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TALL TIMBER LEISURE PARK

BYLAWS OF CONDOMINIUM CORPORATION NO. 9913345

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #061 505 762 ON DECEMBER 6, 2006.

INDEX

<u>NUMBER</u>	<u>PAGE</u>
I. DEFINITIONS AND INTERPRETATION.....	1
1. DEFINITIONS	1
2. MISCELLANEOUS PROVISIONS	4
II. THE CORPORATION	5
3. DUTIES OF THE CORPORATION	5
4. POWERS OF THE CORPORATION	7
III. BOARD MEETINGS	9
5. THE CORPORATION AND THE BOARD	9
6. COMPOSITION OF THE BOARD	9
7. TERM OF OFFICE AND RETIREMENT FROM BOARD	10
8. ELIGIBILITY FOR RE-ELECTION TO BOARD	10
9. REMOVAL FROM BOARD	10
10. CASUAL VACANCY ON BOARD	10
11. QUORUM FOR BOARD	10
12. OFFICERS OF THE CORPORATION.....	10
13. CHAIRPERSON OF BOARD MEETINGS.....	10
14. DUTIES OF OFFICERS	11
15. VOTES OF BOARD.....	11
16. FURTHER POWERS OF BOARD	11
17. ADDITIONAL DUTIES OF THE BOARD	12
18. DEFECTS IN APPOINTMENTS TO BOARD	14
19. VACATING OFFICE OF BOARD MEMBER	14
20. SIGNING AUTHORITIES.....	15
21. CORPORATE SEAL.....	15
IV. OWNERS' MEETINGS.....	15

22.	ANNUAL GENERAL MEETINGS	15
23.	SPECIAL GENERAL MEETINGS	15
24.	CONVENING SPECIAL GENERAL MEETINGS.....	15
25.	NOTICE OF GENERAL MEETINGS	15
26.	PROCEEDINGS AT GENERAL MEETINGS.....	16
27.	QUORUM FOR GENERAL MEETINGS.....	17
28.	ADJOURNMENT FOR LACK OF QUORUM	17
29.	CHAIRPERSON FOR GENERAL MEETINGS.....	17
30.	ORDER OF BUSINESS FOR GENERAL MEETINGS	17
V.	VOTING	18
31.	VOTING BY SHOW OF HANDS	18
32.	POLL VOTES	18
33.	VOTING CALCULATION.....	18
34.	VOTES PERSONALLY OR BY PROXY	18
35.	PROXIES	18
36.	ELIGIBILITY TO VOTE	19
37.	VOTE BY CO-OWNERS.....	19
38.	RESOLUTION OF THE OWNERS	19
39.	SUCCESSIVE INTERESTS.....	19
40.	TRUSTEE VOTE.....	19
41.	VOTING RIGHTS OF MORTGAGEE	19
VI.	BYLAW ENFORCEMENT	20
42.	VIOLATION OF BYLAWS.....	20
43.	ARBITRATION AND MEDIATION.....	21
VII.	DAMAGE AND INSURANCE	21
44.	DAMAGE OR DESTRUCTION	21
45.	INSURANCE	23
VIII.	COMMON EXPENSES AND PAYMENTS.....	26
46.	CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS.....	26
47.	SPECIAL ASSESSMENTS	30
48.	DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, INSTALMENTS AND PAYMENTS.....	30
IX.	MISCELLANEOUS	32

49.	ESTOPPEL CERTIFICATE	32
50.	LEASING OF UNITS.....	32
51.	SEVERABILITY	33
52.	NOTICES	33
53.	NOTICE OF DEFAULT TO MORTGAGEES	34
54.	DEBT RETIREMENT ON TERMINATION	34
55.	COMPANY WHICH IS MEMBER OF BOARD	34
56.	ALTERNATE BOARD REPRESENTATIVE.....	34
57.	EXCLUSIVE USE AREAS	35
58.	PROPERTY TAXES	35
59.	INDEMNIFICATION OF OFFICERS AND MANAGERS	35
60.	NON-PROFIT CORPORATION	36
61.	USE AND OCCUPANCY BYLAWS	37
	RESTRICTED DEVELOPMENT	38
	ARCHITECTURAL STANDARDS.....	38
	DECKS AND DECK COVERS.....	38
	RECREATIONAL VEHICLES	39
	STRUCTURES ON UNITS	41
	INSURANCE / REGISTRATION	42
	OCCUPANCY	43
	WATER.....	43
	COMMUNICATION.....	43
	NOISE 44	
	FIRE SAFETY	44
	LAND USE.....	45
	ANIMALS (DOMESTIC)	46
	TARPAULINS	47
	VEHICLES.....	47
	MAINTENANCE/SANITATION	48
	SECURITY.....	51
	POWER/LIGHTING	51
	MISCELLANEOUS.....	52
62.	AMENDMENT OF BYLAWS	53
63.	CHANGE OF LEGISLATION	53
64.	GRANDFATHER CLAUSE.....	53

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 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. 9913345 for the purpose of repealing, substituting and replacing the Bylaws registered in the South Alberta Land Registration District as Instrument #061 505 762 on December 6, 2006.

I. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time, or any statute or statutes passed in substitution therefore or amendment thereof;
- (b) "Architectural Standards" means all specifications limiting, restricting and otherwise affecting the use and appearance of the Units as prescribed by the Board from time to time;
- (c) "Board" means the Board of Directors of the Corporation;
- (d) "Bylaws" mean the Bylaws of the Corporation, as amended from time to time;
- (e) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;
- (f) "Common Expenses" (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or expenses incurred by the Corporation on behalf of all Owners;
- (g) "Common Property" means any portion of the Condominium Plan lands which are designated as Common Property and so much of the Parcel as is not comprised in or does not form part of any Unit, including all underground utilities and lines and shall include the Common Property Units owned by the Corporation for the benefit of all Owners;
- (h) "Common Property Unit" means the Units created on registration of each Redivision Plan which are intended for the common use by Owners in that Redivision Plan;
- (i) "Condominium Plan" means the bare land Condominium Plan registered at the Land Titles Office under the Act as No. 9913345 and includes any Redivision Plans registered under the Act;
- (j) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation 9913345";
- (k) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

- (l) "Fence" means a protective or confining barrier of posts, wood panels, wire mesh used to keep in or keep out any object by enclosing an area;
- (m) "General Meeting" includes both annual and special General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (n) "Hedge" means a dense row of shrubs forming a boundary to enclose an area which will inhibit the movement of animals or people;
- (o) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;
- (p) "Interest Rate" means eighteen (18%) per cent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (q) "Manager" means any condominium property manager contractually employed or appointed by the Board from time to time to manage the day to day affairs of the Corporation;
- (r) "Municipal Authority" means the municipal government or agency having due and proper jurisdiction over the Parcel and the development thereof being Mountain View County;
- (s) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Unit, whether or not the Occupant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant;
- (t) "Ordinary Resolution" means a resolution in writing:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
 - (ii) signed by a majority 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 Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- (u) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 60. that term includes a Tenant;
- (v) "Parcel" means the land comprised in the Condominium Plan;

- (w) "Private Motor Vehicle" means cars, trucks up to 1 ton size, mini-vans, motorcycles and sport utility vehicles;
- (x) "Project" means all of the real and personal property and fixtures comprising the Parcel land which constitute the Units and Common Property;
- (y) "Recreation Vehicle" (RV) or "Trailer" means a portable Structure intended as temporary accommodation for travel, vacation or recreational use. Such a Structure includes a Pull Trailer, Motor Home, Park Model or Fifth Wheel Trailer (excluding a tent trailer or camper);
 - (i) Motor Home - A vehicular portable Structure of self-propelled design;
 - (ii) Pull Trailer and Fifth Wheel Trailer - A vehicular portable Structure intended to be towed by a Private Motor Vehicle and that does not fold up or reduce in size; and
 - (iii) Park Model - A vehicular portable Structure that is generally permanently parked in a recreational vehicle park;
- (z) "Redivision Plan" means a Condominium Plan of redivision for original bare land Unit 334;
- (aa) "Restrictive Covenant" means that Restrictive Covenant and Easement registered in the South Alberta Land Registration District as Instrument No. 991 356 304 against title to all of the Units;
- (bb) "Service Post" means the white post located on each Unit that supplies both water and electrical services. The Service Post is usually made from white PVC or may be a large white and green Structure, supplying power to a row of Units;
- (cc) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;
- (dd) "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 power of voting conferred under the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% 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 Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (ee) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;

