



BY-LAWS OF

THE CONDOMINIUM CORPORATION NO. 0211484

SUMMARY OF CONTENTS

IN SUBSTITUTION FOR SCHEDULED BY-LAWS OF

THE CONDOMINIUM PROPERTY ACT

(INCORPORATING ALL CHANGES TO JANUARY 11, 2005)

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BY-LAWS OF THE CONDOMINIUM CORPORATION NO. 0211484

DEFINITIONS AND INTERPRETATION

1. In these By-laws unless the context or subject matter requires a different meaning:
- (a) "**Act**" means the *CONDOMINIUM PROPERTY ACT*, R.S.A. 2000, c. C-22, and amendments thereto;
 - (b) "**Board**" means the Board of Directors of the Corporation;
 - (c) "**By-laws**" means the by-laws of the Corporation, as amended from time to time;
 - (d) "**Common Expenses**" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws;
 - (e) "**Common Property**" means so much of the Parcel as is not comprised in or does not form part of any Residential Unit, Retail Unit, Vacation Unit or Parking Unit shown on the Condominium Plan or the Re-division Plans (hereinafter also called "**Common Property Units**"), and those Units which may be designated by the Developer as Common Property Units;
 - (f) "**Condominium Plan**" means the Condominium Plan registered by the Developer under the Act as No. 0211484;
 - (g) "**Corporation**" means the condominium corporation constituted under the Act by the registration of the Condominium Plan;
 - (h) "**Developer**" means Canmore Condominium Projects Inc., or any successor or assign thereof;
 - (i) "**Insurance Trustee**" means a trust company under the laws of Alberta selected from time to time on Ordinary Resolution of the Board, whose duties include the receiving, holding, and disbursing of proceeds of insurance policies pursuant to the By-laws and the Act. If no Insurance Trustee is appointed, the Insurance Trustee is the Board;
 - (j) "**Interest Rate**" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate in Calgary of the Bank of Montreal or such other Canadian chartered bank or financial institution with which the Corporation conducts its banking business plus four (4%) percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
 - (k) "**Manager**" means the professional manager first retained by the Developer or any successor contractually appointed by the Board;
 - (l) "**Ordinary Resolution**" means a resolution:

- (i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% 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 51% of all of the persons who, at a properly convened 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;
- (m) "**Owner**" means a person who is registered as the Owner of the fee simple estate in a Unit;
- (n) "**Parcel**" means the land comprised in the Condominium Plan;
- (o) "**Parking Units**" means those Units on the parade level of the Buildings, as shown on the Re-division Plans, to be used only for the parking of motor vehicles and bicycles as provided herein;
- (p) "**Project**" means all of the real and personal property and fixtures comprising the Parcel, land and buildings that constitute the Units and Common Property;
- (q) "**Re-division Plan**" or "**Re-division Plans**" means the plans registered under the Act by the Land Titles Office registration numbers assigned to those plans, whereby bare land units 1 and 2 contained within the Condominium Plan have been re-divided pursuant to Section 20 of the Act to create fee simple titles to the Residential Units, Retail Units, Vacation Units and the Parking Units contained within two (2) buildings (the "**Building**" or the "**Buildings**") located on the Parcel;
- (r) "**Rental Pool Management Agreement**" means the agreement between the rental pool manager and the Vacation Unit Owners that governs, among other things, the day-to-day administration of the Vacation Units;
- (s) "**Residential Unit**" means those Units on the third floor, fourth floor and fifth floor of the Buildings as shown on the Re-division Plans and which are "residential units" as defined in the Act, and any other Units designated by the Developer as such;
- (t) "**Residential Unit Committee**" means such Persons appointed by the Board who are Owners of Residential Units or representatives of the Owners of Residential Units, and which may be comprised of only one (1) member;
- (u) "**Residential Unit Expenses**" means:
 - (i) All expenses relating to the care, repair and maintenance of that portion of the Common Property which:
 - (A) provides access exclusively to the Residential Units, as shown on the Re-division Plans;

