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**Notice of Change of By-Laws**

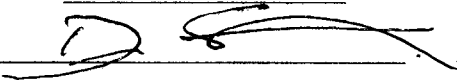
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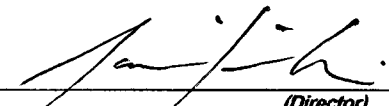
Condominium Property Act  
Sections 32

Condominium Corporation No. 8110119 hereby certifies that, by a special resolution passed  
of June 14, 2017, the by-laws of the corporation were added to, amended  
or repealed as follows:

Existing By-Laws registered on July 9, 1997, as instrument number 971 197 018, are replaced entirely by the By-Laws  
attached hereto.

The seal of Condominium Corporation No. 8110119 was affixed on July 24, 2017

in the presence of Dan Stante 

  
James Somerville  
(Director)

(Corporate Seal)

SCHEDULE "A"

<b>2017 SUBSTITUTIONAL BY LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 8110119</b>
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BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 8110119

**GENERAL AND MISCELLANEOUS**

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*, Revised Statutes of Alberta, 2000, current, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
  - (b) “*Board*” means the Board of directors of the Corporation;
  - (c) “*By-Laws*” means the By-Laws of the Corporation, as amended or substituted from time to time;
  - (d) “*Capital Replacement Reserve Fund*” means a fund established in accordance with the provisions of the *Act*, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation, and Common Property;
  - (e) “*Common Expenses*” (elsewhere commonly referred to as “Condominium Fees” or “Special Assessments”) means the expense of performing of the objects and duties of the Corporation and any other expenses specified as Common Expenses in these By-Laws, and may include expenses incidental to the property of the Corporation, or the Common Property, or expenses incurred by the Corporation on behalf of all Owners;
  - (f) “*Common Property*” means so much of the Parcel as is not comprised in, or does not form part of any Unit shown on the Condominium Plan, and includes all windows and doors of a unit that are located on exterior walls of the unit unless otherwise stipulated in the Condominium Plan;
  - (g) “*Condominium Plan*” means the plan registered under the Act as No. 8110119, and commonly known as Glenwood Manor;
  - (h) “*Corporation*” means the Corporation constituted under the Act by the registration of the Condominium Plan, whose legal name is “Condominium Corporation No. 8110119”;
  - (i) “*General Meeting*” (including both Annual and Extraordinary General Meetings), means those meetings, held upon notice to all members of the Corporation of whom the Corporation has notice, at which all such members or their proxies are entitled to be present, and if otherwise qualified, to vote;
  - (j) “*Heritage Building*” means that the built structure as depicted on the Condominium Plan is designated a “Provincial Historic Resource” ( as defined under Section 20 of the *Historical Resources Act*, Revised Statutes of Alberta, 2000 c. H-9 as amended from time to time, or any statute or statutes passed in substitution therefor), and is therefore governed by the policies and protocols set forth therein;
  - (k) “*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 upon Ordinary Resolution of the Corporation, 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;
  - (l) “*Interest Rate*” means Eighteen (18%) per cent per annum, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;

