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NOTICE OF CHANGE OF BY-LAWS


Form 3

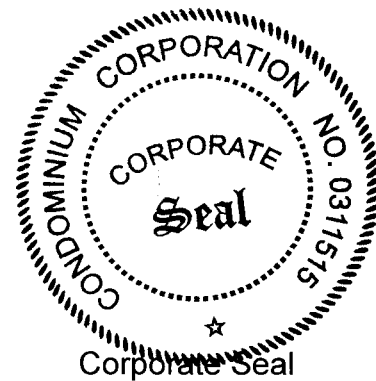
Condominium Property Act

Section 32

Condominium Corporation No. 0311515 hereby certifies that, by a Special Resolution passed on the 31st day of October, 2016, the Bylaws of the Corporation were repealed and replaced with the Bylaws which are attached as Schedule "A" to this Notice.

The seal of Condominium Corporation No. 0311515 was affixed on April 5, 2017, in the presence of


Bob Book




Director

SCHEDULE "A"

**CONDOMINIUM CORPORATION NO. 0311515
COUNTRY LANE ESTATES**

BYLAWS

October 31, 2016

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COUNTRY LANE ESTATES**

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Personal Information Protection Act, S.A. 2003, c. P-6.5 (“PIPA”) “The Board of Directors shall endeavour to keep individual owners’ personal information confidential, and will not disclose same without their consent, as set forth in PIPA. However, the unit owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation.”

NOTE: These Bylaws have been passed by Condominium Corporation No. 0311515 for the purpose of repealing, replacing and substituting the Bylaws registered in the South Alberta Land Registration District as instrument number 091 284 030 on September 23, 2009.

COUNTRY LANE ESTATES

BY-LAWS OF CONDOMINIUM CORPORATION NO. 0311515

PART I DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

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

- (a) "**Act**" means the *Condominium Property Act*, R.S.A, 2000, c. C-22, as amended from time to time, or any statute or statutes substituted therefore;
- (b) "**Board**" means the Board of Directors of the Corporation;
- (c) "**Bylaws**" mean the Bylaws of the Corporation, as amended from time to time
- (d) "**common expense**" or "**common expenses**" means the expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these Bylaws. Unless otherwise expressed, "common expense" or "common expenses" shall include, without restricting the generality of the definition thereof, all cost and expense to the Corporation incidental to the use or Ownership of all property owned by or in which the Corporation has any interest and whether real or personal property, including, without limiting the generality of the foregoing, any assessments or contributions to cover contingencies and/or replacements and/or additional anticipated common expenses and/or deficiencies from the prior year or years;
- (e) "**Common Property**" means so much of the parcel as is not comprised in any Lot shown on the Condominium Plan;

- (f) "**Condominium Plan**" means the condominium plan registered pursuant to the Act as Condominium Plan No. 0311515;
- (g) "**Corporation**" means the condominium corporation constituted under the Act by the registration of the Condominium Plan;
- (h) "**Corporation property**" means any real and personal property owned by the Corporation or in which it has any interest;
- (i) "**Effective Rate**" means the rate being 3% per annum greater than the prime rate of interest expressed as a percentage per annum used and announced from time to time by the Province of Alberta Treasury Branches;
- (j) "**Lot**" means the parcel designated as a Unit in the registered Condominium Plan;
- (k) "**Manager**" means the manager appointed by the Board or any successor appointed by the Board;
- (l) "**Municipality**" means the Municipal District of Foothills No. 31;
- (m) "**Ordinary Resolution**" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all the Lots;
- (n) "**Owner**" means a person or corporation who is registered as the owner of the fee simple estate in a Lot in the Condominium Plan;

- (o) "**parcel**" means the land comprised in the Condominium Plan;
- (p) "**project**" or "**entire project**" means the parcel and all buildings, improvements, recreational facilities, chattels and property of every kind situated within, under or upon such parcel (except those chattels which are the separate property of the Owners or occupiers of Lots);
- (q) "**Recreational Unit**" means a self-contained recreational vehicle including, but not limited to, a trailer, 5th wheel trailer, motor home, Park Model Trailer or Park Model CSA Z241, constructed by a recognized manufacturer, and having an minimum length of 21 feet;
- (r) "**Special Resolution**" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Lots; or
 - (ii) 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 powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Lots; and
- (s) "**Unit Factor**" means the Unit Factors for each Lot as more particularly described in the Condominium Plan.

2. **INTERPRETATION**

- (a) Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws, and other expressions used in the Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Condominium Property Act*, R.S.A. 2000, c. C-22 or the *Land Titles Act*, R.S.A. 2000, c. L-4, both as amended from time to time, or in any statute or statutes passed in substitution therefore, and words importing the singular number include the plural, and vice versa, words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.
- (b) The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing or interpreting the terms or provisions of any Bylaw.

PART II
DUTIES OF THE OWNERS AND RULES AND
REGULATIONS OF THE CONDOMINIUM PROJECT

3. **DUTIES AND OBLIGATIONS OF OWNERS**

A. An Owner shall:

- (a) upon purchasing a Lot, notify the Board of such purchase, providing the names, addresses and telephone numbers of the registered Owners;
- (b) upon purchasing a Recreational Unit:
 - (i) notify the Board and receive approval to place the Recreational Unit on the Lot;
 - (ii) NO Recreational Unit older than 15 years from the date of the original manufacture shall be placed on any Lot without the

approval of the Board, at the Board's sole discretion as to the Recreational Units appearance and condition;

- (iii) should there be a concern by the majority of the Board regarding the appearance of any Recreational Unit, then the Board may, by resolution, give a verbal warning to the Owner to bring the Recreational Unit up to an acceptable level as per Bylaw (e)(i), below;
 - (iv) should the Owner fail to rectify the problem within a three week period, the Owner shall be given written notice to comply within a time established by the Board at the time;
 - (v) should the Owner not comply within the specified period for correction, Bylaw 53 shall apply;
- (c) permit the Corporation and its agents, at all reasonable times on notice (except in the case of emergency when no notice is required), to access the Lot or the property for the purpose of inspecting the Lot or the property and maintaining, repairing or replacing pipes, wires, cables, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in or on the Lot and used or capable of being used in connection with the enjoyment of any other Lot or Common Property, or for the purpose of maintaining, repairing or replacing Common Property, or for the purpose of ensuring that the Bylaws are being observed except that unauthorized access to Recreational Units is limited to emergencies only;
- (d) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Lot, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Lot;
- (e) maintain and keep his Lot, including any landscaping, Recreational Unit, deck, shed, concrete and asphalt in a state of good repair, and
- (i) if the Owner shall not maintain any of the above to a standard similar to the lands and structures located on the common areas,

the Board may give 10 days notice to the Owner to this effect, requiring the Owner to rectify the state of repair of the Recreational Unit, deck, shed, concrete or asphalt, as the case may be, and