- (B) is comprised of all doors, windows, atriums and/or solarium skylights (including all glass, frames and caulking) abutting the Residential Units; and
 - (C) consists of mechanical and/or utility rooms relating only to the Residential Units and the Common Property described in this By-law;
- (v) **"Retail Unit"** means those Units on the main floor of the Buildings as shown on the Re-division Plans intended to be used for commercial purposes and designated by the Developer as such;
- (w) **"Retail Unit Committee"** means such Persons appointed by the Board who are Owners of Retail Units or representatives of the Owners of Retail Units, and which may be comprised of only one (1) member;
- (x) **"Retail Unit Expenses"** means:
 - (i) All expenses relating to the care, repair and maintenance of that portion of the Common Property which:
 - (A) provides access exclusively to the Retail Units on the main floor, as shown on the Re-division Plans;
 - (B) is shown as surface level parking and loading dock areas on the Re-division Plans;
 - (C) is comprised of all doors, windows, atriums and/or solarium skylights (including all glass, frames and caulking) abutting the Retail Units, and
 - (D) consists of mechanical and/or utility rooms relating only to the Retail Units and the Common Property described in this By-law;
- (y) **"Special Resolution"** means:
 - (i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these By-laws and not less than 75% of the total Unit Factors for all the Units; or
 - (ii) a written resolution signed by not less than 75% of all the persons who, at a properly convened 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;
- (z) **"Unit"** means a Residential Unit, Retail Unit, Vacation Unit or Parking Unit, as the case may be;

- (aa) **"Unit Factor"** means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan or the Re-division Plans;
- (bb) **"Vacation Unit"** means those Units on the main floor and second floor of the Buildings as shown on the Re-division Plans, which Units are to be used for visitor accommodation, and any other Units designated by the Developer as such;
- (cc) **"Vacation Unit Committee"** means such Persons appointed by the Board who are Owners of Vacation Units or representatives of such Owners, and which may be comprised of only one (1) member;
- (dd) **"Vacation Unit Co-Owners Agreement"** means the agreement among each of the Vacation Unit Owners that governs, among other things, the administration of the Vacation Units and the rights and responsibilities of Vacation Unit Owners as amongst themselves; and
- (ee) **"Vacation Unit Expenses"** means:
 - (i) All expenses relating to the care, repair and maintenance of that portion of the Common Property which:
 - (A) provides access exclusively to the Vacation Units on the main and second floors, as shown on the Re-division Plan;
 - (B) is shown as parking for the Vacation Units on the Re-division Plan or as otherwise designated by the Developer;
 - (C) is comprised of all doors, windows, atriums and/or solarium skylights (including all glass, frames and caulking) abutting the Vacation Units; and
 - (D) consists of mechanical and/or utility rooms relating only to the Vacation Units and the Common Property described in this By-law.

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*, R.S.A. 2000, c. L-5, or the *LAW OF PROPERTY ACT*, R.S.A. 2000, c. L-8 as each may amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and *vice versa*, and words importing the masculine gender including 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 construing 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 rights or obligations given or imposed on the Corporation or the Owners under the Act;
- (c) If there is any conflict between the By-laws and the Act, the Act prevails.

DUTIES OF THE OWNER

3. An Owner shall:
 - (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of maintaining, repairing or renewing the Common Property, 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 public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
 - (c) repair and maintain his Unit, including all windows and the interior surface of doors which provide the means of ingress and egress from a Unit, but excluding outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the Unit, and keep it in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these By-laws; and shall maintain in a reasonable manner an area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to By-Law 5 or By-Law 59 and if such area is not accessible, in the sole opinion of the Board, for cutting by power mowers or if there are plants and landscaping therein and if the Owner shall not maintain such lawn, the plants and landscaping to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of By-Law 59 shall apply;

- (d) not make any repairs, additions or alterations to the exterior of his Unit or the Building (including interior and exterior load-bearing and partition walls) of which his Unit forms a part or to the plumbing, mechanical or electrical systems within his Unit without first obtaining the written consent of the Corporation;
- (e) use and enjoy the Common Property in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (f) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- (g) notify the Corporation forthwith upon any change of Ownership or of any mortgage or other dealing in connection with his Unit;
- (h) comply strictly 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 to his Unit to similarly comply;
- (i) pay to the Corporation when due all Common Expenses levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 39 of the Act.
- (j) deposit with the Corporation, if requested, twelve (12) duly executed post-dated cheques for duly assessed Common Expenses.

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 the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all the Owners and for the benefit of the entire Project;
 - (b) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;
 - (c) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Property;

- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of the By-laws and enter into any insurance trust agreements from time to time as required by the Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- (e) maintain and repair the exterior or outside surfaces of the buildings comprising the Units (excluding windows but including all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units) and the Common Property including any lawn which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to By-Law 5 or By-Law 59 and which is accessible, in the sole opinion of the Board, for cutting by power mowers, and all fencing and posts;
- (f) collect and receive all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company;
- (g) provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses or otherwise such amounts as the Board may determine from time to time to be fair and prudent for a replacement reserve fund and the replacement reserve fund shall be an asset of the Corporation;
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may determine are justifiable in the management or administration of the entire Project;
- (i) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic or outside designated visitor parking and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property together with all planter boxes and fences on the Common Property PROVIDED THAT the maintenance of any privacy area designated under By-Law 5 or By-Law 59 shall be the prime responsibility of the Owner to whom such privacy area has been assigned;
- (j) provide adequate garbage receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46(1) of the Act;

- (l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;

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;
 - (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of 15% of the current year's common expense budget has been 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 any property vested in it, or by any combination of those means;
 - (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
 - (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 adjoining or relating to such Owner's Unit, as shown on the Re-division 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 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) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof;
 - (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 the 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) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (j) raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (k) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (l) pay an annual honorarium or stipend to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting.

