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The Condominium Property Act

Section 32

NOTICE OF CHANGE OF BY-LAWS

The Owners: Condominium Plan No. 752 0358, the Corporation hereby certifies that by a special resolution passed on January 22nd, 2018, the By-laws of the Corporation were repealed and replaced as follows:

> "Be it resolved as a special resolution of,
> The Owners: Condominium Plan No. 752 0358
> (the Corporation) that the Bylaws of the Corporation as previously registered either Statutory or otherwise, be and they are hereby repealed and the By-laws hereby annexed are hereby adopted as and made the By-laws of and applicable to the Corporation and the parcel referred to in The Owners: Condominium Plan No. 752 0358 from and after the date of this Resolution."

The seal of The Owners: Condominium Plan No. 752 0358 was affixed to this Notice on the 29th day of JANUARY, 2018, in the presence of (Print Names):

Rita Hindle Dawn Arseneault

The Owners: Condominium Plan No. 752 0358

PER:

Signed: Rita Hindle

Signed:

(affix Corporate Seal) seal

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 752 0358
O/A WOODLAND COURT

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BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 752 0358
O/A WOODLAND COURT

DEFINITIONS AND PURPOSE

1. DEFINITIONS AND APPLICATION

These Bylaws have been enacted by Woodland Court to replace and repeal the Statutory Bylaws set out in the Act and any amendments thereto.

The following definitions shall apply to all parts of these Bylaws:

a. "Act" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000 and the *Condominium Property Regulation*, being Alberta Regulation 168/2000, each as amended from time to time, or any statute which may be passed in substitution for or replacement of all or any part of the *Condominium Property Act* or *Condominium Property Regulation*;

b. "Board" means the Board of Directors elected pursuant to these Bylaws;

c. "Building" means the condominium buildings and storage areas located within the Parcel;

d. "Bylaws" mean the Bylaws of the Corporation, as amended from time to time;

e. "Capital Replacement Reserve Fund" means the fund created for the purposes outlined in Bylaw 14(i);

f. "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 Bylaws;

g. "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;

h. "Condominium Manager" means a person, firm or corporation appointed as manager by the Board pursuant to Bylaw 15(f);

i. "Condominium Plan" means the plan registered under the Act at the Alberta Land Titles Registry being Condominium Plan No. 752 0358;

j. "Corporation" means Woodland Court;

k. "Door" means the door, hinges, locks, door frame, door jambs, mullions, screens and slider rollers for patio doors and all locks and doorknobs and other hardware on the door;

l. "Exclusive Use Area" means those areas, being part of the Common Property, the area and location of which shall be determined by the Board from time to time,

which the Board deems suitable for private and exclusive use in conjunction with ownership of a Unit;

m. "Insurance Trustee" means any company or person prepared to act as an Insurance Trustee and who may be appointed from time to time by Ordinary Resolution of the Corporation. If an Insurance Trustee is not appointed, then the Insurance Trustee shall be the Board;

n. "Interest Rate" means the rate of eighteen (18%) per cent per annum;

o. "Legal Expenses" means all money expended for the advice, representation or services from a law firm, including but not limited to, all expenses on a solicitor and client indemnification basis;

p. "Mortgagee" means the holder of a first mortgage registered against the title to a Unit that has provided written notice thereof to the Corporation;

q. "Ordinary Resolution" means a resolution:

i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or these Bylaws; or

ii. signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than fifty (50%) per cent of the total Unit Factors for all the Units;

r. "Owner" means:

i. the registered owner of a Unit; and

ii. shall be read "tenant" or "tenants," "resident or residents" or "occupant" or "occupants" as the context may require.

s. "Parcel" means the lands comprised within the Condominium Plan;

t. "President" means the person appointed as such pursuant to per Bylaw 10.

u. "Privacy Officer" means the person appointed as such pursuant to the provisions of the *Personal Information Protection Act*, R.S.A. 2003 c. P-6.5 and Bylaw 10.

v. "Residential Units" means those Units which are intended to be occupied as residential dwellings which are described as Units 1 to 40 inclusive in the Condominium Plan;

w. "Secretary" means the person appointed as such pursuant to per Bylaw 10.

x. "Special Resolution" means a resolution:

i. passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five (75%) per cent of all the persons entitled to

exercise the powers of voting conferred by the Act or by these Bylaws and representing not less than seventy-five (75%) per cent of the total Unit Factors for all the Units; or

ii. agreed to in writing by not less than seventy-five (75%) per cent 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 not less than seventy-five (75%) per cent of the total Unit Factors for all the Units;

y. "Treasurer" means the person appointed as such pursuant to per Bylaw 10.

z. "Unit" means the area designated as a unit on the Condominium Plan and includes the Residential Units;

aa. "Unit Factor" means the unit factor for each Unit designated on the Condominium Plan;

bb. "Unit Factor Vote" means a vote determined by the calculation of Unit Factors for which Owners are legally entitled to vote in favour of or against the resolution; and

cc. "Window" means the window panes, frames, sash, screens, mullions, locks, hardware and all other parts of the window assembly.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws. Other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned thereto in the *Land Titles Act* being Chapter L-4 of the Revised Statutes of Alberta, 2000, as amended from time to time, or in any statute passed in substitution therefor or replacement thereof, unless the context otherwise requires.

These Bylaws are to be read with all changes of number and gender as required by the context.

The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for the convenience of reference only.

2. PURPOSE OF BYLAWS

These Bylaws have been enacted for the following purposes:

a. to provide for the health and safety of the Owners;

b. to provide for the peace, comfort and convenience of the Owners;

c. to develop a sense of community amongst the Owners; and

d. to maintain the Units and the Common Property in such a manner as to enhance property values.

CONDOMINIUM CORPORATION AND BOARD OF DIRECTORS GOVERNANCE, DUTIES AND ADMINISTRATION

3. BOARD OF DIRECTORS

a. The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions of the Bylaws. The Board shall consist of not less than three (3) or more than seven (7) persons who shall be elected at each annual general meeting.

b. If a Unit has more than one Owner, only one of them may sit on the Board at one time. No more than two registered Mortgagees or representatives of a Mortgagee may be members of the Board at any one time.

c. A person is elected for a two (2) year term.

d. An individual does not have to be an Owner or Mortgagee to be eligible for election to and membership on the Board.

e. Any Owner who has attained the age of majority shall be eligible for nomination and election to the Board.

f. An Owner is not eligible for election to or membership on the Board if they are more than sixty (60) days in arrears in payment to the Corporation for a Common Expense assessment, a special assessment or a judgement pursuant to a Court or arbitration process.

g. Notwithstanding the foregoing, any corporate Owner of a Unit may nominate any person for election to the Board as the representative of that corporate Owner on the Board.

h. At any election of the Board, each Owner or Mortgagee entitled to vote is entitled to vote for as many nominees as there are vacancies to be filled on the Board.

i. Each person nominated must be elected by a majority of members present, in person or by proxy, to be elected to the Board.

j. Any person who is nominated for election to the Board shall make full disclosure of any direct or indirect business relationships or pecuniary interests the person may have in for-profit dealings with the Corporation prior to the election taking place.

4. DISQUALIFICATION FROM THE BOARD

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

a. becomes bankrupt under the *Bankruptcy and Insolvency Act* R.S. 1985 c. B-3 or any legislation passed in substitution therefore;

b. is more than sixty (60) days in arrears in payment of any Common Expense assessment required to be made by him as an Owner or judgement pursuant to a

Court process or an arbitration payable to the Corporation Bylaws and the Board member fails to cure such default within ten (10) days of the date that the Board gives written notice to the member to cure such default;

c. becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the *Adult Guardianship and Trusteeship Act* S.A. 2008 c. A-4.2, or any legislation passed in substitution therefore;

d. resigns by notice in writing sent to or left at the registered address of the Corporation or delivered to another member of the Board of the Corporation;

e. is convicted of an indictable offence;

f. is:

i. absent from three (3) meetings of the Board during the time frame between annual general meetings;

ii. without the consent of the Board; and

iii. it is resolved at the next meeting of the Board that such director's office and membership of the Board be vacated;

g. is refused bonding, at a reasonable premium, by a recognized bonding institution;

h. dies;

i. sues or otherwise commences legal action in which the Corporation is adverse in interest; or

j. fails to sign the Code of Ethics agreement attached to these Bylaws as Schedule A.