- (ff) "Structure" means anything built or constructed from any parts to make a whole object;
- (gg) "Tip Outs" means but is not limited to slide outs and anything that can be folded up, reduced in size or enlarged that is temporarily or permanently attached to a Recreation Vehicle (RV) or Trailer excepting awnings;
- (hh) "Unit" means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26, respecting subdivision surveys;
- (ii) "Unit Factor" means that fraction expressed in ten-thousandth shares that each Unit owns in the Common Property and as is more particularly specified or apportioned and described in and set forth on the bare land Condominium Plan; and
- (jj) "Wall" means an upright Structure more than 12 inches high made from wood, stone or any other material serving to enclose or divide property.

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 these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4, or the *Law of Property Act*, R.S.A. 2000, c. L-7, any statute or statutes passed in substitution therefor.

2. MISCELLANEOUS PROVISIONS

(a) HEADINGS

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.

(b) RIGHTS OF OWNERS AND CORPORATION

The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

(c) CONFLICT WITH ACT

If there is any conflict between the Bylaws and the Act, the Act prevails.

(d) EXTENDED MEANINGS

If and whenever reference hereunder is made to "repair" it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made.

(e) NUMBER AND GENDER

Words importing the singular number also include the plural, and vice versa, and 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.

II. THE CORPORATION**3. DUTIES OF THE CORPORATION**

In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth), and all assets of the Corporation owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) do all things required of it by the Act, these Bylaws and any other rules, regulations and controls in force from time to time and shall take all necessary steps it sees fit to uphold these Bylaws;
- (c) maintain and repair (INCLUDING renewal where reasonably necessary) all 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 more than one (1) Unit or Common Property;
- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any 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 copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (e) collect and receive all contributions towards the Common Expenses and deposit same in a separate trust account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
- (f) subject always to and in accordance with the Act and any Regulation:
 - (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:
 - A) any real and personal property owned by the Corporation,

- B) all of the recreational facilities and amenities in the Project; and
- C) the Common Property;

where the repair or replacement is of a nature that does not occur annually;

- (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
- (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital additions unless such additions are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;
- (iv) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - B) all payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- (v) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund; and
- (vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request, at his own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;
- (g) 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 Project, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;

- (h) at the discretion of the Board, 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 visitor parking and keep and maintain in good order all grassed or landscaped areas of the Common Property excepting grassed and landscaped areas within the Units;
- (i) provide adequate garbage, recycling and/or organic materials containers on the Common Property for use by all Owners and provide for regular collection therefrom, if not done by the Municipal Authority;
- (j) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- (k) 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, Municipal Authority or local authority;
- (l) establish and maintain trees, shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any trees or shrubs;
- (m) maintain and keep current a controlled parking entry system which by means of a security card or similar device provides Owners vehicular access to their Units; and
- (n) maintain and keep current a parking register which shall indicate the name of the Owner, as lessee, of each parking stall or area located on the Common Property.

4. POWERS OF THE CORPORATION

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 and/or real 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, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) per cent of the current year's Common Expenses 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 toward 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 Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- (f) grant to an Owner the right to exclusive use and of part of the Common Property, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;
- (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally, including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise amounts so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;
- (l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise By law, have such powers and do all such things which any corporate body shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person;
- (p) purchase, acquire, own and operate real property (provided such real property is a Unit) for the general use or benefit of some or all of the Owners

or employees of the Corporation, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities; and

- (q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

III. BOARD MEETINGS

5. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any lawful valid restriction imposed or direction given by Ordinary Resolution at a General Meeting, be exercised and performed by the Board.

6. COMPOSITION OF THE BOARD

- (a) The Board shall consist of not less than three (3) nor more than seven (7) Owners, Spouses of Owners or representatives of mortgagees who have notified their interests to the Corporation and the Board shall be elected at each annual General Meeting (although members may also be elected at a special General Meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board;
- (b) A Board member must be eighteen (18) years of age or older;
- (c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time;
- (d) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict;
- (e) Every member of the Board shall:
 - (i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interests of the Corporation; and
 - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board; and
- (g) If not an elected member of the Board, the immediate past President of the Board shall be a non-voting member of the Board for a one year term.

7. TERM OF OFFICE AND RETIREMENT FROM BOARD

Each Board member shall be elected for a one (1) year term, which expires at the next annual General meeting. At each annual General Meeting of the Corporation all the members of the Board shall retire from office and the Corporation shall elect new Board members accordingly.

8. ELIGIBILITY FOR RE-ELECTION TO BOARD

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

9. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a special General Meeting, remove any member of the Board before the expiration of his term of office and appoint or elect another Owner in his place, to hold office until the next annual General Meeting.

10. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 19, 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 qualifies for membership pursuant to Bylaw 6. Such appointed member shall have the same rights and responsibilities as duly elected Board members.

11. QUORUM FOR BOARD

A quorum of the Board is a majority of Board members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

12. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each 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 Chairperson of the Board and shall have a casting vote to break a tie 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. A person may simultaneously hold two (2) offices.

13. CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the

Chairperson while so acting. Each meeting of the Board shall be held within the Municipal Authority in which the Units are located unless the Owners agree, by Ordinary Resolution, at an annual General Meeting, to hold the meeting in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

14. DUTIES OF OFFICERS

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

15. VOTES OF BOARD

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means (or by e-mail) and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.
- (e) All meetings of the Board shall be conducted in accordance with the rules of procedure adopted by the Board.

16. FURTHER POWERS OF 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 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 legally valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time 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 or contract employee 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, timely and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:
 - (i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager; and
 - (ii) one year's total condominium contributions of the Corporation or one-twelfth ($\frac{1}{12}$) the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) 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 Bylaws.

17. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any legally valid restrictions imposed or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;

- (c) cause minutes to be kept of General Meetings of the Owners and, upon written request at the expense of the person so requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (d) 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;
- (e) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or mortgagee, or any person authorized in writing by him, within twenty-eight (28) days, make the books of account available for inspection at a time convenient to such Board member;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent Chartered Professional Accountant to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation, in writing, a copy of the audited or reviewed Financial Statement or Notice to Reader Report 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 or Notice to Reader at the annual General Meeting and, in any event, within one hundred fifty (150) days of the end of the fiscal year of the Corporation. The report of the auditor or reviewer shall be submitted to each annual General Meeting of the Corporation. Any obligations under this Bylaw may be waived upon the passing of an Ordinary Resolution of the Owners to that effect;
- (i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act and the Regulation to be maintained by the Corporation;
- (k) promptly following any change of directors, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of the members of the Board;
- (l) 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; and
- (m) file or cause to be filed at Canada Revenue Agency, a Statement of G.S.T., if required, a corporate tax return and an annual non-profit information return for the Corporation.

18. DEFECTS IN APPOINTMENTS TO BOARD

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.

19. VACATING OFFICE OF BOARD MEMBER

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

- (a) resigns his office by notice in writing to the Corporation;
- (b) dies;
- (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner;
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (e) becomes bankrupt as defined in the Bankruptcy and Insolvency Act, (Canada), R.S.C. 1985 c. B-3;
- (f) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (g) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years; or
- (h) attends any Board meeting while intoxicated by alcohol or is incapacitated by drugs or other substances;
- (i) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (j) ceases to qualify for membership pursuant to Bylaw 6;
- (k) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c) above, becomes bankrupt or makes 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; or
- (l) or his Spouse, commences any legal proceedings against the Board or the Corporation.

20. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner in which an 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.

21. CORPORATE SEAL

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.

IV. OWNERS' MEETINGS

22. ANNUAL GENERAL MEETINGS

Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each such meeting shall be held within the Municipal Authority on which the Units are located unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

23. SPECIAL GENERAL MEETINGS

All General Meetings other than annual General Meetings shall be called special General Meetings.

24. CONVENING SPECIAL GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing:

- (a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;
- (b) 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 fifteen (15%) percent of the total Unit Factors; or
- (c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene a special General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

25. NOTICE OF GENERAL MEETINGS

A minimum of fourteen (14) 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 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. In computing the number of the days of 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. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

- (a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;
- (b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- (c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- (d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure as established by the Board;
- (e) subject to paragraph (f) below, motions from the floor may be voted upon at a General Meeting;
- (f) no item of Special Business, voted upon and passed at a General Meeting, shall be effective to direct or limit the exercise by the Board of any authority, power or discretion vested in it under the Act or these Bylaws unless notice of such Special Business was mailed to all known addresses of persons eligible to vote (and delivered to all other persons at the Corporation's address) not less than seven (7) days before the General Meeting, stating:
 - (i) the nature of such Special Business in sufficient detail to permit an Owner or mortgagee to form a reasoned judgement on that business was set out in the notice; and
 - (ii) the text of any resolution to be submitted to the General Meeting concerning such Special Business was included with the notice.
- (g) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

27. QUORUM FOR GENERAL MEETINGS

Except otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons with a right to vote is present at the time when the meeting proceeds to business. Persons representing not less than ten (10%) percent of all Units present in person or by proxy shall constitute a quorum. A Unit may be represented by any one Owner or proxy.

28. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for ten (10) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

29. CHAIRPERSON FOR GENERAL MEETINGS

The President of the Board shall be the Chairperson 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 Chairperson 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 Chairperson.

30. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at General Meetings, and as far as is appropriate at all special 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 Chairperson of the meeting;
- (b) call to order by the Chairperson, certifying proxies and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes of General Meetings;
- (e) reports of officers;
- (f) reports of committees;
- (g) consideration of financial report;
- (h) appointment of auditors;
- (i) resignation of Board;
- (j) election of Board;
- (k) unfinished business;
- (l) new business; and

(m) adjournment.

V. VOTING

31. VOTING BY SHOW OF HANDS

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 Chairperson 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, all matters shall be determined by Ordinary Resolution.

32. POLL VOTES

A poll, if demanded, shall be taken in whatever manner the Chairperson 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 Chairperson of the meeting is entitled to a casting vote to break a tie in addition to his original vote. A demand for a poll may be withdrawn.

33. VOTING CALCULATION

Voting calculation shall be as follows:

- (a) On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit.
- (b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.
- (c) Notwithstanding anything to the contrary herein contained, the Chairperson, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.
- (d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

34. VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

35. PROXIES

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. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.

36. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than sixty (60) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 27.

37. VOTE BY CO-OWNERS

Votes by Co-Owners will be governed by the following terms:

- (a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.
- (b) 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.

38. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

39. SUCCESSIVE INTERESTS

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.

40. TRUSTEE VOTE

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.

41. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the 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 its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any judgment by a court for any money owing to the Corporation by an Owner is in arrears for more than sixty (60) days prior to the date that the power of voting may be exercised.

VI. BYLAW ENFORCEMENT

42. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate), may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his own client full indemnification basis, 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 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 both before and after judgment 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 infraction or violation of the Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, his servants, agents, licensees, invitees or Tenants, for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis.
- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be One Hundred (\$100.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction.

- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 61(o)(ii) or may contact the Municipal Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Common Property by such violation.

43. ARBITRATION AND MEDIATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

VII. DAMAGE AND INSURANCE

44. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) per cent or more of the replacement value of the 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 a special General Meeting to advise Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.
- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) 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 Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any

insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 45.

- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board may, 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 the Insurance Trustee, if any, and 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.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any Unit or in or upon any part of the Common Property designated for the exclusive use of any Owner.
- (e) 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 Bylaws, whichever is the greater.
- (f) 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.
- (g) Notwithstanding anything to the contrary herein expressed or implied:
 - (i) Each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:
 - A) themselves;
 - B) members of their family;
 - C) their tenants or members of their families;
 - D) their invitees and contractors or licensees; or

E) their pets;

that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not, but only up to the amount of the insurance deductible).

- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible) or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

45. INSURANCE

- (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:

- (i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:

- A) all of the insurable Common Property; and
- B) all insurable property of the Corporation, both real and personal of any nature whatsoever;

for the full replacement cost thereof, without deduction for depreciation;

- C) the interests of, and naming as, insureds
- 1) all Owners from time to time;
 - 2) all mortgagees who have given written notice of their interests to the Corporation;
 - 3) the Corporation; and
 - 4) the Board and any person referred to in Bylaw 16 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;

- (ii) Boiler and vessel insurance if any boilers and vessels exist on the Project;
- (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 enforcement of these Bylaws and the Ownership, control, management, administration and use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all liabilities, charges, 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 member or officer of the Board;
- (v) Liability insurance for the Corporation arising out of a breach of duty as the Occupant of the Common Property;
- (vi) Liability insurance for the Corporation arising out of the Ownership, use or operation of any machinery, equipment, and vehicles; and
- (vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 45 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

EACH OWNER IS RESPONSIBLE TO INSURE HIS UNIT AND ALL IMPROVEMENTS THEREON.

- (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 Corporation insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) 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 of any Owner, except for arson, fraud and vehicle impact;
 - (v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
 - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;
 - (vii) the policy shall be written on a stated amount basis;
 - (viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured; and
 - (ix) 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;
- (c) The Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, all of the recreational facilities and amenities described in Bylaw 3(a) and all of the property of the Corporation every five (5) years or at any other time the Board deems necessary. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property 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;
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor. A copy of each such policy shall be forwarded, upon request, 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 upon request. The original policies 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, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, its authorized representative, or the Insurance Trustee; provided that any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- (f) Any insurance carried by the Owners on their own Units shall provide 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 Owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the interests of Owners or Tenants against liability or for the Units or belongings, contents or other property of Owners. The insuring of the Units or any rental revenue, belongings, contents or other property within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or Board to repair any damage to any Unit or any belongings, contents or other property within or to the Unit, however caused; and
- (g) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:
 - (i) an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim; or
 - (ii) the loss or damage or the cause of the loss or damage that gave to the claim or potential claim originated from the Owner's Unit;

the Corporation may recover the deductible portion of the claim (whether a claim is made or not made or not) from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith (including legal costs on a solicitor and his own client full indemnification basis) and with the collection thereof incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

VIII. COMMON EXPENSES AND PAYMENTS

46. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- (a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - (i) All levies or charges on account of any garbage, recycling and/or organic materials removal, electricity, water, sewer, gas and fuel

services 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 or independent contractors of the Corporation;
 - (iii) All the charges on account of lawn maintenance and landscaping with respect to the Common Property and for ice, snow and debris removal from the Common Property;
 - (iv) All charges on account of light standards or poles and related fixtures located on the Common Property;
 - (v) All charges on account of staffing and maintenance of the building structures and assets for which the Corporation is responsible under these Bylaws;
 - (vi) All costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
 - (vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - (viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (including replacement reserve fund studies) fees and disbursements;
 - (ix) All reserves for repairs and replacement of Common Property of which is the responsibility of the Corporation;
 - (x) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
 - (xi) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xii) Municipal taxes, levies or assessments on any Unit owned by the Corporation; and
 - (xiii) The allocable or pro rata portion of the cost of any electricity or water taken from any exterior electrical outlet or tap which is billed directly to an Owner by the provider of such electricity or water and which is used by the Corporation for purposes of operating or maintaining Common Property;
- (b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit or to such other address as notified to the Manager or the Corporation:

- (i) a copy of the budget for the ensuing fiscal year; and
- (ii) a notice of the assessment for the Owner's contribution toward the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors EXCEPT, in the sole discretion of the Board, acting reasonably:
 - A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; or
 - B) any expenses that relate directly and solely to the maintenance, improvement, operation, repair, replacement or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Owners of such maintenance, improvement, operation, repair, replacement or restoration, as the Board may determine.
- (c) The Board may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment shall be notified to the Owner or Owners being assessed and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements for the Capital Replacement Reserve Fund;
- (e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, all of the recreational facilities and amenities described in Bylaw 3(a) 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;
- (f) Each Owner's contribution 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 one instalment, payable on the 1st day of April each year or at such other time as may be prescribed by the Corporation;
- (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 contribution payment first due.
- (h) The Corporation shall, on the application of an Owner, or any person authorized in writing by any of those persons, certify within ten (10) 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;
 - (iv) the interest owing, if any, on any unpaid balance of a contribution; and
 - (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 ten (10) days Of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (ii) the particulars of:
 - A) any action commenced against the Corporation and served upon the Corporation;
 - B) any unsatisfied judgment or order for which the Corporation is liable; and
 - C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
 - (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 statements, if any, of the Corporation;
 - (vii) a copy of the Bylaws of the Corporation;
 - (viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;
 - (ix) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property;
 - (x) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to the possession of any portion of the Common Property;

- (xi) statement setting forth the amount held in the Capital Replacement Reserve Fund;
 - (xii) the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xiii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Units that are included in the Condominium Plan; and
 - (xiv) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- (j) The omission by the Board to fix the contributions 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 Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions 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 by vacating or abandoning his Unit.
 - (k) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

47. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. 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 assessment shall be determined and assessed against the Owners in proportion to their Unit Factors or as set forth in Bylaw 46(b)(ii) or Bylaw 46(c). Unless otherwise provided, all such special assessments 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.

48. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, INSTALMENTS AND PAYMENTS

Default in payment of contributions, assessments, instalments, payments and liens for unpaid contributions, assessments, instalments and payments shall be governed by the following terms:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution,

assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest of such Owner to the extent provided for in the Act. 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 be deemed to have given 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 including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client full indemnification basis from such defaulting Owner;

- (b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and his own client full indemnification basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Section 39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (c) 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 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 Bylaw;
- (d) 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; and

- (e) The Owners specifically acknowledge and agree that in so far as liens, claims, or charges for unpaid contributions, assessments, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited to, to those prescribed under the *Limitations Act*, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years; and
- (f) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

IX. MISCELLANEOUS

49. ESTOPPEL CERTIFICATE

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 Owner but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

50. LEASING OF UNITS

- (a) In the event that any Owner desires to lease or rent his Unit he shall:
 - (i) give written notice to the Corporation of the Owner's intent to lease or rent the Unit and the amount of rent to be charged for the Unit, and provide the Corporation with:
 - A) the address at which the Owner may be served with any notice given by the Corporation; and
 - B) the name, telephone contact information, electronic mail address and the vehicle make, model and license plate number for the Tenant or proposed Tenant;

- (ii) provide the Tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 61(s)(xiii) and signed by the proposed Tenant or Occupant, that the proposed Tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed Tenant or Occupant with respect to such obligations; and
 - (iii) the term of such tenancy shall not be less than six (6) months, it being the object of the Corporation to prevent short term rentals for less than a normal summer season.
- (b) The Corporation IS HEREBY AUTHORIZED TO:
 - (i) Impose and collect deposits under Section 53 of the Act;
 - (ii) Give notices to give up possession of residential Units under Section 54 of the Act; and
 - (iii) Make applications to the Court under Sections 55 and 56 of the Act.
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in arrears of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purpose of applying that rent against the annual contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

51. 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.

52. NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:

- (a) personally delivered to the recipient;
- (b) sent by prepaid mail to:
 - (i) the Owner at the address of his Unit or other known address;
 - (ii) the address shown on the Certificate of Title to the Unit at the Land Titles Office;

- (iii) the Corporation at its address for service shown on the Condominium Plan;
- (iv) a mortgagee at its address supplied to the Corporation;
- (c) left with him or some other adult person at the said address of the Unit; or
- (d) delivered by e-mail to an electronic address provided to the Corporation by an Owner.

Any notice given by post shall be deemed to have been sent and received forty eight (48) hours 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 Bylaws.

53. 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 if such default continues for a period of ninety (90) days.

54. DEBT RETIREMENT ON TERMINATION

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 subject to the interests of any mortgagees or otherwise in accordance with the principles set forth in Bylaw 46(b)(ii) or Bylaw 46(c), subject to the interests of any mortgagees.

55. COMPANY WHICH IS MEMBER OF BOARD

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 Bylaw next following shall be deemed to be a resolution of the Board.

56. ALTERNATE BOARD REPRESENTATIVE

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 Bylaws. 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 Bylaw shall be made in writing under the hand of the representative making the same.

57. EXCLUSIVE USE AREAS

- (a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.
- (b) While any such exclusive use area is not included in the Condominium Plan as part of a condominium Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained in a neat, clean and sightly condition at the sole expense of the Owner to whom it has been assigned;
- (c) If the Owner shall fail to properly maintain any such exclusive use area assigned to him or them after ten (10) days' notice to him or them 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.
- (d) The term exclusive use area does not include any fence, rail or similar Structure bordering any designated exclusive use area or any hard surface, curbs or retaining Wall; and
- (e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence 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 exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

58. PROPERTY TAXES

The property 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.

59. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, manager, officer, authorized volunteer 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 Board member, 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 fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or for failing to discharge

the duties of the office of a member of the Board honestly and in good faith. 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 the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a common expense of the Corporation.

60. NON-PROFIT CORPORATION

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;
- (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, stipend or salary established pursuant to Bylaw 4(k).

61. USE AND OCCUPANCY BYLAWS**TABLE OF CONTENTS****Bylaws**

61.(a)	Restricted Development
61.(b)	Architectural Standards
61.(c)	Decks and Deck Covers
61.(d)	Recreational Vehicles
61.(e)	Structures on Units
61.(f)	Insurance/Registration
61.(g)	Occupancy
61.(h)	Water
61.(i)	Communication
61.(j)	Noise
61.(k)	Fire Safety
61.(l)	Land Use
61.(m)	Animals (Domestic)
61.(n)	Tarpaulins
61. (o)	Vehicles
61. (p)	Maintenance/Sanitation
61. (q)	Security
61. (r)	Power/Lighting
61. (s)	Miscellaneous
62.	Amendment of Bylaws
63.	Change of Legislation
64.	Grandfather Clause

All Owners and their family members and their Occupants and guests must adhere to all of the following Bylaws, rules, regulations and controls and any new rules and regulations adopted by the Board from time to time.

RESTRICTED DEVELOPMENT

61.(a)

- (i) Mountain View County currently takes the position that all developments or improvements on Units existing prior to the registration of these Bylaws are permitted and "grand fathered". The Board, nevertheless, expressly reserves the right to demand that all Units be modified, corrected and restored to a condition that complies fully with these Bylaws and that the Bylaws fully govern all Unit developments and improvements from the date of registration thereof; and
- (ii) Each Owner shall, in addition to complying with the Bylaws, comply with the Direct Control District Regulations of Mountain View County as they affect the Project, particularly with respect to any improvements or developments on a Unit.