- (m) “*Manager*” means the person or corporation contractually appointed by the Board, to carry out some or most of its financial and administrative functions thereunder, while acting under the Board's authority;
- (n) “*Ordinary Resolution*” means a resolution:
  - (i) passed at a properly convened General Meeting of the Corporation by a majority of not less than fifty-one (51%) per cent of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these By-Laws; or
  - (ii) in writing signed by not less than fifty-one (51%) per cent of all of the persons who, at a properly convened General Meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-Laws, and representing not less than 5001 of the Unit Factors for all of the Units;
- (o) “*Owner*” means a person who is registered as the Owner, or one of the Owners, of the fee simple estate in a Unit;
- (p) “*Parcel*” means the land comprised in the Condominium Plan;
- (q) “*Privacy Areas*” means a portion of the Common Property (such as decks, entrance porch, step, veranda, parking area, or storage area) granted, leased, or assigned by the Corporation for exclusive use of an Owner;
- (r) “*Regulation*” or “*Regulations*” means the *Condominium Property Act* regulation, currently being Alberta Regulation 168/2000, and any other regulation made from time to time in substitution, replacement, or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (s) “*Residential Unit*” or “*Residential Unit Owner*” means, respectively, Units 1 to 12 within Condominium Plan 8110119, or the persons who are registered as Owners thereof;
- (t) “*Special Business*” means any resolution to be voted upon at a properly convened meeting of the Owners of which advance notice is required to be given under these By-Laws; special Business may or may not require to be passed by a Special Resolution;
- (u) “*Special Resolution*” means:
  - (i) a resolution passed at a properly convened General Meeting of the Corporation, of which at least fifteen days (15) days’ notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled under the Act or these By-Laws to exercise the voting powers in the Corporation and representing not less than 75% of the total Unit Factors for all Units; or
  - (ii) a written resolution signed by not less than 75% of all persons who, at a properly convened General Meeting of the corporation, would be entitled to exercise the power of voting conferred by the Act or these By-Laws and representing not less than 75% of the total Unit Factors for all the Units;
- (v) “*Spouse*” includes a person who holds that position usually enjoyed by a spouse, whether or not he or she is legally married;
- (w) “*Unanimous Resolution*” means:
  - (i) a resolution passed unanimously at a properly convened General Meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these By-Laws and representing the total Unit Factors for all Units; or
  - (ii) a written resolution signed by all person who, at a properly convened General Meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-Laws;

- (x) "Unit" means a space that is situated within a building and described in the Condominium Plan by reference to floors, walls and ceiling within the building and the only portion of that floor, wall or ceiling, as the case may be, that forms part of the Unit is the finishing material that is on the interior of that Unit, including any lath and plaster, paneling, gypsum board, panels, flooring materials or wall coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling as the case may be, and the Units are "residential units" as defined in the Act;
- (y) "Unit Factor" means that fraction expressed in ten-thousandth shares that each Unit bears in relation to all the Units in the Parcel, as more particularly specified or apportioned and described in and set forth on the Condominium Plan registered at the South Alberta Land Titles Office.

B. Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-Laws and other expressions used in these By-Laws and not defined in the Act or in these By-Laws have the same meaning as may be assigned to them in the *Land Titles Act* (Alberta) or the *Law of Property Act* (Alberta), as amended from time to time or in any statutes passed in substitution thereof. Words importing the singular number also include the plural and vice versa, and words importing the masculine gender also include the feminine gender or neuter and vice versa and words importing persons include firms and corporations and vice versa, where the context so requires.

MISCELLANEOUS PROVISIONS

- 2.A The headings used throughout these By-Laws are inserted for reference purposes only and are not to be considered or taken into account in constructing the terms or provisions of any By-Law;
- B. The rights and obligations given or imposed on the Corporation or the Owners under these By-Laws are in addition to any right or obligations given if imposed on the Corporation or Owners under the Act; and
- C. If there is any conflict between the By-Laws and the Act, the Act prevails.

<b>DUTIES OF OWNERS</b>
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DUTIES OF THE OWNERS

- 3. An Owner Shall:
  - (a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on 24 hours written notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing party walls, pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of accessing meters monitoring the usage of any utility, or for the purpose of ensuring that the By-Laws are being observed, or for the purpose of doing any work for the benefit of the Corporation generally;
  - (b) forthwith carry out all work that may be ordered by any municipality or other public authority in respect of his Unit, and pay all taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
  - (c) as more particularly set forth in By-Law 58.A, repair maintain and keep in a state of good repair every part of the Unit, and as more particularly set forth in By-Law 55, maintain to the standard established by the Board from time to time, any Privacy Areas granted, leased or assigned to him or his Unit;
  - (d) not make repairs, additions or alterations to the exterior of his Unit or the building (including interior and exterior load bearing and the partition walls) of which his Unit forms a part, or to

the plumbing, mechanical or electrical systems within his Unit without first obtaining written consent of the Corporation;

