Owner and the proposed Occupant, that the proposed Occupant of the Unit will comply with the provisions of the Act, the Regulation and the Bylaws and that any lease agreement between the Owner and such Occupant shall make provisions for the redirection of rental payments as set out in Bylaw (58)(c) below and provide the undertaking set out in Bylaw (66)(d) below. The Owner shall not be released of any obligations and shall be jointly and severally liable with the proposed Occupant with respect to such obligations. The Occupant, within twenty (20) days of occupancy, must provide to the Corporation a certificate of insurance evidencing the existence of the Occupant's tenant insurance policy;

(b) any Owner desiring to lease or rent their Unit may only do so to an Owner or Occupant of a Residential Unit, the Tower Condominium Corporation, the Phase 2 Condominium Corporation or a Commercial Owner;

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Bylaw (58) continued…

(c) in the event the Owner leases or rents a Unit, the Corporation **is authorized to**:

(i) impose and collect deposits in accordance with the Act and Regulation, being one thousand ($1,000) dollars or one (1) month's rent, whichever is greater. If any deposit is used by the Corporation in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Corporation of its use;

(ii) impose and collect payment of contributions or assessments or Common Expenses under these Bylaws from the Occupant, subject to the restrictions set out in Bylaw (58)(d) below;

(iii) give notices to give up possession of Unit(s) under the Act; and

(iv) make applications to the court under the Act;

(d) no Occupant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom they rent the Unit(s) is in arrears of payment of contributions, in which case the Occupant shall, upon written request by the Corporation, deduct from the rent payable to the Owner, such contributions in arrears and shall pay the same to the Corporation for the purpose of applying that rent against the monthly contributions or assessments in arrears. Any such payment by the Occupant shall be deemed to be a rental payment made to the Owner;

(e) the Board may charge a fee for the security and/or supervision of move-ins and move-outs, a deposit for the elevator key and for protective padding and a security deposit for damage. The Manager must be given at least seventy-two (72) hours' notice by an Owner of any move-in or move-out; and

(f) if the Board collects deposits as set out in Bylaw (58)(c)(i) above, and if the Owner delivers written notice to the Corporation that the Owner is no longer leasing or renting the Unit, the Corporation shall, within twenty (20) days after receiving such written notice from the Owner, either:

(i) return the deposit and any interest earned to the Owner;

(ii) if the Corporation has made use of the deposit in accordance with the Act or these Bylaws, deliver to the Owner: (A) a statement of account showing the amount used (including an itemized list of the deductions from the deposit and the purpose for which each deduction was made) and interest earned, if any; and (B) the balance of the deposit not used and interest earned, if any; or

(iii) if the Corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the Owner an estimated statement of account showing the amount it intends to use and, within sixty (60) days after delivering to the Owner the estimated statement of account, deliver to the Owner: (A) a statement of account showing the amount used (including an itemized list of the deductions from the deposit and the purpose for which each deduction was made) and interest earned, if any; and (B) the balance of the deposit not used and interest earned, if any.

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XII. NOTICES

(59) NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or these Bylaws shall be well and sufficiently given if:

(a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or these Bylaws shall be well and sufficiently given if:

(i) sent by prepaid mail to:

(A) the Owner at the address of the Owner's Residential Unit or other known address;

(B) the address shown on the Certificate of Title to the Unit at the Land Titles Office;

(C) the Corporation at its address for service shown on the Condominium Plan; or

(D) a Mortgagee at its address supplied to the Corporation;

(ii) put under the door or in the mailbox of the Owner's Residential Unit; and/or

(iii) sent by facsimile or email to the number or address previously supplied to the Corporation.

(b) Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a Mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or Mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

(c) Where an Owner has requested and consented to receive communications from the Corporation by electronic means and has provided an electronic address for this purpose:

(i) the Corporation shall, subject to Bylaw (59)(c)(iii) below, send notices including, without limitation, minutes, notices of meetings or non-compliance with these Bylaws and notifications of new Rules and Regulations by electronic means to that address;

(ii) where the Corporation provides notices to an electronic address, the notices and any attachments to the notices must be sent in a manner that is capable of being indefinitely retained by the recipient;

(iii) the Corporation is required to send notices to electronic addresses pursuant to this Bylaw (59)(c) only if the electronic address is:

(A) an e-mail address, or

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(B) some other form of electronic address that is permitted by the Rules and Regulations or that is acceptable to the Board, as signified by a Board resolution;

(iv) a notice or notification sent in accordance with this Bylaw (59)(c) is considered to have been received by the Owner twenty four (24) hours after it is sent by electronic means to the electronic address referred to in Bylaw (59)(c)(iii); and

(v) an Owner shall ensure that the Corporation is notified if the electronic address provided by him or her changes.

(60) NOTICE OF DEFAULT TO MORTGAGEES

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee, if such default continues for a period of ninety (90) days.

XIII. MISCELLANEOUS

(61) TERMINATION AND ACTIONS ON TERMINATION

(a) If the condominium status of a building or parcel is being terminated and such termination includes a transfer of the parcel or any part of it, **before** the Corporation proceeds with a transfer of a parcel or part of a parcel, the Corporation shall comply with any notice, meeting and consent requirements set out in the Act and the Regulations.

(b) Subject to the provisions of the Act, upon termination of the Condominium Status for any purpose:

(i) all debts and liabilities of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors, or otherwise in accordance with the principles set forth in Bylaw (54)(d)(ii), subject to the interests of any Mortgagees;

(ii) the Board shall become manager of the Parkade and agent for the Owners in respect of the day-to-day affairs of the Project, and for the purpose of entertaining any offer to purchase made to the Owners in respect of the Parkade; and

(iii) all decisions of the Corporation and the Board shall continue to be binding upon the Owners in the same manner and having the same effect as if the Condominium Status continued, notwithstanding the termination of such Condominium Status.

(62) REALTY TAXES

The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act, such realty taxes and other Municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

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(63) NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or enure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:

(a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

(b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and

(c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw (8).

(64) AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and Mortgagee, a notice or memorandum of any proposed amendments, additions or repeals at least fourteen (14) days prior to the date of any such Special Resolution. Any amendment, addition or repeal authorized by a Special Resolution does not take effect until a copy of such amendment to the Bylaws is filed by the Corporation and registered at the Land Titles Office.

(65) CHANGE OF LEGISLATION

Should the Act or Regulation be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act or Regulation which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and/or Regulation, and to use all remedies available to it under the Act and Regulation.

XIV. RESTRICTIONS ON USE

(66) USE AND OCCUPANCY RESTRICTIONS

The use and occupancy of all Units shall be governed by the following terms:

(a) An Owner or Occupant **shall not**:

(i) use a Unit, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project or use a Unit, or any part thereof, for any commercial, professional, business or other purpose that involves the attendance of the public at such Unit;

(ii) use any musical instrument, audio system, power tool or other device within a Unit which, in the reasonable opinion of the Board, causes a disturbance or interferes with the comfort of other Owners or Occupants;

(iii) keep any pet of any kind at any time in a Unit or on the Common Property or on any Corporation Property;

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Bylaw (66)(a) continued…

(iv) use or permit the use of the Unit other than for parking or storage purposes, as applicable, subject to Bylaw (66)(a)(i) above;

(v) permit any personal property to be hung on any pipes, wires, cables or other facilities within the Unit or Common Property;

(vi) use a drain or other plumbing fixture for a purpose other than that for which it is constructed;

(vii) allow a Unit or the area around the Unit to become unsanitary, unsightly, untidy or unclean. The Board shall be at liberty to remove any rubbish or clean up the area around such Unit to its satisfaction and charge the expense to the Owner;

(viii) make or permit noise in or about any Unit or the Common Property, allow any odour to emanate or escape from the Unit or conduct themselves in any manner, or obstruct any sight line which, in the sole opinion and discretion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners or Occupants. No workmen or contractor shall be permitted to do any work in any Unit that would unreasonably disturb any other Owners or Occupants without the prior written consent of the Board;

(ix) do any act or permit any act to be done, or alter or permit to be altered the Unit in any manner, which will alter the exterior appearance of the building, including the painting of any portion of the Building or exterior surface of walls without the prior written consent of the Board;

(x) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Common Property without the prior written consent of the Board;

(xi) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation any of the following: clothes lines, clothes, boots, shoes, personal belongings, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, extension cords, decorative or seasonal lights, shades or screens, or any other matter or thing without the prior written consent of the Board, which consent may be subsequently withdrawn, in which case the Owner shall forthwith remove the item. No air-conditioning equipment, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be placed on Common Property without the prior written consent of the Board;

(xii) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials (normal cleaning products, related household goods and a natural gas or electric barbeque or patio heater excepted) in a Unit or on the Common Property, without the prior written consent of the Board. The use or storage of propane bottles on the Project is prohibited;

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Bylaw (66)(a) continued…

(xiii) do anything or permit anything to be done in a Unit, or upon the Common Property or the Corporation Property or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

(xiv) do anything or permit anything to be done in the Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether federal, provincial, Municipal or otherwise;

(xv) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, lawns or other landscaping and shall not place chairs, tables, children's play things, devices, toys or other objects on the Common Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;

(xvi) deposit customary refuse, recycling, garbage, and food or yard waste in the Parkade, including but not limited to the Unit, other than in properly secured non-drip garbage bags and placed in the bins provided by the Corporation. All recyclable items, for which bins are provided in the garbage and recycling enclosure, shall be carried in non-drip containers, (or collapsed, in the case of cardboard boxes) and placed in such bins. All food and yard waste shall be separated by the Owner and carried in non-drip containers or compostable bags or liners and placed in the bins provided by the Corporation in the garbage and recycling enclosure. All bulk waste items such as discarded household furnishings, electronic equipment, appliances, oils, paints, tires, construction materials, packing cartons or crates, which the Municipal Solid Waste Services Department will not normally collect, shall be removed from the Project by the Owner or Occupant at the Owner's or Occupant's sole cost and expense. Except as aforesaid, no Owner or Occupant shall leave garbage or refuse of any kind in the Parkade;

(xvii) erect, place, allow, keep or display signs, billboards, advertising matter, realtor "For Sale" or "For Rent" signs, realtor lock boxes or other notices or displays of any kind on the Common Property or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board and the Municipality (if applicable), **provided however** this rule shall not apply to the Developer or any of its successors or assigns;

(xviii) permit any family members, invitees, licensees, servants, visitors or guests to trespass on the part of the Parcel to which another Owner or Occupant is entitled to exclusive occupation;

(xix) in regard to parking and operating a Private Motor Vehicle on the Project:

(A) use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a parking area or Parking Unit. No parking is allowed on the common roadway,

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Bylaw (66)(a) continued…

Parkade driveway, or in any area marked as "Fire Lane". No parking is allowed on any hard or soft landscaped areas;

(B) wash Private Motor Vehicles anywhere on the Project;

(C) carry out any repairs or adjustments to Private Motor Vehicles anywhere on the Project;

(D) bring onto the Project any vehicles other than Private Motor Vehicles without the written consent of the Board or the Manager, or duly authorized nominee thereof, save in the course of delivery to or removal from the respective premises;

(E) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, buses or any type of motorhome, recreational vehicle or equipment to be parked or stored anywhere on the Common Property or in a Parking Unit;

(F) no Owner or Occupant shall park in spaces designated as visitor parking or accessible parking at any time except as approved by the Board;

(G) keep on the Parcel, any Private Motor Vehicle which is not currently licensed or not in operating condition without the prior written consent of the Board;

(H) drive any Private Motor Vehicle on the Parcel at a speed in excess of the posted maximum limit or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

(I) carry on any type of business in a Parking Unit;

(J) erect any structures, improvements or fixtures and finishings on or add to the Parking Unit in any manner without the prior written consent of the Board. No storage of boxes, paints, propane tanks, tires or other items is permitted in a Parking Unit;

(K) no propane vehicles shall be brought into the Parkade;

(L) use portions of Common Property adjacent to the Parking Unit other than for access to and egress from such parking area;

