

BYLAWS
OF CONDOMINIUM CORPORATION NO. 0122324
SUNSET HARBOUR
(Revised January 23, 2010)

PART I: DEFINITIONS AND APPLICATION

1. Definitions and Application

These bylaws have been enacted by Condominium Corporation No. 0122324 to replace the bylaws set out in the Condominium Property Act being Chapter C-22 of the Revised Statutes of Alberta, 1980, and 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 as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
- b. "Board" means the Board of Managers elected pursuant to Part III of these bylaws;
- c. "Bylaws" mean the bylaws of the Corporation, as amended from time to time;
- d. "Common Expenses" mean all expenses of performance of these objects and duties of the Corporation and all expenses specified as common expenses in these Bylaws;
- e. "Common Property" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
- f. "Condominium" means the land and all appurtenances thereto;
- g. "Condominium Plan" means the condominium plan registered by the Developer under the Act and referred to as Condominium Plan No. 0122324;
- h. "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- i. "Developer" means Sunset Harbour Developments Ltd. and where the context requires, Sunset Marina Ltd.;

- j. “Manager” means a person, firm or corporation appointed as manager pursuant to bylaw 15(1) hereof;
- k. “Mortgagee” means the holder of a mortgage registered against the title to one or more Units;
- l. “Owner” means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
- m. “Parcel” means the land comprised in the Condominium Plan;
- n. “Person” includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- o. “Privacy Areas” means:
 - (i) For Units backing onto the harbour: those areas being part of the Common property which comprise the area of land between the back property line of the Unit and the shoreline of the harbour, the area and location of which shall be determined by extending the side property lines in a straight line to the shoreline;
 - (ii) For units backing onto Pigeon Lake (excluding Unit 5): those areas being part of the Common Property which comprise the area of land between the back property line of the Unit and the top of the bank above the shoreline of Pigeon Lake (but subject to the conservation easement which may extend along the shoreline of Pigeon Lake), the area and location of which shall be determine by extending the side property lines in a straight line to the shoreline to the top of the bank (or top of the conservation easement, whichever is applicable);
 - (iii) For Unit 5: that area being part of the Common Property which comprise the triangular area created at the back of the Unit 5 by extending the south property line in a straight line until it intersects with a line created by extending the back property line of Unit 4 in a straight line;
- p. “Unit Restriction” means any restrictive covenant or covenants registered against the Units from time to time;
- q. “Special Resolution” means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than 75% of the total unit factors for all the Units, or

- (ii) signed by not less than 75% of all 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 75% of the total unit factors for all the Units;
- r. “Unanimous Resolution” means a resolution
 - (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or Bylaws and representing the total unit factors for all the Units, or
 - (ii) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or Bylaws;
- s. “Unit” means an area designated as a unit by the Condominium Plan;
- t. “Unit factor” means the unit factor for each Unit as more particularly described in the Condominium Plan; and

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in *The Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes 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 required by the context.

If permitted to do so under the Act, the Corporation shall be named “Condominium Corporation No. 0122324” upon a resolution of the Board so providing.

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

PART II: OWNERS

2. Duties of Owners

An Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables,

ducts, conduits, sewers and other facilities for the furnishing of utilities or services for the time being existing in, on or under the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the Bylaws are being observed, or for the purpose of dealing with defaults or Bylaw breaches in the Unit or by Unit occupants;

- b. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c. use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- d. not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased or that will cause nuisance or hazard to any occupier of a Unit (whether an Owner or not) or the family of such an occupier; and
- e. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- f. ensure that he and his family, tenants, visitors and other occupants of his Unit follow and comply with the Bylaws and regulations of the Corporation in force from time to time, as well as the Unit Restriction, and in that regard no Owner shall lease or grant possession of his Unit until he causes the tenant or other occupant to deliver to the Corporation an agreement signed by the tenant or other occupant and members of their household and their guests from time to time will in using the Unit and the Common Property elements, comply with the Act, the Bylaws and all rules and regulations of the Corporation during the term of their tenancy or occupation, as well as the Unit Restriction. Nothing herein or in such agreement shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons leasing or occupying his Unit;
- g. at all times, comply with and perform, and cause tenants and other occupants of his Unit to comply with and perform, the obligations prescribed for property owners by the Unit Restriction and by the use and occupancy rules reasonably established by the Board for use of Common Property;
- h. pay to the Corporation when due all Common Expenses levied or assessed against his Unit together with interest on any arrears thereof at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved from time to time by Special Resolution, calculated from the date due until payment;

- i. in all respects meet the requirement of Bylaw 49 hereof in the development, improvement, alteration, repair and other treatment of improvements on or in his Unit;
- j. if any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefor, that are capable of being used or are used in connection with any other Unit or Common Property, shall at any time pass in, on, under, over or through the Owner's Unit then the Owner shall not in any way tamper, interfere with, damage or otherwise treat such pipes, wires, cables, ducts, conduits, transformers, or other facilities in any way whatsoever that may affect their use or enjoyment by other Unit Owners. Further, the Owner shall permit the Corporation and any and all suppliers of the utilities and services and their respective contractors, agents, employees, and workmen, with or without equipment at all times and from time to time to enter upon the Unit to inspect, maintain, service, repair and replace the said pipes, wires, cables, ducts, conduits, transformers, or other facilities;