- (ii) if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and shall invoice the non-complying Owner for costs incurred and, if necessary, the provisions of Bylaw 53 shall apply;
- (f) use and enjoy the Common Property and the Corporation property only in such a manner as to not unreasonably interfere with the use and enjoyment thereof by the Owners or their families or visitors or others;
- (g) notify the Corporation immediately upon the lease or rental of the Lot or the Recreational Unit;
- (h) observe and abide by all rules and regulations established from time to time by the Board including but not restricted to the orderly flow of traffic in or on the parcel, including, but without limiting the generality of the foregoing, speed limits and directional controls;
- (i) comply strictly with and cause all his tenants, family, visitors and other occupants of his Lot to comply with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time;
- (j) tightly wrap and tie any domestic garbage from his Lot and dispose of same into a secure garbage enclosure located on the Common Property for pick-up and removal.
 - i. No outside garbage, construction, or renovation including building materials shall be permitted to be disposed of on the Common Property or in garbage containers;
- (k) ensure all sewer hook-ups are airtight (screw-in type hook-up) and the sewer cap is in place when a sewer hose is not connected to the sewer;

- (l) comply with the terms and conditions of any restrictive covenant registered against the lands of the Corporation as if such Owner were the Owner of the lands of the Corporation; and
- (m) fully comply with any conditions contained in the development permit issued by the Municipality, as such development permit may be amended from time to time.

B. An Owner shall not:

- (a) use his Lot or Recreational Unit, the Common Property or the Corporation property for commercial or professional purposes, including auction sales, garage sales and other sales, or for any purpose which may be illegal or injurious to the reputation of the project;
- (b) occupy their Recreational Unit within the project between November 1st of any year and March 31st of the following year without written Board approval and agreeing to pay additional fees;
 - (i) Any such approval is based on an Owners particular circumstance and will not be approved for multiple years;
- (c) make or permit noise in or about any Lot, the Common Property or the Corporation property which, in the opinion of the Board, is a nuisance or unreasonably interferes with the use and enjoyment of a Lot or the Common Property of the Corporation by any other Owner and no instrument or other device shall be used within a Lot which, in the opinion of the Board, causes a disturbance or interferes with the comfort of other Owners;
- (d) permit more than one Recreational Unit, on each Lot.
 - (i) Motor vehicles must be parked entirely on the hard surface parking apron located at the front of the Lot;
 - (A) an Owner may not park or store more than 3 licensed highway motor vehicles and a golf cart, on the hard surface parking apron located at the front of the Lot; and

- (B) an Owner may park a cargo trailer, utility trailer or boat on their hard surface parking area for a maximum of 72 hours for the purpose of loading or unloading such trailer or boat;
- (C) an Owner may park a boat on a trailer or cargo trailer on their hard-surfaced parking pad from November 1st in one year to March 31st of the following year for storage purposes;
 - (1) Extensions or modifications of these dates must be approved in advance by the Board;
- (ii) Recreational Units must comply with any regulations established by the Municipality and contained within any development permit issued by the Municipality;
- (e) permit overnight sleeping in any vehicles other than in the Recreational Unit;
- (f) permit tents to be erected on the Lot, except on a short-term basis, provided however, that any tent shall be erected for a maximum of 3 days in any 14 day period;
- (g) keep any animals or household pets of any kind in any Lot or on the Common Property except as may be permitted pursuant to Bylaw 8;
- (h) do any act or permit any act to be done, or alter the Common Property, or make, or cause to be made, any structural, mechanical or electrical alterations to his Lot without first having the design specifications of such alteration or addition approved in writing by the Board and 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 Effective Rate from the time such costs are incurred, until paid;
- (i) permit laundry to be hung other than inside his Recreational Unit;

- (j) use, or permit the use of firearms or other weapons within the project;
- (k) gather or cut wood or other vegetation within the project without the prior approval of the Board;
- (l) use or permit the use of golf carts, except on existing roadways within the project and then only by a driver in possession of a valid driver's license;
- (m) permit persons under the age of 18 to use the recreational facilities or buildings in the project without adult supervision;
- (n) smoke in the recreational facilities or buildings in the project;
- (o) do anything or permit anything to be done in or on, or bring or keep anything on a Lot, a Recreational Unit, the Common Property or the Corporation property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- (p) do anything or permit anything to be done by any Owner, tenant, guest, invitee, contractor or tradesperson on a Lot, a Recreational Unit, the Common Property or the Corporation property that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether federal, provincial, municipal or otherwise;
- (q) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns or the Common Property, and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds of the Common Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds within the parcel;
- (r) bring, allow or permit any dangerous substances or materials on the project including, but not limited to, radioactive, explosive, poisonous or flammable substances or materials, with the exception of no more than 5 gallons of gasoline per Lot;

- (s) place, allow or keep deep-freezers, refrigerators, stoves, sinks or like objects or appliances other than completely inside a Recreational Unit or shed;
- (t) erect, place, allow, keep or display signs, billboards, advertising material or other notices or displays of any kind on the Common Property, Corporation property or in or about any Lot, except for
 - (i) a sign indicating the Lot number, or the names of the Owners of the Lot; and
 - (ii) a "For Sale" or "For Rent" sign, approved by the Board, for the Lot or Recreational Unit or both;
- (u) use any part of the Common Property for the parking of any motor vehicles, boats or other chattels, except in designated parking areas established by the Board, nor shall any Owner park or permit his family, guests or visitors to park on any roads, sidewalks, walkways, passages or driveways, entrances, exits or parking areas or facilities;
- (v) allow his Lot or privacy area to become unsanitary or unsightly in appearance and the Board shall be at liberty to remove any rubbish or clean up the common area in proximity to an Owners premises to its satisfaction and charge the expense to the Owner;
 - (i) the Board, in the interest of all Owners, will disallow those items being placed on a Lot that, in the opinion of the Board, will noticeably detract from the general appearance of the project. These items will include, but not be limited to, vehicles that are not road-worthy and are in disrepair, wood piles and tarpaulins, personal effects or articles not in actual use, including toys, lawn mowers, wheelbarrows, garden tools, sawhorses and construction materials;
 - (ii) should the Owner, his servants, agents, licensees, invitees or tenants not comply with the specified period for correction, then Bylaw 53 shall apply;