(M) charge any electric Private Motor Vehicle, whether by trickle charge or otherwise, in the Parkade without the prior written consent of the Board;

(N) park any Private Motor Vehicle in the Parking Unit or in any parking area which leaks oil or grease or leaks any gasoline or antifreeze or which is in any other way, offensive or hazardous. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible;

(O) allow the Parking Unit to become or remain in an untidy or unsightly condition **provided that** the Corporation shall be responsible for structurally maintaining such Parking Unit to a standard considered reasonable by the Corporation and the Corporation shall have the right of entry and access to any such

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Bylaw (66)(a) continued…

Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto;

(xx) sell, lease, allow use of or otherwise dispose or divest themselves of a Unit except to a current Owner or Occupant of a Residential Unit (whether by sale, lease or otherwise), a person acquiring a Residential Unit, a Commercial Owner, the Corporation, the Tower Condominium Corporation or the Phase 2 Condominium Corporation, and then only subject to the terms and conditions hereof, the intent being that at all times the Unit shall be available for use only by the condominium corporations associated with the Project, the Owners or Occupants of the Residential Units and the Commercial Property;

(xxi) mortgage a Unit or otherwise encumber a Unit unless the mortgage or encumbrance also includes the corresponding Residential Unit, such that in the event the Mortgagee or encumbrancee is forced to realize on its security and effect a sale or other disposition of the Residential Unit, such sale or other disposition shall include the sale or other disposition of the Unit;

(xxii) obstruct or permit any walkways, passages, driveways or parking areas to be obstructed by family members, invitees, licensees, servants, visitors or guests or their vehicles;

(xxiii) use and enjoy the Common Property other than in compliance with these Bylaws and all Rules and Regulations or unreasonably interfere with the use and enjoyment thereof by other Owners and Occupants or their families or visitors. An Owner or Occupant shall be courteous to and respect the rights of other Owners or Occupants, their families and visitors;

(xxiv) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;

(xxv) prevent or prohibit access to and use of electrical plugs or water taps on the Owner's Unit for purposes of maintaining the Common Property;

(xxvi) make or cause to be made any structural, common mechanical, common plumbing, common drainage, gas or common electrical system changes, alterations or additions to the Unit or any structural alterations to be made to any Unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Board may request the disclosure of all contractors and sub-contractors and evidence of appropriate insurance coverage and permits. An Owner may be required to pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established by the Board from time to time, which damage deposit, if any, shall be held by the Corporation during the time in which renovations are being carried out to the Unit. The Owner requesting such approval also agrees to pay the cost of any engineer or architect or other expert reasonably engaged by the Board to review the design and specifications or advise the Board. Any

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Bylaw (66)(a) continued…

alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

(xxvii) place, install or affix any mats, carpets or similar coverings on any Common Property adjacent to the Unit;

(xxviii) use any area outside of the Unit for the storage of personal belongings or other goods and chattels or allow or cause any personal effects or articles belonging to the Owner or Occupant to be kept anywhere except inside the Unit when not in actual use, and each Owner and Occupant will comply with all requests of the Board or its representatives that all personal effects or articles belonging to an Owner or Occupant be put away inside such Unit when not in actual use;

(xxix) cook within the Parkade;

(xxx) store any bicycle anywhere other than in a Storage Unit or bicycle racks. Bicycles shall not be chained to any Building railings and must not be taken through the Building to a Unit;

(xxxi) grow or cultivate or allow the growth or cultivation or any cannabis plant, and any other similar plants used for recreational or medicinal drug purposes, anywhere on the Parcel;

(xxxii) install a hot tub in a Unit or anywhere on the Common Property;

(xxxiii) bring a water bed anywhere onto the Project;

(xxxiv) penetrate the interior of the floors or outside walls with nails or any other objects;

(xxxv) install any sound systems anywhere on the Parcel;

(xxxvi) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems utility areas, building maintenance, storage areas not specifically assigned to an Owner, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

(xxxvii) use or permit to be used any draperies or window coverings. No Owner shall apply any film or tinting to any window without the prior written consent of the Board;

(xxxviii) smoke or allow smoking anywhere in the Parkade. An Owner or Occupant shall not throw cigarette butts, matches, or other smoking or combustible materials anywhere on the Common Property. For clarity, 'smoke' includes, but is not limited to, the smoking of cigarettes, cigars, e-cigarettes, legal cannabis, and any other type of similar item that results in smoke being disbursed from smoking such item;

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Bylaw (66)(a) continued…

(xxxix) install, put in place or leave in place, or allow to be installed, put in place or left in place, any seasonal or other decorations that will be visible from the exterior of the Unit;

(xl) use any Frisbee, ball, skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No playing of street hockey is allowed on the Common Property;

(xli) bring or store on the Common Property any shopping cart, carriage, buggy, trolley or other style of cart for transport of personal belongings or merchandise, other than to unload groceries or parcels, unless all edges to such cart are securely and appropriately padded, and following such use, the Owner or Occupant shall immediately return the cart to the location authorized by the Board;

(xlii) subject to these Bylaws, use or permit any Occupant of the Unit to use, any of the Common Property except in strict accordance with any Rules and Regulations therefor which may be established by the Board from time to time;

(xliii) leave a Unit vacant or unattended to in excess of seven (7) days without inspection by the Owner or his/ her agent; or

(xliv) use any designated loading/unloading area upon the Parcel within the peak hours of 7AM to 9AM and 4PM to 6PM.

(b) The following **shall** govern the use of all Storage Units:

(i) each Owner or Occupant shall use a Storage Unit only for the storage of non-perishable goods, materials, chattels or other property owned by the Owner or Occupant;

(ii) no portion of such Storage Unit shall be used for human or animal occupancy;

(iii) no goods, materials, chattels or other property shall be stored in any such Storage Unit which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;

(iv) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or flammable materials are permitted in the Storage Unit;

(v) each Owner and Occupant agrees that the Corporation shall have the right to enter into the Storage Unit at all reasonable times for the purposes of inspecting the Storage Unit and ensuring compliance with these Bylaws and the Rules and Regulations;

(vi) each Owner and Occupant agrees to keep such Storage Unit securely locked at all times;

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Bylaw (66)(b) continued…

(vii) the Corporation is under no obligation as to the condition, temperature to be maintained or fitness of the Storage Unit for the particular or general purposes of the Owner or Occupant;

(viii) all goods and materials stored in the Storage Unit are at the Owner's or Occupant's sole risk. Each Owner and Occupant acknowledges that they are obligated to obtain and maintain in force sufficient insurance to protect the goods stored in such Storage Unit against any loss suffered by the Owner or Occupant, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each Owner and Occupant agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner or Occupant, their guests, licensees or invitees in or upon such Storage Unit;

(ix) if an Owner or Occupant defaults under any provision of these Bylaws or the Rules and Regulations and such default is not cured to the reasonable satisfaction of the Corporation within seven (7) days after notice of such default has been given to the Owner, the Corporation may terminate such Owner's or Occupant's right to use such Storage Unit and may, at its sole option:

(A) require that the goods and materials of the Owner or Occupant be removed from the Storage Unit forthwith; and

(B) if the Owner or Occupant fails to remove their goods and materials, the Corporation may consider such goods and materials abandoned and enter into the Storage Unit and remove goods to a location of its choice or dispose of such goods and materials. After such disposal, the Corporation is relieved of all further obligations or liability to the Owner or Occupant. It is presumed that any property left or abandoned by the Owner or Occupant does not exceed one hundred ($100.00) dollars in value;

(c) The restrictions in use of Units have the following purposes:

(i) to provide for the health and safety of the Owners and Occupants;

(ii) to maintain the Common Property and Units in such a manner as to preserve property values; and

(iii) to develop a sense of community.

(d) An Owner shall ensure that any Occupants of the Unit comply with these requirements hereof, inclusive; and, upon request of the Corporation, obtain from the Occupants or have the manager who leases the Units on behalf of the Owners obtain from the Occupants an undertaking, in writing, to the following effect:

> "I, _____, as Occupant, covenant and agree that I, my family members, invitees, licensees, servants, visitors and guests from time to time will, in using the Unit(s) occupied by me and all the Common Property, comply with the *Condominium Property Act*, the *Condominium Property Regulations*, R.S.A. 2000, c. C-22, the Bylaws and all Rules and

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Regulations of the Corporation during the term of my occupancy"

(e) POWER OF ATTORNEY – Each Owner hereby irrevocably nominates, constitutes and appoints the Developer, and any successor to the Developer, with full power of substitution, and his/her true and lawful agent, with full power and authority in his/her name, place and stead and for his/her use and benefit to execute, swear, acknowledge, deliver and file as and where required any and all of the following:

(i) any instrument or document relating to a mortgage on the Common Property, including the right to pass a Special Resolution on behalf of all Owners to authorize a mortgage on the Common Property;

(ii) to execute and file with any governmental body or instrumentality of Canada, any province, territory or municipality (including the Municipality), specifically including the Land Titles Office, any documents necessary in relation to these Bylaws;

(iii) to permit the transfer of the mines and mineral titles included in the Lands to the Corporation if the same are not incorporated in the Condominium Plan subdivision; and

(iv) to execute and deliver all such other documents or instruments on behalf of and in the name of the Owner as may be deemed reasonably necessary by the Developer to carry out fully the provisions of these Bylaws in accordance with their terms.

(67) RULES AND REGULATIONS

(a) At least thirty (30) days before a new Rule and Regulation is to come into effect, the Corporation shall:

(i) provide written notice of the new Rule and Regulation by either:

(A) delivering it to each Owner's Residential Unit; or

(B) posting it in an open and conspicuous Common Area to which all Owners and Occupants have access; and

(ii) serve written notice of the new Rule and Regulation on all Owners who do not reside in a Residential Unit.

(b) The Corporation may establish a Rule and Regulation that comes into effect immediately on notice being provided by the Corporation to all the persons listed in Bylaw (67)(a) if the rule addresses a safety concern, a security concern or an emergency, and ceases to apply when the safety concern or the emergency no longer exists.

(c) If there is a conflict or inconsistency between an Ordinary Resolution, Special Resolution and a Rule and Regulation, the Ordinary Resolution or Special Resolution, as applicable, prevails to the extent of the conflict or inconsistency.

XV. PERSONAL INFORMATION

(68) PERSONAL INFORMATION

It is acknowledged by each Owner and Occupant that the Corporation has, must, and will collect certain personal information from Owners and Occupants in order to perform its

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functions pursuant to these Bylaws. The Corporation shall endeavour to comply with all applicable privacy laws and with the Corporation's Privacy Policy. For more information about the Corporation's Privacy Policy, Owners should contact the President of the Corporation at the Corporation's registered address and/or the Manager.

XVI. DISPUTE RESOLUTION

(69) MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43 as amended or replaced from time to time.

(70) TRIBUNAL

If permitted by the Regulation, an Owner, Occupant, member of the Board, the Developer, or any other party defined in the Act as an "interested party" may apply to the Tribunal to hear a dispute in relation to these Bylaws.

(71) RESTRICTED AREAS

(a) Owners and Occupants shall have no rights to:

(i) an area designated by the Corporation from time to time for exclusive use by any of the Owners for any other purpose; or

(ii) areas reserved for exclusive use of the Corporation for the purpose of operating the Building and any amenities or for any other purpose of the Corporation.

However, the Corporation (through agents or appointees if necessary) may enter upon the above noted restricted areas to carry out the purposes and duties of the Corporation as set forth in the Act or these Bylaws, including but not limited to entering into Units to obtain access to such exclusive use areas. The Corporation will carry out any of its duties or obligations in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owners or Occupants as is possible. Where any excavations or workings are made or done in connection with the Corporation's duties or obligations, the Corporation shall, so far as reasonably practicable, restore the affected property to its former condition.