5. VACANCY ON THE BOARD

a. Where a vacancy occurs on the Board pursuant to Bylaw 4, the Board may appoint a person to fill that vacancy of the former member's term until the next annual general meeting, provided such person qualifies for membership pursuant to Bylaw 3.

b. Where a person is appointed pursuant to Bylaw 5(a) that person is appointed until such time as the next annual general meeting at which point the person must stand for election to continue on the Board.

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

b. In the event of a tie vote for any resolution of the Board, the motion fails.

7. CHAIRPERSON OF THE BOARD

a. The President and in his absence, the Vice President, shall act as chairperson 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 chairperson for the meeting. If the chairperson vacates the chair during the course of the meeting, the Board shall elect another chairperson who shall have the same rights of voting.

b. Notwithstanding Bylaw 7(a) the Board may, by majority vote, appoint a person who is not a member of the Board as chairperson for a meeting.

8. DUTIES OF THE CORPORATION

The Corporation shall:

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 Bylaws, and any other resolutions of the Corporation in force from time to time;

c. where practical, establish and maintain suitable lawns and gardens on the Common Property;

d. repair, maintain and replace, where reasonably necessary, pipes, wires, cables, ducts, conduits, sewers and other facilities for the furnishing of utilities 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 written request made by an Owner or Mortgagee, or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a photocopy or certified copy of all insurance appraisals obtained by the Corporation and all fire and other peril, and all liability insurance policies and endorsements maintained by the Corporation;

f. call an annual 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. provide for regular collection of garbage and recycling. If necessary, provide adequate garbage receptacles on the Common Property for use by all Owners and provide for regular collection;

i. maintain and keep in a state of good repair the Common Property, including but not limited to:

i. all outside surfaces of the Units, including, without limiting the generality of the foregoing, exterior walls, siding, exterior of the roof and all roofing materials, eavestroughs and exterior drains, exterior beams and trim, including all Unit screen or storm doors, doors, windows, glass, frames, seals, and sills attached to the exterior of the Unit;

ii. all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas and other common facilities on the Common Property;

iii. all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units;

iv. all utility services within, on, in, under or through the Common Property, including but not limited to electrical power, water, storm sewers, natural gas, telephone, television, fibre internet, cable systems, pipes and lines and all appurtenances related;

v. the structural components of a Building; and

vi. all recreation areas, and building security systems or cameras which monitor the Common Property;

j. provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation; and

k. indemnify every Board member, committee member, employee or officer, and his or her heirs, executors and administrators against all damages, judgements, settlements, costs and expenses, including legal fees on a solicitor-and-his-own-client basis, reasonably incurred by the Board members in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, employee or officer of the Corporation. The only exception is where a Board member is finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit, or in a civil action for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses 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.

9. <u>POWERS OF THE CORPORATION</u>

The Corporation may:

a. purchase, rent or otherwise acquire or dispose of or deal with personal and real property for use by the Owners in connection with their enjoyment of the Common Property or their Units, 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 ten thousand ($10,000.00) dollars on any occasion or incur aggregate indebtedness at any time

exceeding ten thousand ($10,000.00) dollars without such borrowing or incurring of debt being approved by Ordinary Resolution of the persons entitled to vote at meetings of the Corporation. In the event that the Act is amended to require a Special Resolution to permit borrowing, then this Bylaw shall be read to substitute Special Resolution in place of Ordinary Resolution;

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 Reserve Fund and monies for Common Expenses, to the extent permitted by law under Schedule 2 of the *Condominium Property Regulation* 168/2000, as amended from time to time or any act or regulation present in substitution therefore;

e. make an agreement with any Owner of a Unit for the provision of amenities or services by it to the Unit or to the Owner 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; however, any such grant shall be terminated on reasonable notice unless the Corporation resolves otherwise by Special Resolution;

g. do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and the Units, including, without restriction, the following:

   i. commencement and prosecution of proceedings under the Act;

   ii. imposing monetary sanctions for violation of these Bylaws as provided for in these Bylaws;

   iii. imposing, collecting and dealing with deposits for the rental of a Unit under the Act, provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of deposit used within ten (10) days of being notified, in writing, by the Board of its use; and

   iv. giving notice to a tenant and to the tenant's landlord to give up possession of a Unit pursuant to the Act and make application to the court for an order to give up possession pursuant to the Act.

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, pipe freezing, excessive heat or other emergency situation, force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other Owners and the Corporation, as the case may be. The Owner of the Unit so entered shall indemnify

and save harmless the Corporation, its agents and employees for any claim or damage arising from such forced entry;

j. impose and exact the fees and charges referred to in Bylaw 15(d);

k. exercise all the rights, powers and duties conferred on the Corporation by the Act, and the Bylaws of the Corporation;

l. pay all sums of money properly required to be paid on account of all services, supplies and assessments provided to or for the benefit of the Corporation;

m. designate and at all times maintain a number of parking stalls, forming part of the Common Property, exclusively for visitor parking; and

n. make such reasonable rules and regulations as it deems necessary from time to time to promote the privacy, health, safety, peace, comfort and wellbeing of the Owners, tenants and other occupants of the Building.

10. OFFICERS

a. 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, Privacy Officer, Secretary and Treasurer of the Corporation.

b. A person may occupy more than one office if so elected by the Board.

11. DUTIES OF THE OFFICERS

The following duties are assigned to the officers; however, the Board may amend these duties from time to time as the Board deems necessary.

a. The President, or, in the event of the President's absence or disability, the Vice President:

i. is responsible for the daily execution of the business of the Corporation; and

ii. shall act as chairperson of the meetings of the Board unless the Board resolves otherwise.

b. The Secretary, or, in the event of the Secretary's absence or disability, another member of the Board designated by the Board:

i. shall record and maintain 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 correspondence of the Corporation, unless the Board resolves otherwise; and

iii. shall carry out the Secretary's duties under the direction of the President and the Board.

c. The Treasurer, or, in the event of the Treasurer's absence or disability, another member of the Board designated by the Board:

i. shall receive all monies paid to the Corporation and deposit it as the Board may direct;

ii. shall properly account for the funds of the Corporation and keep such books as the Board may direct;

iii. shall present to the Board, when required to do so by the Board, a full detailed account of receipts and disbursements of monies by the Corporation; and

iv. shall prepare a budget for the forthcoming fiscal year of the Corporation.

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

e. The Privacy Officer shall ensure the collection, use and disclosure of personal information is pursuant to the privacy policy of the Corporation and the *Personal Information Protection Act*, R.S.A. 2003 c.P-6.5.

12. SEAL OF THE CORPORATION

a. The Corporation shall have a seal that will be used as authorized by resolution of the Board.

b. 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

a. By passing a resolution of the Board, the Board shall identify and authorize which Board members may sign cheques, drafts and other instruments and documents not required to be under corporate seal and may authorize the Condominium Manager to sign the same if co-signing by a Board member.

b. All cheques require two (2) signatures.

