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LAND TITLES OFFICE**

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NOTICE OF CHANGE OF BY-LAWS
(THE CONDOMINIUM PROPERTY ACT S. 26)

RELATING TO THE BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 8211761

THE OWNERS OF CONDOMINIUM PLAN 8211761 hereby certify that by a special resolution passed on the 6th day of June, 1991, the By-Laws applicable to the Association noted above and referred to in CONDOMINIUM PLAN NO. 8211761 are amended as follows:

"The By-Laws of the Corporation, being the by-laws set forth in Appendix I to the Condominium Property Act (Alberta) are hereby repealed and are replaced by By-Laws No 1 and No. 2, copies of which are attached hereto as Schedules "1" and "2"."

The above amendment was approved by more than 75% of the owners and is made effective as of the date on which the Registrar of the Land Titles Office for the South Alberta Land Registration District has made a memorandum of the filing hereof on the said Condominium Plan.

The seal of The Owners: Condominium Plan No. 8211761 was hereto affixed on the 8th day of September, 1991.

THE OWNERS: CONDOMINIUM PLAN
NO. 8211761

PER: 

SCHEDULE 1

BY-LAW NO. 1

BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN 8211761

SUMMARY OF CONTENTS

IN SUBSTITUTION FOR THE BY-LAWS IMPLIED BY THE
CONDOMINIUM PROPERTY ACT R.S.A. 1980

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THE OWNERS: CONDOMINIUM PLAN #8211761

SUPPLEMENTARY BY-LAWS

DEFINITIONS AND INTERPRETATION

I. (A) In these By-Laws, unless the context or subject matter requires a different meaning:

- (a) "ACT" means "The Condominium Property Act";
- (b) "BOARD" means the Board of Managers of the corporation;
- (c) "COMMON EXPENSES" means the expenses of performance of the objects and duties of the corporation and any expenses specified as common expenses in these By-Laws;
- (d) "COMMON PROPERTY" means so much of the parcel as is not comprised in any unit shown in the condominium plan;
- (e) "CONDOMINIUM PLAN" means the plan registered by the developer under the Act as No. 8211761;
- (f) "CORPORATION" means the corporation constituted under the Act by the registration of the condominium plan;
- (g) "DEVELOPER" means 386081 Alberta Ltd.;
- (h) "OWNER" means the owner of a unit;
- (i) "PARCEL" means the land comprised in the condominium plan;
- (j) "UNIT" means an area designated as a unit by the condominium plan;
- (k) "INTEREST/RATE" or "PRIME RATE" as defined in clause 4 (E) herein.

(B) Other expressions used in these By-Laws and not defined in 1(A) hereof have the same meaning as may be assigned to them in The Condominium Property Act, The Land Titles Act of Alberta or The Law of Property Act of Alberta as amended from time to time, or any Statute or Statutes passed in substitution therefore. Words importing the singular number also include the plural and vice versa and words importing person include firms and corporations and vice versa, where the context so requires.

DUTIES OF THE OWNERS

2. An owner shall:

(A) permit the corporation and its agents, at all reasonable times, on notice (except in case of emergency, when no notice is required) to enter his unit for the purpose of:

- (i) inspecting the unit,
- (ii) maintaining, repairing or replacing, pipes, wires, cables and ducts existing in the unit or capable of being used in connection with the enjoyment of any other unit or common property,
- (iii) maintaining, repairing or renewing common property,
- (iv) ensuring that the By-laws are being observed;

(B) forthwith:

- (i) Carry out all work that may be required pursuant to these By-laws or as required by a municipality or public authority in respect of his unit other than any work for the benefit of the building generally and;
- (ii) pay all rates, taxes, charges and assessments that may be payable in respect of his unit;