XVII. EASEMENTS AND COST SHARING AGREEMENTS

(72) MUTUAL EASEMENTS AND COST SHARING AGREEMENTS

(a) The Developer, on behalf of the Corporation, is authorized to enter into the ECR Agreement and any other mutual access easement arrangements or cost sharing arrangements which are determined by the Developer in its sole discretion to be reasonably necessary or appropriate with the Municipality, the Tower Condominium Corporation, the Commercial Owner(s) and/or the Phase 2 Condominium Corporation, which provides for the efficient use and development of the Project and the proportionate and equitable sharing of costs and expenses on a reasonable basis as a comprehensive mixed use Building and multi-phased Project. The Corporation is conclusively deemed authorized to assume and ratify the ECR Agreement and all other such easements and agreements.

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(b) In the event any amendment or revision is required to the ECR Agreement, the Owners hereby irrevocably authorize and irrevocably appoint, as their attorney and agent, the Corporation to execute any such documents, agreements, or authorizations required to give effect to any such amendments.

(c) In respect of the Units, the individual Owners shall be entitled to all benefits and subject to all burdens associated with the easements granted in the ECR Agreement with affect the Units.

(d) In respect of the Common Property, the obligations of any owner of any deemed or common interest in any Strata Lot who, as grantor, has granted an easement set forth herein, shall be deemed to vest exclusively with the condominium corporation formed in respect of that Strata Lot and not with the individual Owners, provided however that the Owners shall use their best efforts and vote their shares in the Corporation to ensure, and not take any steps to prevent, the Corporation from performing and honouring all the provisions set forth herein as they relate to the Common Property, Corporation Property, or both.

(e) The Owners acknowledge and agree that the interests of the Owners under the ECR Agreement shall be exclusively represented by the Corporation. The Corporation shall be exclusively deemed to be appointed the lawful attorney and agent on behalf of all Owners for the purposes of any and all legal proceedings amending the ECR Agreement, or subsequent or collateral agreements, or for the purposes of providing any required consent, authorization or assurances to the Land Titles Office or other parties in respect of the ECR Agreement or any matter related thereto.

XVIII. DEVELOPER'S RIGHTS AND TERMINATION OF INITIAL AGREEMENTS

(73) DEVELOPER'S RIGHTS

During such time as the Developer or its successors or assigns is the Owner of one (1) or more Units, the Phase 2 Parcel or one (1) or more Phase 2 Units:

(a) development of the Units, including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Units or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist the development until the completion of construction of the Project. A member of the Board or officer of the Corporation shall have the power, on behalf of the Corporation, with or without resolution of the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for doing so;

(b) the Developer shall be entitled to, and have the right to maintain a reasonable number of Units and the Common Property, whether owned or leased by it, as display sites and to carry on all sales and leasing functions it considers necessary

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from such sites including the erecting, placing, hanging, keeping or displaying of signs, billboards, advertising material or marketing notices around such Units and on the Common Property, all in the discretion of the Developer;

(c) the Developer, its agents, employees and mortgage inspectors shall have the right to enter into any Unit and the right of access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities;

(d) the Developer shall have the right to amend these Bylaws at any time prior to the Condominium Plan registration, or following the Condominium Plan registration, in accordance with the Act;

(e) notwithstanding anything to the contrary contained in these Bylaws, the Developer shall not be obliged to observe Bylaws (66)(a)(x), (66)(a)(xvii), (66)(a)(xx), (66)(a)(xxi), (66)(a)(xxiv), (66)(a)(xxvi) and (66)(a)(xxxvi);

(f) until such time as the first annual General Meeting of the Owners (not comprised solely of the Developer) following the Condominium Plan registration, the Developer shall be entitled, through its nominee(s) on the Board, to exercise all of the powers vested in the Board by these Bylaws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal fees, reasonably incurred in connection with any action, suit or proceeding to which the Developer or its representatives may be made a party by reason of fulfilling the duties of the Board; and

(g) without limiting the general rights and powers of the Developer to exercise the duties of the Board prior to the first annual General Meeting of the Owners, the Developer shall have the right to permanently assign Units to Residential Units with the sale of each Residential Unit, and may, if it elects to do so, grant leases for such Units pursuant to the Act and these Bylaws on behalf of the Corporation, which right of assignment or lease shall only be extinguished following the sale of all Units in the Project.

(74) TERMINATION OF AGREEMENTS

(a) Subject to Bylaw (74)(b) below, the Corporation may, at any time after its Board first consists of directors who were elected when Owners who were at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors for all the Units, and despite any term to the contrary within such agreement, terminate a management agreement that was entered into by the Corporation at a time when its Board consisted of members who were appointed or elected when persons not at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors of all the Units.

(b) Such management agreement may not be terminated as set out in Bylaw (74)(a) above without cause until one (1) year has elapsed from the day such agreement was entered into, unless the agreement permits termination at an earlier date. The Corporation must give at least sixty (60) days' written notice, or any shorter notice specified in such agreement, to the other party to the agreement of its intention to terminate the agreement.

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Bylaw (74) continued…

(c) Other than the agreements set out in Bylaw (74)(d) below, the Corporation may terminate an agreement within twelve (12) months after the time at which the Board first consists of directors who were elected when persons who were at arm's length from the Developer owned or held Units representing more than fifty (50%) percent of the total Unit Factors for all the Units, despite any term to the contrary within such agreement. The Corporation must give written notice of the termination date to the other party to the agreement at least sixty (60) days' written notice, or any shorter period specified in the agreement, before the termination date.

(d) For the purpose of Bylaw (74)(c) above, the following agreements cannot be terminated by the Corporation:

(i) easements;

(ii) restrictive covenants;

(iii) exclusive possession agreements, including leases entered into pursuant to these Bylaws;

(iv) mutual use agreements among the Corporation and the Tower Condominium Corporation, the Commercial Owner(s) and/or the Phase 2 Condominium Corporation;

(v) agreements for the provision of electricity or natural gas for a term of less than five (5) years;

(vi) agreements respecting an alternative or renewable energy system; and

(vii) any other form of agreement specified in the Act or Regulation.

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CONDOMINIUM MANAGEMENT AGREEMENT

(full service agreement)

BETWEEN

ASSET WEST PROPERTY MANAGEMENT LTD.
A body corporate incorporated under the laws of the Province of Alberta

OF THE FIRST PART

AND

Condominium Corporation _____
Commonly known as**: ERA (Low Rise) by Minto Communities**
located in : **Calgary Alberta**

OF THE SECOND PART

Dated this _____ day of _____ 20___

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CONDOMINIUM MANAGEMENT AGREEMENT ***(Full Service Agreement)***

THIS AGREEMENT made this _____ Day of _____, 20___

BETWEEN

Condominium Corporation _____
Commonly known as**: ERA (Low Rise) by Minto Communities**
located in : **Calgary Alberta**

A Corporation duly constituted under The *Condominium Property Act*
(Hereinafter called the "Corporation")

OF THE FIRST PART

and

ASSET WEST PROPERTY MANAGEMENT LTD
A body Corporate with an office in the Town Of Canmore in
the province of Alberta
(Hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS pursuant to the provisions of the *Condominium Property Act (Alberta) and all regulations related thereto (collectively the "Act")* ("the Act") and the Bylaws (the "Bylaws") of the Corporation, the Corporation wishes to engage a manager to assist in the operation and management of its **Condominium** complex (hereinafter called the "condominium") for and on behalf of its Owners; and,

WHEREAS the Manager has offered to render management services to the Corporation for the remuneration and subject to the terms and conditions hereinafter set forth; and

WHEREAS the Corporation wishes to employ the Manager to manage the condominium; and,

WHEREAS the Corporation is authorized to engage the Manager as hereinafter provided;

WHEREAS the Board of Directors of the Corporation is authorized to direct the Manager on behalf of the Corporation; and

NOW THEREFORE, this agreement witnesses that, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Corporation hereby agrees to employ the manager to manage the condominium:

   (a) if this contract is with the developer of the condominium on behalf of the condominium being formed, for a period of **12 months (1 year)** effective _____**;** or,

   (b) if this contract is with an existing condominium Corporation, for a period of **12 months (1year)** effective _____**;** and,

   there after for further 1 year periods from time to time unless on or before 60 days prior to the expiration of the initial term or any renewal term, either party hereto shall notify the other in writing that it elects to terminate this agreement at the end of the said period, and subject to

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the termination provisions set out in the Act, or the termination provisions set out in section 14. .

2. The Manager agrees to manage the condominium to the extent, for the period and upon the terms and conditions herein provided. More particularly, the Manager agrees to perform and provide the services of manager for and in the name of and on behalf of the Corporation, and the Corporation hereby grants the Manager such authority and power as required by the Manager to perform or cause performance of such services, and, the Corporation agrees, upon request to execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals or directions in connection with the foregoing. The Managers duties include those tasks and services set out in the Description of Manager's Duties and Services as set out in Schedule "B" annexed hereto and forming an integral part hereof.

3. In connection with the Managers performance of its duties and obligations under this Agreement, it is expressly agreed:

(a) At all times the Manager shall act in the best interests of the Corporation and all information on the development, management or disposal of the condominium, or of any units or part thereof, and of the Corporation, whether financial or otherwise, shall be treated and held confidentially, provided that in contracting for the services of others the Manager shall be subject to and shall be entitled to comply with clause 11 hereof.

(b) The Manager shall use its best commercial efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to the Condominium or any Unit of the Condominium and, if such a claim or lien shall be filed in respect of such work, it shall forthwith take all necessary steps to have the same removed and discharged.

(c) The Corporation and the Manager shall periodically consult with each other with a view to revising the Bylaws and any rules and regulations to further the harmonious and satisfactory operation of the Condominium for the common benefit of all Unit Owners. At the request and cost of the Corporation, the Manager agrees to forward to the Owners copies of any revised Bylaws, rules or regulations with a covering explanatory letter or memorandum.

(d) The Manager shall not be responsible for failure to perform or have performed any of the above services where such failure is caused by strikes, unavoidable casualties or any other cause beyond the reasonable control of the Manager, except lack of finances of the Manager.

(e) The Manager shall not be responsible for:

(i) The collection of chronically delinquent condominium contributions, chronically late special assessments and any and all other chronically late collections from Owners;

(ii) The completion of construction or remedial work or the maintenance of or repairs to individual dwelling units, or the building of the Condominium, or portions of the units, or privacy areas, or adjacent lands that do not form/constitute part of the common property (such maintenance and repairs shall be the responsibility of the individual Owners or the Corporation, as the case may be); and

(iii) Acting as liaison between the individual Owners;

(f) The Manager shall not be required to be the custodian of the official records and documents of the Corporation: and such records and documents shall be retained by

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an officer of the Corporation; and the Manager will not be required to record and distribute minutes of the meetings of the Board of Directors or the Corporation.

(g) The Manager shall not make any single expenditure nor incur any contractual obligation exceeding FIVE HUNDRED DOLLARS ($500.00) unless:

(i) such sum or expenditure or obligation has been provided for in the current budget approved by the Corporation; or,

(ii) the Manager has first obtained the prior written consent of the Board of Directors, unless such expenditure or obligation or provided for in the current budget approved by the Corporation for the Condominium; or,

(iii) such sum or expenditure or obligation is reasonably required in connection with emergency conditions which may involve a danger to life or property or may threaten the safety of the Condominium, which may include without limitation to the generality of the foregoing the possible suspension of any necessary service to the Condominium; and, provided further that no such consent shall be required to repay any loan made by the Manager pursuant to the terms this Agreement.

(h) The Corporation shall from time to time designate a single individual who shall be authorized to deal with the Manager in respect of any matter relating to the management of the Condominium. In the absence of any other designation by the Corporation, the president of the Board of the condominium shall have this authority.

