

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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BERGEN SPRINGS

NOTICE OF CHANGE OF BYLAWS

(CDE-1: FORM 3)

(CONDOMINIUM PROPERTY ACT, S. 32)

CONDOMINIUM CORPORATION NO. 9111945 ("the Corporation") hereby certifies that by a special resolution passed as of the 8th day of July, 2013:

- (a) the Corporation's bylaws, being the Bylaws registered as instrument #941 045 215, #991 197 975, and #011 102 172, are all repealed, and
- (b) the Bylaws attached to this form shall become the bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 22 day of March, 2014 under the hands of its proper signatories set forth below.

CONDOMINIUM CORPORATION NO.
9111945

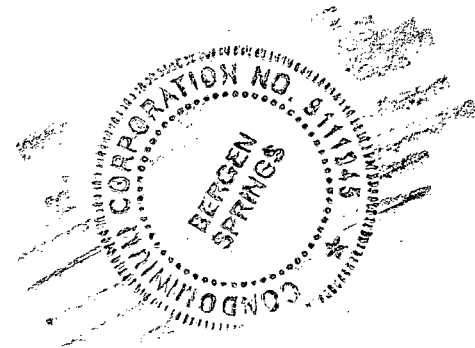
Per: _____
Director -

President

Per: _____
Director -

Vice President

(Corporate Seal)



BERGEN SPRINGS

BYLAWS OF CONDOMINIUM CORPORATION NO. 911 1945

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IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE NORTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #941 045 215 ON FEBRUARY 22, 1994, AND AS INSTRUMENT #991 197 975 ON JULY 13, 1999, AND AS INSTRUMENT #011 102 172 ON APRIL 19, 2001.

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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. 911 1945 for the purpose of repealing, replacing and substituting the Bylaws registered in the North Alberta Land Registration District as instrument #941 045 215 on February 22, 1994, and as instrument #991 197 975 on July 13, 1999, and as instrument #011 102 172 on April 19, 2001.

BERGEN SPRINGS

BYLAWS OF CONDOMINIUM CORPORATION NO. 911 1945

1. DEFINITIONS AND INTERPRETATION

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

- a) "Act" means the *Condominium Property Act*, R.S.A. 2000, c. C-22, as amended from time to time, or any statute or statutes passed in substitution thereof or amendment thereof;
- b) "Architectural Standards" means all specifications limiting, restricting and otherwise affecting the use and appearance of the Units as prescribed by the Board from time to time;
- c) "Board" means the Board of Directors of the Corporation;
- d) "Bylaws" mean the Bylaws of the Corporation, as amended from time to time;
- e) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of the real and personal property of the Corporation and the Common Property;
- f) "Common Expenses" (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expenses of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or expenses incurred by the Corporation on behalf of all Owners;
- g) "Common Property" means any portion of the Condominium Plan lands which are designated as Common Property and so much of the Parcel as is not comprised in or does not form part of any Unit and includes all underground utilities and lines;
- h) "Condominium Plan" means the bare land Condominium Plan registered at the Land Titles Office under the Act as No. 911 1945 and includes any Redivision Plans registered under the Act;
- i) "Corporation" means the Corporation constituted under the Act by the registration of the bare land Condominium Plan whose legal name is "Condominium Corporation No. 911 1945";
- 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 employed or appointed by the Board from time to time to manage the day to day affairs of the Corporation;
- m) "Municipal", "Municipality", or "Municipal Authority" means the municipal government or agency having due and proper jurisdiction over the Parcel and the development thereof being the Municipal District of Mountain View County;
- n) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Unit, whether or not the Occupant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant;
- 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 50% of the total Unit Factors for all of the Units;
- p) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 61 that term includes a Tenant;
- q) "Parcel" means the land comprised in the Condominium Plan;
- r) "Project" means all of the real and personal property and fixtures comprising the Parcel land which constitute the Units and Common Property;
- s) "Recreation Vehicle (R.V.) or Trailer" means a portable Structure intended

as temporary accommodation for travel, vacation or recreational use. Such a Structure includes a Park Model, Motor Home, Pull Trailer Camper or Fifth Wheel Trailer

