

YELLOW HIGHLIGHT INDICATES A NEW CLAUSE HAS BEEN ADDED TO OUR BYLAWS

PINK HIGHLIGHT ARE CLAUSES ADDED SPECIFICALLY DUE TO CHANGES IN THE ACT

RED TEXT INDICATES A QUESTION OR CONCERN BY ROB

BLUE TEXT IS JUST A COMMENT BY ROB

DEVONSHIRE VILLAS

BARE LAND CONDOMINIUM CORPORATION No. 002 3758 REVISED BYLAWS

NOVEMBER 30, 2021

DEVONSHIRE VILLAS CORPORATION No. 002-3758

BARE LAND CONDOMINIUM BYLAWS

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**CORPORATION No 002 3758 operating as DEVONSHIRE VILLAS
A 55 Years of Age Gated Condominium Project**

BYLAWS OF BARE LAND CONDOMINIUM CORPORATION No. 002 3758

1. APPLICATION, DEFINITIONS AND INTERPRETATIONS

These By-laws have been passed by Condominium Corporation No. 002 3758 for the purpose of repealing, replacing and substituting the Bylaws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. In these Bylaws unless the context or subject matter requires a different meaning:

- (a) **“Act”** means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution or replacement therefor;
- (b) **“Board”** means the Board of Directors of the Corporation;
- (c) **“Board Member”** means a duly elected member of the Board;
- (d) **“Bonding”** The process of carefully checking a Director, employee, contract worker’s background and then taking out insurance to protect the Corporation against fraud, theft losses by said people;
- (e) **“Buildings”** means collectively all of the Dwelling Houses and attached garages shown within the Condominium Plan and any other structure constructed on the Common Property;
- (f) **“Bylaws”** means the Bylaws of the Corporation, as amended from time to time;
- (g) **“Capital Replacement Reserve Fund”** means the fund established by the Board to be used for the repair or replacement of the Common Property and any real and

personal property owned by the Corporation, or any real and personal property required to be maintained by the Corporation;

(h) **“Capital Replacement Reserve Fund Plan”** means the plan **adopted** by the Board to establish a Capital Replacement Reserve Fund to provide sufficient funds which can realistically be expected to cover the cost of major repairs, maintenance, or replacement of the Common Property and the Managed Property or any of the components thereof, or any real and personal property required to be maintained by the Corporation;

(i) **“Capital Replacement Reserve Fund Study”** means the study to be undertaken by an Accredited Reserve Fund Study Provider, who shall be approved by the Board. This study shall serve as the basis for a report determining the life expectancy or reasonable working life in respect of all aspects of the Common Property or the components thereof. Or any real and personal property required to be maintained by the Corporation; This study is to be completed *every 5 years according to The Condominium Act*;

(j) **“Caregiver, Live In”** means an individual who provides personal or health care services to an occupier of a unit. In reference to the these rules and Bylaws it means a live in caregiver;

(k) **“Common Expenses”** mean the cost of performance of the objectives and duties of the Corporation and any expenses specified as common expenses and managed property expenses in these Bylaws. All common expenses and managed property expenses are interchangeable in these Bylaws:

(i) **“Common Property”** means: so much of the Parcel as is not comprised in or does not form part of any of the Units shown on the Condominium Plan, and includes any part of the Buildings or Units as may be designated by the

Corporation as Common Property for the purposes of maintaining or replacing the same to meet standards determined by the Corporation from time to time;

(i) the personal property and equipment owned by the Corporation; and

(ii) **the Managed Property, or the components thereof, and any real or personal property required to be maintained by the Corporation;**

Without limiting the generality of the foregoing, the roof, exterior finish including soffit and fascia, exterior trim, eavestroughs and downspouts, visitor stalls, the entrance features and gates. All roadways, curbs, sidewalks, common entrances, lighting, fencing, gazebo and landscaping located on the Common Property shall be deemed to be included in the definition of Common Property;

*****Rob's notes: I feel the highlighted red portion of the should NOT form part of the definition of common property paragraph as it blurs the distinction between common property (ie roads) and managed property (ie roof). It will also complicate 4.b and 4.c. . Further, it is NOT consistent with 8.1f of the ACT. This is something we have grappled with over the years, understanding the distinction between the two. See "x" below for a better distinction explanation**

(l) **"Condominium Fees"** means the monthly fees charged by the Corporation to an Owner on account of Common Expenses or other charges payable by the Owner pursuant to these Bylaws, and includes Special Assessments, Reserve Fund Contributions or other levies payable by the Owner in respect of extraordinary expenses of a non-recurring nature necessary to pay for any repair, replacement or renewal of Common Property or Managed Property not anticipated or budgeted for in calculation of the monthly Condominium Fees;

(m) **"Condominium Plan"** means the bare land condominium plan registered in the Land Titles Office for the applicable Alberta Land Registration District under the Act as Condominium Plan No. 002 3758;

(n) **"Corporation"** means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium

Corporation No. 002 3758 ;

- (o) **“Detached Dwelling”** means a stand alone house dwelling
- (p) **“Duplex or Attached Dwelling”** means a duplex house plan that has two house dwellings attached to each other, while built on two parcels of land
- (q) **“Dwelling House”** means the dwelling or residence constructed on a Unit and includes the garage and deck located on the Unit attached to the residence;
- (r) **“Garage Sale”** Sale held annually in the project by house dwelling occupiers to sell their personal goods to the public;
- (s) **“Handicapped Ramp”** a ramp constructed to the main entrance of the house to assist those that are handicapped to enter the house dwelling;
- (t) **“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 by Ordinary Resolution of the Board, whose duties shall 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;
- (u) **“Insured”** shall be deemed to include the Corporation, the Board, the Manager, and Owners and their families, Tenants, guests or invitees, as appropriate, to allow coverage for any losses incurred which are covered by any policy of insurance taken or maintained by the Corporation, or by any other party on behalf of the Corporation or upon which the Corporation may rely in order to permit recovery of an insured loss;
- (v) **“Insured Hazard”** means fire, flood, tempest, storm, act of God or other hazard required hereunder to be insured against by the Corporation;
- (w) **“Interest Rate”** means that rate of interest per annum established by the Board from time to time, which may be or shall become payable hereunder by an Owner in respect of monies owing by such Owner to the Corporation, and shall in no case

be less than one and one half percent (1 1/2 percent, eighteen percent (18%) per annum, accruing from the earliest date on which any portion of the said monies becomes due and payable by an Owner;

- (x) **“Managed Property”** means all those parts of the Units or Dwelling Houses, owned by the Owners but which, pursuant to the Bylaws or by contract, the Corporation is required to administer, control, manage, maintain, repair and replace in such manner as though it were Common Property, or otherwise as agreed, for the common benefit of and at the common expense of all Owners, and **includes** the roof, exterior common walls, all exterior elements, and Common Property utilities;

(Rob's notes: was 1z. this is a prime opportunity to list ALL things that corporation manages on owners dwelling homes:……specifically roof, concrete, stucco, exterior paint, parging, eaves, soffits, and garage overhead doors. This 1.x clause forms a reference point for many other articles within the new bylaws.)

- (y) **“Manager”** means a person licensed as a Property Manager with the Real Estate Council of Alberta (RECA) as of December 1st, 2021. If a Company is contractually appointed by the Board, the Company must be a licensed Condominium Management Brokerage firm with the Real Estate Council of Alberta (RECA) as of December 1st, 2021; **(Rob's notes: delete “Dec 1 2021” or this will stale date)**
- (z) **“Mortgagee”** means the holder of a mortgage registered against the title to one or more Units;
- (aa) **“Owner”** means a person/persons who is registered as the owner of the fee simple estate in a Unit and where the context so requires the term “Owner” shall be deemed to include a Tenant or Occupier;
- (bb) **“Parcel”** means all Units and all Common Property and all land comprised in the Condominium Plan;
- (cc) **“Parking Space”** means any space designated by the Corporation as such.
- (dd) **“Party Wall”**, also known as a *common wall*, is a dividing partition between two

adjoining (attached) units. A Party Wall is shared by the occupiers of each duplex separate house dwelling. The Party Wall lays along the unit's property line dividing the unit so that one half of the wall's thickness lies on each side. It includes the drywall on each side of the the wall as well as all the space and any home component inside it;

(ee) **"Party Wall Agreement"**, A Party Wall Agreement is a legal document that is signed by the parties that share the Party Wall. The document outlines the ownership of the Party Wall. It includes the rules and obligations that as Duplex (attached dwelling) Unit Owners you are legally responsible to uphold within the unit;

(ff) **"Person"** includes a corporation or other legal entity, and the heirs, executors, administrators or other legal representatives of an individual, or a corporation and its successors;

(gg) **"Pet"** includes one pet dog or one pet cat of a specific size;

(hh) **"Privacy Wall"** A barrier, divider, or screen which is designed to create a wall which provides privacy to adjoining house dwelling occupiers;

(ii) **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;

(jj) **"Resolutions"**:

"Ordinary Resolution" means a resolution:

- (i) passed at a properly convened meeting of the Corporation by a majority of not less than **50%** of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or **(Rob's notes: was 1.n.i in former bylaws: changed from "50% plus 1". The ACT 1.r.i also says by a "majority" of those at a meeting. This can be a big difference.)**

- (ii) in writing signed by not less than 50% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 75% of the Unit Factors for all of the Units; **(Rob's notes: was 1.n.ii and has been changed. This entire clause is not consistent with 1.r.ii of the ACT and should be examined and perhaps re-done)**

“Special Resolution” means:

- (iii) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws, and representing not less than 75% of the Unit Factors for all the Units; or
- (iv) a written resolution signed 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 power of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;

“Unanimous Resolution” means a resolution:

- (v) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these Bylaws representing the total Unit Factors for all Units; or
- (vi) signed by all person 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; ******Rob's notes: was 1.w.ii. Deleted the last line “representing the total unit factors for all units”. Should re-insert**
- (kk) **“Security System”** means an electronic system that monitors the safety of one's unit;

- (ll) **“Single Family Dwelling”** means a unit occupied or intended to be occupied as a residence by one family alone. And containing no more than one kitchen and in which roomers or boarders are not allowed to live without approval;
- (mm) **“Special Assessment”** means a levy imposed by the Corporation on an Owner for the payment of costs or expenses of a non-recurring nature that were not otherwise budgeted for in the calculation of monthly Condominium Fees;
- (nn) **“Special Needs Animals”** *Service dogs* help people with specific tasks relating to visible and non-visible disabilities, such as epilepsy, PTSD, diabetes or mobility limitations. *Guide dogs*, however, are specifically trained to assist people who are blind or visually impaired. Qualified service dog teams have the right to use all common property. **Emotional support animals are not allowed; (Rob's note: emotional support dogs should be permitted, but under the same rules as a regular dog)**
- (oo) **“Spouse”** includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married, lives common-law and includes persons of the same sex;
- (pp) **“Tenant” or “Occupier”** means a person residing in a Dwelling House owned by another person under either a lease or rental agreement, or with the permission of the Owner;
- (qq) **“Unit”** means land that is situated within a parcel and described as a Unit in a Condominium Plan by reference to boundaries governed by monuments placed in the ground pursuant to the provisions of the *Survey Act of Alberta* respecting subdivision surveys; (Rob's notes: was 1x and improved to reflect the ACT clause 1.Yii)
- (rr) **“Unit Factor”** means the unit factor for each Unit as more particularly specified or assigned and described in and set forth on the Condominium Plan. Unit factors shall be used as the basis for determining the respective proportion of Condominium Fees or Special Levies payable by the Owners. All unit factors in the parcel are to equal 10,000;

2. MISCELLANEOUS PROVISIONS

- (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) **Interpretation:** 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 (Alberta)* or *the Law of Property Act (Alberta)*, 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; [\(formerly at the end of definitions. ok\)](#)
- (c) **Rights of Owners:** The Corporation and Owners and anyone in possession of a unit shall be bound by these Bylaws. 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 under *The Condominium Property Act* and under *The Condominium Property Regulations of the Province of Alberta*;
- (d) **Conflict with the Province of Alberta Condominium Property Act and The Province of Alberta Condominium Property Regulation:** If there is any conflict between these Bylaws, the Act and the Regulations, the *Act and the Regulations shall prevail*
- (e) **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 anything to which such repair could be made;
- (f) **Severance:** The provisions of the Bylaws shall be deemed, independent and severable, and the invalidity in whole or in part of any article, section, part or provision

herein, shall not affect the viability of the whole or remaining articles, parts, sections or provisions herein contained. Which shall continue in full force and effect as if the invalid portion had never been included herein;

3. DUTIES of THE OWNERS

An Owner **SHALL:**

(a) **Permit Access:**

Subject always to the Act, the Owner shall permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours notice to inspect any dwelling (except in the case of emergency when no notice is required), to enter a Duplex Unit for the purpose of protecting the reasonable interests of the adjacent Owners and to inspect the Party Wall. For detached dwellings in the project, it must be for a case of emergency only in that particular unit. Inspect the Unit, Dwelling House exterior for the purposes of maintaining standards established by the Corporation, from time to time, (all of which are included herein as "Managed Property"). And to maintain, repair or renew either the Unit, the Dwelling House, the Common Property, or the Managed Property for such purpose, including, but without limiting the generality of the foregoing, roofing materials and exteriors of roofs, vents, eaves troughs and exterior drainage, exterior beams, soffits and trim. To only inspect the exterior skylights, windows including the glazing, window frames, window assembly components, window casings, trim or mouldings. *Please note: window glass, casement and trims, skylights or entrance doors, including glass, will not be replaced by the Corporation.* To only inspect exterior doors, including entrance, sliding glass doors, french doors, garden doors, door frames, door assembly components, door casing, trim or mouldings. To inspect all siding, stucco, or other finishes, all exterior painting, fencing, decks, patios, sidewalks, driveways and for the care of lawn areas and the care of all trees or shrubbery;

(b) **Comply with Governmental Orders or Requirements:**

- (i) carry out all work that may be ordered by any municipality or public authority in respect of the Unit or Dwelling House: and
- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit or Dwelling House;

(c) **Maintain the Unit and the Dwelling House:** (Robs note: there are two 3c's.)

- (i) ensure that the Bylaws are being observed;
- (ii) do any work for the benefit of the Corporation generally;
- (iii) inspect and maintain the exterior of their Unit to mitigate against or to prevent any fire, flood, noise, odour or other risk from affecting neighbouring Owners;
- (iv) window coverings: installed at the owner's expense are to be properly installed and maintained. Drapery linings, blinds, regardless of kind are to be of a white, ivory or neutral colour for the portion or side that can be observed from the outside of the Unit. Security film and film to reduce heat gain is allowed with the Corporation's approval. No foil, cardboard, opaque materials shall be applied to the window glass; (was article 3d)
- (v) signage: no political, advertising notices, or any like signage is to be placed in any window. With the exception of a Owner's or Realtor's for sale sign in the front window when a unit is listed for sale; (was article 4.16)
- (vi) clean the interior and exterior of all windows, including those in the doors;
- (vii) repair and maintain the gas fireplaces and chimneys relating to the house dwelling, and to operate said fireplaces in a safe manner; (was 3.c)
- (viii) maintain doorbell buttons and exterior pot light or other outside light fixtures. And replace as necessary at Owner's expense;
- (ix) duly and properly clean, wash, repair and maintain and when required, replace with written approval of the Corporation as to type and specifications for any window, screen door, storm door, exterior wall light fixtures, unit number, mailbox (at the Owner's expense); (Rob's notes: I would like to see this

clause bumped up to (4.i) position as it clearly specifies owners are now responsible for windows and doors in their units)

- (x) to keep in a clean and tidy condition, all parts of the Unit as may be used as flower and shrubbery beds, patios or decks located on/by the Unit;
- (xi) maintain and clean any air conditioning unit located by the dwelling's exterior. Insure that when it is operating the noise it produces does not impede the neighbour's enjoyment of their Unit;
- (xii) maintain and clean all foundation and structural components of the Dwelling House located on the exterior walls, garage door, side entrance door; **(Rob's notes: this new clause has a somewhat puzzling wording)**
- (xiii) maintain all ducting for dryer exhaust, kitchen vent, central vacuum, clean air system, fireplace exhaust on the exterior of the dwelling house. Any new or replacement of this venting shall be at the owner's expense. Any venting on the roof and above shall be the Corporation's responsibility;
- (xiv) the Owner shall deposit with the Corporation or property management company a emergency contact name and phone number for the purpose that the Corporation or Emergency Services must gain access to a house dwelling in the case of an emergency such as a fire;

(v) *should read (xv): the quality of the repair and maintenance conducted either by the Corporation or by an Owner shall be consistent with the standards of design, quality, and state of repair of the other Dwelling Houses on the Parcel, and the standard of repair and maintenance shall also comply with any rules or regulations made by the Corporation in regards to the standard of repair and maintenance from time to time; provided, however, that the Corporation or its agents shall cause as little disruption, noise, or inconvenience to the Owners as may be reasonable in fulfilling the same. Any work is to be done between the hours of 8 AM to 8PM, Monday through Saturday. The repairs are to be done by a qualified licensed tradesman. The quality of the repair must be to both the Corporation and the Owner's satisfaction.