4. In effecting all financial transactions pertaining to the Corporation:

(a) The Manager agrees that all monies received by it on behalf of or from the Corporation shall be deposited with in the time limits set out in the Act and kept in a separate trust account in a Canadian chartered bank or trust company or an Alberta Treasury Branch, registered In Trust For (ITF) the name of the Corporation, selected by the Manager, but the Manager shall not be responsible for or held accountable for the payment to the Corporation of any interest thereon, unless funds surplus to the current requirements of the Corporation are deposited in special term deposit accounts with such bank or trust company. Unless the Corporation otherwise directs, the Manager shall use its best discretion in obtaining such term deposits. The Manager and the Corporation acknowledge that they are aware of the investment limitations of Section 43 of the Act and the provisions in regard to the investment of Corporation funds under the Regulations to the Act.

(b) All expense from operation and management shall be paid from the funds the Manager receives from or on behalf of the Corporation and deposited in accordance with clause 5(a) hereof, and the Manager is authorized to pay any amount owed to the Manager by the Corporation from such account at any time without prior notice to the Corporation. The Manager shall have no obligation to loan funds to the Corporation for any purpose whatsoever.

5. The Corporation hereby grants to the Manager and confirms that the Manager shall and is hereby authorized to effect any and all remedies, rights and powers of the Corporation granted under either or both of the Act (inclusive of all Regulations thereunder) and the Bylaws of the Corporation, to enforce the Bylaws of the Corporation and collect all assessments of contributions levied on behalf of the Corporation, and this shall be sufficient direction and authority in regard to such authority of the Manager.

6. The Manager represents that the Manager is and shall remain licensed to act as a property manager as may be required by law in Alberta, and that all of its employees who are responsible for the safekeeping of any monies of the Corporation are bonded to the Manager by a fidelity bond. The Manager also agrees, at the Corporation's written request and cost, to

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obtain and maintain a fidelity bond, at the Corporation's expense, for the benefit of and naming the Corporation herein, and any such bond shall be in an amount not less than one-half (1/2) of the approved budget of the Condominium in any given fiscal year and shall include the total amount of any contingency and reserve funds. The Manager agrees, from time to time (reasonable in the circumstances) at the request of the Corporation, acting reasonably, to provide evidence of the bonds described herein.

7. In consideration for the services rendered by the Manager to the Corporation, the Corporation agrees to pay to the Manager and compensate the Manager as follows:

   (a) the sum described as the Periodic Payment in the Schedule of Fees annexed hereto as Schedule "A" and forming an integral part of this Agreement; and,

   (b) the sum described as the Hourly Rate Fee in the Schedule of Fees annexed hereto as Schedule "A" and forming an integral part of this Agreement, for each hour spent for additional services (1 hr min) not specifically provided for in the Agreement, including, but not so as to limit the generality of the foregoing:

      (i) The time of the Manager incurred in calculating and billing interest, additional charges/levies, etc (as directed by the Corporation) on delinquent assessments and charges;

      (ii) The time of the Manager (and costs and disbursements) incurred in any proceeding involving the Corporation, including the commencement and prosecution on behalf of the Corporation;

      (iii) The time of the Manager incurred in administering, supervising, or managing any new or replacement construction or repairs to the Condominium; the time of the manager incurred in attending to, supervising, or managing any possible or actual insurance claim matters;

      (iv) The time of the Manager (and costs or disbursements) incurred in performing clerical services such as the preparation and circulation of notices and newsletters and general correspondence of the Corporation and in producing and providing documents required to be given by the Corporation pursuant to the Act;

      (v) The time of the Manager incurred in investing surplus funds of the Corporation, unless such funds are deposited in an interest bearing savings account of a special term deposit at the bank of the Manager; and

      (vi) The time of the Manager (and costs or disbursements) incurred in giving notices to give up possession of Units under Section 54 of the Act and in making application to the Court.

8. The fees set forth in clause 8 above, generally include cost to the Corporation for the Manager or an officer or employee thereof, at the request of the Corporation, to be in attendance of a certain number of meetings of the Board of Directors of the Corporation per year and a certain number of Annual or Special General Meeting of the Owners per year; **provided that** fees may be charged for attendance at such meetings in accordance with the Meeting Fee Criteria in the Schedule of Fees annexed hereto as Schedule "A" and forming an integral part of this Agreement. The Manager will arrange for and assist with planning and set up for the Annual General Meeting including booking the facility at no additional charge from the Manager.

9. The Manager acknowledges that it has received and is aware of the provisions of the Bylaws of the Corporation and the Act. The Manager is not responsible for compliance by the Corporation or by the Owners in respect to any ordinances, laws, rules or regulations and whether municipal, provincial, federal or made by a public authority or official thereof having jurisdiction over it, except to notify the Corporation promptly of any orders, complaints,

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warnings, notices, summonses or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, the Condominium complies with all such requirements and agrees to indemnify and hold harmless the Manager, its agents, servants and employees, of and from all loss, cost, damage, expense or liability whatsoever which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations, except where unlawfully or negligently omitted or violated by the Manager or any of its agents, servants or employees.

10. The Manager may engage or use any person, firm or company associated, affiliated or otherwise connected with it, including a parent or subsidiary company (hereinafter called an "Affiliate"), to perform any work or services for the Corporation within the scope of the Manager's duties pursuant to the terms and conditions of this Agreement, without being in breach of any fiduciary or contractual relationship with the Corporation, provided that any work or services to be performed shall not be performed by any affiliates unless the Manager has either first obtained the approval thereto in writing of the Board of Directors and has obtained at least three (3) comparable quotes from parties other than such Affiliate, and at a cost not exceeding the lowest of such tenders. The Manager shall abide by the Act, as amended from time to time, or any legislation passed in substitution therefore and the Bylaws of the Corporation, as amended from time to time, and each party hereto acknowledges and agrees that this Agreement is subject to the provisions of the Act and Bylaws insofar as they are applicable to this Agreement and, in the event of any conflict in this Agreement, the Act and the Bylaws shall prevail. The Manager agrees that it will perform its duties and obligations in a manner consistent with the Bylaws of the Corporation.

11. The Corporation covenants and agrees with the Manager as follows:

(a) To indemnify, defend and save the Manager harmless from and against all claims, demands, actions, causes of actions, and suits in connection with the Condominium and from liability for damage to property and injuries to or death of any Unit Owner, or any officer, agent, or employee or the Corporation or other person whomsoever, except in those cases where the Manager has been adjudged to be grossly negligent or has committed an unlawful act, and to carry, at its own expense, public liability, property damage and personal injury liability insurance naming the Corporation and the Manager as insured's, which insurance shall be in such form, substance and in amounts satisfactory to the Manager and the Corporation and comply with the requirements of the Act and the Bylaws, and to furnish to the Manager certificates or memoranda evidencing the existence of such insurance upon request. The Corporation shall provide such insurance and furnish such certificates or memoranda within thirty (30) days from the date of this Agreement;

(b) To pay all expenses incurred by the Manager as legal fees for counsel employed to represent the Manager or the Corporation in any proceeding or suit involving an alleged violation by the Manager or the Corporation, or either of them, of any provision, statute, ordinance, law or regulation, but nothing herein contained shall require the Manager to employ counsel to represent the Corporation in any proceeding or suit; provided that, if the Manager shall have been finally adjudged to be grossly negligent or has committed an unlawful act, the manager shall bear the sole responsibility for fees of its counsel;

(c) To provide the Manager with all documents and records available to the Corporation which may be required by the Manager to properly manage and operate the Condominium and to perform its duties hereunder, including, but not so as to limit the generality of the foregoing, a summary or list, as amended from time to time, indicating Ownership, occupant, and mortgagee of each unit of the Condominium; and

(d) To provide the Manager with a copy of the Bylaws of the Corporation and to notify the Manager from time to time of any amendments or additions thereto.

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(e) The Manager may assign this contract with 60 days written notice to the Corporation, with the written approval/consent of the Board of Directors; such approval may not may not be arbitrarily withheld by the Board of Directors. Notwithstanding the foregoing this contract maybe assigned without consent in the event of corporate amalgamation involving the Manager.

(f) Subject to the limitations set out herein, to allow and provide access to the Manager to place, and or erect, its sign on the condominium property thereby providing notice and information to the residents, Owners, and neighbors of the appointed manager; provided the Manager complies with all municipal bylaws and obtaining any licenses or permits required for such signs.

12. In the event of any dispute arising between the parties hereto relating to any question of construction or interpretation of this Agreement or of the privileges, rights, duties, or liabilities of the parties hereunder, or of either of the parties, such dispute shall be submitted to arbitration by notice given by either party to the other. Upon such notice being given, the dispute shall be determined by a panel of three (3) arbitrators, one (1) to be named by each party hereto (and the third being appointed by the arbitrators appointed by the parties), and each party shall name its arbitrator within thirty (30) days of giving notice as herein provided, and the third arbitrator shall be selected by these two (2) arbitrators within seven (7) days after both have been nominated. If either party shall neglect or refuse to name its arbitrator in the time specified, to proceed with the arbitration, the arbitrator named by the other party shall proceed with the arbitration, and the award of such arbitrator shall be final and binding upon both parties. If the third arbitrator is not named within the stated seven (7) day period, either party may make application the Court of Queen's Bench of Alberta for the appointment of a third arbitrator. The arbitrators shall have all the powers given by the *Arbitration Act of Alberta*, as amended, or any legislation passed in substitution therefore, or replacement thereof, and may at any time proceed in such manner as they may see fit on such notice as they deem reasonable in the absence of either party if such party fails to attend. Each party shall pay its own costs and shall share equally the costs of the arbitration. The award and determination of the arbitrators shall be final and binding upon both parties hereto, and each party agrees not to appeal any such award or determination.

13. Notwithstanding any other provisions hereof, this Agreement shall terminate upon any of the following events:

(a) The insolvency or bankruptcy of the Manager or upon the Manager taking any steps to wind up its business voluntarily, or otherwise;

(b) On the termination of the condominium status of any building within the Condominium Plan as it presently exists or as it may be amended;

(c) If the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder;

(d) On the Manager ceasing to be licensed as may be required by law in Alberta; and

(e) By the Manager, at the discretion of the manager, on 60 days written notice to the Corporation.

14. In the event of any third party complaint, defect, failure and omission on the part of the Manager, the Corporation may give the Manager thirty (30) days notice to cure such complaint, defect, failure or omission and provided that such complaint, defect, failure or omission is within the control of the Manager and has not been cured or dealt with to the reasonable satisfaction of the Corporation within such time, then, upon further written notice given by the Corporation to the Manager, this Agreement shall terminate on the last day of the month during which such notice was given.

15. Upon termination or expiration of this Agreement:

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(a) The Manager shall, within a reasonable time thereafter, not to exceed ninety (90) days, render a final accounting to the Corporation and pay over any balance in the Manager's trust account remaining to the credit of the Corporation, less any amount necessary to satisfy commitments made by the Manager pursuant hereto prior to the date of termination.

(b) The Manager shall deliver to the Corporation all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Condominium, and the Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all such contracts, records, files and other documents or information subsequent to termination of this Agreement.

(c) The Corporation shall assume the obligations of any and all contracts which the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement.

(d) Whereas this agreement has been signed a non-developer Board of Directors of the Corporation, the Corporation shall pay to the manager the equivalent of two months fees as closing costs in finalizing the management of the condominium.

16. (a) Any notice or demand required or permitted herein, shall be in writing and shall be effected by delivering the same or by sending the same in a postage prepaid envelope by registered mail, or courier, addressed to the Manager as follows:

ASSET WEST Property Management Ltd.
Suite 300, 729-10th Street
Canmore, Alberta T1W 2A3
FAX: (403) 678-0039

and addressed to the Corporation at the Corporation's address for service as shown on the Condominium Plan. Notices may be effected by fax or telecopier to the FAX number set forth above, provided that if any fax is received after the normal business hours of the recipient, receipt of the fax will be deemed to be as of the next following business day.

(b) Either of the parties hereto may change its address for notice thereof to the other party.

17. Words and expressions which have a special meaning assigned to them in the Act or the Bylaws of the Corporation have the same meaning in this Agreement unless a contrary intent is expressed in this Agreement.

