

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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NOTICE OF CHANGE OF BYLAWS

(CDE-1: Form 3)
(CONDOMINIUM PROPERTY ACT, s.32)

CONDOMINIUM CORPORATION NO. 9910148 ("the Corporation") hereby certifies that by a special resolution passed as of the 29th day of November, 2012:

- (a) the Corporation's bylaws, being the Bylaws registered as Instrument #991 021 118 on January 25, 1999 and instrument #101 094 762 on April 6, 2010, are repealed; and
- (b) the Bylaws attached to this form shall become the Bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 30th day of November, 2012 under the hands of its proper signatories set forth below.

**CONDOMINIUM CORPORATION
NO. 9910148**

Per: _____

President

Per: _____

Secretary/Treasurer

14-01-13A01:13 RCVD

(Corporate Seal)

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BYLAWS OF CONDOMINIUM CORPORATION NO. 991 0148

SUMMARY OF CONTENTS

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #991 021 118 ON JANUARY 25, 1999 AND AS INSTRUMENT #101 094 762 ON APRIL 6, 2010.

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

NOTE: These Bylaws have been passed by Condominium Corporation No. 991 0148 for the purpose of repealing, replacing and substituting the Bylaws registered in the South Alberta Land Registration District as Instrument #991 021 118 on January 25, 1999 and as Instrument #101 094 762 on April 6, 2010.

WESTSIDE LOFTS

BYLAWS OF CONDOMINIUM CORPORATION NO. 991 0148

DEFINITIONS AND INTERPRETATION

1. In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

- a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- b) "Board" means the Board of Directors of the Corporation;
- c) "Building" means the Building on the Project containing the Units and Common Property;
- d) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- e) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;
- f) "Common Expenses" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- g) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan;
- h) "Condominium Plan" means the Condominium Plan registered under the Act as No. 991 0148;
- i) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 991 0148";
- j) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- k) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- l) "Manager" means any property manager contractually appointed by the Board;
- m) "Municipality" or "Municipal" means the City of Calgary;
- n) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year;
- o) "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 and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than fifty (50%) percent of the total Unit Factors for all of the Units;
- p) "Owner" means a person or persons who is or are registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a tenant;
- q) "Parcel" means the land comprised in the Condominium Plan;
- r) "Privacy Area(s)" means:
- i) the balcony or patio area immediately adjacent to and affixed to a residential unit to which such Unit Owner has sole access; and
 - ii) an outside area of the Common Property, as assigned pursuant to these Bylaws, for the purpose of parking one (1) Private Motor Vehicle thereon;
- s) "Private Motor Vehicle" means cars, station wagons, motorcycles, light trucks up to three-quarter (3/4) ton size, mini-vans and sport utility vehicles;
- t) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the Units and Common Property;
- u) "Regulation" or "Regulations" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- v) "Special Resolution" means a resolution:
- i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units; or
 - ii) agreed to in writing by not less than seventy-five (75%) percent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units;
- w) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- x) "Unit" means a space situated within a Building and described as a Unit in the Condominium Plan by reference to floors, walls and ceilings within the Building and shall include for the purposes of these Bylaws:
- i) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;

- ii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood-look-alikes;
 - iii) all non-load bearing partitions, including their studs;
 - iv) all items not necessarily common to all Units such as the intercommunication systems or any security system;
 - v) all electrical appliances and fixtures and all insulation in the Unit;
 - vi) all Unit plumbing, including pipes and fixtures, inside the interior finishing of the floors, walls and ceilings of a Unit including, but not limited to:
 - (A) bathroom fixtures such as baths, toilets and sinks;
 - (B) bathtub trap;
 - (C) kitchen sink and pipes under sink;
 - (D) all water taps (kitchen and bathroom);
 - vii) all interior doors and hardware;
 - viii) all Unit electrical including, but not limited to, panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of the Unit;
- y) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4, or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time or in any statute or statutes passed in substitution thereof. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

MISCELLANEOUS PROVISIONS

2. In addition:

a) **HEADINGS**

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

b) **RIGHTS OF OWNERS**

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

c) **CONFLICT WITH ACT**

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

d) EXTENDED MEANINGS

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

DUTIES OF THE OWNERS

3. An Owner SHALL:

a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:

- i) inspecting the Unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;
- ii) maintaining, repairing or renewing the Common Property;
- iii) ensuring that the Bylaws are being observed;
- iv) doing any work for the benefit of the Corporation generally; and
- v) gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

b) forthwith:

- i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and
- ii) pay all rates, taxes, charges and assessments that may be payable in respect of his Unit;

c) duly and properly clean, wash, repair, maintain and replace:

- i) the interior of the Unit and all improvements and additions thereto;
- ii) all windows of the Unit that are located on the interior walls of the Unit. The Corporation shall wash the exterior surface of all inaccessible windows at their discretion. The Corporation shall paint the exterior window trim;
- iii) all window assembly components, if any, interior window trim and window hardware, window seals, the exterior window casing, trim and mouldings;
- iv) the doors of a Unit located on the interior walls of a Unit. An Owner shall paint the interior surface finishing and interior trim of Unit access doors and wash the same as required. The Corporation shall paint the exterior door trim and the exterior surface finishing of Unit access doors;
- v) the door frame, door lock assembly, door assembly components, if any, interior door trim and door hardware, the exterior door casing, trim and mouldings;
- vi) all screen doors and window screens;

- vii) any interior wall or ceiling mounted air-conditioning equipment that has been installed with the prior written consent of the Board;
- viii) all Unit appliances, closet doors and electrical repairs within a Unit;
- ix) access ladders to lofts;
- x) all taps, faucets, drain plugs and assemblies in bathtubs and sinks, and hoses on washing machines;
- xi) all electrical, electronic and mechanical devices which are mounted or located on the interior or exterior of the Unit for his own use entirely including, but not limited to, any security system;
- xii) thermostats inside the Unit;
- xiii) the mailbox key; and
- xiv) any Privacy Area (and any plants or landscaping therein) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58 and if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply.

BUT EXCLUDING the painting of the exterior surface or finishing of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eaves troughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- d) not paint the exterior of the Unit or Building nor make any repairs, additions or alterations to the exterior of his Unit or the Building (INCLUDING interior and exterior load bearing and partition walls, and including the installation of dryer vents) of which his Unit forms a part or to the common plumbing, common mechanical, common gas or common electrical systems within his Unit without first obtaining the written consent of the Board;
- e) use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors. Said usage shall be at one's own risk and peril;
- f) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- g) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his Unit;
- h) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to his Unit to similarly comply;

- i) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- j) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on solicitor and his own client full indemnification basis;
- k) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to a Board member or the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to a Board member or the Manager;
- l) deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- m) pay to the Corporation on demand any bank or Corporation charges for any late or NSF cheque written by such Owner;
- n) advise the Corporation as to who is using the parking stall assigned to the Unit. Only Owners or Occupants of the Project or their guests may use a parking stall unless prior written approval of the Board is obtained; and
- o) not unreasonably interfere with the lawful activities of the Board or the Corporation.

DUTIES OF THE CORPORATION

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

- a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to uphold these Bylaws;
- c) maintain and repair (INCLUDING renewal where reasonably necessary):
 - i) exterior lighting not in Privacy Areas and exterior light fixtures and their bulbs attached to the balcony or patio of the Unit;
 - ii) all Building heating systems, thermostats and zone valves in the Units;
 - iii) the entry panel and any security system for use by the entire Project;
 - iv) the mailboxes;
 - v) the tiered planters and terraces;

- vi) all electrical, boiler and mechanical rooms;
 - vii) perimeter and garbage fencing; and
 - viii) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Property;
- d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- e) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit over which such Owners are granted exclusive right of use, clean, maintain and repair:
- i) the exterior or outside surfaces of the Building (INCLUDING all windows, the skylight, and doors on the exterior walls of any Unit or the Building except to the extent the Owner is required to repair and maintain under Bylaw 3.c);
 - ii) exterior caulking, the weatherstripping around the skylight, windows and doors and any leakage around windows, skylights, and doors;
 - iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58;
 - iv) all parking areas, landscaped areas, common sidewalks and the fenced garbage enclosures;
 - v) balcony or patio walls, rails, privacy dividers, fencing and related posts;
 - vi) all hallway suite door numbers;
 - vii) all existing dryer vents on the exterior walls of the Building; and
 - viii) all common utility services within, on, in, under or through the Units, all utilities outside of the interior finishing of the floors, walls and ceilings of a Unit and all utilities and utility, mechanical or electrical rooms on Common Property, including any underground sprinkler system;
- f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32;
- g) subject always to and in accordance with the Act and any Regulation, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and

replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation, and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the replacement reserve fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. The Board shall:

- i) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
 - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- ii) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt within the reserve fund report;
- iii) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund; and
- iv) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- i) clear snow, slush and debris from the entrance areas, parking areas and walkways of the Project within a reasonable time and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic, parking, the hallways, stairs and stairwells, mailboxes, intercom and security system, vestibules, foyers, janitorial room, meter room, fire prevention system, panel and boxes, generator rooms, mechanical and electrical rooms, fire sprinkler system and room, boiler room, and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 58 shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;
- j) provide adequate garbage enclosures or receptacles for use by all Owners and provide for regular collection therefrom;
- k) 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 46 of the Act;

