

**BY-LAWS OF  
THE OWNERS: CONDOMINIUM PLAN NO. CD-6837  
GRANDIN VILLAGE CONDOMINIUM PHASE I**

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**BY-LAWS OF  
THE OWNERS: CONDOMINIUM PLAN NO. CD-6837  
GRANDIN VILLAGE CONDOMINIUM PHASE I**

**1. DEFINITIONS AND APPLICATIONS**

- 11 These By-laws have been enacted by The Owners: Condominium Plan No. CD6837 to replace all previous By-laws, including those registered on the 11<sup>th</sup> day of April, 1983, Registration No. 832089287, those registered on the 22<sup>nd</sup> day of October, 2001, Registration No. 012372674 and all statutory By-laws. The following definitions shall apply to all parts of these By-laws:
- a) "Act" shall mean Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution for or replacement of the Act;
  - b) "Board" means the Board elected pursuant to these By-laws and as provided for in Section 28 of the Act. Board members may be referred to as Directors;
  - c) "By-laws" mean the By-laws of the Corporation, as amended from time to time;
  - d) "Capital Replacement Reserve Fund" means the fund created for the purposes as outlined in Section 38 of the Act and By-law 14(j). The fund is an asset of the Corporation;
  - e) "Common expense" means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as Common expenses in these By-laws and in particular By-law 84;
  - f) "Common property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
  - g) "Condominium Plan" means the plan registered in the Land Titles Office for the North Alberta Land Registration District as Condominium Plan No. CD-6837;
  - h) "Condominium fee" means contributions, assessments, installments or levies payable by an Owner to the Corporation to raise funds sufficient to pay all Common expenses;
  - i) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan;
  - j) "Insurance Trustee" means any company or person authorized to act as an Insurance Trustee under the laws of the Province of Alberta and who may

be appointed from time to time on Ordinary resolution of the Corporation. If no Insurance Trustee is appointed then the Insurance Trustee shall be the Board;

- k) "Interest" means the rate as approved from time to time by Special resolution, calculated from the due date until payment on any arrears of condominium fees or any other monies owed to the Corporation;
- l) "Legal costs" means the cost payable on a solicitor and such persons own client indemnity basis;
- m) "Manager" means a person, firm or Corporation appointed as Manager pursuant to By-law 15(g) hereof;
- n) "Maintenance Area" includes any fence-enclosed yard or patio immediately adjacent to each Unit, and also means those areas, being part of the Common property, which the Board deems suitable for use in conjunction with a Unit;
- o) "Mortgagee" means the holder of a mortgage registered against the title to one or more Units in the Condominium Plan;
- p) "Ordinary resolution" means a resolution:
  - i. passed at a properly convened meeting of the Corporation by a simple majority of the persons present entitled to exercise the powers of voting conferred by the Act or the By-laws; or
  - ii. signed by persons entitled to vote and who, together, represent at least 5,001 Unit factors;
- q) "Owner" means any Owner of a Unit in the Condominium Plan;
- r) "Parcel" means the land comprised in the Condominium Plan;
- s) "Privacy Areas" mean those areas, being part of the common property, which comprise fence- enclosed yards and patio areas and carports or garages immediately adjacent to each unit, the area and location of which are shown on the condominium plan and which are intended for exclusive use of the owners and occupants of the units respectively adjoining each such area as designated on the Condominium Plan;
- t) "Roadway and Utility Easement" means that certain easement instrument registered at the said Land Titles Office by caveat by which easement instrument roadways, utilities services and utility rights of way over the Parcel and an adjoining parcel are secured for common use by owners of the two (2) parcels;

- u) "Regulation" means Alberta Regulation 168/2000, 23/2001, 108/2004, and any other Regulation or Regulations which may be passed in substitution or additional for or in replacement of the Regulation;
- v) "Special resolution" means a resolution:
  - i. passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five percent (75%) of all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing at least 7,500 Unit factors; or
  - ii. signed by not less than seventy-five percent (75%) of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing at least 7,500 Unit factors;
- w) "Unit" means an area designated as a Unit by the Condominium Plan (or any division plan);
- x) "Unit factor" means the Unit factor for each Unit as more particularly described in the Condominium Plan.

12 Words and Expressions

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws. Other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the Land Titles Act of Alberta or the Law of Property Act, as amended from time to time, or in any statute or statutes passed in substitution therefore or replacement thereof, unless the context otherwise requires.

- 13 These By-laws are to be read with all changes of number and gender as required by the context and the word "Owner" or "Owners" shall be read "Tenant" or "Tenants", "Resident or Residents" or "Occupier or Occupiers" as the context may require.
- 14 The headings in the body of these By-laws form no part of these By-laws but shall be deemed to be inserted for the convenience of reference only. In the event of any conflict between these By-laws and the Act, the Act shall prevail.
- 15 The Condominium Plan includes, but is not limited to One Hundred and Fifteen (115) residential Units.

- 1.6 In these By-laws, common assessments or Common expense levies may sometimes be referred to as Condominium fees.
- 1.7 If the Act is amended so as to substitute or replace any Section of the Act or Regulation referred to in these By-laws, then such reference shall be deemed to be a reference to the corresponding Section of the Act or Regulation as amended, substituted or replaced.

## **2. DUTIES OF THE OWNERS**

2.1 An Owner shall:

- a) permit the Corporation and its agents, on written notice, as provided in Section 24(7) of the Act (except in case of emergency when no notice is required), to enter in or on such persons Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common property, or for the purpose of maintaining, repairing and renewing Common property, or for the purpose of ensuring that the By-laws are being observed. The written notice must state the reason for the entry and name both a date and time of entry that complies with Section 24(6) of the Act;
- b) forthwith:
- i. carry out all work that may be ordered by any municipal or public authority in respect of such persons Unit; and
  - ii. pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of such persons Unit;
- c) repair and maintain such persons Unit including all door passage sets and locks, door bells including the door bell buttons, and any light fixtures and their bulbs attached to the exterior of the Unit and keep the Unit in a state of good repair. Notwithstanding the generality of the foregoing, Owners are responsible for any broken doors or any broken window glass. In addition, Owners are also responsible for any plumbing, electrical, (including the parking stall plug in & post if damaged by owners) heating, ventilation, or air conditioning/cooling systems located in the Unit, as well as cleaning the window glass;
- d) not paint any of the exterior of the Units or the Common property or alter the

appearance thereof or do or permit to be done anything which would alter the Common property or the exterior appearance or sound proofing of any Unit, without the prior written permission of the Board;

- e) use and enjoy the Common property in accordance with these By-laws, the Act and all resolutions prescribed by the Corporation in such a manner *so* as to not unreasonably interfere with the use and enjoyment thereof by other Owners, Tenants, Occupiers or their families or visitors;
- f) not use such persons Unit or permit it to be used in any manner for any purpose which may be illegal or injurious, or that will cause nuisance or hazard to any other person;
- g) notify the Corporation forthwith, in writing, upon any change of ownership or of any mortgage or other dealing in connection with such persons Unit;
- h) comply with and cause all such persons Tenants, family, visitors and other occupants of such persons Unit to comply with the By-laws, any non monetary sanctions imposed, the Act, and regulations in force. All absentee Owners shall keep a copy of the By-laws in the Unit for the use and benefit of their Tenants or Occupiers;
- i) pay to the Corporation when due all Condominium fees or claims of the Corporation together with Interest on any arrears (as stipulated in By-law 1.1(k)) calculated from the due date until payment. For certainty, the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- j) pay to the Corporation, any monetary sanctions imposed and all costs including Legal costs incurred as a result of having to take proceedings to collect any Common expenses levied or assessed against such persons Unit, or in seeking compliance with or enforcement of the By-laws;
- k) allow Board members or Corporation representatives' entry to such persons Unit in the event of an emergency, for the purposes of protecting Common property, the property of other Owners or Occupiers and the property of the Corporation. In the event such persons Unit is so entered, the Owner shall save harmless and indemnify the Board, the Corporation, its agents and employees from any claims or damages arising from such entry;
- l) be responsible for the maintenance and repair, as determined by the Board, of any additions or changes on or adjoining the outside of any Unit or any Common property made by any Owner to the original construction;



- m) pay for all Unit utility costs, including without restricting the generality of the foregoing, gas, water, sewerage and power;
- n) not enter or permit his family, clients, or visitors to enter upon the Unit of another Owner without the permission of that Owner; and
- o) maintain in a reasonable manner any area which is located on or which comprises any part of the Common Property (including without limitation, Maintenance Areas) to which the Owner has been granted exclusive use pursuant to these By-laws other than to the extent the Corporation is responsible for the same.

2.2 Should any Owner have any suggestions, requests, questions or complaints for the Corporation, they shall be in writing and addressed to the Corporation. The Board shall not be required to consider or act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation.

### **3. BOARD MEMBERS - (ELECTION/QUALIFICATIONS)**

- a) The Board:
  - i. Shall consist of not less than three (3) nor more than seven (7) persons and shall be elected at each Annual General Meeting. Members may also be elected at an extraordinary general meeting if a full Board is not elected at the Annual General Meeting;
  - ii. Where there are no Mortgagees and not more than three (3) Owners, the Board shall consist of all Owners or such person or persons in such number as the Owners of all Units may designate;
  - iii. If a Unit has more than one (1) Owner, only one (1) such Owner may sit on the Board at one time;
- b) Ownership of a Unit is not necessary for election to and membership on the Board. Any person who has attained the age of majority shall be eligible for nomination and election to the Board, provided that any Owner who is indebted to the Corporation for any obligations including any monetary and non-monetary sanctions, an assessment or assessments which are more than thirty (30) days in arrears shall not be eligible for election to or membership on the Board. Notwithstanding the foregoing, at least two thirds (2/3) of the membership of the Board shall be Unit Owners;

- c) At any election of Board members each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board. When there are more candidates than vacancies, the Board shall consist of those persons who receive the most votes. Where those nominated are equal to or less than the vacancies, then those nominated are elected by acclamation;
- d) No more than two (2) registered Mortgagees or their representatives may be members of the Board at any one time;
- e) All Board candidates shall, as a condition of nomination to the Board, make full disclosure of any direct or indirect relationships to the Corporation such as a private company, public company, partnership or proprietorship employed by the Corporation or any pecuniary interest not mentioned;
- f) If a full Board is not elected at the Annual General Meeting, those acclaimed to the Board may form the Board provided that at least three (3) Board Members are elected acclaimed to the Board.