THE CORPORATION AND THE BOARD

6. The powers and duties of the Corporation shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the Board.

NUMBER ON BOARD

7. Until the first annual meeting of the Owners, the Board shall consist of three nominees of the Developer. Thereafter, the Board shall consist of not less than three (3) nor more than seven (7) Owners or representatives of mortgagees who have notified their interests to the Corporation, fifty (50%) per cent of whom shall be elected for a period of two (2) years at the first Annual General Meeting (Turnover Meeting) and the remaining persons for a period of one (1) year. At each subsequent Annual General Meeting those elected shall be elected for a period of two (2) years. All such elections shall take place at an Annual General Meeting, except for vacancies (although members may also be elected at an Extra Ordinary General Meeting). A Board member must be 18 years of age or older. Where a Residential Unit has more than one owner, only one owner in respect of that Residential Unit may sit on the Board at any point of time.
[By Change of By-laws Jan 11/05]

RETIREMENT FROM BOARD

8. At each Annual General Meeting of the Corporation the members of the Board whose terms as Board Members expire in each year shall retire from office and the Corporation shall elect new Board Members to replace such members, all in accordance and subject to By-law 7 above. *[By Change of By-laws Jan 11/05]*

ELIGIBILITY FOR RE-ELECTION TO BOARD

9. A retiring member of the Board shall be eligible for re-election.

REMOVAL FROM BOARD

10. Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.

CASUAL VACANCY ON BOARD

11. Where a vacancy occurs on the Board under By-Law 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualified for membership pursuant to By-Law 7.

QUORUM FOR BOARD

12. Except where there is only one Owner and except during the period before the first annual general meeting, a quorum of the Board is 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. At the first meeting of the Board and at each meeting held after an annual general meeting of the Corporation the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and 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. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

CHAIRMAN OF BOARD MEETINGS

14. 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.

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. At meetings of the Board all matters shall be determined by simple majority vote. 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.

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 restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
 - (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, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Any such contract shall provide for the contract manager to maintain a fidelity bond for the benefit of and naming the Corporation and such bond shall be in an amount at least equal to one-half ($\frac{1}{2}$) of the approved budget of the Corporation in any given fiscal year and the total amount of any replacement reserve funds. At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 17 of the Act shall apply thereto;
 - (e) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents 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) keep minutes of its proceedings and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;
 - (b) cause minutes to be kept of general meetings of the Owners and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
 - (d) prepare proper accounts relating to all monies to the Corporation, and the income and expenditure thereof, for each annual general meeting;
 - (e) maintain financial records of all the assets, liabilities and equity of the Corporation;
 - (f) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
 - (g) cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation a copy of the audited Financial Statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation;
 - (h) within fifteen (15) 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 change in the address for service of the Corporation.

DEFECTS IN APPOINTMENT TO 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; or

- (b) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner or becomes bankrupt; or
- (c) is found of unsound mind, or is the subject of a Certificate of Incapacity issued under the *DEPENDENT ADULTS ACT*, R.S.A. 2000, c. D-32, and amendments thereto;
- (d) is convicted of any criminal offence; or
- (e) is absent from meetings of the Board for a continuous period of four (4) months or four (4) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated; or
- (f) he ceases to qualify for membership pursuant to By-Law 7; or
- (g) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

SIGNING AUTHORITIES

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

CORPORATE SEAL

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

ANNUAL GENERAL MEETING

23. The first annual general meeting shall be convened by the Board within:
- (a) ninety (90) days from the date that 50% of the Units are sold, or
 - (b) one hundred and eighty (180) days from the date that the first Unit is sold,

whichever is sooner. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

EXTRAORDINARY GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called extraordinary general meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

25. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 40% of the total Unit Factors of all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 40% of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to 40% of the total Unit Factors convene an extraordinary general meeting.

NOTICE OF GENERAL MEETINGS

26. Seven (7) days' notice of every general meeting specifying the place, the date and the hour of 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 Owner 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 proceedings thereat. In computing the number of the days 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.

PROCEEDINGS AT GENERAL MEETINGS

27. All business that is transacted at an annual general meeting with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting, shall be deemed special.