- i) Park Model - A vehicular portable Structure that is generally permanently parked in a recreational vehicle park;
 - ii) Motor Home - A vehicular portable Structure of self-propelled design;
 - iii) Pull Trailer and Fifth Wheel Trailer - A vehicular portable Structure intended to be towed by a motor vehicle;
 - iv) Camper - A recreational vehicle or RV that may be carried in the bed of a pickup truck. This RV type is sometimes known as a tip-out, slide-in or cab-over.
- t) "Redivision Plan" means a Condominium Plan of redivision for original bare land, Condominium Plan No. 911 1945;
- u) "Special Resolution" means a resolution:
- i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- v) "Structure" means anything built or constructed from any parts to make a whole object;
- w) "Tip Outs" means slide outs and anything that can be folded up, reduced in size or enlarged that is temporarily or permanently attached to a Recreation Vehicle (R.V.) or Trailer excepting awnings;
- x) "Unit" means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26 respecting subdivision surveys;
- y) "Unit Factor" means that fraction expressed in ten-thousandth shares that each Unit owns in the Common Property and as is more particularly

specified or apportioned and described in and set forth on the bare land Condominium Plan;

- z) "Wall" means an upright Structure more than 12 inches high made from wood, stone or any other material serving to enclose or divide property;

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

2. MISCELLANEOUS PROVISIONS

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.

3. DUTIES OF THE CORPORATION

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

- a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth), and all real property, chattels (includes the water wells, security gate and amenities building), 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) keep in a state of good and serviceable repair and properly maintain any recreational facilities and other apparatus and equipment used in connection with the Common Property, common facilities, or other assets of the Corporations.
- c) do all things required of it by the Act, these Bylaws and any other rules, regulations and controls in force from time to time;
- d) maintain and repair (INCLUDING renewal where reasonably necessary) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Property;
- e) 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;
- f) collect and receive all contributions towards the Common Expenses and deposit same in a separate trust account 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 real and personal property owned by the Corporation, all of the recreational facilities and amenities described in Bylaw 3.a) and (b) 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 additions unless such additions are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation

and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

- 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 Project, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- i) remove ice, snow, slush and debris (as deemed reasonable by the Board) from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic or visitor parking and keep and maintain in good order all storage and laundry areas and grassed or landscaped areas of the Common Property excepting grassed and landscaped areas within the Units;
- j) provide adequate garbage containers on the Common Property 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 drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act; and
- 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.

4. POWERS OF THE CORPORATION

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

- a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution 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 other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- f) grant to an Owner the right to exclusive use and of part of the Common Property, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;
- g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally, including the commencement of an Action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i) raise amounts so determined by levying contributions on the Owners equally for their respective Units or as otherwise herein provided;
- j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;
- l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;

- o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise By law, have such powers and do all such things which any 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;
- p) purchase, acquire, own and operate real property (provided such real property is a Unit) for the general use or benefit of some or all of the Owners or employees of the Corporation, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities;
- q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

5. THE CORPORATION AND THE BOARD

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.

6. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- a) The Board shall consist of not less than three (3) nor more than seven (7) Owners, spouses of Owners, representatives of Corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation and the Board shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the Annual General Meeting just prior to the election of the Board.
- b) A Board member must be eighteen (18) years of age or older;
- c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time;
- d) 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;
- 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; and

- 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.

7. TERM OF OFFICE AND RETIREMENT FROM BOARD

Board members shall be elected for a two (2) year term. At each annual general meeting of the Corporation, all the members of the Board whose terms have expired shall retire from office and the Corporation shall elect new Board members accordingly. A member of the Board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the second (2nd) year following the year in which he was elected to the Board. At the first Annual General Meeting following the registration of these Bylaws, one half (1/2) of the Board Members shall be elected for a one (1) year term and the remaining Members shall be elected for a two (2) year term.

8. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election for a two (2) year term.

9. REMOVAL FROM BOARD

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.

10. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 19, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 6.

11. QUORUM FOR BOARD

A quorum of the Board is, three (3) where the Board consists of five (5) or six (6) members, and four (4) where it consists of seven (7) 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.

12. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each Annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next Annual General Meeting of the Corporation or until their

successors are elected or appointed. The President shall be the 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.

13. CHAIRMAN OF BOARD MEETINGS

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 within the Municipality in which the Units are located unless the Owners agree, by Ordinary Resolution, at an annual general meeting, to hold the meeting in another location.