#### **4. DISQUALIFICATION/REMOVAL FROM THE BOARD**

- a) The Corporation may on an Ordinary resolution, at a properly convened meeting of the Corporation, remove any member of the Board before the expiration of such persons term of office and may, on an Ordinary resolution, appoint another qualified person (as provided in By-law 3) to hold office until the next Annual General Meeting;
- b) The office of a member of the Board shall immediately be vacated if such person:
  - i. Becomes bankrupt under the Bankruptcy Act (Canada) or any Act passed in substitution therefore; or
  - ii. In the case of an Owner, is more than thirty (30) days in arrears in payment of any monies due to the Corporation (including Condominium fees); or
  - iii. Becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the Dependent Adults Act, or any Act passed in substitution therefore; or
  - iv. Resigns in writing, or in person to the Corporation, sent to or left at the registered address of the Corporation or delivered to another member of the Board; or

- v. Is convicted of an indictable offence; or
  - vi. Is absent from three (3) consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that such persons office be vacated; or
  - vii. Is denied Directors liability insurance or is refused bonding, at a reasonable premium, by a recognized bonding Institution; or
  - viii. If such person is the representative of a corporate Owner of a Unit and such corporate Owner becomes insolvent or falls into arrears in the payment of any installments or payments required to be made by it as an Owner or makes an assignment for the benefit of its creditors or if proceedings are commenced to wind up such corporate Owner, other than for the purpose of amalgamation; or
  - ix. d i e s ; o r
  - x. commences any legal proceedings against any Board Member for any issues related to dealings with the Corporation, or the Corporation;
- c) A person ceases to be an Officer of the Corporation if such person ceases to be a member of the Board;
  - d) If a person ceases to be an Officer of the Corporation, the Board shall elect from its members a person to fill that office until the next election for the Board;
  - e) Upon a person ceasing to be a member of the Board, that person shall return, to the Corporation, all property of the Corporation including, without restricting the generality of the foregoing, any books, keys, records, or equipment.

## **5. VACANCY ON THE BOARD**

Where a vacancy occurs on the Board pursuant to By-law 4(b), the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided such person qualifies for membership pursuant to By-law 3.

## **6. BOARD QUORUM AND VOTING**

- a) A quorum at a meeting of the Board shall be a simple majority of the members of the Board. Any member of the Board may waive notice of any future meeting

before, during or after the meeting and such waiver shall be deemed the equivalent of due notice of the meeting;

- b) At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the Chairman is entitled to a casting vote in addition to such person's original vote;
- c) Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that member shall:
  - i) declare to the Board that member's interest in the agreement, arrangement or transaction;
  - ii) not vote in respect of any matter respecting that agreement, arrangement or transaction; and
  - iii) not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction;
- d) By-law 6(c) does not apply to an agreement, arrangement or transaction in which a Board member has a material interest if that material interest exists only by virtue of the Board member owning a Unit.

## **7. CHAIRMAN OF THE BOARD**

The President, and in that person's absence, the Vice-president, shall act as Chairman of the Board meetings. Should both the President and Vice-president be absent, then at the commencement of the meeting the Board shall elect a Chairman for the meeting. If any Chairman vacates the Chair during the course of the meeting, the Board shall elect another Chairman who shall have the same rights of voting.

## **8. DUTIES OF THE CORPORATION**

In addition to the duties of the Corporation set forth in the Act The Corporation shall, through the Board:

- a) control, manage and administer the Common property for the benefit of all the Owners and for the benefit of the entire Corporation;

- b) do all things required of it, by the Act, these By-laws, and any resolutions of the Corporation in force from time to time;
- c) where practical maintain suitable landscaping on the Common property. The Corporation shall not be responsible for the establishment or maintenance of lawn areas within an Owner's Maintenance Area. Owners shall keep the lawns and landscaping in their Maintenance Area neat and tidy as called for in the By-laws;
- d) repair and maintain (including renewal or replacement where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers, and other facilities for the furnishing of utilities existing or required in the Parcel, or capable of being used in connection with the enjoyment of the Common property or more than one Unit;
- e) upon the written request made by an Owner, Mortgagee or purchaser, provide such party with a photocopy of any insurance policy placed by the Corporation within thirty (30) days from the date of receiving that request or provide the insurance certificate within ten (10) days of receiving that request;
- f) call a general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases allow no more than fifteen (15) months to elapse from one Annual General Meeting to the next;
- g) control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by the Corporation;
- h) subject to By-law 60, provide for regular collection of garbage, should the City of St. Albert not provide such a service, and, if necessary, provide suitable garbage receptacles on the Common property for use by all of the Owners;
- i) subject to any obligations imposed by the By-laws or by the Corporation upon any Owners to maintain any part of the Common property over which such Owners are granted exclusive rights of use by the Corporation (including without limitation, Maintenance Areas), maintain the Common property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise; provide and maintain the existing parking facilities for all the Owners; and provide and maintain outside lighting on the Common property to the standard approved from time to time by the Corporation;
- j) maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
  - i. all outside surfaces of the Units, including without limiting the generality of the foregoing, foundations, exterior walls, exterior of the roof and all roofing

materials, eaves troughs and exterior drains, exterior beams and trim. Other than the individual units (which are the unit owner's responsibility) the Corporation will be responsible for the replacement, where necessary, of any exterior windows and their assemblies, including the glass, frames, seals, caulking, sash and sills and any exterior doors on common property elements. Owners are responsible for any broken doors or broken window glass, and the cleaning of the window glass;

- ii. all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas and other common facilities or equipment;
  - iii. all other outside hardware and accoutrements, (including without limiting the generality of the foregoing, signage identifying the Corporation, affecting the appearance, usability, value or safety of the Parcel or the Units; and
  - iv. all utility services within, on, in, under or through the Common property;
- k) provide and maintain in full force all such insurance as is required by the Act, the Regulation and the By-laws;.
- l) indemnify every Board member, employee or officer, and such persons heirs, executors and administrators against all damages, judgments, settlements, costs and expense, including legal fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of such persons being or having been a Board member, employee or officer of the Corporation, except as to matters in which he:
- i. is finally adjudged to be liable for fines or penalties imposed in a criminal suit or action; or
  - ii. acted for unjustified profit or advantage; or
  - iii. committed or attempted any wrongful act in bad faith or dishonesty; or
  - iv. is found in breach of Section 28(3) of the Act;

All damages, judgments, settlements, costs and expense or any liability incurred or suffered by the Corporation, by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common expenses;

- m) subject to By-laws 71 and 83(a) make reasonable efforts to remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common property designed for the parking of motor vehicles or vehicular or pedestrian traffic.

## 9. POWERS OF THE CORPORATION

The Corporation may, through the Board:

- a) purchase, hire or otherwise acquire or dispose of or deal with personal and real property for use by Owners in connection with their enjoyment of Common property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by a Special resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of Sixty Thousand (\$60,000.00) per occasion or incur a total debt at any time exceeding One Hundred Thousand (\$100,000.00) dollars without such borrowing being approved by Ordinary resolution of the Corporation;
- c) secure the payment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by combination of those means;
- d) invest as it may determine, any monies in the funds for administrative expenses, to the extent permitted by law for trustees under the Trustee Act or any act passed in substitution therefore;
- e) make an agreement with any Owner or Occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupier thereof and may grant a lease to an Owner under Section 50 of the Act;
- f) grant to an Owner the right to exclusive use and enjoyment of Common property or special privileges in respect thereof, but, except for the provisions of these By-laws relating to parking privileges, any such grant shall be terminated on reasonable notice unless the Corporation by Special resolution otherwise resolves;
- g) do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common property and any part of a Unit with which the Corporation may be concerned including the commencement of an action

under Section 36 and 67 of the Act and all subsequent proceedings related thereto;

- h) pay an annual honorarium, salary or stipend, to a member of the Board, as may be determined from time to time by Ordinary resolution of the Corporation;
- i) in the event of fire, gas, water leakage or other emergency situation, gain entry or force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the Common property or the property of other Owners, Tenants, Occupiers and the Corporation as the case may be. The Owner, Tenant or Occupier of the Unit so entered shall save harmless the Corporation, its agents and employees for any claim or damage arising from entering any Unit, and shall reimburse the Corporation for any expense it is put to in responding to the situation;
- j) impose and exact the fees and charges referred to in By-law 15(e) and 15(f); and
- k) exercise all of the rights, powers and duties conferred on the Corporation by the Act as amended from time to time, and the By-laws of the Corporation.
- l) provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for replacement and contingency reserve funds, and the replacement and contingency reserve funds shall be assets of the Corporation;
- m) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- n) raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided; and
- o) if at any time the allocation of expenses, costs or charges hereunder are inequitably assessed on the basis of Unit Factors, weight, allocate and assess against the Owners and their respective Units such expenses, costs and charges in such equitable manner as the Board shall from time to time and at any time resolve, provided that such manner of weighing, allocation and assessment will be notified to Owners on assessment 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 shall be permitted.