QUORUM FOR GENERAL MEETINGS

28. Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and three-fifths ($\frac{3}{5}$) the persons entitled to vote 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 meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned

meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

CHAIRMAN FOR GENERAL MEETINGS

30. The President of the Board shall be the Chairman of all general meetings or in his absence from the 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 Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

ORDER OF BUSINESS FOR GENERAL MEETING

31. The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:
- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
 - (b) calling of the roll and certifying the 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 committees;
 - (g) financial report;
 - (h) appointment of auditors;
 - (i) election of Board;
 - (j) unfinished business;
 - (k) new business;
 - (l) 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 any 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 favour or against the resolution. Except for matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by majority vote.

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 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 shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

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 appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner.

ELIGIBILITY TO VOTE

37. Except in cases whereby or under the Act a Special Resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to By-Law 28.

PROXY 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 Unanimous Resolution is required by the Act, but any one co-Owner may demand a poll.

POLL VOTE BY CO-OWNERS

39. On any poll, each co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

SUCCESSIVE INTERESTS

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, whether on a show of hands or 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 and the mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay assessments.

VIOLATION OF BY-LAWS

43. (a) Any infraction or violation of or default under the Act, these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may, at the sole discretion of the Board, be corrected, remedied or cured by the Corporation. The Board, in its sole discretion, may also levy a fine or penalty against an Owner in respect of any infraction or violation of or default under the Act, these By-laws or any rules and regulations established pursuant to these By-laws. The amount of such fine or penalty shall be at the sole discretion of the Board and shall be within the range from \$50 to \$1,000 but in any event shall not exceed the range for such fines or penalties provided by the Act or regulations thereto. Any fees, costs or expenses incurred or expended by the Corporation (including legal fees on a solicitor-and-his-own-client basis) in correcting, remedying or curing such infraction, violation or default, or any fine or penalty levied by the Corporation in respect thereof, shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;

- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates the Act, these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgment, all costs of such action including costs as between solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) In addition, the Corporation may exercise the powers provided for in Section 39 of the Act.

DEVELOPER'S RIGHTS

44. (a) As the Project is to be built in stages, the following rules shall apply:
- (i) the Developer shall be responsible for keeping and maintaining the unimproved Units free from debris, weeds and any other unsightly matters;
 - (ii) the Corporation is not responsible to provide and service any unimproved Units until completion of construction of a residential building thereon by the Developer;
 - (iii) development of the Units, including but not limited to design and construction shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction of all residential buildings. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;
 - (iv) no Monthly Assessments of Common Expenses shall be levied against the Developer as owner of a Unit until completion of construction of the Project and the Developer has sold at least 67% of the Units (as calculated by Unit Factor).
- (b) During such time as the Developer is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display Units and to carry on all sales functions it considers necessary from such Units and the Common Property for

erecting, placing, hanging, keeping or displaying signs, billboards, advertising materials or marketing notices or displays required in the discretion of the Developer. Further, notwithstanding By-Law 51, lease any Unit or any part thereof without the consent of or notice to the Corporation or the Board. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

DAMAGE OR DESTRUCTION

45. (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, 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 subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by registered mail to all registered mortgagees;

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

Where there has been substantial damage 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:

- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
- (ii) the proceeds of insurance shall be paid to any Insurance Trustee, the Owners and 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 or in accordance with the terms of the Act;

- (b) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- (c) 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 and free from debris;
- (d) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, 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.

INSURANCE

46. (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:
- (i) Fire insurance with extended coverage endorsement for such perils as the Board shall deem advisable insuring: (1) all of the insurable Common Property; (2) all insurable property of the Corporation, both real and personal of any nature whatsoever; and (3) all of the Units (exclusive of all improvements and betterments made to the Units by the Owners, all bathroom and kitchen fixtures, and all 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; and insuring the interest of and naming as insured: (4) all Owners from time to time; (5) their mortgagees who have given written notice to the Corporation; and (6) the Corporation (hereinafter collectively called the "Insureds") as their respective interests may appear;
 - (ii) Boiler and vessel insurance if any boilers and vessels exist;
 - (iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants incidental to the Ownership and/or use of the Common Property and Units and such insurance shall be limited to liability in an amount not less than \$2,000,000.00 inclusive for bodily injury and/or property damage per occurrence;

- (iv) 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:
 - (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson and fraud;
 - (v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this 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;
 - (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the status of the condominium is terminated; and
 - (vii) a cross liability endorsement wherein the rights of and Insured shall not be prejudiced with respect to another Insured;
- (c) Prior to obtaining any policy of insurance hereunder or any renewal thereof, and at least annually, the Board shall obtain an appraisal 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 shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation, and the Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal to insure the full replacement value as set forth in such appraisal. 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 by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate;

- (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 therefor, 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 furnished to each Insured. The Master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;
- (e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any); provided that any expense of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- (f) The Owners may, and upon written request to 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.