- (w) permit any member of his household, guests or visitors to trespass on the privacy area granted to another Owner;
- (x) when the purpose for which a Lot is intended to be used is shown expressly or by necessary implication on or by the registered Condominium Plan, use his Lot for any other purpose or permit the same to be used, unless approved by the Board in writing;
- (y) wash cars, 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 to time by regulation set forth or direct, and no repairs or adjustments to automobiles shall be carried out in any Lot, parking area, Common Property or Corporation property, nor shall any commercial vehicles be brought onto any Common Property or Corporation property without the written consent of the Board or a manager or nominee thereof, save in the course of delivery to or removal from the respective premises;
- (z) use or permit any other person to use any facilities of the Corporation, except in accordance with rules and regulations respecting the use thereof which the Board from time to time sets forth or directs;
- (aa) use his Lot or Recreational Unit, or permit it to be used in any manner or any purpose which may be illegal, injurious or that may cause nuisance or hazard to any occupier of a Lot or Recreational Unit (whether an Owner or not) or the family of such an occupier;
- (bb) store or keep on any privacy area or deck any goods, chattels, equipment that is inconsistent with the normal use of recreational property;
- (cc) throw, place or deposit any material of any nature whatsoever on the Common Property;
- (dd) subdivide or attempt to subdivide his Lot except with the consent of the Corporation expressed by way of Special Resolution,;

- (ee) store, use or permit to be used on the Common Property any snowmobiles, all-terrain vehicles or other motorized vehicles customarily used for "off-road" transportation;
- (ff) start or permit open fires, except fires shall be permitted in enclosed and approved fire pits upon prior written approval of the Board with respect to the location and design of said fire enclosures;
- (gg) erect, place, allow or keep on his Lot any thing or structure which has a permanent foundation;
- (hh) permit swimming pools, hot tubs, spas or trampolines on his Lot, or anywhere within the Common Property or the Corporation's property; and
- (ii) not alter the natural topography in any manner that would affect existing surface drainage grading, nor cover more than 60% of any Lot with any material or covering which would have the effect of altering surface drainage.

4. **DECKS AND PRIVACY AREA**

- (a) The Owner of each Lot shall be entitled to erect or place a deck on his Lot provided that the deck complies in all respects with the Development Permit now or hereafter issued in respect of the project by the Municipality;
- (b) decks shall not exceed the maximum area permitted within the terms of the Development Permit issued by the Municipality now, or hereafter, issued with respect to the project by the Municipality; and deck railings shall not exceed 42 inches in height above the base of the deck, measured from the top surface of the deck to the top surface of the railing, and must comply with local building code, or any other regulations that may be imposed by the Municipality;
- (c) any approved deck shall be constructed of painted or stained wood, or other approved material;
- (d) decks shall not be permanently attached to the Recreational Unit;

- (e) decks shall be permitted to have a roof that complies in all respects with the Development Permit now, or hereafter issued, in respect to the Project and issued an approved lot improvement permit by the Board;
- (f) the deck and roof, if any, must meet the minimum setback distance as determined by the Board, or by the Municipality, from time to time;
- (g) the Owner must submit proposed plans for a deck, which must include the deck dimensions, materials and location for approval to the Board before the commencement of any construction;
 - (i) The approval of the proposed plans by the Board does not exempt the Owner from complying with the requirements of the Alberta Building Code, all Municipal regulations, local building regulations, or any other regulation governing the construction of decks in the Province of Alberta.
- (h) any deck shall be maintained in a clean and tidy condition at the sole expense of the Owner of the Lot upon which it is located;
- (i) any windscreens or privacy screens must have an approved lot improvement application permit from the Board; and
- (j) if an Owner shall fail to maintain any such deck, after 10 days notice in writing 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 undertaken, and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify the said maintenance problem and pay interest thereon at the Effective Rate after demand for payment.

5. **STORAGE SHEDS**

- (a) An Owner shall be permitted to install 1 storage shed on their Lot, provided that such shed shall have a maximum size permitted within the terms of the Development Permit issued by the Municipality now, or hereafter, issued with respect to the project by the Municipality and a

maximum height of 11' 3", measured from the lowest point resting on the ground to the highest peak of the roof, and further provided that the shed does not have a permanent foundation and that it complies in all respects with any Development Permit now or hereafter issued by the Municipality, or the Condominium Board in respect of the Project.

- (b) An Owner shall be permitted to erect or construct a commercially manufactured vinyl shed, or with approved cladding on a wooden shed, provided that the shed complies with the provisions of Bylaw 5(a).
 - (i) Metal sheds will not be permitted under any circumstances.
- (c) Any shed permitted by the Board must be placed a minimum of 1 foot from the rear property line of the Lot and a maximum of 3 feet from the rear property line of the Lot.
 - (i) Shed must also be placed a minimum of 1 foot from either side property line of the Lot.
 - (ii) Exceptions for placement of any shed due to the natural topography of the Lot must receive written approval of the Board.
- (d) The Owner must submit proposed plans for a shed, which must include the shed dimensions, materials and location, for approval to the Board before the commencement of any construction;
 - (i) The approval of the proposed plans by the Board does not exempt the Owner from complying with the requirements of the Alberta Building Code, all Municipal regulations, local building regulations, or any other regulation governing the construction of sheds in the Province of Alberta.
- (e) In order to preserve the quality and integrity of Country Lane Estates, the Board of Directors reserves the sole right to enforce the above standards, and remove, at the expense of the Owner, any shed which does not meet with the approval of the Board, or which does not meet with the building standards as set out in these Bylaws, the Municipality regulations, or which contravene any other building code or regulation in force in the

Province of Alberta.

6. **SET BACK LIMITS**

- (a) Setback limits from boundary lines of the Lots for all development thereon of any kind shall be such as may be set out in any Development Permit now or hereafter issued by the Municipality in respect of the project.
- (b) The following minimum setbacks must be adhered to on each Lot:
 - (i) Front yard: no closer than 20 feet from the front of the property line of the Lot;
 - (ii) Rear lot: no closer than 1 foot from the back of the property line of the Lot; and
 - (iii) Side yard: no closer than 1 foot from any side of the property line of the Lot.
- (c) All Recreational Units, decks, sheds, roofs, landscaping, propane bottles and any other structures permitted on any Lot must meet these minimum setback distances as outlined.
 - (i) If an Owner shall fail to maintain these minimum setback distances, after 10 days notice in writing to him to correct any encroachment as set forth in said notice from the Board, then the Board or its representative may order the maintenance undertaken, and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify the said maintenance problem and pay interest thereon at the Effective Rate after demand for payment.
- (d) All Recreational Units must be placed on that side of the Lot closest to the location of any utilities supplied to the Lot.

7. **SKIRTING**

- (a) Travel trailers, motor homes, fifth-wheel trailers and decks may be skirted with vinyl siding, vinyl lattice or other materials as may be approved by the Board from time to time.
- (b) Park models must be skirted with vinyl siding, vinyl lattice or other materials as may be approved by the Board from time to time, within 1 year from the date of placement on a Lot.