## **10. OFFICERS**

Within fourteen (14) days after the meeting of the Corporation at which the Board was elected, the Board shall elect from its members a President, Vice-president, Secretary and Treasurer of the Corporation. The persons who are elected President and Vice-president shall not be elected as Secretary or Treasurer. The positions of Secretary and Treasurer may be combined and held by one person.

## **11. DUTIES OF THE OFFICERS**

The following duties are assigned to the Officers; however, the Board may make other allocations:

- a) the President, or in the event of such persons absence or disability, the Vice-president:
  - i. is responsible for the daily execution of the business of the Corporation; and
  - ii. shall act as Chairman of the meetings of the Board;
- b) the Secretary, or in the event of such persons absence or disability, another member of the Board designated by the Board:
  - i. shall record and maintain all the Minutes of the Board, and all meetings of the Corporation and shall record votes for and against on all decisions;
  - ii. is responsible for all the correspondence of the Corporation; and
  - iii. shall carry out such persons duties under the direction of the Board;
- c) the Treasurer, or, in the event of such persons absence or disability, another member of the Board designated by the Board shall:
  - i. receive or arrange for the receipt of any monies paid to the Corporation and deposit such monies as the Board may direct. However, unless the Board, by resolution, decides otherwise, all monies shall be deposited within two (2) banking days of receipt;

- ii. properly account for the funds of the Corporation and keep such books as the Board may direct;
- iii. present to the Board when required to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;
- iv. present to each Owner, fifteen (15) days prior to the end of the fiscal year of the Corporation; the budget (as approved by the Board) for the forthcoming fiscal year of the Corporation, and distribute to each Owner within one hundred and eighty days of the fiscal year end of the Corporation a financial review or audited financial statements, prepared in accordance with generally accepted Canadian accounting principles, for the most recently completed fiscal year of the Corporation; and
- v. prepare an annual report (the "Report") respecting the Capital Replacement Reserve Fund (the Report") setting out at least the following:
  - a. the amount of the Capital Replacement Reserve Fund as at the last day of the immediately preceding fiscal year;
  - b. all payments made into and out of the Capital Replacement Reserve Fund for that year and the sources and uses of those payments;
  - 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; and
  - d. The Report shall be presented to the Owners before or at the time that the notice of the next Annual General Meeting is sent;

The Secretary or Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary or Treasurer, as the case may be, supervises those duties of the Manager.

## **12. SEAL OF CORPORATION**

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and in the event no such resolution has been passed then the seal shall be used in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed.

## **13. SIGNING AUTHORITIES**

The Board shall determine, by resolution from time to time, which Officers shall sign cheques, drafts and other instruments and documents 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. Notwithstanding the foregoing, the Manager shall not sign Corporation cheques. Immediately upon a Board Member resigning or being removed from the Board, such person shall not sign cheques or have further authority to authorize documents or instruments on behalf of the Corporation.

## **14. DUTIES OF THE BOARD**

14 .1 The Board, for the benefit of the Corporation, the Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions of the By-laws. Every member of the Board shall exercise the powers and discharge the duties of the Board or as an officer of the Corporation, honestly and in good faith.

14.2 The Board shall:

- a) cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- b) cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- c) cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- d) cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures thereof, for each Annual General Meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- e) on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the Board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request thereof,

copies of all minutes of all meetings of the Corporation and of the Board;

- f) on application of an Owner or Mortgagee, or any person authorized in writing by one of them, provide a complete statement (Estoppel Certificate) of any Unit with regard to Common expense assessments and with regard to fulfillment of all the Owners' obligations in connection with the Corporation or such persons Unit;
- g) cause to be assessed to each Owner in proper proportion (based on unit factors for such persons Unit) such persons contribution towards Common expenses and enforce payment of same as more particularly set out in these By-laws;
- h) upon the written request of an Owner, Mortgagee or Purchaser of a Unit, provide, within ten (10) days, the particulars and materials pursuant to Sections 39(6) (Estoppel Certificate) or (Information Statement) of the Act or pursuant to Section 31 of the Regulation, the Capital Replacement Reserve Fund Study, Plan or Report;
- i) Upon ten (10) days written notice by a Mortgagee, that Mortgagee may inspect the records of the Corporation as stipulated in Section 45 of the Act;
- j) at all times keep and maintain in force all insurance stipulated in these By-laws and by the Act, to be maintained by the Corporation and from time to time settle and enter into insurance trust agreements as required by the Corporation; and
- k) pursuant to Section 38 of the Act, create and maintain by Common expense levy a Capital Replacement Reserve Fund for the purposes of repair, replacement and refurbishment of the Common property and any real or personal property owned by the Corporation, or any portion of a Unit which is to be maintained, repaired or replaced by the Corporation, with the Board applying such funds and the proceeds thereof from time to time for such purposes. In accordance with Section 38 of the Act and the Regulation, the amount of the levy shall be determined by a Capital Replacement Reserve Fund Study (the "Study"), conducted by a qualified person selected by the Board prior to the collection of any monies required for the purposes identified in the Study. Using the information from the Study, the Board shall approve a Capital Reserve Fund Plan (the "Plan"). The Study and Plan shall be updated at least once every five (5) years and the Plan shall be provided to all Owners;

All monies credited to the Capital Replacement Reserve Fund must be maintained in a separate account and not co-mingled with any funds that make up the Corporation's operating funds or any funds of any other Corporation or other entity.

## 15. THE POWERS OF THE BOARD

The Board may:

- a) meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit. In addition, the Board shall meet when any member gives to the other members with not less than seven (7) days' notice of a meeting proposed by him specifying the reason for calling the meeting. All meetings of the Board shall be held in the City of St. Albert, Alberta;
- b) notwithstanding By-law 15(a), hold meetings by telephone conference call, video conferencing, or such other method as will permit all Board members to hear and be heard by all other participants in the meeting;
- c) employ or authorize the Manager, if any, to employ for and on behalf of the Corporation such other agents and 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;
- d) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- e) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required under the Act or pursuant to these By-laws;
- f) do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common property and any part of a Unit with which it may be connected, including without limitation the following:
  - i. commencement and prosecution of proceedings under either Section 35 or 36, or both, of the Act to seek an Order, monetary or non-monetary sanction or damages as contemplated under the Act and as set out in Schedule "A" Fine Structure;
  - ii. commencement and prosecution of proceedings under either Section 39, 66 or 67, (or any combination of these Sections), of the Act;
  - iii. impose, collect and deal with deposits for the rental of a Unit under Section 53 of the Act provided that the deposit shall not exceed the maximum allowable under the Act. At the time of passing these By-laws the maximum deposit allowable under the Act was one (1) month's rent for the Unit. If any deposit is used in

accordance with the Act or these By-laws, the Owner shall replace that portion of deposit used within 20 days of being notified, in writing by the Board, of its use. Interest will not be paid on deposits collected from Owners who rent their Units. The Corporation is entitled to retain any interest earned on any deposit provided pursuant to this By-law;

- iv. give notice to give up possession of a Unit pursuant to Section 54 of the Act and make applications to the Court under Sections 55 and 56 of the Act provided that such notices and such applications shall be in accordance with the provisions of the Act;
- g) Employment of services:
- i. employ for and on behalf of the Corporation an independent professional management agency, agent or Manager (herein referred to as the "Manager") to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in subsections (a), (c), (d), (e), (g), (h), (i), (j), (k) and (m) of By-law 8 and such other duties as the Board may determine from time to time, subject always to the control and direction of the Board;
  - ii. without limiting the generality of By-law 17, any group of persons entitled to vote representing Two Thousand Five Hundred (2,500) Unit factors may by written request addressed to the Corporation require the calling of an extra-ordinary general meeting to consider the terms, continuance or termination of the employment of the Manager. The issues before the meeting shall be determined by Ordinary resolution and the Board will govern itself in accordance with such resolution;
  - iii. any Manager employed by the Board need not devote such persons full time to the performance of the duties of the Corporation so long as those duties are performed in good and sufficient fashion and may (without limiting the generality of the foregoing) act as rental or leasing agent for any Owner to the extent that so doing will not interfere with or unreasonably impede the performance of their duties for the Corporation;
  - iv. the Manager shall maintain professional liability insurance and commercial general liability insurance, each having a limit of not less than \$1,000,000.00 and a fidelity bond (as provided in By-law 39) for the benefit of and naming the Corporation. This insurance shall contain an endorsement stipulating that it will not be cancelled or materially modified without thirty (30) days prior written notice to the Corporation. The Manager shall provide, on demand by the Board, certified copies of the insurance and bonding or at the Board's option, certificates of such

insurance and bonding in a form acceptable to the Board; and

- h) from time to time pass resolutions to regulate, manage, administer and control the use of the Common property including but not restricted to deposits, the hours of use, supervision of, reservations for, security of, privacy and access to the Common property.

## **16. MEETINGS**

- a) All meetings of the Corporation shall be conducted according to Robert's Rules of Order;
- b) All general meetings of the Corporation, other than Annual General Meetings, shall be called extra-ordinary general meetings.

## **17. CONVENING OF CORPORATION MEETINGS**

The Board may, whenever it thinks fit, and shall within Twenty-One (21) days, upon a requisition in writing made by persons entitled to vote representing Two Thousand Five Hundred (2,500) Unit factors, convene an extra-ordinary general meeting. The Board will convene Annual General Meetings of the Corporation as and whenever required by the provisions of these By-laws. All meetings of the Corporation shall be held at the City of St. Albert, Alberta.

## **18. NOTICE OF MEETINGS**

At least seven (7) days' notice of every general meeting of the Corporation specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered Mortgagees who have notified their interests to the Corporation, but accidental omission to give notice to any Owner or to any Mortgagee or non-receipt of notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meeting. Prior to the convening of any general meeting, in order to establish a voting list, the Board shall obtain copies of titles to all Units.