- (c) pay to the Corporation when due, all Common Expenses and other obligations levied or assessed against his Unit together with interest on arrears thereon at the Interest Rate calculated from the due date, and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- (f) comply with these By-Laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors of his Unit to similarly comply;
- (g) as more particularly set forth in By-Law 55 and By-Law 58, not use and enjoy the Common Property except in accordance with these By-Laws and such rules and regulations as may be adopted pursuant thereto from time to time, and except in such manner as will not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (h) indemnify the Corporation for damage to, or the cost of, repairing or replacing damage to any part of the Common Property or any Unit caused or aggravated by the act or omission of such Owner, his occupants, invitees, or by any default under these By-Laws by such Owner, his occupants and invitees;
- (i) as more particularly set forth in By-Law 58, not use his Unit or permit it to be used in any manner or for any purpose which may be illegal, injurious or likely to cause nuisance or hazard to any occupier of another Unit, or which may unduly impair the enjoyment of other occupiers or the character of the community;
- (j) notify the Corporation forthwith upon any change of ownership or occupancy of his Unit; and
- (k) adhere to all requirements, policies and protocol established from time to time as required to preserve the maintenance of Glenwood Manor as a Heritage Building, including the provision of plans and drawings for any alterations or improvements to any Privacy Area or Common Property.

<b>DUTIES AND POWERS OF THE CORPORATION</b>
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**DUTIES OF THE CORPORATION**

- 4. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board shall:
  - (a) control, manage, maintain, repair and administer as herein provided the Common Property and all real and personal property of the Corporation for the benefit of the Owners collectively and for the benefit of Glenwood Manor;
  - (b) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities currently existing within the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property. In circumstances where all or any part of such facilities are located entirely within a Unit, liability for cost of such maintenance and repair may be allocated or determined by the Board pursuant to By-Law 5(o) hereof;
  - (c) as more particularly set forth in By-Law 48 and By-Law 49, provide and maintain in force such insurance as is required by the Act or under these By-Laws;
  - (d) provide such information and documentary evidence regarding the Corporation's insurance policies and other business affairs to such persons as the Act may require from time to time;



- (e) maintain, repair, or replace the Common Property, including all exterior surfaces, exterior windows and exterior doors, all other external fixtures and accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units, all fences, posts, retaining walls, lawns and other landscaping; including the exterior painting of Unit doors and the exterior washing of fixed windows of Units, PROVIDED that where the reason or cause for repair, replacement or maintenance is the negligent act or omission of a Unit Owner, then the cost of any such repair will be charged to the negligent Owner;
- (f) collect and receive all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act* (Alberta);
- (g) remove ice, snow, slush and debris from steps and walkways and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic or outside parking, and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property PROVIDED THAT the maintenance of any Privacy Area and improvements thereto shall be the responsibility of the Owner to whom such Privacy Area has been assigned;
- (h) provide adequate garbage receptacles or containers on the Common Property for use by all the Owners, and provide for regular collection therefrom;
- (i) keep and maintain for the benefit of the Corporation and all owners copies of warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals, including those provided to the Corporation pursuant to Section 46 of the Act, and those subsequently obtained by the Corporation from time to time;
- (j) not plant any trees or substantial landscaping or make any changes to structures, grass or fencing contrary to the terms of any easement, development agreement, restrictive covenant, or similar covenant in favor of any utility company, municipality or local authority;
- (k) subject to, and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions for Common Expenses a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to be required for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation, and the Common Property where the repair and replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless any such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of the funds contained therein shall be refunded or distributed to any Owner of a Unit except where the Parcel ceases to be a Condominium governed by the Act;
- (l) prepare a report each fiscal year respecting the Capital Replacement Reserve Fund showing:
  - (i) the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year;
  - (ii) all the payments made into and out of the Capital Replacement Reserve Fund for that year, and the sources and uses of those payments; and
  - (iii) 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;
- (m) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of matters dealt with in the Capital Replacement Reserve Fund report;

- (n) at the conclusion of five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund; and
- (o) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan, and most recent annual report prepared under Section 31 of the regulation to any person purchasing a Unit or any mortgagee of a Unit.