(c) Maintain the Unit and Dwelling House (we have two “3c”. Further, there seems many overlapping or duplicate items under “duties of owners” and/or Article 73 “owners occupancy use”. Requires some clean up and rearranging the numbers and letters):

The Owner shall maintain the Unit in accordance with standards established by the Corporation from time to time, and shall duly and properly clean, wash, repair, maintain and, when required, replace any and all aspects of the interior of the Dwelling House and any improvements or additions thereto that should fall below the standards established by the Corporation from time to time, including, without limitation, the heating and air-conditioning system, interior waterworks, sewers and drain systems, all plumbing fixtures, electrical wiring and electrical fixtures, appliances, interior fixtures, floor-coverings and painting, and all window coverings of the Dwelling House that are located on or exposed to the front elevation of the Buildings;

(i) the doors of a Dwelling House located on the exterior walls, excluding the painting of the exterior finishing of access doors or the door casing, trim or mouldings, and to clean the interior portion of all windows;

(ii) all foundation and structural components of the Dwelling Structure, common walls, together with any interior walls and ceilings, garage floor, garage door;

(iii) to keep in a clean and tidy condition, all parts of the Unit as may be used as lawns, gardens, patios or decks, together with any plants or any other landscaping located on the Unit’s property;

and if any Owner fails to maintain any part of his Unit to the standards established by the Corporation from time to time, the Corporation may give ten (10) days’ notice to the Owner to affect such repairs or conduct such maintenance as may be required, and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work at the expense of the Owner.

The Owner shall be responsible to keep the Unit and all portions thereof (including the Dwelling Unit and garage) in a state of good repair, excepting such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws. Where there is any doubt as to

the respective responsibilities of the Owner and the Corporation in respect to repairs and maintenance or otherwise as set out in these Bylaws. Or arising from any rule, regulation or direction issued by the Corporation, or in respect of the standards established by the Corporation from time to time, then unless or until determined in writing by the Corporation, the Owner shall be deemed to be primarily responsible for ensuring that reasonable standards in respect to his Unit are maintained. The Owner shall be responsible for the payment of all costs of all repairs or maintenance associated with maintaining such standards.

Notwithstanding the above, the Owners shall share in common the responsibility to maintain, repair and replace the Common Property plus such parts of the buildings and adjacent yards. As may be reasonable to preserve and protect the respective investments of the Owners in their Units. In general, all maintenance, repairs or replacements of any element of the interior of a Dwelling House are exclusive to a Unit, and shall be the sole responsibility of the Owner. While all maintenance, repairs or replacement of the elements of the exterior of the Buildings, including private walkways, driveways, stairways, or esthetic elements of the Project or structural or other elements on which the interest of other Owners rely, including Managed Property, shall be the responsibility of all the Owners collectively. The replacement and repair of skylights, windows, sashes and trim, exterior entrance doors are the Owner's responsibility. **When the owner is replacing door glass or window glass, the window glass must have decorative mullions, the same colour and conformity of what was in the broken window (*).** With the exception of door or glass replacement, said work is to be undertaken by the Corporation on their behalf, and the costs of the maintenance, repair, or replacement thereof shall constitute part of the Common Expenses. **(Rob's notes: the board is still debating this topic)**

The Corporation shall be empowered from time to time to determine what elements of any Unit or Units constitutes Managed Property, and whether the responsibility for specific items of maintenance, repairs or replacement shall be borne by the Corporation or by one or more Owners, and in making such determination, the Corporation may consider whether such repairs are a result of an intentional acts or omission, negligence, or wanton disregard of one or more Owners of the interests of the others.

Except with the knowledge and consent of the Corporation the Owners shall not undertake any repair, replacement or painting of the exterior surface or finishing of any access doors or other outer boundaries, walls and other outside surfaces, windows, roofs, eaves troughs and drainpipes, and all other outside hardware and accoutrements (except as noted herein) affecting the exterior appearance of the Building shall be conducted by the Corporation on behalf of the Owners and paid for by the Owners by way of Common Expenses in proportion to their Unit, or otherwise as may be directed by the Corporation;

(d) **Alterations, Additions, Renovations:** Except for relatively small repairs, the Owner shall not paint nor embark upon any substantial repairs, additions or alterations, or conduct any extensive renovations to the Unit, nor affix any decoration or sign to the exterior of the Dwelling House or to any other part of the Unit or the Buildings (including interior and exterior load bearing and partition walls) of which a Unit forms a part, or to the plumbing, mechanical or electrical systems within a Unit, without first having advised and obtained the written consent of the Corporation.

(e) **Use of Units, Common Property, or Exclusive Use Areas:** (Rob's notes: there is nothing under (e) and there are two (f). Needs adjusting and/or new headings)

(f) **Exclusive Use;** The Unit Owner has sole access to his property as per Condominium Plan No. 002-3758 as a Bareland Unit, and the associated Real Property Report

(i) *Quiet Possession* - The Owner shall use and enjoy his or her Unit, the Dwelling House and the Common Property in accordance with these Bylaws and all the rules and regulations prescribed by the Corporation in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families, visitors or invitees;

(ii) *Health* – No Owner shall do anything or permit anything to be done within the Parcel that may injuriously affect the health or safety of other Owners, Units and Dwelling Houses shall be kept clean, in good condition and free of insects or vermin;

- (iii) *Personal Belongings* – Owners shall cause all articles within their Ownership, care or custody, including bicycles, ladders, toys and all other items other than patio furniture and a deck storage box to be appropriately kept or stored within their respective Dwelling Unit or garage, such as not to be conspicuous to neighbors and passers-by;
- (iv) *Barbeques* – Barbeques are allowed on the decks. They may only have one 25 pound propane bottle/tank in use. No larger propane bottle/tanks are allowed, nor are charcoal, wood or pellets or similar materials. A 25 pound propane tank/bottle may be stored neatly under the deck. Propane tanks are not be stored inside the house dwelling or garage;
- (v) *Water* - Outside water shall not be left running and unattended by any Owner. Water hoses are to be neatly stored when not in use, preferably on a hose reel;
- (vi) *Trespass* - No Owner shall trespass upon or permit any visitor or occupant of his or her Unit to trespass upon any part of any Unit or Dwelling House of another Owner;
- (vii) *Storage Areas* – A owner may have a deck box for storage. It is to be either located on the deck itself or neatly placed under the deck sitting on the rocks. The Deck Box must be made of heavy duty plastic, vinyl, faux wood or resin. The colour shall be the same colour as the the decking material. Wood, rattan or the like is not permitted;
- (viii) *Single Family Residence* - The Owner shall not use or permit the use of his or her Unit or Dwelling House for any purpose other than a single-family residence, and without limiting the generality of the foregoing, shall not construct or permit the use of more than one kitchen in a Unit; (was 4.a.6)
- (ix) *Pets* - The Owner shall not keep any animals or any pets in his Dwelling Unit or upon the Unit grounds, except as may be permitted by these Bylaws. For particulars please see “Pet Agreement Appendix d” ; (Rob’s Note: see also 64 on the new version and Article 4 on the old bylaws)

- (x) *Commercial Uses* - Nor shall any Owner use or permit any portion of his or her Unit to be used for any commercial or professional business (even if the same may be permitted by municipal land use or zoning Bylaws) unless such use is permitted by the Corporation. The sale of personal property belonging to any of the Owners or occupiers from time to time does not constitute a commercial or professional business;
- (xi) *Electrical Circuits* – Owners shall be responsible for all electrical circuits within their Unit or Dwelling House, and the Owners shall not overload electrical circuits in any manner that might adversely affect the safety of the occupiers next door or adversely affect the operation of the common utility;
- (xii) *Sewer Systems* - Toilets, sinks, tubs, drains, sumps, and any other water or sewer apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, disposable diapers or other substances shall be thrown or placed therein, and no chemicals, paints, oil, fuel, or any other noxious substance shall be introduced into the sewer system;
- (xiii) *Antennae* - No television antenna, ham radio tower, reception system, satellite dish (other than a digital satellite dish, the size and location of which are subject to the prior written approval of the Corporation, acting reasonably, and which are to comply with the Bylaws of the City of Red Deer or similar structure or appurtenance thereto shall be erected on or fastened to any Dwelling House;
- (xiv) *Laundry* - No laundry shall be hung outside a Dwelling House or hung inside or within a Dwelling Unit in such manner that it is unsightly or conspicuous to neighbors or passers-by on the common property;
- (xv) *Awnings* - Except with the written consent of the Board, no screen, wooden, cement, metal, plastic, partition, or other barrier, awning or gazebo shall be erected on the Units parcel of land or the dwelling house;

- (xvi) *Air Conditioners* - air conditioning units can be installed, with the Corporation's Approval. The request to install must be in writing or electronically sent to the Property Manager. Keeping in mind that the location of the unit is not to be unsightly and its operation shall cause no inconvenience or excess noise to adjoining neighbours. Portable air conditioner window units are not allowed;
- (xvii) *Patio Heaters* - A 5000 BTU or under, with a 25 pound propane tank, CSA & Underwriters approved patio heater is allowed. In its use, the heater's canopy shall be no closer than 6 feet from any part of the dwelling house or tree branches. The Canopy must remain on the heater at all times. The Propane is to be turned off after each use.
- (xviii) *Garage Sale* – Host One (1) Community Garage Sale on the Homeowners' driveway or Common Property on the first (1st) Saturday and first 1st Sunday in the month of June of each year. Due to inclement weather an alternate date may be chosen by the Corporation's Board:
- (xix) *Hot Tubs - no hot tub*, water sauna or walk out bathing apparatus shall be located within a Duplex Unit or on the exterior of any Dwelling unit. Duplex Owners are to take all steps necessary to prevent the escape of water from their unit to the adjoining unit. Detached homes may or may not have any of the above in their unit (not outside) with the Corporation's written or electronic approval;
- (xx) *Interference* - Not unreasonably interfere with, prohibit or hinder the lawful activities of the Board or the Corporation. This includes any of the Corporation's inspections, maintenance, repair, upkeep, cleaning or control of the common and managed property;
- (xxi) *Resident and Non-resident Vehicle Parking* – Designated Parking Space is for the purpose of visitor parking only. Visitors may park in the Designated Parking Space no longer than seven (7) consecutive days. Longer periods need the Corporation's approval. Except with the prior written consent of the Corporation, no Owner shall park any motor vehicle on the Common Property. With the exception of a Recreation vehicle, utility trailer or trailer holding recreational vehicles which can remain on common

property directly in front of the Owner's unit, or on a house dweller's unit's driveway, for a period of *forty eight (48) hours* for the purpose of loading, unloading, filling water tanks or interior cleaning or such tasks for the RV. An Owner may permit any visitor, family, agents, servants, guests or licensees of the Owner to park a maximum of two (2) private passenger licensed vehicles on their driveway outside of their garage to their Unit for a period not to exceed *seventy two (72) straight hours*, otherwise it may only be one vehicle. All Owners should ensure that all vehicles associated with their Unit shall routinely be parked within the garages of their respective Unit;

(*******Rob's notes: we did not discuss this*******)

(xxii) *Vehicle Repairs* - Except in the case of emergency or temporary repairs, no Owner shall undertake repairs to any motor vehicle on the driveway area in front of their respective Unit. No repairs to any motor vehicle shall be permitted on or within the Common Property or the Managed Property;

(xxiii) *Occupancy –Age Restriction-* The owners shall not permit the unit or house dwelling to be occupied as a place of residence by any one less than the age of fifty five (55) years. The second occupier or spouse who is younger than fifty five (55) years must be thirty five (35) years of age or older. If younger than thirty five (35) years of age the occupier must have the Corporations approval. (**Rob's notes: This should also be under Use and Occupancy on page 96. Is this part of the act or just our decision? Needs to be discussed and clarified**) The Units house dwelling is to be occupied by no more than five (5) people at any given time without written consent from the Corporation. A livein licensed Practical Nurse or Licensed Nurse who is a caregiver must be over twenty one (21) years in age. A Caregiver with other Qualifications must also be over the age of twenty one (21) years of age. The Corporations approval is needed for any livein caregiver as per Appedix: b. All Bylaws and Rules must be abided by all occupants;

(xxiv) *Compassionate Occupancy-* Should an owner of a unit die and because of this act, a unit's house dwelling will be vacant, a temporary occupancy of six months from date of death may be authorized by the The Corporation if written or electronic permission to occupy the unit is requested. The requested occupier must be over the age of twenty one (21) years and abide by all the Bylaws and

rules of the project. **(Rob's notes: this is new and should be discussed and agreed upon by the board)** They must also sign a non resident agreement, Appendix a: Compassionate Stay Agreement;

(xxv) *Day Care Facilities* – No Owner shall permit his or her Unit or Dwelling House to be used as a childcare or daycare center except with the express written consent of the Corporation, which consent shall not be unreasonably withheld, but which may be withdrawn arbitrarily by the Corporation at any time, and the Corporation shall not be prevented or estopped from withdrawing any such consent;

(xxvi) *Damages to Common Property* – Owners and their families, guests, Tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or Managed Property, or any Unit, or any property of the Corporation or property owned by another Owner, and the costs of cleaning or repair arising from such actions may be charged by the Corporation against the Owner of a Unit in the same manner as any other charge payable by an Owner, whether the Owner was aware of or directly involved in the cause of such damages; **(Rob notes: is this new paragraph necessary ?)**

(f) **Lawful Use:** (replacing some of Article 4.a clauses in old bylaws)

The Owner shall not use a Dwelling House or Unit or permit it to be used in any manner for any purpose which may be illegal, injurious, or that may cause noise, nuisance or hazard to any Owner or Occupier of another Dwelling House or Unit or the family, visitors or invitees of such Owner or Occupier.

- 1- No Owner shall do or permit anything to be done on the Parcel or bring anything thereon which in any way may increase the risk of fire, theft, or vandalism, or any other Insurable Hazard.
- 2- Or which may affect the premium rate or availability of insurance for any Insurable Hazard on the Common Property, any Dwelling House, the Unit, or the Managed Property or on any property kept therein or thereon, or obstruct or interfere with the rights of other Owners or in any way.

- 3- Injure or annoy them or conflict with the laws relating to fires or with regulations of the local municipality or fire department, or with any policy of insurance upon any of the Buildings comprising part of the Common Property or any part thereof.
- 4- Or conflict with any of the rules or ordinances of the municipality health department or with any statute or municipal By-law or with any other law whatsoever, and no Dwelling House or Unit shall be occupied or used by anyone in such manner as to result in the cancellation, or threat of cancellation, of any policy of insurance maintained by the Corporation;

(g) **Notification of Ownership, Use, and Encumbrances:**

The Owner shall notify the Corporation forthwith (and provide reasonable particulars) upon any change of Ownership of the Unit, or of any leasing or renting of the Dwelling House to an Occupier (or otherwise), or of any use of the Unit that is not residential in nature, or of any hobbies or uses from within a Unit that may create noise, or noxious fumes, or which may create a threat of fire, flood, or any other risk, or if a business is being operated from such Unit, or of any mortgage, lease or other;

(h) **Compliance With Bylaws:**

The Owner shall comply strictly with these Bylaws and with such rules and regulations as may be adopted by the Corporation from time to time, and abide by all directions of the Corporation, and cause all Occupiers of and visitors to his Unit to similarly comply with the same;

(i) **Pay Levies and Assessments to Corporation:**

The Owner shall 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; including the payment of all Common Expenses levied by the Corporation in respect of a Unit and/or Dwelling House, and all other monies payable to the Corporation hereunder, including costs of maintenance and repair of the Common Property, the Managed Property, and taxes or assessments against the Common Property, whether or not that Unit and/or Dwelling House is occupied by the Owner, a Tenant, or other Occupant; and also to pay to the Corporation the costs of any repairs or other work required to be done by

the Corporation on behalf of an Owner in order to ensure compliance with these By-laws or such rules and regulations as may be adopted by the Corporation from time to time, as well as the costs incurred by the Corporation to comply with any direction of the Corporation in respect thereof;

(j) **Costs of Action by Corporation:**

The Owner shall pay to the Corporation all legal and other expenses incurred as a result of having to take proceedings to collect any Condominium Fees, Special Assessments, or Common Expenses levied or assessed against his Unit, and legal expenses shall be paid on solicitor and his own client indemnification basis;

(k) **Access by Corporation for Repairs:**

The Owner shall permit the Corporation, its representatives and persons authorized by the Corporation, to enter the Units' land to carry out maintenance and repair work required to be performed in the maintenance and betterment of the Project generally;

(m) **Decorations** (was 4a.23)