ARCHITECTURAL STANDARDS

61.(b) An Owner SHALL comply with the following Bylaws as they apply to Architectural Standards:

- (i) submit to the Board, fully detailed drawings of any proposed changes, construction or alterations to their Unit and/or Structures thereon. Alterations must be highlighted. All Owners must have Board approval in writing before proceeding with the proposed changes, construction or alterations. All applicable permits must be obtained before changes, construction or alterations can begin;
- (ii) follow the latest additions to the National Building Code, Alberta Building Code and Canadian Electrical Code. These codes shall govern all construction of decks and roofs;
- (iii) tradesmen must be licensed, bonded and carry Workers Compensation and liability insurance unless the Board deems otherwise; and
- (iv) failure to comply with Bylaw 61(b)(i) and 61(b)(ii) will require the removal of the changes, construction or alterations to their property and/or Structures thereon at Owners' expense.

DECKS AND DECK COVERS

61.(c) The following Bylaws apply to all decks and deck covers:

- (i) to obtain the required permit, an Owner shall contact Mountain View County for the construction of a new deck/deck covers or to alter an

existing deck/deck cover. The Board requires that the Owner, in seeking its consent to construct a new deck/deck cover or alter an existing deck/deck cover, provide it with a proposed deck outline and attach thereto drawings showing the new deck/deck cover or alterations;

- (ii) decks must be not more than eight (8') feet (2.44 meters) wide and not longer than the length of the recreational vehicle, not enclosed and not more than thirty (30%) percent screened in;
- (iii) with respect to enclosing a deck for the purposes of creating what is commonly referred to as a Florida Room or California Room, enclose the deck to a maximum of thirty (30%) percent. Exterior must match the trailer. Screening must be in PVC lattice which may be backed with acrylic plastic or tempered glass for wind protection;
- (iv) ensure that any deck greater than twenty-four (24") inches (60.96 cm) above the grade has handrails on all decks and stairs. The railing must be manufactured from aluminum or PVC with spindles of not greater than four (4") inch (10.2 cm) spacing. Railings cannot extend beyond eight (8') feet (2.44 meters) out from the trailer. Railings can be a seating bench or a standard railing with a minimum height of twenty-four (24") inches (60.96 cm) and a maximum height of thirty-six (36") inches (0.91 meters). Railing must start no higher than five (5") inches (12.7 cm) off the deck. All decks and enclosures must be designed and constructed in accordance with latest edition of Alberta Building Code. Wood cannot be used for enclosures;
- (v) ensure that the deck is adjacent to the Recreational Vehicle (RV) or Trailer. It must be a framed supported Structure made of acceptable decking material and be at least six (6") inches (15.24 cm) above the ground;
- (vi) notwithstanding the foregoing, decks existing prior to March 31, 2006, shall be permitted to remain subject to the Grandfather Clause (Bylaw 64);
- (vii) ensure that deck covers shall not be higher than the Recreational Vehicle (RV) or Trailer. Deck covers may extend no more than twelve (12") inches (30.5 cm) past the deck and not greater than twelve (12") inches (30.5 cm) longer than the deck size;
- (viii) ensure that deck covers are constructed of pre-finished aluminum with aluminum supports. Corrugated plastic or fiberglass is not permitted; and
- (ix) notwithstanding the foregoing, roofs existing prior to March 31 2006, shall be permitted to remain subject to the Grandfather clause (Bylaw 64).

RECREATIONAL VEHICLES

61.(d) The following Bylaws apply to Recreational Vehicles:

TALL TIMBER

- (i) an Owner shall not place, erect or construct upon the Units without the written consent of the Board, any building, Structure, improvement, development or dwelling of any kind, type, size or shape whatsoever provided that each Unit shall be allowed to have:
 - A) one park model trailer twelve (12') feet (3.7 meters) wide by forty (40') feet (12.2 meters) in length excluding bay windows to a maximum of two (2') feet (60.1 cm) and fourteen (14') feet (4.3 meters) in height as measured from the ground in transportation mode; or
 - B) one motorhome or recreational trailer eight (8') feet (2.44 meters) wide by forty (40') feet (12.2 meters) in length with factory installed tip outs or slides each having a maximum of four (4') feet (1.22 meters) in depth;
 - 1) failure to comply with Bylaw 61(b) will require the removal of any building, Structure, improvement, development or dwelling of any kind, type, size or shape whatsoever at the Owners' expense;
 - 2) with respect to any such Recreational Vehicle (RV) or Trailer brought onto a Unit, meet any requirements stipulated by the Board with respect to age and general condition of that Recreational Vehicle (RV) or Trailer;
 - 3) ensure that any permitted ancillary equipment relating to his Recreational Vehicle (RV) or Trailer such as decks, storage sheds, patios and skirting are colour coordinated to reasonably match the colour of the Recreational Vehicle (RV) or Trailer subject to the Grandfather Clause (Bylaw 64);
 - 4) notwithstanding Bylaw 61(d)(i)B)3) any permitted ancillary equipment relating to his Recreational Vehicle (RV) or Trailer such as decks, storage sheds, patios and skirting existing prior to March 31, 2006, shall be permitted to remain even if they are not colour coordinated to reasonably match the colour of the Recreational Vehicle (RV) or Trailer;
 - 5) the Recreational Vehicle (RV) shall only be skirted with prefinished vinyl or PVC lattice materials that match the general colour scheme of the Recreational Vehicle (RV) or Trailer;
 - 6) notwithstanding Bylaw 61(d)(i)B)5) skirting existing prior to March 31, 2006, shall be permitted to remain subject to the Grandfather Clause (Bylaw 64);
 - 7) skirting of the Park Model must be done within the camping season that the Park Model is brought onto a Unit; and

- 8) not remove the wheels of his Recreational Vehicle (RV) or Trailer.

STRUCTURES ON UNITS

61.(e) An Owner shall comply with the following Bylaws as they apply to Structures on Units:

- (i) the Board shall have the right to accept or reject new construction materials as new building technology enters the market place;
- (ii) be allowed the use of a tent on his Unit provided such tent does not exceed one hundred (100) square feet (9.29 square meters). The tent must be located at the rear of the Unit. The tent must be in good condition as determined by the Board;
- (iii) be allowed the use of a non-permanent temporary tent style sunshade/gazebo on his Unit provided such structures do not exceed one hundred forty-four (144) square feet (13.38 square meters);
- (iv) be allowed one tent or one sunshade/gazebo on his Unit;
- (v) the maximum allowable shed size is eight (8') feet (2.44 meters) by ten (10') feet (3.05 meters) and manufactured of vinyl or metal. Sheds made of wood and shingled roofs are not permitted. The shed must be located at the rear of the Unit;
- (vi) it is acknowledged that due to the shape and size of certain Units, Bylaw 61(e)(ii) and (v) might be difficult to comply with. In such cases, the Board may approve the location of the tent or the shed on the Unit in a manner best suited to the Unit;
- (vii) not erect the tent or sunshade/gazebo prior to May 1st of each year. The tent is to be removed in its entirety as of October 15th of each year. The removable cover for the sunshade/gazebo is to be removed in its entirety as of October 15th of each year however the frame for the sunshade/gazebo may remain;
- (viii) not permit the following on any Unit:
 - A) a permanent barbeque pit;
 - B) a permanent fire pit;
 - C) a permanent fencing or gate; and
 - D) a doghouse. Pet carriers are permitted;
- (ix) be permitted chattels on his Unit. The chattels include but are not limited to:

- A) one small decorative bridge built into the Landscaping. The bridge is not to exceed ten (10') feet (3.05 meters) in length and (4') feet (1.22 meters) in width;
 - B) one decorative arbour; and
 - C) be permitted to place lawn and/or tree ornaments on his Unit. The Board retains the right to have the number of ornaments reduced or removed where such are a detriment to the park or offensive to the general population of the park as determined by the Board; The Board can regulate the number of lawn and/or tree ornaments permitted on a Unit.
- (x) with respect to any work on, development of, construction or alteration of a Unit approved by the Board:
- A) complete the work within thirty (30) days;
 - B) the Board may regulate the time of the day within which the work can be carried out;
 - C) comply with all set back requirements of the Board and any governmental agency having jurisdiction;
 - D) not alter any Corporation owned power or water line on his Unit;
 - E) be responsible for any damages done by the Owner and/or the Owner's contractor to any Corporation asset. Repairs will be at the Owner's expense;
- (xi) not construct or be allowed to be maintained, upon any Unit, without the consent in writing of the Board, a fence, Wall, Hedge, flagpole or Structure whatsoever other than as constructed by the Corporation;
- (xii) any fence, Hedge or Structure existing prior to March 31, 2006, shall be permitted to remain subject to the Grandfather Clause (Bylaw 64).
- (xiii) not use railroad ties or similar products on any Unit; and
- (xiv) the Board will develop rules, regulations and controls that will govern all "grandfathered" Structures. These rules, regulations and controls will govern all Units.