(C) maintain his unit in a state of good repair, including all windows and doors, but excluding outer boundaries or walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, usefulness, value or safety of the unit and keep it in a state of good repair; and shall maintain in a reasonable manner any area which is located on any part of the common area which is located on any part of the common property to which the owner has been granted exclusive use pursuant to By-law 3(1) and 35 and any grassed area which is not accessible, in the sole opinion of the Board for cutting by power mowers and the plants and landscaping, if any therein and if the owner shall not maintain such lawn, plants, and landscaping to a standard similar to that of the common property, the corporation may give two (2) weeks notice to the owner of this defect and if such notice has not been complied with at the end of this period, then the corporation may carry out such work and the provisions of By-law 35 shall apply;

(D) not make structural, mechanical or electrical alterations to his unit or to the common property without the prior written consent of the board, which shall not be unreasonably withheld;

(E) not use his unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of an other unit (whether an owner or not) or the family of such and occupier;

(F) comply strictly with and cause all his tenants, family, visitors and other occupants to comply with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time;

(G) notify the corporation forthwith upon any change of ownership or of any mortgage, lease or other dealings in connection with his unit;

(H) pay to the corporation, when due, all common expenses levied or assessed against his unit, together with interest on any arrears thereof at the rate so declared applicable by the Board for such overdue accounts for that year;

(I) deposit with the corporation annually, if requested, twelve (12) duly executed post-dated cheques for the condominium fees, in accordance with the assessment approved at the annual general meeting.

DUTIES OF THE CORPORATION

3. The Corporation shall:

(A) control, manage and administer the common property for the benefit of the owners in accordance with the By-laws;

(B) keep in a state of good and serviceable repair and properly maintain any personal property in connection with the common property;

(C) maintain that portion of the common property not granted to an owner for his exclusive use. On default of the owner of a unit to maintain that portion of the common property to which that owner is granted exclusive use, the corporation may so maintain that area in accordance with these By-laws and the Act;

(D) maintain and repair (including replacement where reasonably necessary) the pipes, wires, cables, ducts, conduits, plumbing, sewers, party walls and other facilities for the furnishing of utilities and services for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property or any corporation property;

(E) maintain and replace (where reasonably necessary) all lawns, trees, shrubs and all other landscaping elements within the common property, including exclusive use areas;

(F) clear ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the common property designated for pedestrian or vehicle movement or outside parking, upon the common property;

(G) collect and receive all contributions towards the common expenses and deposit same in a separate account in a chartered bank or trust company;

(H) on written request of an owner or the registered mortgagee of the unit, make available for inspection to the owner or mortgagee, or a person authorized in writing by the owner or mortgagee, the policy or policies of insurance affected by the corporation and the receipt or receipts for the premiums;

(I) provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and if approved by the Board, enter into insurance trust agreements from time to time as required by the insurance trustee, which said insurance shall include (to the extent obtainable) the following insurance:

- (i) fire insurance with extended coverage endorsement insuring all the insurable common property and all insurable property both real and personal of any nature whatsoever of the corporation and all of the units including all improvements and betterments made to the residential units by the owners of which it has knowledge and the bathroom and kitchen fixtures installed by the developer therein (but not including furnishings or other personal property of the unit owners) for the full replacement cost thereof, without deduction for depreciation, and covering the interests of and naming as insureds:
 - (a) all owners from time to time;
 - (b) their mortgagees (if such mortgagees have given written notice of their interest to the corporation);
 - (c) the corporation, as their respective interests may appear and each policy shall provide that the proceeds on loss are to be paid to the Insurance Trustee. The expenses of such Insurance Trustee shall be treated as common expenses;
- (ii) Boiler and machinery (including elevator) insurance;
- (iii) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution;

All policies shall provide that they may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all mortgagees of units who have given prior written notice to the corporation

of their interests. Prior to obtaining any policy of fire insurance or any renewal thereof and at least annually, the Board shall obtain an appraisal from a qualified appraiser setting out the full replacement value of the buildings including all of the units and the common property and all property of the corporation and the Board shall forthwith deliver a copy of each appraisal to each mortgagee who has given written notice to the corporation of its interest. The Board shall maintain the insurance at the level required by these By-laws and suggested by the said appraisal.

