

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**The Condominium Property Act**

Section 32

**NOTICE OF CHANGE OF BYLAWS**

The Owners: Condominium Plan No. 812 0783 hereby certifies that by written Special Resolution passed on June 20, 2016, the By-laws of the Condominium Corporation were added to, amended or repealed as follows:

"Be it resolved as a Special Resolution of The Owners: Condominium Plan No. 812 0783 (the Corporation) that the By-laws of the Corporation as previously registered either Statutory or otherwise, be and are hereby repealed and the By-laws hereby annexed are hereby adopted as and made the By-laws of and applicable to the Corporation and the parcel referred to in Condominium Plan 812 0783 from and after the date of this Resolution."

The seal of The Owners: Condominium Plan No. 812 0783 was affixed to this Notice on the 7th day of February, 2017, in the presence of:

THE OWNERS: CONDOMINIUM PLAN NO. 812 0783

PER:

B.L. Jackson  
M. Martin

( affix Corporate Seal)

# BY-LAWS

THE OWNERS: CONDOMINIUM PLAN NO. 812 0783

## CHANTICLEER

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## BY-LAWS

### THE OWNERS: CONDOMINIUM PLAN NO. 812 0783

#### CHANTICLEER

These By-laws have been enacted by The Owners: Condominium Plan No. 812 0783 to replace all previously registered By-laws and all statutory By-laws.

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 DEFINITIONS

The following definitions shall apply to all parts of these By-laws:

- 1.1.1 "Act" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution or any replacement of such Act;
- 1.1.2 "Assessment" means any sum levied on an Owner by resolution of the Board, whether for Common expenses or otherwise;
- 1.1.3 "Board" means the Board of Directors elected pursuant to these By-laws and as provided for in Section 28 of the Act or any section passed in substitution therefor. Board Members may be referred to as Directors;
- 1.1.4 "By-laws" mean the By-laws of the Corporation, as amended from time to time;
- 1.1.5 "Capital Replacement Reserve Fund" means the fund created for the purposes as outlined in By-law 12;
- 1.1.6 "Common expense" means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as common expenses in these By-laws;
- 1.1.7 "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
- 1.1.8 "Condominium plan" means the plan registered under the Act and referred to as Condominium Plan No. 812 0783;
- 1.1.9 "Corporation" means the Corporation constituted under the Act by the registration of the Condominium plan;
- 1.1.10 "Exclusive Use Area" means those areas, being part of the Common Property, which include any fence-enclosed yards, balconies and patios immediately adjacent to each Unit, the area and location of which shall be determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with the respective adjoining Unit;
- 1.1.11 "Insurance Trustee" means any company or person authorized to act as an Insurance Trustee under the laws of the Province of Alberta and who may be

appointed from time to time on Ordinary Resolution of the Corporation. If no Insurance Trustee is appointed then the Insurance Trustee shall be the Corporation;

- 1.1.12 "Interest" means interest calculated at the rate of twelve (12%) percent per annum compounded monthly or such other rate as may be approved by Resolution of the Board;
- 1.1.13 "Manager" means a person, firm or Corporation appointed as Manager pursuant to these By-laws;
- 1.1.14 "Mortgagee" means the holder of a mortgage registered against the title to one or more Units in the Condominium plan;
- 1.1.15 "Ordinary Resolution" means a resolution:
- 1.1.15.1 passed at a properly convened meeting of the Corporation by a simple majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or by the By-laws; or
- 1.1.15.2 signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or by the By-laws and representing more than Fifty (50%) percent of the total Unit Factors for all of the Units;
- 1.1.16 "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit in the Condominium plan;
- 1.1.17 "Parcel" means the land comprised in the Condominium plan;
- 1.1.18 "Special Resolution" means a resolution:
- 1.1.18.1 passed at a properly convened meeting of the Corporation by a majority of not less than Seventy Five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or by the By-laws and representing not less than Seventy Five (75%) percent of the total Unit Factors for all the Units; or
- 1.1.18.2 signed by not less than Seventy Five (75%) percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than (75%) percent of the total Unit Factors for all the Units;
- 1.1.19 "Unit" means an area designated as a unit by the Condominium Plan and more particularly described in Section 9 of the Act (or any section passed in substitution thereof);
- 1.1.20 "Unit Factor" means the Unit Factor for each Unit as more particularly described in the Condominium plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them

in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.

## 1.2 INTERPRETATION

- 1.2.1 These By-laws are to be read with all changes of number and gender as required by the context, and the word "Owner" or Owners" shall be read "Tenant" or "Tenants", "Resident or Residents" or "Occupier or Occupiers" as the context may require.
- 1.2.2 The headings in the body of these By-laws form no part of these By-laws but shall be deemed to be inserted for the convenience of reference only.
- 1.2.3 In the event of any conflict between these By-laws and the *Act*, the *Act* shall prevail.