INSURANCE / REGISTRATION

61.(f) An Owner SHALL comply with the following Bylaws as they apply to Insurance/Registration:

- (i) carry current registration for his Recreation Vehicle (RV) or Trailer and carry insurance (liability) on the Unit and Recreation Vehicle (RV) or Trailer; and

- (ii) notify the corporation forthwith of any change in his residential address, contact phone numbers or e-mail address.

OCCUPANCY

61.(g) An Owner SHALL comply with the following Bylaws as they apply to Occupancy;

- (i) not use his Unit, or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant County of Mountain View Municipal Bylaw;
- (ii) not use his Unit, or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project as determined by the Board in its sole discretion;
- (iii) not use his Unit for other than residential purposes and on a seasonal basis only. Permanent residency is not permitted; and
- (iv) notwithstanding subclause (iii) above, permanent residence is permitted for any resident Manager and assistant Manager rendering management services to the Project or other designated individual assigned by the Board.

WATER

61.(h) An Owner SHALL comply with the following Bylaws as they apply to water:

- (i) not water using timing devices of any kind;
- (ii) water only during times permitted or specified by the Board;
- (iii) notwithstanding Bylaw 61(h)(ii), water can be used for Bylaw 61(k)(i);
- (iv) notwithstanding Bylaw 61(h)(ii) and 61(h)(iii), the Board reserves the right to place restrictions on watering at any time;
- (v) water without waste. Excessive watering is not permitted;
- (vi) not wash cars anywhere on the Project;
- (vii) hot tubs or similar Structures will not be permitted on a Unit; and
- (viii) install anywhere on his Unit, any type of underground watering or sprinkler system.

COMMUNICATION

61.(i) An Owner SHALL comply with the following Bylaws as they apply to Communication:

- (i) be allowed one satellite dish on his Unit. The satellite dish must be attached to the roof of his Recreation Vehicle (RV) or Trailer or the deck cover;
- (ii) only use a satellite dish that is approved by the Board. A satellite dish over twenty-four (24") inches (60.96 cm) in diameter will not be permitted;
- (iii) notwithstanding Bylaw 61(i)(ii), it is acknowledged that some satellite dishes are not circular or oval in shape. The Board may approve such a dish if it roughly conforms to the dimensions stated in Bylaw 61(i)(ii); and
- (iv) not construct or erect anywhere on the Unit, any tower or similar Structures or appurtenances such as but not limited to masts, television or mobile telephone or radio antenna, except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board.

NOISE

61.(j) An Owner SHALL comply with the following Bylaws as they apply to Noise:

- (i) not create or cause excessive noise at any time, which in the opinion of the Board or Manager constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant;
- (ii) not allow a radio or similar type of device to be operated in such a manner as to be an annoyance to adjacent properties;
- (iii) operate power tools, perform non-emergency repairs and undertake construction work in accordance with the hours established by the Board; and
- (iv) no one shall loiter in the washrooms or the laundry room.

FIRE SAFETY

61.(k) An Owner SHALL comply with the following Bylaws as they apply to Fire Safety:

- (i) not leave fires burning during high winds. All fires and/or open flames must be extinguished prior to retiring or leaving the Unit. An adult must supervise fires at all times. Notwithstanding Bylaw 61(h)(ii) fires shall be extinguished with water;
- (ii) keep all fire pits at a safe distance from overhanging branches and other combustible material. The Board may regulate such distance;
- (iii) contain all fires within the following:

- A) preformed concrete blocks specifically designed for fire pit construction;
 - B) manufactured metal fire pits;
 - C) chimilias - the chimney of chimilias must be kept a minimum of twelve (12') feet (3.7 meters) from overhanging branches. The chimilia must be placed on blocks or pavers or gravel; and
 - D) all fire pits must be placed on flat concrete blocks, pavers, sand or gravel;
- (iv) the Board or the Manager shall have the sole right to demand fires be reduced in size or extinguished when in the opinion of the Board or Manager, said fires are unsafe or weather conditions create immediate danger;
 - (v) store an amount of wood on his Unit not to exceed more than one-half ($\frac{1}{2}$) of a cord. Wood is not to be piled or stored taking up an area of more than eight (8') feet (2.44 meters) long, twenty-four (24") inches (60.96 cm) wide and four (4') feet (1.22 meters) high and must be stored within ten (10') feet (3.05 meters) of the rear boundary of a Unit;
 - (vi) it is acknowledged that due to the shape and size of certain Units, Bylaw 61(k)(v) as it pertains to the location where wood is to be stored, might be difficult to comply with. In such cases, the Board may approve the location of the stored wood on the Unit in a manner best suited to the Unit;
 - (vii) store wood in a maintenance free storage rack as determined by the Board;
 - (viii) notwithstanding Bylaw 61(k)(vii) storage racks for wood, existing prior to March 31, 2006, shall be permitted to remain; and
 - (ix) not burning any material that creates excessive smoke or obnoxious or offensive fumes or odours. Only paper and/or non-treated wood can be burned in a fire pit.

LAND USE

61.(l) An Owner SHALL comply with the following Bylaws as they apply to Land Use:

- (i) comply with the following policies as they apply to the location of his Recreation Vehicle (RV) or Trailer:
 - A) the Recreation Vehicle (RV) or Trailer shall be set back at least ten (10') feet (3.05 meters) from the front of a Unit and at least five (5') feet (1.5 meters) from each side (excluding tipouts) and from the rear of a Unit;

- B) it is acknowledged that due to the shape and size of certain Units, Bylaw 61(l)(i) might be difficult to comply with. In such cases, the Board may approve the location of the Recreation Vehicle (RV) or Trailer on the Unit in a manner best suited to the Unit; and
 - C) notwithstanding Bylaw 61(l)(i), Recreation Vehicle (RV) or Trailer situated on the Unit prior to March 31, 2006, shall be permitted to remain at their present location.
- (ii) An Owner shall comply with the following as they apply to holding/sewer tanks:
- A) sewer tanks placed underground on a Unit must be C.S.A. approved and made of concrete. The Corporation must install any sewer tanks, at an Owner's request, for which a fee will be charged. No sewer tank in excess of 500 gallons (2273.05 liters) will be permitted on a Unit. There shall only be (1) one sewer tank per Unit;
 - B) the Board will regulate the dumping of holding tanks. An emergency dumping will result in a charge as set by the Board; and
 - C) a charge will be levied by the Board to unplug sewer tanks. This is in addition to a dumping charge.
- (iii) not plant vegetable gardens on any Unit or the Common Property;
- (iv) not do anything or permit anything to be done by any Occupant or Tenant of the Unit, to the Unit, or the Common Property that is contrary to any statute, ordinance, Bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise and includes these Bylaws; and
- (v) not cause any of his Unit improvements, belongings or chattels to be placed or retained within a five (5') foot (1.5 meters) Unit boundary setback area where that boundary abuts or is adjacent to any utility line or easement.