ASSESSMENTS FOR EXPENSES AND BUDGETS

47. (a) The expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units or by such other method approved by the Board and in accordance with the Act, and, without limiting the generality hereof, shall include the following:
- (i) All levies or charges on account of maintenance of elevators, hallways, stair wells, entrance ways and parking areas, of garbage removal, electricity, water, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
 - (iii) All the charges on account of cleaning or sweeping of designated visitor parking areas, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property not designated as a privacy area under By-Law 5 or By-Law 59;
 - (iv) All charges on account of lighting fixtures situated on Common Property;
 - (v) All charges on account of maintenance for those portions of a Unit or Common Property for which the Corporation is responsible under these By-laws;

- (vi) All insurance costs in respect of the insurance for which the Corporation is responsible under the By-laws and/or the Act;
 - (vii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including but without limiting the generality of the foregoing all legal and accounting fees and disbursements;
 - (viii) All reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
 - (ix) The cost of maintaining fidelity bonds as provided by these By-laws;
 - (x) The cost of borrowing money for the purpose of carrying out the duties and objectives of the Corporation;
- (b) The expenses of the Corporation shall, subject to any resolution of the Owners, be determined by the Board to be either Residential Unit Expenses, Retail Unit Expenses, Vacation Unit Expenses or Common Expenses, and in the event that any of the Residential Unit Committee, Retail Unit Committee, or Vacation Unit Committee disputes such determination, such dispute shall be resolved in accordance with By-law 69;
- (c) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
- (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for his contribution towards the Common Expenses, and Residential Unit Expenses, Retail Unit Expenses, or Vacation Unit Expenses (as the case may be), for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors;
- (d) The budget shall set out by categories an estimate of the Residential Unit Expenses, Retail Unit Expenses, Vacation Unit Expenses, and Common Expenses of the Corporation for the next fiscal year (which estimate of Residential Unit Expenses, Retail Unit Expenses, Vacation Unit Expenses, and Common Expenses is herein referred to as "expenses"). Each fiscal year's estimated Residential Unit Expenses shall be apportioned, levied and assessed to and upon the Residential Unit Owners in proportion to the Unit Factors of the Residential Units as shown on the Condominium Plan. Each fiscal year's estimated Retail Unit Expenses shall be apportioned, levied and assessed to and upon the Retail Unit Owners in proportion to the Unit Factors of the Retail Units as shown on the Condominium Plan. Each fiscal year's estimated Vacation Unit Expenses shall be apportioned, levied and assessed to and upon the Vacation Unit Owners in proportion to the Unit Factors of the Vacation Units as shown on the Condominium Plan. Such estimated costs

shall be prepared in the form of three (3) budgets, one for the Residential Units containing the estimated Residential Unit Expenses and the proportionate share of Common Expenses attributable to the Residential Units, another for the Retail Units containing the estimated Retail Unit Expenses and the proportionate share of Common Expenses attributable to the Retail Units, and another for the Vacation Units containing the estimated Vacation Unit Expenses and the proportionate share of Common Expenses attributable to the Vacation Units. Each fiscal year's estimated expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factors as shown on the Condominium Plan. The budget shall include a provision for contingencies and replacements ("replacement reserve fund") in accordance with the Act;

- (e) The replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is 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 resolution determine the maximum amount that may be paid from the replacement reserve fund in respect of a single expenditure;
- (f) The expenses set forth in each 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 instalments payable, in advance on the first day of each month. Prior to the first instalment, each Owner shall confirm arrangements for the twelve (12) equal monthly consecutive instalment payments which shall consist of:

Deposit with the Corporation, twelve (12) cheques post dated the first (1st day of each month, or

arrangements for automatic debit with the Owner's bank, or

other alternative arrangements as approved by the Board.