18. If there is any conflict between this Agreement and the Act and the Bylaws, the Act and Bylaws shall prevail.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF the parties hereunto have caused these presents to be executed under their respective corporate seals, attested by the hands of their proper signing officers duly authorized in that behalf, as of the day of year first above written.

Condominium Corporation No._____

Per: _____

Per: _____

Asset West Property Management Ltd.

Per: _____

Initial(s)_____

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SCHEDULE "A"
Schedule of Fees and Rates

Periodic Payment:

$20.00 per unit per month during the first 12 month term of this contract (plus all applicable taxes), and any renewals thereafter, unless otherwise provided for in writing by the Manager and served upon the Corporation. All funds being payable in advance on the first day of each month and every month during this agreement

Hourly Rate Fee:

$75.00 for each half-hour spent for additional services (1 hr min), to be paid on invoice (no more then 30 day terms) to the Corporation

Meeting Fee Criteria:

The manager will attend up to a maximum of six (6) regular prescheduled meetings of the Board of Directors of the Corporation per year for a period of ninety (90) minutes each, and One (1) Annual or Special General Meeting of the Unit Owners per year, without additional charge, with all meetings to take place Monday to Thursday between the hours of 8:00am and 8:00pm, or Saturday between 9:00am and 3:00pm. If the Corporation requires any further or any extended attendance by the manager or its representatives, the Corporation will be charged at the Hourly Rate Fee for any such further attendance (1 hr min) (including additionally requested weekend meetings).

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SCHEDULE "B"
Description of the Manager's Duties and Services

(a) The Manager shall collect and serve as the Corporation's agent to collect from all Owner's condominium fees and assessments as and same when such fees and assessments are due and owing to the Corporation, and shall hold and disburse such sums collected in and from a separate trust account opened in the name of the Corporation and operated by the Manager for and on behalf of the Corporation in accordance herewith.

(b) The Manager shall maintain records showing all receipts and expenditures of the Corporation relating to the Condominium and shall, **on or before the fifteenth (15th) business day of the month**, submit to the Corporation a cash receipts and disbursements statement for the balance or deficit in the Manager's account for the operations of the previous month.

(c) The Manager shall prepare and submit to the Corporation; on or before the first (1st) day of the month preceding the last month of the current fiscal year of the Corporation during the term hereof, a recommended budget for the operation and management of the Condominium for the next fiscal year showing anticipated receipts and expenditures for such year and assist the Corporation in determining the appropriate amount of assessments or contributions to be paid by each Owner of a Unit of the Condominium for common expense in the manner provided for and as required by the Act and the Bylaws of the Corporation, and recommend such revisions thereto as may from time to time be appropriate.

(d) Within sixty (60) days after the end of each fiscal year, the Manager shall submit to the Corporation a summary of all receipts and expenditures relating to the Condominium for the proceeding year, provided that this service shall not be construed to require the Manager to supply an audit. Any audit required by the Corporation shall be prepared at its expense by accountants of its selection.

(e) Subject to the provisions of and any restrictions contained in the Bylaws and at the direction and at the expense of the Corporation, the Manager shall cause the condominium to be maintained according to reasonable standards of maintenance consistent with the character, age, size and location of the condominium, including:

(i) cleaning, painting and such other regular maintenance and repair work to the common property, excluding any privacy areas as defined in the Bylaws, or which the Corporation is obliged to maintain, as may be necessary or as directed by the Corporation;

(ii) maintenance of the lawns, flower beds, shrubs and trees (ie; mowing, cutting, trimming, pruning, cultivating, fertilizing, watering and aerating), as may be reasonably required;

(iii) spring and fall clean-ups; and,

(iv) clearing of snow, slush and debris from and maintaining the common driveways, common parking areas and common walkways so as to keep the said areas neat and clean in appearance;

(v) assist the Corporation in conducting its management and financial plans.

(vi) conduct inspections of the property.

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(vii) obtain 2 comparable quotes for all major planned expenditures. (specifications for work to be performed to be supplied and provided by the Corporaion prior to requesting of quotes).

(f) On the basis of the budget previously approved by the Corporation, the Manager shall negotiate agreements with, supervise and discharge all necessary personnel required to properly and physically maintain and operate the condominium.

(g) In the event the Corporation hires an onsite personnel: To supervise and instruct all "onsite" personnel and provide all accounting and administration (inclusive of the preparation and filing of all returns and other instruments and do and perform all acts required of the Corporation as an employer in respect of unemployment insurance contributions and deductions, Canada Pension Plan contributions and payments, the Canada Income Tax Act and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time) relating to such onsite personnel; provided that all such "onsite" personnel shall be employees of the Corporation and not of the Manager and all salaries, taxes and other expenses payable on account of such employees shall constitute common expenses of the Corporation and not expenses of the Manager. Subject to the restriction set forth in clause 11 hereof, the Manager may engage any person, firm or Corporation to perform any work or services which the Manager agrees to supply to the Corporation hereunder, and the Corporation agrees, upon request to execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals or directions in connection with the foregoing.

(h) Subject to the direction of the Corporation, the Manager shall negotiate on behalf of the Corporation contracts for water, electricity, gas and such other services for that portion of the Condominium constituting common property (but not any individual metered Units) as may be necessary or desirable. The Manager shall also purchase, on behalf of the Corporation, such equipment, tools, appliances, materials, and supplies as are necessary or prudent for the proper operation and maintenance of the Condominium. All such purchases and contracts shall be in the name of and at the expense of the Corporation. The Manager may charge additionally for this service. The Manager shall not collect any undisclosed fee, rebate or discount and, if any should be received by the Manager, the same will be credited to the account of the Corporation with any discounts, commissions or rebates obtainable as a result of the purchases made on behalf of the Corporation or in pursuance of the Agreement.

(i) The Manager shall pay from the funds it receives or collects, but only to the extent thereof, all taxes payable by the Corporation, all applicable building inspection fees, premiums on insurance policies of the Corporation, water rates, and other municipal or governmental charges, and all other charges or obligations incurred by the Corporation with respect to maintenance or operation of the Condominium, incurred by the Manager on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by the Corporation, with any balance to be paid to the Corporation or at its written direction;

(j) The Manager shall maintain appropriate records of and shall be responsible for obtaining information for the Corporation and making recommendations with respect to insurance coverage, and for placing insurance coverage carried by the Corporation. The Manager agrees, to the best of its ability, to advise the Corporation of the nature and extent of insurance coverage required to be carried by the Corporation pursuant to the Act or Bylaws; provided that the Corporation will indemnify and hold harmless the Manager from any loss, costs or damages arising out of any claim, suit or charge by any person whomsoever relating to inadequate insurance coverage. The Manager shall co-operate with the Corporation in investigating and reporting all accidents or claims for damage relating to the Ownership operation and maintenance of the Condominium, including any damage or destruction thereto;

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(k) The Manager shall keep the Corporation advised of the telephone number or numbers at which an agent or representative or the manager may be reached at any time during normal business hours in respect of any breach or violation of the Bylaws or of any rules and regulations for the time being in force of the Corporation; and the Manager shall also keep the Corporation advised of the telephone number at which his representative can be reached at other than normal business hours in the event of an emergency. The Manager shall forthwith report to the Corporation any major emergency or any persistent, flagrant or serious violation of the Bylaws or any rules and regulations in force. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not any emergency exists and whether or not such emergency is of minor or major nature. The Manager shall deal promptly with such infractions and deal immediately with any emergency arising in connection with the maintenance and operation of the Condominium which is determined as such be the Manager or the Corporation;

(l) The Manager shall, based on the information and documents made available to it, attempt to keep an up-to-date record of the names and addresses of all Unit Owners and any tenant thereof of which it has knowledge. If the Corporation receives notices or notification from registered mortgagees or other persons claiming an interest in any Unit, the Corporation shall forthwith communicate that information to the Manager;

(m) The Manager, on behalf of the Corporation, shall, and is hereby authorized by the Corporation, on the application of a Unit Owner or any person authorized in writing by him provide certificates as anticipated by the Act, including without limitation to the foregoing, certificates issued pursuant to Section 39(6) of the Act. Similarly, upon the written request of an owner, purchaser, or mortgagee or a Unit, the Manager, on behalf of the Corporation, shall, within ten (10) days of receiving that request, provide to the person making the request all or any of the statements, particulars, or copies referred to in Section 44 & 45 of the Act. The Manager shall, as authorized in the Bylaws, be entitled to collect from and charge the requesting party, for its own account, a reasonable fee to compensate it for the expenses it incurs in producing and providing the certificates and other materials referred to herein on behalf of the Corporation;

(n) The Manager shall maintain records of any leases or other dispositions of the common property or any part thereof made by the Corporation, to the extent that the Corporation shall advise the Manager of any leases or other dispositions of the common property or any part thereof made by it;

(o) The Manager, at the Corporation's direction agrees to effect registration at the Land Titles Office any change in the address for service of the Corporation or any change in the Board of Directors of the Corporation or any forms required by the Act and the regulations passed pursuant thereto and to comply with any reasonable request for the names and addresses of the persons who are members of the Board of Directors;

(p) The Manager shall assist, advise and co-operate with the Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard;

(q) Provided the Bylaws authorize the Corporation and, on the express direction of the Corporation, the Manager agrees, in the name of and on behalf of the Corporation, to:

(i) commence and prosecute proceedings pursuant to Sections 35 and 36 of the Act with respect to contravention of the Bylaws;

(ii) give notices to give up possession of Units under Section 54 of the Act; and

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(iii) make applications to the Court under Sections 54, 55, and 56 of the Act and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein;

(r) The Manager shall and is hereby authorized to effect any and all remedies, rights and powers of the Corporation granted under either or both of the Act (inclusive of all Regulations thereunder) and the bylaws of the Corporation, to enforce the bylaws of the Corporation and collect all assessments of contributions levied on behalf of the Corporation, and this shall be sufficient direction and authority in regard to such authority of the Manager.

(s) The Manager shall assist the Corporation in conducting their medium and long-range planning, including without limitation to the foregoing to assist in arranging and managing for the reserve study and report, as approved by the Board of Directors, from time to time.

(t) The Manager shall conduct regular inspections of the common property.

(u) The Manager will assist with the Annual General Meeting and all its required protocols. It will also provide a written report of operations for each Board of Directors meeting if required and directed by the Board of Directors.

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Home Warranty
Toll Free: 800.555.9431
Toll Free Fax: 877.762.7922

Travelers Insurance Company of Canada
Suite #2700, 530 – 8th Avenue S.W.
Calgary, AB T2P 3S8
www.travelerscanada.ca

SCHEDULE "F-2" 1-2-5-10 HOME WARRANTY INSURANCE POLICY

(For Single Dwelling Units in Condominiums or Multi Family Dwellings and Common Property)

Address: **Civic Address for the Unit located in Alberta**

Legal Description: **Strata Lot and Legal Description for the Property**

Home Warranty Insurance Policy Number: **Insurance Policy Number**

Builder Name: **Company Name**

This is your home warranty insurance policy which should be read and kept in a safe place. To ensure your rights are preserved, ensure that you understand what your rights and obligations are. Please note that all notice(s) of a claim under this home warrant insurance policy must be delivered to Travelers Insurance Company of Canada **in writing** prior to the expiry of the applicable home warranty insurance coverage. The important dates to note are:

			Dwelling Unit	Common Property
1.	**Warranty Commencement Date:**		**As defined by the legislation**	**Based on the commencement of the first unit in the Block**
2.	**Materials & Labor Warranty:**			
a)	**1 Year** Defects in Materials and Labor:	**Expiry Date:**	**One Year from above**	
	1 Year for Common Property:	**Expiry Date:**		**One Year from the date above**
b)	**2 Years** Defects in Materials and Labour supplied for the delivery and distribution systems - includes the electrical, gas, plumbing, heating, ventilation and air conditioning systems to which the *Safety Codes Act* (Alberta) applies	**Expiry Date:**	**Two Years from above**	**Two Years from above**
		Expiry Date:		**Two Years from above**
3.	**5 Years Building Envelope Warranty:**	**Expiry Date:**		**Five Years from the date above**
4.	**10 Years Structural Defects Warranty:**	**Expiry Date:**		**Ten Years from the date above**

For your convenience, enclosed with this home warranty insurance policy please find a sticker outlining these important dates for you to affix in a conspicuous location in your new home.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

In consideration of the payment to Travelers Insurance Company of Canada of the premium for this home warranty insurance policy, Travelers Insurance Company of Canada agrees to provide home warranty insurance coverage subject to the coverage limits and in accordance with the terms, conditions and endorsements contained in this home warranty insurance policy.