Exclusive authority to adjust losses and settle proceeds under policies hereinafter in force in the project shall be vested in the Board or its authorized representative and the Insurance Trustee.

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by the owners or their mortgagees and the Board's insurance shall be deemed to be primary insurance.

The Board shall also obtain and maintain public liability insurance insuring the Board and the owners against any liability to the public or to the owners and their invitees, licensees or tenants, incidental to the ownership or use of the project. Limits of liability under such insurance shall be not less than \$1,000,000.00 inclusive for bodily injury or property damage per occurrence.

The limits and coverage shall be reviewed at least annually by the Board and increased at its discretion. The policy or policies shall provide a cross liability endorsement wherein the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another named insured.

Each insurance policy must insure the interests of the corporation and the owners, with standard mortgagee endorsements attached and shall also provide for:

- (A) a waiver by the insurer of its subrogation rights against the corporation, its manager, agents, employees and servants and the owners and any member of the household or guests of any owner or occupant of a unit, except for arson and fraud;
- (B) a waiver of the insurer of any defence based on co-insurance provided that policies of physical damage insurance may contain co-insurance on a stated amount basis as long as the appraisal requirements of this By-law are met, or of the invalidity arising from the conduct of or any omission or act or breach of a statutory condition of insured;

- (C) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the condominium status is terminated.

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner upon written request having been made therefore and a duplicate original or certified copy of the policy to each registered mortgagee who has given written notice of his mortgage to the corporation. A renewal certificate or memorandum or a certificate or memorandum of new insurance policies to each registered mortgagee who has given written notice of his mortgage to the corporation not later than ten (10) days before the expiry of any current insurance coverage shall be kept by the corporation in the offices, available for inspection by any owner or registered mortgagee on reasonable notice to the corporation.

Notwithstanding the foregoing, the owners may and upon the written request of any mortgagee shall carry insurance on their own units as permitted by the Act, provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by any unit owner PROVIDED THAT in the event any use of any unit shall lead to an increase in the fire or other insurance premiums otherwise payable on the insurance obtained by the Board or insured procured by another owner, the party causing such increase shall be liable for payment of the same to the corporation or individual owner, as the case may be and such increase may be collected by the corporation by adding the same to the common expenses allocated to each unit owner.

(J) make such reasonable house rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the common property and do all things reasonably necessary for the enforcement of the By-laws and for the control, management and administration of the common property generally;

(K) 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 incurs in the management or administration of the entire project;

(L) grant to an owner the right to exclusive use and enjoyment of that portion of the common property designed and designated for the exclusive use of the owner of the unit designated on the condominium plan as a balcony;

(M) the Board shall establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of any real and personal property owned by the corporation, including the common property where the repair or

replacement does not occur annually. The Board may by resolution determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure and the Capital Replacement Reserve Fund shall be an asset of the corporation.

POWERS OF THE CORPORATION

4. The corporation may:

(A) purchase, hire or otherwise acquire personal property for use by owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the corporation or the common property;

(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 15% of the current year's common expenses budget has been approved by special resolution;

(C) secure the repayment of money borrowed by it and interest thereon, by negotiable instrument, a mortgage of unpaid contributions (whether levied or not) or a mortgage of any property owned by it or by combination of those means;

(D) grant a lease to an owner under and as provided for by Section 41 of the Act;

(E) charge interest under and as provided for by Section 32 of the Act on any contribution owing to it by an owner;

(F) make an agreement with any owner or tenant of a unit for the amenities or services by it to the unit or the owner or tenant of the unit;

(G) do all things reasonably necessary for the enforcement of the By-laws and for the control, management and administration of the common property generally and of corporation property and impose such penalties as applicable legislation permits and any such penalties shall become due and payable to the corporation in accordance with such legislation, including but not limited to those remedies specified by the Act;

(H) enter into agreements, leases, easements and similar documents which may be required from time to time in order to retain professional management to supervise and execute the duties of the corporation;

(I) 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.