[By Change of By-laws Jan 11/05]

- (g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due;
- (h) The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within twenty (20) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;

- (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution;
 - (v) and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein;
- (i) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (ii) the particulars of:
 - (1) any action commenced against the Corporation and served upon the Corporation;
 - (2) any unsatisfied judgment or order for which the Corporation is liable; and
 - (3) any written demand made upon the Corporation for an amount in excess of \$5,000.00 that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;
 - (v) a copy of the current budget of the Corporation;
 - (vi) a copy of the most recent financial statement of the Corporation;
 - (vii) a copy of the By-laws of the Corporation;
 - (viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - (ix) the particulars of or a copy of any subsisting lease of any of the Common Property;
- (j) Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before 90% of the Units have been occupied or sold by the Developer and prior

to the first annual general meeting being convened and the fiscal year of the Corporation established, the following provisions will apply:

- (i) The Developer will cause to be prepared an interim statement of anticipated Common Expenses, which may be revised and sent to the Owners every three (3) months;
- (ii) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards Common Expenses, and Residential Unit Expenses, Retail Unit Expenses or Vacation Unit Expenses (as the case may be), pertaining to his Unit and based on the Unit Factor for his Unit;
- (k) The omission by the Corporation to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses, and Residential Unit Expenses, Retail Unit Expenses or Vacation Unit Expenses (as the case may be), by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit;
- (l) 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

48. If at any time it appears that the annual assessments or contributions towards the Common Expenses and Residential Unit Expenses, Retail Unit Expenses or Vacation Unit Expenses (as the case may be), will be insufficient to meet such expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses, and Residential Unit Expenses, Retail Unit Expenses or Vacation Unit Expenses (as the case may be). The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF ASSESSMENTS

49. Default in payment of assessments and lien for unpaid assessments, instalments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof, and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time;
- (b) Any other Owner or person, firm or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (d) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- (e) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgagee;

- (f) Notwithstanding all other provisions hereof the lien, charge or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage;
- (g) All costs of the Manager and legal costs on a solicitor-and-his-own-client full indemnity basis and disbursements incurred by the Corporation in registering and discharging a Caveat or in any way securing its interests hereunder shall constitute a payment due the Corporation.

ESTOPPEL CERTIFICATE

- 50. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

LEASING OF UNITS

- 51. In the event that any Owner desires to lease or rent his Unit (other than his interest in a Vacation Unit, the lease or rent of which is governed by the Vacation Unit Co-Owners Agreement and the Rental Pool Management Agreement), 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. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

SEVERABILITY

- 52. 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

- 53. 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 to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at

its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been received on the fourth business day after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws.

NOTICE OF DEFAULT TO MORTGAGEES

54. 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.

DEBT RETIREMENT ON TERMINATION

55. Subject to the provisions of the Act, upon termination of the condominium status 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 to the Owners in proportion to their Unit Factors.

COMPANY WHICH IS MEMBER OF BOARD

56. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the By-laws next following shall be deemed to be a resolution of the Board.

ALTERNATE BOARD REPRESENTATIVE

57. A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this by-law shall be made in writing under the hand of the representative making the same.

UTILITY AND ACCESS EASEMENTS IN RESPECT OF COMMON PROPERTY

58. The Developer as initial registered Owner of all Units contained within the Condominium Plan shall register for the benefit of the Corporation and the Owners a building restrictive covenant (the "BRC") providing for, among other things, the following:
- (a) an easement and right-of-way over all of the Parcel and the Units to the extent necessary for the placement, replacement, operation, inspection, maintenance and repair of the common sprinkler watering system (if any), all utility services including water, gas and electrical, over, in and through the Units as necessary to allow the Corporation to carry out its obligations (through agents or appointees, if necessary) in respect thereto including, without limitation, the specific right of access to all buildings on the Parcel and the Units for the purposes of connecting, disconnecting, erecting, maintaining, operating, repairing, replacing and renewing electrical, telephone, telecommunications, gas, sewer and water connections which pass through such Units in connection to the other Units, together with the usual and ordinary appurtenances thereto;
 - (b) a specific grant to the Corporation, the Owners, their heirs, administrators, successors and assigns and their respective contractors, subcontractors, officers, servants, agents and workmen, the full right and liberty to ingress and egress and the right and liberty to pass and repass on, over, in and through the Units, either by foot or by way of vehicle or machine, and to remain on the Units for the sole purpose of effecting any corrective measure relating to any of the covenants contained in the BRC, such rights and privileges being covenants running with title to the lands on which the Units are situate.

PRIVACY AREAS

59. (a) The Owner of a Unit shall have the exclusive use of any balcony or patio area immediately adjacent and affixed to his Unit to which he has sole access which shall constitute a privacy area granted to an Owner pursuant to By-law 5. Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;
- (b) The Board may, in addition to other restrictions set out in these By-laws, specify and limit the nature and extent of the use or uses of any such privacy area assigned or designated by it hereunder;
- (c) While any such privacy area is not included in the Condominium Plan as part of a Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such privacy area shall be maintained in a clean and uncluttered condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing ice, slush, snow and debris from the driveway, parkade ramp and common walkways, sweeping the parkades and

structurally maintaining fences, parking areas, storage areas, balconies, patios and walkways to a standard considered reasonable by the Board;

- (d) If an Owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;
- (e) The term privacy area does not include any fence, rail or similar structure bordering any designated privacy area;
- (f) The Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such privacy area for the purpose of carrying out any of the duties or functions of the Corporation.