Travelers Insurance Company of Canada has duly executed this home warranty insurance policy.

TRAVELERS INSURANCE COMPANY OF CANADA

Heather Masterson

Heather Masterson, President and Chief Executive Officer

SAMPLE

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A. HOME WARRANTY INSURANCE COVERAGE

1.0 Materials and Labour Warranty – 1 Year

1.1 This home warranty insurance policy provides coverage for any Defect in Materials and Labour used in the New Home for a period of 1 Year from and including the Commencement Date.

2.0 Materials and Labour Warranty (Delivery and Distribution Systems) – 2 Years

2.1 This home warranty insurance policy provides coverage for any Defect in Materials and Labour relating to the Delivery and Distribution Systems of the New Home for a period of 2 years from and including the Commencement Date.

3.0 Building Envelope Warranty – 5 Years

3.1 This home warranty insurance policy provides coverage for any Defect in the Building Envelope of the New Home that results in the failure of the Building Envelope to perform its intended function for a period of 5 years from and including the Commencement Date.

3.2 This home warranty insurance policy may provide optional coverage for any Defect in the Building Envelope of the New Home that results in the failure of the Building Envelope to perform its intended function for an additional 2 years to that home warranty insurance coverage provided under Subsection A.3.1.

4.0 Structural Defects Warranty – 10 Years

4.1 This home warranty insurance policy provides coverage for Structural Defects in the New Home for a period of 10 years from and including the Commencement Date.

5.0 General

5.1 In the event of a Reconstruction, the home warranty insurance coverage shall include all elements of the New Home, including those areas retained or not reconstructed.

5.2 In the event the New Home is a single dwelling unit in a condominium or a cooperative, the home warranty insurance coverage will also apply to the Common Property, Common Facilities and other assets of the condominium corporation or the cooperative, as applicable, for which this home warranty insurance policy is issued.

B. COMMENCEMENT DATES

1.0 Detached Single Dwelling Unit and Single Dwelling Unit in a Multiple Family Dwelling with no Common Property and/or Common Facilities

1.1 The Commencement Date for the home warranty insurance coverage for the above is the earlier of:

(a) the date the New Home is first occupied; and

(b) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy the New Home.

2.0 Single Dwelling Unit in a Condominium, a Cooperative or a Multiple Family Dwelling with Common Property and/or Common Facilities

2.1 The Commencement Date for the home warranty insurance coverage for the above is the earlier of:

(a) the date the New Home is first occupied; and

(b) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy the New Home.

3.0 Common Property and Common Facilities in a Condominium, a Cooperative, or a Multiple Family Dwelling

3.1 The Commencement Date for the home warranty insurance coverage for the above is when:

(a) the title to an inhabitable unit in a building or building in a phase of development of a condominium, a cooperative or a multiple family dwelling is transferred from the Builder to a purchaser of a unit in an arm's length transaction; and

(b) the Builder has agreed with a qualified person to have the qualified person prepare a building assessment report for the building or for a phase of development within 180 days of the transfer of title described in Subsection B.3.1(a).

C. LIMITS ON COVERAGE

1.1 The limits of the home warranty insurance coverage provided under Section A, exclusive of interest and costs, are as follows:

(a) for a single dwelling unit constructed by a Builder who is a Residential Builder, the lesser of:

(i) the original purchase price paid to the Builder (excluding the portion of the purchase price attributable to the purchase of the land); and

(ii) $265,000.00;

(b) for a single dwelling unit constructed by a Builder who is an Owner Builder, the lesser of:

(i) the appraised value of the New Home at the time of commencement of the home warranty insurance coverage (excluding the value of the land); and

(ii) $265,000.00;

(c) for a single dwelling unit in a multiple family dwelling with no Common Property and/or Common Facilities, the lesser of:

(i) the original purchase price paid to the Builder (excluding the portion of the purchase price attributable to the purchase of the land); and

(ii) $265,000.00;

(d) for a single dwelling unit in a condominium, a cooperative or a multiple family dwelling with Common Property and/or Common Facilities, the lesser of:

(i) the original purchase price paid to the Builder (excluding the portion of the purchase price attributable to the purchase of the land); and

(ii) $130,000.00; and

(e) for Common Property and Common Facilities in a condominium, a cooperative or a multiple family dwelling or for other property for which a condominium corporation or a cooperative is responsible under its by-laws, the lesser of:

(i) $130,000 times the number of single dwelling units in the condominium, cooperative or multiple family dwelling; and

(ii) $3,300,000.

1.2 If a condominium plan consists of a number of buildings, the applicable coverage limit under Subsection C.1.1(e) applies to each building.

1.3 The aggregate limit of liability of Travelers Insurance Company of Canada set out in this Section includes any and all:

(a) costs of repairs of the Defect or Structural Defect;

(b) costs of any investigation, engineering, and design required for the repairs;

(c) costs of adjusting and supervision of repairs, including professional review, but excluding legal costs;

(d) costs of mitigation paid by Travelers Insurance Company of Canada to an insured; and

(e) costs of any additional living expenses of an insured paid by Travelers Insurance Company of Canada.

1.4 Travelers Insurance Company of Canada may require a deductible be paid on claims made under this home warranty insurance policy as follows:

(a) For claims relating to the Common Property, Common Facilities and other assets of a condominium corporation or a cooperative, the deductible per claim shall not exceed:
(i) $100 per claim for claims relating to Subsection A.1.1 of this home warranty insurance policy; and
(ii) $500 per claim for all other claims;

(b) For all other claims, the maximum amount of deductible payable per claim is $50 per claim with a total in each calendar year in respect of the New Home not to exceed $300;

(c) Only one deductible is payable per claim, regardless of the number of Defects or Structural Defects reported in that claim; and

(d) The insured may bundle any number of Defects or Structural Defects into a single claim. Each Defect or Structural Defect reported in that claim shall not each constitute a separate claim.

D. EXCLUSIONS

1.0 Coverage Exclusions

1.1 The following are excluded from the home warranty insurance coverage:

(a) any non−residential use area and any construction or reconstruction associated with a non−residential use area;

(b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;

(c) utility services;

(d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the residential builder or owner builder;

(e) home appliances, including but not limited to refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;

(f) water wells, except equipment installed for the operation of the water well where the equipment is part of a delivery and distribution system;

(g) the quality or quantity of water from a municipal water supply, a water well or any other source;

(h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to Section 51 of the *Historical Resources Act*; and

(i) designs, materials or labour supplied by anyone other than the residential builder or the employees, agents or subcontractors of a residential builder, but not including any designs, material or labour retained by the residential builder or by an owner builder in a reconstruction.

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2.0 Loss or Damage Exclusions

2.1 Any loss or damage resulting from the following is excluded from the home warranty insurance coverage:

(a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
(b) normal shrinkage of materials caused by drying after construction;
(c) substantial use of the residence for non-residential purposes;
(d) negligent or improper maintenance or improper operation of the new home or anything in the new home by anyone other than the residential builder or its employees, agents or subcontractors;
(e) alterations to the home by anyone other than the residential builder or its employees, agents or subcontractors;
(f) changes to the grading of the ground by anyone other than the residential builder, or its employees, agents or subcontractors;
(g) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the residential builder or its employees, agents or subcontractors, or the owner builder;
(h) acts of nature;
(i) bodily injury, disease, illness or death resulting from any cause;
(j) damage to personal property or real property that is not part of a new home;
(k) contaminated soil, except where supplied by or through the residential builder and the residential builder knew or ought to have known that the soil was contaminated;
(l) subsidence of the land around a new home or along utility lines, not including subsidence beneath footings of a new home or under driveways or walkways;
(m) diminished value of a new home or any component of a new home;
(n) deficiencies that have been agreed to between a residential builder and the insured prior to or at the time of possession;
(o) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the insured;
(p) fire, explosion, smoke, flooding or sewer back-up;
(q) loss of income or opportunity;
(r) loss of enjoyment, use or benefit of the new home;
(s) inconvenience or distress to the owner; and
(t) any professional fees, including legal, consulting or medical costs.

E. HOME WARRANTY INSURANCE TERMS AND CONDITIONS

1.1 Travelers Insurance Company of Canada shall only be liable to the insured to the extent set out in this home warranty insurance policy.

1.2 If Travelers Insurance Company of Canada makes a payment or undertakes a repair, or assumes liability for any payment or repair under the home warranty insurance coverage:

(a) Travelers Insurance Company of Canada is subrogated to all rights of recovery of an insured against any person and may bring an action at its own expense; and
(b) the insured will fully support and assist Travelers Insurance Company of Canada in the pursuit of those rights if Travelers Insurance Company of Canada pursues such subrogated rights.

1.3 An insured must provide to Travelers Insurance Company of Canada all information and documentation that the insured has available or has the ability to access, as reasonably required by Travelers Insurance Company of Canada, in order to investigate a claim or to undertake repairs under this home warranty insurance policy.

1.4 This home warranty insurance policy may only be terminated by Travelers Insurance Company of Canada before the Commencement Date. Travelers Insurance Company of Canada must give the insured 15 days' written notice of termination by recorded mail or 5 days' written notice of termination personally delivered, whichever is later. The foregoing 15 day period begins on the day the written notice is sent by recorded mail or notification of it is delivered to the insured's postal address.

1.5 In the event this home warranty insurance policy is terminated:
(a) Travelers Insurance Company of Canada must refunded the excess of premium actually paid by the insured over the prorated premium for the expired time; and
(b) the refund shall accompany the notice of termination unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

F. NOTICE OF CLAIM

1.1 In the event that the insured considers a Defect or Structural Defect to exist in the New Home, the insured must, in accordance with Subsection I – Policy Condition 1, complete and submit a written notice of claim **before the Expiry Date of the applicable home warranty insurance coverage** to Travelers Insurance Company of Canada providing, in reasonable detail, the particulars of any alleged Defects and Structural Defects, including the home warranty insurance policy number.

1.2 The obligations of Travelers Insurance Company of Canada absolutely cease upon expiry of the home warranty insurance coverage unless proper notice of claim is given to Travelers Insurance Company of Canada by the insured prior to the Expiry Date. The insured is solely responsible for determining if a notice of claim is required to be submitted under the home warranty insurance coverage and for submitting that claim.

G. REPAIRS AND REPLACEMENTS DUE TO DEFECTS OR STRUCTURAL DEFECTS

1.1 All repairs and replacements made under the home warranty insurance coverage will be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.

1.2 Travelers Insurance Company of Canada reserves the right to use their accredited representative to perform the obligations imposed on Travelers Insurance Company of Canada under the home warranty insurance coverage.

H. FURTHER PARTICULARS

1.0 DISCLOSURE OF CLAIMS HISTORY

1.1 (a) On receipt of an inquiry from an Owner of a New Home covered by this home warranty insurance policy regarding the claims history of that New Home, Travelers Insurance Company of Canada, for a reasonable fee, will provide the Owner with a history of claims.

(b) The history of claims referred to in Subsection H.1.1(a) will include, for each claim, the following information for both the New Home and, if applicable, the associated Common Property, Common Facilities and other assets of the condominium corporation or the cooperative; as applicable:
(i) the type of claim that was made;
(ii) the resolution of the claim;
(iii) the type of repair performed;
(iv) the date of the repair; and
(v) the cost of the repair.