The Owner shall not install or put in place any decorations other than for three weeks, starting two (2) weeks before a Federal or Provincial declared Statutory Holiday and then taken down one (1) week after the said Declared Holiday. Any Christmas decorations that will be visible from the exterior of the unit can be installed anytime after October 15th. If the decorations are to be lite, they shall not be turned on prior to December 1st of each year, and are allowed to be still lite until January 31st of the following year. Any other seasonal decorations visible from the exterior of the unit must have prior written approval from the Corporation

(n) **Correspondence to Corporation:**

The Owner shall prepare all correspondence and all items of business to the Corporation in writing, either on paper or electronically. If an Owner wishes to ask a question of, or to raise a concern about, or to file a complaint with the Corporation, and if such Owner wishes the Corporation to respond or to take any action with respect

to such suggestions, questions or complaints, the Owner shall express the same in writing or electronically and deliver the same in a timely fashion to the Board of Directors, or to the Property Manager. The Corporation shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Corporation's Board of Directors;

(o) **Landscaping:**

The Owner shall permit the Corporation to install landscaping of such quality and design as is consistent with the standards established by the Corporation from time to time. The Owners/house dwellers shall comply with any ByLaws or rules made by the Corporation regarding landscaping. Where required, the Owner/house dweller shall permit the Corporation or its designated contractor to have access to maintain the front, rear and side yards, including cutting grass, pruning trees or shrubs, and for the removal of ice or snow. Any pruning to be done by the Corporation or its agents shall be in consultation with the Unit Owner. The Owner or the occupiers shall be responsible for the proper maintenance of all landscaping located on a Unit that is not cared for by the Corporation. This includes but is not limited to the cutting of grass, the pruning of trees, shrubs, the maintenance and watering of flowerbeds, and the care and maintenance of any associated irrigation system. Owners and house occupiers, to maintain and ensure longevity of the grassed areas of their units, and the shrubs and trees on it, the Owners or Occupiers shall water on a regular basis especially so when high temperatures and dry conditions exist. In doing so the costs of landscaping upkeep can be better controlled and budgeted. If a tree needs to be removed due to overgrowth, disease or for any other reason, from the unit the Corporation shall remove it and another tree shall be planted for the owner. Choice of the type of the new tree is to be approved by the Corporation. Owners are responsible for the replacement of all diseased, dying or dead shrubs. They are to be re planted in the same location as the one/s removed. The type of shrub for the replacement must be approved by the Corporation. Unit owners may install concrete landscape borders, design and colour must be submitted in writing requesting approval by the Corporation. An Owner may also install a sprinkler systems with the Corporations approval. The Corporation or its agents, contractors shall not be held liable for any damage to the concrete curbing nor the sprinkler systems;

(p) **Fencing:**

The Owner shall refrain from constructing outdoor fences, barriers or lattice. No other structures shall be constructed by an Owner without the express written consent of The Corporation;

(q) **Decks:** (Rob's notes: formerly our revised Article 3N. expanded . good)

1: The Owner shall, repair, replace, maintain and replace at the Owner's sole expense, reasonable wear and tear are expected, any deck situated on the Unit Owner's land. The Corporation, acting reasonably, shall access and determine if any deck needs repairs, maintenance or replacement;

2: All decks that are to be built, at the Unit Owner's expense, must be one of the following products or a identical colored composite decking product, which is to be approved by the Corporation;

i: Trex Select Saddle. If Trex Select Saddle is discontinued or Trex decking material is no longer available than such other identical/similar colour of composite decking and such other brand of composite decking may be approved by the Corporation.

ii: Trex Tropical TikiTorch. If the colour Trex Tropical Tiki Torch is discontinued or Trex decking is no longer available than such identical /similar colour of composite decking, and such other brand of composite decking may be approved by the Corporation.

iii: Sichtschutz Veranda Exotic Jarrahwood. If the colour Sichtschutz Veranda Exotic Jarrahwood is no longer available than such other identical/similar colour of composite decking, and such other brand of composite decking as approved by the Corporation.

iv: A stain that is is identical in colour to Trex Saddle Select, Trex Tropical Tiki Torch or Sichtschutz Veranda Exotic Jarrahwood, as approved by the Corporation in writing, acting reasonably, may be applied to the existing wooden decking material. If the deck upon inspection is in poor condition the Corporation may ask the Owner to replace it.

- (iv) All decks must conform to the above colour options. All visible surfaces, including joists, supporting structure, posts, etc of the deck must be covered with the composite deck material or stained with one of the approved stain options to match the deck material. The railing of the deck and stairs must be white and of the same style as was previously on the old deck. The construction of the deck and stairs must conform to all applicable building standards in both the City of Red Deer and the Province of Alberta. If the present deck is replaced with a newly constructed one *of the exact same size*, a City of Red Deer Building Permit is not required.
- (v) Notwithstanding, if a deck on a Owners's Unit does not comply with the colour requirements or is not of the approved composite materials, as per the applicable Bylaws, the deck shall be treated, stained or painted in one of the color options of the approved composite materials until the said deck is replaced with a approved composite material.
- (vi) All Unit Owners shall inspect decks situated on their property annually, and maintain, repair, and replace any damaged components at the Owner's sole expense. Reasonable wear and tear is expected. Any non-composite decks shall be treated or stained every three years and shall be equivalent in appearance to the composite decks in the project. If an owner fails to repair, maintain or replace any damaged deck components as the Corporation deems necessary, upon inspection, the repairs may be completed by the Corporation and charged back to the Owner as per the Corporation's ByLaws.

(o) **Ice and Snow Removal, Liability Insurance:**

The Owner shall be responsible for the prompt and timely removal of ice and snow from the steps, sidewalks and driveways of the Dwelling House or Unit, insofar as is reasonably possible without moving the same onto an adjacent Dwelling House or Unit, unless this work is contracted out by the Corporation. *Each Owner shall be responsible to obtain liability insurance in respect of any injury of any person incurred within their Unit (including death), whether or not the same is the result of ice or snow or attributable to some other cause that may make the Owners or Occupiers liable,*

and shall indemnify and save harmless the other Owners in respect of any claim made in respect thereof;

(p) **Payment of Condo Fees or Special Levies:**

The Owner shall deposit with the Corporation, if requested, twelve (12) duly executed post-dated cheques or authorized monthly bank debit for duly assessed condominium contributions;

4. DUTIES of THE CORPORATION

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

- (a) The Corporation at all times shall keep and maintain for the benefit of the Corporation and of all of the owners copies of all warranties, guarantees, drawings and specifications, details on post tensioned cables located on/within the property as included in the condominium plan, written agreements, certificates, professional reports, engineering reports and approvals. Existing plans showing the location of underground utility services, sewer pipes and communication cables. Any certificates, approvals or permits relating to the Corporation's property issued by a Municipality. Any and all documents as required under the *Safety Codes Act*. The Corporations' current Bylaws as registered with Alberta Land Titles. The Alberta Condominium Property Regulation specifies how long the Condominium Corporation must keep the documents and information. While these documents may be held by a Property Manager, or Property Management Firm, the Corporation is ultimately responsible for their care;
(Robs notes: was 5j and expanded good addition)

- (b) **Manage Common Property:** (was 5b)

The Corporation shall control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project and to do all things required of it by the Act, these Bylaws, and any other rules and regulations in

force from time to time and shall take all necessary steps it sees fit to uphold these Bylaws;

(c) Maintain and Repair Common Property:

The Corporation shall maintain, repair and replace (where necessary) such elements of the Common Property as may be necessary to keep them in a reasonable state of repair. The Corporation shall keep in a state of good and serviceable repair and properly control, manage, administer, repair and maintain the fixtures and fittings used in connection with the Common Property, the Managed Property and all other property both real and personal owned by the Corporation;

Subject to the obligations imposed by these Bylaws or by the Corporation upon any Owners in respect of any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation, the Corporation shall maintain and keep in a state of good repair the Common Property notwithstanding that maintenance may be required only as a result of reasonable wear and tear, or otherwise, including without limitation the provision and maintenance of entrance features, fences, stairs, railings, lighting, landscaping, visitor parking stalls, gazebo and other common facilities on the Common Property, or on Units where notwithstanding that the same are the property of an Owner, such have been designated as part of the Managed Property;

And the Corporation shall maintain and repair (including renewal if necessary) telephone and telecommunications lines within the Parcel including the gate communication system and other facilities that are capable of being used in connection with the enjoyment of one or more Units or the Common Property or one or more of the Units, and for the maintenance and repair of any sidewalks, driveways, or other surface improvements (including the exterior of a Dwelling House) located on a Unit;

(d) Maintenance of Managed Property: (Rob's note: was 5e in old bylaws . I like the fact we have identified separately the corp duties for

common vs managed and, hence, why it is important to have accurate and precise definitions in the first article)

1. The Corporation shall maintain the Managed Property in the same manner as it shall maintain the Common Property, and for the purposes of maintaining standards established by the Corporation from time to time, at all reasonable times on twenty-four (24) hours notice (except in case of an emergency, in which case no notice is required), enter upon a Unit's property to inspect, repair and maintain the Managed Property, including but not limited to Garage doors, roofing materials and exteriors of roofs, eaves trough and exterior drainage, exterior beams and trim, soffits, siding, stucco, or other finishes, all exterior painting, fencing, walkways, driveways;
2. And the cleaning of eavestroughs when authorized by the Corporation. The quality of the repair and maintenance shall be consistent with the standards established by the Corporation from time to time, but in all matters are to be conducted in a excellent and professional workman like manner; **(Robs notes: duplicates 4d.1. I suggest we delete this clause 2 in it's entirety)**
3. Subject to any obligations imposed by the Bylaws or by the Corporation upon the Owners to maintain their Units and any part of the Common Property over which such Owners are granted exclusive right of use, the Corporation shall clean, maintain and repair the exterior or outside surfaces of the Buildings comprising the Units, with the exception of not replacing windows and their components, including any skylights, entrance doors and their glass, garden doors and their glass, patio doors, crescent window glass. This includes not replacing any screens which form part of the said windows and doors or storm doors . When owners replace any window glass that has mullions installed within the panes of glass, the replacement needs to include the brass-like decorative mullions; **(Robs notes: I feel this whole clause 3 is too "scattered" and unnecessary. 4d.1 explains things good enough so delete 4.d3 in its entirety. Also, the board is still debating whether we require homeowners to replace windows with similar coloured mullions)**
4. The annual washing of windows that are accessible to an Owner or Occupier will be completed as budget restrictions allow and with the Corporations approval. The

approval of the work and the timing of the work is to be approved/disapproved by the Board of Directors. **(Rob's notes: I think this should be a YES or a NO, and not depending on cash flow)** The exterior and interior surface of access doors, bulbs of the light fixtures attached to the exterior of the dwelling house, all of which shall be the responsibility of an Owner unless otherwise directed by the Corporation;

5. The Corporation is responsible for the repair of any leakage around windows **(Rob's notes: Needs to be careful how this is worded)** and the maintenance and repair of all other outside accoutrements affecting the appearance, usability, value or safety of the Units and the Common Property including the structural maintenance of any Exclusive Use Area, The Gazebo, which is located on any part of the Common Property and including all visitor parking areas, landscaped areas, concrete areas, fencing and related posts and the gates and their operating systems. The entrances itself, and all utility services within, on, in, under or through the Units and the Common Property;
6. Subject to the duty of the Owners to promptly remove all accumulations of ice, snow, slush and debris from their units walkways and driveways, unless the Corporation has assumed that responsibility to maintain such duties, in order to provide safe access and egress; **(Rob's notes: remove "subject to the duties of the owners" for clarify. Snow removal is the corporations duty)**
7. The Corporation shall provide scheduled service to remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition of the driveways **and the automatic garage doors**, and all grassed or landscaped areas of the Common Property; **(Rob's notes: formerly bylaw 5i, except reference to "automatic garage doors" was tossed in ??)**
8. Semi annual inspections will be done by the Property Manager and two Directors of the Corporation. They will inspect the exterior of house dwellings and the Unit for the purpose of identifying any deficiencies of the house dwelling, the Unit or for Bylaw infractions. Ten (10) days written or electronic notice of said inspection

shall be given to the dwelling house occupier. The occupier or Owner may accompany the inspectors;

(e) Garbage:

The City of Red Deer provides Devonshire's house dwellers with containers. They currently consist of a garbage container, a recycle container and a compost container. The current pickup day is a Friday. If that should change the City of Red Deer will notify the Owners or Occupiers. The containers and the rules for using them can be obtained by contacting: <https://www.reddeer.ca/city-services/garbage-recycling-organics/>.

Containers may be put out late on Thursday evening, with lids securely in place, as the first pickup is usually between 7:00 Am and 7:30 AM. No loose cardboard, garbage or compost is to be left laying by the containers. Containers are to have a metre clearance between them;

(f) Insurance: (was 5d.)

The Corporation shall 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) a certified copy of the policy or policies of insurance maintained by the Corporation, or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof.

Upon written request by an Owner or a Mortgagee (or the duly authorized agent of such Owner or Mortgagee), the Corporation shall provide at a nominal fee a administrative charge for either a duplicate of original or certified copy of all fire and other perils and all liability insurance policies and endorsements maintained by the Corporation, as well as renewal certificates or certified copies of replacing policies;

(g) Compliance by Corporation: (was 5a)

The Corporation shall do all things required of it by the *Alberta Condominium Property Act, the Regulations to the Act*, the Bylaws, and any other rules and regulations of the Corporation in force from time to time;

(h) Collect Condominium Fees and Levies: (was 5f and 5g)

The Corporation shall collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same into a separate account with a chartered bank, trust company, Alberta Treasury Branch, or credit union incorporated under the Credit Union Act (Alberta).

Subject always to and in accordance with the Act and any Regulation passed pursuant thereto, the Corporation shall 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 a Capital Replacement Reserve Fund, as aforesaid, 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 and the Common Property and the Managed property where the repair or replacement is of a nature that does not occur annually.** Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements unless such deletions 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;

(Rob's notes: the red portion is scary as we are NOT doing this now)

(i) Pay Accounts on Behalf of Corporation: (was 5 h)

The Corporation shall pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may seem justified in the prudent management or administration of the Project;

(i) **Easements, Restrictive Covenants and Rights of Way:** (was 5k)

The Corporation shall not plant any trees or construct substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement, restrictive covenant or similar grant to any person, utility company, municipality or local authority, and shall comply with and enforce all such agreements in respect to adjoining lands;

(j) **Landscaping:**

The Corporation shall establish and maintain lawns, trees and shrubs (DELETE) and other landscaping on the Common Property and on the Managed Property and promptly replace on a continuing basis, any lawns, trees that may die of disease or of their life cycle. The Unit Owner shall replace all shrubs that are decaying, dead or are dying;

(Robs notes: replace this last line to read: The unit owner shall maintain their own existing shrubs, and remove any shrubs that are decaying, dead or dying. If they plant new shrubs, at their own expense, they shall be responsible to maintain.)

(k) **Fire Suppression:**

The City of Red Deer owns the fire hydrants on the Corporation's Common Property and maintains and tests them annually: (Robs notes: good addition)

5. **POWERS of THE CORPORATION** (previously Article 6)

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) **Acquire Property** – to 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; (was article 6a)
- (b) **Borrow** – to borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such requirement for borrowing in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution; (was article 6b). New in the ACT
- (c) **Pledge** – to 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** – to invest as it may determine any contributions towards the Common Expenses, subject to the restrictions set forth in the Act or Regulations or Bylaws;
- (e) **To Make Agreements** – to make an agreement with an Owner, Tenant or other Occupier of a Unit or Dwelling House for the provision of services by it to the Unit or Dwelling House, or to the Owner, Tenant or Occupier thereof;
- (f) **Privacy / Exclusive Use Areas** – to grant to an Owner the right to exclusive use and enjoyment of part of the Common Property, special privileges in respect thereof, and any such grant is to be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves; (was 6f)
- (g) **Authority to Make Rules and Regulations** – to 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 for the designation of Managed Property, and to do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property and Managed Property generally including the commencement of an action under Section 39(1) of the Act and all subsequent proceedings relating thereto. Notification of a new rule shall be subject to the requirements of Section 73.6(1), (2) of the Condominium Regulations 168/2000 of the Province of Alberta; (was 6 h)

- (h) **Authority to Hire a Manager or a Management Company** – (was 17 d)The Corporation may contract or enter into an Agreement with a Bonded Condominium Management Brokerage firm, licensed with the Real Estate Council of Alberta (RECA) **as of December first (1st). 2021** to handle certain aspects of the operations of the Condominium Corporation. Normally this would include day to day activities, including financial, maintenance, through an offsite Licensed and Bonded Property Manager. The Corporations' Contract with the Management Company shall clearly state the details of the Contract. That the Manager is a person licensed as a Property Manager with the Real Estate Council of Alberta (RECA) **as of December first (1st), 2021** Upon the cancellation of a Management Contract/Agreement, the Management Brokerage Firm or the Property Manager has 30 days to return all property belonging to the Corporation, including all original documents and all records at no charge.

(Robs notes: RECA requirement is new in the act.