THE BOARD

5. (A) The powers and duties of the corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.

(B) Until the first annual general meeting of the owners, the Board shall consist of three (3) nominees of the developer. Thereafter, the Board shall consist of not less than three (3) nor more than seven (7) owners or spouses or representatives of owners who have notified their interest to the corporation and the Board shall be elected at each annual general meeting.

(C) At each annual general meeting of the corporation, all the members of the Board shall retire from office and the corporation shall elect a new Board.

(D) The corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another owner in his place to hold office until the next annual general meeting.

(E) Any casual vacancy of the Board may be filled by the remaining members of the Board.

(F) A quorum of the Board is two (2) where the Board consists of three (3) in which case the chairman of the meeting shall have a casting vote in the event of a tie vote and shall consist of three (3) where the Board consists of more than three (3) members.

(G) At meetings of the Board all matters shall be determined by simple majority vote.

ELIGIBILITY

6. (A) Any person shall be eligible for nomination, provided that person is an owner, spouse or tenant of an owner and provided that:

- (a) if a unit has more than one owner, only one such owner may sit on the Board at one time; and
- (b) that person is not indebted to the corporation for any contribution levied or fine imposed and overdue by more than thirty (30) days.

(B) In the event that a unit is owned by a company, that company shall designate person to vote for the company and that person shall be eligible for nomination or election to the Board.

OFFICERS OF THE CORPORATION

7. A general meeting shall be held annually on or about the anniversary date of the first general meeting. At its initial meeting, the Board shall elect from its members a president, vice-president, secretary and treasurer to be the officers of the corporation. The duties of the officers shall be as determined by the Board from time to time. Provided however, the Board may delegate any and all its duties to a professional management firm in accordance with By-law 3 hereof.

DUTIES OF THE BOARD

8. (A) The Board shall:

- (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
- (b) prepare financial statements relating to all money of the corporation and the income and expenditures of the corporation, for each annual general meeting;
- (c) maintain financial records of all the assets, liabilities and equity of the corporation;
- (d) submit to the annual general meeting an annual report consisting of the financial statement and such information as the Board may determine or as may be directed by a resolution passed at a general meeting;
- (e) upon request and on payment of a reasonable fee, provide to an owner, mortgagee or their designee, a copy of the following:
 - (i) a copy of the most recent financial statement of the corporation;
 - (ii) copies of the minutes of any Board or general meeting;
 - (iii) an estoppel certificate.
- (f) at least once in each year, cause the books and accounts of the corporation to be reviewed by an accountant or certified general accountant and shall submit the report to the annual general meeting of the corporation and the cost of such review shall be an obligation of the corporation;
- (g) subject to any restrictions imposed or directions given at a general meeting of owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation;
- (h) obtain and retain by contract the services of a manager or professional management company for such purposes and upon such terms as the Board may

- from time to time decide should the Board in its sole discretion deem this advisable;
- (i) cause to be kept in one location:
- (i) a copy of the By-laws and all amendments to the By-laws of the corporation;
 - (ii) a copy of any special or unanimous resolution passed by the corporation;
 - (iii) copies of all legal agreements to which the corporation is a party, including without limitation, management contracts, insurance policies and leases;
 - (iv) a register of the members of the Board;
 - (v) a register of owners and the name and address of any mortgagee or tenant;
 - (vi) the minutes of general meetings;
 - (vii) the minutes of Board meetings;
 - (ix) the annual budget for each fiscal year;

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

(C) 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 said Board not less than seven (7) days notice of a meeting proposed by him, specifying the reason for calling the meeting; provided that the Board shall meet at the call of the president on such notice as he may specify without the necessity of the president giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the corporation such agents and servants as it thinks fit in connection with the control, management, maintenance and administration of the common property and corporation property and the exercise and performance of the powers and duties of the corporation;
- (c) subject to any restriction imposed or direction given at a general meeting of owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation.