PART III: THE CORPORATION

3. Board of Management of the Corporation and Eligibility for the Board

- 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 hereof. The Board (subject to the following) shall consist of not less than three nor more than seven persons and shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting), but where there are not more than thirty (30) different Owners, the Board may consist of one person;
- b. ownership of a Unit is necessary for election and membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the Board; provided that no Owner who is indebted to the Corporation for an assessment or assessments which are more than 30 days overdue after written notice of default shall be eligible for election or membership on the Board. For purposes of this bylaw 3b. only, "ownership" shall include any individual who is a majority shareholder of a Unit Owner that is a corporation, or the spouse or immediate family member of a Unit Owner. Only one spouse may sit on the board at any given time; and
- c. at any election of Board members, each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

4. **Removal or Disqualification From the Board**

- a. except where the Board consists of all the Owners, the Corporation may by resolution at an extraordinary general meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting;
- b. the office of a member of the Board shall, ipso facto, be vacated:
 - (i) if he becomes insolvent or, being more than 30 days in arrears in payment of any instalments or payments required to be made by him as an Owner as herein set forth, he fails to cure his default within ten (10) days after written notice from any other Board member requiring him to cure such default;
 - (ii) if he becomes of unsound mind or mentally incompetent, or dies;
 - (iii) if he is convicted of an indictable offence;
 - (iv) if he resigns his office by writing, served upon the Corporation;
 - (v) if he be absent from meetings of the Board for three consecutive meetings without leave and his co-members resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated.

5. **Casual Vacancy**

Any casual vacancy on the Board may be filled by resolution of the remaining persons on the Board until the next annual general meeting of the Corporation.

6. **Quorum for Meeting of the Board**

Except where there is less than thirty (30) different persons who own Units in the condominium, a quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members and four where the Board consists of seven members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due notice of the meeting.

7. **Chairman of the Board**

The President and in his absence the Vice-President (if any) of the Corporation shall act as chairman of each meeting of the Board. If neither shall be present then at the commencement of the meeting the Board shall elect a chairman for the meeting. The chairman shall not have a

casting as well as an original vote, and if any chairman vacates the chair during the course of a meeting the Board shall choose in his stead another chairman who has the same rights of voting.

8. Voting at Board Meetings

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

9. Duties of the Corporation

The Corporation shall:

- a. control, manage and administer the Common Property and property owned by the Corporation for the benefit of all the Owners and for the benefit of the entire project;
- b. do all things required of it by the Act, these Bylaws, the Common Property rules and other rules and regulations of the Corporation in force from time to time;
- c. where practical establish and maintain the Common Property;
- d. maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, sewers, transformers, pedestals, light standards, fire hydrants and other facilities for the furnishing of utilities and services and common area lighting for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- e. upon written request therefor made by a Unit Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or mortgagee, provide such Owner or mortgagee with either a duplicate original or certified copy of all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies; and further shall, without request therefor being required, provide the same to the registered first mortgagee of any Unit who has notified the Corporation of its mortgage, including all renewal certificates or replacing policies issued at any time and from time to time which such mortgage remains undischarged;
- f. call a general meeting of the Owners and mortgagees within 90 days from the day that 50% of the Units are sold or 180 days from the day that the first Unit was sold, whichever occurs sooner.
- g. call a general meeting of the Owners and mortgagees once in each calendar year, and in all cases allow no more than fifteen months to elapse from one general meeting to the next;

- h. control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation; provided that nothing herein shall obligate the Corporation to keep or retain any land or chattels or other property it may from time to time acquire;
- i. provide and maintain adequate garbage disposal facilities on the Common Property for use by all Owners and provide for regular collection therefrom;
- j. maintain and repair any Units owned by the Corporation notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise;
- k. subject to any obligations imposed by these Bylaws or the Corporation upon any Owners to maintain any part of the Common Property (including without limitation privacy areas) over which such Owners are granted exclusive rights of use by the Corporation, maintain the Common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise;
- l. without limiting clause k. hereof, maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
 - (i) all utility services within, on, in, under and through the Common Property;
 - (ii) all roadways, curbs, sidewalks, parking areas, fencing and other common facilities on the Common Property; and
 - (iii) any common area lighting, fire hydrant, project mailbox whether situate on Common Property or on Units.
- m. 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;
- n. at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 37 of the Act (or any provision passed in substitution therefor); and
- o. provide landscaping, grounds-keeping, gardening, snow and ice removal and similar services to outside areas to such standard as the Board may determine;
- p. obtain and secure all reserve fund studies required to be obtained or secured under the Act and any regulations thereunder;
- q. establish, levy, collect and administer Common Expense levies including reserve funds levies and reserve funds as required by law and as may be determined by the Board to be appropriate for the Corporation from time to time;

- r. determine, administer and deal with reserve funds for future maintenance of Common Property and property owned by the Corporation in accordance with the requirements of the Act and regulations thereunder;
- s. place and maintain for and on behalf of the Corporation and all Owners, fire, extended peril, third-party liability and other insurance as required from time to time under the Act or these Bylaws.