2.0 HANDLING OF CLAIMS

2.1 (a) Travelers Insurance Company of Canada will, on receipt of a notice of a claim from the insured, promptly make reasonable attempts to contact the insured to arrange an evaluation of the claim.

(b) Travelers Insurance Company of Canada will make all reasonable efforts to avoid delays in responding to a claim, evaluating the claim, and scheduling any required repairs.

(c) If, following evaluation of a claim, Travelers Insurance Company of Canada determines that the claim is not valid or not covered under the home warranty insurance coverage, it will notify the insured of the decision in writing, setting out the reasons for the decision.

(d) The notice under Subsection H.2.1(c) will also set out the dispute resolution process available to the insured.

(e) Any repairs required for Defects or Structural Defects will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

(f) On completion of any repairs, Travelers Insurance Company of Canada will deliver a copy of the repair specifications to the insured, along with a letter confirming the date the repairs were completed and referencing the warranty on repairs in accordance with Subsection I – Policy Condition 9.

2.2 (a) In the event Travelers Insurance Company of Canada is obligated to repair or replace a Defect or a Structural Defect, Travelers Insurance Company of Canada shall determine the reasonable costs associated with the repair or replacement of such Defect or Structural Defect. Travelers Insurance Company of Canada may elect to provide financial compensation to the insured in an amount equal to the cost of repair or replacement of the Defect or Structural Defect in lieu of actual repair or replacement.

(b) In the event financial compensation is provided to the insured in lieu of repair or replacement of a Defect or Structural Defect, Travelers Insurance Company of Canada will have no further liability for the Defect or Structural Defect or any consequential damages arising from the Defect or Structural Defect for which financial compensation was paid.

3.0 TRANSFER OF THIS HOME WARRANTY INSURANCE POLICY TO SUBSEQUENT OWNER OF THE NEW HOME

3.1 (a) In accordance with Subsection I – Policy Condition 7, this home warranty insurance policy pertains solely to the New Home for which it provides home warranty insurance coverage. No notice to Travelers Insurance Company of Canada is required upon transfer of title of the New Home to a subsequent Owner.

(b) All of the applicable obligations and remaining home warranty insurance coverage under this home warranty insurance policy are automatically transferred to any subsequent Owner of the New Home.

I. POLICY CONDITIONS

In these policy conditions, unless the context otherwise requires, "insured" means a person insured by the home warranty insurance contract whether named in the home warranty insurance contract or not.

REQUIREMENTS AFTER DISCOVERY OF DEFECT

1. (1) Within a reasonable time after the discovery of a defect in a new home, the insured must, if the defect is covered by the policy, give notice of the defect in reasonable detail to the warranty provider.
(2) The warranty provider may require that the notice from the insured be in writing.

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WHO MAY GIVE NOTICE AND PROOF

2. Notice of a defect under Policy Condition 1(1) may be given:

(a) by the agent of the insured if:

(i) the insured is absent or unable to give the notice or make the proof; and

(ii) the absence or inability is satisfactorily accounted for;

or

(b) by any person who has an insurable interest in the new home if the named insured fails or refuses to do so or in the circumstances described in clause (a) of this condition.

MITIGATION

3. (1) In the event of loss or damage to a new home resulting from a defect, the insured must take all reasonable steps to prevent further loss or damage to the new home as a result of the defect.

(2) The warranty provider must pay to the insured all reasonable and proper expenses incurred in connection with steps taken by the insured under subparagraph (1) of this condition.

ENTRY AND CONTROL

4. After a defect has been reported to a warranty provider, the warranty provider has an immediate right of access and entry to the new home by itself and by its accredited representatives, who may include the residential builder, sufficient to:

(a) enable them to determine if a defect exists;

(b) make an estimate of the repairs required to rectify the defect; and

(c) make the repairs necessary to rectify the defect.

MATERIAL CHANGE IN RISK

5. (1) the insured must promptly give notice in writing to the warranty provider or its agent of any change that is:

(a) material to the risk; and

(b) within the control and knowledge of the insured.

(2) The warranty provider may require that the notice from the insured be in writing.

IN CASE OF DISAGREEMENT

6. (1) In the event of disagreement as to whether a defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in Section 519 of the *Insurance Act* whether or not the insured's right to recover under the home warranty insurance contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

(a) a specific demand is made for it in writing; and

(b) the proof of loss has been delivered to the insurer.

TRANSFER OF TITLE

7. If title to the new home is transferred at any time during the purchase period, the home warranty insurance contract is transferred to the new owner and the new owner is deemed to have given good and valuable consideration to the warranty provider under the home warranty insurance contract.

ADDITIONAL LIVING EXPENSES

8. (1) If a new home is uninhabitable as a result of a defect or during the rectification of a defect, then reasonable living expenses incurred by the insured will be payable by the warranty provider to the insured to a maximum of $150 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.

(2) The total amount payable under subparagraph (1) of this condition shall not exceed $15,000 for each period of time the home is uninhabitable while warranty coverage is in effect.

WARRANTY OF REPAIRS AND DEFECTS

9. (1) All repairs and replacements made to rectify defects are warranted against defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of defect under the home warranty insurance policy.

(2) If an insured accepts payment from a warranty provider in lieu of repairs or replacements to rectify a defect, then no further warranty coverage applies to the defect covered by the payment.

NOTICE

10. (1) Written notice to the warranty provider may be delivered, or sent by recorded mail, to the chief agency or head office of the warranty provider in the province.

(2) Written notice to the insured may be personally delivered, or sent by recorded mail addressed, to the address of the new home covered by the home warranty insurance policy.

J. DEFINITIONS

1.1 "**Builder**" means the person named in this home warranty insurance policy who can be a Residential Builder or an Owner Builder, and includes those for whom it is legally responsible.

1.2 "**Building Code**" and "**building code**" mean the *Alberta Building Code 2006* declared in force by the *Building Code Regulation* (AR 117/2007).

1.3 "**Building Envelope**" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10ºC at design conditions.

1.4 "**Commencement Date**" means the date the home warranty insurance coverage commences as set out in Section B.

1.5 "**Common Property**" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act* (Alberta).

1.6 "**Common Facilities**" means:

(a) property managed by a condominium corporation or a board of directors of a cooperative or other multiple family dwelling, as applicable, pursuant to its by-laws; and

(b) a unit in a building described in a condominium plan, or any portion of that unit that includes all or part of one or more of:

(i) the Building Envelope;

(ii) a Delivery and Distribution System that serves two or more units;

(iii) a load bearing part;

(iv) any common property including facilities and property that are intended for common use by the owners notwithstanding that the facilities or property may be located in or comprise a unit or any part of a unit; and

(v) any area subject to an easement in favour of another unit;

whether or not that unit or any portion of that unit is intended for residential occupancy.

1.7 "**Defect**" means any design, construction or material used in the construction or reconstruction of the New Home discovered after the Commencement Date and:

(i) is contrary to the building code;

(ii) requires repair or replacement due to the negligence of a Builder or person for whom the Builder is by law responsible; or

(iii) constitutes an unreasonable health or safety risk, or has resulted in material damage to the New Home.

1.8 "**Delivery and Distribution Systems**" and "**delivery and distribution system**" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act* (Alberta) applies and any other systems prescribed as delivery and distribution systems, including:

(a) private sewage disposal systems that:

(i) serve a single property;

(ii) are designed to receive no more than 25 m^3 of sewage each day; and

(iii) are designed to dispose of sewage either on the property that the system serves or in a holding tank;

(b) all components of a delivery and distribution system in the New Home that are:

(i) present on the Commencement Date of the home warranty insurance coverage; and

(ii) installed during construction by the Builder of the New Home;

but excluding any fixtures and appliances that are attached to a delivery and distribution system and that are subject to a manufacturer's warranty.

1.9 "**Expiry Date**" means the expiration dates referenced in this home warranty insurance policy pertaining to each applicable home warranty insurance coverage.

1.10 **"insured**" means:

(a) the Owner of the New Home; and

(b) a person insured by this home warranty insurance policy whether named in this home warranty insurance policy or not.

1.11 "**load bearing**" means subjected to or designed to carry loads in addition to its own dead load, but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load. The load bearing portions of the New Home are limited to the following:

(a) foundation systems;

(b) support beams, posts, and columns;

(c) load bearing walls; and

(d) floor and roof support system.

1.12 "**Materials and Labour**" includes materials and labour supplied by the Builder for construction of the New Home and materials and labour retained by the Builder in a reconstruction.

1.13 "**Material Damage**" means damage which materially and adversely affects the use of the New Home for residential occupancy.

1.14 "**multiple family dwelling**" means a building containing 2 or more dwelling units.

1.15 "**New Home**" and "**new home**" means as defined in the *New Home Buyer Protection Act* (Alberta) and the residential dwelling or Common Property and Common Facilities, as applicable, for which the address and legal description are specified in this home warranty insurance policy.

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1.16 "**Owner**" and "**owner**" means a person who purchased the New Home or contracts with a Builder to build the New Home and includes:
(a) a person who acquires a life interest in a new home;
(b) a condominium corporation under the *Condominium Property Act* (Alberta) in respect of the common property, common facilities and other assets;
(c) a cooperative incorporated under the *Cooperatives Act* (Alberta), a corporation or a society having an ownership interest in the New Home;
(d) a subsequent purchaser of the New Home, including a person who acquires the New Home from a previous owner through inheritance, gift, foreclosure or other legal means or operation of law; and
(e) the insured.

1.17 "**Owner Builder**" and "**owner builder**" means an individual who builds or intends to build the New Home for personal use with a valid authorization issued under the *New Home Buyer Protection* Act (Alberta).

1.18 "**purchase period**" means
(i) in the case of a New Home other than the Common Property and Common Facilities of a condominium corporation or a cooperative, as applicable, 10 years beginning on the Commencement Date as determined by Subsections B.1.1 or B.2.1, as applicable; and
(ii) in the case of the Common Property or the Common Facilities of a condominium corporation or a cooperative, as applicable, 10 years beginning on the date a building assessment report is completed as prescribed by the *New Home Buyer Protection (General) Regulation* (Alberta).

1.19 "**Reconstruction**" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a reconstruction for the purposes of this home warranty insurance policy.

1.20 "**Residential Builder**" and "**residential builder**" means a person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a new home, or agrees to do any of those things, and includes a general contractor, but does not include an owner builder.

1.21 "**Structural Damage**" means damage which results from a Structural Defect and must be visible and measurable, and must exceed allowable tolerances established by Travelers Insurance Company of Canada, provided always that Structural Damage caused by any acts of nature, an act or omission of a Third Party, or other causes not directly related to the Materials and Labour provided by the Builder are excluded from the home warranty insurance coverage. **The presence of water in and of itself, in any form, will not be considered Structural Damage**.

1.22 "**Structural Defect**" means any Defect in the material, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes Structural Damage that materially and adversely affects the use of the New Home for residential occupancy.

1.23 "**Third Party**" means any third party or combination of third parties for whom the Builder is not at law responsible.

1.24 "**home warranty insurance policy**" and "**home warranty insurance coverage**" mean only this home warranty insurance contract and the warranty coverage, terms, and conditions set out in this home warranty insurance contract.

This home warranty insurance policy is to be read and interpreted as a whole and represents the entire contract between Travelers Insurance Company of Canada and the Owner.

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Era (Strata 4)

Low Rise Tower - 40 Units

By Minto Communities Inc.

The estimated amount of the operating expenses set out within this budget have been determined
On a reasonable basis using information provided by developer on or about January 2021
The passage of time will have a significant impact on the accuracy of the amounts estimated herein.
It is recommended that the budget and budget expenses be reviewed and updated as may be
required, based on market conditions, at least three months in advance of contributions commencing.

Prepared By Asset West Property Management Ltd. For Minto Communities Inc.