14. DUTIES OF THE BOARD

The Board shall:

a. obtain an appraisal from a qualified and reputable appraiser of real property, of the full replacement value of all the property required to be insured by the Corporation prior to obtaining any policy of fire insurance or renewal. The Board shall maintain insurance at the levels required by the Act and by these Bylaws 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;

b. cause minutes to be kept of its meetings and proceedings, 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 the books, unless the Board decides otherwise, is the responsibility of the Treasurer;

d. on application by an Owner or Mortgagee or any person authorized in writing by one of them:

i. make the year-to-date:

A. balance sheet,

B. income statement, and

C. reserve fund income and expenditures

of the Corporation and the Board available for inspection at all reasonable times;

ii. provide copies of all minutes of all meetings of the Corporation and the Board to any Owner or Mortgagee who makes a specific request; and

iii. provide particulars pertaining to the standing of the Unit with regard to Common Expense assessments and with regard to fulfillment of the Owner of such Units' obligations in connection with the Corporation or the Owners' Unit;

e. cause each Owner's contribution to be assessed towards the Common Expenses and to enforce payment of the Common Expense assessments and monetary sanctions as more particularly set out in these Bylaws;

f. upon the written request of an Owner, Mortgagee, or purchaser of a Unit, provide the particulars and materials pursuant to Sections 39(6), 44 and 48 of the Act;

g. at all times keep and maintain in force all insurance required in these Bylaws 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;

h. review the insurance coverage at least annually and shall increase the nature and limits of insurance at its discretion;

i. create and maintain by Common Expense levy a Capital Replacement Reserve Fund as required by the Act for the purpose of major repairs to and replacement of the Common Property and any real or personal property owned by the

Corporation, or any portion of a Unit that is to be maintained, repaired or replaced by the Corporation.

The amount of the levy shall be determined by a Capital Replacement Reserve Fund study, report and plan conducted and prepared by experts appointed and approved by the Board. The initial study, report and plan shall be completed within two (2) years of the date of registration of the Condominium Plan and thereafter the study, report and plan shall be updated at least once within five (5) years from the date that the last reserve fund plan was approved by the Board;

j. provide a reserve fund report at each annual general meeting or as otherwise provided in the Act;

k. cause appropriate notice to be filed with the Land Titles Office as to the name, address and date of any person who becomes or ceases to become a Board Member and as to any changes to these Bylaws; and

l. exercise and perform the duties and the powers of the Corporation under these Bylaws.

15. 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, but the Board shall meet when any Board member gives to the other members not less than seven (7) days' notice in writing or email of a meeting proposed by the member specifying the reason for calling the meeting. Teleconference, video conference or Internet conferencing are permissible methods for a Board member to attend a meeting, provided that such conferencing technology enables all members to hear and be heard during the meeting;

b. employ or authorize the Condominium Manager to employ for and on behalf of the Corporation such other employees and agents as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;

c. subject to any restriction imposed or direction given at a general meeting, delegate to one or more Board members such of its powers and duties as it thinks fit, and at any time as the Board so desires to revoke such delegation;

d. 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 Bylaws;

e. do all things reasonably necessary for the enforcement of the Bylaws 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 the Act;

ii. imposition of monetary sanctions for violation of these Bylaws as provided for in Bylaw 91;

iii. imposition, collection and dealing with deposits for the rental of a Unit under the Act, provided that the deposit shall not exceed the maximum allowable under the Act. If any deposit is used in accordance with the Act or these Bylaws, notify the Owner that the Owner shall replace that portion of deposit used within ten (10) days of being notified, in writing by the Board, of its use; and

iv. give notice to a tenant and to the tenant's landlord to give up possession of a Unit pursuant to the Act and make applications to the Court for an order to give up possession;

f. employ on behalf of the Corporation, a person, firm or corporation as a Condominium Manager to supervise, manage, carry out and perform any and all of the duties of the Board or the Corporation set out in these Bylaws. The Board may determine other duties to be performed by the Condominium Manager from time to time; however, the Condominium Manager is always subject to the control and direction of the Corporation and the Board;

g. employ for and on behalf of the Corporation an independent reserve fund study professional from time to time to complete reserve fund studies, reports and plans and make recommendations in respect of establishment and maintenance of reserve funds; 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 the hours of use, supervision of, reservations for, security of, privacy of and access to the Common Property.

16. MEETINGS OF THE CORPORATION AND THE BOARD

a. All meetings of the Board and general 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 extraordinary general meetings.

17. NOTICE OF CORPORATION MEETINGS

a. At least fourteen (14) days' notice will be given for every annual general meeting or extraordinary general meeting.

b. Notice will be given to Owners and any Mortgagee who has provided the Corporation a request to be notified.

c. Any notice must specify the place, the date and the time of meeting and, in case of special business, the general nature of that business, and may include the wording of a resolution to be voted upon.

d. In the event that wording of a resolution has been provided to the Board through a petition, then the wording of the resolution must be included.

e. Accidental omission to give notice to any Owner or Mortgagee, or non-receipt of notice by any Owner or Mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before or after the meeting and a waiver shall cure any defect in the giving of or any failure to give notice.

18. CALLING OR CONVENING OF CORPORATION MEETINGS

a. The Board may convene an extraordinary general meeting whenever it thinks fit.

b. The Board shall convene an extraordinary general meeting within thirty (30) days if presented with a petition signed by owners representing not less than fifteen hundred (1,500) unit factors.

i. Any petition submitted to the Board must state the resolution to be voted upon at the requested meeting.

ii. If a petition is not accompanied with the wording of the resolution to be voted upon, the Board may declare the petition invalid and serve notice to each of the Owners who signed the petition. Such notice must cite this Bylaw and identify that the Owners are permitted to submit a new petition which includes the resolution(s) to be voted upon.

19. CHAIRPERSON OF CORPORATION MEETINGS

a. The President, and in his absence, the Vice President, of the Corporation shall act as chairperson 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 chairperson of the meeting shall be elected.

b. Notwithstanding Bylaw 19(a) an independent chairperson who is not a member of the Board may be elected by an Ordinary Resolution.

20. ORDER OF BUSINESS AT CORPORATION MEETINGS

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

a. Call to order by the Chairperson;

b. Approval of the agenda;

c. Call the roll and certify proxies;

d. Proof of notice of meeting or waiver of notice;

e. Reading and disposal of any unapproved minutes;

f. Reports of officers and committees;

g. Financial report/budget, Reserve Fund Report and appointment of auditors (if necessary);

h. Ratification of past acts of the Board of Directors;

i. Unfinished business;

j. New business;

k. Election of members of the Board;

l. Adjournment.

21. QUORUM REQUIRED

a. Except as otherwise provided in these Bylaws, and in particular Bylaw 22, no business shall occur at any meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to do business.

b. A quorum at any meeting of the Corporation shall consist of persons entitled to vote present in person or by proxy representing no less than ten (10) Units.

22. ADJOURNMENT FOR LACK OF QUORUM

If at the time appointed for a meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned for ten (10) minutes. If after the ten (10) minute adjournment a quorum is not present, the persons entitled to vote who are present in person or by proxy constitute a quorum.

23. RESOLUTIONS

At any meeting of the Corporation a resolution moved or proposed at a meeting shall be decided by a show of hands unless a Unit Factor Vote is demanded by a person entitled to vote present in person or by proxy, and unless a Unit Factor Vote is so demanded, a declaration by the chairperson that a resolution has, on the show of hands, been carried, 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 Unit Factor Vote, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

24. METHOD OF TAKING A UNIT FACTOR VOTE

A Unit Factor Vote, if demanded, shall be taken in such a manner as the chairperson thinks fair and the result of the Unit Factor Vote shall be deemed to be the resolution of the meeting of the Corporation at which the Unit Factor Vote was demanded. At the chairperson's discretion, a Unit Factor Vote may be done by written ballot, with each ballot indicating the number of the Unit Factors for which that ballot is cast.

25. TIED VOTES

In the case of a tie in the votes, whether on a show of hands or on a Unit Factor Vote, the motion fails.

26. VOTING

a. On a show of hands, each Unit entitled to vote shall have one vote, to be exercised by the Owner of the Unit.

b. On a Unit Factor Vote, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them.