10. **Powers of the Corporation**

The Corporation may:

- a. purchase, hire or otherwise acquire personal and/or real property for use by Owners in connection with their enjoyment of Common Property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by 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 THREE THOUSAND and 00/100 (\$3,000.00) Dollars on any single occasion or incur aggregate indebtedness at any time exceeding SIX THOUSAND and 00/100 (\$6,000.00) Dollars without such borrowing or incurring of debt being approved by ordinary resolution of the persons entitled to vote at meetings of the Corporation;
- c. secure the payment of moneys 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 moneys in the funds for administrative expenses or reserve funds to the extent permitted by law for trustees under the Trustee Act of Alberta;
- e. make an agreement with any Owner or occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or occupier thereto including without limitation maintenance or repair of utilities services and other such services to the Unit with or without charge therefor to the Owner;
- f. grant to an Owner a lease or other right to exclusive use and enjoyment of Common Property, or special privileges in respect thereof;
- g. 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 the Units with which it may be concerned, including without limitation the following:

- (i) commence and prosecute proceedings under Section 29 of the Act (or any provision passed in substitution therefor);
 - (ii) impose, collect and deal with damage deposits under Section 44 of the Act (or any provision passed in substitution therefor);
 - (iii) give notices to give up possession of Units pursuant to Section 45 and make applications to the court under Sections 46 and 47 of the Act (or an provision passed in substitution for the said sections) provided that such notices and such applications shall not be given or made unless the damage caused by a tenant to Common Property is the result of breach of these Bylaws or wilfully wrongful or grossly negligent acts or omissions;
- h. pay an annual honorarium or salary, or stipend, to a member or members of the Board as may be determined from time to time by ordinary resolution of the Corporation;
 - i. on ordinary resolution of the Corporation require that all members of the Board shall be bonded by recognized bonding institutions in an amount of not less than \$ 10,000.00, the cost of such bonding to be a Common Expense of the Corporation;
 - j. impose and exact the fees and charges referred to in Bylaw 16e. hereof;
 - k. at any time, without notice, enter any Unit if it becomes aware of or reasonably suspects conditions or circumstances that are hazardous or a danger to other Units.

11. **Officers of the Corporation**

The Board shall from time to time elect a President and may elect a Secretary, Treasurer and/or Vice-President.

12. **Duties of the Officers**

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

13. **Seal of the Corporation**

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed; provided, however, that if all Units are owned by less than thirty (30) different people, then the affixing of the corporations seal need be attested by only one member of the Board who is or represents the Owner of all the Units.

14. **Signing Authorities**

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

15. **Duties of the Board**

The Board shall:

- a. cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the secretary;
- b. cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the secretary;
- c. cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the treasurer;
- d. cause to be prepared proper accounts relating to all moneys of the Corporation and the income and expenditures thereof, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the treasurer;
- e. on application of an Owner or mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any Owner or mortgagee who makes specific request therefor copies upon payment of a reasonable fee of all minutes of all meetings of the Corporation and of the Board;
- f. on application of an Owner or mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expenses assessments and with regard to fulfilment of all Owners obligations in connection with the project and his Unit and copies of current financial statements and statements of Common Expenses of the Corporation;
- g. cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth:

- h. upon the written request of an Owner, purchaser or mortgagee of a Unit provide the particulars and materials required to be provided under Sections 31(3), 36 and 39 of the Act (or any provisions passed in substitution therefor);
- i. at all times keep and maintain in force all liability insurance required hereunder and by the Act to be maintained by the Corporation;
- j. without limitation of its other duties and powers, exercise and perform the powers and duties of the Corporation under Bylaw 10g. hereof;
- k. perform and exercise its duties, powers and functions in good faith and for the general benefit of the Condominium Property as a whole and all Owners and Unit mortgagees;
- l. unless and except as otherwise resolved by special resolution of the Corporation, employ for and on behalf of the Corporation an independent professional management agency, agent or manager (herein referred to as the Manager) to supervise, manage, carry out and perform any or all of the duties of the Corporation set out in Clauses (a), (b), (c), (d), (e), (h), (i), (j), (k), (l), (m), (o) and (s) of paragraph 9 hereof and such other duties as the Board may determine from time to time, subject always to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. Without limiting the generality of paragraph 18 hereof, if any group of persons entitled to vote representing twenty-five (25%) percent of the total unit factors of the Units shall at any time be dissatisfied with the fitness or suitability of such Manager employed as aforesaid or the adequacy of the work or service performed by him, such group of persons may by requisition addressed to the Corporation require the calling of an extraordinary general meeting; and upon such a requisition being made as aforesaid the Board shall forthwith call an extraordinary general meeting of the Corporation to consider the complaint or complaints of such group of persons, and the continuance or termination of the employment of such Manager and/or terms thereof and/or the employment of a replacement shall be considered and determined by ordinary resolution at such meeting and the Board shall govern itself according to such resolution. The Manager employed by the Board as aforesaid need not devote his full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion. Until such time as all units in the condominium are sold by the Developer or the 31st day of December, 2002, whichever last occurs, the Developer or a company associated with the Developer, may act as Manager subject to all the provisions of this paragraph and these Bylaws, and carry out the duties and functions set out in paragraph 9 hereof. Such management shall be terminable by the Board on sixty (60) days notice in any event. If the Board so determines, the said manager, subject to all of the provisions of this paragraph and these Bylaws, be continued or re-employed as Manager from time to time after the sale of all units by the Developer; and

- m. establish and maintain a fund called a “Capital Replacement Reserve Fund” to be used for the repair, replacement or improvement of:
 - (i) any real or personal property owned by the Corporation, and
 - (ii) the Common Property where the repair, replacement or improvement does not occur annually; and utilize such fund for the said purposes.