8. **PETS**

- (a) An Owner, visitor, or occupant of a Lot may have a maximum of 2 family pets, which must be kept on a leash or confined to their Lot or indoors at all times.
- (b) Pets will not be permitted in any recreational facility or building within the Project.
- (c) All pet waste is to be picked up immediately by the pet owner (or person in charge of the pet) and put into an airtight bag before being deposited into a garbage receptacle. This Bylaw applies to all areas of the Project, whether developed or not.
- (d) Notwithstanding Bylaw 8(a), the Corporation may by notice delivered to an Owner, request Municipal District of Foothills bylaw enforcement officers to intervene.

9. **SPEED LIMIT**

The speed limit within the park is 15 km/h for all vehicles, bikes, golf carts, roller blades and any other wheeled vehicles.

10. **UNDERGROUND UTILITIES**

No utilities including, but not limited to, electrical, cable television or telephone service shall be provided to the project, to any Lot or to any part of the Common Property, other than by lines or pipes installed underground, except where such is approved by Special Resolution.

11. **PROPANE BOTTLES**

One propane bottle ("pig") is permitted for all Recreational Units to a maximum size of 500 litres, placed at the rear of the Recreational Unit, and which complies with any and all applicable Municipal, Provincial or Federal legislation and regulations, and the minimum setbacks as provided in such legislation or regulations are adhered to.

- (i) Propane cylinders which are an integral component of a Recreational Unit, barbeque, patio heater or other such appliances are exempt from the provisions of this bylaw 11.

PART III
THE CORPORATION

12. **FURTHER DUTIES OF THE CORPORATION**

In addition to the duties of the Corporation set forth in the Act, the Corporation itself or through its agents shall:

- (a) control, manage, maintain and administer the Common Property and any Corporation property for the benefit of all of the Owners and for the benefit of the entire project;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures, fittings, recreational facilities and other apparatus and equipment used in connection with the Common Property and any Corporation property;

- (c) maintain the lawns, gardens and walkways on the Common Property and any Corporation property;
- (d) maintain and repair (including replacement where reasonably necessary) any pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities which are capable of being used in connection with the enjoyment of more than one Lot or Common Property or any Corporation property;
- (e) on the written request of an Owner or registered mortgagee of a Lot, produce to the Owner or mortgagee, or a person authorized in writing by the Owner or mortgagee, at the expense of such person, the policy (or a certified copy of the policy) of insurance effected by the Corporation, and the receipt (or certified copy thereof) for the last premium or premiums in respect thereof, the current Condominium Bylaws, financial statements, budget and minutes of the Board and Corporation meetings;
- (f) maintain and repair the following:
 - (i) all buildings including doors, exterior surfaces, fences, posts, roofs, decks, roadways, ramps, steps, terraces, plazas, driveways, and walkway within the Common Property; and
 - (ii) all equipment and machinery owned by the Corporation;
- (g) collect and receive all fees and levies paid by the Owners and deposit same in a separate account with a chartered bank, trust company, treasury branch, or credit union;
- (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 Corporation, including, but not limited to, management fees, maintenance expenses, fire and liability insurance and other maintenance expense charged against or referable to any Corporation property, Common Property, lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services and appraisal fees and cost of a Manager, if any, and such other costs as to

the Board seem justifiable in the management or administration of the entire project;

- (i) upon the written request of an Owner, purchaser or registered mortgagee of a Lot, the Corporation shall, upon payment of a reasonable fee in advance, within 10 days of receiving that request, produce to the Owner or registered mortgagee, or a person authorized in writing by the Owner or registered mortgagee, one or more of the following as requested by that person:
 - (i) a statement setting forth the amount of any fees or levies due and payable in respect to the Lot in question;
 - (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) a copy of the current budget of the Corporation;
 - (v) a copy of the most recent financial statement of the Corporation;
 - (vi) a copy of the current Bylaws of the Corporation;
 - (vii) a copy of any minutes of proceedings of an annual or extraordinary general meeting of the Corporation or of the Board;

- (viii) a copy of the most recent reserve study and funding requirements;
or
- (ix) any other documents or information requested by that person and required to be provided pursuant to the provisions of the Act;
- (j) collect and dispose of garbage, as required, from the common secure garbage enclosure located on the project;
- (k) obtain and retain the services of a manager or management firm for such purposes and on such terms as the Board may from time to time decide;
- (l) establish and maintain a capital replacement reserve fund in accordance with the provisions of the Act.

13. **FURTHER POWERS OF THE CORPORATION**

In addition to the powers of the Corporation set forth in the Act, the Corporation may:

- (a) purchase, lease, hire or otherwise acquire, sell, dispose of, or mortgage, pledge or charge real property or personal property
 - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
 - (ii) in connection with the enjoyment of the real and personal property of the Corporation or the Common Property,

PROVIDED that real property shall only be acquired or disposed of on approval by a Special Resolution of the Corporation;

- (b) borrow monies required by it in the performance of its duties or the exercise of its powers; PROVIDED, HOWEVER, that the Corporation shall not borrow any sum or sums which are in the aggregate greater than an amount equal to 25% of the annual budget of the Corporation as fixed from time to time, unless such borrowing is 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 combination of those means;
- (d) invest, as it may determine, any monies in the fund for administrative expenses in accordance with the provisions of the Act;
- (e) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of recreational facilities, if any, and other parts of the Common Property or of any Corporation property;
- (f) do all things reasonably necessary for the enforcement of the Bylaws and for the control, management and administration of the Common Property generally and of any Corporation property;
- (g) provide and maintain out of the contributions to be levied by the Corporation towards the common expenses, or otherwise, such amount as the Board may determine from time to time, and as is required by the Act, to be fair and prudent for a contingency reserve fund and the contingency reserve fund shall be an asset of the Corporation;
- (h) establish a fund for administrative expenses, sufficient, in the opinion of the Board of the Corporation, for the control, management and administration of the Common Property, for the payment of any premiums of insurance and the discharge of any other obligations of the Corporation and invest, as the Board may determine, any monies in the said fund;
- (i) determine from time to time the amounts to be raised and collected for the purposes herein mentioned;
- (j) raise amounts so determined by levying equal contributions on the Owners;
 - (i) any contribution levied is due and payable on the passing of a resolution by the Board to that effect and in accordance with the

terms of the resolution, and may be recovered by an action for debt or otherwise by the Corporation

(1) from the Owner at the time when the resolution was passed;
and

(2) from the Owner at the time when the action was instituted,

both jointly and severally;

- (k) recover from any Owner by an action for debt or otherwise any sum of money expended by the Corporation for repairs to or work done by it or at its direction, and whether or not to comply with any notice, demand or order of or by a local authority or any other authority having jurisdiction in respect of the Lot of the appropriate Owner;
- (l) charge interest on any contribution or other monies owing to it by any Owner or other person;
- (m) join any organization serving the interests of the Corporation and assess the membership fee in the organization as part of the common expenses;
- (n) authorize the Manager in writing, to carry out any of the duties and powers of the Corporation or Board herein contained;
- (o) set aside portions of the Common Property as an area designated for the storage of Owner's non-recreational chattels, provided that the Board may establish criteria for the allocation of such portions of the Common Property and may charge rental fees for such allocations, as the Board may determine from time to time.