REALTY TAXES

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

INDEMNIFICATION OF OFFICERS AND MANAGERS

- 61. The Corporation shall indemnify every manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expenses, including 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 as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful 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 in an amount not less than Ten Thousand (\$10,000.00) Dollars, the cost of such bonding to constitute a common expense of the Corporation.

NON-PROFIT CORPORATION

62. The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds or 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 may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
 - (b) any member of the Board or Owner may, from time to time be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
 - (c) members of the Board may receive an annual honorarium or stipend established pursuant to By-Law 5(1).

USE AND OCCUPANCY RESTRICTIONS

63. In this By-law:
- (a) "**occupant**" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
 - (b) "**Owner**" includes a tenant.
64. An Owner shall not:
- (a) use his Unit or any part thereof for any commercial, professional, or other business purpose, except for such small-scale home-based business purposes as are permitted by the Town of Canmore, or for any purpose that may be illegal or, in the opinion of the Board, injurious to the reputation of the Project;
 - (b) make or permit noise in or about any Unit or the Common Property that 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 any other Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
 - (c) keep or allow any animal, livestock, fowl or pet of any kind at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs approved must be hand-leashed, kept under control at all times while on Common

Property. The Owner shall be responsible for the removal of pet feces from the Common Property. Any municipal by-laws in effect in the Town of Canmore with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce Town of Canmore by-laws 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 and for purposes of this By-law:
 - (i) **"single family dwelling"** means a Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed; and
 - (ii) **"Boarder"** means a person to whom room and board is regularly supplied for consideration; and
 - (iii) **"Roomer"** is a person to whom a 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 alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units;
- (g) permit laundry to be hung other than inside the Unit;
- (h) store, erect or place any building, structure, tent, or trailer (either with or without living, sleeping or eating accommodation) on the Common Property, Parking Unit, or on any privacy area assigned to him;
- (i) 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, clotheslines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens of any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefor which may be established by the Board;
- (j) store any combustible, inflammable or offensive goods, provisions or materials in his Unit or on the Common Property;
- (k) 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 or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation. To prevent the risk of fire, outdoor cooking shall be restricted to the use of propane- or natural- gas fuelled barbecues only;

- (l) do anything or permit anything to be done by any occupier of his Unit in his Unit, or the Common Property that is contrary to any statute, ordinance, by-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (m) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, personal possessions, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (n) deposit customary household refuse and garbage outside his Unit other than in proper garbage containers supplied and designated by the Board;
- (o) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about a Unit in any manner which may make the same visible from outside of the Unit without the prior written approval of the Board;
- (p) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (q) smoke cigarettes, cigars, or pipes on the Common Property or permit any member of his household, guests, visitors, or occupants of or licencees to the Unit to do so;
- (r)
 - (i) use any part of the Common Property for the parking of any motor vehicles except in accordance with permission in writing from the Board;
 - (ii) wash motor vehicles except in such a manner as will not cause nuisance or annoyance to other Owners and in such place and at such times as the Board may from time by regulation set forth or direct and no repairs or adjustments to automobiles shall be carried out on the Project, nor shall any vehicles other than private passenger automobiles or 4 X 4 vehicles, be brought onto the Project without the written consent of the Board or a member or a manager or nominee thereof save and in the course of a delivery to or removal from the respective premises;
 - (iii) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles or equipment to be parked or stored other than in an area designated by the Board (if any);
 - (iv) keep on the Common Property any private passenger automobile which is not in operating condition and being used from day to day;

- (s) obstruct or permit any hallways, walkways, passage or driveways or designated visitor parking areas to be obstructed by his family, guests or visitors;
- (t) shake mops or dusters of any kind nor throw anything out any windows or from any balcony in his Unit or on the Common Property, nor permit anything of this kind to be done;
- (u) allow his Unit, Parking Unit, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance;
- (v) make or cause to be made any structural, mechanical or electrical alterations or additions to his Unit or any load-bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- (w) use a toilet, sink, tub, drain or other plumbing fixture for the purpose other than that for which it is constructed;
- (x) allow the area around his premises to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (y) be responsible for ice and snow removal other than from the front entrance area and steps (if any), patio or deck and front walkways;
- (z) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representative that all household or personal effects or articles, including bicycles and like things belonging to an Owner's household be put away inside such Unit when not in actual use;
- (aa) prevent or prohibit access to and use of exterior water taps on his Unit for purposes of maintaining Common Property; and
- (bb) 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 59, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally.
- (cc) allow any propane powered motor vehicle to be brought into, kept or stored in the underground parking area;

(dd) drive any motor vehicle on the Common Property at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

65. An Owner shall ensure that his occupants comply with those requirements that the Owner must comply with under By-Law 64 hereof.