16. **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 it shall meet when any member gives to the other members not less than seven days notice of a meeting proposed by him specifying the reason for calling the meeting;
- b. employ for and on behalf of the Corporation an independent reserve fund study professional from time to time to complete reserve fund studies and make recommendations in respect of establishment and maintenance of reserve funds;
- c. employ or authorize the Manager to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- d. subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- e. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or hereunder; and
- f. change the name of the Corporation as and to the extent permitted by the Act.

PART IV: MEETINGS

17. **Procedure at Meetings**

- a. All meetings of the Board and general meetings shall be conducted according to the rules of procedure set out in Roberts Rules of Order.

- b. All general meetings other than annual general meetings shall be called extraordinary general meetings.

18. Convening of Meetings

The Board may whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to vote representing twenty-five (25%) percent of the total unit factors for Units, convene an extraordinary general meeting. The Board will convene annual general meetings as and whenever required by the provisions of these Bylaws.

19. Notice of Meetings

Subject to the provisions of Bylaw 37 hereof, seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered first mortgagees who have notified their interests to the Corporation but accidental omission to give that notice to any Owner or to any registered first mortgagee or non-receipt of that notice by any Owner or any first 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.

20. Business

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

21. Chairman of Meetings

The President and in his absence the Vice-President (if any) of the Corporation shall act as chairman of the meeting. In the absence of (or inability or unwillingness to act of) both the President and Vice-President then at the commencement of the meeting a chairman of the meeting shall be elected.

22. Quorum Required

Except as otherwise provided in these Bylaws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing no less than one-third (1/3) of the Units constitute a quorum at any general meeting.

23. Adjournment for Lack of Quorum

If within one-half hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the corresponding day in the next week at the same

place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting the persons entitled to vote who are present constitute a quorum.

24. **Order of Business**

- a. At the commencement of a general meeting a chairman of the meeting shall be elected if the President and Vice-President are not present or are unable or unwilling to act as chairman.
- b. The order of business at general meetings and, as far as practical at all extraordinary meetings shall be:
 - (i) Election of chairman of meeting (if required);
 - (ii) Calling of the roll and certifying of proxies;
 - (iii) Proof of notice of meeting or waiver of notice;
 - (iv) Reading and approval of any unapproved Minutes;
 - (v) Reports of officers;
 - (vi) Reports of committee;
 - (vii) Election of Board members, if necessary;
 - (viii) Unfinished business;
 - (ix) New business;
 - (x) Adjournment;

25. **Resolutions**

At any meeting a resolution moved or proposed at the meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on a 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, but a demand for a poll may be withdrawn.

26. **Method of Taking a Poll**

A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

27. **Equality of Votes**

In the case of equality in the votes whether on the show of hands or on a poll the chairman of the meeting is not entitled to a casting vote in addition to his original vote.

28. **Voting**

On a show of hands each person entitled to vote shall have one vote; on a poll the votes of persons entitled to vote shall correspond with the unit factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special Resolution or Unanimous Resolution all matters shall be determined by a simple majority vote. In the event of a tie vote, the vote fails.

29. **Manner of Voting**

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

30. **Proxies**

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner or mortgagee.

31. **Entitlement to Vote**

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

- a. such restrictions (if any) as are set out in the Act;
- b. where an Owner's interest in a Unit is subject to a registered mortgage notice of which mortgage has been given to the Corporation, a power of voting conferred upon such Owner by the Act or by these Bylaws,
 - (i) if a Unanimous Resolution is required, may not be exercised by the Owner, but is exercisable by the registered mortgagee first entitled in priority, and

- (ii) in other cases, is exercisable by the mortgagee first entitled in priority, and may not be exercised by the Owner, if the mortgagee is present personally or by Proxy,
- c. No Unit Owner is entitled to vote at the Annual General Meeting if the Unit Owner is unable to verify to the satisfaction of the Chairman of that meeting that his or her Unit is not insured as required by these bylaws;

and this provision shall apply whether or not Section 21 of the Act continues in force in its form at the time of the registration of the Condominium Plan, unless the Act is amended to require otherwise.

32. **Vote by Co-Owners**

Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when a Unanimous Resolution of Owners is required by the Act; but any one co-owner may demand a poll, and on any poll each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the Unit of such of the joint owners as do not vote personally or by individual proxy.

33. **Successive Interests**

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll, and this Bylaw is applicable whether or not a Unanimous Resolution of Owners is required under the Act.

34. **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.

35. **Signed Resolutions**

- a. a resolution of the Board in writing signed by all of its 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 upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in Bylaw 1(q) shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as, and be a Special Resolution; and any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in

person or by proxy as contemplated in Bylaw 1(r) shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be a Unanimous Resolution.

36. Observance of Bylaws and Severability

- a. The Corporation, the Board and all Owners, tenants and other occupants of Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time whether or not such Bylaws or any parts thereof are registered at the Land Titles Office.
- b. If any provision or provisions of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and affect as if the severable provision or provisions had not been included in these Bylaws.