27. MANNER OF VOTING

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

28. PROXIES

a. An instrument appointing a proxy shall be in writing signed by the appointer or his attorney.

b. A proxy may be:

i. general;

ii. for a particular meeting; or

iii. limited to be used only for voting on a particular resolution.

c. The holder of a proxy does not need to be an Owner or Mortgagee.

29. 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;

b. where an Owner's interest in a Unit is subject to a registered first 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 Bylaws is exercisable by the Mortgagee, and may not be exercised by the Owner if the Mortgagee is present personally or by proxy; and

c. neither an Owner nor Mortgagee are entitled to vote on behalf of a Unit on any written resolution or at a meeting of the Corporation if the there is a Common Expense assessment, a special assessment, a judgement or a contribution owing to the Corporation which is more than thirty (30) days in arrears.

30. VOTE BY OWNERS

a. On a show of hands, each Unit is entitled to one vote only. The Owners of a Unit shall decide amongst themselves who will cast the vote for their Unit. On a Unit Factor Vote, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

b. Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and, in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands but any one Co-Owner may demand a Unit Factor Vote.

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

31. SUCCESSIVE INTEREST

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

32. 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.

33. WRITTEN RESOLUTIONS

a. A resolution of the Board in writing signed by all the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

b. Subject to the provisions of the Act, any resolution of the Corporation determined without a meeting and evidenced by writing, signed in person or by proxy as contemplated in these Bylaws shall be as valid and effectual as a resolution duly passed at a properly convened meeting of the Corporation. Such written resolution shall take effect and be an Ordinary Resolution or a Special Resolution as the case may be in accordance with the requirements of these Bylaws and the Act.

c. Resolutions may be signed in counterparts and will be valid as if all Owners had signed a single document.

34. OBSERVANCE OF BYLAWS

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

35. AMENDMENT OF BYLAWS

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

36. FINANCIAL STATEMENTS

a. The annual financial statements produced by the Board for the annual general meeting shall be prepared on an audit or on a review-engagement basis by a chartered professional accountant.

b. The Owners may appoint the party to perform the audit or review of the financial statements at the annual general meeting. Alternatively, the Owners may authorize the Board to select the party to perform the audit or review of the financial statements.

37. EXPENDITURES BY CONDOMINIUM MANAGER

Any Condominium Manager employed by the Board may, from time to time, make expenditures not to exceed one thousand ($1,000) dollars without specific approval of the Board. However, any single expenditure in excess of one thousand ($1,000) dollars must be approved by resolution of the Board.

38. ESTOPPEL CERTIFICATE

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

39. NOTICE

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:

a. upon the Corporation if delivered:

i. by hand to any Board member;

ii. by hand to the office of the Condominium Manager of the Corporation, if any;

iii. 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 Alberta Land Titles Office; or

iv. to the email address provided by the Board, with a confirmed read receipt.

b. upon an Owner by delivery:

i. by hand to the Owner, or if there is more than one Owner then to any one of such Owners;

ii. by leaving it 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 his Unit or to an address provided by the Owner pursuant to Bylaw 55(a)(ii); or

iii. by email if the Owner has previously provided and explicitly authorized an email address to the Corporation; and

c. upon a Mortgagee of a Unit by delivery:

i. by hand to the Mortgagee, or if the Mortgagee is a company, by hand to a person in authority with such Mortgagee; or

ii. by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided, however, that 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.

The Corporation may change its address for service by resolution of the Board causing the change in address to be recorded at the Alberta Land Titles Office. An Owner or 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. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received two (2) 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 (7th) day following restoration of normal mail service.

40. CHANGE OF LEGISLATION

Should the Act be amended, then these Bylaws shall be amended to adopt those amendments to the Act which are required to be so adopted to ensure that the Corporation is operating in compliance with the terms and provisions of the Act at all times.

41. ALTERNATIVE DISPUTE RESOLUTION

a. Should there be a dispute between Owners, or between Owners and the Corporation, the parties are encouraged to participate in an arbitration or mediation rather than proceed to Court.

b. The cost of the arbitrator or mediator shall be paid for by the parties involved. The Corporation's portion of such expense shall be a Common Expense.

c. The selection of the arbitrator or mediator shall be made by the parties collectively. Should the parties be unable to agree on an arbitrator or mediator, then the party bringing the action may nominate three (3) potential individuals, and the party responding shall select one (1) from the parties nominated.

d. All individuals submitted to arbitrate or mediate the resolution must be a member in good standing with:

i. the Arbitration and Mediation Society of Alberta; or

ii. the Law Society of Alberta.

e. Notwithstanding the above, should the Province of Alberta establish an alternative dispute resolution tribunal then the parties are encouraged to avail the services of said tribunal.

f. This section does not apply to the collection of condominium fee arrears. Further, collection of condominium arrears are directed to proceed to Court.

INSURANCE

42. INSURANCE AND BONDING

The Board, on behalf of the Corporation, shall obtain and maintain the following:

a. Property Insurance

i. Insurance on all of the insurable Common Property and the Units, including:

A. those fixtures required to obtain an occupancy permit, including furnaces, hot water tanks and range hoods; and

B. the shed used for storage of Corporation property;

ii. However, excluding:

A. sump pumps;

B. betterments and improvments;

C. refrigerators, washers, dryers, stoves, dishwashers or microwaves;

D. air conditioners; and

E. contents or any other property brought into or installed in a Unit by an Owner.

iii. Without limiting the generality of the foregoing, such insurance shall provide for and include the following:

A. coverage for fire, extended perils and such other perils or risks as the Act requires or the Board deems advisable from time to time;

B. coverage for the full replacement value of all Buildings and other improvements comprising the Building and all chattels and other

property belonging to the Corporation or forming part of the Common Property and that no deduction for depreciation shall be made from any settlement;

C. coverage for such other rights or causes or for betterments to Units as the Board may determine or as may be determined by Special Resolution of the Corporation;

D. 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 insureds 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;

E. that the coverage shall not be brought into contribution with insurance purchased by the Owners or Mortgagees;

F. such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the Owners, Mortgagees and the Corporation;

G. such policies shall also provide that the Corporation have the right to obtain a cash settlement 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; and

H. the Insurance Trustee, if the Bylaws designate 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 machinery insurance policies effected by the Corporation.

b. Liability Insurance

i. The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board (and their respective officers, members, agents and employees while acting within the scope of their employment) and the Owners against any liability for bodily injury, death and damage to property, to third parties or to the Owners and their tenants, occupants, invitees or licencees, incidental to their ownership or use of the Unit, or to the enforcement of Bylaws and the control, management and administration of the Corporation's real and personal property and the Common Property;

ii. Limits of liability under such insurance shall not be less than five million ($5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as insureds 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; and

iii. 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.

c. Directors and Officers Liability

The Board shall also obtain and maintain Directors and Officers Liability Insurance in an amount deemed appropriate by the Board so long as such insurance is available and obtainable at reasonable cost.

d. Other Insurance Considerations

Nothing in these Bylaws shall restrict the right of any Owner to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Units and their personal liability as permitted by the Act or otherwise permitted by law.

e. Coverage for Dishonest Acts

The Board on behalf of the Corporation shall obtain insurance or a bond from a recognized insurer or bonding institution covering loss by fraudulent or dishonest acts by the Condominium Manager and employees of the Corporation and all members of the Board for loss of funds or other property of the Corporation in such amount as the Board deems appropriate. The cost of bonding shall be a Common Expense of the Corporation.