SIGNING AUTHORITIES

9. The Board shall determine by resolution, from time to time, the officer or officers who shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

CORPORATE SEAL

10. The corporation shall have a common seal, which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

EXTRAORDINARY GENERAL MEETING

11. In addition to the mandatory annual general meeting, the Board may, whenever it thinks fit and shall upon a petition in writing made by persons entitled to vote representing at least twenty per cent (20%) of the total unit factors for the units, convene an extraordinary general meeting.

NOTICE OF MEETINGS

12. Seven (7) days notice of every general meeting, including an extraordinary general meeting, specifying the place, the date and the hour of the meeting and in case of special business, the general nature of that business, shall be given to all owners and registered first mortgagees who have notified their interest to the corporation, but accidental omission to give that notice to any owner or to any registered first mortgagee or non-receipt of that notice by any owner or any first mortgagee does not invalidate any proceedings at any such meeting. Notice to owners shall be delivered to their mail box so provided on the common property.

QUORUM REQUIRED

13. Except as otherwise provided in these By-laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote, present in person or by proxy, constitutes a quorum.

ADJOURNMENT FOR LACK OF QUORUM

14. If within one-half (1/2) hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand

adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present for the meeting, the persons entitled to vote, who are present, constitute a quorum.

ORDER OF BUSINESS

15. (A) The president shall act as chairman of a general meeting and in his absence or disability, the vice-president or such other person as may be elected at the meeting.

(B) The order of business at annual general meetings and as far as practicable at all extraordinary meetings, shall be:

- (a) call to order by the chairman;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of finance committee or previous year's budget;
- (f) reports of budget for ensuing year;
- (g) election of members of the Board;
- (h) unfinished business;
- (i) new business, and
- (j) adjournment.

SHOW OF HANDS

16. At any meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by a person entitled to vote and present in person or by proxy and unless a poll is so demanded, a declaration by the chairman that a resolution has, on the show of hands been carried, is conclusive proof of the fact, without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.

TAKING OF POLL

17. A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

EQUALITY OF VOTES

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

NUMBER OF VOTES

19. On a show of hands, each person entitled to vote shall, subject to the provisions of the next following paragraph, have one (1) vote; on a poll, the votes of persons to vote shall correspond with the unit factors for the respective units represented by them. Except for those matters requiring a special resolution or unanimous resolution, all matters shall be determined by a simple majority vote. In the event of a tie vote, the Chairman is entitled to a casting vote in addition to his original vote.

MANNER OF VOTING

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

APPOINTMENT OF PROXY

21. An instrument appointing a proxy shall be in writing under the hand of the appointer or his solicitor and may be either general or for a particular meeting but a proxy need not be an owner.

RESTRICTIONS ON VOTING

22. There are no restrictions or limitations on the right to vote except that an owner is not entitled to vote at any general meeting unless all contributions payable in respect of his unit have been paid, provided that such inability on the part of the owner shall not in any way affect the right of the mortgagee first entitled in priority to the owner's unit, to vote in accordance with the Act.

VOTE BY CO-OWNERS

23. Co-owners may vote by proxy jointly appointed by them and in the absence of such proxy are entitled to one vote on a show of hands but any one co-owner may demand a poll and on any poll each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit.

VOTE WHEN SUCCESSIVE INTERESTS

24. Where owners are entitled to successive interests in a unit, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

VOTE OF TRUSTEE

25. (A) Where an Owner is a trustee he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust and those persons may not vote.

(B) Notwithstanding the provisions of these By-laws with respect to the appointment of a proxy where the owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or prescribed by the owner's failure to pay assessments.

AMENDMENT OF BY-LAWS

26. The By-laws of the corporation may be amended, repealed or replaced by a special resolution, that is a resolution:

(A) passed at a properly convened meeting of the corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by this Act or the By-laws and representing not less than 75% of the total unit factors for all the units; or

(B) signed by not less than 75% of all persons who, at a properly convened meeting of the corporation, would be entitled to exercise the powers of voting conferred by this Act of the By-laws and representing not less than 75% of the total unit factors for all the units.