37. Amendment of Bylaws

The Bylaws or any of them may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. Except where Bylaws are amended by a signed resolution under Bylaw 35b. hereof, thirty (30) days' prior notice of any proposed changes to the Bylaws must be given to all Owners and to all mortgagees who have notified their interest to the Corporation, such notice to specify the changes that are proposed or to be considered.

PART V: ADMINISTRATIVE PROVISIONS

38. Financial Statement

If required by any general meeting, the annual financial statements produced by the Board shall be audited and certified by auditors appointed by the Board.

39. Expenditures by Manager

Any Manager appointed by the Board may, from time to time, make expenditures not to exceed Five Hundred (\$500.00) Dollars without specific approval of the Board, but any expenditure in excess of Five Hundred (\$500.00) Dollars must be approved by the Board.

40. Bonding of Manager

Any Manager other than the Developer shall be bonded for at least one year's projected expenditures, unless otherwise decided at a general meeting, provided that bonding protection for a Manager of a condominium project is obtainable in the Province of Alberta at reasonable cost.

41. **Estoppel Certificates**

Any certificate as to the Owner's position with regard to Common Expense assessments or otherwise, issued by the Corporation, signed by at least two Board members or by the Manager, shall be deemed an estoppel certificate, and the Corporation and all of the Owners shall be stopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against the Unit Owners of all obligations of the Unit Owners whether improperly stated in such estoppel certificate or not.

42. **Mortgagees Represented on Board**

No registered mortgagees or representatives of them may be members of the Board at any time.

43. **Notice of Default to Mortgagee**

Any notice of default sent to an Owner shall also be sent to all those mortgagees holding registered mortgages of such Owner's Unit who have notified the Corporation of their mortgages.

44. **Cash Reserves**

The Board shall provide for the maintenance of reasonable reserve funds for replacement of improvements and equipment and a reasonable cash reserve as an operational reserve.

45. **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 given as set out in the Act;
- b. upon an Owner by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners), by leaving same at the Unit, or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of his Unit (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any e-mail address or fax number provided to the Corporation by the Owner or such other electronic means as agreed, in writing, between the Owner and the Corporation; and
- c. upon a mortgagee of a Unit by delivery by hand to the mortgagee (or if a Corporation to a person in authority with such mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the mortgagee at the 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 or include amendment of these Bylaws or 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 and the filing of a notice of change in the form prescribed by or under the Act at the Land Titles Office. A mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing provided, however, that if there shall be an interruption of mail service, the notice shall not during such interruption be given by mail but shall be given by personal delivery or personal service.

46. **Insurance**

- a. The Board on behalf of the Corporation shall obtain and maintain at all times insurance on all the Units and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include the following:
 - (i) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
 - (ii) coverage to the full replacement value of all buildings and other fixed improvements and all chattels and other property belonging to the Corporation or forming part of the Common Property;
 - (iii) that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
 - (iv) that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any mortgagee in any way or to any extent;
 - (v) standard mortgagee endorsements in favour of all mortgagees who have notified their interests to the Corporation.

- b.
 - (i) Each Unit Owner shall at all times obtain and maintain a homeowner's policy of insurance for their Unit or Units, for both liability and property, with coverage for all insurable property both real and personal of any nature whatsoever to its full replacement value without deduction for depreciation, and provided that the liability of the insurers issuing insurance to the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner.
 - (ii) All policies of insurance obtained by Unit Owners shall include a standard mortgage endorsement in favour of all mortgagees who have notified their interests, as well as provision that no breach of a statutory condition shall invalidate the policy.
 - (iii) Each Unit Owner shall be required to verify insurance coverage for their Unit or Units at each Annual General Meeting of the Association in order to vote at that meeting. The Board may request verification of insurance at any time upon notice to the Unit Owner.
- c. In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their mortgagees.
- d. Policies of physical damage insurance may only contain co-insurance on a stated amount basis (and not on any other basis) and only if and as long as the following requirements to appraise are met. All policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days prior written notice to the Corporation of their interests. Prior to obtaining any policy of fire insurance or any renewal thereof the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Building and other improvements comprising the condominium all common property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.
- e. The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the

Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured.

- f. All policies of insurance shall name as insured both the Corporation and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the liability policy.
- g. The Corporation shall, immediately upon the occurrence of any substantial damage to any of the improvements forming part of the condominium property, notify the mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.
- h. Without limiting any provision in these Bylaws extending greater liability to an Owner for damage caused by an Owners breach of Bylaws or other fault, in the event a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss or damage for which the claim is made is a negligent or other wrongful act or omission of or a breach of Bylaws by an Owner or his tenants, family, guests, invitees or licensees, then the Owner shall pay to the Corporation the amount of any insurance deductible applicable to such loss or damage. Such deductible amount shall be recoverable by the Corporation as if it were a Common Expense levy upon the Owner's Unit or Units and will be a charge upon such Unit or Units.