**POWERS OF THE CORPORATION:**

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

- (a) purchase, hire or otherwise acquire personal property 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, provided that real property shall only be acquired or disposed of by Special Resolution;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers, PROVIDED THAT any such borrowing in excess of 15% of the current year's Common Expenses budget must be approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of property vested in it, or by any combination of those means;
- (d) invest as it may consider advisable any contributions towards the Common Expenses subject to the restrictions set forth in Section 43 of the Act, and in the Regulations ;
- (e) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- (f) grant to an Owner a lease in respect of areas of the Common Property adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such a lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an owner or purchaser under an agreement for sale of such Unit;
- (g) designate, grant or assign to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof and, any such designation or grant may be terminated on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property, and do all things reasonably necessary for the enforcement of these By-Laws and for the control, management and administration of the Common Property generally, including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
- (i) appoint an Insurance Trustee and enter into insurance trust agreements from time to time as the Board may consider advisable;
- (j) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

- (k) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (l) acquire areas of the Common Property used for parking of vehicles for the purposes of visitor parking, handicap parking or otherwise;
- (m) pay an annual or per diem 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) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any By-Law; and
- (o) determine whether and to what extent an Owner shall (whether as a matter of Corporate policy or after considering the special circumstances of the Owner, if any) be relieved of his or its duty to:
  - (i) repair and maintain any part of his Unit or the Common Property designated for his exclusive use; or
  - (ii) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Common Property or any Unit caused or aggravated by his act or omission or that of his occupants, invitees, or by any default under these By-Laws by such Owner, his occupants and invitees.

<b>THE BOARD</b>
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**THE CORPORATION AND THE BOARD**

6. The powers the duties of Corporation shall, except as otherwise specially provided in the Act or these By-Laws, be exercised and performed by ordinary resolution of the Board.

**NUMBER ON THE BOARD**

7. The Board shall consist of not less than three, and not more than seven Owners or Spouses of the Owners, or representatives of mortgagees who have notified their interests to the Corporation.

**RETIREMENT FROM THE BOARD**

8. 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.

**ELIGIBILITY FOR SERVICE ON BOARD**

- 9.A To be eligible for election or appointment to the board, a person must be:

- (a) 18 years of age or older; and
- (b) an Owner or a resident of one of the Units; or a person designated by notice in writing given to the Corporation by a corporate Owner, or by any mortgagee of whom the Corporation has notice, as the representative of such a corporate owner or mortgagee.

Where:

- (c) a Unit has more than one Owner or resident, only one resident or Owner in respect of that Unit may sit on the Board at any one time;
- (d) the contributions due to the Corporation in respect of a Unit are unpaid for more than 30 days, no such Unit Owner or resident of shall be elected or appointed to the Board;

- (e) a member of the Board has any potential contractual, financial or employment related conflict of interest and any direct or indirect relationships relating therefrom, that member shall make full disclosure of such, and shall refrain from voting in any matter related to such conflict;

B. A retiring member of the Board, if otherwise eligible for election, shall be eligible for re-election.

#### REMOVAL FROM BOARD

- 10. Except where the Board consists of all the Owners, the Corporation may, by Ordinary Resolution at any 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.

#### CASUAL VACANCY ON BOARD

- 11. Where a vacancy occurs on the Board under By-Law 20, the remaining members on the Board may appoint a person to fill that office for the remainder of the former member's term, provided such person qualifies pursuant to By-Law 9.

#### QUORUM FOR BOARD

- 12. A quorum for Board meetings shall be two where the Board consists of four or less members, three where the Board consists of five or six members, and four where it consists of seven members.

#### OFFICERS OF THE CORPORATION

- 13. As soon as practicable after the Annual General Meeting of the Corporation, the new Board shall elect from its members, a President, Vice-President, a Secretary, and a Treasurer who shall hold their respective offices until the conclusion of the next Annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board, and in the case of a tie vote, shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. When 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 2 offices.

#### CHAIRMAN OF BOARD MEETINGS

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

#### DUTIES OF OFFICERS

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

#### VOTES OF THE BOARD

- 16.
  - (a) At meeting of the Board, all matters shall be determined by simple majority vote.
  - (b) A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
  - (c) Where a Board member has a material interest in an agreement or transaction to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.
  - (d) All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board.