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Era (Strata 4)
Proposed Budget for First Year of Operations
Low Rise Tower - 40 Units

	Proposed Budget		% Of Budget
INCOME			
Condominium Contributions	$152,584.54		99.98%
Interest Income	$25.00		0.02%
TOTAL INCOME	**$152,609.54**		**100.00%**
UTILITIES EXPENSE			
Security System Monitoring & Intercom	$4,625.00	1	3.03%
Electricity	$11,400.00	2	7.47%
Natural Gas	$19,750.00	3	12.94%
Water & Sewer	$13,700.00	4	8.98%
Refuse Removal, Recycling and Composting	$7,145.45	5	4.68%
Waste Removal Occupant Costs	$227.27	6	0.15%
TOTAL UTILITIES EXPENSE	**$56,847.72**		**37.25%**
MAINTENANCE & REPAIRS EXPENSE			
HVAC System Maintenance	$2,000.00	7	1.31%
Plumbing Repairs & Maintenance	$1,000.00	8	0.66%
Electrical Repairs & Maintenance	$750.00	9	0.49%
Elevator Contract & Maintenance	$272.73	10	0.18%
Elevator Call Out Maintenance	$500.00	11	0.33%
Fire Prevention & Inspection/Maintenance	$1,550.00	12	1.02%
General Building Repairs & Maintenance	$1,500.00	13	0.98%
Roof Inspection & Maintenance	$1,000.00	14	0.66%
Road and Parking Maintenance	$500.00	15	0.33%
TOTAL MAINTENANCE & REPAIRS EXPENSE	**$9,072.73**		**5.95%**
OTHER CONTRACTED SERVICES			
Janitorial Contract	$11,230.00	16	7.36%
Carpet & Mat Cleaning	$2,000.00	17	1.31%
Window & Eaves Cleaning	$1,705.00	18	1.12%
Landscaping & Snow Removal Costs	$6,670.00	19	4.37%
Rooftop Terrace	$859.09	20	0.56%
	$22,464.09		**14.72%**
TOTAL OTHER CONTRACTED SERVICES			
INSURANCE EXPENSE			
Insurance & Appraisal	$27,250.00	21	17.86%
TOTAL INSURANCE EXPENSE	**$27,250.00**		**17.86%**
OTHER EXPENSE			
Audit	$1,800.00	22	1.18%
Legal	$20.00	23	0.01%
Board Administration & Meetings	$250.00	24	0.16%
Contingency	$750.00		0.49%
TOTAL OTHER EXPENSE	**$2,820.00**		**1.85%**
CONDOMINIUM MANAGERIAL SERVICES EXPENSE			
Stationery, Office & Bank Charges	$3,375.00	25	2.21%
Management Fees	$10,080.00	26	6.61%
TOTAL CONDOMINIUM MANAGERIAL SERVICES EXPENSE	**$13,455.00**		**8.82%**
RESERVE FUND STUDY	$1,500.00	27	0.98%
RESERVE CONTRIBUTIONS	$19,200.00	28	12.58%
TOTAL EXPENSES	**$152,609.54**		**100.00%**
NET INCOME (DEFICIT)	**$0.00**		**0.00%**

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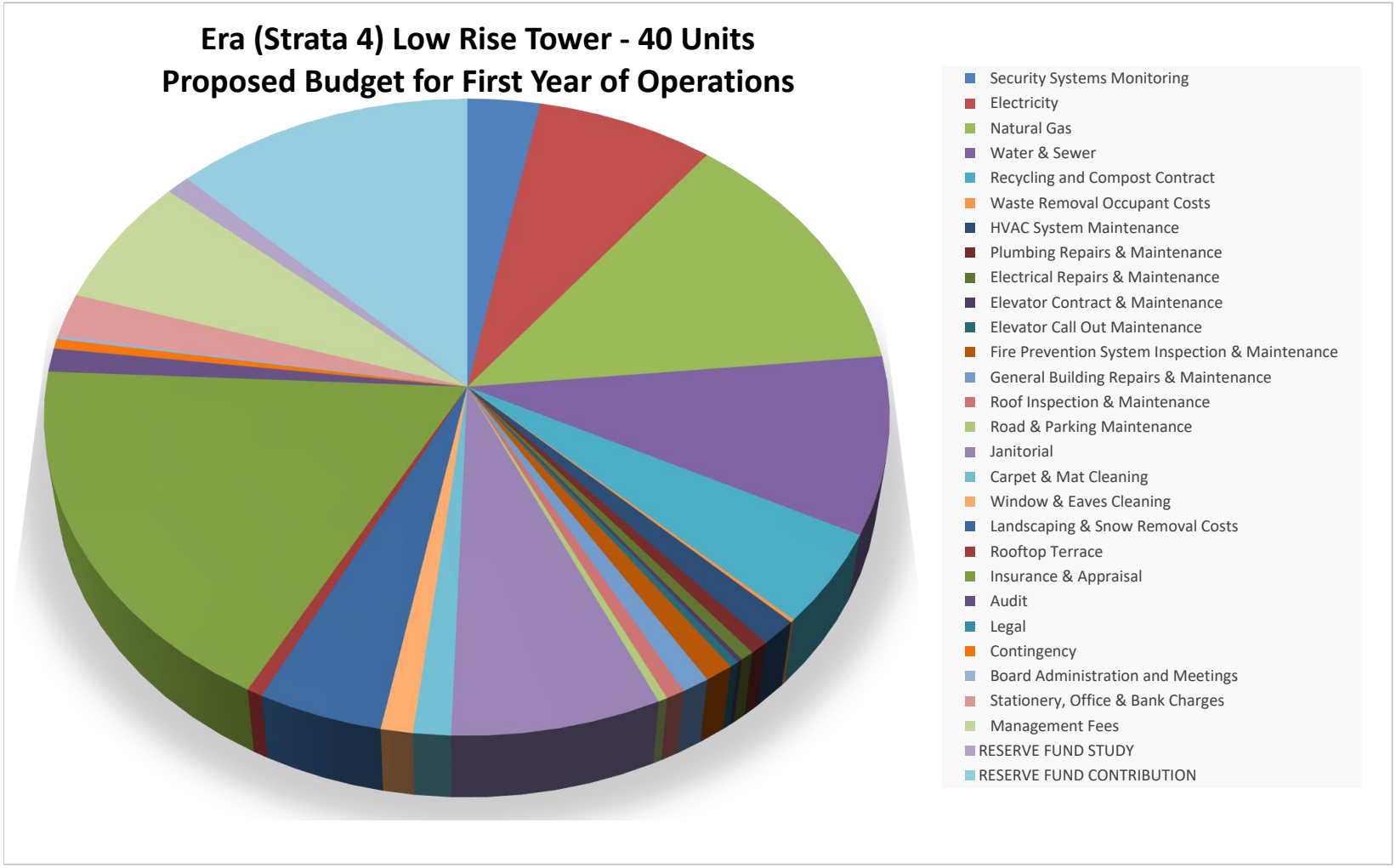

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Era (Strata 4)
Low Rise Tower - 40 Units
Proposed Budget for First Year of Operations

1. Security Systems Monitoring & Intercom

Anticipated cost of security systems monitoring and inspection based on per line cost in similar building.

2. Electricity

Anticipated rates and consumption based on similar buildings. For Common area only

3. Gas

Anticipated rates and consumption based on similar buildings.

4. Water & Sewer

Anticipated rates and consumption based on similar buildings.

5. Refuse, Recycling & Composting Contract

Paid to strata 3 on a per unit basis.

Anticipated rates and consumption based on similar buildings. Monthly rates increase or decrease based on seasonal requirements. i.e.: heavy paper recycling costs at Christmas.

6. Refuse Removal - Occupant Costs

Paid to strata 3 on a per unit basis.

Allowance for extra removal of miscellaneous items left by occupants causing additional costs such as mattresses, used bibs etc.

7. HVAC Repairs & Maintenance

Anticipated cost of HVAC repairs and maintenance based on similar buildings.

8. Plumbing Repairs & Maintenance

Anticipated cost of plumbing repairs and maintenance based on similar buildings.

9. Electrical Repairs & Maintenance

Anticipated cost of electrical repairs and maintenance based on similar buildings.

10. Elevator Contract & Maintenance

12 Months of preventative maintenance included with first year's operations as negotiated by Minto Communities with TK. Contingency allocation for parts not covered under warranty.

In second year, price estimated to increase by approximately $6,750 for regular preventative maintenance costs.

Paid to strata 3 on a per unit basis.

11. Elevator After Hours Maintenance

Allowance for emergency call outs maintenance non covered by warranty.

12. Fire Prevention System Inspection

Anticipated cost of fire hydrant testing based on similar building.

Paid to strata 3 at 20% of total cost.

13. General Building Repairs & Maintenance

Allowance for painting, minor siding repairs and/or improvements.

14. Roof Inspection & Maintenance

Anticipated cost of annual roof inspection.

15. Road & Parking Repairs & Maintenance

Anticipated cost of minor road and parking repairs and maintenance based on similar buildings. i.e.: Line painting, signage, crack sealing etc.

16. Concierge, Janitorial & Cleaning

Anticipated cost of concierge, janitorial and cleaning based on similar building.

Paid to strata 3 at 20% of total cost.

17. Carpet Cleaning

Anticipated cost of carpet cleaning based on similar building rates.

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Era (Strata 4)
Low Rise Tower - 40 Units
Proposed Budget for First Year of Operations

18. Window and Eaves Cleaning

Anticipated cost of window and eaves cleaning at 50% to be completed every two years.
Paid to strata 3 at 20% of total cost.

19. Landscaping & Snow Removal Costs

Paid to strata 3 at 25% of total cost.

20. Rooftop Terrace

Paid to strata 3 on a per unit basis.
Anticipated cost of twice weekly cleaning and six months of snow removal.

21. Insurance & Appraisal

Anticipated cost of insurance based on quoted rate plus an $1,000 allowance for an initial appraisal.

22. Audit

Cost of fiscal year end audit based on current pricing for 40 unit complex.

23. Legal

Allowance for legal costs.

24. Board Meetings and Administration

Allowance for board meetings and administration.

25. Stationary, Distributions & Bank Charges

Cost of owners communications, managers reports, general office and bank charges based on similar building.

26. Management Fees

In accordance with contract, $20.00 plus GST per unit.

27. Reserve Fund Study

Allowance for reserve fund study, cost split over two years.
Reserve fund study required to be completed by the end of second year.

28. Reserve Fund Contributions

Allowance estimate for first years funding based on approximately $40 per unit per month.

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Era (Strata 4)
Low Rise Tower - 40 Units
Proposed Contributions for First Year of Operations

Legal #	Unit Factors	Contributions
1	231	$293.73
2	311	$395.45
3	304	$386.55
4	215	$273.38
5	202	$256.85
6	202	$256.85
7	215	$273.38
8	215	$273.38
9	304	$386.55
10	311	$395.45
11	221	$281.01
12	306	$389.09
13	311	$395.45
14	304	$386.55
15	215	$273.38
16	202	$256.85
17	202	$256.85
18	215	$273.38
19	215	$273.38
20	304	$386.55
21	311	$395.45
22	221	$281.01
23	306	$389.09
24	311	$395.45
25	304	$386.55
26	215	$273.38
27	202	$256.85
28	202	$256.85
29	215	$273.38
30	215	$273.38
31	304	$386.55
32	311	$395.45
33	221	$281.01
34	304	$386.55
35	215	$273.38
36	202	$256.85
37	202	$256.85
38	215	$273.38
39	215	$273.38
40	304	$386.55
	10000	**$12,715.38**

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LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0037 296 696	1612052;B;35	161 206 007

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 1612052
BLOCK B
LOT 35
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;24;22;SE
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 141 296 849
141 201 389
141 201 388

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
161 206 007	30/08/2016	DESCRIPTIVE PLAN		

OWNERS

MINTO (4TH AND MARSH) INC.
OF 180 KENT STREET, SUITE 200
OTTAWA
ONTARIO K1P 0B6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

(CONTINUED)

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THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 10 DAY OF FEBRUARY, 2021 AT 09:17 A.M.

ORDER NUMBER: 41005203

CUSTOMER FILE NUMBER: 73486.15

END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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