PART VI: OCCUPATION AND USE OF UNITS

47. Owner's Usage

An Owner shall not:

- a. use his Unit for any purpose that may be illegal or injurious to the regulation of the Units comprising the condominium or the Parcel;
- b. make undue noise in or about any Unit or Common Property; or
- c. keep any pets or animals of any kind in any Unit or on the Common Property except a dog or cat, to a maximum of 2 dogs, 2 cats, or a combination of 1 dog and 1 cat per Unit provided that such Owner must ensure that:
 - (i) such dog or cat is not allowed to be at large (i.e. is not on a leash or being carried) on the Common Property;

- (ii) the Owner is responsible to and shall promptly pick up and properly dispose of any droppings from the dog or cat, both within the Owner's Unit and on the Common Property;
- (iii) the dog or cat does not bother any of the other Unit Owners, whether by noise, aggressive behaviour or otherwise; and
- (iv) if the Board determines (in its sole judgment) that a dog or cat is a nuisance or hazard, or an undue annoyance to other Unit Owners, then the pet will be removed from and shall no longer be kept on or in the Unit.

48. One Family Only

- a. Each 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, and for the purposes of this Bylaw:
 - (i) "one-family residence" means a Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed:
 - (ii) "Boarder" means a person to whom room and board is regularly supplied for consideration; and
 - (iii) "Roomer" is a person to whom a room is regularly supplied for consideration.
- b. No Unit other than Units 22, 23, 24 and 25 shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit, and without limiting the generality of the foregoing no Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person; provided, however, that the foregoing shall not prevent the Developer from maintaining a Unit or Units owned by it as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units have been sold by such Developer, nor shall it prevent any other Owner of a Unit from leasing, renting or selling, or offering or showing his Unit for lease, rent or sale.

49. Restrictions and Requirements

The following restrictions and requirements shall apply to all Units, and all Unit owners shall strictly comply with and observe and perform the same:

- a. Any and all alterations or improvements at any time developed, constructed or placed in or on Units shall meet the requirements of the municipal and provincial

building codes and bylaws applicable to the Parcel and the Unit as well as any greater requirements set out in the Unit Restriction;

- b. No alterations or improvements shall be done or made that adversely affect structure or integrity of the utility and other services shared in common with other Units or Common Property (or both);
- c. Owners are responsible for, shall repair and make good and shall indemnify the Corporation and other Owners (including the Developer as Unit Owners) from and against, any and all damage to the Common Property howsoever caused, by any person doing construction or maintenance work on or in respect of the Owner's Unit. The Corporation shall not be responsible to repair or restore any such damage to Common Property except such as may be caused by the Corporation itself, or its servants or agents;
- d. The limitation in this Bylaw 49 shall not and do not apply to the Developer, whose freedom to develop or build shall be unfettered.

50. **Fire Hazard**

No Owner shall do or permit anything to be done in the Parcel or in any Unit or bring or keep anything thereon which will in any way increase the risk of fire or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy upon the Parcel or any part thereof or conflict with any of the rules and ordinances of the Municipal Health Department or with any statute or municipal Bylaw or with any other law whatsoever. Further, and without limitation, all cooking and barbecue equipment and facilities on or in a Unit shall remain attended at all times when alight and managed and operated in manner that ensures no fire or smoke hazard or annoyance or nuisance to the other Units or occupants thereof.

51. **Plumbing**

Toilets, sinks, tubs, drains, sumps and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein.

52. **Combustible Materials**

No stores of gasoline or other combustible or inflammable goods or materials and no hazardous or offensive goods, provisions or materials shall be kept on or in any Unit. Notwithstanding the above an Owner may keep gasoline and related products on his Unit providing such products are stored in an approved container not exceeding a capacity of 40 litres.

53. **Signs**

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit or Common Property without written consent of the Board first being obtained; provided however, that the foregoing shall not prevent the Developer from displaying such signs, billboards, notices or advertising material as it may desire for sale purposes until all Units have been sold by the Developer; nor will it prevent an Owner from displaying reasonable "For Sale" or "For Rent" signs in respect of the offering of his Unit for sale or rent (the acceptability of any such signs to be determined by the Board).

54. **Water**

Water shall not be left running unless in actual use in or outside any Unit.

55. **Garbage**

All garbage shall be securely and tightly wrapped in leak-proof containers, and sealed, so as not to break or spill in any containers provided and shall be deposited as directed by the Board. No flammable, explosive, toxic or hazardous substances shall be placed into any garbage containers.

56. **Animals**

No animal, livestock, fowl or pet of any kind shall be kept in any Unit or brought into or on Common Property except to the limited extent provided in Bylaw 47(c.).

57. **Tenants and Occupiers**

- a. An Owner shall not lease or grant possession of his Unit to any tenant or occupier for a term of less than 1 month.
- b. An Owner other than the Developer who leases or grants possession of his Unit to any tenant or occupier shall:
 - (i) comply with the damage deposit requirements (if any) of the Corporation;
 - (ii) cause the tenant or occupier to undertake in writing to be bound by and comply with the Bylaws of the Corporation; and
 - (iii) give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by and observe and perform the requirements of the Bylaws of the Corporation;

provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit. The Developer, as a lessor, shall cause its tenants or other occupiers to abide by and comply with the Bylaws of the Corporation.

58. **Noise**

Owners, their families, guests, visitors, tenants and servants shall not make or permit, create or permit creation of, or continuation of any noise or nuisance on or in the Units or on the Common Property or anything that will or may in the opinion of the Board unreasonably annoy or disturb or interfere in any way with other Owners or occupants or those having business with them. No noise caused by any instrument or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other Owners shall be permitted. Without limiting the generality of the foregoing, no noise exiting an Owner's Unit caused by any appliance, instrument, electronic device or other device or by voices that exceeds 15 decibels shall be permitted between the hours of 11:00p.m. and 8:00 a.m.