#### FURTHER POWERS OF THE BOARD

17. The Board may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting PROVIDED THAT the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
  - (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
  - (c) subject to any valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time to revoke such delegation;
  - (d) obtain and retain by contract the services of a Manager, or of 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. 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. If under such contract, the Manager holds funds for the Corporation, then that contract shall require the Manager to maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation, and such bond shall be in an amount required by the Corporation but in any event not less than:
    - (i) the total amount of any Capital Replacement Reserve Fund in the hands of or controlled by the Manager; and
    - (ii) one month's total Common Expenses contributions of the Corporation or 1/12 of the total annual Common Expenses contributions for all Units (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) set and charge for, on behalf of the Corporation, reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these By-Laws.

#### ADDITIONAL DUTIES OF THE BOARD

18. The Board shall:
- (a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
  - (b) keep minutes of its proceedings and of General Meetings of the Owners, and, upon written request of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
  - (c) cause proper accounting records to be kept in respect of all sums of money received and expended by it and the purpose for which receipts and expenditures were carried out;
  - (d) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, and then provide such records at the Annual General Meeting, and approve an annual budget in accordance with By-Law 43;

- (e) maintain financial records of all assets, liabilities, reserves and equity of the Corporation;
- (f) on written application of an owner or other persons entitled thereto, make the books of account available for inspection at all reasonable times;
- (g) at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant or certified general accountant to be selected at each annual general meeting of the Corporation (the "Auditor") and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited financial statements of the receipts and contributions of all owners towards the Common Expenses and disbursements made by the Corporation, and a copy of the report of the Auditor within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;
- (i) within thirty (30) days of a person becoming or ceasing to be a member 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 that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- (i) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any changes in the address for Service of the Corporation;
- (j) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation; and
- (k) at all times, keep and maintain in force, all insurance required hereunder and by the Act, to be maintained by the Corporation.

#### DEFECTS IN APPOINTMENT TO THE BOARD

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

#### VACATING OFFICE OF BOARD MEMBER

20. The office of a member of the Board shall be vacated if the member;
- (a) by notice in writing to the Corporation resigns his office;
  - (b) dies;
  - (c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
  - (d) becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act (Alberta)*;
  - (e) is convicted of an indictable offense;
  - (f) is absent from meetings of the Board for a continuous period of two consecutive meetings without consent of the remaining members of the Board, and a majority of such remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
  - (g) ceases to qualify for membership pursuant to By-Law 9;
  - (h) becomes bankrupt or makes an assignment for the benefit of creditors ;
  - (i) is refused bonding, at a reasonable premium, by a recognized bonding institution; or

- (j) commences legal proceedings against the Board or the Corporation.

#### SIGNING AUTHORITIES

- 21. The Board shall determine, by resolution from time to time, the manner in which officers or other persons shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under the corporate seal. Two signatures shall be required on all cheques.

#### CORPORATE SEAL

- 22. The Corporation shall have a corporate seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by such persons as may be authorized from time to time by resolution of the Board.

<b>GENERAL MEETINGS</b>
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#### ANNUAL GENERAL MEETINGS

- 23. Annual General Meetings shall be held once in each calendar year, and no more than fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next. Each meeting shall be held within the City of Calgary, unless the Owners agree, by Ordinary Resolution, to hold such meeting in another location.

#### EXTRAORDINARY GENERAL MEETINGS

- 24. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

#### CONVENING EXTRAORDINARY GENERAL MEETINGS

- 25. The Board may convene an Extraordinary General Meeting whenever it thinks fit, and shall do so upon a requisition in writing by Owners representing not less than 15% of the total Unit Factors for all the Units, or upon the request in writing of mortgagees holding registered mortgages (and who have notified their interest to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 15% of the total Unit Factors, or a combination of such Owners and mortgagees entitled to vote with respect of 15% of the total Unit Factors to convene an Extraordinary General Meeting, which meeting shall be held within 30 days of the Board's receipt of the requisitions. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

#### NOTICE OF GENERAL MEETINGS

- 26. A minimum of Seven (7) days' notice of every General Meeting specifying the place, the date and the hour of the meeting, and in the case of special business, the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owners and to such mortgagees in the manner prescribed in these By-Laws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceeding thereat. In computing the number of days of notice of a General Meeting required under these By-Laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before, or after the meeting by persons entitled to vote at the meeting, and such waiver shall be deemed the equivalent of receipt of due and proper notice of the General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

- 27.A All business that is transacted at a General Meeting, except the election of a chairman, calling of the roll, providing notice of meeting, reports and financial statements to be received as information, reappointment of the incumbent auditor, and elections to the Board, shall be deemed to be "Special Business".

