

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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Notice of Change of By-Laws

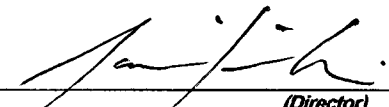
Form 3

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or repealed as follows: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"

2017 SUBSTITUTIONAL BY LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 8110119
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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.

DUTIES OF OWNERS

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.

DUTIES AND POWERS OF THE CORPORATION

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.

THE BOARD

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.

GENERAL MEETINGS

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.

ASSESSMENT AND BY LAW ENFORCEMENT
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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

- G. Notwithstanding that the annual amount of the Common Expenses Assessment may be payable in monthly installments by Unit owners in good standing, the Common Expenses Assessment for each Unit shall be levied on the Units and shall take effect as an annual assessment on the first day of the next ensuing fiscal year or thirty (30) days from the date the notices of the Common Expenses Assessment are sent, whichever is earlier.
- H. The assessment for Common Expenses set forth for each Unit in the Common Expenses Assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly installments, delivered by way of post-dated cheques, or twelve equal direct bank debits, made payable in advance on the first day of each month, or withdrawn on the first day of each month for direct bank debits, the first installments to be made on the first day of the second month immediately following the mailing of such notice of Common Expenses Assessment (such equal monthly payments commonly known as "Condo Fees").

CERTIFICATIONS AND DISCLOSURE

- I. The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within ten (10) days:
- (a) the amount of the Common Expenses Assessment determined as the contribution of the Owner;
 - (b) the manner in which the Common Expenses Assessment is payable;
 - (c) the extent to which the Common Expenses Assessment has been paid by the Owner; and
 - (d) the interest owing, if any, on any unpaid balance of a contribution
- and, in favor of any person dealing with that Owner, the certificate is conclusive proof of the matters certified therein.
- J. Upon the written request of an Owner, purchaser or mortgagee of a Unit, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- (a) a statement setting forth the amount of the Common Expenses Assessments and the basis on which that amount was determined;
 - (b) the particulars of any action commenced against the Corporation and served on the Corporation, or any unsatisfied judgment or order for which the Corporation is liable, or of any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars, that, if not met, may result in an action being brought against the Corporation;
 - (c) the particulars of or a copy of any subsisting management agreement;
 - (d) a copy of the current budget of the Corporation;
 - (e) a copy of the most recent financial statements, of the Corporation;
 - (f) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;
 - (g) a copy of any lease agreement or exclusive use agreement with respect to the possession of any portion of the Common Property, including any area used for parking of vehicles or storage of goods;
 - (h) the particulars of any post-tensioned cables that are located anywhere on or within the Condominium Plan;
 - (i) a statement setting forth the amount of the Capital Replacement Reserve Fund;

- (j) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (k) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request for any structures included in the Condominium Plan; and
 - (l) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- K. The Board or the Manager supplying any documents required to be provided in these By-Laws or under Section 44 of the Act shall be entitled to charge a reasonable fee for the production thereof.

SPECIAL ASSESSMENTS

44. If at any time it appears that the budgeted Common Expenses Assessments will be insufficient to meet the Common Expenses, the Corporation may assess and collect one or more Special Assessments against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall promptly notify all Owners of such Special Assessment, which notice shall include a written statement setting out the reasons for the Special Assessment, and thereupon each Special Assessment shall be due effective from the date of such resolutions of the Board, and payable in respect of each Unit in the manner and on the date or dates specified in the notice, but in no event shall any portion of the Special Assessment be due and payable sooner than thirty (30) days from the date of the resolution. Each Special Assessment shall be determined and assessed against the Units in proportion to their Unit Factors. All unpaid Special Assessments shall be charged a penalty as more particularly set forth in By-Law 45.A, and bear interest at the Interest Rate from the due date until paid.