(Robs notes: **Remove the dates so the bylaws don't go "stale"**)

- (i) **Determination of Fees & Levies** – to determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned. See Article 52 for all details on Special Levies;
- (j) **Collection of Contributions - Commonly known as Condominium Fees-** to raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided. The Corporation shall collect the contributions of Owners on account of Common Expenses for the Common Property and/or the Managed Property (including any taxes or other levies assessed against the Common Property), to collect the contributions of Owners in order to maintain the Capital Replacement Reserve Fund, and/or other obligations of the Corporation, including Special Levies approved by the Board, by monthly installments or in lump sums, and in that regard may require of Owners that they provide post-dated cheques or pre-authorized direct bank payments;
- (k) **Enforcement of Bylaws** – (was article 6pq) to do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property, and any part of the Units or Dwelling Houses with which it may be concerned, including, without limitation, the following:

- (i) commence and prosecute proceedings under Section 36 of the Act (or any provision passed in substitution therefor);
 - (ii) impose, collect and deal with deposits under Rental of Units, Section 53 of the Act (or any provision passed in substitution therefor) provided that deposits required shall not exceed one month's rent for any Unit; and
 - (iii) give notices to give up possession of Units pursuant to Section 54 (1, 2, 3) and make applications to the Court under sections 55 and 56 of the Act (or any provisions passed in substitution for the said sections);
- (l) **Sanctions For Failure To Comply With By-Laws** – to impose monetary or other sanctions on Owners, Tenants or Occupiers of a Unit who fail to comply with the Bylaws. First Offence results in a warning letter. Second Offence is the imposing of a fine of Five hundred Dollars (\$500.00). Third Offence is the imposing of a fine of one thousand dollars (\$1000.00). In the event that it becomes necessary to enforce the Bylaws or to apply sanctions against the Owner, Tenant, or Occupier of a Unit, the Corporation shall be entitled to proceed with court application for enforcement of the sanctions (in a court having the appropriate jurisdiction), and the Corporation shall be entitled to recover all of its costs of enforcement on a solicitor and his own client basis from the Owner, Tenant or Occupier, and to charge the title of the Owner for any such unpaid sanctions and costs if the Court so orders;
- (m) **Dispute Resolution** – Any dispute respecting any matter arising under the Bylaws may, with the agreement of the parties to the dispute:
- (i) be dealt with by means of mediation, conciliation, or similar techniques to encourage settlement of the dispute; or
 - (ii) be arbitrated under the *Arbitration Act (Alberta)*;
- provided, however, that notwithstanding whether the parties have agreed to such dispute resolution, where the Corporation determines that a matter shall be resolved in order to better conduct its business, the Corporation may refer any matter to

alternate dispute resolution, but the Corporation shall not be bound to resort to the same if it prefers instead to exercise the authority given by these Bylaws to determine such issues in such manner as the Board itself may direct;

- (n) **Interest** – to charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the current rate of Interest of the Bank of Canada, plus 2%;
- (o) **Stipends to Board** – may 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 Annual General meeting; (was 6 L)
- (p) **Affiliations** – (was 6.m) to join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (q) **Appointment Of Auditors** – to appoint an auditor or auditors who must have a Chartered Professional Accountant designation in the Province of Alberta, and who may not be an Director, a Owner, a house dweller nor an occupier;
- (r) **Other Acts** – (was 6.n) do all things, which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the By-laws;
- (s) **Powers of a Corporation** – (was 6.q) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, to have such powers and do all such things which any Corporate Body shall be empowered and authorized to do under the Business Corporations Act (Alberta) (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person.

6. THE CORPORATION and THE BOARD of DIRECTORS

The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction given by the Owners at a general meeting, be exercised and performed by the Board of Directors of the Corporation. (was Article 7)

7. VOTING

At any election of The Board of Directors, each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

8. ELIGIBILITY to VOTE (should read: Eligibility to "Run for the Board". Formerly 7Ad)

Ownership of a Unit is necessary for election for membership on the Board provided:

- (a) all Board Directors must be Unit Owners or a Co-Owner of a Unit. A 18 years of age to Unit Owner is not to be considered for nomination to the Board of Directors. A Nominee must be an Unit Owner and over 55 years of age or the spouse of same;
- (b) if a Unit is owned by more than one Owner, only one such Owner in respect of that Unit may sit on the Board at any point in time; (was 7A b)
- (c) no Owner who is indebted to the Corporation for contributions levied and which are overdue by more than sixty (60) days shall be eligible for election or membership on the Board of Directors.

9. THE NUMBER of BOARD DIRECTORS for THE CORPORATION (was 7Aa/7Ac)

The Board of Directors shall consist of not less than three (3) nor more than seven (7) persons; PROVIDED THAT at least one-half of the Directors of the Board shall be Owners or representatives of Mortgagees who have notified their interests to the Corporation. The Board shall be elected at each annual general meeting (although Directors may also be elected at an extraordinary general meeting). The number of Directors of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting held just prior to the election of the Board. All Board Directors are voted for two (2) year terms.

(Rob's notes: Article 8a above states ALL directors must be owners. Needs clarification. The ACT 28.1 says this topic is flexible)

10. BONDING

Unless there has been a Property Manager appointed by the Board, all Board Directors shall be bonded by a recognized bonding institution unless otherwise absolved of this requirement by Special Resolution. The cost of bonding shall be paid by the Corporation. Where the Board has appointed a Licensed Property Manager, then the Property Manager shall be bonded by a recognized bonding institution unless absolved of this requirement by Special Resolution. For the purposes of this Bylaw, the amount of the bonding shall be the combined totals of the annual budget, plus the Capital Replacement Reserve Fund balance as of the date of the bond application, plus any liquid assets of the Corporation, unless otherwise resolved by Special Resolution of the Corporation, with the amount of bonding in any event to be reviewed annually by the Corporation. (Robs notes: good)

11. INDEMNITY of THE BOARD of DIRECTORS of THE CORPORATION

Every member of the Board and his or her personal representatives and estate shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which such member may incur or become liable for by reason of any contract entered into or for any act or omission or thing whatsoever made or done or permitted by him or her as a Board Member or in any way associated with the discharge of his or her duties, except such costs, charges, losses and expenses as are occasioned by or arising from his or her dishonestly, willful neglect or willful default. (Robs notes: good. Perhaps this should be done every AGM ?)

12. REMOVAL, GROUNDS for REMOVAL, VACANCY of a BOARD DIRECTOR

Except where the Board consists of all the Owners, the Corporation may by Ordinary Resolution at an Special General Meeting remove any member of the Board of Directors before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting. No grounds for removal shall be required for removal of a Member of the Board pursuant to this Bylaw. Where the Board consists of all Owners, he or she may be removed prior to the end of his or her term by a Special Resolution at a duly convened Special general meeting

Vacancy of a Director on The Corporations Board shall be deemed to occur:

- (a) if he or she resigns their office in writing duly served on the Corporation, effective from the date thereof;
- (b) if he or she becomes bankrupt or insolvent, or is more than sixty (60) days in arrears in any payment to the Corporation required to be made as an Owner as herein set forth, and failing to remedy such default within ten (10) days after written notice from any other Board Member requiring him to remedy such default;
- (c) if he or she dies or becomes the subject of a Certificate of Incapacity issued under the Mental health Act or Dependant Adult Act;
- (d) if he or she is convicted of an indictable criminal offence, or an offence involving financial theft, fraud, breach of fiduciary duties, or moral turpitude;
- (e) if he or she is absent from three (3) consecutive meetings of the Board without prior written notice to and approval of the Board; or
- (f) if he or she is denied bonding at a reasonable premium by any recognized bonding institution, or if he or she commences any legal action against the Corporation.

13. RETIREMENT FROM THE CORPORATIONS BOARD of DIRECTORS

At each Annual General Meeting (AGM) of the Corporation the Directors of the Board shall be deemed to have Retired From Their Two Year Term of Office and those eligible to vote shall elect new Board Directors accordingly. (Rob's note: was Article 8)

14. ELIGIBILITY for ELECTION to THE BOARD of DIRECRORS

A retiring member of the Board shall be eligible for re-election. He/she must be nominated using the same procedures as any other nominee for a Board of Directors position. Any prospective member of the Board shall, as a condition of his nomination, 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. A nominator shall

give the name of their nominee and a brief oral synopsis of why they believe the nominee will be a suitable candidate for a Board of Directors position

15. CASUAL VACANCY on THE BOARD of DIRECTORS

Where a vacancy occurs on the Board, the remaining members of the Board of Directors may appoint a person to fill that office for the remainder of the former Directors term provided such person qualifies for membership to the Board. (was Article 11)

16. QUORUM for THE BOARD of DIRECTORS

A quorum of the Board of Directors is two where the Board consists of four or less members, three where the Board consists of five or six members and four where it consists of seven members. Any member of the Board of Directors 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. (Robs notes: was Article 12. Slight change but fine)

17. DIRECTORS of THE CORPORATION (was article 13)

At the first meeting of the Board of Directors held after each Annual General Meeting of the Corporation (AGM), the Board of Directors shall elect from among it's Seven (7) Directors a President, a Vice-President, a Treasurer, a Secretary, **a Maintenance & Repair Director, a Community Liason Director, a Purchasing and Contract Director.** Each Director shall report their business dealings, if any, at each Board of Directors meeting. They liason with the Chairman and the Property Manager if one is appointed. All who shall, until their successors are elected after serving their two year term, hold their respective positions. The President shall act as the Chairman of the Board and shall have a casting vote, in the event of a tie in votes, 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 of Directors. Where a person ceases to be an Director of the Corporation, the Board shall designate from its Board of Directors a person to fill that office for the remainder of the term. A person may simultaneously hold two offices. (Robs notes: I do not agree with these new added titles. Keep as generic "director" and let the Board allocate names and committee heads as they wish)

18. CODE of CONDUCT and ETHICS for THE CORPORATIONS DIRECTORS

(Rob's note: I am not convinced #18 needs to be in the bylaws, but not adverse to the same. Perhaps these are better listed on the appendix and the directors need to sign the same when elected)

Introduction Under the fiduciary duty of loyalty, Directors and their Agents are to act impartially and place the interest of the Corporation first, not allowing their decisions to be tainted by self-interest or self-dealing. The Supreme Court of Canada has ruled that the fiduciary duty is always owed to the Corporation. Since the Owners comprise the Corporation, the duty is owed to the Unit Owners of Devonshire Villas. The success of the Devonshire Villas Corporation depends not only on the competence of its Board Members, but upon its reputation for honesty, integrity, and lack of bias in conducting its affairs. The Corporation has developed standards of conduct relating to appropriate ethical and professional behavior. Codes of conduct and ethics are its sets of rules outlining the responsibilities of proper practices for the Corporation. Decisions, procedures, and actions are to be guided by these standards, principles, and values.

Code of Conduct

- Maintain respect and loyalty to the Corporation, its Directors, and the Unit Owners.
- Uphold with integrity, the relation of trust and confidence while serving in their positions.
- Protect confidential information and refrain from disclosing any portion thereof, except in the manner and to the extent authorized.
- Report all information to the Chairman and Vice Chairman of the Board of Directors that could lead to legal issues regarding the Corporation.
- Avoid conflict of interest with regards to one's role in the Corporation in all dealings with contractors, the Manager, and the Unit Owners.
- Show courtesy, cooperation, and a positive attitude with other Directors, seek consensus, agree to respect the opinions of others, and support the final decisions of the Board.
- Advocate on behalf of collective opinions and decisions of the Board of Directors.
- When acting as a director, individuals must represent loyalty, without conflict, to the interest of the Unit Owners.

- Should it be determined that a Director of the Board has not complied with the Code of Conduct or has failed in fulfilling their duties, the Chair of the Board, in consultation with the Board of Directors, may request that the Director be required to leave the Board.

Code of Ethics

Each Director will adopt the following principles of the Corporation's professional Code of Ethics.

- Commitment to serve the Corporation and fulfilling duties as Directors to the best of their abilities.
- Commitment to representing, supporting, and promoting the Corporate Agenda.
- Commitment to working with the Board of Directors and the Chairman in a positive and collaborative manner.
- Commitment to participating as a member of the Board of Directors and understanding the responsibility to remain knowledgeable of issues that affect Bare Land Condominiums in Alberta.
- Commitment to maintaining high professional standards and to perform one's fiduciary responsibilities with care.
- Commitment to safeguarding confidentiality and as a Director, performing your roles and responsibilities with intelligence, commitment and enthusiasm.

In addition to the Above, the Directors will comply with the Corporation's Bylaws and Rules, the Condominium Property Act of the Province of Alberta, and the Condominium Property Regulations of the Province of Alberta

19. DUTIES of THE BOARD of DIRECTORS

The duties of the Directors shall be determined by the Board of Directors from time to time but without limiting the generality of the foregoing, the following shall apply until such time as a change is made, additional duties for the Directors shall be detailed in Appendix e:

- (a) the President (Chairman), and in his absence or disability the Vice-President (Vice-Chairman) shall be charged with the general organization and administration of the business and affairs of the Corporation;

- (b) the Secretary, and in his absence or disability, such Board Director as may be appointed by the Board, shall accurately keep all necessary minutes and shall have charge of all correspondence of the Corporation and be under the direction of the President. The Secretary shall also keep records of the Corporation and shall send and receive all notices and correspondences as required;
- (c) where no Licensed Property Manager has been appointed by the Board, the Treasurer shall receive all monies paid to the Corporation and shall be responsible to deposit the same in such bank or banking institution as the Board shall direct, and shall properly, accurately and in a timely fashion maintain the financial and banking records of the Corporation and present a fully detailed account of receipts and disbursements to the Board whenever requested to do so; and if a Property Manager is appointed, the Treasurer shall be responsible to assist and to ensure that the Property Manager performs these functions, and to present or cause to be presented a financial summary based on all such records together with audited financial statements to the Owners at each Annual General Meeting or otherwise as directed by the Board.

20. CHAIRMAN of THE BOARD of DIRECTORS MEETINGS

The President shall act as Chairman of every meeting of the Board of Directors 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 Directors 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, to hold the meeting in another location. (Rob's notes: was Article 14)

21. VOTES of THE BOARD of DIRECTORS

At meetings of the Board all matters shall be determined by simple majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

****(Rob's notes: formerly Article 16 which all said "The chairman of the Board shall have a casting vote in addition to his original vote." It was deleted.)

22. POWERS of THE BOARD of DIRECTORS (was Article 17)

The Board May

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it sees fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) business days a written 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 Chairman on such notice as he may specify. The written notice may be sent electronically. There shall be no less than 8 Board of Directors meetings per year; (Rob's notes: is this in the Act ? If not we should adjust)
- (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; (was article 17b)
- (c) subject to any valid restriction imposed or direction given at a Special meeting of Owners, delegate to one or more members of the Directors such of its powers and duties as it thinks fit, and at any time revoke such delegation; (was 17c)
- (d) obtain and retain by contract the services of a (RECA) Licenced Condominium Management Brokerage firm of Alberta, or a Property Manager Licensed by the Real Estate Council of Alberta (RECA) or agent for such purposes (including but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decided *SUBJECT ALWAYS* to the control and direction of the Corporation and the Board of Directors. The Property Manager employed by the Board need not devote his/her full time to the performance of duties of the Corporation so long as those duties are performed in a professional and sufficient fashion. If under

such contract the Property Manager holds funds for the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such 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 Property Manager; and
- (ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (excluding any special contributions) whichever is greater; and
- (iii) a sum representing the average monthly amount of cash in the control of the Property Manager.

At all times when the Board enters into such a Management contract they shall ensure the provisions for the contract do not contradict the Act , the Regulations or the Corporation's Bylaws;

- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and (formerly article 17e)
- (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 By-laws.

(Article 20.52 and 2.53 of the ACT)

23. ADDITIONAL DUTIES of THE BOARD of DIRECTORS (formerly Article 18)

The Board SHALL:

- (a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;

- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and Mortgagees who have notified their interests to the Corporation; ******* (ROBS NOTES: add as per clause 20.5 of the ACT, “ the corporation shall provide these documents within 60 days after any meeting”)**
- (c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and 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) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantess, drawings, specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section ?????? of the Condominium Property Act; **(formerly 5j under “duties of the corporation)**
- (f) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each general meeting; **(was 18 e)**
- (g) maintain financial records of all the assets, liabilities and equity of the Corporation; **(f)**
- (h) on written application or an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member; **(was article 18h)**
- (i) at fiscal year end, **April 30th of each year,** cause the books and accounts of the Corporation to be audited (or reviewed) by a designated Chartered Professional Accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and each Mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited (or reviewed) Financial Statements of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation, in accordance with

Canadian Generally Accepted Accounting Principles and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting (AGM) of the Corporation. Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;

- (j) keep a register noting the names and addresses of all Owners and any Mortgagees who have given notice of their interests to the Corporation; (was g)
- (k) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (l) create, maintain and exact by assessment or contribution, a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Property, the Managed Property (including any portion of the Unit or the Dwelling House) which, pursuant to these By-laws the Corporation is responsible to maintain, and apply such funds and the proceeds thereof from time to time for such purposes. The amount of the levy made each year for the Capital Replacement Reserve Fund shall be no less than the amount set out in the Act or as such higher amount as may be set out in the Capital Replacement Reserve Fund Plan;
- (m) where required for the purpose of either the maintenance or repair of Common Property, the Managed Property, or to assist in the establishment , maintenance or replenishment of the Capital Replacement Reserve Fund, the Board shall have the power and authority and the duty to levy and collect Special Levies, and shall have the power and the duty to collect the Special Levies in the same manner as any other assessment levied by the Board;
- (n) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file and cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board; (was article 18 j)
- (o) 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. (was article 18k)

24. DEFECTS in APPOINTMENT to THE BOARD of DIRECTORS (was article 19)

Notwithstanding that it may subsequently be discovered that there was some defect in the appointment or continuance in office of any member of the Board, all acts done in good faith by the Board are as valid as if the member had been duly appointed or had duly continued in office.