## **19. BUSINESS**

Subject to the provisions of the Act, and with the exception of New Business, all business shall be deemed ordinary that is transacted at an Annual General Meeting of the Corporation. All business whatsoever that is transacted at an extra-ordinary general meeting or New Business at the Annual General Meeting shall be deemed special.

## **20. CHAIRMAN OF CORPORATION MEETINGS**

The President, and in such persons absence, the Vice-president of the Corporation shall act as Chairman of the meeting of the members of the Corporation. In the absence of both the President and Vice-president, then at the commencement of the meeting, a Chairman of the meeting shall be elected.

## **21. ORDER OF BUSINESS AT CORPORATION MEETINGS**

The business at any properly convened meeting of the Corporation, unless altered or amended by a majority of those in attendance, who are entitled to vote, shall be as follows:

- a) Call to order by the Chairperson (election of Chairperson if necessary);
- b) Call the roll/establishment of quorum;
- c) Adoption of Agenda;
- d) Proof of notice of meeting;
- e) Reading and disposal of any unapproved minutes;
- f) Reports of Officers;
- g) Reports of Committees;
- h) Financial Report and Appointment of Auditors;
- i) Capital Replacement Reserve Fund Report;
- j) Unfinished Business;
- k) Ratification of Past Acts of Board members & Officers;
- l) New Business;
- m) Election of members of the Board (if necessary);
- n) Adjournment.



## **22. QUORUM REQUIRED**

Except as otherwise provided in these By-laws, and in particular By-law 23, no business shall be transacted at any meeting of the Corporation unless a quorum of persons is present at the time when the meeting proceeds to do business. Notwithstanding By-law 30(c), a quorum at any meeting of the Corporation shall consist of persons present in person or by proxy, representing no less than Two Thousand Five Hundred (2,500) Unit factors.

## **23. ADJOURNMENT FOR LACK OF QUORUM**

If within fifteen (15) minutes from the time appointed for a meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned for a further fifteen (15) minutes and if after the fifteen (15) minute adjournment a quorum is not present, the persons entitled to vote who are present constitute a quorum.

## **24. RESOLUTIONS**

At any meeting of the Corporation a resolution moved or proposed at a meeting shall be decided on by a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy. Unless a poll is so demanded for any resolution, a declaration by the Chairperson that a resolution has on the show of hands, been carried or defeated, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. If a person demands a poll, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

## **25. METHOD OF TAKING A POLL**

A poll, if demanded, shall be taken in such a manner as the Chairperson thinks fair and the result of the poll shall be deemed to be the resolution of the motion for which the poll was demanded.

## **26. EQUALITY OF VOTES**

In the case of equality in the votes whether on a show of hands or on a poll, the Chairperson of a meeting of the Corporation is entitled to a casting vote in addition to such person's original vote.

## **27. VOTING**

On a show of hands each person entitled to vote shall have at least one (1) vote; on a poll the votes of persons entitled to vote shall correspond with the Unit factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special resolution all matters shall be determined by an Ordinary resolution.

## **28. MANNER OF VOTING**

On a show of hands or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote may indicate that he is showing hands with respect to a number of votes, provided that such person's proxy is in order if he is voting as proxy, and the votes shall be so counted.

## **29. PROXIES**

Every Owner or Mortgagee entitled to vote at a meeting of the Corporation, may appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at any such meeting, in the same manner, to the same extent and with the same power as if the Owner or Mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing, and signed by the appointer, or such persons attorney authorized in writing, or if the appointer is a company or other corporate entity, either under its corporate seal or under the hand of an officer or attorney so appointed. A proxy may be general or for a particular meeting or restricted to a particular purpose identified on the proxy and shall be deposited with the Secretary of the meeting before any vote is cast under its authority. Any proxy may be revoked by notice in writing filed with the Secretary before the time of the meeting or by the appointer's attendance at the meeting. The Chairperson of the meeting shall rule on the validity of any proxy.

## **30. ENTITLEMENT TO VOTE**

There are no restrictions or limitations on the right to vote other than the following:

- a) such restrictions as are set out in the Act or these By-laws;
- b) where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the Mortgagee, a power of voting conferred upon such Owner by the Act or by these By-laws may be exercised as follows:

- i. the Corporation (at the Corporation's address for service) of the mortgage in writing and is present at the meeting at which the vote is being conducted;
- ii. second, by the Owner; and
- iii. first, by the Mortgagee, if any, that is first entitled in priority if that Mortgagee has notified third and subsequently, in order of their priority amongst themselves by any other Mortgagees who are subsequent in priority to the Mortgagee referred to in By-law 30(b)(i) if the subsequent Mortgagee wishing to exercise the power of voting has notified the Corporation (at the Corporation's address for service) of the Mortgage in writing and is present at the meeting at which the vote is conducted;

These provisions shall apply only if Section 26 of the Act continues in force unless the Act is amended to provide otherwise;

- c) no Owner or Mortgagee (or their respective proxies if any) shall be entitled to vote at any Corporation meeting (annual or extra-ordinary) if the Owner is in arrears of any sums (including Condominium fees) payable to the Corporation for more than thirty (30) days prior to the day that the power of voting may be exercised;
- d) notwithstanding the foregoing, the presence of any defaulting Owner, such persons proxy or eligible Mortgagee, shall be included in the count for quorum pursuant to By-law 22.

### **31. VOTE BY CO-OWNERS**

Co-Owners may each vote in person or by proxy. Each co-owner or proxy is entitled to vote on a show of hands. Any co-owner or proxy may demand a poll, and on any poll each co-owner or such persons proxy is entitled to such part of the vote applicable to a Unit as is proportionate to the Owner's interest in the Unit factors for the Unit. The combined vote of the co-owners shall represent the vote of the Unit with the appropriate distribution of the unit factors.

### **32. SUCCESSIVE INTEREST**

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

### **33. 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 the latter may not vote.

### **34. SIGNED RESOLUTIONS**

- a) A resolution of the Board in writing signed by all of the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held. This may include email, fax or a scanned copy;
- b) Subject to the provisions of the Act, and these By-laws, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing, signed in person or by proxy as contemplated in these By-laws shall be as valid and binding as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an Ordinary resolution or Special resolution as the case may be in accordance with the requirement of these By-laws and the Act. Notwithstanding the foregoing, any Resolution made without a meeting shall be only at the call of the Board.

### **35. OBSERVANCE OF BY-LAWS/SEVERANCE**

The Corporation, the Board and all Owners, Tenants and Occupiers of the Units shall observe and obey all such By-laws as are applicable to each of them and as amended from time to time. If any provision or provisions of these By-laws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these By-laws and the remaining provisions of these By-laws shall remain in full force and effect as if the severable provision or provisions had not been included in these By-laws.

### **36. AMENDMENT OF BY-LAWS**

These By-laws may be added to, replaced, amended, or repealed by Special resolution of the Corporation and not otherwise.

### **37. FINANCIAL STATEMENTS**

The annual financial statements produced by the Board shall be either reviewed or audited and certified by auditors or certified accountants appointed by the Corporation.

### **38. EXPENDITURES BY MANAGER**

Any Manager engaged by the Corporation through the Board may, on Resolution of the Board, from time to time make expenditures not to exceed One Thousand (\$1,000.00) Dollars per month without specific approval of the Board, but any expenditure in excess of One Thousand (\$1,000.00) Dollars must be approved by the Board. The Board may revoke such Resolution at any time by a further Resolution of the Board.

### **39. BONDING OF MANAGER/BOARD**

- a) Any Manager shall be bonded for the loss of any money or other property through any fraudulent or dishonest acts of the Manager, its agents or employees. The bond limit shall not be less than Fifty Thousand (\$50,000.00) Dollars, however, the Board, in its sole discretion has the right to increase this amount. The bond shall include, as insured's, the officers and directors of the Manager. Furthermore, the bond shall also contain an endorsement stipulating that it will not be cancelled or materially modified without thirty (30) days prior written notice to the Corporation. The Manager shall provide, on demand by the Board, a copy of the bond;
- b) Where the Corporation has employees who have access to Corporation funds, the Board on behalf of the Corporation, shall obtain a bond from a recognized bonding institution covering loss by fraudulent or dishonest acts by employees of the Corporation and extended to bond all Officers and all members of the Board for loss of funds or other property of the Corporation in an amount of not less than Ten Thousand (\$10,000.00) Dollars.
- c) The Owners may, on Ordinary resolution of the Corporation, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than one year's common expenses.

The cost of any bonding of the Board shall be a Common expense of the Corporation.

#### **40. ESTOPPEL CERTIFICATE**

Any certificate, required in writing, as to the Owners' position with regard to Common expense assessments (Condominium fees), or otherwise, issued by the Corporation under the corporate seal, shall be deemed an Estoppel Certificate. The Corporation and all of the Owners shall be estopped from denying the accuracy of such Certificate against any Mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against any Unit Owner of all obligations of the Unit Owner whether improperly stated in such Estoppel Certificate or not.

#### **41. NOTICE OF DEFAULT TO MORTGAGEE**

Any notice of default, whether for non-payment of Condominium fees or otherwise, sent to an Owner may also be sent to those Mortgagees holding mortgages on the Owner's Unit.