- l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority;
- m) establish and maintain lawns, trees, planters and shrubs and other landscaping on the Common Property including the courtyard and replace, at the discretion of the Board, any lawn areas, trees or shrubs that die;
- n) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;
- o) repair, replace and maintain windows, the skylight and doors on the exterior walls of a Unit or the Building. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and
- p) maintain and keep current a parking register which shall indicate the name of the Owner (or Occupant) assigned each parking stall located on the Common Property and/or the name of the person entitled to exclusive use and occupation of such stall.

POWERS OF THE CORPORATION

5. In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:

- a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Special Resolution;
- c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- e) make an agreement with an Owner, tenant or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- f) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof, and, except for the provisions of these Bylaws relating to the balconies, patios, and parking privileges attached to any Unit, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;

- g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the respective area of their respective Units or as otherwise herein provided;
- j) provide and maintain a fund to take care of expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the reserve fund;
- k) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- l) pay an annual honorarium or stipend to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;
- m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- n) do all things which are incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- o) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- p) levy penalties by way of monetary sanctions, or commence any such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

THE CORPORATION AND THE BOARD

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

COMPOSITION OF THE BOARD

7. The composition of the Board shall provide that:

- a) The Board shall consist of not fewer than three (3) nor more than five (5) Owners, Spouses of the Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board.

- b) A Board member must be eighteen (18) years of age or older.
- c) Where a Unit has more than one (1) Owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time.
- d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and refrain from voting on such conflict.
- e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
- f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

TERM OF OFFICE AND RETIREMENT FROM BOARD

8. A Board member shall be elected for a one (1) year term. At each annual general meeting, all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

ELIGIBILITY FOR RE-ELECTION TO BOARD

9. A retiring member of the Board shall be eligible for re-election. Those entitled to accept nomination must either be in attendance at the annual general meeting or have agreed in writing to the nomination.

REMOVAL FROM BOARD

10. The Corporation may, by Ordinary Resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.

CASUAL VACANCY ON BOARD

11. Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7, and provided that the appointed member shall not hold the office of President.

QUORUM FOR BOARD

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

OFFICERS OF THE CORPORATION

13. At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where

a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) offices.

CHAIRMAN OF BOARD MEETINGS

14. The President shall act as Chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held in the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. Voting by Board members shall be governed as follows:

- a) At meetings of the Board all matters shall be determined by simple majority vote.
- b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- c) All meetings of the Board shall be conducted according to the rules of procedure established by the Board.
- d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.

FURTHER POWERS OF BOARD

17. The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- c) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional condominium Manager or agent for such

purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:

- i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager;
 - ii) one month's total condominium contributions of the Corporation or one-twelfth (1/12) of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - iii) a sum representing the average monthly amount of cash in the control of the Manager;
- e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee;
 - f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

ADDITIONAL DUTIES OF THE BOARD

18. The Board SHALL:

- a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation and provide a copy to such Owners and mortgagees who have notified their interests to the Corporation not less than ten (10) days prior to the next annual general meeting;
- d) cause proper books of account to be kept in accordance with generally accepted accounting principles in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to

such Board member;

- h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant or certified general accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited Financial Report or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of the members of the Board;
- l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

DEFECTS IN ELECTION OR APPOINTMENT TO BOARD

19. All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the election or appointment or continuance in office of any member of the Board, as valid as if the member had been duly elected or appointed or had duly continued in office.

VACATING OFFICE OF BOARD MEMBER

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

- a) by notice in writing to the Corporation resigns his office;
- b) dies;
- c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- d) becomes bankrupt;
- e) is a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- f) is convicted of an indictable offence;
- g) is absent from meetings of the Board for two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- h) ceases to qualify for membership pursuant to Bylaw 7;

- i) in the case of a company which is a member of the Board, if the company is in arrears as set forth in sub-paragraph c) above, if it becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k) commences any legal proceedings against the Board or the Corporation.