VIOLATION OF BY-LAWS AND POWERS TO ENFORCE BY-LAWS

27. (A) In addition to those remedies established by applicable legislation, any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the corporation and any costs or expenses incurred or expended by the corporation in correction, 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 at the rate so declared applicable by the Board for that year.

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

(C) The Board may exercise the powers and take proceedings under Part IV of the Provincial Court Act to recover from the owner or tenant, or both, the penalty in accordance with Section 29 of the Act, as amended from time to time.

(D) The corporation is authorized to make applications to the court to require a tenant to give up possession and to make any other Order that the Court considers proper in the circumstances as provided in Sections 45, 46 and 47 of the Act, as amended from time to time.

DEVELOPER'S RIGHTS

28.1 During such time as the developer is the owner of one or more units, it shall have the right to maintain a reasonable number of units, whether owned or leased by it, as display units and to carry on all sales functions it considers necessary from such units and lease any unit or any part thereof without the consent of or notice to the corporation or the Board. The developer, its agents, employees and mortgage inspectors shall have the right to enter into any unit and 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.

28.2 Notwithstanding anything to the contrary herein before contained, until 50% of the units have been sold by the developer and prior to the first annual general meeting being convened and the fiscal year of the corporation established, the following provisions will apply:

- (1) The developer will cause to be prepared an interim statement of anticipated common expenses which may be revised and sent to the owners every three (3) months, the owner or occupier of the unit shall pay to the corporation on the first day of each month, commencing on the first day of the month next following receipt by the owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards common expenses for which his unit is responsible.

- (11) The omission by the corporation to fix the assessment 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 By-laws or release of the owner or owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No owner can exempt himself from liability for his contributions towards the common expenses by waiver of the use or enjoyment of any of the common property or by vacating or abandoning the unit.

ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS

29. (A) The common expenses of the corporation shall without limiting the generality hereof, include the following:

- (a) all levies or charges on account of garbage removal, electricity, water, gas and fuel service supplied to the corporation for the project and not charged directly to any one owner;
- (b) all the charges on account of common area maintenance and for ice, snow and debris clearance and removal from the common property;
- (c) all charges on account of maintenance of common property for which the corporation is responsible under these By-laws;
- (d) all insurance costs in respect of the insurance for which the corporation is responsible under these By-laws and the Act;
- (e) all costs and charges for all manners of consultation, professional services and assistance required by the corporation, including, but without limiting the generality of the foregoing, all legal, accounting and appraisal fees and disbursements, management fees, wages, salaries and other expenses payable to or on account of employees of the corporation;
- (f) all reserves for repairs and replacement of common property and portions of units or buildings, the repair or replacement of which is the responsibility of the corporation;
- (g) all costs of furnishings and equipment that may be purchased for the caretaker suite or related amenities, including the repair, maintenance or replacement thereof;
- (h) all costs of borrowing money for the purposes of carrying out the duties and objects of the corporation;

(i) any and all expenses consisting of but not limited to the categories as set out aforesaid relating to the parking areas located upon the parcel.

(B) At least fifteen (15) days prior to the end of each fiscal year, the corporation shall deliver or mail to each owner, at the municipal address of his unit or that address the owner has designated to the corporation for service:

- (a) a copy of the budget for the ensuing fiscal year;
- (b) a notice of the assessment for his contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the owners in proportion to their factors as shown on the condominium plan.

(C) The budget shall set out by categories an estimate of the common expenses of the corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.

(D) The common expenses set forth in each assessment shall be payable to the corporation or to any other persons, firm or corporation to whom the corporation shall direct payment to be made, from time to time, in twelve (12) equal and consecutive monthly instalments, payable in advance, on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of such notice of assessment.