DEFAULT IN TIMELY PAYMENT OF ASSESSMENTS AND OTHER OBLIGATIONS

- 45.A. Condominium Fees and all other payments of whatsoever nature required to be made by each Owner, if not paid within ten (10) days from the due date for payment, shall bear Interest at the Interest Rate from the date when due until paid. In addition to the interest charge, a late payment fee of no less than \$20.00 per 30 days late, at the discretion of the Board, may be levied against an Owner.
- B. All payments received by the Corporation shall be first applied to any interest and late payment fees outstanding, and then at the discretion of the Corporation to any unsatisfied judgment or other unpaid obligation of the Owner, and then to the unpaid Common Expenses Assessments first due, and lastly to current Common Expenses Assessments due.
- C. The Corporation shall and does hereby have a lien on, and a charge against the estate or interest of any Owner for unpaid Common Expenses Assessments, installments, payments, unsatisfied judgments or other obligations including interest due to the Corporation, which lien shall be lien against such estate or interest of the Owner subject only to the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or singular charges against the Unit title or interest of such Owner in respect of its lien or charge for the amount of such unpaid Common Expenses Assessments, installment or payment as hereinbefore mentioned commencing thirty (30) days after the first due date for any such unpaid Common Expenses Assessment, installment, payment or encumbrance, and continuing so long as any part of the same remains unpaid.
- D. As further and better security, each Owner responsible for any such unpaid Common Expenses Assessment, installment, payment or obligation remaining unpaid for thirty (30) days, shall be deemed to have given to the Corporation an equitable mortgage securing the full amount thereof accruing from time to time, with interest thereon at the Interest Rate from due date or dates for payment until paid, and the Corporation shall at its option be entitled to enforce its lien, charge, or security, and to pursue such other remedies as may be available to it at law or in equity from time to time, including the recovery by the Corporation of its legal fees and disbursements on a full indemnification basis as provided in these By-Laws.
- E. Notwithstanding all other provisions hereof, provided a registered first mortgagee has notified the Corporation of its interest, the lien, charge or security in favor of the Corporation or subrogated person referred to in the preceding paragraphs shall be subject and subordinate to, and shall not affect the

rights of the holder of any indebtedness secured by such registered first mortgage; and the Corporation subrogated person, at its or his own expense as the case may be, shall execute and deliver such postponements, agreements or instruments of subordination as the said registered first mortgagee shall reasonably require to fully and effectively establish or maintain its priority as first registered mortgagee in respect of a Unit title against which it has registered its first mortgage and given notice to the Corporation.

- F. Any other Owner or person, firm or corporation whatsoever may pay any unpaid Common Expenses Assessment, installment or payment after the expiration of (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other term and conditions of this provision.
- G. Notwithstanding, and in addition to any other term, condition or provision herein contained or implied, each unpaid Common Expenses Assessment, installment or payment may be deemed a separate, distinct and personal debt and obligation of the owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the whole.
- H. In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of sixty (60) days the Board shall give notice of such default to all mortgagees having an interest in such Owners Unit who have notified their interests to the Corporation.
- I. In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its option, may accelerate the remaining monthly contributions, assessments, installments or payments for the then-current fiscal year upon notice to the Owner in arrears; and thereupon all such unpaid and accelerated monthly contributions, assessments, installments or payments for the current fiscal year of the Corporation shall become payable on and as the date of said notice.
- J. All reasonable costs of the Manager, payable by the Corporation, and legal costs and disbursements incurred by the Corporation in registering and discharging a caveat or in any way securing its interests hereunder shall constitute a contribution due to the Corporation from the Owner in default.

ESTOPPEL CERTIFICATE

- 46. Any certificate as to a Unit Owner's position with regards to contributions, Common Expenses Assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed an estoppel certificate and the Corporation and all of the Owners shall thereafter be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with such Unit Owner, but this shall not prevent the enforcement against the Unit Owner of any pre-existing obligation whether improperly stated in such estoppel certificate or not.