14. DUTIES OF OFFICERS

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

15. VOTES OF BOARD

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) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be ratified and documented into the minutes at the next scheduled meeting of the Board.
- d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.
- e) All Board meetings shall be conducted in accordance with the rules of

procedure adopted by the Board

16. FURTHER POWERS OF BOARD

The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) 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 real property Manager or agent or contract employee for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) 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 year's total condominium contributions of the Corporation or the total annual condominium contributions for all Units in the

Project (EXCLUDING any special contributions) whichever is greater; and

- iii) a sum representing the average monthly amount of cash in the control of the Manager;
- e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

17. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- a) subject to any valid restrictions imposed or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of General Meetings of the Owners and, upon written request at the expense of the person so requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each Annual General Meeting. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an Owner or mortgagee, or any person authorized in writing by him, within twenty-eight (28) days, make the books of account available for inspection at a time convenient to such Board member;

- h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader 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) 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; and
- k) 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.

18. DEFECTS IN APPOINTMENTS TO BOARD

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

19. VACATING OFFICE OF BOARD MEMBER

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

- a) 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 for which he is liable to imprisonment;
- g) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- h) ceases to qualify for membership pursuant to Bylaw 6;
- 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; or
- j) or his spouse, commences any legal proceedings against the Board or the Corporation.

20. SIGNING AUTHORITIES

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

21. CORPORATE SEAL

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

22. ANNUAL GENERAL MEETINGS

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 Annual General Meeting and that of the next. Each such meeting shall be held within the Municipality on which the Units are located unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

23. EXTRAORDINARY GENERAL MEETINGS

All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

24. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than twenty-five (25%) 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-five (25%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to twenty-five (25%) 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.

25. NOTICE OF GENERAL MEETINGS

A minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting (and in the case of special business the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at general meetings shall include that:

- a) all business that is transacted at any annual or extraordinary general meeting with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, 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 and 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 adopted 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.

27. QUORUM FOR GENERAL MEETINGS

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-five (25%) percent of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

28. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for 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.

29. CHAIRMAN FOR GENERAL MEETINGS

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.

30. ORDER OF BUSINESS FOR GENERAL MEETINGS

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 of General Meetings;
- e) reports of officers;
- f) reports of committees;
- g) consideration of financial report;

- h) appointment of auditors and solicitors;
- i) resignation of Board Members whose term has expired;
- j) election of Board;
- k) unfinished business;
- l) new business; and
- m) adjournment.

31. VOTING BY SHOW OF HANDS

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the 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.

32. POLL VOTES

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.

33. VOTING CALCULATION

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.

34. VOTES PERSONALLY OR BY PROXY

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

35. PROXIES

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

36. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than 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.

37. VOTE BY CO-OWNERS

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

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

38. RESOLUTION OF THE OWNERS

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

39. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

40. TRUSTEE VOTE

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

41. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written

notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

42. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, 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. 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 Five Thousand (\$5,000.00) 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 alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.

- d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 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.

43. AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

44. DAMAGE OR DESTRUCTION

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 the Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene 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.
- b) 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 45.

- c) 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.
- d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.
- e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- f) 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.

45. INSURANCE

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 set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:

(A) all of the insurable Common Property;

(B) all insurable property of the Corporation, both real and personal of any nature whatsoever, for the full replacement cost thereof, without deduction for depreciation; and

(C) the interests of and naming as Insureds:

(i) all Owners from time to time;

(ii) all mortgagees who have given written notice of their interests to the Corporation;

(iii) the Corporation; and

(iv) the Board and any person referred to in Bylaw 16 hereof;

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

EXCLUDING COVERAGE FOR THE RECREATION VEHICLE OR TRAILER, BUILDINGS, IMPROVEMENTS AND BETTERMENTS ON THE UNITS WHICH SHALL BE PLACED BY EACH OWNER. EACH OWNER SHALL OBTAIN THEIR OWN FIRE AND LIABILITY INSURANCE FOR THEIR RESPECTIVE UNITS. UPON THE REQUEST OF THE BOARD, AN OWNER SHALL PROVIDE TO THE BOARD EVIDENCE OF REQUIRED INSURANCE COVERAGE.

ii) Boiler and vessel insurance if any boilers and vessels exist on the

Common Property;

- iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the enforcement of these Bylaws and the ownership, control, management, administration and use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
 - iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all liabilities, charges, loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any Action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
 - v) Liability insurance for the Corporation arising out of a breach of duty as the occupier 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 45 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.
- 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, vandalism, criminal activities and vehicle impact;
 - iv) the policy shall be written on a stated amount basis; and
 - v) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured;
- c) The Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, all of the recreational facilities and amenities described in Bylaw 3.a) and all of the property of the Corporation every two (2) years or at any other time the Board deems necessary. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of 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 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 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, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee; provided that 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 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 Owners or Tenants against liability or for their belongings, contents or other property.
- 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.

46. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

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 Unit factors for their respective Units or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - i) All levies or charges on account of garbage and/or recycling removal, electricity, water, sewer, gas and fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii) All the charges on account of lawn maintenance and landscaping with respect to the Common Property and for ice, snow and debris removal from the Common Property;
 - iv) All charges on account of light standards or poles and related fixtures located on the Common Property;
 - v) All charges on account of staffing and maintenance of the portions of the 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 or amenities including the repair, maintenance or replacement thereof;
 - vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - viii) All charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit for which it is responsible 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 44 or 45;
 - 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 (including replacement reserve fund studies) fees and disbursements;
 - x) All reserves for repairs and replacement of Common Property the repair or replacement of which is the responsibility of the Corporation;
 - xi) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
 - xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation; and
 - xiii) Municipal taxes, levies or assessments on any Unit owned by the Corporation;
- 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 Unit Factors for 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; or

- (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 shall 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 one instalment, payable on the 1st day of April each year or at 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 contribution payment first due.
- g) The Corporation shall, on the application of an Owner, or any person authorized in writing by any of those persons, certify within ten (10) days:
 - i) the amount of any contribution determined as the contribution of the Owner;
 - ii) the manner in which the contribution is payable;
 - iii) the extent to which the contribution has been paid by the Owner; 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 any contributions due and payable in respect of a Unit;
- ii) the particulars of:
 - (A) any Action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an Action being brought against the Corporation;
- iii) the particulars of or a copy of any subsisting management agreement;
- iv) the particulars of or a copy of any subsisting recreational agreement;
- v) a copy of the current budget of the Corporation;
- vi) a copy of the most recent financial statements, if any, of the Corporation;
- vii) a copy of the Bylaws of the Corporation;
- viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;
- ix) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property;
- x) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to the possession of any portion of the Common Property;
- xi) statement setting forth the amount held in the Capital Replacement Reserve Fund;
- xii) the Unit Factors and the criteria used to determine Unit Factor allocation;
- xiii) a statement setting forth any structural deficiencies that the

Corporation has knowledge of at the time of the request in any of the buildings that are included in the Condominium Plan;

- 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.

47. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to their Unit factors or as set forth in Bylaw 46b)ii). Unless otherwise provided, all such special assessments shall be payable within thirty (30) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

48. DEFAULT IN PAYMENT OF CONTRIBUTIONS

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 to the extent provided for in the Act. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall be deemed to have given to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client 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 or other charges incurred as a result of a payment that cannot be processed) 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 Bylaw;

- d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any Action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate Action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- e) 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; and
- f) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client 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.

49. ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the 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.

50. LEASING OF UNITS

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

- a) In the event that any Owner desires to lease or rent his Unit, the term of such tenancy shall not be less than one (1) month, it being the object of the Corporation to prevent short term rentals. The Owner shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, 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. 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;
 - ii) give notices to give up possession of residential Units under Section 54 of the Act; and
 - iii) make applications to the Court under Sections 55 and 56 of the Act.
- c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in arrears of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purpose of applying that rent against the annual contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

51. SEVERABILITY

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

52. NOTICES

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

- a) 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) 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;

Any notice given by post shall be deemed to have been sent and received four (4) business days 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.

53. NOTICE OF DEFAULT TO MORTGAGEES

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

54. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles set forth in Bylaw 46.b)ii), subject to the interests of any mortgagees.

55. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to Act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so Act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

56. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of

the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

57. EXCLUSIVE USE AREAS

Exclusive use areas shall be governed by the following terms:

- a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.
- b) While any such exclusive use area is not included in the Condominium Plan as part of a condominium Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained at the sole expense of the Owner to whom it has been assigned;
- c) If the Owner shall fail to properly maintain any such exclusive use area assigned to him or them after ten (10) days' notice to him or them to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.
- d) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

58. REALTY TAXES

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.

59. INDEMNIFICATION OF OFFICERS AND MANAGERS

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

60. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- 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;
- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 4.k).

61. USE AND OCCUPANCY BYLAWS

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

a) Architectural Standards

The Municipality will have ultimate authority regarding the granting of development permits.