SIGNING AUTHORITIES

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

CORPORATE SEAL

22. The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

ANNUAL GENERAL MEETINGS

23. An annual general meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting and that of the next. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

EXTRAORDINARY GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called extraordinary general meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

25. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than twenty (20%) percent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than twenty (20%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to twenty (20%) percent of the total Unit Factors convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

NOTICE OF GENERAL MEETINGS

26. A minimum of seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

27. Proceedings at general meetings shall include that:

- a) All business that is transacted at any extraordinary meeting or at an annual general meeting, with the exception of the consideration of accounts and financial statements, appointment of the auditors, election of members to the Board, election of the Chairman, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed special business.
- b) The nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the notice of general meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- c) Items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- d) All general meetings of the Corporation shall be conducted in accordance with the rules of procedure established by the Board. and
- e) If at any time during a general meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

QUORUM FOR GENERAL MEETINGS

28. Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and twenty (20%) percent of the persons entitled to vote representing not less than 2000 of the Unit Factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

29. If within ten (10) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

CHAIRMAN FOR GENERAL MEETINGS

30. The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

ORDER OF BUSINESS FOR GENERAL MEETINGS

31. The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- b) call to order by the Chairman and establish quorum;

- c) proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;
- e) reports of officers;
- f) reports of committees;
- g) financial report;
- h) appointment of auditors and solicitors;
- i) unfinished business;
- j) resignation of Board;
- k) election of Board;
- l) new business; and
- m) adjournment.

VOTING BY SHOW OF HANDS

32. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

POLL VOTES

33. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote to break a tie in addition to his original vote. A demand for a poll may be withdrawn.

VOTING CALCULATION

34. On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.

VOTES PERSONALLY OR BY PROXY

35. Votes at any general meeting may be given either personally or by proxy.

PROXIES

36. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.

ELIGIBILITY TO VOTE

37. An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

VOTE BY CO-OWNERS

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

- a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.
- b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

RESOLUTION OF THE OWNERS

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

SUCCESSIVE INTERESTS

40. 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.

TRUSTEE VOTE

41. Where an Owner is a trustee, he shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

VIOLATION OF BYLAWS

43. Where there is a violation of these Bylaws:

- a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the

Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.

- b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or Regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client.
- c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be One Hundred (\$100.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a tenant of an Owner is allegedly to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- f) Any member of the Board who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62.b)xvi) may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Common Property by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

AMENDMENT OF BYLAWS

44. These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least thirty (30) days prior to the date of any such Special Resolution.

DAMAGE OR DESTRUCTION

45. Damage or destruction shall be governed by the Board in the following manner:

- a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given by registered mail to all Owners and mortgagees who have given notice.

Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
- ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.
- c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- d) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any

damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris.

- e) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by himself, members of his family, his tenants or members of their families, his invitees and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner fail to repair such damage 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 together with interest thereon as herein provided for overdue assessments 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.

INSURANCE

46. The insurance of the Corporation shall be governed by the following terms:

- a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
- i) Fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
- (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
 - (C) all of the Units including all bathroom and kitchen fixtures and including all improvements and betterments made to Units of which the Board has knowledge (BUT EXCLUDING ALL FURNISHINGS AND OTHER PERSONAL PROPERTY OF EACH OWNER WHETHER OR NOT INSTALLED IN THE UNIT), for the full replacement cost thereof, without deduction for depreciation, and insuring the interests of and naming as insureds;
 - (i) all Owners from time to time;
 - (ii) all mortgagees who have given written notice to the Corporation;
 - (iii) the Corporation; and
 - (iv) the Board of Directors and any person referred to in Bylaw 17 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;
- ii) Boiler and vessel insurance;

- iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars, inclusive for bodily injury and/or property damage per occurrence;
 - iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
 - v) Liability insurance for the Corporation arising out of a breach of duty as the Occupant of the Common Property;
 - vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
 - vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution; and
 - viii) For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.
- b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
 - i) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - ii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - iii) a waiver by the Insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - iv) the policy shall be written on a stated amount basis;
 - v) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured; and
 - vi) subject to sub-clause (g) below, the Corporation shall obtain and pay for all glass insurance for the Project.
- c) Not less than every two (2) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in

such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate.

- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The Master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.
- e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- f) The Owners shall carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interests of tenants or Owners for their belongings, contents or other personal property. The insuring of any contents within a Unit is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.
- g) In the event a claim is made under any insurance policy of the Corporation and the Board, in its sole discretion and acting reasonably, determines that the Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim, the Corporation may recover the deductible portion of the claim from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation from the Owner for the amount of the deductible and all costs, charges and liabilities associated therewith, and with the collection thereof, incurred by the Corporation.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

47. The particulars that govern the contributions for Common Expenses and budgets shall include that:

- a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the respective area of their respective Units or as otherwise provided herein and, without limiting the generality hereof, shall include the following:
 - i) All levies or charges on account of garbage and/or any recycling removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

- ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii) All the charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for snow and debris clearance from Common Property not designated as a Privacy Area;
 - iv) All charges on account of lighting fixtures situated on Common Property including the balcony or patio light fixture and bulb on every Unit;
 - v) All charges on account of maintenance for those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;
 - vi) All costs of furnishings, tools and equipment for use in and about the Project facilities including the repair, maintenance or replacement thereof;
 - vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - viii) All charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless up to the insurance deductible amount is charged back to an Owner under Bylaws 45 or 46;
 - ix) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
 - x) All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
 - xi) Maintenance of the exterior walls and other structural costs of the Building;
 - xii) Maintenance of the heating and ventilating systems;
 - xiii) The cost of maintaining fidelity bonds or crime insurance as provided in these Bylaws;
 - xiv) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xv) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property; and
 - xvi) The cost of any Building security or inter-communication system.
- b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the Municipal address of his Unit:
- i) a copy of the budget for the ensuing fiscal year; and
 - ii) a notice of the assessment for the Owners' contribution towards the Common

Expenses of the Corporation for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the respective area of their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:

- (A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; and
 - (B) any expenses that relate directly and solely to the maintenance, operation, repair or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, operation, repair or restoration, as the Board may determine.
- c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and for the Capital Replacement Reserve Fund.
 - d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.
 - e) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
 - f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.
 - g) The Corporation shall, on the application of an Owner, purchaser or mortgagee or solicitor for an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days:
 - i) the amount of any contribution determined as the contribution of the Owner;
 - ii) the manner in which the contribution is payable;
 - iii) the extent to which the contribution has been paid by the Owner; and
 - iv) the interest owing, if any, on any unpaid balance of a contribution;
 and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.
 - h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - ii) the particulars of:

- (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
- iii) the particulars of or a copy of any subsisting management agreement;
 - iv) the particulars of or a copy of any subsisting recreational agreement;
 - v) a copy of the current budget of the Corporation;
 - vi) a copy of the most recent financial statements, if any, of the Corporation;
 - vii) a copy of the Bylaws of the Corporation;
 - viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - ix) the particulars of a copy of any subsisting lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property, including any parking stall;
 - x) the particulars of any post-tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - xi) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - xii) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - xiii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included in the Condominium Plan; and
 - xiv) In the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
 - j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

SPECIAL ASSESSMENTS

48. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to the respective area of their respective Unit or as set forth in Bylaw 47.b)ii). All such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF ASSESSMENTS

49. Default in payment of assessments and lien for unpaid assessments, instalments and payments:

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipal or any local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner;
- b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, solicitor and his own client legal fees on a full indemnity basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective unit pursuant to Section 39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a

Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;

- d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- e) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- f) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee;
- g) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or Regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

ESTOPPEL CERTIFICATE

50. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

LEASING OF UNITS

51. In the leasing of Units, the following provisions shall govern:

- a) In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 62.c), signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. Within twenty (20) days of occupancy, the tenant must provide to the Corporation, upon request, a certificate of insurance evidencing existence of a

tenant's Insurance Policy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations.

- b) The Corporation IS HEREBY AUTHORIZED TO:
- i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - ii) give notices to give up possession of residential Units under Section 54 of the Act; and
 - iii) make applications to the Court under Sections 55 and 56 of the Act.
- c) No Occupant or tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the Occupant or tenant shall deduct from the rent payable to the Owner such default contributions and shall pay the same to the Corporation. Any such payment by the Occupant or tenant shall be deemed to be a rental payment made to the Owner.
- d) The Owner or the agent of the Owner shall book any moves with the Manager in accordance with these Bylaws, and Bylaw 62.d) shall be complied with in its entirety at all times.

SEVERABILITY

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

NOTICES

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

- a) sent by prepaid mail to:
 - i) the Owner at the address of his Unit or other known address;
 - ii) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - iii) the Corporation at its address for service shown on the Condominium Plan; or
 - iv) to a mortgagee at its address supplied to the Corporation;
- b) left with the Owner or some other adult person at the said address of the Unit; or
- c) put under the front door of the Unit.

Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under

these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

NOTICE OF DEFAULT TO MORTGAGEES

54. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

DEBT RETIREMENT ON TERMINATION

55. Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to the respective area of their respective Unit or otherwise in accordance with the principles set forth in Bylaw 47.b)ii) subject to the interests of any mortgagees.

COMPANY WHICH IS MEMBER OF BOARD

56. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint any shareholder or director of the Company to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board.