VIOLATION OF BY-LAWS

- 47.A. Any infraction or violation of or default under these By-Laws, or under 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 thus incurred or expended by the Corporation, including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default, and any other amounts for which the Owner may otherwise be obligated to indemnify the Corporation, shall be charged to such Owner and shall be forthwith added to and become part of the contribution levied in respect of his Unit and shall become due and payable on the date of payment of the next such monthly contribution, and shall thereafter bear interest at the interest at the Interest Rate until paid.

- B. The Corporation may recover from any 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 these By-Laws or any rules or regulations established pursuant to these By-Laws and the Corporation shall be entitled to be fully indemnified by such Owner for all its costs, outlays and expense incurred in effecting such recovery, including all reasonable legal fees and disbursements on a full indemnification basis; PROVIDED HOWEVER, nothing herein shall be deemed to limit any right of any Owner to bring action or proceeding for the enforcement and protection of his rights and exercise of his remedies.
- C. In addition, the Corporation may exercise the powers provided for in Section 35 of the Act, namely that, upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars per breach, to a maximum monetary sanction of One Thousand (\$1,000.00) Dollars per breach, to be levied provided the notice to an Owner in breach shall also specify the non-monetary or monetary sanction to be levied against such Owner, provided further that where an Owner fails to abide by a non-monetary sanction, or to pay the Corporation a monetary sanction imposed hereunder, the Corporation may proceed against the Owner pursuant to Section 36 of the Act to enforce the sanction, including all remedies open to the Corporation under By-Law 45. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. If a breach is not rectified within the time specified in the notice, the Board may issue another notice which must comply with the provisions of this By-Law 47(c) and thereby impose an additional non-monetary or monetary sanction not to exceed the maximum set forth in this By-Law 47.
- D. Each day that an Owner, tenant, or other person resident in a Unit contravenes these By-Laws shall be considered a separate contravention.
- E. A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage, or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

DAMAGE AND INSURANCE

DAMAGE OR DESTRUCTION

- 48.A In the event of damage or destruction of the Units or the Common Property as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been "Substantial Damage". For the purpose of these By-Laws, Substantial Damage shall mean damage to the extent of 25% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this paragraph, the Board shall obtain the opinion of an independent insurance adjuster to the effect that Substantial Damage has or has not occurred. If there has been Substantial Damage, the Corporation shall convene an Extraordinary General Meeting and give at least ten (10) days' notice by registered mail to all registered mortgagees.

Where there has been Substantial Damage as defined above, and the Owners resolve by Special Resolution within one hundred (100) days after the damage or destruction, not to repair, the Board shall on behalf of the Owners make application to terminate the Condominium status of the Parcel in accordance with the provisions of the Act; and each of the Owners shall be deemed to consent to such application. Upon termination of the Condominium status:

- a) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interest of the respective Owners in the Parcel; and
- b) the proceeds of the insurance shall be paid to the Insurance Trustee, the Owners and the mortgagees as their respective interests may appear in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.

- C. Where damage or destruction does not constitute Substantial Damage as defined above, the Corporation shall on behalf of the Owners, arrange for prompt repair and restoration using policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments.
- D. No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair to the Common Property or any part thereof, unless and to the extent such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-Laws, whichever is greater.
- E. Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property, the Corporation and its servants, employees and agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean from debris.
- F. An Owner shall indemnify and save harmless the Corporation from the expense of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that or any member of his family or his or their guests, servant, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation, and the net amount for which the Owner is thus obligated to indemnify the Corporation shall be charged to such Owner, and shall be forthwith added to and become part of the Common Expenses Assessment levied in respect of his Unit, and shall become due and payable on the date of payment of the next such monthly contribution and shall thereafter bear interest at the Interest Rate until paid.
- G. Where there has been no interruption of service to a Unit by the Corporation or otherwise supplied from Common Property, damage to a Unit caused by or in any way originating from within another Unit may be inspected by the Manager, if so requested by either party concerned, and reported to the Board. Responsibility for the cost of such repair may be resolved between the Owners involved, as adjusted by their respective insurance companies, but it shall be the responsibility of each Owner to see that his Unit is restored to a state of good repair, conforming in outward appearance to the standard established by the Board from time to time, where there is reasonable apprehension of service, interruption or danger to any party, the emergency provisions of By-Law 3(a) shall apply.
- H. The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon and part of the Common Property designated for the exclusive use of any Unit Owner.