#### **42. NOTICE**

- a) Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:
  - i) upon the Corporation if delivered by hand to any Board member or mailed by depositing the same in a post box, enclosed in a postage-prepaid envelope addressed to the Corporation at its registered address as filed at the Land Titles Office;
  - ii) upon an Owner by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners), by leaving same at the Unit, or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of such persons Unit (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any e-mail address or fax number provided to the Corporation by the Owner or such other electronic means as agreed, in writing, between the Owner and the Corporation;
  - iii) upon a Mortgagee of a Unit by delivery by hand to the Mortgagee (or if the Mortgagee is a company, to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Mortgagee at the address of such Mortgagee as recorded at the Land Titles Office or such other address as provided, in writing, by the Mortgagee to the Corporation; any notice providing for or contemplating any

meeting or any acts or steps that would, if approved or taken, involve the winding up of the Corporation, shall be given by prepaid registered mail addressed to the Mortgagee as aforesaid;

- b) The Corporation may change its address for service by resolution of the Board causing the change in address to be recorded at the appropriate Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice, in writing, of the change to the Corporation in the manner aforesaid.
- c) Any notices, demands or requests served by mail shall be deemed to have been received seven (7) days after the time of mailing, provided, however, that if there is an interruption of mail service, the notice shall not be deemed to have been received until the seventh day following restoration of normal mail service.

## 43. INSURANCE

The Board, on behalf of the Corporation, shall obtain and maintain, subject to Section 47 of the Act and the Regulation, the following insurance:

a) Property Insurance

Insurance on all of the Units (excluding furnishings, improvements, fixtures and any property brought into or installed in a Unit by any Owner), and all the insurable Common property and all insurable property both real and personal of any nature whatsoever of the Corporation, and without limiting the generality of the foregoing, such insurance shall provide for and include the following:

- i. the perils insured against shall be "All Risks" (as generally understood in the insurance business) of physical loss or damage;
- ii. the coverage will provide for settlement on the basis of replacement cost and that no deduction for depreciation shall be made from any settlement;
- iii. that no breach of a statutory or other condition of the policy by any one insured will cause the policy to become void as respects the interests of the other insured's and that the provisions of Standard Mortgage Clause IBC 3000 (or its equivalent) shall be read into the insurance for the benefit of all Mortgagees of a Unit;
- iv. any coinsurance clause shall be on a stated amount basis (and not on any other

basis) and only in such a fashion as to not diminish the amount of any claim settlement;

- v. the insurers' rights of recovery against the Corporation and the members of the Board are waived and that the insurers' rights of recovery against any Owner (and any residents of an Owner's household, such persons spouse, the relatives of either and any other person under the age of majority in the care of an Owner or such persons spouse) are waived, except with respect to arson, fraud and vehicle impact;
- vi. such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the Owners and the Corporation including all registered Mortgagees who have provided written notice of their mortgages to the Corporation;
- vii. such policies shall also provide that the Corporation (or, if the By-laws designate an Insurance Trustee, the Insurance Trustee) shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special resolution of the Corporation or by order of a Court having jurisdiction in that behalf to settle a scheme or to terminate the Condominium status of the building or Parcel. In such instance, the Insurers' option to repair, rebuild or replace the property damaged or lost shall be deleted or waived;
- viii. the Insurance Trustee, if the Corporation so designates an Insurance Trustee, shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and boiler and machinery insurance policies effected by the Corporation;

b) Liability Insurance

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the enforcement of By-laws and the control, management and administration of the Corporation's real and personal property and the Common property. Limits of liability under such insurance shall not be less than two million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to



property including loss of use thereof. All policies of insurance shall include as Insured's the Corporation, the Board and the members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board, and the Insurance Trustee if there be one. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each Insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected. The Board shall also secure coverage for:

- i. liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common property; and
- ii. liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles;

c) Errors and Omissions Insurance

The Board shall also obtain and maintain:

- i. Directors and Officers Liability Insurance protecting the members of the Board and its officers or any committees established by the Board, against insurable claims incurred by any Board member or officer arising out of any action or omission by any Board member or officer with respect to carrying out the functions and duties of a Board member or officer; and
- ii. coverage for liability incurred by the Corporation arising out of an action or omission of a Board member or an officer of the Corporation with respect to carrying out the functions and duties of a Board member or officer;

In renewing such policy from time to time, the Board shall ensure that the insurance is no less favorable than the expiring insurance, or if substantially equivalent coverage is unavailable, the next best available coverage. However, if such insurance is not available at reasonable cost then the cost of the renewal or replacement insurance shall not be more than double the expiring insurance and in such a case the Board shall purchase as much coverage as is possible for such amount.

d) Other Insurance Considerations

Prior to obtaining any policy of fire insurance or renewal thereof the Board shall obtain an appraisal (or appraisal update) from a qualified and reputable appraiser of real property, of the full replacement value of all of the property required to be insured by the Corporation, and the Board shall maintain insurance at the levels required by the Act and

by these By-laws and as suggested by the appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance placed by the Corporation. The Board shall review the insurance coverage at least annually and shall increase insurance at its discretion.

Owners shall obtain and maintain a condominium Unit Owner's Insurance Policy which includes at least one million dollars (\$1,000,000.00) in third (3rd) party liability coverage and provide proof of same to the Corporation upon receiving written notice requesting same from the Board.

In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by any Owner or a Mortgagee.

On the written request of an Owner, Purchaser or Mortgagee of a Unit, in the case of a request or:

- i. the policy of insurance, the Corporation shall provide a copy of the policy to the person making the request within thirty (30) days from the day of receiving the request; or
- ii. an insurance certificate, the Corporation shall provide the certificate to the person making the request within ten (10) days from the day of receiving the request.

#### **44. INSURANCE DEDUCTIBLE**

- a) Where an Owner makes any claim on the Corporation's insurance, the Owner shall initially pay for any insurance deductible. The Owner may obtain reimbursement for the deductible from the Corporation where it is shown that the claim arose as a result of the Corporation's negligence or willful conduct;
- b) Where the Corporation has made an insurance claim and paid the deductible it may recover the deductible from an Owner(s) where it is shown that the claim arose as a result of an Owner's use, ownership, occupancy of any Unit common property (whether negligent or not) or the Owner's negligence and treat it as a contribution due to the Corporation.

#### **45. OWNER'S USAGE**

An Owner shall not:

- a) use such persons Unit for any purpose that may be illegal or injurious to the maintenance and well being of the buildings, Units and amenities comprising the Parcel;

- b) make or permit any disturbing noises on the Common property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel or Units. No Owner shall play or permit to be played loudly any musical instrument, phonograph, stereo, computer, radio, television or any other amplified sound device, nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other members or occupants of the Units;
- c) keep any animals in such persons Unit or on the Common property other than those authorized by these By-laws;
- d) when the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the registered Condominium Plan, use or permit the use of such Unit for any other purpose;
- e) render a Unit unfit for human habitation; or
- f) fail to maintain and repair his Unit. For certainty, an Owner shall take appropriate winterization steps to ensure that his Unit's plumbing, electrical, heating, ventilation and cooling systems are in good working order and that they are repaired, maintained and replaced where necessary. The Corporation shall not be liable for any loss that is sustained due to failure of any plumbing, electrical, heating, ventilation and cooling systems in the Unit and an Owner shall be responsible for any loss to the Corporation or other Owners, Tenants or Occupiers should an Owner fail to observe this By-law.

#### **46. ONE FAMILY UNIT**

- a) By enacting these By-laws, the Owners affirm their collective intent to preserve the character of the project and the Units as private single family residences. For the purpose of these By-laws:
  - i. "private single family residence" means a Unit occupied or intended to be occupied as a residence by one (1) family alone;
  - ii. no Unit shall be used or represented to the public as a boarding house, rooming house, time share facility;
  - iii. no Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit, and without limiting the generality of the foregoing, no Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless

practitioner, or other professional person, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, be withdrawn at any time on thirty (30) days notice. Prior to any authorization being given by the Board, the Owner of the Unit shall provide, to the Board, satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity;

- iv. in the event the Board grants permission to use a Unit other than as a one family residence, it shall be the responsibility of the Owner or Occupier of the Unit, as the case may be, to ensure that compliance has been met with all By-laws, rules, regulations, Municipal Bylaws and statutes that apply in the circumstances; and
- v. the number of persons, adult and children, occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or authorities.

b. The restrictions in use have the following Purposes:

- i. to provide for the health and safety of condominium occupants;
- ii. to maintain the Common property and Units in such a manner as to preserve property values;
- iii. to provide for the peace, comfort and convenience of the Owners and occupant to develop a sense of community.

## **47. STRUCTURAL ALTERATIONS**

An Owner shall ensure that:

- a) no alterations, additions, decoration, redecoration, changes or installations be made on or adjoining the outside of any Unit by any Owner without the prior consent in writing of the Board;
- b) no structural alteration be made to the outer boundary of any Unit including walls (whether partition walls, bearing walls, or otherwise), ceiling and floor or to any bearing walls or structures within the Unit or to any exterior door or window, without the prior written consent of the Board;
- c) no changes be made in the plumbing, drainage, electrical or gas system within or outside any Unit, without the prior written consent of the Board;
- d) any changes to a Unit comply with all municipal, Provincial, and Federal laws, (including all applicable Building Codes) and that any required permits are secured from the appropriate authority; and
- e) air conditioning systems can be located outside of a Unit, but no window air conditioning systems are permitted;
- f) Window and Door replacements must be done by a certified installer whose credentials must be provided to the Board prior to installations being performed;

Failure to comply with this By-law will result in the responsible Owner being liable for all costs incurred by the Corporation including Legal costs, for restoring any alterations or changes made by the Owner.

## **48. FIRE HAZARD**

No Owner shall:

- a) do or permit anything to be done in a Unit or on the Common property or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or Unit comprising part of the Parcel, or on the property kept

- therein or which would render invalid any insurance maintained by the Corporation;
- b) obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy on any building or Unit comprising part of the Parcel or any part thereof; or
  - c) do anything that conflicts with any of the rules and ordinances of the Municipal Health Department or with any statute or municipal bylaw or with any other law whatsoever.