14. **THE CORPORATION AND THE BOARD**

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

15. **COMPOSITION OF THE BOARD**

- (a) The Board shall consist of not less than 7 persons each of whom is an Owner or spouse of an Owner.
- (b) An Owner who has not paid to the Corporation the contributions due and owing in respect to the Owners Lot is not eligible for election to the Board.
- (c) No more than one Owner of a Lot shall be a member of the Board.

16. **ELECTION TO BOARD**

- (a) At each Annual General Meeting of the Corporation held in an even-numbered year, four members of the Board shall be elected, and at each annual general meeting held in odd-numbered years, three members of the Board will be elected in accordance with the provisions of Bylaw 15.
- (b) The term of office of a Board member shall expire at the conclusion of his or her second year of service.

17. **TERM OF OFFICE**

Each member of the Board shall remain in office for a 2 year term or until:

- (a) the office becomes vacant pursuant to these Bylaws;
- (b) the member resigns;
- (c) the member is removed pursuant to these Bylaws; or
- (d) his term of office expires,

whichever comes first.

18. **RE-ELECTION TO BOARD**

A retiring member of the Board shall be eligible for re-election, provided that no person shall be permitted to serve more than 3 consecutive terms as a member of the Board of Directors.

19. **CASUAL VACANCY**

Any vacancy on the Board may be filled by the members of the Board appointing an Owner to fill that vacancy at the next Board meeting, until the next annual general meeting at which time an Owner shall be elected to complete the remainder of the term to which the member was first elected.

20. **QUORUM**

Four members of the Board shall constitute a quorum of the Board.

21. **OFFICERS**

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from its members a Chairman, Vice Chairman, a Treasurer and 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. One person may hold both the offices of Treasurer and Secretary.

22. **ABSENCE OF CHAIRMAN**

Where the Chairman is absent from any meeting of the Board, or vacates the chair during the course of any meeting, the Vice Chairman 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 Chairman and the Vice Chairman, the members present shall from among themselves appoint a Chairman for that meeting who shall have all the duties and powers of the Chairman while so acting.

23. **FURTHER DUTIES**

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

24. **MAJORITY VOTE**

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

25. **POWERS OF THE BOARD**

The Board may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the said Board not less than 7 days notice of a meeting proposed by him, specifying the reason for calling the meeting; PROVIDED that the Board shall meet at the call of the Chairman on not less than 2 days notice without the necessity of the Chairman giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents and servants as the Board thinks fit in connection with the control, management and administration of the Common Property and Corporation property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restriction imposed or direction given at a general meeting of Owners, delegate to 1 or more of the 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 the services of the Manager or property management firm or agent for such purposes and upon such terms as the Board may from time to time decide all in accordance with the Act;
- (e) do all things reasonably necessary for the enforcement of the Bylaws and for the control, management and administration of the Common Property and any part of the Units with which it may be concerned including the

imposition of a penalty to a maximum of \$10,000.00 or such greater amount as may be permitted under the Act, and as may be set by the Board from time to time for each contravention of a Bylaw by an Owner or tenant.

- i. The Board, on behalf of the Corporation, is authorized to commence and prosecute such proceedings and compromise settle, withdraw from and give releases and quit claims in respect of any such action as it sees fit, including any remedies authorized under section 36 of the Act including injunctive relief;
- ii. in particular, the Board may, by resolution of the Board, impose the following penalties upon any Owner for the violation of any Bylaw of the Corporation:
 - (A) upon a first violation of any Bylaw, a verbal warning or e-mail will be given to the Owner by the Board, with a reasonable time given for correction;
 - (B) upon a second violation of any Bylaw, a written notice shall be delivered to the Owner in accordance with the notice provisions herein, which notice shall include notice of the relevant Bylaw and the violation of that Bylaw, and a notice that the violation shall cease;
 - (C) upon a third violation of any Bylaw, the Board may assess the Owner a fine of not less than \$100.00;
 - (D) upon a fourth violation of any Bylaw, the Board may assess the Owner a fine of not less than \$250.00;
 - (E) upon a fifth and subsequent violation of any Bylaw, the Board may assess the Owner a fine of not less than \$500.00 for each further violation; and
 - (F) the Corporation has a lien and charge upon the Unit of each Owner for any unpaid fine, in accordance with section 53 of these Bylaws and in accordance with section 39 of the Act;

and

- (f) impose and collect damage deposits pursuant to Section 53 of the Act, give notices to give up possession of a Unit under Section 54 of the Act, and apply, by Originating Notice to a court, for an Order for Possession pursuant to Section 55 or Section 56 of the Act.

26. **DUTIES OF THE BOARD**

The Board shall:

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings;
- (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, or cause to be prepared, financial statements in accordance with generally accepted accounting principles (GAAP) relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting; and
- (e) on 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.

27. **VALIDITY OF ACTS**

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.

28. **WRITTEN RESOLUTIONS**

A written resolution of the Board signed by all members of the Board has the same effect as a resolution passed at a meeting of the Board duly held and convened.

29. **VACATION OF OFFICE**

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

- (a) is more than 30 days in arrears in payment of any contribution required to be made by him as an Owner; or
- (b) is the subject of an order under the *Adult Guardianship and Trusteeship Act* (Alberta) or any legislation passed in substitution therefore or replacement therefore;
- (c) resigns his office by serving notice in writing upon the Corporation;
- (d) no longer complies with the provisions of Bylaw 15;
- (e) is absent from 3 consecutive meetings of the Board without permission of the Board, and the Board passes a resolution at a subsequent meeting of the Board that the members office be vacated; or
- (f) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than 2 years.

30. **SIGNING AUTHORITIES AND CORPORATE SEAL**

- (a) The Board shall determine, by resolution from time to time, which officer or officers, or other persons shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.
- (b) The Corporation shall have a corporate seal, which shall at no time be used or affixed to any instrument except in the presence of at least 2

members of the Board, who shall each sign every instrument to which the corporate seal is affixed.

PART IV **MEETINGS**

31. **ANNUAL GENERAL MEETING**

Annual general meetings shall be held once in each calendar year, between May 1 and September 30 of each year, and not more than 15 months shall elapse between the date of one annual general meeting and that of the next.

32. **EXTRA-ORDINARY MEETINGS**

All general meetings other than the annual general meetings shall be called extra-ordinary general meetings.

33. **CONVENING MEETINGS**

The Board may, whenever it thinks fit, and shall, upon a request in writing by Owners representing not less than 50% percent of the total Unit Factors for all the Lots or upon request in writing from first mortgagees holding registered mortgages against Lots in respect of which corresponding Unit Factors represent not less than 50% percent of the total Unit Factors under the Condominium Corporation Plan No. 0311515, convene an extra-ordinary meeting.