INSURANCE

- 49.A The Board, on behalf of the Corporation shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - (a) fire insurance, with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
 - (i) all of the insurable Common Property;
 - (ii) all of the insurable property of the Corporation, both real and personal of any nature whatsoever;
 - (iii) all of the Units including all improvements and betterments made to the Units by the Owners of which the Board has knowledge, and all bathroom and kitchen fixtures (BUT EXCLUDING furnishings and other personal property of each Owner whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation;

- (iv) and naming as insureds (a) all owners from time to time, (b) all mortgagees who have given written notice to the Corporation, (c) the Corporation, (d) the Board of Directors and any person referred to in By-Law 5 hereof, all as their interests may appear (the "Insureds");
 - (b) boiler and vessel insurance;
 - (c) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the Ownership and/or use of the Common Property and Units, and such insurance shall be limited in liability in an amount not less than Two Million (\$2,000,000.00) Dollars, inclusive for bodily injury and/or property damage per occurrence;
 - (d) liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member from time to time, and all employees of the Corporation against loss, costs, and expenses, including legal counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines and penalties imposed in a criminal suit or action or for unjustified profit of advantage or for any act wrongly done or attempted in bad faith or dishonesty, or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;
 - (e) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
 - (f) liability insurance for the Corporation arising out of the Ownership, use or operation of any machinery, equipment and vehicles; and
 - (g) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution.
- B. Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- (a) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - (b) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee, and such Corporation insurance shall be deemed as primary insurance;
 - (c) standard mortgage endorsements (Insurance Bureau of Canada 3000, or its equivalent) attached to each such policy;
 - (d) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - (e) a waiver by the insurer of any defense based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-Law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
 - (f) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage, the status of the Parcel as a condominium is terminated; and

- (g) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.
- C. At least every five (5) years, the Board shall obtain an appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, and all of the Property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units, and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required as would be maintained by an Owner of similar property in the locality in which the Parcel is situated.
- D. A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds immediately upon written request therefore, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be retained by the Corporation in its offices, and shall be available for inspection by any of the Insureds upon reasonable request.
- E. Notwithstanding the aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board of its authorized representative, and the Insurance Trustee (if any), and the expenses of the Insurance Trustee shall be treated as common expenses of the Corporation.
- F. The Owners may, and upon written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner, AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interest of tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner, tenant, or occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.
- G. In the event an Owner incurs or suffers damage or loss to the Unit or to any interior finishing or improvements of the Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees invitees, or tenants, and such amounts shall be recoverable by the Corporation as a contribution against all other costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

OTHER PROVISIONS

LEASING OR RENTAL OF UNITS

- 50.A. In the event that an Owner desires to lease or rent his Unit, he shall furnish to the Corporation an undertaking in a form satisfactory to the Corporation, signed by the proposed lessee or occupant, 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.

- B. Upon the request of the Corporation, obtain from the tenant an undertaking in writing to the following effect:

"I _____, covenant and agree that I, all occupants, guests, and invitees from time to time will, in using the Unit rented by me, or any Privacy Areas related to the Unit and all the Common Property, comply with the Condominium Property Act, the By-Laws, and all Rules and Regulations of the Condominium Corporation during the term of my tenancy."