The limitation in this Bylaw 58 shall not apply to the Developer.

59. **Health**

- a. No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever;
- b. Units must be kept clean and in good order and free of insects and other vermin.

60. **Privacy**

No Owner shall trespass, or permit any occupant of his Unit to trespass on any part of the Common Property which is a Privacy Area of another Owner or Unit.

61. **Private Vehicles**

No motor vehicle other than a private passenger automobile shall be parked on parking space or driveway within the Common Property without the prior written consent of the Board.

62. **Motor Vehicles**

- a. No motor vehicle (including snowmobiles and motorbikes) shall be driven on any part of the Parcel other than on a roadway, driveway or parking space;
- b. No house or tent or boat trailer, or other trailer, boat, snowmobile, machinery or equipment of any kind shall be parked on any part of the Common Property unless expressly permitted by the Board;

- c. No repairs or adjustments to motor vehicles or automobiles may be carried out on the Parcel, except in an Owner's garage;
- d. A motor vehicle which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located on any part of the Parcel; and
- e. No motor vehicles shall be parked on any Common Property for any period exceeding 48 hours, and no motor vehicles shall be placed or parked anywhere in a manner that interferes with access over Common Property roadways or sidewalks or fire access.

63. Parking Areas

Common Property parking shall be used only as permitted by these Bylaws and the Board(s) rules for such use. The use of such stalls shall be strictly permitted and regulated by rules established by the Board from time to time.

PART VII: PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY

64. Landscaping and Other Common Property

Owners, their families, guests, tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers and flower beds) and any and all chattels owned or kept by the Corporation nor shall they interfere with or delay the Corporation in the performance of its maintenance of grounds, utilities and other services and fences or its snow removal duties.

65. Exclusive Use

- a. The Owner of a Unit has the exclusive right to use the Privacy Area adjoining that Owner's Unit.
- b. The Owner of a Unit shall be responsible, at the Owner's sole cost, to maintain and repair the Privacy Area adjoining that Owner's Unit.

66. Sidewalks and Walkways

The sidewalks, walkways, roadways and parking areas shall not be obstructed by any owner, his family, guests, tenants or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units; and 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 exclusively.

67. Animals on Common Property

No animal, livestock, fowl or pet of any kind shall be kept on or allowed to run at large over any part of the Common Property, except as permitted by Bylaw 47 (a)(iii).

68. Combustible Material on Common Property

No stores of gasoline or any other combustible or inflammable goods or materials, and no hazardous or offensive goods, provisions or materials of any kind shall be kept on any part of the Common Property.

69. Structures on Common Property

- a. No trailer either with or without living, sleeping, or eating accommodation and no tent, or shed or portable building shall be placed, located, kept or maintained on the Common Property except with the prior written approval of the Board, and if any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner;
- b. No part of the Common Property or Privacy Areas shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, or trees, or for the disposal of rubbish, garbage or waste except only by the Corporation.
- c. An Owner of a Unit may construct a landing on the Privacy Area adjoining the Owner's Unit providing such landing complies with the architectural controls set out in the Unit Restriction.

70. Antennas

No antenna, aerial, satellite dish, tower or appurtenances thereto shall be erected on any part of the Common Property except by the Corporation.

71. Signs

No signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Common Property without the prior written consent of the Board.

72. Personal Property

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any Owner's property of any kind or nature whatsoever; nor will it be responsible for any loss or damage from any cause whatsoever to any contents on or in any Unit. The insuring of any contents on or in the Units is the responsibility of the individual Owners solely.

73. Sales

No auction sale or other sale shall be held in or about the Common Property without consent in writing of either the Manager of the condominium or the Board.

74. 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 and directional controls.

75. Recreational Use

No portions of the Common Property designated for recreational use shall be used by any Owner, and no Owner shall permit any other person to use such areas, except only in accordance with the rules and regulations therefor which shall be established from time to time by the Manager, the Board, or the Corporation.

76. Harbour

- a. A portion of the harbour has been leased to the Marina (Owner of Unit 23) for the purpose of constructing a boat launch and docks. The area of the harbour leased to the Marina (Owner of Unit 23) shall be considered the private property of the owner of Unit 23 and shall not be used by an Owner without the prior approval of the Owner of Unit 23.
- b. Maximum boat speed within the harbour, access channel and foreshore channel is 5 kph. Slow boat speed is required to properly maintain the erosion protection of the banks, shoreline and fish spawning habitat.
- c. Aeration lines are installed in the harbour and therefore fishing and anchoring in the harbour is prohibited.
- d. Boat owners shall not pump bilges into the harbour.
- e. Unit Owners who have entered into a Licence Agreement with Sunset Marina Ltd. may place a private dock/boat landing at their Privacy Areas provided they follow the Architectural Guidelines for boat lands and obtain final design approval from Sunset Marina Ltd. Boats may be docked at the Unit Owner's private dock at any time, provided only one boat may be docked at a time. The maximum length of a boat docked at a Unit Owner's private dock is 25 feet. Notwithstanding the above,

to maintain proper channel access, boats are not permitted to be docked at any time at Units 6, 50, 51, and 52 without the express consent of the Board.