An Owner SHALL comply with the following Bylaws as they apply to Architectural Standards:

- i) Cabins, chalets, Recreation Vehicles or Trailers, and storage sheds are permitted, but subject to the Bylaws and any rules and regulations as determined by the Board;
- ii) Garages and Mobile homes are not permitted;
- iii) Fully detailed drawings of any proposed changes, construction or alterations to a Unit and/or Structures thereon shall be submitted to the Board with the proposed changes, construction, or alterations highlighted in red ink. All Owners must have Board approval in writing before proceeding with the proposed changes, construction or alterations. All applicable permits must be obtained before changes, construction or alterations can begin. No development or construction shall be undertaken (whether permanent or temporary) on any Unit without the Owner having secured a Condominium Development permit and Municipal Development permit;
- iv) The latest additions to the National Building Code, Alberta Building Code and Canadian Electrical Code shall govern all construction of decks and roofs;
- v) The Board may establish rules and regulations governing the size, design, appearance and location of the buildings constructed or installed on any given Unit. No more than one residence shall be allowed per Unit and no commercial/warehouse/industrial type of Structure shall be allowed on any Unit. Schedule "A", attached provides additional restrictions and guidelines regarding permitted buildings;
- vi) An Owner has one year from the date of the building permit issuance to complete the exterior of the structure. The Board of Directors may permit a longer period of time if they choose.
- vii) Failure to comply with Bylaw 61.a)ii), 61.a)iii), 61.a)iv) 61.a)v), and 61.a)vi) will require the removal of the changes, construction or alterations to their property and/or Structures thereon at the Owners' expense;
- viii) General Area Restrictions:
 - (A) There shall be no disturbance of any existing vegetated areas which may adversely affect soil stability of any escarpment areas without soil testing.
 - (B) There shall be no sanitary sewage disposal fields.

- ix) Regarding sheds, decks and deck covers/enclosures, Owners shall prepare and submit proposed plans to the Board. All Owners must have Board approval in writing before proceeding with their proposed plans. These proposed plans must include all dimensions and all sheds, decks and deck covers/enclosures and must be designed and constructed in accordance with latest edition of Alberta Building Code.
 - (A) Wood sheds are allowed up to a maximum allowable size of eighty (80) square feet in area and 10 feet in height above ground level. Wood sheds must be open on one side.
 - (B) A maximum of one accessory (ancillary) building is permitted per Unit. The maximum allowable size is ten (10) square meters or one hundred eight (108) square feet in area that is a maximum of four and one-half (4.5 m) meters (15 feet) above ground level.

- x) An Owner shall not place, erect or construct upon any Unit without the prior written consent of the Board, any building, Structure, improvement, development or dwelling of any kind, type, size or shape whatsoever. Failure to comply with this Bylaw will require the removal of any building, Structure, improvement, development or dwelling of any kind, type, size or shape whatsoever at the Owners' expense. With respect to any Recreational Vehicle (RV) or Trailer brought onto a Unit, it must meet any requirements stipulated by the Board with respect to age and general condition of that Recreational Vehicle (RV) or Trailer. With respect to any development, construction or alteration of a Unit it shall be completed within a time frame as determined by the Board and comply with all set back requirements of the Board and any governmental agency having jurisdiction over such matters;

b) Occupancy

With regards to Occupancy, an Owner SHALL:

- i) not use his Unit, or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal Bylaw; and

- ii) not use his Unit, or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project as determined by the Board in its sole discretion.

c) Water

With regards to water usage during periods of water shortage, an Owner shall only water during times permitted or specified by the Board. Watering times will be posted as determined by the Board.

d) Noise

With regards to noise, an Owner shall not create or cause excessive noise at any time which in the opinion of the Board or Manager constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. Quiet hours are deemed to be between 23:00 to 08:00 each day.

e) Fire Safety

With regards to fire safety, the Board or the Manager shall have the sole right to demand fires be reduced in size or extinguished when in the opinion of the Board or Manager, said fires are unsafe or weather conditions create immediate danger whether a Provincial or County is in effect or not. Absolutely no fires shall be left unattended at any time.

f) Land Use

With regards to land use an Owner shall comply with Board policies, be responsible for dumping of holding tanks and sewer tanks, and not do anything or permit anything to be done by any Occupant or Tenant of the Unit either to the Unit or to the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise and includes Bylaws of the Corporation.

g) Animals (Domestic)

With regards to animals, an Owner SHALL:

- i) ensure that all dogs and cats and any other domestic animals or pet of any kind are hand leashed while on common property unless they are in a designated off leash area.
- ii) ensure all pets are kept under control whether on private or common property.
- iii) comply with any Municipal Bylaw in effect with regard to pets. Further, any such Municipal Bylaw shall have effect within the Common Property and Municipal officers are hereby authorized and are permitted to enforce Municipal Bylaws on the Units and Common Property;