- C. The Owner shall not be released from any of his obligations and shall be jointly and severably liable with the lessee or occupant with respect to such obligations. The Corporation is HEREBY authorized to:
- (a) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these By-Laws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - (b) give notices to give up possession of Units under Section 54 of the Act; and
 - (c) make applications to the Court under Sections 55 and 56 of the Act.
- D. No tenant shall be liable for the payment of Condo Fees under these By-Laws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of such contributions, in which case the tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the Owner. For greater certainty, the maximum liability of the tenant hereunder is the monthly rent owed by the tenant to the Owner of the Unit.

SEVERABILITY

51. 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.

NOTICES

52. Unless otherwise expressly provided in these By Laws, service of any notice required to be given under the Act or under these By-Laws shall be well and sufficiently given if sent by prepaid registered mail or commercial courier to the Owner at the mailing address supplied to the Corporation or left with such Owner or adult person occupying such Unit, or to the Corporation at its address for service shown on the Condominium Sheet registered at the land Titles Office, or to mortgagee at its address supplied to the Corporation. Any notice given by registered mail shall be deemed to have been received forty-eight (48) hours after it is posted, notices delivered by commercial courier shall be deemed received when signed for on behalf of the Owner. An Owner or mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given, and thereafter the address specified therein shall be deemed to be the address of such mortgagee or Owner, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-Laws. No form of notice under these By-Laws shall be invalid solely because it was transmitted by fax or e-mail.

NOTICE OF DEFAULT TO MORTGAGEES

53. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of sixty (60) days.

DEBT RETIREMENT ON TERMINATION

54. Subject to the provisions of the Act, upon termination of the Condominium status of the Parcel, of the Corporation for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed among the Owners and other persons claiming an interest in the Units in proportion to their Unit Factors.

PRIVACY AREAS

- 55.A The Corporation shall have the discretion to designate and assign as a Privacy Area for any Unit, a parking stall, if available, for exclusive use by the Owner or occupant of such Unit for the sole purpose of parking one private passenger vehicle thereon. As to any given parking stall, such parking assignments shall be:
- (a) Temporary at the discretion of the Board, it being acknowledged and agreed that there are not currently sufficient parking stalls situated within the Parcel to designate one parking stall for each Unit as shown on the Condominium Plan;
- B. The term "Privacy Area" does not include any fence, rail, post, wall, floor, ceiling, or similar structure bordering any designated Privacy Area. Damage caused to any Privacy Area, due to negligence or carelessness of the Owner in maintenance or use of these Privacy Areas will be otherwise maintained at the sole expense of the Owners to whom they are assigned.
- C. The owner of a Unit shall have exclusive use of any storage area assigned to his Unit to which he has sole access, which shall also constitute a Privacy Area. Damage caused to any storage area, due to negligence or carelessness of the Owner in maintenance or use of such Privacy Area will be dealt with in accordance with By-Law 47. Restrictions to use of storage areas are as follows:
- (a) no storage or use of combustible or flammable materials;
 - (b) items are stored at the Owners risk;
 - (c) storage of items on Common Property, (including hallways and porches where access and egress to adjacent Unit) is prohibited;
 - (d) it is understood that water tables at Glenwood Manor vary and that any damage as a result of rising water tables is considered to be an Owners risk in using such Privacy Area.;
 - (e) excessive noise is prohibited.
- D. The Owner of a Unit shall have exclusive use of any veranda or porch area adjacent to his Unit to which he has sole access, which shall also constitute a Privacy Area. Damage caused to any such Privacy Area, due to negligence or carelessness of the Owner in maintenance or use of such Privacy Area will be dealt with in accordance with By-Law 47. Restrictions to use of such Privacy Areas are as follows:
- (a) no painting or changing in any way the finishing or esthetics of such Privacy Area, including windows, doors, ceilings, floors, walls and light fixtures is permitted without the prior written permission of the Board;
 - (b) excessive noise is prohibited.
- E. If, after fifteen days (15) days' notice from the Board to an Owner to correct any maintenance problem set forth in said notice, the Owner shall fail to properly maintain such Privacy Area assigned to him, then the Board or its representative may order the maintenance corrected and the Owner of the Unit affected shall indemnify the Corporation for all monies expended and costs incurred in order to rectify said maintenance problem in accordance with By-Law 58.(A).