34. **NOTICE OF GENERAL MEETING**

- a. At least 10 days notice of every general meeting specifying the place, the date and the hour of the meeting, and in the case of special business, the general nature of such business, shall be given to all Owners and first mortgagees who have notified the Corporation of their interests.
- b. Notice shall be given to the Owner and to a mortgagee in the manner prescribed in these Bylaws, 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.

- c. In computing the number of days notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

35. **QUORUM**

Save as in these Bylaws 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. Twenty-five percent of the persons entitled to vote being present in person, or by proxy, shall constitute a quorum.

36. **ADJOURNMENT FOR LACK OF QUORUM**

If, within one-half hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a further one-half hour, and if a quorum is not present at the expiry of that one-half hour, the persons entitled to vote who are present in person or by proxy shall be a quorum.

37. **CHAIRMAN**

The Chairman of the Board shall be the Chairman of all general meetings or, in the absence of the Chairman from the meeting or in case the Chairman shall vacate the chair, the Vice Chairman shall act as Chairman and if the Chairman and the Vice Chairman be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

38. **ORDER OF BUSINESS**

The Order of Business at general meetings, and as far as is appropriate at all extra-ordinary meetings, shall be:

- (a) if the Chairman or the Vice Chairman shall be absent, the election of the Chairman for 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) report of officers;
- (f) report of committees;
- (g) consideration of the accounts;
- (h) election of the Board, if necessary;
- (i) unfinished business;
- (j) new business; and
- (k) adjournment.

39. **SHOW OF HANDS SUFFICIENT**

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 first mortgagee present in person or by proxy. Unless a poll is 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. A demand for a poll may be withdrawn.

40. **WHEN POLL REQUIRED**

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.

41. **VOTES OF OWNERS**

- (a) On a show of hands, each Owner shall have one vote and where a Lot is owned by more than one person, the person first named on title shall vote on behalf of all Owners of that Lot.

(b) On a poll, the number of votes that a person may cast shall correspond to the Unit Factors for the respective Lots represented by that person.

42. **METHOD OF VOTING**

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

43. **PROXY**

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.

44. **ELIGIBILITY TO VOTE**

Except in cases where, by or under the Act, a Special Resolution is required, no Owner is entitled to vote at any general meeting unless all contributions payable in respect of his Lot have been duly paid to the date of such vote; PROVIDED, HOWEVER, an Owner's ineligibility to cast a vote does not affect the right of the first mortgagee to vote in accordance with the Act.

45. **SUCCESSIVE INTERESTS**

Where Owners are entitled to successive interests in a Lot, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

46. **TRUSTEE**

Where an Owner is a trustee, he shall exercise the voting rights in respect of the Lot to the exclusion of persons beneficially interested in the trust, and these persons shall not vote unless by proxy and then to the exclusion of the Trustee.

47. **MORTGAGEE**

Notwithstanding provisions of these Bylaws with respect to appointment of a proxy where the Owner's interest is subject to a registered mortgage, and where the mortgage or these Bylaws 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.

48. **SIGNED RESOLUTION**

A resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting of the Corporation, would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.

PART V
ASSESSMENTS

49. **ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS**

- (a) The common expenses of the Corporation shall, without limiting the generality hereof, include the following:
 - (i) all levies or charges on account of sewer, electricity, water, oil, natural gas and fuel service supplied to the corporation for the Common Property and for the benefit of all Owners and such levies or charges against the real or personal property of the Corporation;
 - (ii) Owners approved for the provision of utilities to their Lot between November 1st of one year until March 31st of the next year will be required to pay additional condominium contributions as determined by the Board from time to time, and shall be paid monthly.

- (iii) management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
 - (iv) all the charges on account of lawn maintenance and for ice, snow, garbage and debris removal from Common Property;
 - (v) all charges on account of maintenance for those portions of a Lot for which the Corporation is responsible under these Bylaws;
 - (vi) all charges on account of maintenance for Common Property for which the Corporation is responsible under these Bylaws and for maintenance costs in respect of the Corporation property;
 - (vii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - (viii) all realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising the Corporation property which is not included in the Condominium Plan; and
 - (ix) all charges and payments due pursuant to any easement.
- (b) Prior to the first day of May in each calendar year, the Corporation shall cause to be prepared a budget setting out, by categories, its best estimate of the common expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements, plus any deficiencies from the previous year or years. In preparing the budget, the Corporation shall deduct any surplus accumulated in the preceding year, but shall exclude the amount then outstanding in the contingency reserve fund.
- (c) The common expenses set forth in each assessment shall be payable by each Owner 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 6 equal consecutive monthly instalments to be made starting on

April 1 to September 1, immediately following receipt of such notice of assessment.

- (d) All payments of whatsoever nature required to be made by each Owner and not paid within 10 days from the due date for payment shall bear interest at the Effective 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.
- (e) Within 10 days following written application therefore by the Owner, the Corporation shall furnish to the Owner a statement setting forth as of its date the amount of any unpaid assessments then due from such Owner and the amount outstanding, if any, in the contingency reserve fund and belonging to the Corporation but contributed by each Owner.
- (f) The omission by the Corporation Board or the management agent, to affix the assessment hereunder for the next ensuing year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the assessments or special contributions, or any instalments thereof, for any year or period, but the assessments fixed for the preceding year shall continue until new assessments are fixed. No Owner can exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the Common Property or the Corporation property or by vacating or abandoning his Lot.
- (g) The Corporation may assess the amount of contributions payable by each of the Owners on the basis that each Owner shall make an equal contribution.

50. **SPECIAL ASSESSMENTS**

- (a) All assessments, other than normal operation of the corporation, must be made and approved by an ordinary resolution of the Board. Each such special assessment shall be payable within 10 days of the date for payment, as specified by notice, and if not paid, shall bear interest at the Effective Rate from the due date until paid.

- (b) The Corporation may assess the amount of the special assessment payable by each of the Owners on a basis other than in proportion to the Unit Factors of the Owner's respective Lot.

51. **DEFAULT IN PAYMENT AND LIEN FOR UNPAID AMOUNTS**

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid assessment, instalment or payment due to the Corporation, which lien shall be a prior paramount lien against such estate or interest, subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Lot title or interest of such Owner.
- (b) The Corporation shall have the right to file a caveat or encumbrance against the Lot title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalments or payment and for so long as there shall be any such unpaid instalment or payment; PROVIDED that each such caveat or encumbrance shall not be registered until after the expiration of 30 days following the due date for the first payment in arrears.
- (c) As further and better security each Owner responsible for any such unpaid assessment, instalments or payment which is in arrears for more than 30 days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof, and all instalments and/or payments and interest thereon at the Effective 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.
- (d) Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalments or payment after the expiration of 30 days following the due date for payment by the Owner in default, with respect to a Lot, and upon such payment, such party, person, firm or corporation shall have a first paramount 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.