ANIMALS (DOMESTIC)

61.(m) An Owner SHALL comply with the following Bylaws as they apply to Animals (Domestic):

- (i) not bring onto the Parcel any non-domesticated animal, fowl or pet of any kind. Not keep or allow any domestic animal, livestock, fowl or pet of any kind at any time to be within 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 at any time on fifteen (15) days' notice to that effect. All approved dogs and cats and any other domestic animals or pet of any kind must be hand leashed and kept under control and in the custody

of a responsible person at all times who shall not allow the animal to defoul or defecate on any landscaped area of the Project. Any Municipal Bylaw in effect in Mountain View County with regard to pets at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce Municipal Authority bylaws on the Units and Common Property;

- (ii) be responsible for all cleaning up after their pets and their guest's pets;
- (iii) if an animal is dangerous or a nuisance, the Board has the right to take action in accordance with these Bylaws and the rules, regulations and controls of the Board;
- (iv) not allow animals in the playground or any building situated on the Common Property; and
- (v) the Board may limit the number of pets that may be brought onto a Unit.

TARPAULINS

61.(n) An Owner SHALL comply with the following Bylaws as they apply to Tarpaulins:

- (i) clear or earth tone covers shall be used to cover chattels;
- (ii) manufactured barbecue covers, used to cover barbecues are permitted as are patio swing covers used to cover patio swing sets; and
- (iii) Recreation Vehicles (RVs) and Trailers are permitted to be covered only by manufactured covers specific to the make and model of the vehicle.

VEHICLES

61.(o) An Owner SHALL comply with the following Bylaws as they apply to Private Motor Vehicles:

- (i) not park any Private Motor Vehicle anywhere on the Project except in designated locations as determined by the Board. No more than two (2) Private Motor Vehicles shall be permitted to be parked on any Unit at any time. The Corporation is exempt from this Bylaw;
- (ii) allow his guests or visitors to park their vehicles on his Unit or on the Project in an area designated for that purpose by the Board and then only in accordance with any visitor parking rules established by the Board;
- (iii) not store any vehicle on any Unit or the Common Property during the off season;
- (iv) not make adjustments to, or repairs of any Private Motor Vehicles on the Project. The Corporation is exempt from this Bylaw;

- (v) the following vehicles will be permitted onto the Project; Recreation Vehicles (RV) or Trailers, private passenger automobiles, light trucks or sports utility vehicles. All other vehicles require the written consent of the Board;
- (vi) ensure that all vehicles on the Parcel are licensed and in operating condition;
- (vii) only commercial vehicles making pick-ups or deliveries will be allowed on the Project. All other commercial vehicles will require Board approval to enter the Project. The Board may restrict the movement of all commercial vehicles;
- (viii) not use dirt bikes, off road vehicles or golf carts within the Project. The Corporation is exempt from this Bylaw. Motorcycles may only be used for access to a Unit;
- (ix) not park any Private Motor Vehicles in such a manner as to impede the passage on roads, driveways and parking areas within the Project;
- (x) not drive or permit to be driven any Private Motor Vehicle on the Parcel at a speed in excess of 15 kilometers per hour;
- (xi) vehicles, such as but not limited to utility trailer, camper, boat, snowmobile, all-terrain vehicle and buses cannot be parked on a Unit or the Common Property. Parking shall be in a location as designated by the Board or the Manager. Parking will be for a limited time. Any second Recreation Vehicle (RV) or Trailer and any other vehicle such as but not limited to the vehicles listed above that provide sleeping accommodations are not permitted to be parked on a Unit;
- (xii) be permitted to store a Recreation Vehicles (RV) or Trailer or other vehicles that may be approved by the Board in designated areas as established by the Board for a period of time as determined by the Board. The Board will charge a fee for such storage in accordance with the fee schedule established by the Board. The Board reserves the right to refuse to store Recreation Vehicles (RV) Trailer or other vehicles on the Project; and
- (xiii) main and/or Owner's gate to the Parcel may be locked and roads within the park may be closed at any time without notice in order to save damage to the roads. The Board will determine the location and the length of time the gate will be locked and/or the roads to be closed.

MAINTENANCE/SANITATION

61.(p) An Owner SHALL comply with the following Bylaws as they apply to Maintenance/Sanitation:

- (i) not allow his Unit or any exclusive use area assigned to him, either alone or in conjunction with others, to become unsanitary or unsightly in appearance;

- (ii) the Board shall have the right to remove rubbish and cleanup an Owner's property and adjacent area and levy the expenses incurred to the offending Owner;
- (iii) duly and properly maintain and keep his Unit in a good state of cleanliness and repair and in so doing, shall:
 - A) forthwith and promptly carry out and complete any work that may, from time to time and at any time, be ordered by any municipal, public authority or the Corporation in respect of his Unit;
 - B) repair, maintain, and keep in a neat, clean and tidy state and appearance consistently with and in total integrity with the balance of the Project his Unit and all improvements and additions thereto and thereon and, if he fails to do so, 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 Bylaw 57 shall apply;
 - C) not make repairs, additions, or alterations to his Unit or the Common Property without first obtaining the written consent of the Board. Not make repairs, additions, or alterations to any plumbing, mechanical or electrical systems within his Unit or improvements thereon without first obtaining the written consent of the Board;
 - D) not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Common Property without first obtaining the written consent of the Corporation;
 - E) not permit anything to be done on his Unit or upon the Common Property (including the failure to do anything) which will or would tend to increase the risk of hazard or the rate of insurance premiums with respect thereof or which would render invalid any insurance maintained by the Corporation; and
 - F) comply strictly with these Bylaws and the Architectural Standards in respect of the maintenance, repair, and cleanliness of, either or both, his Unit and the Common Property and cause all Occupants of and visitors to his Unit to similarly comply;
- (iv) subject always to the Act, permit the Corporation and its agents, at all reasonable times on notice (except in case of an Emergency Situation when no notice is required), to come onto his Unit for the purpose of inspecting the Unit and maintaining, repairing, renewing or operating Common Property or to ensure the operation of the Common Property including all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities and capable of being used in connection with the enjoyment of any Unit or Common Property or for the purpose of maintaining, repairing or renewing the

Common Property, of for the purpose of ensuring that the Bylaws are being observed, or for the purpose of doing any work for the benefit of the Corporation generally or for the purpose of monitoring the use of any utility;

- (v) use and enjoy his Unit and the Common Property in accordance with these Bylaws, the Architectural Standards and all rules, regulations and controls prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (vi) 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 Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- (vii) not do any act or permit any act to be done or alter or permit to be altered, his Unit or the Common Property (except as otherwise specifically permitted herein) in any manner whatsoever or which will alter either of the appearance of grade of his Unit or of any other Units without the consent in writing of the Board;
- (viii) except as otherwise specifically permitted herein, not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Common Property (including any area to which the Owner has been granted exclusive use) without first obtaining the written consent of the Corporation;
- (ix) not cut or willfully damage any tree or landscaping without the written permission of the Board;
- (x) notwithstanding Bylaw 61(p)(ix), dead or dying trees posing a danger to people or property may be removed with notification to the Board;
- (xi) not store more than 4.5 liters of any flammable/combustible liquid on his Unit. This material must be stored in CSA approved containers. The use and storage of normal cleaning products and related household goods as well as propane stored in approved propane cylinders is not included in this Bylaw;
- (xii) not permit, or install on his Unit or on the Common Property or on the real property of the Corporation, any clotheslines, garbage disposal equipment and recreational or athletic equipment without the prior written consent of the Board;
- (xiii) not deposit customary household refuse and garbage outside his Unit other than in properly secured garbage bags and placed in containers provided by the Corporation. The Owner shall remove all bulk waste items, such as discarded household furnishings, which a sanitation department, contracted by Tall Timber will not normally collect, from the Project;

- (xiv) with the exception of stringing up or hanging patio lights, not string wire, rope or cord between trees or place in such a manner as to form a fence or barrier. The Corporation is exempt from this section;
- (xv) notwithstanding Bylaw 61(h)(ii), not allow the exterior of the Recreation Vehicle (RV) or Trailer to become soiled and dirty or fall into disrepair;
- (xvi) dispose of gray water & sewage other than by the following methods only: sewer system or sewer truck;
- (xvii) use chemicals and biodegradable tissue in the tanks of his Recreation Vehicle (RV) or Trailer;
- (xviii) not use a clothes washer or dryer anywhere on his Unit; and
- (xix) not use a toilet, sink, tub, drain or other fixture for a purpose other than that for which it is constructed.