INDEMNIFICATION OF OFFICERS AND MANAGERS

56. The Corporation shall indemnify every Manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonable incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager or officer of the Corporation, except as to matters to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by ordinary resolution,

require that all members of the Board be bonded by a recognized bonding institution to such amount as may appear appropriate in the circumstances, the cost of such bonding to constitute a Common Expense of the Corporation.

NON-PROFIT CORPORATION

57. The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive goods or services, property or funds of the Corporation in excess of the amount due under any *bona fide* transaction with the Corporation and duly recorded in its minutes shall receive or shall be lawfully entitled to receive, any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:
- (a) reasonable compensation paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered for one or more of the purposes of the Corporation;
 - (b) reimbursement of any member of the Board or Owner from time to time for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
 - (c) any annual honorarium, stipend or salary, established pursuant to By-Law 5(m) paid to members of the Board.

OWNER'S OBLIGATION TO REPAIR

- 58.A. In repairing and maintaining his Unit and any Privacy Area designed for his exclusive use, an Owner shall:
- (a) maintain sufficient heat (and adequately limit ventilation) within the Unit so as to keep the ambient temperature therein at all times above the freezing temperature of water;
 - (b) take all such steps as may be necessary to prevent any escape whatsoever of water from the Unit, except through such drains, returns, or sewage pipes as may lead from the Unit for such purpose;
 - (c) carry out timely repairs to and maintenance of every part of the Unit, including:
 - (i) all household appliances within the Unit, such as refrigerators, stove/oven;
 - (ii) all radiators within the Unit for the provision of use within the unit must be serviced by the mechanical contractor established by the board from time to time;
 - (a) No changes to this system are permitted without the prior written consent of the Board; and
 - (b) Faulty valves must be replaced immediately in accordance with sections 58(A)(c)(ii) herein;
 - (iii) all doors, excepting only the exterior painting of doors and windows forming part of the Unit boundary and visible from the Common Property;
 - (iv) any other component, fixture, or thing located in or forming part of the Unit; and
 - (v) any other area, being Common Property to which the Owner has been granted exclusive use, but not including the structure of exterior surfaces of walls, roofs, foundations, etc., comprising the Common Property.
- B. Where it appears that any such maintenance or repair is or was reasonably required and has not been carried out by the Owner, the burden shall be on the owner to show why he should not:
- (a) comply with a written directive, if any, from the Corporation to carry out such repair or maintenance within fifteen (15) days, failing which the Corporation may do so at the Owner's expense, and any costs thereby incurred by the Corporation shall be added to and form part of

the Common Expenses Assessment due in respect of such Unit in the month next following, and shall bear interest at the Interest Rate until paid; and

- (b) indemnify the Corporation and other Owners for damage, if any, to the Common Property or any Units resulting from such failure by the Owner to maintain or repair his Unit as required in these By-Laws.
- C. Notwithstanding the duty of an Owner to repair and maintain every part of his Unit, the Corporation shall be responsible for the repair, maintenance or replacement of any components of the structure, mechanical, electrical or plumbing components between the drywall of the Unit and the exterior wall of the Unit. The Unit Owner shall take reasonable care to safeguard these components and shall notify the Corporation of any suspected need for repair or maintenance of the same, and cooperate with the Corporation to allow access for repairs.