#### **49. WATER**

Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair. Water must be turned off in vacant Units. The Corporation shall not be responsible to an Owner for any loss, damage or expense caused by:

- a) any overflow or leakage of water from any other Unit, Common property or property of the Corporation;
- b) the breaking or bursting of any pipes or plumbing fixtures including any pipes or plumbing fixtures located within a Unit; or
- c) any other manner whatsoever;

unless such damage results from a negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.

#### **50. PLUMBING**

Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, grease, rubbish, rags, ashes, disposable diapers or other substances shall be deposited or flushed through such apparatus.

#### **51. COMBUSTIBLE MATERIALS IN A UNIT**

No stores of gasoline, coal, propane or other combustible or flammable goods or materials or any hazardous goods, shall be kept in any Unit (normal cleaning products and related household goods excepted) except as permitted by Provincial or Municipal fire regulations.

## **52. SIGNS (UNITS)**

No signs, billboards, notices or other advertising matter of any kind (including "For Sale" signs) shall be placed on any part of a Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.

## **53. ANTENNAE/SATELLITE DISHES**

- a) No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common property, without the consent, in writing, of the Board which consent may, on reasonable grounds be withheld or, if given, withdrawn on reasonable notice. Notwithstanding the foregoing, no satellite dish greater than .8 metres (approximately 30 inches) in diameter shall be placed anywhere on the Common property or outside any Unit. The Board shall always have the final say as to the location of any satellite dish.
- b) Any Owner installing any satellite dish, antenna, aerial, tower or similar structure and appurtenances thereto, must provide and maintain with the Corporation a deposit, as may be set from time to time by the Board, but shall not be less than Five Hundred (\$500.00) Dollars. This deposit to be used to repair any damage caused by the installation, operation or removal of the satellite dish. No interest shall be payable on the deposit. The installation and removal of any satellite dish is to be carried out by a qualified person, approved by the Board, who must provide the Board with proof of his or her qualifications, as well as appropriate insurance coverage. Upon removal of the satellite dish the Board will arrange for an inspection with the cost of the inspection and any necessary repairs being deducted from the deposit with the balance, (if any) to be refunded upon completion of any repairs. Any additional costs (not covered by the deposit) arising from the installation, operation or removal of the satellite dish will be the Owner's responsibility.

## **54. DECORATING**

No portion of any Unit required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent, in writing, of the Board.

## **55. LAUNDRY**

No laundry shall be hung outside any Unit or on the Common property.

## 56. AWNINGS

Neither awnings nor shades shall be erected over the outside of the windows, nor shall any articles be hung or placed outside window sills of any Unit.

## 57. ANIMALS

- a) No animal (also referred to as a "pet") of any kind shall be kept in any Unit unless approved in writing by the Board, which approval the Board may on reasonable grounds withhold, and may, if given, withdraw upon breach of the Act or the By-laws by the Owner or the pet, at anytime on fifteen (15) days notice;
- b) If the Board, in its sole discretion, deems any pet whatsoever to be or be causing unreasonable disturbance to other Unit occupiers or to be a hazard to or harmful to any common property or to other Owners or Unit occupiers, then the Owner of the Unit or the occupier of the Unit in which such pet is kept shall forthwith, on notice from the Board, remove or cause to be removed such pet from such persons Unit and such pet shall thereafter not be kept in that Unit or on the Common property at any time;
- c) Any and all permitted pets which may bear a leash must bear one when on the Common property and kept under control and in the custody of a responsible person at all time who shall not allow the animal to defoul, defecate, exercise or run at large on any part of the Common Property. No Owner shall feed any animals or wildlife, including squirrels, pigeons, gulls or other birds from the windows or doors of their Unit, or anywhere in close proximity to the Units without the written approval of the Board;
- d) Owners will be responsible for cleaning up after their pet and for any damage caused by their pet and shall indemnify the Corporation for any costs incurred, including any Legal costs;
- e) Any Owner of a pet at the time these By-laws are registered shall, subject to these By-laws, be entitled to keep that pet, if previously approved by the Board. All new pets must be approved as contemplated in By-law 57(a) moreover, all pets must be licensed where required by the City of St. Albert.



## **58. DEBRIS**

Nothing may be thrown out of the windows or doors of a Unit or from any Maintenance Area or patio adjacent to a Unit.

## **59. TENANTS**

- a) An Owner shall not lease or grant possession of such persons Unit to any Tenant and no Tenant shall move into or occupy a Unit;
  - i. until the Owner complies with the deposit requirements of the Corporation and provides the Corporation with an address for service of any notice that may be served pursuant to the Act or the By-laws as well as the name of the Tenant;
  - ii. unless the Tenant undertakes in writing to be bound by and comply with the Bylaws, with the undertaking being provided to the Corporation within twenty (20) days of the Tenant taking possession of the Unit;
  - iii. until the Owner gives notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the Tenant to be bound by the By-laws; and
  - iv. unless the Owner maintains a copy of the By-laws in the Unit for the Tenant's use.
- b) Nothing in these By-laws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all By-laws by all persons using or occupying such persons Unit. Anyone in possession of a Unit is bound by the By-laws.
- c) Any Tenant of a Unit on receiving notice from the Corporation that the Owner of the Unit is in default of any payment or contribution or assessment levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the contribution or assessment levied or the installment or installments in arrears (Condominium fees and arrears) and any interest owing for the contribution, installment or assessment levied and the Tenant shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the Tenant.

## 60. GARBAGE

At no time shall mops, brooms, rugs and so forth be cleaned out of a window of a Unit. Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all bylaws and regulations of the Municipal authority in that regard. The following procedures must be observed with respect to garbage disposal:

- a) garbage shall be completely drip free before it leaves the Unit and carried to the pick-up areas in a careful manner to the designated area or placed in the Corporation compound garbage bin;
- b) hazardous waste and bulky items such as (but not limited to) furniture, appliances, building or renovation materials and tires, must be taken by the Owner to the Municipal dump or other such facility for the collection of such items;
- c) Owners shall not deposit garbage bags or refuse on the doorsteps of any Unit. Garbage and refuse must be placed at the designated area or placed in the Corporation compound garbage bin;
- d) failure to comply with the above may result in a fine being levied against the Unit owner as per Schedule "A".

## 61. NOISE

Owners, their families, guests, Tenants, Occupiers, visitors, and staff shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of the Parcel by other Owners, their

families, guests, visitors, and persons having business with them. No noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other Owners, shall be permitted. Without limiting the generality of the foregoing no noises shall be permitted or caused that exceeds the following decibel (db) limits (as measured by a sound meter approved by the Board for use):

- a) 65 db(a) on the A Scale between the hours of 11:00 p.m. and 8:00 a.m.; and
- b) 78 db(a) on the A Scale between the hours of 8:00 a.m. and 11 : 00 p.m.

Set out in Schedule "B" are examples and comparisons of various db(a)s at three (3)feet.

## **62. CONSTRUCTION**

Owners may work or permit work to be done in the Unit that would otherwise disturb any other Owner, Tenant or Occupier, between the hours of 8:30 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. to 6:00 p.m. on weekends and statutory holidays, without the prior written consent of the Board.

## **63. SALES AND EXHIBITS**

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction, yard, garage or other sales shall be held in any Unit or on the Common property without the prior written consent of the Board.

## **64. PRIVACY**

No Owner shall trespass, or permit any occupant of such persons Unit to trespass, on any part of the Parcel or Common property to which another Owner is entitled to exclusive use.

## **65. OBSTRUCTION**

No Owner shall erect or plant or cause to be erected or planted, any fence, screen, barrier, awning, partition, tree, shrub, hedge or flower on or which overhangs any part of the Common property not exclusively occupied by such Owner or upon any Maintenance Area surrounding such persons Unit, without the prior written consent of the Board. Any consent required by this By-law may be arbitrarily withheld. Failure to comply with the above may result in a fine being levied against the Unit owner as per Schedule "A".

## **66. HEALTH**

a) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or Municipal bylaw or injurious to health of

any Owners, Tenants or Occupiers or to the regulation of the Units or in any way in violation of any laws whatsoever;

b) Units must be kept clean and in good order and free of insects and vermin.

## **67. PERSONAL BELONGINGS**

All Owners will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept on the patio or at the entranceways to their Units, to be kept in their Units when not in actual use. Each Owner will comply with all requests of the Board or its representative that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's Unit when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

## **68. PARKING AREAS**

- a) No Owner shall park such person's motor vehicle on any part of the Common property unless the area is designated or allotted by the Board for such person's exclusive use;
- b) A visitor may only park such person's motor vehicle in those areas designated by the Board for such visitor parking;
- c) Each Unit shall be assigned a parking stall;
- d) No motor vehicle or any other obstacles may be left on or parked in the emergency access routes by an Owner, Tenant or Occupier of a Unit.