- (e) Notwithstanding all other provisions hereof any lien, charge or security created, as hereinbefore mentioned and referred to in this Bylaw 52, 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 Lot title against which it has registered its mortgage.

52. **ESTOPPEL CERTIFICATES**

- (a) Any certificate as to the Owners' position with regard to financial assessments, issued by the Corporation, signed by 2 officers and under the corporate seal shall be deemed an Estoppel Certificate, and the Corporation and all of the Owners shall be stopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner; but this shall not prevent the enforcement against the Owners of all obligations of the Owners, whether improperly stated in such Estoppel Certificate or not.
- (b) The Board may from time to time fix the fee to be charged to an Owner in respect of the provision of such Estoppel Certificate.

PART VI
MISCELLANEOUS

53. VIOLATIONS OF BY-LAWS

- (a) Any infraction or violation of or default under these Bylaws of any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Effective 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 an Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to the Bylaws, and there shall be added to any judgment, all costs of such action, including costs as between solicitor and his own client on a full indemnity basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of this remedies.
- (c) In addition, the Corporation may exercise the powers provided for in Section 36 of the Act (or any provision passed in substitution therefore), and impose a penalty through its Board, not exceeding any statutory limits in effect from time to time, and in accordance with Bylaw 25(e).

54. **DAMAGE OR DESTRUCTION**

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine, within 30 days of the occurrence, whether there has been substantial damage and shall give notice thereof to the Owners and the first mortgagee of the Lots immediately upon such determination.
- (b) For the purpose of this sub-paragraph (a), substantial damage shall mean damage to the extent of 50% or more of the replacement value of all Lots and Common Property immediately prior to the occurrence.
- (c) Unless there has been substantial damage, and the Owners who represent 75% or more of the Unit Factors by resolution resolve not to proceed with repair or restoration within 100 days after damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The obligation to repair hereunder is mutually exclusive of the general obligation to maintain and does not include the repair or improvements made to any Lot by any Owner after registration of the Condominium Plan. The Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Owners for such deficiency as part of the common expense.
- (d) Where there has been substantial damage and all the Owners duly resolve by Special Resolution within 100 days after the damage or destruction not to repair, the Board shall 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 Lots shall be deemed to be transferred in accordance with the existing priorities to the interest of the respective Owners in the parcel;
 - (ii) the proceeds of insurance shall be paid to the Owners and mortgagees as their respective interests may appear; and

- (ii) where it has been determined that there has been substantial damage, as aforesaid, the Board shall so notify the Owners and all mortgagees which have given written notice of their respective mortgages to the Corporation.
- (e) The Corporation shall not be responsible to the Owner for any loss, damage or expense caused by an overflow or leakage of water from any building or buildings or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.
- (f) Where the Corporation is required to enter a Lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing on the Lot and capable of being used in connection with the enjoyment of any other Lot 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 Lot occasioned by such works and restore the Lot to its former condition, leaving the Lot clean and free from debris.
- (g) An Owner shall indemnify and save harmless the Corporation from the expense of any maintenance, repair or replacement rendered necessary to the Common Property, to other Corporation property or to any Lot 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.

55. **INSURANCE**

- (a) The Board, on behalf of the Corporation, shall obtain and maintain at all times, insurance on all permanent fixtures attached to the Lots and improvements and betterments therein; but excluding Recreational Units, chattels and other property brought onto Lots by Owners, and all the insurable Common Property and all insurable property, both real and personal, of any nature whatsoever of the Corporation, to the full replacement value thereof, without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:
- (i) coverage for fire, extended-perils and such other perils as from time to time the Board shall deem advisable;
 - (ii) coverage, to the full replacement value of all buildings and other fixed improvements comprising the project and all chattels and other property belonging to the Corporation or forming part of the Common Property;
 - (iii) coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution of the Corporation;
 - (iv) that no breach of any statutory condition or other condition of any policy by any Owner of the Corporation shall invalidate the insurance or forfeit the insurance and, in the event of such breach by any Owner or the Corporation, the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
 - (v) standard mortgagee endorsements in favour of all mortgagees who have notified the Corporation of their interests; and
 - (vi) such other insurance coverage as is required in accordance with the Act, or that may be recommended or required by the Corporation's insurer.

- (b) Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils or against boiler damage shall be paid to the Corporation which shall apply such proceeds to the repair and restoration save as herein provided.
- (c) The Board may appoint an insurance trustee to whom such proceeds may be paid and who shall administer the disposition of such proceeds in accordance with the provisions of this Bylaw 56.
- (d) In the event that it is resolved by Special Resolution of the Corporation or is ordered by a Court under the Act that the Corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all Lots, then the proceeds shall be apportioned among all those Owners whose Lots or Common Property interest, or both, are affected by the loss or damage and the Corporation, as their interests may appear, in accordance with Bylaw 55.
- (e) In making apportionment regard shall be given to the interests of all Owners, mortgagees and the Corporation. Notice of any proposed apportionment shall be first given to all the Owners and mortgagees who have notified the Corporation of their mortgages, and no distribution of proceeds shall be made until after the expiry of 30 days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made then such party must notify the Corporation in writing within 30 days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Corporation may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution, the matter shall be referred to the Court authorized to deal with schemes and terminations under Sections 60 to 64 of the Act, and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.
- (f) Nothing in this Bylaw 56 shall restrict the right of Owners to obtain and maintain insurance of any kind in respect, of the Ownership or use or occupation of their Lot or their personal liability as permitted by the Act or as otherwise permitted by law.

- (g) Notwithstanding the foregoing, an Owner may and, upon the written request of his mortgagee, an Owner shall carry insurance on his own Lot as permitted by the Act, provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by an Owner.
- (h) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their mortgagees.
- (i) Policies of physical damage insurance may contain co-insurance on a stated-amount basis, only if and as long as the following requirements to appraise are met.
 - (i) All policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners, or any of them, and shall provide that such policies may not be cancelled or substantially modified without at least 60 days prior written notice to all of the insured's, including all mortgagees of Lots who have given prior written notice to the Corporation of their interests.
 - (ii) Prior to obtaining any policy of fire insurance, or any renewal thereof, the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the improvements comprising the Condominium, including all permanent fixtures attached to the Lots, all Common Property and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.
- (j) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident

to the Ownership or use of the Condominium Lots therein, and all Common Property and all property owned by the Corporation.