RESTRICTIONS ON USE AND OCCUPANCY

59.A. An Owner shall not:

- (a) use or permit his Unit or any part thereof to be used for any commercial, professional, or other business purposes (unless such use constitutes an authorized permitted or discretionary use or approved "home occupation" as defined in the relevant City of Calgary Municipal Bylaw), or for any purpose which may be illegal or injurious to the reputation of the Glenwood Manor or for a purpose involving the attendance of the public at such Unit,
- (b) make or permit noise in or about any Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by an Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- (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 in enclosures inside the unit) at any time to be in his Unit or on the Common Property without specific approval in writing of the Board, which approval the Board may arbitrarily withhold, grant subject to conditions, or withdraw on notice of seven (7) days if the pet violates any pet rules and regulations now or hereafter in effect. The Board may at any time on sixty (60) days' notice to all Owners adopt and enforce a policy prohibiting some or all pets in or about any Unit or on the Common Property;
- (d) use or permit the use of his Unit other than as a Single Family Dwelling or for a purpose other than for residential purposes;
 - (i) "Single Family Dwelling" means a Unit occupied or intended to be occupied as a residence by one family alone or a maximum of two unrelated persons and containing one kitchen and in which no Roomers or Boarders are allowed;
 - (ii) "Boarder means a person to whom a single room and board is regularly supplied for consideration;
 - (iii) "Roomer" is a person to whom a single room is regularly supplied for consideration.
- (e) permit his Unit to be occupied as a place of residence by more than five (5) persons (whether adult or minor) at any given time without the consent in writing of the Board;
- (f) do any act or permit any act to be done, or after or permit to be, or alter his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without written permission from the Board;
- (g) erect or place any building, structure, boat, tent or trailer (either with or without living, sleeping or eating accommodation) on the Common Property or on any Privacy Area assigned to him:

- (h) permit. erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, extension cords, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without first obtaining the consent of the Board in writing. No television or mobile telephone, satellite dish or radio antenna, tower or similar structure or appurtenance thereto shall be erected or fastened to any Unit except in connection with a common television cable system as authorized by the Board and then only in accordance with the regulations therefor which may be established by the Board;
- (i) store any coal or hazardous, combustible, inflammable or offensive goods, provisions or materials in his Unit or on the Common Property;
- (j) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation, or fail to do any act or thing which will or would tend to increase the risk of fire, flood, freeze-up or any other damage which would cause an additional expense to the Corporation which the Board deems could have been prevented, or which would tend to increase the rate of insurance premiums, or would render invalid any insurance maintained by the Corporation;
- (k) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, lawn or other parts of the Common Property, and shall not place chairs, tables, children's playthings, devices or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of lawns or the maintenance of grounds generally;
- (l) deposit customary household refuse and garbage outside his Unit other than in the garbage containers supplied or designated by the Board;
- (m) erect, place, allow, keep or display signs, billboards, advertising matter or other notice or displayed of any kind on the Common Property or in about any Unit in any manner which may make the same visible from the outside or the Unit without the prior written approval of Board, save and except that a maximum of two real estate signs, no larger than 24" x 32" may be displayed through a window from any Unit. Such signs may be affixed to fences where applicable and may not be affixed to the exterior of any building;
- (n) permit any member of his household, guests or visitors to trespass on Privacy Areas to which another Owner is entitled exclusive occupation;
- (o) in connection with automobiles and personal property brought onto the Common Property:
 - (i) use any part of the Common Property so designated other than a parking area designated under By-Law 5 or By-Law 55 for parking of any motor vehicle except in accordance with permission in writing from the Board;
 - (ii) wash vehicles except in such manner as will not cause annoyance to other Owners and in such place and at such times as the Board may from time to time by regulation set forth or direct; and no repairs, adjustments or servicing, including oil changes, will be carried out on the Common Property on any vehicles;
 - (iii) bring onto the Common Property any vehicle other than private passenger automobiles and trucks to a maximum of 1/2 ton rated capacity being specifically used as passenger vehicles, without the written consent of the Board (except in the course of delivery to or removal from the respective premises), or any vehicle which is, in the opinion of the Board, objectionably noisy due to faulty muffler or mechanical malfunction, or which is source of other annoying noises or odors;
 - (iv) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles or like equipment to be parked or stored other than in an area designated by the Board; and