ALTERNATE BOARD REPRESENTATIVE

57. A representative of a company on the Board may appoint another shareholder or director of the company whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

PRIVACY AREAS AND PARKING AREAS

58. Privacy and parking areas shall be governed by the following terms:

- a) The Owner of a Unit shall have the exclusive use of:
 - i) any balcony or patio area immediately adjacent and affixed to his Unit to which he has access; and
 - ii) an area of the Common Property assigned in accordance with Schedule "A" attached hereto, for the sole purpose of parking a Private Motor Vehicle thereon. Only an Occupant of a Unit may use a parking stall, however, an Owner may rent his parking stall to another Owner or Occupant. The Owner accepts responsibility to notify the Board that an assigned parking stall will be used by another Owner or its Occupant(s), and regardless of who is using the stall, shall keep the Board informed as to the description of the vehicle and license plate number of the vehicle using the parking stall;

which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5. Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained therefore and the

maintenance and repair of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;

- b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder;
- c) While any such Privacy Area is not included in the Condominium Plan as part of a Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such Privacy Area shall be swept as required and maintained on a day to day basis in a clean and slightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for clearing slush, snow and debris from the entrance areas, walkways and the parking areas, and structurally maintaining fences, privacy dividers, parking areas, balconies, patios and walkways to a standard considered reasonable by the Board;
- d) If the Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;
- e) The term Privacy Area does not include any fence, rail, privacy screen or similar structure bordering any designated Privacy Area. An Owner shall not paint or seal any balcony or patio;
- f) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and re-pass over, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

REALTY TAXES

59. The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.

INDEMNIFICATION OF OFFICERS AND MANAGERS

60. The Corporation shall indemnify every member of the Board, Manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

NON-PROFIT CORPORATION

61. The Corporation is not organized for profit. No Owner, member of the Board or person from

whom the Corporation may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- c) members of the Board may receive an annual honorarium or stipend established pursuant to Bylaw 5.I).

USE AND OCCUPANCY RESTRICTIONS

62. The use and occupancy of Units shall be governed by the following terms:

- a) In this Bylaw:
 - i) "**Owner**" includes a tenant; and
 - ii) "**Occupant**" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year;
- b) An Owner or Occupant SHALL NOT:
 - i) use his Unit or any part thereof for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal bylaw. No Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld. No Owner or Occupant shall use his Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project;
 - ii) make or permit noise in or about any Unit or the Common Property or allow any odour to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
 - iii) keep or allow any pet, animal, livestock or fowl of any kind (except fish) at any time to be on his Unit, on the Common Property or on any Corporation property, other than household animals and pets as are normally permitted in private homes in urban residential areas, and then only if approved by the Board in writing, which approval may be withdrawn on reasonable grounds on fourteen (14) days' notice to that effect. Additionally:
 - (A) no livestock, snakes, rodents, reptiles, arachnids or fowl will be approved. Fish tanks shall not exceed a twenty (20) litre capacity;
 - (B) all dogs and cats approved must be hand leashed and carried outside a building or on the Common Property outside of Privacy Areas, and kept

under control and in the custody of a responsible person at all times who shall not allow a pet to urinate or defecate on any Unit or Common Property of the Project and shall, if it occurs, clean up any animal defecation immediately;

- (C) no pet shall be left unattended on a Privacy Area;
 - (D) any Municipal bylaws in effect with respect to pets at any point in time shall have effect within the Common Property and Municipal enforcement officers are hereby authorized and are permitted to enforce Municipal bylaws on the Common Property;
 - (E) all approved pets must be licensed by the Municipality and vaccinated as recommended by a veterinarian;
 - (F) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by an approved pet; and
 - (G) the Board may request a pet deposit from an Owner;
- iv) permit his Unit to be occupied as a place of residence by more than three (3) persons at any given time without the consent in writing of the Board. The Board must be advised of the names and number of persons permanently residing in an Owner's Unit;
 - v) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance or the structure comprising his or any other Units including the painting of any portion of the Building, balcony or patio, without the prior written approval of the Board. An Owner shall not install an air-conditioning unit without the prior written consent of the Board;
 - vi) permit laundry to be hung other than inside the Unit;
 - vii) erect or place any Building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on any parking area or on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board;
 - viii) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, bike racks, fences, hedges, barriers, partitions, awnings, shades or screens, extension cords or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property;
 - ix) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit, or on the Common Property, including his parking stall or Privacy Area, (normal cleaning products, related household goods, and a propane or electric barbeque on a balcony or patio excepted). Propane tanks shall not be stored in a parking stall or the Unit;
 - x) do anything or permit anything to be done in his Unit or upon the Common

Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

- xi) do anything or permit anything to be done by any Occupant of his Unit in his Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xiii) deposit customary refuse and garbage outside his Unit other than in proper secure garbage bags placed in the garbage enclosures provided by the Corporation. All bulk and hazardous waste items such as discarded household furnishings, packing cartons or crates which the City of Calgary Solid Waste Services Department will not normally collect shall be removed from the Project by the Owner at his sole cost and expense. No Owner shall leave garbage outside a Unit or on a Privacy Area;
- xiv) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property including any Privacy Area assigned to him or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board provided an Owner may display notice of an alarm system in a Unit without the approval of the Board, and may display a "For Sale" sign or realtor lock box for a maximum of ninety (90) days in any calendar year;
- xv) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- xvi) in regard to parking and operating a Private Motor Vehicle on the Project:
 - (A) park in such a manner that a Private Motor Vehicle extends outside of the parking stall boundaries or interferes or obstructs any walkway, passage, driveway or parking area;
 - (B) use any common driveway other than for ingress to and egress from a parking stall;
 - (C) wash Private Motor Vehicles anywhere on the Project except in such a manner as will not cause nuisance or annoyance to other Owners and in such places and times as the Board may determine from time to time;
 - (D) carry out any repairs or adjustments to Private Motor Vehicles on the Project;
 - (E) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored in a parking stall or on the Common Property without the prior written consent of the Board. A motorcycle may be parked in the same parking stall as a Private Motor Vehicle provided neither extend into the common driveway or block access to

- an adjacent stall;
- (F) drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
 - (G) park in any visitor parking stall without the prior written approval of the Board or allow a visitor to his Unit to park his Private Motor Vehicle anywhere on the Project other than in the visitor parking stall or in the Unit Owner's assigned stall;
 - (H) bring onto the Project any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical malfunction, or which is a source of other annoying noises or odours;
 - (I) keep on the Common Property any Private Motor Vehicle which is not currently licensed, insured and in operating condition;
 - (J) park any Private Motor Vehicle anywhere on the Project which leaks oil, grease, gasoline or antifreeze or which is, in any other way, offensive or hazardous. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible;
 - (K) charge any electric Private Motor Vehicle, whether by trickle charge or otherwise, anywhere on the Project without the prior written consent of the Board; or
 - (L) erect any storage locker, structures or improvements on a parking stall without the prior written consent of the Board;
- xvii) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles;
 - xviii) bring or store on the Common Property or in any Unit any shopping cart, carriage, buggy, trolley or other style of cart for transport of personal belongings or merchandise;
 - xix) shake blankets, rugs, mops or dusters of any kind nor throw anything out any windows in his Unit or on the Common Property, nor permit anything of this kind to be done;
 - xx) make or cause to be made any structural, common mechanical, common plumbing, common drainage, common gas or common electrical system changes, alterations or additions to his Unit or any structural alterations to be made to the outer boundary of any Unit including load bearing walls or any ceiling or floor without first having the tradespeople, design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or advise the Board. The Owner or Occupant shall also obtain and provide the Board with all required building permits and inspection reports within ten (10) days of receipt of same. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

- xxi) install a hot tub anywhere on the Project;
- xxii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- xxiii) allow his Unit, parking stall, Privacy Area or the area around his premises to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- xxiv) be responsible for snow removal other than from his own balcony or patio. An Owner must not shovel snow, run water or throw anything onto the Privacy Area of another Owner;
- xxv) use his balcony, patio, parking stall or other areas outside of his Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, belonging to an Owner's household be put away inside such Unit when not in actual use, however, a propane or electric barbeque, bicycle, lawn furniture with umbrella, flower pots, or neat storage boxes (not exceeding the height of the balcony railing in height) on a balcony or patio are permitted. No sofas, freezers, electrical appliances, packing boxes, tires or paints shall be stored or used on any balcony or patio. No unsecured objects or unsecured flower pots shall be placed on any balcony railing. An Owner shall not hang any flower pot from a balcony or patio, or balcony or patio ceiling, or the Building;
- xxvi) feed or harbour pigeons, gulls, other birds, squirrels or any wildlife from the balcony, patio or windows of his Unit or on the Common Property. No bird feeders or squirrel feeders are allowed anywhere on the Common Property or a Privacy Area;
- xxvii) render a Unit unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
- xxviii) smoke anywhere on the Common Property except on a balcony or patio with such Owner disposing of smoking material into a fire retardant receptacle placed on such balcony or patio which receptacle shall be filled with either sand or water. An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies. An Owner shall attempt to restrict smoke from entering adjoining premises;
- xxix) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- xxx) paint, decorate or otherwise alter any portion of the Building or a Unit required to be maintained by the Corporation without the express prior written consent of the Board;
- xxxi) install any flags or wind chimes or wind socks on any Privacy Area or anywhere outside a Unit;
- xxxii) install any floor covering other than wall to wall carpet and underlay in a Unit unless he has obtained the express prior written consent of the Board, and the Board shall, amongst other things, consider elements of sound control and

attenuation;