- (i) Limits of liability under such insurance shall not be less than \$2,000,000.00 for any one person injured or for any one accident, and shall not be less than \$500,000.00 for property damage per occurrence.
- (ii) The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or Policies shall not be prejudiced as respects its, his, her or their action against another named insured.
- (k) All policies of insurance shall name as insured the Corporation, the Manager (if any), the Board, and each member of the Board from time to time.
- (l) The Corporation shall, immediately upon the occurrence of any substantial damage to any of the improvements inform the Owners and the registered mortgagees of all Lots affected who have notified their interests to the Corporation of such damage.

56. **LEASING OF UNITS**

- (a) In the event that any Owner desires to lease or rent his Lot, he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Lot will comply with the provisions of the Act, any restrictive Covenant registered against the title to the Lot and of the Bylaws of the Corporation.
 - (i) The Owner shall not be released from any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations; and

- (ii) The payment of any fines levied pursuant to these Bylaws shall be the responsibility of the lot Owner, who is responsible for his, or her own collection if a renter or visitor of one of his Lots is fined by the Corporation.
- (b) The Corporation is authorized to
- (i) give notice to give up possession of Lots under Section 54 of the Act (or any provision passed in substitution therefore); and
 - (ii) make applications to the applicable Court under Sections 55 and 56 of the Act, or any provisions passed in substitution therefore.

57. **SEVERABILITY**

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

58. **NOTICES**

- (a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be deemed sufficiently given if delivered to the Owner, or to the designate of an Owner who is a corporation, at the address of his Lot or mailed to the said address at its address as shown on the certificate of title on the date of mailing, or to a mortgagee at its address supplied to the Corporation.
- (b) Any notice given by regular mail shall be deemed to have been sent and to have been received on the 10th day after it is posted.
- (c) 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.

- (d) The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act and these Bylaws.

59. **NOTICE OF DEFAULT TO MORTGAGEES**

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee.

60. **DEBT RETIREMENT ON TERMINATION**

Subject to the provisions of the Act and these Bylaws, upon termination of the Corporation for any purpose, all debts of the Corporation shall first be paid out of its assets, and the balance of its assets, if any, shall be distributed to the Owners in proportion to their Unit Factors.

61. **APPOINTMENT OF REPRESENTATIVE BY COMPANY**

A corporation, which is an Owner, may, by proxy, power of attorney or resolution of its directors, appoint such person as it thinks fit to act as its representative and to attend meetings of the Corporation 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 Corporation.

62. **EASEMENTS**

Each Owner acknowledges and agrees that they are bound by the provisions of sections 22, to 24 of the Act, or any sections passed in substitution therefore, respecting easements. In addition, each Owner further agrees that there is implied in respect of each Lot shown on the Condominium Plan and with respect to any improvements constructed on a Lot or on a Lot created by any re-division plan:

- (a) in favour of the Owner of the Lot and as appurtenant to the Lot, an easement for the subjacent and lateral support of the Lot by the Common Property and by every other Lot capable of affording support;

- (b) in favour of the Owner of the Lot, and as appurtenant to the Lot, an easement for the shelter of the Lot by the Common Property and every other Lot capable of affording shelter;
- (c) in favour of the Owner of the Lot, and as appurtenant to the Lot, easements for the passage or provision of water, sewage, drainage, gas, electricity, or garbage through or by means of any pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Lot;
- (d) in favour of the Owner to the Lot, and as appurtenant to the Lot, easements for access to and use and enjoyment of patios, decks and driveways to the extent to which those patios, decks and driveways are capable of being used in connection with the enjoyment of the Lot;
- (e) as against the Owner of the Lot, as easements, to which the Lot is subject, for the subjacent and lateral support of the Common Property and of every other Lot capable of enjoying support;
- (f) as against the Owner to the Lot, as easements, to which the Lot is subject, to provide shelter to the Common Property and every other Lot capable of enjoying the shelter;
- (g) as against the Owner of the Lot, easements, to which the Lot is subject, for the passage or provision of water, sewage, drainage, gas, electricity, or garbage, through or by means of any pipes, wires, cables or ducts now or hereafter in or on the Lot, as appurtenant to the Common Property and also to every other Lot capable of enjoying those easements; and
- (h) as against the Owner of the Lot, easements, to which the Lot is subject, for the access to and use and enjoyment of decks and driveways as appurtenant to the adjacent Lots.

63. **UTILITIES**

The Owner of any utility service who is providing its service to the project, or to any Lot, is entitled to the benefit of any of those easements contained in the immediately preceding Bylaw that are appropriate to the proper provision of that service, but not to the exclusion of the Owner of any other utility service.

64. **ANCILLARY EASEMENT RIGHTS**

All ancillary rights and obligations reasonably necessary to make an easement effective apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and replace, renew or restore anything the dominant tenement is entitled to benefit from.

65. **FURTHER DUTIES AND OBLIGATIONS OF OWNERS**

Each Owner shall comply with the flood evacuation plan to be prepared by the Corporation;

- (a) in case of a flood which threatens to cause damage to a Recreational Unit located on a Lot, the Corporation shall be entitled to remove such Recreational Unit from the Lot on which it is situated, and the costs of such removal shall be to the sole account of the Owner of the Lot;

66. **CONSENT AND ACKNOWLEDGEMENT BY THE OWNERS**

Each Owner consents to and acknowledges the following:

- (a) a restrictive covenant is (or will be) registered against the titles to all of the Lots advising that the project is located wholly or partially within the 1:100 year floodway and, amongst other things, prohibiting development of any kind whatsoever, whether temporary or permanent, on any Lot without the consent of both the Corporation and the Municipal District of Foothills No. 31, which consents may be granted upon certain conditions which would include, without limitation, a condition that the Owner grants a release (including an indemnity) from and against any and all claims for damages

suffered by the Owner or any other person by reason of the Lot being wholly or partially located within the one 1:100 year floodway.

- (b) The provisions of such Restrictive Covenant shall take precedence over anything contained in this Bylaw.

67. **AMENDMENT TO BY-LAWS**

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise.

68. **REALTY TAXES**

- (a) The realty taxes and other municipal and governmental levies or assessments against land, including improvements comprised in the Condominium Project, shall be assessed and imposed in accordance with the provisions of the Act, but until such time as the assessing authority assesses each Lot 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 equally amongst all the Owners.
- (b) The realty taxes and other municipal and governmental levies or assessments against the Corporation property (which is not included in the Condominium Plan) shall be included in the common expenses of the Corporation and dealt with as such in accordance with the provisions of these Bylaws.

69. **NON-PROFIT CORPORATION**

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

- (a) reasonable compensation maybe paid to any member or manager 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 or manager 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.

70. **INDEMNIFICATION OF INDIVIDUALS**

The Corporation shall indemnify every manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, 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, dishonesty, fraud 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.

71. **REPEAL AND SUBSTITUTION**

These by-laws repeal and are in substitution for the Bylaws registered at the Land Titles Office as instrument number 091 284 030 , and shall come into force on the date on which they are registered at the Land Titles Office pursuant to the *Land Titles Act*.



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