43. INSURANCE DEDUCTIBLE

a. If damage or loss, howsoever caused, emanates or originates in or from a particular Unit and causes damage or loss for which the Corporation insures, the Owner of the Unit shall immediately pay to the Corporation the deductible of the Corporation's insurance policy regarding the subject loss or damages, or such amount of the actual loss or damages, whichever is less.

b. If damage or loss, howsoever caused, originates from the Common Property and is attributable to a particular Owner, tenant, occupant or guest, howsoever caused, the Unit for which the Owner, tenant, occupant or guest is responsible for shall immediately pay to the Corporation the deductible of the Corporation's insurance policy regarding the subject loss or damages, or such amount of the actual loss or damages, whichever is less.

c. To add clarity to the above, for those incidents where the Corporation has insurance and the loss or damage is under the amount of the deductible or where the Corporation elects not to make an insurance claim for business or economic reasons, an Owner who seeks the benefit of the Corporation's insurance policy is

responsible for the amount equal to that of the deductible or the value of the loss, whichever amount is less.

d. The amounts of loss or the amounts of the deductibles referred to within this section may be assessed as against an individual Unit and treated as a contribution due and payable to the Corporation.

44. INSURANCE CARRIED BY OWNER

a. An Owner shall carry insurance on:

i. the improvements;

ii. betterments; and

b. An Owner is encouraged to carry insurance for:

i. alternative living expenses or loss of rental income in event the unit is damaged and not able to be inhabited;

ii. coverage to pay the special assessment in the event the Owner is required to pay the lesser of the amount of damage or the deductible of the Corporation's insurance, as set out in Bylaw 43;

iii. liability of occupants of the Unit.

iv. Appliances

v. All basement finishes;

c. An Owner shall, on request, provide proof of such insurance to the Board of Directors of the Corporation.

COMMON EXPENSES, CONDOMINIUM CONTRIBUTIONS, SPECIAL ASSESSMENTS AND COLLECTION OF ARREARS

45. COMMON EXPENSES

The Common Expenses of the Corporation shall, without limiting the generality of the foregoing, 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 Condominium Manager fees and the wages, taxes and other expenses payable to employees of the Corporation;

c. all costs and charges on account of landscaping, maintenance and snow removal from the Common Property;

d. all reserves for repairs and replacements of the Common Property;

e. all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible under these Bylaws, if any;

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 consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all auditing, accounting, engineering and legal fees and disbursements;

h. the amount of all costs and expenses whatsoever, including, without limiting the foregoing, all maintenance and repair costs, financing charges, contribution, municipal taxes, Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation;

i. reserves for future maintenance and expenses including the Capital Replacement Reserve Fund;

j. all fees and charges for insurance for which the Corporation is responsible and that of the Insurance Trustee, if one is appointed;

k. all obligations of the Corporation or the Board created by the Act or these Bylaws;

l. all newsletters, memberships, subscriptions, education events for Board members, office equipment, supplies, printing and postage costs;

m. the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation; and

n. the cost of arbitration or mediation pursuant to Bylaw 41.

46. ASSESSMENT FOR COMMON EXPENSES

a. At least thirty (30) days prior to the beginning of each fiscal year, the Board or, at its request, the Condominium 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 and less any expected income and any surplus from the fund collected in the previous year. A copy of the budget shall be provided to the Owners.

b. Each year's estimate of Common Expenses shall be apportioned, levied and assessed to and upon the Owners on a Unit Factor basis.

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 further assess and collect a special assessment or assessments against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The amount or amounts so assessed to and upon the Owners

in proportion to the Unit Factors of the Owners' respective Units shown on the Condominium Plan.

The Board shall give notice of such further assessments to all Owners, which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. If the special assessment is not paid in accordance with the notice, then it shall bear interest at the Interest Rate, and calculated from the date due until paid. A special assessment can be levied for any reason including the non-payment of an Owner's assessment.

d. Each Owner shall:

i. be obligated to pay the assessments to the Corporation, as directed by notice, in equal monthly installments on or before the first day of each month during the fiscal year for which such assessment is made or in such other manner as the Board may designate; and

ii. pay interest on all assessments or payments in arrears at the Interest Rate simple interest, calculated from the date due to the date of payment in full.

e. 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 any Legal Expenses incurred by the Corporation in this regard shall be payable. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

f. The omission by the Board before the expiration of any fiscal year, to fix the assessments for the year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owners from their obligations to pay the assessments, or any installments thereof for that or any subsequent year. The monthly installments for the preceding fiscal year shall continue until new installments are fixed.

g. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

h. The Treasurer or the Condominium Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance incurred.

i. For clarity purposes, notwithstanding Bylaw 46(b) the amounts attributable to an Owner or a Unit pursuant to Bylaws 43, 49 or 91, shall be assessed as against the individual Unit and treated as a contribution and Common Expense assessment due to the Corporation.

47. <u>DEFAULT IN PAYMENT OF ASSESSMENTS</u>

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 Expense assessment (including

interest on arrears) due to the Corporation in respect of the Owner's Unit, which lien shall be a first, paramount lien against such estate or interest subject to the provisions of the Act, and the *Land Titles Act of Alberta*.

b. The Corporation shall have the right to file a caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, 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, including the Corporation's Legal Expenses incurred in collecting payment of the Common Expense assessment or special assessment and 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 all Legal Expenses are fully paid.

d. 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; nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

e. It is agreed that payment towards arrears will be applied in the following fashion, notwithstanding any direction by an Owner to the contrary:

   i. firstly, to all Legal Expenses incurred by the Condominium Corporation to date;

   ii. secondly, to all Legal Expenses to be incurred, if any, by the Condominium Corporation from the effective date until all amounts owing by the Owner have been repaid in full;

   iii. thirdly, to the costs incurred by the Condominium Corporation in preparing and registering the Caveat;

   iv. fourthly, to the interest accrued and continuing to accrue; and

   v. fifthly, to the principal indebtedness outstanding.

f. Any other Owner or person, firm or company whatsoever may pay any unpaid Common Expense assessment or special assessment with respect to a Unit, and 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 his lien, thereby created, in accordance with the other terms and conditions of this provision.

g. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid Common Expense assessment or special assessment 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 judgement therefor 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 Legal Expenses on a solicitor-and-his-own-client indemnity basis.

h. The Board may, by resolution, accelerate all payments of assessments or levies in the balance of the budgetary 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 Bylaws, including all Legal Expenses of the Corporation on a solicitor-and-his-own-client indemnity basis.

i. 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 of installments thereof, shall deduct from the rent payable to the Owner the contribution or assessment levied or the installment or installments in arrears and any interest owing thereon 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.

48. COLLECTION OF CONTRIBUTIONS

The Board, on behalf of the Corporation, may collect the contribution of Owners on account of Common Expense assessments or special assessments and other obligations of the Owners by monthly installments and in that regard may require pre-authorized payments, electronic fund transfer or post-dated cheques to be delivered by the Owners to the Board or the Condominium Manager.

49. VIOLATION OF BYLAWS

a. Any infraction, violation or default on the part of an Owner in abiding by these Bylaws or any rules and regulations established pursuant to these Bylaws may be corrected, remedied or cured by the Corporation, including, without restriction, actions, damages or injunctive relief.

b. Any damages suffered, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default, including Legal Expenses, may be assessed as against an individual Unit and treated as a contribution due and payable to the Corporation.

50. RECOVERY OF COSTS AGAINST AN OWNER

a. In addition to the rights provided within these bylaws, the Corporation may also recover any sum of money from the Owner of a Unit which the Corporation is required to expend as a result of any act or omission or violation of these Bylaws or any resolutions established pursuant to these Bylaws by an Owner.

b. There shall be added to any judgement all costs of such action including indemnification of the Corporation's Legal Expenses.

c. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

51. NOTICE OF DEFAULT TO MORTGAGEE

Any notice of default sent to an Owner may also be sent to the Mortgagee.