25. SIGNING AUTHORITIES for THE CORPORATION (was article 21)

The Board of Directors shall determine, by resolution from time to time, the manner in which a Director or Directors shall sign invoices, cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal. The Corporation may authorize the Property Manager only to sign some documents as clarified to him. The Corporation may authorize the Manager to sign the same with a co-signer as clarified to him. Any Invoices or Cheques over the amount of five hundred dollars (\$500.00) shall have the Treasurers approval for payment signature or initials on the invoice. The Treasurer's signature and the Property Manager's signature is needed for any cheques, investment documents, Insurance documents and any other financial related documents over one thousand dollars (\$1000.00).

26. CORPORATE SEAL (was Article 22)

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least two Directors of the Board of the Corporation or by the persons as may be authorized from time to time by resolution of the Board of Directors. The signatures of the Chairman and the Secretary shall be used at all times when the Corporate seal is affixed to a document. In the absence of either party the Treasurer shall sign in their place. If a Director who has signing authority is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

27. ANNUAL GENERAL MEETINGS (was article 23)

Annual general meetings (AGM) 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. **Thirty (30) days notice** must be given for the date of the Annual General Meeting. Each such meetings shall be held within the municipality in which the Units are located unless the Owners agree, by ordinary resolution, to hold the meeting in another location. The meetings of the Board of Directors and General Meetings of the Owners shall be conducted in accordance with parliamentary rules of procedure set out in the most recent (from time to time) edition of Robert's Rules of Order.

(Rob's notes: according to the ACT 30.3, only 14 days notice need to be given for the AGM)

28. SPECIAL GENERAL MEETINGS (previously called extraordinary general meetings, was 24/25)

All general meetings other than annual general meetings shall be called special general meetings.

- 1.** The Board may, whenever it considers it appropriate to do so convene a special general meeting of the Corporation by providing written or electronic notice to each owner or house dweller, subject to the regulations, **no less than 14 days** prior to the day on which the meeting is to be convened. The Board shall, on the written request of owners whose units represent not less than fifteen **(15) percent (%)** of the total unit factors for all the units, convene a special general meeting of the Corporation by providing written or electronic notice to each owner no less than 14 days prior to the day on which the meeting is to be convened.
- 2.** A request under subsection (2) of 30.1 of the Act must include the nature of the business to be dealt with at the meeting.
- 3.** A special general meeting under subsection (2) of 30.1 of the Act must be convened within thirty (30) days of receiving the request, and if the Board does not convene a meeting within that time period, the owners may convene the meeting.
- 4.** On being notified by a mortgagee entitled to vote under section 26 of the Act that the mortgagee wishes to be notified of special general meetings, the board shall give to that mortgagee the same notices of a special general meeting as are required to be given to an owner.

5. A notice for a special general meeting must include the purpose for which the meeting is being convened, including the proposed wording of any resolution.
6. Failure to give proper notice of a special general meeting to a person entitled to receive notice of the meeting under the ACT does not invalidate anything done at that meeting as long as a reasonable attempt to give notice was made.

29. CONVENING of SPECIAL GENERAL MEETINGS (ROBS NOTES: DELETE THIS ENTIRELY AS IT DUPLICATES AND CONTRADICTS ARTICLE 28 ABOVE AND ARTICLE 30 OF THE ACT)

The Board may, whenever it thinks fit, and shall upon a requisition in writing, either on paper or electronically, by Owners representing not less than 25% of the total Unit Factors or upon the request in writing from Mortgagees holdings registered mortgages (and who have prior to the request notified the Corporation of their interests) against Units in respect of which corresponding Unit Factors represent not less than 25% of the total Unit Factors or a combination of such Owners or Mortgagees entitled to vote with respect to 25% of the total Unit Factors, convene a Special General Meeting which shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any items specified by the requisitioners.

30. NOTICE of GENERAL MEETINGS of the CORPORATIONS BOARD of DIRECTORS

Rob's notes: I may be wrong on this, but I do not see the requirement in the ACT, that we serve notice homeowners about an upcoming Board meeting, nevermind a minimum number of days notice. I recommend we delete the RED portion of clause 30 below. Note: Articles 27 and 28 of these new bylaws adequately deal with notice for membership meetings

A minimum of seven (7) days notice of every general meeting noting 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 the Corporation of their interests. Notice shall be given to the Owners 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 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.

If a Unit Owner/Occupier wishes to add a agenda item and appear before the Board, notification must be given in writing or electronically to the Chairman or Property Manager within 3 business days of the meeting date. The Agenda item must clearly state what business the Unit Owner/Occupier wishes the Board to discuss with him/her. An allotment of time of 15 minutes will be given to the Owner to present and discuss the agenda item with the Board.

31. PROCEEDINGS at MEETINGS (was Article 27)

With the exception of the consideration of accounts, reports of the Directors, election of members to the Board, and ratification of prior acts and proceedings of the Board (which shall be by Ordinary Resolution), all business proposed to be transacted at an annual general meeting (AGM) or at any special general meeting, shall be deemed special and shall require a Special Resolution to be adopted.

32. QUORUM for GENERAL MEETINGS

1. Except as set out in these Bylaws, no business shall be transacted at any general meeting or any special meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote representing no less than ?????? of the Units representing not less than forty, ?????????? of the Unit Factors present in person or by proxy shall constitute a quorum. (Rob's notes: Old bylaws state a min 40% quorum of people entitled to vote, present in person, or by proxy. NO mention of the unit factors in old bylaws. Is this an ACT change ?)

(a) A person entitled to attend a meeting of the Corporation or of its Board of Directors may attend the meeting by electronic means,

(b) A meeting of the Corporation of its Board of Directors may be held entirely by electronic means,

(c) A person attending a meeting by electronic means under clause (a) or (b) who is entitled to vote at a meeting may vote by any electronic, telephone or other method that the Corporation has made available for that purpose, and

(d) A person attending a meeting by electronic means under clause (a) or (b) is deemed for all purposes under the Act to be present in person at the meeting.

2. Meetings that are not held entirely by electronic means must be held at a location within the municipality in which the units are located. Unless an ordinary resolution to hold the meetings in another location is passed at a general meeting of the Corporation

33. ADJOURNMENT for LACK of a QUORUM (was Article 29)

If within one-half hour from the time appointed for a **Special Meeting or a Corporations Board of Directors** meeting, a quorum is not present, the meeting shall stand adjourned **to the same day in the next week at the same place, at the same time**. And if at this adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, then the persons entitled to vote who are present shall be considered a quorum. **(Rob's notes: I think this should read "Any AGM, Special General Meeting or Board of Directors Meetings" . Also, with regards to the blue ink, the old bylaws stated "after the meeting is adjourned for ½ hour, and if there is still no quorum present, the persons entitled to vote who are present shall be a quorum". It is not postponed for a week.**

34. CHAIRMAN for MEETINGS (was Article 30)

The President of the Board of Directors shall conduct as Chairman all General meetings, Special General Meetings, Annual General Meetings or the Corporations Board of Directors 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 shall be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman as its first item of business.

35. ORDER OF BUSINESS for the CORPORATIONS GENERAL MEETINGS (was 31)

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

- (a) if the Chairman and Vice-Chairman 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 establishment of a quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of the Property Manager
- (f) reports of Directors
- (g) reports of Committees;
- (h) financial report by Treasurer;
- (i) appointment of auditors and solicitors;
- (j) resignation of old Board;
- (k) election of new Board;
- (l) unfinished business;
- (m) new business;
- (n) adjournment.

36. VOTING by SHOW of HANDS (formerly Article 32)

At any **Special General Meeting or the Corporations Board of Directors Meeting** a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by an Owner or registered Mortgagee present in person or by proxy. Unless a poll is 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 favor or against the resolution. Except for matters required by the Act or these Bylaws to require a higher threshold, all matters shall be determined by **Ordinary Resolution**.

(Rob's notes: blue should read "any AGM or Special General Meeting". This is not for Corporation Board of Directors meetings) Rob note: The red Ordinary Resolution appears contradictory to Article 31 above where it says ALL matters require a Special Resolution.

37. POLL VOTES (was article 33)

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

38. VOTING CALCULATION (was article 34)

On a show of hands, each **person** entitled to vote shall have one vote. On a poll, the votes of persons entitled to vote shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. (**Rob's note: "person" should read "unit".**)

39. VOTES PERSONALLY or BY PROXY

Votes at any **Special General meeting** may be given either personally or by proxy. A proxy is invalid if it is given to a minor (18) eighteen years of age. A proxy is invalid unless given in an electronic or hard copy format.

Votes of the Corporations Board of Directors meetings must be given personally or by electronic means in a duly convened meeting via electronic means.

Rob's Note 1: Should read "AGM or Special General Meeting" **Rob's note 2: Blue line indicates that hard copy proxies are not allowed at a convened directors meetings ??**

40. PROXIES (was article 36)

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, **and may be either general or for a particular meeting.** A proxy need not be an Owner. See Alberta Property Regulation 168/2000, Section 31.2(1) for further details.

(Rob's notes: should clarify this is for AGM or Special General Meetings only, as proxies are not permitted for Board of Directors meetings as per Article 39 above)

41. VOTING RIGHTS (was article 37 called "Eligibility to vote")

The voting rights of the owner of a unit are determined by the unit factor for the owner's unit. Except in cases where by or under the Act Section 26(1) a Unanimous Resolution or Special Resolution is required, no person is entitled to vote at any general meeting or at any special meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting, but the presence of any such defaulting Owner shall be included in the count for quorum purposes. For further information on voting rights please refer to: Alberta Condominium Act RSA 2000, Section 26(1) and 27(1).

42. VOTING RIGHTS of CO-OWNERS (was article 38 a/b)

Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Unanimous Resolution is required. But any one co-Owner may demand a poll.

On any poll, each co-Owner is entitled to cast such part of the vote applicable to a Unit as is proportionate to his or her 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. Unless otherwise indicated, joint Owners of a Unit shall in a vote by poll be entitled to vote an equal number of the Unit Factors of their Unit in proportion to the number of joint owners, while Owners as Tenants in common shall be entitled to vote Unit Factors proportionate to their undivided interests as shown on the records of the Corporation.

43. RESOLUTION of THE OWNERS (was article 39)

A resolution of the Owners in writing signed by **each Owner** or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held. (**Rob's notes: The previous bylaws state "signed by 75% of all owners". Is this new in the act ?**)

44. SUCCESSIVE INTERESTS (was article 40)

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

45. TRUSTEE VOTE (was article 41)

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

46. VOTING RIGHTS of a MORTGAGEE (was article 42)

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote and the Mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay contributions.

47. SIGNED RESOLUTION

A resolution of the Board in writing signed by all Board Directors shall be as effective as a resolution passed at a meeting of the Board duly convened and held. Subject to the Act, any resolution of the Corporation determined upon or made without a General or Special meeting and evidenced in writing signed in person or by proxy shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be and Ordinary Resolution, Special Resolution or Unanimous Resolution, as the case may be.

48. VIOLATION of BYLAWS and RULES (was article 43)

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, leasee 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 addressed 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 the payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.

- (a) 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 any action including costs as between a solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies; and
- (b) In addition, the Corporation may exercise the powers provided for in Section 36 of the Act.

If the Board determines that a breach of any Bylaw is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner alleged in breach. Upon resolution, the Board may impose a reasonable penalty by fine, **the minimum fine to be One Hundred (\$100.00) Dollars to a maximum fine of Ten Thousand ??????????(\$10,000.00) Dollar** 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 fine to be levied if the breach is not rectified in the time specified. If a Tenant or an Owner is alleged to be in breach, the notice shall also be served on a Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the penalty. Each day of a continuing breach shall be deemed a contravention

of a Bylaw. Interest of 1.5% Percent per month, or 18% percent per annum will be charged on any unpaid fines past the due date. **(Rob's note: need to decide the amount)**

49. DAMAGE or DESTRUCTION **(note: there are two "a" and two "b")**

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) 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 25% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting and give at least ten (10) days notice by registered mail to all registered Mortgagees;

Unless there has been substantial damage and the Owners by special resolution resolve not to proceed with repair or restoration within one hundred (100) 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 repairs 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;

Where there has been substantial damage and the Owners resolve by special resolution within one hundred (100) 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 by consent to such application. Upon termination of the condominium status:

- (a) 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
- (b) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and Mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect;
- (b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner;
- (c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- (d) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- (e) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or Tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation;
- (f) Except for negligence of the Board, its employees, agents, or servants, the Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever from any loss or damage to a Dwelling House, a Unit,

the Common Property or the Managed Property, nor will it be responsible for any loss or damage from any cause whatsoever to any Dwelling House or any contents in any Dwelling House. The insuring of an personal contents within a Dwelling House is the sole responsibility of the individual Owners.

50. INSURANCE

(formerly article 45)

(Rob's notes: this entire Article has been greatly expanded and I feel it warrants a careful examination by our insurance broker before stamping our new bylaws. FURTHER, somewhere in these new bylaws we need to recommend to owners to obtain insurance on their "betterments and upgrades" over and above the base SIUD standards, AND also to obtain insurance on their deductible should damage be done)

- (a) The Board shall on behalf of the Corporation obtain and maintain at all times, subject always to the Act, and in an amount sufficient to cover the **full replacement value** of and to the full extent obtainable (within reason), insurance on all the insurable Common Property (both real and personal of any nature whatsoever), and insurance against loss resulting from destruction or damage caused by any peril prescribed by or otherwise required by the regulations to the Act to be insured against **(including all improvements and betterments to the Dwelling Houses)** without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide for the following:
- *******(Rob's notes: this seems to go against the SIUD concept, whereby only the base, non-upgraded features of each property are insured by the Corporation, not including things like basement development and upgraded features which need to be insured by the individual home owners. This same logic also applies to 50 b (iii) below.**
- (b) Fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood in the insurance business, of physical loss or damage) insuring:
- (i) all of the insurable Common Property;
 - (ii) all insurable property of the Corporation, both real and personal of any nature whatsoever;

- (iii) **all of the Units, and Dwelling Houses including all improvements and betterments made thereto by the Owners of which the Board has knowledge and all bathroom and kitchen fixtures (but excluding furnishings and other personal property of each Owner whether or not installed in the Unit), for the full replacement cost thereof,** without deduction for depreciation; and insuring the interests of and naming as Insureds:
 - (iv) all Owners from time to time;
 - (v) all Mortgagees who have given written notice to the Corporation;
 - (vi) the Corporation; and
 - (vii) the Board or Directors and Manager,
 - (viii) (hereinafter collectively called the “Insureds”) as their respective interests may appear;

- (c) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, leasees or tenants, incidental to the Ownership and/or use of the Common Property and Units and such insurance shall be limited to liability in an amount not less than **????????????????** two million dollars \$2,000,000.00 inclusive for bodily injury and/or property damage per occurrence; **(was 45b)**

- (d) Liability insurance, including errors and omissions coverage, **in such amounts and with such deductible as the Board may determine,** insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a 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 wrongful 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; **(Robs note: old bylaws 45c said “not less than 2,000,000)**

- (e) Coverage to the full replacement value of any building and any other fixed improvements belonging to the Corporation, and all chattels and other property

belonging to the Corporation or forming part of the Common Property; (Rob's note: repetitive of "a" above)

(f) Coverage to the **full replacement value** of any Unit (including a Dwelling House and garage) and other fixed improvements belonging to the Owner including, without restricting the generality of the foregoing, the following:

- (i) coverage for loss or damage caused by leakage from fire protection equipment;
- (ii) loss or damage caused by or resulting from lighting;
- (iii) loss or damage caused by smoke;
- (iv) loss or damage caused by wind storm or hail;
- (v) loss or damage caused by explosion of natural, coal, or manufactured gas;
- (vi) loss or damage caused by flood;
- (vii) loss or water damage caused by sewer backup or sudden or accidental escape of water or steam from or within a plumbing, heating, sprinkler, or air conditioning system or a domestic appliance that is located within an insured building;
- (viii) loss or damage caused by impact by aircraft, spacecraft, watercraft and land vehicles;
- (ix) loss or damage caused by riot, vandalism, or malicious acts;
(Rob's notes: I like the detail in this article, but not "full replacement value")

(g) Board of Directors insurance including, without restricting the generality of the foregoing, the following:

- (i) director's and officer's liability insurance (including errors and omissions insurance);
- (ii) public liability insurance on behalf of the Corporation in regard to the Common Property and the Managed Property;
- (iii) any loss or damage arising from the Ownership, use or operation of any machinery, equipment, pressure vessels, sprinklers or fire suppression systems, or of vehicles;

- (h) Provision that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
- (i) That no breach of any statutory condition or other condition of any policy by the Corporation or the Owner shall invalidate the policy as against any Mortgagee in any way or to any extent;
- (j) Standard mortgage endorsements in favor of all Mortgagees who have notified the Corporation of their interest in the Units;
- (k) An inflation guard endorsement providing for automatic increase of the policy limits in accordance with increases in replacement costs; and
- (l) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution. (was 45d)
- (m) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable provide:
 - (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by an Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (???????????????? or its equivalent) attached to each such policy;
 - (iv) 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 or guests of any Owner, except for arson, fraud, and vehicle impact;

(v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;

(vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured and a waiver of the insurer's options to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and

(vii) a cross liability endorsement where the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.