(E) All payments of whatsoever nature, required to be made by each owner and not paid within ten (10) days from the due date for payment, shall bear interest at the rate so declared applicable by the Board for that year from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

(F) Within thirty (30) days following written application by the owner, the corporation shall furnish to the owner a statement setting forth, as of the date, the amount of any unpaid assessments then due from such owner.

(G) The common expenses shall be paid by the unit owners in the same proportion as the unit factor to the total unit factors.

SPECIAL ASSESSMENTS

30. If at any time it appears that the annual assessment or contribution towards the common expenses will be insufficient to meet the common expenses, the Board may assess, in accordance with the formula established in By-law 29 and collect a special contribution or contributions against each unit, in an amount sufficient to cover the additional anticipated common expenses. The corporation shall give written statement setting out the

reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid, shall bear interest at the rate so set by the Board for that year.

DEFAULT IN PAYMENT OF ASSESSMENTS

31. (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 assessment, installment or payment due to the corporation, which shall be a first charge against such estate or interest, subject only to the rights of any registered first mortgagee or prior charge. The corporation shall have the right to file a caveat against unit title or interest of such owner, in respect of the lien or charge, 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.

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

(C) In the event of any assessment, installment or payment remaining unpaid for a period of thirty (30) days, the corporation, at its election, may accelerate the remaining monthly assessments, installments and payments for the next twelve (12) months, upon notice to the owner in arrears and thereupon all such unpaid monthly assessments, installments and payments shall become payable on as of the date of the said notice.

ESTOPPEL CERTIFICATE

32. Any certificates as to an owner's position with regard to expense assessments or otherwise, issued by an officer of the corporation or the managing agent, shall be deemed an estoppel certificate and the corporation and all of the owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the unit owner; but this shall not prevent the enforcement against the unit owner incurring the said expense, of all obligations of the said unit owner, whether improperly stated in such estoppel certificate or not.

LEASING OF UNITS

33. The owner of a unit shall have the right to lease the unit to any party provided he has given written notice to the corporation of his intention to rent the unit and has provided in said notice, the following:

- (A) the address at which he can be served with any notice;
- (B) the authority to the corporation, or its nominee management company, to require and hold a damage deposit equal to one month's rent of the unit; provided the Board at its annual general meeting has obtained approval for the requirement of said damage deposits;
- (C) the name of the rental or management agency, if any, who will act as the owner's agent for the said rental;
- (D) the amount of rent to be charged for the unit;
- (E) an undertaking in a form satisfactory to the corporation signed by the proposed lessee or occupant indicating that the proposed lessee or occupant of the unit will comply with the provisions of the Act and of the By-laws of the corporation;
- (F) a further undertaking by the owner agreeing to be jointly and severally liable with the proposed lessee or occupant with reference to any such obligations;

SEVERABILITY

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

EXCLUSIVE USE OF BALCONIES

35. The owner of each unit shall have the exclusive use of any balcony, terrace or deck immediately adjacent and affixed to his unit to which he has sole access. Any decoration, modification or landscaping of balconies, terraces or decks may only be carried out after the express written consent of the Board has been obtained therefore and the maintenance of that shall be the sole responsibility of the owner who has the exclusive use of that balcony, terrace or deck.

The Board shall also be responsible for structurally maintaining the balconies, terraces and decks to a standard considered reasonable by the Board and for removing ice, slush, snow and debris from the parking areas and driveways.

If the owner shall fail to maintain (excepting structurally maintaining) or correct any such balcony, terrace or deck in accordance with this By-law after ten (10) days notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the problem corrected and the owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said problem and pay interest thereon at the Interest Rate after demand for payment.

PARKING AREAS

36.1 The Board may allocate to each owner of a unit or his tenant, who so requests, at least one (1) parking stall, it being understood that any such allocation may only result in one (1) stall being provided to each or any unit any such allocation shall be conditional upon all owners, if there are more than one, of any such unit providing the Board with a request in writing consented to by all of them, with reference to the allocation of such unit and designating the name of the party to whom such unit is to be allocated.