OWNERS' DUTIES, UNIT RESTRICTIONS AND ENTITLEMENTS

52. THE OWNERS' DUTIES

An Owner shall:

a. permit the Corporation and its agents, at all reasonable times on reasonable notice, except in case of emergency when no notice is required, to enter the Owner's Unit or Exclusive Use Area for the purpose of:

   i. inspecting, maintaining, repairing or replacing pipes, wires, cables, ducts, conduits, plumbing, sewer, water, gas, electrical, transformer, telephone and telecommunications lines and other facilities for the furnishing of utilities 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 updating the Common Property; and

   ii. ensuring that these Bylaws are being observed;

b. allow the Corporation entry to the Unit without notice in the event of an emergency, for the purposes of protecting the property of other Owners and the property of the Corporation;

c. immediately carry out all work that may be ordered by any municipal or public authority in respect of the Unit, and pay all utility charges, rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;

d. repair, maintain and keep the Unit in a state of good repair;

e. use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation in such a manner as to not unreasonably interfere with the use and enjoyment by other Owners, their families, visitors or tenants;

f. not use the 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 immediately, in writing, upon any change of registered ownership of the Unit or of registration of a mortgage against the title to the Unit;

h. comply with and cause all the tenants, family, visitors and other occupants of the Unit to comply with the Act, the Bylaws and regulations in force from time to time;

i. pay the Corporation when due all Common Expenses levied or assessed against the Unit together with interest at the Interest Rate;

j. pay to the Corporation all Legal Expenses incurred as a result of having to take proceedings to enforce these Bylaws or the Act;

k. pay the Corporation all Legal Expenses it has incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against the Unit;

l. communicate any suggestions, questions or complaints regarding the Corporation, to the Board by email or in writing and addressed to the Corporation in an envelope marked to the attention of the Board. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation;

53. OWNER'S USAGE

An Owner shall not:

a. use his Unit for any illegal purpose;

b. render a Unit unfit for human habitation; or

c. operate or use his Unit for commercial purposes unless prior written consent of the Board is obtained. The Board may grant permission if attendance of the public to the Unit is not required on a daily basis.

54. OCCUPANTS OF UNITS

a. Each Residential Unit shall be occupied only as a one-family residence by the Owner of the Unit, his family and guests, or a tenant of the Owner, his family and guests. For the purposes of these Bylaws:

i. "Family" means:

A. one (1) or more persons related by blood or marriage, or common-law marriage;

B. a group of not more than three (3) persons who need not be related by blood or marriage, living together as a single housekeeping unit; and

C. live-in caregivers, caregivers for persons with high medical needs, who reside in the Unit.

ii. "roommate" is a person to whom a room is regularly supplied for consideration.

b. The number of persons, adult and children, occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or regulatory authorities.

c. Further to Bylaw 53(c), short-term rentals for a commercial purpose, such as AirBnB are not permitted.

55. TENANTS

a. An Owner shall not rent, lease or grant possession of his Unit to any tenant until the requirements of the Act are complied with, including:

i. until the Owner provides the Corporation with the name of the tenant and amount of the tenant's rent for the Unit; and

ii. until the Owner complies with the security deposit requirements of the Corporation and provides the Corporation with an address for service for the Owner for any notice that may be served pursuant to the Act or the Bylaws.

b. In addition to the requirements of the Act, an Owner must provide written notice to the Corporation of a written undertaking of the tenant to be bound by the Bylaws of the Corporation and to not cause damage to the real or personal property of the Corporation or the Common Property.

c. A tenant shall not move into or occupy a Unit unless the Bylaws of this section have been complied with. Nothing in these Bylaws shall in any way relieve, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying the Owner's Unit.

56. STRUCTURAL ALTERATIONS

a. An Owner shall ensure that:

i. no alterations, additions, decoration, redecoration, changes or installations be made on or adjoining the exterior appearance of any Unit by the Owner without the prior written consent of the Board;

ii. no structural alteration be made to the Unit including walls, whether partition walls or bearing walls, the ceiling or floor without the prior written consent of the Board;

iii. no changes be made in the plumbing, heating, air conditioning, drainage, electrical or gas systems within or outside any Unit, without the prior written consent of the Board; and

iv. any approved changes to a Unit comply with all municipal, provincial and federal laws.

b. Failure to comply with this Bylaw will result in the responsible Owner being liable for all costs incurred by the Corporation including indemnification of its Legal Expenses for causing the restoration of any alterations or changes made by the Owner.

c. Notwithstanding the above, Owners may complete minor repair or replacement of a plumbing, heating, or electrical system provided that the person has skills, training, and is competent at the repair being performed.

57. CIGARETTES, FIRE HAZARD AND FIRE PITS

a. Cigarettes, cigars, or other smoking materials must be disposed of in an ashtray. At no point may discarded smoking material be disposed of recklessly or in flower pots, planters or landscaped areas.

b. No Owner shall do or permit anything to be done in the Unit or on the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premiums with respect thereto.

c. Fire pits or fire tables of any kind are not permitted on the Parcel.

58. WATER

Water shall not be left running unless in actual use in any Unit. All water taps, toilet flush valves and washers shall be kept in good repair.

59. PLUMBING

Toilets, sinks, tubs, drains and other water apparatus located in the Unit or the Common Property shall not be used for any purpose other than those for which they are constructed. No sweepings, garbage, condoms, feminine hygiene products, grease, rubbish, rags, ashes or other substances shall be deposited in or flushed through such apparatus.

60. COMBUSTIBLE MATERIALS

a. Normal cleaning products and related household goods are permitted to be kept on the Parcel.

b. No storage of gasoline or other combustible or flammable goods or materials and no offensive goods, provisions or materials may be kept on the Parcel.

61. SEASONAL DECORATIONS AND EXTERIOR DECORATING

a. Seasonal decorations may be displayed between November 15 and January 31 of each year.

b. For seasonal events outside of the aforementioned period, decorations may be displayed within one (1) week of the seasonal event but must be removed no more than one (1) week after the date of completion of the event.

c. The Board, in its sole discretion, may at any time request the immediate removal of any decoration which is deemed to be inappropriate or displayed too early or too long.

d. No seasonal decoration may be stapled, nailed, or otherwise affixed in a manner which penetrates the Building envelope.

62. REAL ESTATE, ELECTION AND OTHER SIGNS

a. An Owner may display a reasonable election sign in the window of the unit for the duration of an election campaign; however, such sign is not to exceed twenty four (24) inches by twenty four (24) inches.

b. No other signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Residential Unit or the Common Property, including any Exclusive Use Area, without the prior written consent of the Board.

63. SATELLITE DISHES

a. No antenna, aerial, satellite dish, tower or similar structure or accessory shall be erected on or fastened to any Unit or the Common Property without prior written consent of the Board.

b. Any satellite dishes installed prior to June 2017 are grandfathered in for the application of this Bylaw.

64. PETS

a. For this section, a Permitted Pet means a combination of up to two of the following:

i. a dog;

ii. a cat;

iii. an aquarium not larger than forty (40) gallons; or

iv. a bird.

b. A Unit may have a Permitted Pet; however, no other cat, dog, animal, livestock, fowl or reptile of any kind shall be kept in any Unit.

c. Notwithstanding the generality of the foregoing, if the Board, in its sole and unfettered discretion, deems any Permitted Pet to be causing unreasonable disturbance to other Unit Owners or to be a hazard to or harmful to the other Owners, then the Owner of the Unit in which the Permitted Pet is kept shall immediately permanently remove the Permitted Pet.

d. All will be required to be leashed and under the control of the Owner when on the Common Property;

e. No Owner shall feed rabbit, pigeons, gulls, or other birds or animals from the windows or balconies of their Unit, or anywhere on the Parcel.

f. No pets of any kind shall be kept on, defecate or urinate on, dig, or be allowed to run at large over any part of the Common Property. In the event that a Permitted Pet urinates or defecates on the Common Property, the waste must be immediately cleaned up by the owner of the pet.

g. The Owner agrees to indemnify the Corporation as a charge as against his Unit from any expenditure incurred by the Corporation as a result of the Permitted Pet

of the Owner including but not limited to cleaning up of waste, odour control, or repair of common property damaged by or in the recovery of the Permitted Pet.

h. Notwithstanding Bylaw 64(a), all pets who reside in a Unit prior to the passing of these Bylaws are to be considered grandfathered and therefore permitted to remain until the pet passes away or moves out of the Unit. Any subsequent pets must comply with the requirements of being a Permitted Pet. All pets must comply with municipal bylaws.

i. Notwithstanding Bylaws 64(a) through (h), where a disabled person is legally entitled to the assistance of a service animal pursuant to the Service Dogs Act, S.A. 2007, c. S-7.5, such animal may be kept by or accompany that person wherever necessary.