(n) At least once every two (2) years, the Board of Directors or the Property Manager shall obtain an appraisal or appraisal update from a duly accredited/certified appraiser setting out the full replacement cost of the Common Property, the Units, and all of the property of the Corporation. A Standard Insurable Unit Description (SIUD) shall also be completed every two (2) years by a accredited provider as per The ACT. A copy of such appraisal or appraisal update and a copy of the SIUD shall be delivered to each Owner and also to each Mortgagee who has indicated that they want a copy. 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, the Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate. (Rob's note: was 45 e and expanded. New ACT)

- (o) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds immediately after approval therefor, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid 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. The Master Policy of all insurance coverage shall be retained by the Corporations Secretary or the Corporations Manager in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request. (was 45f)
- (p) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation. (was 45g)
- (q) **The Owners “may”,** and upon written request of any Mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner; AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or the interests of Tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or Occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused. **(Robs note: was 45h revised, which said owners SHALL carry property, contents and liability insurance not less than \$2,000,000. 50w below also says owners SHALL. Needs confirmation.)**
- (r) In the event an Owner incurs or suffers damage or loss to **the windows or Unit access doors** or to any exterior finishing or improvements of his Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board,

such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees, invitees or Tenants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

(Rob's notes: was 45i. Now that window replacement become owners responsibility, would it not now be covered under the owners private insurance ??)

(s) In order to ensure that adequate insurance coverage is maintained by the Corporation, no Owner shall undertake any **improvements or renovations, or add betterments** to his or her Dwelling House or Unit without first obtaining the prior written consent of the Board, on behalf of the Corporation (which consent will not be unreasonably withheld) and the Owner shall notify the Board, on behalf of the Corporation, after completion of such improvements or renovations, or installment of the betterments, in order that the Corporation may, if the Board determines it to be necessary, have the improvements, renovations, or betterments appraised for insurance purposes. **(Rob's notes: I believe this is mute as improvements and betterments are covered under the Corporation insurance anyway. They only cover SIUD items)**

(t) In the event of partial or complete destruction of a Dwelling House, the Corporation shall commence repair and or renovation of the partial or complete destruction of the Dwelling Unit in a timely and reasonable manner, and complete the reconstruction as soon as practicable.

(u) The Board on behalf of the Corporation shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant hereto in favor of the Insurance Trustee, if any. Subject to the provisions of the Act, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils or other perils shall be paid as follows:

(i) if the proceeds are less than Two Hundred Thousand **(\$200,000???????)** Dollars, to the Corporation which shall apply the same to the repair and restoration of the damage or loss, or

(ii) if the proceeds are equal to or in excess of Two Hundred Thousand (\$200,000) Dollars, to the Insurance Trustee if one has been appointed by the Board on behalf of the Corporation, who shall apply such proceeds to the repair and restoration of the damage or loss, save as hereinafter provided.

In the event that it is resolved by a Special Resolution of the Corporation or is ordered by a Court that the Corporation shall not repair or restore the damage, or that the Corporation shall then be terminated as to some or all of the Units, then the Insurance Trustee shall apportion the proceeds between all those Owners whose Units or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear), and shall pay such proceeds as follows:

(iii) firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent that loss is apportioned to their respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);

(iv) secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees and the Corporation, and shall make a just and equitable apportionment. Notice of any apportionment proposed by the Insurance Trustee shall first be notified to all the Owners and to all the Mortgagees whose mortgages are registered at the Land Titles Office or who have notified the Corporation of their interests, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall be given by prepaid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee, then such party must notify the Insurance Trustee in writing within thirty (30) days of receipt of notice. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution then the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under the Act (or provisions passed

in substitution therefore), and the distribution shall be settled and determined by such Court on such terms as it may deem just and equitable.

(v) Nothing in this Bylaw shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the Ownership or use or occupation of their Unit or Dwelling House, or their personal liability as permitted by the Act, or otherwise as may be permitted by law.

(w) An Owner shall carry personal liability Insurance XXX on his or her own Unit and Dwelling House and insurance (including theft and other perils) on his or her personal possessions and chattels, provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by and Owner. **(Rob's notes: former bylaws Article 45h revised, stating owners must also carry property, contents and liability insurance of a minimum \$2,000,000)**

(x) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchase by the Owners or their Mortgagees.

(y) All fire and extended peril policies must insure the interest of the Owners and the Corporation as their respective interests may appear, with standard Mortgagee endorsements attached, and shall also contain the following provisions:

(i) waivers of subrogation against the Corporation, its Manager(s), agents, employees, and servants against the Owners and any member of the household or guests of the Owner, Tenant or Occupant of a Unit, except for arson or fraud;

(ii) waivers of any defence based on co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis as long as the following appraisal requirements hereinafter stated are met), or of invalidity arising from the conduct of or any Act of omission or breach of statutory condition of any insurance policies;

(iii) all policies of insurance of any Owner shall provide that the same shall be primary insurance in respect of any other insurance carried by the Corporation;

- (iv) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Common Property may cease to be governed by the Act; and
 - (v) that loss shall be payable as aforesaid.
- (z) Policies of physical damage insurance may only contain co-insurance on a stated amount basis (and not on any other basis) and only if and as long as the requirements to appraise set out in the subparagraph(s) below are met. The following shall apply to policies of physical damage insurance:
- (i) all policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain (to the extent permitted by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Common Property and the determination by Special Resolution of the Corporation or by order of a Court of Law having jurisdiction in that behalf, to terminate the condominium status of the Corporation, and the insurer's option to reconstruct the damaged premises shall be deleted or waived;
 - (ii) the Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with the authority to adjust and settle losses in respect of all policies of insurance effected by the Board; and
 - (iii) prior to obtaining any policy of fire insurance or any renewal thereof, the Boards shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Dwelling Houses, the Units and the Common Property, and all property of the Corporation; and the Board shall review the insurance coverage and maintain it at the levels required by these By-laws and suggested by the said appraisals; provided that the failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation and copies of the appraisals obtained from time to time shall be provided to any Owner, Purchaser or Mortgagee of a Unit who requests the same.

- (aa) Subject to the appointment of an Insurance Trustee, the Corporation and the Board shall have the right on behalf of itself and as agent for the Corporation and the Owners, to adjust any loss and settle and claims with respect to all property loss insurance placed by the Corporation, and give such releases as are required, and any claimant, including the Owner of the damaged Dwelling House, shall be bound by such adjustment; provided, however, that the Board may in writing authorize an Owner to adjust any loss to his Dwelling House.
- (bb) Where the Board has determined that there has been substantial damage to the Units, the Dwelling Houses or the Common Property, notice of such determination shall be given within ten (10) days thereof to all Owners and Mortgagees, with such notice to the Mortgagees to be sent by registered mail. Such notice may be combined with a notice of a meeting called for the purpose of voting whether to repair.
- (cc) There shall be provision for a certificate or memorandum of all insurance policies to be issued as soon as possible to each Owner; renewal certificates or certificates of new insurance policies shall be furnished to each Owner on request.
- (dd) The Corporation's Board of Directors shall also obtain and maintain public liability insurance insuring the Corporation, the Directors and the Owners against liability to third parties or to the Owners and their invitees, licensees or Tenants, incident to the Ownership or use of a Unit, the Dwelling Houses, and the Common Property or the Managed Property. Limits of liability under such insurance shall be not less than **???????????**Two Million (\$2,000,000) Dollars for any one person insured or for any one accident. The limits and coverage shall be reviewed at least annually by the Board and increased at its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of the named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another insured.
- (ee) All policies of insurance shall name as "Insureds" both the Corporation, "Condominium Corporation No. 002-3758" and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the liability policy.

- (ff) All policies of insurance shall provide that such policies may not be cancelled or substantially amended or modified without at least sixty (60) days prior notice in writing to all insureds.
- (gg) The Corporation shall, immediately upon the occurrence of any substantial damage, that is to say, any damage in excess of Two Hundred Thousand (\$200,000 ???) Dollars to any of the improvements forming part of the Units, the Dwelling Houses, or the Common Property, notify the Mortgagees of such damage, such notice to be given by personal delivery or by registered mail.
- (hh) The limits of coverage of all policies of insurance obtained and maintained by the Corporation shall be reviewed at least annually by the Board and increased at its discretion.
- (ii) At every Two (2) year interval, the Board of Directors or Manager shall obtain an appraisal to determine the full replacement value of the Dwelling Houses, the Units, and Common Property, and the Managed Property (where such property is not included as part of the Units), and all other property owned by the Corporation. This also includes the preparation of the {SIUD) Standard Unit Insurable Description.
- (jj) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due, in the opinion of the Board of Directors, acting reasonably, to an act or omission of an Owner, occupier, or Tenant of an Owner or members of their families or guests, invitees or licensees of such Owner or resident, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid, presently set at **3**or payable) by the Corporation with respect to the loss for which the claim is made, the amount of the same to be recovered by the Corporation as a contribution towards all other costs, charges, liabilities arising out of the loss that may be sustained or incurred by the Corporation.

51. CONTRIBUTIONS for COMMON EXPENSES and BUDGETS (was article 46)

- (a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, shall include the following:
- (i) 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;
 - (ii) All charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property, Managed Property and any other areas as noted in these Bylaws;
 - (iii) All charges on account of lighting fixtures situated on Common Property ;
 - (iv) All charges on account of maintenance for all Common Property for which the Corporation is responsible under these Bylaws;
 - (v) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Alberta Condominium Property Act or the Alberta Condominium Property Regulations;
 - (vi) 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;
 - (vii) All reserves for repairs and replacement of Common Property and portions of Units or buildings, the repair and replacement of which is the responsibility of the Corporation;
 - (viii) Maintenance and washing of windows, and of the exteriors walls and other structural costs of the building as budgeted funds allow; **(Rob's note: as we**

are now shifting overall responsibility of windows to the homeowner, this would be a good time to delete window cleaning from the corporation)

- (ix) The cost of maintaining fidelity bonds as provided in these Bylaws;
- (x) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- (xi) The allocable or pro rata portion of any cost of any electricity Corporation for the purposes of operating or maintaining Common Property. This cost is to be included in the Condominium Fees
- (xii)** At least fifteen **(15) days** prior to the end of each fiscal year the Corporation or its Property Manager shall deliver, mail or electronically send to each Owner at the municipal address of his Unit:
 - ****(Rob's notes: the ACT 20.51 says 30 days)**
 - (i) A copy of the budget for the ensuing fiscal year; and
 - (ii) A notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Such assessment shall be made to the Owners in proportion to their Unit Factors.
- (b) 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 replacements (see: "Capital Replacement Reserve Fund").
- (c) The Capital Replacement Reserve Fund. See Article 52 Special Levy for all particulars on the Reserve Fund. (was 46 c)
- (d) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any firm or Management Company to whom the Corporation shall direct payment to be made to, from time to time, in twelve (12) equal consecutive monthly installment payable, in advance on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of

such notice of assessment, or such other time as may be prescribed by the Corporation. (was 46 e)

(e) All payments of whatsoever nature required to be made by each Owner and not paid within thirty (30) days from the due date for payment shall bear interest at the going Bank of Canada Interest Rate from the date when due until paid, Section 40(1)(2) of the Condominium Act. All payments on account shall first be applied to interest and then to the assessment payment first due, (was 46 f)

(f) The Corporation shall, on the application of an Owner, purchaser or mortgagee or solicitor for an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days receipt of such application, signed by the Chairman and the Secretary or if either is absent the Treasurer under Corporate Seal and certifying all those matters provided for in section ?????????? and section ?????????? of the Act: (was 46i)

(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, and the Corporation and all Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner, but this shall not prevent the enforcement against the Owner of all or any obligations of the Owners whether improperly stated in the Certificate or not.

(g) 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 required 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 by or against the Corporation and particulars of any documents 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 \$?????????? that, if not met, may result in an action being brought against the Corporation; (Rob's note: previous bylaws said \$5000.ok)
- (iii) the particulars of or a copy of any subsisting management agreement;
- (iv) a copy of the current budget of the Corporation;
- (v) a copy of the most recent financial statement of the Corporation;
- (vi) a copy of the Bylaws of the Corporation;
- (vii) a copy of any minutes or proceedings of a general meeting of the Corporation or of the Board of Directors;
- (viii) the particulars of or a copy of any subsisting lease of exclusive use agreement with respect to the possession of any portion of the Common Property;
- (ix) the amount held in any Capital Replacement Reserve Fund;
- (x) the Unit Factors and the criteria used to determine Unit Factor allocation;
- (xi) any structural deficiencies in the project;

- (xii) the particulars of any post-tensioned cables that are located anywhere on or within the Project;
- (xiii) in the case of a mortgage, the records pertaining to the management or administration of the Corporation as prescribed in Section ????????of the Act.
- (h) The omission by the Corporation 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 installments 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.
- (i) The Board of Directors or the Property Manager supplying any documents required to be provided in these Bylaws by the Act, shall be entitled to charge a reasonable fee for the production thereof. (was formerly 46k)

52. SPECIAL LEVY AND CONTRIBUTIONS.

(Rob's notes: Give them a letter "A" and "B", as per below. These articles have been greatly expanded to reflect the ACT. Looks good.)

A. Contributions

- (1) A Corporation's Board may by resolution:
 - (a) determine from time to time the amounts to be raised for the purposes of the operating accounts and the reserve fund and may raise this amounts by levying contributions on the owners at regular intervals
 - (i) in proportion to the unit factors of the owner's respective units, or
 - (ii) subject to the regulations, and if provided for in the Bylaws, on a basis other than in proportion to the unit factors of the owners' respective units;

(b) determine from time to time amounts to be raised by special Levy and raise those amounts in accordance with Section 39(1) of the Act

- (2) A contribution shall not include any amount for the purpose of collecting from an individual owner
- (a) a monetary sanctions under a bylaw made under Section 35(1) of the Act

B. Special Levy

- (1) A resolution of the Board under section 39(1)(b) to approve a special Levy must set out the following:
- (a) the purpose of the Levy;
- (b) the total amount to be levied;
- (c) either
- (i) The method of determining each unit's proportionate share of the Levy by unit factor, or
- (ii) Subject to the regulations, and if provided for in the Bylaws, the method for determining each unit's share of the Levy on a basis other than the unit factors of the owner's units:
- (d) the date by which the Levy is to be paid, or, if the Levy is payable in installments are to be paid.
- (2) A special Levy may be levied to raise money
- (a) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation, Common Property or Managed Property,
- (b) to cover unexpected shortfalls in the operating account
- (c) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations,
- (d) subject to subsection (3) of the Act for the payment of a capital improvement
- (e) to satisfy a judgement against the Corporation, or
- (f) for any other purpose provided for in the Regulations.