- B. Subject to paragraph 27(c) below, motions from the floor may be voted upon at a General Meeting.
- C. No item of Special Business, voted upon and passed at a General Meeting, shall be effective to direct or limit the exercise by the Board of any authority, power or discretion vested in it under the Act or these By-Laws unless notice of such Special Business was mailed to all known addresses of persons eligible to vote (and delivered to all other persons at the Corporation's address) not less than five (5) days before the General Meeting stating:
  - (a) the nature of such Special Business in sufficient detail to permit an Owner or mortgagee to form a reasoned judgment on that business was set out in the notice; and
  - (b) the text of any resolution to be submitted to the General Meeting concerning such Special Business was included with the notice.

#### QUORUM FOR GENERAL MEETINGS

- 28. One-quarter of the persons entitled to vote, present in person or by proxy, shall constitute a quorum, and 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 same time when the General Meeting proceeds to business and one-quarter of the persons entitled to vote is present in person or by proxy shall constitute a quorum.

#### ADJOURNMENT FOR LACK OF QUORUM

- 29. If within one half-hour from the time appointed for a General Meeting a quorum is not present, the General Meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned General Meeting a quorum is not present within one-half hour from the time appointed for the General Meeting, the persons entitled to vote who are present shall be a quorum. If the same place cannot be obtained on the same day in the next week, the provisions of By-Law 26 will apply except that the notice will state that the General Meeting had been previously adjourned for lack of quorum, and that the persons entitled to vote who are present or by proxy shall constitute a quorum for the purpose of that General Meeting.

#### CHAIRMAN FOR GENERAL MEETING

- 30. Unless the meeting otherwise elects, the President of the Board shall be the chairman of all General Meetings or in his absence from the General Meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as chairman provided always that if the President and the Vice-President are absent or shall vacate the chair or refuse to act, the General Meeting shall elect a chairman.

#### ORDER OF BUSINESS FOR GENERAL MEETINGS

- 31. The order of business at Annual General Meetings, and as far as is appropriate at all Extraordinary General Meetings, shall be:
  - (a) If the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the chairman of the meeting;
  - (b) calling to order by the chairman and establishment of quorum by calling of the role and certifying proxies;
  - (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 Managers;
  - (g) reports of committees;
  - (h) financial report;



- (i) appointment of auditors and solicitors;
- (j) resignation of the board;
- (j) election of Board;
- (k) unfinished business;
- (l) new business; and
- (m) adjournment.

#### VOTING BY SHOW OF HANDS

32. 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 an Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor or against the resolution. Except for matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by Ordinary Resolution.

#### POLL VOTES

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

#### VOTING CALCULATION

34. On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units Owned or mortgage to them. Notwithstanding anything to the contrary contained, the chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per unit) in regard to election to the Board.

#### VOTES PERSONALLY OR BY PROXY

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

#### PROXIES

36. An instrument appointing a proxy shall be in writing under the hand of the appointing Owner or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner.

#### ELIGIBILITY TO VOTE

37. If at the time of any General Meeting an Owner has not paid to the Corporation all contributions that are due and owing in respect of his Unit to the date thirty (30) days prior to the date of such meeting, that Owner is ineligible to cast a vote at that meeting in respect of any resolution, other than a Special Resolution or a Unanimous Resolution. An Owner's ineligibility to cast a vote does not however, affect the right of the mortgagee first entitled in that Owner's Unit, to vote in accordance with the Act.

#### VOTE BY CO-OWNERS

38. 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. In the case of a vote taken by poll, a Co-Owner shall have such proportion of one vote as is proportional to his interest in the Unit. A Co-Owner may demand that a poll be taken.