## **69. MOTOR VEHICLES**

- a) No motor vehicles other than a private passenger vehicle, half-ton truck, motorcycle, pick-up truck or van, shall be parked in any parking space or stall within the Common property without the written consent of the Board, which consent the Board may arbitrarily withhold and may, if given, withdraw at any time on fifteen (15) days notice. Notwithstanding the generality of the foregoing, no motor vehicle over Two Thousand (2000) kg shall be brought on to any part of the Common property without the written permission of the Board;
- b) Notwithstanding Section 69(a), No motor vehicle, including vehicles used for furniture moving, house trailer, motor home, tent trailer, boat, trailer, snowmobile, mechanical toboggan, all terrain vehicle (ATV), machinery or equipment of any kind shall be parked or driven on any part of the Common property other than as provided for under these By-laws for a period of Twenty-four (24) hours;

- c) No oil changes, adjustments or repairs to motor vehicles may be carried out on the Common property;
- d) A motor vehicle which is:
  - i. not in running order;
  - ii. undergoing repairs of any nature;
  - iii. not insured;
  - iv. not displaying valid license plates; or is
  - v. persistently or excessively leaking fluids; shall not be parked or located upon the Parcel except as permitted by the Board.
- e) Parking of motorcycles requires a base beneath the kick stand to prevent damage to the parking stall.
- f) No motor vehicle used for furniture moving or deliveries, shall be driven on any part of the Common property other than on a driveway, roadway, or parking stall

## **70. USE AND ENJOYMENT**

Subject to By-law 72, the Owner of each Unit may obtain the right to the exclusive use and enjoyment of such portions of the Common property as may be designated by the Corporation. Without limiting the generality of the foregoing, the Corporation may grant to the Owner of a Unit, on such terms and conditions as the Board may determine, the right and license to exclusive use of the Maintenance Area immediately adjacent to the Unit, provided, however, the Corporation at its sole option may at any time and from time to time withdraw and terminate such right for any or all Units upon giving sixty (60) days notice. Each Owner shall, subject to By-law 71, have the exclusive and irrevocable right to the exclusive use and possession of any patio or yard, adjacent to such persons Unit, provided that the Owner shall observe and perform all obligations relating to such exclusive use areas.

## **71. CARE AND MAINTENANCE OF MAINTENANCE AREAS**

Each Owner shall (whether or not he is granted any exclusive right or license to use) keep and maintain all portions of all lawns, shrubs, and other landscaping in or upon the Maintenance Area immediately adjacent to such persons Unit in a neat, trim, clean and well-groomed condition and in a generally well cared for state consistent with good and proper lawn and landscaping care.

Furthermore, each Owner shall keep all back steps, within the Maintenance Area sidewalk(s) free and clear of all obstruction, dirt, snow, ice and refuse of any kind. If any Owner shall fail to maintain any patio or deck assigned or licensed to him in accordance with these By-laws, after ten (10) days notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may attend to the maintenance and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify the maintenance problem and pay Interest (as stipulated in By-law 1.1 (k)).

The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any Maintenance 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 re-pass over, and occupy any and all parts of such Maintenance Area for the purpose of carrying out any of the duties or functions of the Corporation.

## **72. EXCLUSIVE USE**

Owners are granted the right to the exclusive use and enjoyment of the exterior doors, windows, lights, hose bibs, electrical outlets and mailbox adjacent to the Unit. The Owner of a Unit has no right to use any portion of the Common property designated by the Corporation for the exclusive use of the Corporation or another Owner of any other Unit.

## **73. SIDEWALKS, WALKWAYS AND PARKING AREAS**

The sidewalks, walkways, passage ways, driveways and parking areas shall not be obstructed by any Owner, such persons family, guests, Tenants or visitors or used by them for any other purpose than for entering and leaving such persons Unit; parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner, Tenant or Occupier of a Unit shall trespass in any parking areas in which the Owner or Tenant of another Unit is entitled to use and occupy.

## **74. LANDSCAPING AND OTHER COMMON PROPERTY**

Owners, their animals (pets), their families, guests, Tenants, Occupiers, visitors and staff shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the buildings and other fixed improvements forming part of the Common property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all chattels owned or kept by the Corporation.

## **75. COMBUSTIBLE MATERIAL ON COMMON PROPERTY**

No stores of gasoline or any other combustible or flammable goods or materials, and no dangerous, hazardous or toxic goods, provisions or materials of any kind shall be kept on any part of the Common property except as permitted, in writing, by the Board.

## **76. STRUCTURES ON COMMON PROPERTY**

- a) Without the written consent of the Board, no building, structure, hot tub, deck, patio or tent shall be erected on the Common property;
- b) No trailer either with or without living, sleeping, or eating accommodation and no tent, shed, motor home, or portable building shall be placed, located, kept or maintained on the Common property except with the prior written approval of the Board. If any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner;
- c) No part of the Common property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage containers, recreation or athletic equipment, fences or other barriers, hedges, trees, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only with the prior written approval of the Board. If such approval has been given, the Board may subsequently withdraw such approval and in such event the Owner shall, forthwith, comply with the direction of the Board to remove such item, or items.

## **77. SIGNS (COMMON PROPERTY)**

Except as otherwise permitted by the By-laws, no signs, billboards or other advertising matter of any kind and no notices of any kind (including "For Sale" signs) shall be placed on any part of the Common property without the prior written consent of the Board.

## **78. APPEARANCE OF UNIT**

Nothing shall be hung or placed on any part of the Common property, or within a Unit that is, in the opinion of the Board, aesthetically displeasing when viewed from the outside of the Unit.

## **79. PERSONAL PROPERTY AND INJURY**

- a) The Corporation or its Board members, Officers, agents or employees will not be responsible to any Owner, Tenant or Occupier of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner, Tenant or Occupier of a Unit including but not limited to:
- i. the parking and any storage areas provided on the Common property;
  - ii. any part of the Common property designated for the exclusive use and enjoyment of any Owner, Tenant or Occupier;
  - iii. any contents, personal property, or improvements in or to any Unit; or
  - iv. any personal injury occurring on the Parcel, or any improvements on it.
- b) The insuring of any contents or improvements within or to a Unit is the sole responsibility of the Owner, Tenant or Occupier of the Unit, and an Owner, Tenant or Occupier of a Unit shall not require the Corporation or its Board members, Officers, Agents or employees to repair any damage to any contents, personal property, or improvements within or to the Unit however caused. No Owner, Tenant or Occupier of a Unit shall be entitled to claim or shall claim any compensation from the Corporation for any loss or damage to the property or person of the Owner, Tenant or Occupier of a Unit arising from any defect or want of repair to any part of the Parcel, or any improvements on it.

## **80. SALES ON COMMON PROPERTY**

No auction, yard, garage or other sale shall be held in or about the Common property without the consent in writing of the Board.

## **81. RECREATIONAL USE**

No portions of the Common property shall be used for recreational purposes by any Owner and no Owner shall permit any other person to use such areas except as otherwise permitted in the Board's absolute discretion and only then if the consent of the Board is first obtained in writing.



## 82. MAINTENANCE

- a) Each Owner shall be responsible for ice and snow removal from such persons Unit's front and back steps and the sidewalks in the Maintenance Area. Subject to By-law 8(c) and 71, the Corporation shall regularly maintain grass, trees, shrubs and all other walks in or about the Common property on behalf of the Owners and the Corporation shall maintain roadways, parking areas and any Common property lighting; provided, however, that the Corporation shall not be responsible for such care and maintenance of any Maintenance Areas which are the responsibility of individual Owners pursuant to the provisions of the By-laws;
- b) Each Owner shall be responsible for the repair and maintenance of such persons Unit and, where applicable, any assigned or licensed Maintenance Area. Should any Owner fail to maintain or repair in a manner satisfactory to the Board or its representative those items for which he is responsible after ten (10) days' written notice to do so given by the Board or its representative, then the Board or its representative, may affect the maintenance or repair. The Owner shall reimburse the Corporation for all monies expended for labor, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and such persons own client costs, incurred in respect of such maintenance or repair. The Board or its representative may use all or any of the remedies open to it or as set out in these By-laws, to recover such monies for the Corporation and such monies shall be a charge upon such persons Unit;
- c) Notwithstanding anything to the contrary herein expressed or implied each Owner shall be responsible for any alteration or damage caused to any of the Common property and those portions of the Unit for which the Corporation is responsible, including all items set out in By-law 8(j), by any acts of himself, such persons animals, members of such persons family, Tenants, invitees, contractors or licensees. Should any Owner fail to repair these areas in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labor, materials, normal overhead and all costs, including indemnification of the Corporation's Legal 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 and such monies shall be a charge upon such persons Unit to the same extent as they would be if they were unpaid Common expense charges assessed upon such persons Unit.

### **83. COMMON EXPENSES**

The Common expenses of the Corporation shall, without limiting the generality of the definition thereof, include the following:

- a) all levies or charges on account of electricity, water, garbage removal, gas and utility services supplied to the Corporation;
- b) the cost of and charges for all management fees;
- c) all costs and charges on account of landscaping, maintenance and snow removal from Common property;
- d) all reserves for the replacements of Common property and portions of Units or buildings, the replacement of which is the responsibility of the Corporation;
- e) all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible;
- f) all costs of and charges for maintenance and repair of the Common property for which the Corporation is responsible;
- g) 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 auditing, accounting, management, engineering and legal fees and disbursements;
- h) the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, Common expenses, municipal taxes, Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself;
- i) reserves for future maintenance and expenses and the Capital Replacement Reserve Fund and the cost of the Capital Replacement Reserve Fund Study, Plan or Report;
- j) all fees and charges for insurance for which the Corporation is responsible and that of any Insurance Trustee;
- k) all obligations of the Corporation or the Board created by the Act or these By-laws;

- l) all newsletter, memberships, Board training, honorariums, salaries, stipends, subscriptions, office equipment, supplies, printing and postage costs; and
- m) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