- (3) If the purpose of the special Levy is for the making of a capital improvement, a special resolution is required before the Board of Directors may approve the special Levy. The Corporation may by special resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single capital expenditure.
- (4) As soon as possible after the passing of a resolution referred to in Section 39.1 subsection (1), of the Act, the Board must inform each Owner of the following
- (a) the purpose of the Levy;
 - (b) the total amount of the Levy;
 - (c) the method used to determine each unit's share of the Levy;
 - (d) the amount of the owner's unit's share of the Levy;
 - (e) the date by which the levy is to be paid or, if the Levy is payable in installments, the dates and amounts by which the installments are to be paid.
- (5) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in subsection (1), the Corporation must pay the money into the Reserve Fund. For particulars see Reserve Fund Article 38.1, 1.01, 1.1, Contributions Article 39.1 of the Alberta Condominium Property Act

53. MANAGEMENT of THE RESERVE FUND

(I) Conduct Capital Replacement Reserve Fund Study:

Within two (2) years from the date of registration of the Condominium Plan, the Corporation shall authorize and conduct, on behalf of the Owners, a Capital Replacement Reserve Fund Study, and to repeat the same every five (5) years thereafter by a accredited Reserve Fund Study Provider, in order to prepare a report in regards to the Common Property and the Managed Property and any other property owned, controlled or managed by the Corporation (collectively for the purposes hereof the "Common Property", in order to:

- (i) identify what Common Property may be needed to be repaired or replaced within the next twenty-five (25) years;
- (ii) assess the present condition of the Common Property and estimate when the Common Property will need to be replaced or repaired;
- (iii) estimate the cost of repair or replacement of the Common Property at no less than replacement cost;
- (iv) identify the life expectancy of the components of the Common Property when the components are replaced or repaired;
- (v) identify the current levels of funds in the Capital Replacement Reserve Fund (if any);
- (vi) recommend the amount of money, if any, that should be included in or added to the Capital Replacement Reserve Funds; and
- (vii) describe the basis for making the recommendation;

(m) Establish Capital Replacement Reserve Fund Plan:

The Corporation shall every five years as required by *The Condominium Property Act* adopt a Capital Replacement Reserve Fund Plan based upon the recommendations contained in the Capital Reserve Fund Study and to present the Capital Replacement Reserve Fund Plan to the Owners;

(n) Establish Capital Replacement Reserve Fund:

The Corporation shall establish and maintain a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of:

*****(Rob's notes to all 3 of the underlined red lines: This is mandatory under clause 38.1 of the ACT. Clearly our current board does not agree with this philosophy, but rather believes in a "don't worry about money till we need the money" If we are going to put these clauses in the bylaws, I feel the directors are at risk of being legally negligent. Better check with our lawyer on this.)

- (i) any real and personal property owned by the Corporation;
- (ii) the Common Property; and
- (iii) the Managed Property,

where such repair or replacement is of a nature that cannot otherwise be adequately budgeted for or which does not normally occur annually.

The *Capital Replacement Reserve Fund* shall be maintained in a segregated trust bank account and shall not be commingled with other funds of the Corporation. The Board shall prepare and present to the Owners before each Annual General Meeting a report of the Capital Replacement Reserve Fund including the opening and closing balances, a record of monies in and out, lists of property repaired or replaced, and the costs incurred for repair or replacement of listed property;

In compliance with the Condominium Property Act, Section 38, (1.01) Funds from the Reserve Fund may be used for

- (a) a reserve fund study and reserve fund report required by the Regulations
- (b) any other report prepared by accredited expert examining the condition of the real and personal property of the Corporation, the common property and managed property, and
- (c) any other purpose provided for in the Regulations.

54. DEFAULT IN PAYMENT of CONTRIBUTIONS, LEVIES and ASSESSMENTS

(was article 48.)

Default in payment of contributions, special levies, assessments and lien for unpaid levies assessments, installments 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, levy, assessment installment or payment due to the Corporation, which lien shall be a lien against such estate of interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind

against the Unit title of interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, installment 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, installment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate, Bank of Canada Rate plus two (2) percent, 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 other remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner.

- (b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date of the payment by the Owner in default with respect to a Unit, and upon such payment, such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment 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.

- (d) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all Mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation.
- (e) In the event of any assessment against or installment 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, installments or payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice. PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgage.
- (f) Notwithstanding all other provisions hereof the lien, charge or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage.
- (g) All reasonable costs of the Property Management Firm and legal costs and disbursements incurred by the Corporation (including costs of a solicitor and his own client basis) in registering and discharging a Caveat which either the Manager of the Corporation expends as a result of any act or omission of the 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 of the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

55. ESTOPPEL CERTIFICATE (was 49. Rewrote but good)

On the written request of an owner, purchaser or mortgagee or the solicitor of a owner, purchaser or mortgagee, or a person authorized in writing by any of those persons, the Corporation or it's Property Manager shall, within ten (10) days after receiving the request, certify

- (a) the amount of any contributions payable by the owner,
- (b) the frequency at which contributions are payable,
- (c) the amount of the contributions payable that is in arrears, if any, and
- (d) the amount of interest owing, if any, on any unpaid balance of contribution

and, in favour of a person dealing with that owner, the certificate is conclusive proof of the matters certified in it as of that date of the certificate;

56. LEASING or RENTAL of UNITS, COMPASSIONATE STAY (was article 50)

(a) In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in a form satisfactory to the Corporation, signed by the proposed lessee or occupiers, including compassionate stay individuals, that the proposed lessee or occupiers of the Unit will comply with the provisions of the Act and of the Bylaws, regulations and rules 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 occupiers with respect to such obligations. No lease or rental agreement shall be entered into for a period of less than six (6) months unless authorized in writing or by written electronic means by the Corporation;

(b) The Corporation is authorized to:

- (i) impose and collect deposits under Section 53(3) of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing or electronically, by the Corporation of its use;
- (ii) give notices to give up possession of residential Units under Section 54, of the Act; and

- (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (c) No Leasee, Tenant or Occupier 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 leases or rents the Unit is in default of payment of contributions, in which case the leasee or tenant shall deduct from rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the leasee, tenant or occupiers shall be deemed to be a lease or rental payment made to the Owner. **Compassionate Stay, to be no more than six (6) months of occupancy from the date of the Owners death, with the Corporations written or electronic approval. Age waiver to the age of 21 may be given with Corporate approval. A written request for such a stay must be submitted to the Corporation prior to occupancy.** **(Rob's note: I do not recall discussing or agreeing to this. Needs discussion)**

57. SEVERABILITY (was article 51)

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.

58. NOTICES (was article 52)

Unless otherwise expressly provided in the Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or other known address or if left with him or some other adult person at the said address or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received **two (72) hours after it is posted**. An Owner or a mortgagee may at any time in writing or electronically 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 By-laws. **(Rob's note: was 48 hrs. ok)**

59. NOTICE OF DEFAULT TO MORTGAGEES (was 53)

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.

60. DEBT RETIREMENT ON TERMINATION (was 54)

Subject to the provisions of the Act, upon termination of the condominium status, 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 subject to the interests of any Mortgagees.

61. COMPANY WHICH is a MEMBER of THE BOARD of DIRECTORS (was 58)

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 of Directors, if fairly elected 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 Corporation. Where a company is the only member of the Corporation's Board of Directors a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaws next following shall be deemed to be a resolution of the Corporation.

62. ALTERNATE BOARD of DIRECTORS REPRESENTATIVE (now 56)

A Corporate Board Director may not appoint any person to proxy their respective Board of Director duties or attendance at any Corporate Board of Directors meetings.

63. NO RECREATIONAL FACILITIES

No portion of the Common Property has been designated for recreational use, and no portion of the Common Property, nor managed Property shall be used by any Owner or visitors for recreational use.

64. PETS, SERVICE DOG or GUIDE DOG (see also 3f iv above, and old bylaw 4.4)

1. An Owner or Occupier shall be entitled to keep in a Dwelling House or Unit a maximum of one (1) dog **or** one (1) cat, provided that the pets do not create any unreasonable disturbance to neighbors or constitute a hazard to or be harmful to any Common Property or Managed Property or to other Unit Owners.
 - The Dog or Cat must be licensed in The City of Red Deer
 - The Dog or Cat is to be vaccinated up to date for both rabies, dogs to have a distemper vaccination and cats to be vaccinated against panleukopenia (feline distemper) and both animals shall have rabies vaccinations Both animals are to be vaccinated for any other applicable animal diseases
 - A Cat shall be confined to within the house dwelling
 - A Dog is to be no taller than twelve (12) inches at the withers- the highest part of the back of the dog at the base of its neck
 - A dog must be always be on a leash of not more than eight (8) feet in length while on the Common or Managed Property unless contained on the owner or occupiers deck. A dog may be carried on or over the Common Property
 - A dog is allowed on a deck, but if loose, a barrier must be placed at the top of the stairs. A dog is allowed to be on the deck for a reasonable time period if the owner is at home and within sight, if the owner is with the animal on the deck there is no time limit
 - A dog is not allowed to remain outside if the owner or occupiers are not at home
 - In no event shall a Owner or occupiers be entitled to keep an aggressive or noisy animal
 - The Owner of a pet shall keep the Common Property or Managed Property clean of all excrement, when the pet excretes on the Common Property or the Managed Property, the clean up of the feces is to be done immediately after their pet completes their excretion and put in a plastic bag and disposed of as soon as possible. A dog is not allowed to be tethered in the side or front yards.
 - In the case of a cat, their litter box is to be cleaned and disinfected and the litter disposed of in a plastic bag and put in a City of Red Deer garbage container so as to control odour and not cause inconvenience to the adjoining unit
 - If a pet causes damage to the Common Property or the Managed Property, the Owner shall be responsible for all costs of repairs for such damage. If a legal process occurs the pet owner shall pay all legal costs unless a court orders otherwise.

-Excessive barking or other animal noise will be treated with a written notice and a one hundred dollar (\$100.00) fine for the first reported offence. A fine of two hundred (\$200.00) for a second reported offence, five hundred (\$500.00) for a third offence and the fourth offence reported shall be expulsion from Corporations property.

-If an Owner fails to maintain and control his pet in a reasonable manner, in the opinion of the Corporation, acting reasonably, and on notice from the Corporation, the Owner may be required to either contain the pet within the confines of the Unit or the Dwelling House (as the case may be), or alternatively, to permanently remove the pet from the Unit or Dwelling House

-No pet, Service Dog or Guide Dog shall be allowed to run at large over any portion of the Common Property nor Managed Property. All owners shall treat their pets at all times with dignity and respect and provide all the necessary care and attention that the pet may require.

An Appendix c: form (Devonshire Villas Pet Registration & Approval Form) is required to be submitted to the Corporation in writing or by electronic means and be approved by the Corporation in order to have a pet dog **or** cat in the project, also whether a guide or service dog. As a note of information: If you are a going to be a new Owner, Tenant or Lessee, it is imperative that this form be submitted for approval **PRIOR** to purchasing, leasing or renting a unit if you wish to have a pet.

2. Service Dog

An Owner or Occupiers shall be entitled to keep in a Dwelling house or Unit a maximum of one Service Dog, who is both specifically trained and certified. All other requirements, regulations and Bylaws shall apply with the exception of the size and the breed of the dog. A physician's letter addressed to the Corporation to indicate that a service dog is needed by the Owner or occupiers to help with specific tasks relating to both visible and non-visible disabilities must be attached to the application (Appendix c:) to have a dog. Please note that such disabilities where a Service Dog is needed are non specific and may be diabetes or mobility limitations, diabetes, epilepsy or PTSD.

3. Guide Dog

An Owner or Occupiers shall be entitled to keep in a Dwelling house or Unit a maximum of one Guide Dog, who is both specifically trained and certified to assist people who are blind or visually impaired. All other requirements, regulations and Bylaws shall apply with the exception of the size and the breed of the Dog. A physician's letter to the Corporation is needed to indicate that a Guide Dog is needed by the Owner or occupiers to help with specific tasks relating to their being blind or visually impaired. This letter is to be attached to the application (Appendix c:) to have a dog.

65. EASEMENTS

Each Owner acknowledges and agrees that he or she is bound by certain easements respecting the Parcel. In addition, each Owner further agrees that there is implied, in respect of each Unit, the following:

- (a) in favor of the Corporation and Owner of each Unit, easements for the passage or provision of water, sewerage, drainage, gas, electricity, and other services including telephone, radio, television or telecommunication services through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Dwelling House, the Unit, or the Common Property;
- (b) in favor of the Corporation, or the Property Manager, its employees and agents, the right to access and egress, the Unit together with all necessary equipment for the purposes of maintenance and repair of the Managed Property, of landscaping maintenance, on the Unit;
- (c) in favor of the Owner of the Unit, the right of access and egress in, through, or over the Common Property, or the Unit, as the case may be for the purpose of ingress and egress to and from the Unit.

The proprietor of any utility service that provides service to the Parcel, to any Unit or Dwelling House on it, is entitled to the benefit of any of the easements contained in this Bylaw that are appropriate to the proper provision of that service, but not to the exclusion of the proprietor of any other utility service.

All ancillary rights and obligations reasonably necessary to make an easement effective apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and to replace, renew or restore anything the dominant tenement is entitled to benefit from, subject to the obligation of the Owner of the dominant tenement to use best efforts to maintain the utility service in the originally designated area where reasonably possible. (Robs notes: this is new, but looks fine. Maybe the act ?)

66. PARTY WALL AGREEMENT

Each Owner acknowledges that each Duplex Dwelling House on each Unit , with the exception of a detached dwelling house, has at least one common wall for a portion of its length with a Dwelling House constructed on an adjoining Unit and that the common wall is located as nearly as practicable upon the property line between the two adjoining Units. Each Owner agrees with each other Owner as follows:

- (a) The common wall constructed on the lot line between the adjoining Duplex Units has been constructed as a party wall to be used for the joint purposes of the Dwelling House and the adjoining Dwelling House so erected by the Developer and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of their adjoining Dwelling House the enjoyment of a right to support and use, all to the intent that no portion or part of the party wall erected shall for any purpose be construed or deemed to be an encroachment on any adjoining Unit and shall continue as a party wall perpetually and to the extent that any portion or part of the party wall shall encroach upon any Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purpose of such encroachment;
- (b) Each Duplex Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or linear extension thereof in respect of width of the party wall constructed upon that Owner's Unit, with the intent that such easement shall be annexed to and run with the land of such Unit in accordance with the provisions herein set forth;
- (c) If the party wall of a duplex dwelling at any time following construction requires any repair or maintenance (either external or internal) to ensure any Owner the right to the convenient enjoyment of his or her right to support and use, either of the adjoining

Owners shall be at liberty to cause the party wall to be repaired or maintained and each of the adjoining Owners shall be responsible for and shall forthwith pay for one-half (1/2) of the cost of such repairs or maintenance provided that notwithstanding the foregoing, in the event such repair or maintenance (either external or internal) is required or necessitated due to damage to such party wall caused by the willful or wanton act or acts of any Owner or invitee or licensee thereof whose willful or wanton act or acts required or necessitated the repair or maintenance, then the costs of such repair shall be paid entirely by such owner;

(d) Each Duplex Owner shall afford any adjoining Owner and that Owner's agent or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and/or repaired and/or maintained (provided that in connection with such access reasonable notice shall be given and as little damage as possible will be occasioned to the property of the other Owner(s) and that in the event that any such damage is done, such will be repaired to the satisfaction of the other Owner(s) at no cost to the other Owner);

(e) Notwithstanding the obligation of adjoining Duplex Owners to maintain their Party Wall(s) as provided herein, the Corporation may, if called upon by any Owner to do so, conduct the repairs as if the same pertain to Common Property or Managed Property, and to allocate the costs of such repairs to the adjoining Owners and to assess their respective Units accordingly. This does not apply to detached dwellings;

(f) The Board of Directors has the power on behalf of the Corporation and on behalf of the Owners to direct that this Party Wall Agreement and any Easement Agreement may be registered against title to the Units located on the Parcel. Each Owner hereby acknowledges their consent to the registration of such Party Wall Agreement or Easement against the title to their Unit, in the event that it is so directed by the Board of Directors.

67. RESTRICTED DEVELOPMENT of UNITS AS RESTRICTIVE COVENANT

(a) **No Owner shall** improve, develop, construct, or otherwise modify the exterior of his Dwelling House, or Unit. (Rob's notes: The former article 3.8 and 3.29 says this can be done with "approval of the board ? We need to be clear on this policy to assist the board in decision making)

- (b) The Corporation is hereby empowered and the Board of Directors is authorized on behalf of the Corporation to take whatever procedures are reasonably necessary, in the Board of Directors opinion, to ensure compliance with this Bylaw and in order to enforce this restrictive covenant, including the imposition of sanctions.
- (c) The provisions of this Restrictive Covenant have been implemented to ensure the regular maintenance and upkeep of all Units and the Dwelling Houses within the Parcel, and to ensure continuity and consistency in the construction and maintenance of Units and the Dwelling Houses, and therefore shall not be altered or changed unless by the Owners pursuant to a special resolution passed pursuant to the provisions of these By-laws.
- (d) The Board of Directors has the power on behalf of the Corporation to direct that this Restrictive Covenant may be registered against the title to the Units located within the Parcel. Each Owner hereby acknowledges their consent to the registration of such Restrictive Covenant **against the title** to their Unit, in the event it is so directed by the Board of Directors. **(Rob's notes: does this really warrant a caveat on everyones title. Needs discussion)**

68. MANAGED PROPERTY **(Rob's note: 68 a/b/c/d clauses are repetitive of Article 3 and, therefore, can be deleted, merged or condensed)**

Each Owner shall, in respect to the Managed Property located on or relating to his Unit or Dwelling House:

- (a) Permit the Corporation (and anyone who is an agent for or authorized or directed by the Corporation) to enter upon his Unit, with 24 hours notice, unless it is an emergency, for any and all purposes of inspection, maintenance, repair, upkeep, cleaning and control of the managed Property as if the same were Common Property;
- (b) Adhere to, comply with and strictly observe this Bylaw and all rules, regulations, resolutions and other requirements of the Corporation and its insurers as the same relate to the managed property; provided that in the absence of anything expressly to

the contrary, the rules, regulations, Bylaws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;

- (c) Shall not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property;
- (d) Shall not in any manner whatsoever without first obtaining the written consent of the Corporation, change, improve, alter, adjust, remove, disfigure or otherwise disturb the managed property or any part or component thereof

69. EXCLUSIVE USE AREAS AND PARKING AREAS

(Rob's notes: Seems like a lot of gargle if this is just for our Gazebo.)