- iv) be responsible for all cleaning up after their pets and their guest's pets;
 - v) allow the Board to take action if an animal is dangerous or a nuisance, in the sole opinion of the Board, acting reasonably;
 - vi) not allow animals in any building situated on the Common Property with the exception of service animals.
- h) Vehicles

With regards to motor vehicles, an Owner SHALL:

- i) only bring the following vehicles onto the Project: Recreation Vehicles (R.V.) or Trailers, private passenger automobiles, or light trucks, sports utility vehicles, or motorcycles of which are registered and licenced to operate by the proper governing authority. The only commercial vehicles allowed on the Project are those making pick-ups or deliveries, and the Board may restrict their movement. Any other commercial vehicles require Board approval to enter the Project;
- ii) ensure that all vehicles on the Parcel are licensed and in operating condition;
- iii) be parked on an Owners Unit, and shall not park any motor vehicles on any roadway, on Common Property, or in such a manner as to impede the passage on roads, driveways or parking areas within the Project;
- iv) not drive or permit to be driven any motor vehicle on the Parcel at a speed in excess of fifteen (15) kilometres per hour;
- v) not use off road vehicles, all-terrain vehicles, or golf carts ("ATV"s) within the Project except on designated roadways and for the purpose of reaching destinations within the Project. At no time is the Common Property or any Unit to be used as a recreation area for motorized vehicles;
- vi) helmets (CSA certified or otherwise appropriate) must be worn by operators of all motorized vehicles who are fourteen (14) years of age and younger. The exception would be if they hold a valid learners permit and are driving under the supervision of an adult in accordance with Alberta provincial law;
- vii) the Owners lot number must be prominently displayed on all ATV's being driven on common property. This includes guests vehicles;

- viii) the owner of any ATV's being driven in an unsafe manner are subject to fines (this includes exceeding the 15KM speed limit). Owners are responsible for the actions of their guests; and
- ix) Follow all rules stipulated in Schedule "A" attached to these Bylaws.

i) Maintenance / Sanitation

With regards to Maintenance/Sanitation, an Owner SHALL:

- i) not allow his Unit or any exclusive use area assigned to him, either alone or in conjunction with others, to become unsanitary or unsightly in appearance. The Board shall have the right to remove rubbish and clean up an Owner's Unit and adjacent area and levy the expenses incurred to the offending Owner;
- ii) duly and properly maintain and keep his Unit in a good state of cleanliness and repair and in so doing, shall;
 - (A) forthwith and promptly carry out and complete any work that may, from time to time and at any time, be ordered by any municipal or public authority or the Corporation in respect of his Unit;
 - (B) repair, maintain, and keep in a neat, clean and tidy state and appearance consistently with and in total integrity with the balance of the Project his Unit and all improvements and additions thereto and thereon and, if he fails to do so, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 57 shall apply;
 - (C) not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Common Property without first obtaining the written consent of the Corporation;
 - (D) not permit anything to be done on his Unit or upon the Common Property (including the failure to do anything) which will or would tend to increase the risk of hazard or the rate of insurance premiums with respect thereof or which would render invalid any insurance maintained by the Corporation;
 - (E) comply strictly with these Bylaws and the Architectural Standards in respect of the maintenance, repair, and cleanliness of, either or both, his Unit and the Common

Property and cause all Occupants of and visitors to his Unit to similarly comply;

- iii) subject always to the Act, permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to come onto his Unit for the purpose of inspecting the Unit, ensuring there are no safety issues or violations, maintaining, repairing, renewing or operating Common Property or for the purpose of ensuring that the Bylaws are being observed, to verify the work being done on any development permits issued have been carried out as proposed, or for the purpose of doing any work for the benefit of the Corporation generally or for the purpose of monitoring the use of any utility;
- iv) use and enjoy his Unit and the Common Property in accordance with these Bylaws, the Architectural Standards and all rules, regulations and controls prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- v) 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;
- vi) not do any Act or permit any Act to be done or alter or permit to be altered, his Unit or the Common Property (except as otherwise specifically permitted herein) in any manner whatsoever or which will alter either of the appearance of grade of his Unit or of any other Units without the consent in writing of the Board;
- vii) except as otherwise specifically permitted herein, not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Common Property (including any area to which the Owner has been granted exclusive use) without first obtaining the written consent of the Corporation;
- viii) permit the Corporation, its representatives and persons authorized by the Corporation, to enter his Unit to carry out maintenance and repair work required to be performed for maintenance and betterment of the Project generally.
- ix) not store any flammable/combustible liquid on his Unit unless it is stored in CSA approved containers. The use and storage of normal cleaning products and related household goods as well as propane stored in approved propane cylinders is not included in this Bylaw;
- x) not deposit customary household refuse and garbage outside his