- (v) keep on Common Property any vehicle which is not currently licensed, insured and in operating condition, proof of which shall be provided to the Corporation upon request;
- (p) obstruct or permit any walkway, passage driveway, or parking area to be obstructed by his family, guests or visitors or their personal property;
- (q) shake mops or dusters of any kind or throw anything out of any windows in his Unit or on the Common Property, or permit anything of this kind to be done;
- (r) allow his Unit, adjacent Common Property, or designated Privacy Area assigned to him to become unsanitary or unsightly in appearance; the Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (s) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed: In particular, an Owner shall not use or permit the use of any of the foregoing for the disposal of cooking oil, animal litter, garden soil or other solid plant-growing media or similar solid or emulsifying substances;
- (t) prevent or prohibit access to and use of exterior water taps on his Unit by representatives of Corporation for purposes of maintaining of the Common Property;
- (u) without the consent in writing of the board, have any right of access to those portions of the Common Property used from time to time for utilities areas, building maintenance storage areas not specifically assigned to him under By-Law 55, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the project generally;
- (v) move-in or move-out from the front entrances. All occupancy turnover must be accessed from the rear of the buildings only;
- (x) permit any member of his household, guests or visitors to do anything to jeopardize the "Heritage Building" designation of the Parcel;
- (y) subject to the specific personal exceptions set forth in writing between the Board and the defined Unit Owners so entitled (which exceptions are personal in nature and do not run with the Unit), smoke or allow smoking anywhere on the Common Property, the Privacy Areas or within the Units, it being hereby acknowledged that it is the goal of the Board to convert Glenwood Manor to a completely smoke-free building as soon as practically possible, PROVIDED HOWEVER, that existing Unit Owners that are smokers will be permitted to continue to smoke within their Units only for the duration of their ownership of their Unit, but such right to smoke within such Unit will terminate upon the sale or lease of such Units to other persons than those specifically identified in writing by the Board.
 - (i) no Owner, family member, tenant, resident, guest business invitee or visitor shall smoke cigarettes, cigars, or any similar product, whose use generates smoke anywhere within the boundaries of the Parcel. This prohibition shall include Privacy Areas, Units, and all Common Areas;
 - (ii) "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or any similar product whose use generates smoke;
 - (iii) "Business Invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the Owner or any tenant to provide a service or product to the Owner or Tenant;
 - (iv) any Owner who sells his Unit shall specifically disclose to all potential buyers and realtors that smoking is prohibited everywhere within the Parcel and Glenwood Manor, including the Units, the Privacy Areas and the Common Areas. Any Owner who rents, leases or otherwise allows someone other than the Owner to reside within

or occupy their Unit shall disclose to all prospective tenants prior to their residency that smoking is prohibited within all said areas.

- B Subject to the Board's discretion under By-Law 5(o), an Owner shall be responsible for the acts and omissions of all occupants of and invitees to his Unit, and for their compliance herein, in the same manner as for his own personal act and omissions.

FORCE MAJEURE

60. Except only for the obligations of the Unit Owner under these By-Laws and the Act to pay contributions to Common Expenses levied in respect of a Unit, if any Owner or the Corporation shall fail to meet its obligations hereunder within the time prescribed or at all, and such failure shall be caused entirely or substantially by any event or circumstance beyond the reasonable control of such party (but lack of funds on the part of such party shall be deemed not to be such a force majeure), such failure shall be deemed not to be a breach of the obligations of such party hereunder, provided such party use reasonable diligence to put itself in a position to carry out such obligations.

AMENDMENT OF BY-LAWS

61. These By-Laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise, and the Corporation shall cause to be prepared and distributed to each Owner and each mortgagee having notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeals thirty (30) days prior to the date of any such Special Resolution and thereafter provide each Owner and mortgagee with copy of any registered amendment, addition or repeal.

CHANGE OF LEGISLATION

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

REALTY TAXES

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

ARBITRATION AND MEDIATION

64. Any dispute respecting any matter arising under these By-Laws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the Arbitration Act.



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