65. DEBRIS

Nothing may be thrown out of the windows or off the deck of any Unit. At no time shall mops, brooms, rugs or other cleaning utensils be shaken clean out of a window or off the deck of a Unit.

66. GARBAGE

Owners shall tightly wrap, tie and containerize their garbage and shall dispose of it in garbage containers in such location as may be directed by the Board from time to time. The following rules must be observed:

a. debris shall be completely drip-free before it leaves the Unit and is carried to the pick-up areas in a careful manner and in a drip-proof container;

b. cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be taken to the transfer station;

c. vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick up;

d. construction or renovation materials are not to be disposed of in the common garbage containers and shall be removed at the Owner's expense;

e. items capable of being recycled shall be removed from the site by the Owner and recycled appropriately; and

f. mattresses, appliances, couches or other bulky items must be taken by the Owner to the municipal dump.

67. NOISE

a. An Owner shall not make or permit any disturbing noises within the Owner's Unit or on the Common Property or do or permit anything to be done which will interfere with the rights, comfort or convenience of other occupants of the Parcel.

b. To add clarity but in no way restrict the above, an Owner shall not play or permit to be played loudly any musical instrument, gaming system, stereo, radio or television or another 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 buildings.

68. CONSTRUCTION HOURS

Owners may conduct renovations in their Unit that would otherwise not unreasonably disturb any other between the hours of 8 a.m. to 9 p.m. without the prior written consent of the Board.

69. SALES, EXHIBITS AND GARAGE SALES

No garage sales, auctions, group tour or exhibition of any Unit or its contents is permitted to be held in any Unit or upon the Common Property without the prior written consent of the Board.

70. BARBEQUES

a. An Owner shall be entitled to have a barbeque, smoker or other similar cooking device on their patio provided that the barbeque is kept and used as far away from the building, fences and railings as practical.

b. Only propane and natural gas fuel sources are permitted. For clarity purposes, no charcoal barbecues are allowed.

71. HOT TUBS

No hot tub, jacuzzi or similar device may be built or placed upon the Common Property or Exclusive Use Area, or within a Unit.

72. PRIVACY

a. No Owner shall trespass on any part of the Parcel or Common Property to which another Owner is entitled to exclusive use. No Owner shall have any right of access to those parts of the Common Property used from time to time as building maintenance or storage areas or any other part of the Common Property used for the care, maintenance or operation of the Units or the Common Property.

b. The Corporation shall comply with the *Personal Information Protection Act*, R.S.A. 2003, c.P-6.5.

73. HEALTH

Units must be kept clean and in good order and shall not be allowed to become unsanitary or unsightly in appearance.

74. HYDROPONICS

To mitigate risk of mould, water loss and insurance claims, it is agreed that no hydroponic growing of any plant, fruit, vegetable or any other item is permitted within a Unit or anywhere within the Parcel.

75. APPEARANCE OF UNITS

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the sole and unfettered discretion of the Board, aesthetically displeasing when viewed from the outside of the Unit.

76. PERSONAL BELONGINGS

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

77. LAUNDRY

No laundry shall be hung anywhere other than inside any Unit.

78. AWNINGS, SHADES OR SCREENS

Awnings, shades or screens may not be erected over the outside of the windows, nor shall any articles be hung or placed outside the window sills or on the deck of any Unit without the prior written consent of the Board.

79. AIR CONDITIONERS

Air conditioners are permitted with Board discretion

a. Air conditioning systems can be utilized with prior written permission of the Board.

b. No air conditioning unit which requires installation outside of a window will be permitted. Further, no air conditioning systems which risk deterioration to the Common Property by way of drainage will be permitted.

c. Should the Board deem any air conditioner to be causing nuisance to other occupants or damage to the Common Property, for any reason within the reasonable discretion of the Board, the Board may demand and the Owner shall remove or repair the air conditioning unit with three (3) days of such demand.

80. PARKING AREAS

a. An Owner shall not park his motor vehicle on any part of the Common Property without prior written consent of the Board.

b. A visitor may only park his motor vehicle in a stall designated by the Board for visitor parking.

c. An Owner shall not park a motor vehicle or leave any other obstacles in the emergency access routes located upon the Parcel.

d. A parking area assigned to an Owner may be removed to allow the planting of a garden with prior written consent of the Board. However, when the Owner sells their Unit, the garden must be removed and the parking area restored.

e. If an Owner who has converted a parking stall to a garden is found to be breaching the visitor parking provisions of these Bylaws, the Board may require the removal of the garden and the restoration of a parking stall within 60 days.

81. MOTOR VEHICLES

a. No motor vehicles other than a private passenger vehicle, being a car, motorcycle, motorized scooter, half ton three-quarter ton truck or one ton truck, sport utility vehicle or van, or motorhome shall be parked in any parking space within the Common Property without the prior written consent of the Board, which consent the Board may withdraw at any time on fifteen (15) days' notice.

b. Vehicles with external fuel tanks or a tidy tank may only park in the overflow parking.

c. Notwithstanding the above, all vehicles must fit within the interior boundary of the parking stall being used.

d. Parking of motorcycles requires a base beneath the kickstand to prevent damage to the parking area.

e. No motor vehicle, including vehicles used for furniture moving, shall be driven on any part of the Common Property other than on a driveway, roadway or parking space.

f. No house trailer, tent trailer, boat, trailer, snowmobile, machinery or equipment of any kind shall be parked within the Common Property other than as approved by the Board in writing.

g. No repairs or servicing of motor vehicles may be carried out within the Common Property.

h. A motor vehicle which is:

i. not in running order;

ii. undergoing repairs taking longer than 1 day to complete;

iii. not insured; or

iv. not displaying valid license plates

may not be parked or located upon the Parcel except as permitted by the Board in writing.

i. An Owner shall not allow or permit the Common Property, including roadways, to be used for the parking of motor vehicles except in such areas designated by the Corporation as visitor parking. All areas designated by the Corporation as visitor parking shall be used only by guests of the Owners to park motor vehicles owned by such guests while visiting such Owner. No guest shall use visitor parking in excess of seventy two (72) hours per thirty (30) days without prior written consent of the Board.

82. SIDEWALKS, WALKWAYS AND PARKING AREAS

The sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any Owner or used by them for any purpose other than for entering and leaving his Unit. Parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas which the Owner of another Unit is entitled to use and occupy.

83. STRUCTURES ON COMMON PROPERTY

a. All existing garden sheds and gazebos which are present on the Parcel at the time these Bylaws are registered with Land Titles are grandfathered and permitted to remain.

b. No shed, building, trailer (either with or without sleeping, eating or living accommodation) structure or tent may be erected, located, kept or maintained on the Common Property without the prior written consent of the Board.

c. No part of the Common Property may be used for the erection, placing or maintenance of recreation or athletic equipment, trampolines, wading pools, incinerators, fences or other barriers, hedges, trees, gardens or other vegetation except 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.

84. PERSONAL PROPERTY AND INJURY

The Corporation, its Board members, officers, employees or agents will not be responsible to any Owner of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner of a Unit including but not limited to:

i. the parking areas provided on the Parcel;

ii. any part of the Parcel designated for the exclusive use and enjoyment of any Owner;

iii. any contents, personal property, or improvements in or to any Unit; or

iv. any personal injury occurring on the Parcel.