Unit other than in properly secured garbage containers provided by the Corporation. The Owner shall remove all bulk waste items, such as discarded household furnishings, mattresses, oily waste, tires, construction materials, and other junkyard materials, which a sanitation department, contracted by the Corporation will not normally collect from the Project;

- xi) not leave, dispose of, throw or deposit any litter, refuse, or debris of any type on any part of the Project;
- xii) leave the washroom facilities clean and tidy after use;
- xiii) with the exception of stringing up or hanging patio lights, not string wire, rope or cord between trees or place in such a manner as to form a fence or barrier. The Corporation is exempt from this section;
- xiv) not construct any fences, barriers or similar Structure defining the outer edge of their property unless approved by the board of directors or their designate;
- xv) not allow the exterior of the Recreation Vehicle (R.V.) or Trailer to become soiled and dirty or fall into disrepair;
- xvi) dispose of gray water and sewage by sewer truck. Sewage and gray water shall not be dumped on the ground anywhere on the Project;

j) Security

With regards to security, an Owner SHALL:

- i) not permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- ii) not, without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for utility areas, building maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

k) Miscellaneous

An Owner SHALL:

- i) not use firearms, air guns, bows & arrows, cross bows, slingshots

or paintball guns, fireworks or pyrotechnics within the Parcel. The Board of Directors will add to this list as necessary;

- ii) not erect, place, allow, keep or display signs, billboards, advertising matter, signs, 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.
- iii) adhere to all of the rules and regulations established by the Board and any new rules regulations and controls adopted by the Board from time to time;
- iv) notify the Corporation forthwith upon any change of ownership or lease or other dealings in connection with his Unit;
- v) provide to a Tenant or new Owner of his Unit, the Project website address containing all the duties, Bylaws and rules, regulations and controls therein;
- vi) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- vii) pay to the Corporation by way of reimbursement all expenses incurred by the Corporation which are wholly attributable to his Unit or which are the subject of indemnification;
- viii) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- ix) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Common Property or any Unit, which is in the sole opinion of the Board, the responsibility of an Owner, his Occupants, invitees, or by any default under these Bylaws by such Owners, his Occupants and invitees;
- x) pay to the Corporation on demand any bank charges or Corporation charges for any late, uncashable, returned or "NSF" cheque written by such Owner;
- xi) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;

- xii) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing placed in an envelope or mailed to Bergen Springs Condominium Corporation, Box 33, Site 2, RR#2, Sundre, Alberta, T0M 1X0. The Board shall not be required to Act on any suggestion, complaint or question that is not in writing and properly submitted to the Board;
- xiii) ensure that his Occupants comply with those requirements that the Owner must comply with as listed under all the rules and regulations and Bylaws of the Corporation 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, and my guests from time to time will, in using the Unit rented by me, any exclusive 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."

62. CHANGE OF LEGISLATION

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

63. ARBITRATION AND MEDIATION

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

Schedule "A"

- 1) The maximum number of units allowed per lot at any time is two, one permanent and one temporary or storage as described below:
 - a. One permanent (cabin or RV);
 - b. One temporary RV– no hook-ups, deck or shelters over it – only for short term visitors, However, these RV's can be stored year round as long as they have a valid Annual Location Permit;
 - c. Any temporary RV units staying longer than one month require location permits from the board (including existing units). The location permit must show where the RV will be stored at all times;
 - d. Temporary units must be licensed and remain mobile;
 - e. Temporary units must be kept in good repair both internally and externally.

- 2) Maximum Square footage of buildings:
 - a. Lot coverage for cabin to a maximum 10%;
 - b. Cabin - maximum 92.9 m² (1000 ft²) habitable space and a maximum of two (2) stories or 8.0 m (26.3 ft) in height (as per LUB regulations);
 - c. Accessory Building – 10 m² (108 ft²) total area to a maximum of 4.5 m (15 ft) in height (maximum one unit per lot);
 - d. Wood Shed(s) – 7.4 m² (80 ft²) total area to a maximum of 3 m (10 ft) in height which must be open on one side;
 - e. Recreational Vehicle or Recreational Vehicle Park Model: maximum of 92.9 m² (1000 ft²) in area.

- 3) Basements or crawl space are not to exceed 5 feet from floor to bottom of floor joist. Any area of any basement development exceeding five (5) feet in height will be considered living area and must be deducted from the allowable habitable area limit of one thousand (1000 ft²) square feet.