#### RESOLUTION OF THE OWNERS

39. Subject to any notice requirements applicable to Special Business, a resolution of the Owners in writing signed by a sufficient number of Owners or their appointed proxies shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

#### SUCCESSIVE INTEREST

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

#### TRUSTEE VOTE

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

#### VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these By-Laws with respect to 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. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

<b>ASSESSMENT AND BY LAW ENFORCEMENT</b>
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#### COMMON EXPENSES AND BUDGETS

43. The Common Expense of the Corporation shall be assessed against each Unit and payable by each Owner thereof in proportion to the Unit Factor of their respective Units, and shall include (without being limited to) the following:
- (a) all levies or charges on account of electricity, water, sewer, garbage removal, gas or fuel, and cable television or other telecommunications services supplied to the Corporation for the Common Areas or for the benefit of all Owners and not charged nor applied to the use of any one Owner or group of Owners by meter otherwise;
  - (b) management fees and insurance trustee fees (if any) and their associated disbursements, and wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
  - (c) all expenses on account of landscaping, clearing of snow and ice, and other maintenance of the Common Property not otherwise designated as a Privacy Area under By-Law 5 or By-Law 55;
  - (d) all charges on account of maintenance for those portions of a Unit or Common Property for which the Corporation is or may become responsible under these By-Laws;
  - (e) all expenses for routine or extraordinary repairs of the common Property, except as such costs may be attributable to and actually recovered from other persons including an Owner;
  - (f) all insurance costs in respect of the insurance for which the Corporation is responsible under these By-Laws;
  - (g) all costs and charges for all manner of consultation, professional, and servicing assistance reasonably required by the Corporation from time to time including without limiting the

generality of the foregoing, all legal and accounting fee and disbursements, including Capital Replacement Reserve Fund studies;

- (h) all reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is or may become the responsibility of the Owner;
- (i) the cost of maintaining fidelity bonds as provided in these By-Laws;
- (j) the cost of borrowing money for the purposes of carrying out the duties and objects of the Corporation;
- (k) reasonable provision for contingencies and reserves for repairs and replacement of the Common Property and portions of Units the repair or replacement of which is the responsibility of the Corporation; and
- (l) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of the purpose of the Corporation or in the discharge of any obligation of the Corporation.

#### CAPITAL REPLACEMENT RESERVE FUND

- B. The Capital Replacement Reserve Fund shall be established and maintained to provide for the orderly long-term collection of funds for substantial repairs to and replacement of elements of the Common Property and those portions of the Units required to be repaired and replaced by the Corporation, once established, such funds are not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may by Special Resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure or type of expenditure, and may adopt other policies from time to time governing the collection, investment, accounting for, and expenditure of, such fund.

#### BUDGET FOR COMMON EXPENSES

- C. At least once each fiscal year, the Corporation through its Board shall prepare a budget for Common Expenses setting out the categories estimated for the Common Expenses of the Corporation for the next ensuing fiscal year required to be raised through the collection of payments from the Owners.

#### NOTICE OF CONDOMINIUM EXPENSES ASSESSMENTS

- D. At least fifteen (15) days prior to each fiscal year end, the Corporation through its Board shall deliver or mail to each Owner:
  - (a) a copy of the Corporation's budget for Common Expenses for the ensuing fiscal year, setting out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year and also including a reasonable provision for contribution to the Capital Replacement Reserve Fund (the "Common Expenses Assessment"); and
  - (b) a notice or assessment for his respective Unit's assessed contribution towards the Common Expenses Assessment for the ensuing fiscal year, such assessment to be based on the proportion of the Unit factor for each Unit to the total Corporation budget.
- E. The omission by the Corporation to fix the Common Expenses Assessment thereunder 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 owners from their obligation to pay the Common Expenses Assessment or Special Assessments, or any installments thereof for any year or period, but the assessments fixed from time to time shall continue until a new Common Expenses Assessment is fixed.
- F. No Owner can exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any Common Property or by vacating or abandoning his Unit.

#### ANNUAL ASSESSMENT LEVIED ON UNITS