- xxxiii) prevent or prohibit access to and use of exterior electrical plugs on the Owner's Unit for purposes of maintaining Common Property;
 - xxxiv) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, utilities areas, Building maintenance and storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
 - xxxv) use foil, flags, towels, bed sheets, newsprint or other objectionable material on any window. An Owner shall not install window tinting or security film visible from the exterior without the prior written consent of the Board;
 - xxxvi) cook on a balcony or patio other than using a propane or electric barbeque. All barbeques must be kept a minimum of eighteen (18") inches away from the siding of the Building. No charcoal briquette barbeques, wood burning devices or open fires are allowed anywhere on the Project;
 - xxxvii) use or allow to be used in the Building or in the Unit any fresh cut Christmas tree unless a tree bag is used to deliver and remove the tree from the Unit. No tree shall be left on a balcony or patio or placed in the garbage receptacle or any other Common Property, and shall be completely removed from the Parcel and disposed of in the appropriate Municipal recycling facilities;
 - xxxviii) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit or the Building with the exception of the time period between November 1st of each year to February 28th of the following year without the prior written consent of the Board any such installation shall be done so as to not cause any damage to Common property; and
 - xxxix) leave a Unit vacant or unattended to in excess of one (1) week without inspection by the Owner or his/ her agent.
- c) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsection (b) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, all Occupants of my Unit, my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

CHANGE OF LEGISLATION

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

MEDIATION AND ARBITRATION

64. Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to

encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

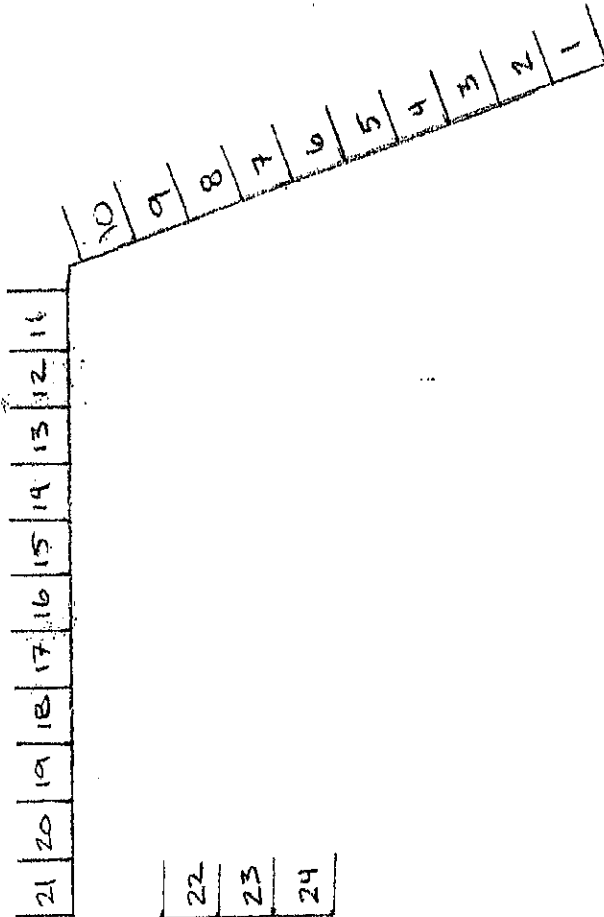
SOLICITATION, CANVASSING AND FUNDRAISING

65. No person, organization or group shall be permitted to solicit, sell, canvass or fundraise on or in the Common Property or Project whether for non-profit or charitable purposes or otherwise without the written permission of the Board.

SCHEDULE "A"

Westside Lofts Parking Map

CC#9910148



1	202	T
2	102	T
3	104	T
4	RENTAL	R
5	VISITOR	V
6	VISITOR	V
7	308	R
8	304	T
9	306	T
10	103	T
11	303	T
12	201	T
13	206	T
14	RENTAL	R
15	VISITOR	V
16	VISITOR	V
17	VISITOR	V
18	101	T
19	108	R
20	RENTAL	R
21	203	T
22	106	T
23	207	T
24	105	T
25	108	T
26	308	T
27	205	T
28	307	T
29	204	T
30	107	T
31	303	R
32	305	T
33	208	T

T = Tenant
R = Rental
V = Visitor



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