SECURITY

61.(q) An Owner SHALL comply with the following Bylaws as they apply to Security:

- (i) not 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; and
- (ii) not, without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for utility areas, building maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally.

POWER/LIGHTING

61.(r) An Owner SHALL comply with the following Bylaws as they apply to power/lighting:

- (i) not overload existing electrical circuits. The Service Post holding the electrical outlet and water outlet shall not be used for any other purposes and nothing shall be attached thereto. Only service cable not less than 3 conductor #10 AWG and 1#10 ground conductor and CSA approved may be used to bring electrical power from the post to the Recreation Vehicle (RV) or Trailer. No adapters shall be permitted;
- (ii) it is recommended that the electrical outlet be disconnected from the Service Post holding the electrical outlet when closing up the Unit for the season;
- (iii) make every attempt not to allow light to trespass to neighbouring properties. Lighting erected on the Common Property by the Board is exempt from this subsection; and

- (iv) turn off all exterior lighting upon retiring or when Occupants are away from a Unit. The use of a time clock to cycle lighting during periods of absence shall not be permitted. The Board may regulate the amount and number of lights permitted on a Unit.

MISCELLANEOUS

61.(s) An Owner SHALL comply with the following Bylaws as they apply to miscellaneous:

- (i) not erect, place, allow keep or display signs, billboards, advertising matter, or other notices or displays of any kind on his Unit or on any window on or within his Recreational Vehicle (RV) or Trailer. The exception is decorative name and address signs as approved by the Board;
- (ii) notices for sale may be placed on the Unit as approved by the Board and/or Manager;
- (iii) not use firearms, air guns, bows & arrows, cross bows, slingshots or paintball guns, fireworks or pyrotechnics within the Parcel. The Board of Directors will add to this list as necessary;
- (iv) notify the Corporation forthwith upon any change of Ownership or lease or other dealings in connection with his Unit;
- (v) provide to a Tenant or new Owner of his Unit, an electronic or hard copy of the Bylaws, rules, regulations and policies of the Project;
- (vi) pay to the Corporation (or if requested to the Manager) when due all contributions 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 40 of the Act;
- (vii) pay to the Corporation by way of reimbursement all expenses incurred by the Corporation which are wholly attributable to his Unit or which are the subject of indemnification;
- (viii) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- (ix) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Common Property or any Unit caused or aggravated by such Owner, his Occupants, invitees, or by any default under these Bylaws by such Owners, his Occupants and invitees;
- (x) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;

- (xi) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (xii) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing by e-mail to talltimberrypark@telus.net or place in an envelope left at reception or mailed to Tall Timber Leisure Park, Box 210, Sunder Alberta; TOM 1XO. The Board shall not be required to respond to any suggestion, complaint or question that is not in writing and properly submitted to the Board. E-mail is the preferred method of communication; and
- (xiii) an Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with as listed under all the rules, regulations and Bylaws of Tall Timber hereof and, upon request of the Corporation, obtain from the Tenants their acknowledgement in writing that they have read the Bylaws and all rules and regulations of the Corporation.

62. AMENDMENT OF BYLAWS

These Bylaws, 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 at least fourteen (14) days prior to the date of any such Special Resolution.

63. CHANGE OF LEGISLATION

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

64. GRANDFATHER CLAUSE

1. Pursuant to Bylaw 61(e)(xiv), the following rules shall apply to all "grandfathered" structures as such are established pursuant to these Bylaws and any other such structures as the Board may determine to be "grandfathered" (collectively the "Grandfathered Structures"):
 - (a) An Owner shall not, nor permit any other person to repair, alter or improve a Grandfathered Structure or any portion thereof, on his/her Unit, without the prior written approval of the Board.
 - (b) A written submission from an Owner to the Board requesting approval of a proposed repair, alteration or improvement to a Grandfathered Structure on his/her Unit shall include:
 - (i) a detailed description of the proposed repair, alteration or improvement to be performed;
 - (ii) a detailed list of materials to be used in the proposed repair, alteration or improvement; and

- (iii) fully detailed plans or drawings of the proposed repair, alteration or improvement; (the "Submission").
 - (c) The Board shall, in its sole and arbitrary discretion, having reviewed and considered the Submission in conjunction with these Bylaws, the rules, regulations and controls and any other relevant information, provide the Owner with its decision within a reasonable period of time, which decision may require the replacement of the entire Grandfathered Structure in compliance with the Architectural Standards established pursuant to these Bylaws.
 - (d) Notwithstanding the foregoing paragraphs of this section, in the case of an emergency, an Owner may take such immediate measures (including notice to the Board if reasonably possible), at his/her own expense, to temporarily repair or alter a Grandfathered Structure or any portion thereof, on his/her Unit, to prevent imminent danger or damage. The Owner shall as soon as possible thereafter, submit to the Board a Submission relating to such temporary repair or alteration and any further proposed repair, alteration or improvement.
 - (e) In any event, the Corporation shall not be responsible for any costs or expenses related to a Submission or any repair, alteration or improvement of any Grandfathered Structure.
 - (f) Failure to comply with this Bylaw or the rules, regulations and controls will require the removal of the Grandfathered Structure in its entirety and compliance with the standard Architectural Standards established pursuant to these Bylaws, at the Owner's expense.
2. Subject to the provisions hereof and notwithstanding anything to the contrary in the Bylaws, the Grandfathered Structures shall only be permitted to remain for as long as the Unit is not transferred, assigned or otherwise conveyed or substantial repairs, alterations or improvements are not done to the Unit. For clarity, an Owner shall, prior to the transfer, assignment or other conveyance of his/her Unit or upon substantial repair, alteration or improvement of the Unit, use his/her best reasonable efforts to take all necessary action to repair, alter, improve or replace all Grandfathered Structures on his/her Unit to ensure full compliance with the standard provisions of these Bylaws, failing which, such Owner shall obtain an undertaking and covenant from the purchaser of his/her Unit to do so as soon as reasonably possible after taking possession of the Unit.

TALL TIMBER LEISURE PARK

NOTICE OF CHANGE OF BYLAWS

(CDE-1: FORM 3)

(CONDOMINIUM PROPERTY ACT, s. 32)

CONDOMINIUM CORPORATION NO. 9913345 (the "Corporation") hereby certifies that by a special resolution passed as of the 8th day of November, 2017:

- (a) the Corporation's bylaws, being the Bylaws registered as instrument #061 505 762 on December 6, 2006, are all repealed, and
- (b) the Bylaws attached to this form shall become the bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 24 day of MARCH, 2018 in the presence of its proper signatories set forth below.

CONDOMINIUM CORPORATION NO. •

Per: E Stoley
(DIRECTOR)

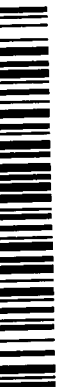
EVAN STOLEY
Print Name

Per: Dale Harrington
(DIRECTOR)

DALE HARRINGTON
Print Name

(Corporate Seal)

1/20/18



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