- f. No portion of the harbour shall be used by an Owner, and no Owner shall permit any other person to use such areas, except only in accordance with the Unit Restrictions and rules and regulations therefore which shall be established from time to time by the Manager, the Board, the Corporation, or the Owner of Unit 23 as it relates to the area leased by the Owner of Unit 23.

PART VIII: MISCELLANEOUS

77. Maintenance

- a. Each Owner shall be responsible for the repair and maintenance of his Unit and all improvements now or hereafter situate therein. Should any Owner fail to do such maintenance (other than repairs that are insured against by the Corporation) and clean-up in a manner satisfactory to the Board or its representative and such failure continues after ten (10) days written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done the clean-up, repair or maintenance required to cure such breach by the Owner and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such clean-up, repair or maintenance and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit and shall be a charge upon the Owner's Unit. In the event that the Owner's default involves any risk of loss or damage to the Common Property or to the other Units the Corporation may act without any prior notice.
- b. Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items referred to in Bylaw 9(1.) hereof by any wilful or negligent acts of himself, members of his family, his tenants, invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation; and should any Owner fail to repair in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

78. Common Expenses

The Common Expenses of the Corporation shall, without limiting the generality of the definition thereof in Bylaw 1 hereof, include the following:

- a. all levies or charges on account of electricity, water, gas and fuel services supplied to the Corporation;
- b. the cost of and charges for all management fees;
- c. all costs and charges on account of landscaping and maintenance of and snow removal from Common Property;
- d. all reserves for repairs to and replacements of Common Property;
- e. all costs of and charges for maintenance and repair of Common Property for which the Corporation is responsible;
- f. all costs of and charges for insurance maintained by the Corporation;
- g. all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
- h. the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, taxes, financing charges, Common Expense Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself;
- i. reserves and reserve funds for future maintenance and expenses;
- j. the costs and expenses of providing, maintaining and repairing landscaping, gardening, grounds, utilities and other services, and providing snow and ice removal service on the Parcel; and
- k. if the Board shall determine to provide heating, air conditioning, electrical or similar facility repair or maintenance or similar services inside Units to Owners in respect of their Units as a Common Expense expenditure, the costs and expenses of so doing.

79. Assessment for Common Expenses

- a. At least thirty (30) days prior to the beginning of each calendar year, the Board or at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such calendar year (including a reasonable allowance for future reserves, 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) which estimate of Common Expenses is herein called "Estimated Common Expenses". Each year's Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the unit factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Board may levy and assess the Owners in like proportion for costs and charges for Common Expenses estimated or incurred, from the date of registration of the Condominium Plan to the end of the calendar year in which registration occurred or for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Board may determine. If the amounts so estimated prove inadequate for any reason, including non-payment of an Owner's assessment, the Board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each Owner shall be obligated to pay any and all assessments levied pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board or the Manager with the consent of the Board (as the case may be) shall designate, and further pay interest on all assessments or payments in arrears at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved by Special Resolution calculated from the due date until payment.
- b. The omission by the Board before the expiration of any year, to fix the assessments hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the assessments, or any instalments thereof for that or any subsequent year, but the monthly instalments fixed for the preceding year shall continue until new instalments are fixed. No Owner can exempt himself from liability for his contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- c. The treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the Common Expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on week days.

80. Default in Payment of Assessments and Lien for Unpaid Assessments, Instalments and Payments

- a. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first, paramount lien against such estate or interest subject only to the rights and priorities of the mortgagee under any mortgage registered against such Unit prior to the date that the assessment, instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act and the Land Titles Act of Alberta. 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, instalment or payment and for so often as there shall be any such unpaid assessment, instalment or payment, provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner the costs incurred in preparing and registering the caveat, in enforcing or seeking to enforce the Corporation's lien and in discharging the caveat, all on a solicitor-and-his-own-client full-indemnity basis, and shall not be obliged to discharge any caveat until all arrears of the Owner (including interest and all such costs) are fully paid.
- b. Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment being made, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- c. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and such subsequent Owners as the Act may provide and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same.

81. Mortgage Protection

The Board shall from time to time notify any Unit mortgagee who has notified the Corporation of his mortgage of any Common Expense levies on the Unit mortgaged that are in arrears for more than 60 days.

82. Developer(s) Use of Property

Notwithstanding all other provisions hereof, the Developer shall be entitled to use of the Common Property areas and Units owned by the Developer for the purpose of displaying signs to indicate the sale or rental of Units and will be entitled to effect all other reasonable use of the Common Property and Units to assist in selling or renting any of the Units including the use of show homes for such purposes and including bringing and allowing prospective purchasers and tenants or other occupants of units in and upon the condominium property and portions thereof.

83. Indemnity of Board Members and Manager

Every member and every former member of the Board and his personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which any such member or former member may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonest act or omission, wilful neglect, wilful default or failure to act in good faith.

Every manager and former manager retained by the Board, and his personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which any such manager or former manager may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him as manager or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonest act or omission, wilful neglect, wilful default or failure to act in good faith.

84. Majority of Units Owned by Developer

Notwithstanding all other provisions herein contained, for as long as thirty (30) or more Units are registered in the name of the Developer, without disposition by way of transfer or lease, the Corporation shall not:

- a. impose or collect Common Expense charges or assessments;
- b. establish or maintain a Capital Replacement Reserve Fund; or
- c. collect tenant deposits.