- (a) A written or electronic request to the Corporation must be given to obtain exclusive use of a Common Property area, such as the Gazebo area. If the Corporation gives their approval it will be stated how many days or hours the area shall be exclusive to the Owner or Occupiers. If the Owner or Occupiers shall fail to properly maintain such Exclusive Use Area assigned to him, after ten (10) days notice to him to correct any maintenance problem set forth in said witten notice from the Corporation, then the Board or its representative may order the maintenance problem corrected and the Owner or occupier 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 of 1 ½% per month or 18% per annum after the demand for payment date;
- (b) The term 'Exclusive Use Area' does not include any fence, rail or similar structure bordering any designated Exclusive Use Area;
- (c) The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any area to any Owner or Occupier, 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;

70. REAL PROPERTY TAXES (was article 58)

The real property 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 condominium project shall be assessed and imposed in accordance with the provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

71. INDEMNIFICATION of DIRECTORS, OFFICERS and MANAGERS (was 59)

The Corporation shall indemnify every Board Director, Manager 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 Director, manager of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by ordinary resolution require that all Board Directors be bonded by a recognized bonding institution in an amount not less **than FIFTY THOUSAND (\$50,000.00)** Dollars, the cost of such bonding to constitute a common expense of the Corporation. (previously \$25,000)

72. NON-PROFIT CORPORATION (was article 60)

The Corporation is not organized for profit. No Owner, member of the Board of Directors 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) any member of the Board of Directors or Unit Owners 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 or for reimbursement of actual Corporate expenses or for any pre approved expense or for any educational purpose. If the expenses are over one hundred dollars (\$100.00) receipts are to be provided and,
- (b) members of the Board of Directors may receive an annual honorarium established pursuant to these Bylaws;

73. USE and OCCUPANCY RESTRICTIONS (was Article 4)

- (a) In this Bylaw:

(i) "Occupier" means a person or persons present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner. This includes a tenant, leasee, caregiver or compassionate stay individual;

(ii) "Owner" includes a tenant, leasee, caregiver or compassionate stay individual;

- An Owner shall not: (Robs notes: much of this is duplicate to Article 3 "duties of owners")
 - (i) use his Unit or any part thereof, for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Red Deer Municipal Bylaw or for any purpose which may be illegal or injurious to the reputation of the project;

(Robs notes: formerly Article 4 a i): this new insertion seems to indicate that if a home business is ok with the City then it is automatically ok with us ? Perhaps we should add "without prior approval of the board")

- (ii) make or permit noise in or about any Unit or the Common Property or allow any odor to emanate or escape from his Unit which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit that in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. Workmen or contractors shall be permitted to do any work in or on any Unit between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and on Saturdays. Work to be done on Sundays or legal holidays needs the prior written approval of the Corporation;

- (iii) keep or allow any animal, snake, reptile, livestock, fowl or pet of any kind (other than birds, restrained at all times inside the Unit) at any time to be in his Unit or on the Common Property **without the specific approval in writing of the Corporations Board of Directors.** One Dog or One Cat are allowed upon approval of The Devonshire Villas Pet Agreement Registration & Approval Form , Appendix: c, attached, by the Corporation. The application for a having a pet should be submitted for approval prior to obtaining a dog or a cat. The approval by the Corporation may arbitrarily be withheld and may, if given, be withdrawn anytime on seven (7) business days written notice to that effect. All dogs approved must be hand leashed and kept under control at all times. Any municipal Bylaws in effect in the City of Red Deer with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce City Bylaws on the Common Property; **(Rob's notes: In the old bylaws (4.4g) birds, fish, reptiles and exotic pets were NOT allowed, period)**

- (iv) use or permit the use of his Unit other than as a single family dwelling or for a purpose other than for residential purposes; (was article 4a5)

- (v) permit his Unit to be occupied as a place of residence exceeding numbers permitted by any Municipal or Provincial law of authority or exceeding the

Corporations rule that there be no more than 5 occupiers per house dwelling;

(vi) do any act or permit any act to be done, or alter or permit to be altered his Unit or residence in any manner, which will alter the exterior appearance or the structure comprising his or any other Units; **(Rob's notes: old bylaws added extra line "without Board Approval". This is new. Consistent with the new 67A above. Needs discussing)**

(vii) permit laundry to be hung other than inside the Unit;

(viii) erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on any parking Unit or on the Common Property or on any Exclusive Use Area assigned to him **without the prior written consent of the Board;** Rob's notes: was Article 4.10 . on old bylaws it did not have "without board approval". I thought we were going to have a 48 hour window that did not need board approval.

(ix) permit, erect or hand over or cause to be erected or to remain outside any window or door or any other part of the Unit, residence or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Corporation first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property except as authorized by the Corporation and then only in accordance with the regulations therefor which may be established by the Corporations Board of Directors;

(x) **overload existing electrical circuits or store any combustible inflammable or offensive goods, provisions or materials in his Unit, his residence, on managed property or on the Common Property, normal cleaning products and related household goods are allowed. Propane tanks/bottles are not to be stored in garages;** Rob's notes: was 4.12 . ok.

- (xi) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xii) do anything or permit anything to be done by any occupier of his Unit in his Unit, or upon the Common Property that is contrary to any Act, Statute, Ordinance, Bylaw or Regulation or any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do not permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds in general. Fire pits or fire rings are not permitted; was 73a15
- (xiv) shall not place customary household refuse, recycle and compost outside his Unit other than in properly secured garbage bags placed in the *City Of Red Deer provided Containers*. All bulk waste items such as large cardboard, discarded appliances, discarded renovation materials, discarded household furnishings, glass, oil, paint or the like shall be deposited at the ***City of Red Deer Waste Management Facility, located at 1709-40 Ave Red Deer***. Any refuse left on the Corporations property, Managed roperty or a Unit Owners property, after the City of Red Deers regular pickups, shall be removed from the Project by the Owner at his sole cost and expense. If not done in a timely manner it will be removed by the Corporation or its agents, with any fees incurred being charged back to the Unit Owner;
- (xv) erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays of any kind on the Common Property or in or about any Unit in any manner which makes the same visible from the outside of the Unit without the prior written consent of the

Board, with the exceptions mentioned in the rules. Hang a flag, wind sock, weather vane, wind spinner, wind sculpture, or wind chime anywhere on the Common Property, the Managed property or the Unit's Property without prior written consent from the Corporation. A request to have such a item shall be sent to the Corporation in writing or electronically. See also Article 3(v) on page 14; (Rob's notes: was Article 4a16. Deleted the last line which read "real estate signs may be displayed inside a unit window only)

(xvi) install or put in place, leave in place, allow to be installed, without the Corporations approval, or put in place or left in place any official flag of Canada that is frayed, torn or otherwise in poor condition;

(xvii) permit any member of his household, guests, visitors or pets to trespass on the part of the Parcel of land to which another Unit Owner owns; (was 4a18)

(xviii) the Corporation is under no obligationas to the condition, temperature to be maintained or fitness of the garage for the particular or general purposes of the Owner;

(xix) A. use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a Unit; (was 4a19)

B. all vehicles on the property are to be licensed and insured; Resident and Non-resident Vehicle Parking – Visitor Designated Parking Space is for the purpose of visitor parking only. Residents shall not park there. Visitors may park in the Designated Parking Space no longer than seven (7) consecutive days. Longer periods need the Corporations approval. Except with the prior written consent of the Corporation, no Owner shall park any motor vehicle on the Common Property. With the exception of a Recreation vehicle, recreational trailer, tent trailer, utility trailer or trailer holding recreational vehicles which can remain on common property directly in front of the Owner's unit, or a house dweller's unit's property, for a period of *forty eight (48) hours* for the purpose of loading, unloading, filling water tanks

or interior cleaning or such tasks for the RV. NO exterior cleaning other than using window cleaner to clean windows. **An Owner may permit any visitor, family, agents, contractors, servants, guests or licensees of the Owner to park a maximum of two (2) private passenger licensed vehicles on the driveway outside of their garage to their Unit for a period not to exceed *seventy two (72) straight hours*, otherwise it may be only one vehicle. All Owners should ensure that all vehicles associated with their Unit shall routinely be parked within the garages of their respective Unit;**

(Rob's notes:formerly article 4.18-21 The red portion has been added and needs discussion.)

- C. carry out any repairs or adjustments to motor vehicles on the project unless previously stated in these bylaws; (was 4a20)
 - D. **a visitor's licenced all terrain vehicle, electric bicycle, electric scooter and or a motorcycle may be parked in Visitor Parking, if it is in a operating condition.** Owners, Occupiers and Visitors are to ensure no fluids are leaking from their vehicles regardless of its location; **(Rob's notes: all terrain previous not permitted.)**
 - E. drive any motor vehicle on the Common Property at a speed in excess of 15 kilometers per hour or in any manner that the Corporation, in its sole discretion, deems to be hazardous or dangerous; (was 4.24)
 - F. **allow a visitor to park his motor vehicle anywhere in the project except in a Corporation designated visitor parking area or a Owners Driveway;**
 - G. **shall not allow any propane powered motor vehicle to be brought into, kept or stored in a garage or on the Owner's property;**
- (xx) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles; (now 4.26)

- (xxi) shake mops or dusters of any kind, nor throw anything out of any window or door of his house dwelling, nor anything of this kind is to be done on the Common Property;
- (xxii) allow his Dwelling House, Unit, to become unsanitary or unsightly in appearance;
- (xxiii) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to his residence or any structural alterations to be made to the outer boundary or any residence including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Bank of Canada Interest Rate from the time such costs are incurred until paid(4.29)
- (xxiv) if a semi-detached unit, do not use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which is it manufactured so as to not cause inconvenience or damage to the attached unit; (Rob's notes: was 4.30 the old bylaws did not specify "semi detached" only)
- (xxv) allow the area around his premises to become untidy or unsanitary. The Corporation shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner; Rob's notes: was 4.31. Deleted the clause" garbage to be set out the assigned day"
- (xxvi) be responsible for ice and snow removal from his own deck or patio; (Rob's notes: Needed to be reworded as this article is titled the owner "shall not")

(xxvii) use the deck or patio or other areas outside his unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use, and each Owner will comply with all requests of the Corporations Board of Directors or the Property Manager that all household and personal effects or articles belonging to an Owner's household be put away inside the Unit when not in actual use, however, patio furniture, a deck box or a barbecue on a deck or patio is permitted; (was 4.32)

(xxviii) with the Corporations approval a standing patio heater is allowed following the rules of use of one 25 pound (lb) propane tank/bottle and not to be in operation with the heater canopy no closer to 6 feet from any part of the dwelling house or a tree. Unit must be CSA, ULC approved. The patio heater is to be turned off if no one is present when it is in use

(xxix)

with the Corporations approval, install a security system with no more than three (3) cameras, not including a doorbell camera. The cameras and any related lights are not to be directed onto a neighbour's property in any way. Not on the house dwelling and not on the grounds, unless the neighbor has given written approval for the Owner to do so. A copy of this witten agreement between the parties shall be forwarded to the Corporation. The Owner is to notify any adjoining neighbours of the existence of the system, the location of the cameras and the lights. Failure to follow this Bylaw could result in a fine(s) and removal of the security system; (Rob's notes: sounds extreme but ok. Needs to be reworted as this section is "the owner shall not"

(xxx) feed or harbor pigeons, gulls, crows, blue jays or magpies or other nuisance birds from the decks, patios or windows of his Unit or on the Common Property;(Rob's notes: how about any bird or animal, like rabbits/coyotes)

(xxxi) render a Unit unfit for human habitation;

(xxxii) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Corporation;

(xxxiii) cook on a deck or patio other than using a electric, butane or propane barbecue with a bottle/tank of propane no larger than twenty five (25) pounds. No charcoal briquette or pellet barbeques are allowed;

(xxxiv) smoke (tobacco, cannabis or other substance) anywhere outside on the common property or the managed property with the exception of on the owners unit. The owner shall dispose of all smoking material into a fire retardant receptacle placed outside, which is filled with water or sand. An owner or visitor, or workman shall not throw any smoking or combustible materials, whatsoever on the Common Property or Managed Property;

(xxxv) use or permit to be used any blinds that are visible from the exterior of the building unless such blinds are of a neutral, white, off-white or ivory shade, or are so lined, and shall not use foil, bedsheets, towels, flags, newsprint, cardboard or other opaque material on any window. Security film or window tint material may be installed with the Corporations written approval; [\(was 3.d\) Now duplicates 3.c.iv](#)

(xxxvi) use or permit any member of his household, guests, visitors to use any portion of the Common Property except in strict accordance with any rules and regulations therefor which may be established by the Corporations Board of Directors from time to time and upon publication of a rule or regulation so made by the Corporation, the same shall be binding upon each occupier of a Unit, his visitors and guests and any violation of such rules or regulations may result in the loss of use of the Gazebo and it's area for a period of time as decided by the Corporations Board of Directors;

(b) An Owner shall ensure that his occupants comply with those requirements that the Owner must comply with under Subsection (a) and (b) hereto 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, the members of my household and my guests from time to time will, in using the Unit rented, leased or on a compassionate stay, by me relating to the Unit and all Common Property, comply with the Alberta Condominium Property Act, The Alberta Condominium Property Regulations and the Bylaws and all rules and regulations of the Corporation, 002-3758, during the term of my tenancy or occupancy." (Robs notes: is this stated in the tenant appendix ?)

(c) The restrictions in use of Units shall have the following purposes:

- (i) to provide for the health and safety of condominium occupants;
- (ii) to maintain the Common Property and Units in such a manner as to preserve property values; and
- (iii) to develop a sense of community. (was Article 63 "declaration of purpose)

(d) The following rules and regulations govern the use of all attached garages:

- (h) Each owner shall use his garage for the storage of vehicles, no propane operated vehicles allowed;
- (i) Each owner shall use his garage for the storage of non-perishable property owned by him;
- (j) No portion of the garage shall be used for human or animal occupancy;
- (k) No goods, materials, chattels or other property shall be stored in the garage which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs to the Corporation;

- (l) No foodstuffs or dangerous, noxious, filthy, offensive, explosive or inflammable materials are permitted to be stored in his garage. This includes propane or oxygen tanks, City of Red Deer acceptable garbage and compost may be stored tightly in the applicable City of Red Deer containers. If a odor becomes a annoyance to a adjoining or neighboring unit, the containers must be removed to the rear of the home: (Rob's notes: ok)

74. MEDIATION and ARBITRATION

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 (Alberta)

75. AMENDMENT of BYLAWS

These By-laws, or any of them, may be added to, amended or repealed by special resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and Mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the date of any such special resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal. (was Article 61)

76. CHANGE of LEGISLATION

Should the Act be amended and changed in the future, then these By-laws 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. (Rob's notes: interesting. States if they change the ACT, we do not really need to change the bylaws)

77. CONSENTS and ASSURANCES by THE CORPORATION

Subject to compliance with any requirements imposed by the City of Red Deer for the development of the Parcel, and of the Bare Land Units, as well as design and construction of

the Dwelling Houses, the design and construction of the Common Property shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of the Common Property, or the dwelling Houses, on the Units. Notwithstanding anything in these Bylaws to the contrary, the Developer has the right to enter into, execute and deliver, on behalf of the Corporation, all consents, plans, leases, easement, crossing agreements, utility rights-of-way, licenses, deeds, and any other documents or assurances as the Developer may require. In such event, the Corporation shall be and is obliged and required to and shall assume, accept, and be bound by an assignment of all such consent, plans, leases, easements, crossing agreements, utility rights-of-way, licenses, deeds, and all other documents and assurances that have been entered into by the Developer in contemplation and completion of the Common Property by the Developer and in fulfillment of the Developer's obligations to the Owners. A member of the Board of Directors or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Owners or the Board of Directors authorizing the same, to execute and deliver on behalf of the Corporation and if required, under its seal, any such consents, plans, leases, easements, crossing agreements, utility rights-of-way, licenses, deeds, documents, or other assurances required by the Developer and the said member or officer executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing.

(Rob's notes: where did this one come from. ? City requirement?)

CERTIFICATION

I, _____, Chairperson and I, Secretary of Condominium Corp No. 002 3758, o/a Devonshire Villas, certify these Bylaws to be the authorized Bylaws of the Corporation.

DATED at _____, Alberta this ____ day of _____, _____.

Chairman _____

Secretary _____