#### **84. ASSESSMENT FOR COMMON EXPENSES**

- a) At least thirty (30) days prior to the beginning of each fiscal year of the Corporation, the Board or, at its request, the Manager, shall estimate the amount of the Common expenses that will be incurred or required in such fiscal year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year). This estimate, of Common expenses, may be referred to as the "budget", with the Board adopting, by resolution, the budget. For the purposes of Section 43(3) of the Act, any budget approved by the Board also operates to approve the expenditure of monies identified in the budget;
- b) Each year's Common expenses shall be apportioned, levied and assessed to and upon each Owner in proportion to the Unit factors for such persons Unit as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against a Unit owned by the Corporation. Should the Board, from time to time and at any time, determine, acting reasonably, that a single Owner or less than all Owners are responsible for certain items of Common Expense to the exclusion of any other Owner(s), the Board may assess the Owner(s) so determined responsible for such Common Expense alone and to the exclusion of the other Owner(s), provided that, in so doing, the Board shall advise the Owners, in writing, of such limited assessment
- c) If at any time it appears that the estimated assessment or contribution towards the Common expenses will be insufficient to meet the needs of the Corporation, the Board may assess and collect a special assessment or assessments against each Owner in an amount sufficient to cover the additional Common expenses, the amount or amounts so assessed to and upon each Owner in proportion to the Unit factors for such persons Unit as shown on the Condominium Plan;
- d) The Board shall give notice of any special assessment to all Owners which shall include a written statement setting out the reasons for the special 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. If the special assessment is not paid in accordance with the notice, then it shall bear Interest (as stipulated in By-law 1.1 (k) calculated from the date due until paid;

- e) A special assessment may be levied for any reason including the non-payment of an Owner's assessment;
- f) Each Owner shall be obligated to pay any and all assessments and Condominium fees made pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in such fashion as the Board, or the Manager, as directed by the Board, shall designate. Interest (as stipulated in By-law 1.1 (k) ) is payable on all assessments, Condominium fees, payments, installments, levies or payments in arrears calculated from the date due of the same. 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 and recover its costs including Legal costs. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act;
- g) The omission by the Board before the expiration of any year, to fix the assessments hereunder for that year or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release of the Owner or Owners from their obligations to pay the assessments, or any installments thereof for that or any subsequent year, but the assessments for the preceding fiscal year shall continue until new assessments are fixed. No Owner can exempt himself from liability for such persons contributions toward the Common expenses by waiver of use or enjoyment of any of the Common property or by vacating or abandoning such persons Unit;
- h) The Treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common property, specifying and itemizing the maintenance incurred. Records and vouchers authorizing the payments involved shall be available, on written notice, for examination by an Owner, under the supervision by a Board member or such other person or persons as the Board may designate, at convenient business hours on weekdays.

## **85. DEFAULT IN PAYMENT OF ASSESSMENTS**

- a) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid common assessment, Condominium fee, levy, installment or payment (including Interest on arrears) due to the Corporation in respect of such persons Unit, which lien shall be a first, paramount lien against such estate or interest, subject only to the provisions of the Act;
- b) The Corporation shall have the right to file a caveat against the Unit or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, Condominium fee, Interest (as stipulated in By-law 1.1 (k), levy, installment or payment, provided that each such caveat shall not be registered until after the expiration of thirty

(30) days following the due date for the first payment in arrears;

- c) The Corporation shall be entitled to be paid by the defaulting Owner, on an indemnification basis, the Corporation's Legal costs incurred in preparing and registering the caveat and in discharging the caveat and shall not be obligated to discharge any caveat until all arrears of the Owner, including Interest and any other costs, including Legal costs are fully paid;
- d) As further and better security, each Owner responsible for any such unpaid assessment, installment or payment which is in arrears for more than thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof providing for their payment on demand with Interest (as stipulated in By-law 1.1 (k)) calculated from the due date of the same. 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, and recover any costs including Legal costs incurred by the Corporation;
- e) Nothing in these By-laws shall restrict or abrogate any rights or remedies given to the Corporation by the Act;
  - i. Any other Owner or person, firm or company whatsoever may pay any unpaid assessment, Condominium fee, levy, installment 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. Upon such payment being made, such person, firm or company shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce such persons lien, thereby created, in accordance with the Act;
  - ii. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, Condominium fee, levy, installment or payment shall be 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 the Corporation shall be entitled to recover its costs including Legal costs;
  - iii. The Board may, by resolution, accelerate all payments for the balance of the fiscal year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these By-laws, including all Legal costs of the Corporation;

- iv. Where there are any monies owed to the Corporation by an Owner, notwithstanding any direction by the Owner, unless otherwise resolved by resolution of the Board, any payments made by an Owner shall be applied firstly to any costs or expenses (Legal costs or otherwise) incurred by the Corporation, then any monetary sanctions imposed, thereafter to any Interest owing and lastly to the Condominium fees (including any Special Assessment) due to the Corporation.

## **86. COLLECTION OF CONTRIBUTIONS**

Unless the Board otherwise resolves, condominium fees shall be paid by monthly installments due on or before the first day of each month during the fiscal year for which such assessment is made and in that regard, may require either post-dated cheques or monthly electronic debit of the Owner's bank account. Upon notice, the Owner shall provide such post-dated cheques or execute any and all necessary forms required for such electronic debit.

## **87. CONDOMINIUM FEE PRIORITY**

Should the Corporation file a Caveat for unpaid Condominium fees, it shall be entitled to maintain and shall maintain a priority over all other claims and the Caveat may be enforced as contemplated under Section 39 of the Act.

## **88. VIOLATION OF BY-LAWS OR THE ACT**

- a) Any Municipal bylaws of the City of St. Albert shall apply to the Owners. Municipal (bylaw) Enforcement Officers are hereby authorized to enforce the City of St. Albert bylaws affecting the Common property or any Unit;
- b) Any infraction, violation or default of the Act or these By-laws or any resolutions established pursuant to these By-laws by an Owner, such persons servants, agents, licensees, invitees or Tenants may be corrected, remedied or cured by the Corporation (including, without restriction, actions, damages, or injunctive relief). Any Legal costs, fines, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of that Owner's assessment and shall bear Interest (as stipulated in By-law 1.1 (k) until paid. In addition, the Corporation may exercise powers provided for in Section 35 of the Act, namely, that upon resolution, the Board may impose sanctions (including monetary sanctions) as set out in Schedule "A". Where an Owner fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction expressed hereunder, the Corporation may proceed against an Owner pursuant

to Section 36 and 67 of the Act to enforce such sanction including without limitation, the eviction of an Owner and including all remedies open to the Corporation under the Act;

- c) In the event of a dispute between an Owner and the Corporation, upon the agreement between the Owner and the Corporation, they may refer matters to a mediator or arbitrator, as the case may be, for resolution. If the Owner and Corporation are unable to agree on a mediator or arbitrator, as the case may be, the Alberta Arbitration and Mediation Society is, subject to any agreement between the parties, authorized to appoint a person as mediator or arbitrator in respect to that dispute.

## **89. RECOVERY OF COSTS**

The Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money, including its Legal costs, which the Corporation is required to expend as a result of any act or omission by an Owner, such persons servants, agents, licensees, invitees or Tenants which includes, but is not limited to, By-law violations or any resolutions established pursuant to these By-laws and there shall be added to any judgment all costs of such action including the Corporation's Legal costs. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of such persons rights and the exercise of such persons remedies.

## **90. TRAFFIC SPEED AND DIRECTIONAL CONTROL**

All Owners shall observe and abide by any resolutions passed from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits, restricted parking, emergency access routes, and directional controls.

## **91. CHANGE OF LEGISLATION**

Should the Act change in the future, then these By-laws shall, automatically adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

## **92. NON-PROFIT CORPORATION**

The Corporation is not organized for profit. No member, 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 or director while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- b) any member or director 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 By-law 9(h).

## **93. COMPANY REPRESENTATIVES**

A Company owning a Unit may, by proxy, Power of Attorney, or Resolution of its directors, appoint such person as it thinks fit to act as its representative and to attend meetings of the Corporation and vote at such meetings on behalf of the Company. The representative shall only be entitled to so act if notice, in writing, accompanied by the Proxy, Power of Attorney or Resolution of the directors of the company, has been given to the Corporation.

## **94. AMENDMENT OF BY-LAWS**

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



## SCHEDULE "A"

### SANCTIONS

(See By-law 15(f) (i) and 89)

Prior to the imposition of any monetary sanction, a ten (10) day written notice of the By-law violation must be given to the offender. If the offender does not heed the written notice, then:

1. the offender shall pay the sum of One Hundred (\$100.00) Dollars, to the Corporation for the first (original) By-law violation;
2. on the second violation of any By-law, the offender shall pay One Hundred and Fifty (\$150.00) Dollars, to the Corporation;
3. on the third or subsequent violation of any By-law, the offender shall pay a minimum of Five Hundred (\$500.00) Dollars, to the Corporation, for each violation or such other sums as determined by the Board, provided those sums do not exceed the amounts permitted by the Act;
4. upon more than three (3) violations of any one of By-law 57, 60, 61, 67, 68 and 69, if the offender does not heed the written notices, the Board may apply to the Courts to revoke the privileges associated with any of the By-laws, including the exclusive use of any Maintenance Area to which the offence applies, and may also seek injunctive relief;
5. The imposition of any monetary sanction does not relieve any Owner of the responsibility to comply with the By-laws and to reimburse the Corporation for any damage to the Common property arising from any act, omission or negligence of the Owner or the failure of the Owner to comply with these By-laws.

**SCHEDULE "B"**

**COMPARISON OF db(a)s Decibels**

Examples of 65 decibels db(a)s at 3 feet

Clothes dryer ..... 51-65

Air conditioner ..... 50-67

Electric shaver .....47-68

Clothes washer .....59-71

Electric can-opener ..... 60-70

Food mixer ..... 59-75

Electric knife ..... 65-75

Examples of 78 decibels db(a)s at 3 feet

Vacuum cleaner ..... 65-80

Food blender .....65-85

Coffee mill ..... 75-79

Food waste disposer ..... 69-90

Edger and trimmer ..... 81

Home shop tools ..... 64-95

Amplified rock music ..... 110