- 4) Height of ancillary or accessory buildings may be a maximum of four and one-half (4.5m) meters (15 feet)

- 5) Building set back minimums (as per Land Use Bylaws):
 - a. Two (2m) meters from adjoining properties;
 - b. Four (4m) meters from rear of property;
 - c. Five (5m) meters from front of property.

- 6) Car ports
 - a. Permanent carports are not permitted
 - b. Non-permanent carports (removable canvas covers) are permitted.

- 7) Deck sizes:
 - a. Maximum deck width is 3.66 m (12 ft) from exterior walls of cabins;
 - b. Recreation Vehicle (RV) Deck and Roof Covers: Decks shall not be greater than 3.66 m (12 ft) wide nor longer than the Recreation Vehicle. Roof covers

shall be limited to the extent of the recreation vehicle with a maximum overhang of one foot and also allow for RV tip-outs to be covered when extended.

8) ATV / Golf Cart Storage

- a. A maximum of one (1) non-permanent golf cart/ATV shelter with a floor area not exceeding 6 m² (64 ft²) is permitted.

9) Fire Pit Covers

- a. Fire pit covers, up to a maximum of two hundred fifty six (256) square feet are permitted, provided that the roof above the main support beams is made of all metal construction, have proper screening (as described below) and must be pre-approved by the board before construction begins. They are not to be permanently enclosed.

10) Notwithstanding the above provisions 1) through 9):

- a. All existing cabins, decks and sheds that were in place as of January 1st, 2013, shall be considered "Grandfathered in". These existing structures will require a location permit so that they are on record with the Board so as to avoid any confusion in the future.
- b. As of January 1st, 2013 any changes to these existing sheds or RVs, such as upgrading the size or replacing them with newer models, will require a location permit before the changes are started and they must also meet current Bylaw restrictions.
- c. All existing second RVs/Trailers that were in place as of January 1st, 2013, may remain but will require an Annual Location Permit and must be licensed and remain mobile as per the 2013 bylaws.
- d. As of January 1st, 2013 any second RV/trailer that is to be on your lot longer than 30 days will require an Annual Location Permit from the Board of Directors or its Development Officer before the initial 30 days expires or it must be removed and a location permit issued before it can return.

Definitions in relation to RV's

"accessory building" means a separate, stand-alone building or structure, the use of which is incidental and subordinate to the principal building on the same parcel. Accessory buildings may include carports, garden sheds, gazebos and other similar buildings or structures. Accessory Buildings cannot be more than one hundred eight (108 ft²) square feet. All Accessory Buildings must meet district regulations. In agricultural districts, minimum front yard reduced to 15 meters (LUB).

"accessory use" means a use or development customarily incidental and subordinate to the principal use of land or building, but in no instance shall be used as a dwelling, and is located on the same parcel as the principal use or building.

"Annual Location Permit" means a document authorizing an owner to place a second RV/trailer on their lot on an annual basis. The Annual Location Permit must be renewed yearly to be valid.

"cabin" means a single detached dwelling with a maximum floor area of one thousand (1,000 ft²) square feet (92.9 m²) which is used for recreational residence and the maximum allowable height of a Cabin is 26.3 feet (or any such height allowed by the Land Use Bylaw Guidelines). This use does not include manufactured dwellings, holiday trailers, motor homes and similar recreation vehicles, boarding or lodging house.

"carport" means a roofed structure used for storing or parking of private vehicles which is partially open and unobstructed.

"crawl space": having a clearance less than human height, for access to plumbing or wiring, storage, etc. A crawl space shall not exceed five (5') feet in height from the ground to the bottom of the floor joist.

"deck" means a structure abutting a dwelling with no walls, except for visual partitions, and railing which is constructed on piers or a foundation above-grade for use as an outdoor living space.

"floor area" means the greatest horizontal area of a building above grade within the outside surface of exterior walls or within the glass line of exterior walls and the centerline of fire walls but not including the floor areas of basements, sheds, open porches or breezeways.

"Land Use Bylaw" or ("LUB") - Mountain View County Bylaw No. 11 or as applicable to Bergen Springs (classified as P-PCR - Parks and Comprehensive Recreational District).

"location permit" means a document authorizing a development or use of buildings or lands. This includes cabins, ancillary buildings, sheds, wood sheds, decks, trailer covers and fire pit covers.

"screening" means a fence, earth berm, hedge or trees used to visually and/or physically separate areas or functions.

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