Subject to the Act and the Bylaws, the insuring of any contents or improvements within or to a Unit is the sole responsibility of the Owner of the Unit, and an Owner of a Unit shall not require the Corporation or its Board members, officers, employees or agents to repair any damage to any contents, personal property, or improvements within or to the Unit howsoever caused. An Owner of a Unit shall not be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner of a Unit arising from any defect or want of repair to any part of the Parcel, or any improvements on it.

85. TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Owners shall observe and abide by all rules and regulations established 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.

86. RECREATION USE

No portions of the Common Property shall be used for recreational purposes by any Owner or other persons except as otherwise permitted in the Board's absolute discretion and only then if the consent of the Board is first obtained in writing.

87. LANDSCAPING AND OTHER COMMON PROPERTY

a. Owners shall not harm or allow the mutilation, destruction, waste, alteration, add to or litter the Common Property or the property of the Corporation, including without limitation any part of the buildings and other fixed improvements forming part of the Common Property or any and all chattels owned or kept by the Corporation.

b. For clarity purposes, Owners are not permitted to harm, mutilate, destroy, waste, add to or alter any landscaping works, flowers, flower beds, grass or hedges without prior written consent of the Board.

88. EXCLUSIVE USE AND ENJOYMENT

The Owner of each Unit shall have the right to the exclusive use and enjoyment of such portions of the Common Property as may be designated by the Corporation, provided, however, that the Corporation, at its sole option, may at any time withdraw and terminate such right for any Unit upon giving reasonable notice to the Owners of the Unit for which such right is terminated.

89. CARE AND MAINTENANCE OF EXCLUSIVE USE AREAS

The Corporation, its employees and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any Exclusive Use Area to any Owner, have and enjoy free and uninterrupted right at any time to enter upon, cross over and occupy the Exclusive Use Area for the purpose of carrying out of any of the obligations of the Corporation.

90. MAINTENANCE OF COMMON PROPERTY, UNITS AND EXCLUSIVE USE AREAS

a. The Corporation shall regularly maintain grass, trees, shrubs and all other sidewalks, roadways, parking areas and common area lighting in or about the Common Property on behalf of the Owners.

b. Each Owner shall be responsible for the repair and maintenance of his Unit and each Owner shall keep the Exclusive Use Area adjacent to such Unit, neat, tidy and free of junk and debris.

c. Notwithstanding anything to the contrary herein contained, each Owner shall be responsible for damage caused to any of the Common Property and those portions of the Unit for which the Corporation is responsible, by any willful or negligent acts of the Owners.

d. Should any Owner fail to repair or clean up these areas in a manner satisfactory to the Board, then the Board may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's Legal Expenses incurred in respect of the doing of such repairs and the Board may use all or any of the remedies open to it under the Act or these Bylaws to recover such monies for the Corporation. Any such indebtedness shall be a charge upon the Owner's Unit to the same extent as it would be if the monies were unpaid Common Expense assessments upon the Owner's Unit.

91. SANCTIONS FOR VIOLATION OF BYLAWS

The Corporation may levy monetary sanctions against Owners, tenants or their invitees (the "offender") for the violation of or failure to comply with these Bylaws or the rules and regulations of the Corporation (a "violation").

Prior to the imposition of any monetary sanction, a written notice specifying the nature and particulars of each Bylaw violation shall be given to the offender. If the offender does not correct, remedy or cure the violation within ten (10) days of being notified, or such other reasonable time as the Corporation may agree to in writing, then:

a. the Offender shall on written demand by the Corporation pay a sanction of two hundred ($200.00) dollars to the Corporation for the first Bylaw violation; and

b. the Offender shall on written demand by the Corporation pay a sanction of four hundred ($400.00) dollars to the Corporation for the second Bylaw violation; and

c. the Offender shall on written demand pay a sanction of one thousand ($1,000.00) dollars to the Corporation for the third or any subsequent violation, or such other sum as may be reasonable in the circumstances for which the monetary sanction is imposed, as may be determined by the Corporation, acting reasonably; and

d. the Corporation may avail itself of any other remedies available under the Act to the Corporation and do whatever is reasonable and necessary to correct, remedy or cure the violation, including but not limited to injunctive relief.

SCHEDULE A

Code of Ethics for the Board of Directors of The Owners: Condominium Plan No. 752 0358 o/a Woodland Court

I have consented to act as a Director of the Corporation and I agree to comply with the following **Directors' Code of Ethics** throughout my term as a Director:

Honesty and Good Faith - I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill - I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-laws, Rules, resolutions, policies, agreements and requirements of the Condominium Act and other legislation.

Conflict of Interest - I am not currently aware of any actual or potential conflict of interest, direct or indirect, with respect to any material contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will disclose the nature and extent of my interest in writing to the board at the first opportunity or at the next board meeting where such contract or transaction is first considered. I will not be present during discussion of the contract or transaction at a board meeting, vote or be counted in the quorum, and my disclosure shall be recorded in the minutes of the meeting. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a by-law. I will act only in the best interests of the Condominium Corporation as a whole, and I will not favour the interests of any individual or group of owners or residents.

Confidentiality - I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct - At all times, I will conduct myself in a professional and businesslike manner at meetings of directors or owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support - I will abide by decisions of the majority of the Directors even though I may disagree and will not depreciate directors with whom I disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation - I will refrain from expressing any detrimental supposition, erroneous or defamatory statement about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation. I shall only publicly state detrimental information in a manner which is accurate, unbiased and non-malicious.

Abuse of Proxies - When collecting proxies, I will not make any false, misleading, fraudulent or defamatory statement. I will fairly inform the proxy grantor how I intend to exercise any vote with respect to the proxy.

Minimize Conflict - I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium community. I will promote a first class image for our Corporation, its units, owners and residents.

Performance of Duties - I will commit the necessary efforts, will exercise the appropriate leadership and will assume such duties as may reasonably be required to fulfill my role as a Director or Officer. I will participate in conducting the Board's **business in the form** of resolutions, policies, rules or by-laws as the circumstances require. I will comply with principles of good governance and procedural rules of order. I will become well-informed on issues and agenda items in advance of meetings. I will assist the Board to supervise, monitor and direct the on-going daily management of the Corporation by the property manager. I will duly consider the information and advice provided by the property manager and others and will seek opinions, when appropriate, from experienced professionals when necessary to reach a proper decision. I will follow the precept: "Directors direct; managers manage."

Monitor Financial Health - I will pay particular attention to monitor the financial health, physical state of maintenance and repair, management, administration, appearance and welfare of the Corporation. I will support required funding of the reserve fund and an appropriate funding plan to fulfill the criteria of the Corporation's current Reserve Fund Study or Update. I will assist in preparing or reviewing the Corporation's annual Budget in a manner which appropriately reflects the actual financial needs of the Corporation, regardless of owners' complaints when it becomes necessary to increase common expenses.

Scope of Authority - If I am elected or appointed as the President, Secretary, Treasurer or other officer of the Board, I will refrain from autocratic governance, but will act properly within the scope of my authority and in response to the will of the Board. I will never exercise authority as a Board member except when acting in a meeting of the Board or as I am delegated to do by the Board.

Education - Recognizing that governance of a condominium corporation involves complex and changing requirements, I will continue to educate myself by reading relevant condominium industry magazines and newsletter. I will support attendance by one or more board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), at the cost of the Corporation.

Binding Effect - I recognize that no Director is obligated to sign this **Directors' Code of Ethics** and Agreement, but I wish to assure owners and my fellow Directors of my ethical commitment to perform my duties in the Corporation's best interests. Any amendment or termination of my agreement to this **Directors' Code of Ethics** shall be set out in writing attached hereto as Schedule "A" and shall promptly be presented to the Board. This document shall constitute a non-confidential record of the Corporation.

Agreement - I hereby agree to comply with the provisions set out in this **Directors' Code of Ethics.**

DATED at _____ this _____ day of _____, 20___.

SIGNED,

_____	_____
Witness	Director
_____	_____
Printed Name	Printed Name

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CCBL - CHANGE OF BY-LAWS
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