EASEMENTS

66. When an easement is implied by this By-law, the Owner of any utility service who is providing his service to the Parcel, or to any Unit or Unit on it, is entitled to the benefit of any of those easements that are appropriate to the proper provision of that service, but not to the exclusion of the Owner of any other utility service.

AMENDMENT OF BY-LAWS

67. 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 mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the date of any such Special Resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

RETAIL UNITS

68. (a) The Retail Units owned by the Developer and its successors in title thereto shall, notwithstanding anything in these By-laws herein contained, be operated in a manner consistent with first-class commercial and professional premises in the Town of Canmore. In particular, but without restricting the generality of the foregoing, the use and occupancy rules contained in these By-laws other than this By-law 68 shall not be applicable to the Retail Units provided that the operation of those Units comply in all respects with Town of Canmore Planning and Building Department regulations, Town of Canmore fire protection and electrical by-laws and Town of Canmore public health by-laws.

(b) The Owners of the Retail Units shall be entitled to exclusive use of such parking stalls as may be allocated to them by the Board from time to time pursuant to a license of occupation, which license shall, in respect of the Retail Units, be revocable by the Board at any time.

(c) The Owner of a Retail Unit shall be entitled to place signage, canopies, awnings, patios and other improvements on the Common Property of the Corporation provided that same are installed immediately adjacent to such Retail Units, that the Owners thereof shall be responsible for the maintenance and care thereof, that the Board has first approved of same and that all Town of Canmore by-law requirements are met in respect of such improvements.

- (d) A Retail owner shall not conduct the following business nor methods of doing business from a Retail Unit:
- (i) a private auction or a fire, bulk, "going out of business" or bankruptcy sale or auction, other than a bulk sale to a purchaser of the Retail Unit;
 - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
 - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the Project;
 - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures;
 - (v) sleeping apartments or lodging rooms;
 - (vi) the use of vending amusement equipment, unless such use is expressly consented to by the Board; or
 - (vii) a type of business which is morally objectionable or inconsistent with the mixed use of the Project, in the reasonable discretion of the Board.

VACATION UNITS

69. (a) The Vacation Units owned by the Developer and its successors in title thereto shall, notwithstanding anything in these By-laws herein contained, be operated in a manner consistent with first-class visitor accommodations in the Town of Canmore and in accordance with the Vacation Unit Co-Owners Agreement and the Rental Pool Management Agreement. In particular, but without restricting the generality of the foregoing, the use and occupancy rules contained in these By-laws other than this By-law 69 shall not be applicable to the Vacation Units provided that the operation of those Units comply in all respects with the Vacation Unit Co-Owners Agreement and the Rental Pool Management Agreement, the applicable provincial and Town of Canmore laws and regulations in respect of such visitor accommodation, Town of Canmore fire protection and electrical by-laws, and Town of Canmore public health by-laws.
- (b) The Owners of the Vacation Units shall be entitled to non-exclusive use of such parking stalls as may be allocated to them by the Board from time to time pursuant to a license of occupation, which license shall, in respect of the Vacation Units, be revocable by the Board at any time.
- (c) The Owners of the Vacation Units shall enter into and strictly abide by the terms and conditions of the Vacation Unit Co-Owners Agreement and the Rental Pool Management Agreement.

EXCLUSIVE USE AREAS FOR RESIDENTIAL UNITS

70. The Owners of the Residential Units shall be entitled to exclusive use of such Common Property, as may be determined by the Board from time to time, pertaining to the ingress to and egress from the Residential Units and those Parking Units owned by owners of the Residential Units, which grant of exclusive use shall be revocable by the Board at any time.

RESOLUTION OF DISPUTE

71. If at any time there is a dispute as to the right to exclusive use of a portion of the Common Property as between any of the Residential Unit Owners, Retail Unit Owners or Vacation Unit Owners, or a dispute as to what constitutes a Residential Unit Expense, Retail Unit Expense, Vacation Unit Expense or Common Expense, such dispute shall be submitted to a sole arbitrator appointed by the parties to the dispute (or by the Manager should the parties fail to appoint), whose decision shall be final and binding upon all Owners, the Board and the Corporation. The fees of such arbitrator shall be deemed to be a Common Expense.

CONSENTS AND ASSURANCES BY CORPORATION

72. Development of the Project shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of the Project. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to, and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development, construction or completion of the Project, or redivision and registration of the Condominium Plan. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation and the Owners with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing.

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