36.2 The Board may allocate one (1) or more parking stalls to an owner or tenant if same are, in the opinion of the Board, available, provided the Board has sufficient stalls to comply with subclause 36.1 aforesaid and the Board may specify that any such stall shall be reserved for short term parking for guests of the owners or tenants, all in accordance with the policies adopted by the owners and amended from time to time at an annual general meeting.

OPERATING RULES AND REGULATIONS

37. An owner shall not:

- (A) use his unit or any part thereof which may be illegal or injurious to the reputation of the condominium project or for a purpose involving the attention of the public at such unit;
- (B) use or permit the use of his unit other than a single family dwelling;
- (C) keep or allow any animal, livestock, fowl or pet of any kind (other than birds or fish or small animals restrained at all times inside the unit) at any time to be in his unit or on the common property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn any time on seven (7) days notice to that effect, provided always that no pet in excess of twenty (20) pounds in weight shall be permitted by the Board;

- (D) make or permit noise in or about any unit or the common property which in the reasonable opinion of the Board is a nuisance or unreasonable interferes with the use and enjoyment of a unit or the common property by any other owner. 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;
- (E) subject to sub-paragraph (n), erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on the common property or on any privacy area assigned to him;
- (F) without the consent in writing of the Board first had and obtained, erect a television or mobile telephone or radio antenna, tower or similar structure;
- (G) store any coal or any combustible, inflammable or offensive goods, provisions or materials in his unit or on the common property provided however, the Board may pass regulations for the storage and use of fireplace and barbecue material within the unit of privacy area;
- (H) do anything or permit anything to be done in his unit or the common property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- (I) do anything or permit anything to be done either in the unit or on the common property that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether federal, provincial or municipal;
- (J) deposit customary household refuse and garbage outside the units, except in proper garbage chutes supplied by the Board and in enclosures designated by the Board;
- (K) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's' play things, devices or toys or their objects on the lawns and grounds 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;
- (L) permit any member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation;
- (M) erect, place, allow, keep or display signs, billboards, advertising matter 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 approval of the Board;
- (N) (i) use any part of the common property other than a parking area designated under By-law 36.1 or 36.2 for the parking of any motor vehicles except in accordance with permission

- in writing from the Board, at a fee as may be determined by the Board;
- (ii) allow any vehicle, motorized or otherwise to be parked or stored other than in an area designated by the Board;
 - (iii) keep on the common property any private passenger automobile which is not being used from day to day;
- (O) obstruct or permit any walkways, passage or driveways or parking areas to be obstructed by the actions of his family or guests;
 - (P) allow his unit, garage, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance;
 - (Q) make or cause to be made any structural alteration or addition to his unit without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the corporation as a result thereof shall forthwith be paid by such owner to the corporation and shall bear interest at the rate of twelve (12%) percent per annum from the time such costs are incurred until paid;
 - (R) allow the area around his premises to become untidy. The Board shall be at liberty to remove any rubbish or clean up the common property in close proximity to an owner's premises to its satisfaction and charge the expense to the owner;
 - (S) do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the corporation or which would increase the premium therefore;
 - (T) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his unit and privacy area, when not in actual use and each owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles, including bicycles, toys and the like things belonging to an owner's household be put away inside such unit or privacy area, when not in actual use.

SCHEDULE 2

THE OWNERS: CONDOMINIUM PLAN 8211761
BY-LAW NO. 2

INSURANCE TRUSTEE

Central Guaranty Trust Company, 230, 120 - 4th Avenue S.E., Calgary, Alberta, T2G 0C4, is hereby designated the Corporation's insurance trustee pursuant to Section 38(4) of the Condominium Property Act (Alberta), in accordance with the Condominium Insurance Trust Agreement to be executed between The Owners: Condominium Plan 8211761 and Central Guaranty Trust Company, until the expiration or earlier termination of the said Condominium Insurance Trust Agreement.