## 2 SANCTIONS AND PENALTIES

Pursuant to section 35 of the *Act*, the Board may by Resolution impose monetary or other sanctions upon an owner, tenant or invitee of the owner or tenant who fails to comply with the By-laws as follows:

2.1	For violation of By-law 3.3	Alterations	\$100.00 first offence \$500.00 second and subsequent offences
2.2	For violation of By-law 3.14	Animals	\$25.00 per day that animal remains in Unit after the date given in the Notice from the Board to remove the animal
2.3	For violation of By-law 3.15	Debris	\$25.00 per offence
2.4	For violation of By-law 3.17	Garbage	\$25.00 per offence
2.5	For violation of By-law 3.18	Noise	\$25.00 first offence \$100.00 second offence \$250.00 third and subsequent offences
2.6	For violation of By-law 3.25	Repair of Unit	\$25.00 per day after date given in the Notice from the Board to repair the Unit
2.7	For violation of By-law 4.1.6	Parking Stall Clean-up	\$25.00 per day after date given in the Notice from the Board to clean the stall
2.8	For violation of By-law 4.10	Appearance Of Unit	\$25.00 per day after date given in the Notice from the Board to remove the offending articles
2.9	For violation of By-law 4.16	Failure to Repair Damage to Common Property	\$100.00 first offence \$500.00 second and subsequent offences after date given in the Notice from the Board to repair the Common Property



### 3 RESTRICTIONS ON USAGE OF UNITS

#### 3.1 PROHIBITIONS

No Owner or Occupant shall:

- 3.1.1 violate the By-laws of the Corporation;
- 3.1.2 use his Unit for any purpose that may be illegal or injurious to the regulation of the buildings and amenities comprising the Parcel;
- 3.1.3 permit his Unit to be occupied by more than four (4) persons (whether adult or minor) at any given time without the consent in writing of the Board;
- 3.1.4 make or permit any disturbing noises in his Unit or on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel;
- 3.1.5 keep any animals in his Unit or on the Common Property other than the pets authorized by these By-laws;
- 3.1.6 use or permit any member of his household, guests or visitors to use any of the recreational or amenity facilities except in accordance with any rules and regulations applicable thereto which may be established by the Board or the Corporation;
- 3.1.7 when the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the registered Condominium Plan, use or permit the use of such Unit for any other purpose;
- 3.1.8 use his Unit, or permit his Unit to be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit. Without limiting the generality of the foregoing, no Unit or part thereof shall be used as a Group Home, Day Care Centre, Day Home or for the provision of regular child-care or baby-sitting services, or as a business office by a doctor, dentist, chiropractor, or other professional or business person; or
- 3.1.9 permit his parking stall, to be used by anyone other than himself, a member of his household who is an occupant of his Unit, his tenant or a member of his tenant's household or other occupant of a Unit situated within the parcel.

#### 3.2 ALTERATIONS

- 3.2.1 No Owner shall make or cause to be made any structural, mechanical or electrical alterations or additions to his Unit or any load bearing wall, without first having the design and specifications of such alteration or addition approved in writing by the Board.
- 3.2.2 Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative and any costs incurred by the Corporation as a result thereof shall bear interest from the time such costs are incurred until paid.
- 3.2.3 Structural, mechanical or electrical alterations, additions or other alterations to a Unit shall be limited to the times established by the Board. The Board in its sole

discretion may establish a schedule of such permitted times so as to cause the least disturbance to other Owners.

- 3.2.4 Any work done to a Unit shall be inspected and approved by the appropriate municipal, provincial or federal authority and such proof shall be provided to the Board upon demand.
- 3.2.5 No alterations or additions may be done by an Owner to a Unit which affect the exterior appearance of the Unit or the building in which the Unit is situate.

### 3.3 ANIMALS

- 3.3.1 No animal, livestock, fowl, fish or reptile of any kind (hereinafter referred to as a "pet") shall be kept in or about any Unit unless approved in writing by the Board, which approval the Board may arbitrarily withhold, and may, if given, withdraw upon breach of the Act or the By-laws by the Owner or his pet, at any time on fifteen (15) day's notice;

3.3.1.1 The Board may grant approval to keep the following pets only:

- 3.3.1.1.1 domestic cats;
- 3.3.1.1.2 fish
- 3.3.1.1.3 birds

3.3.1.2 The Board shall not approve more than one pet for any one Unit;

3.3.1.3 The breed, colour, sex, age and name of any pet so approved shall be lodged with the Board.

- 3.3.2 Notwithstanding the above, Owners who have received the written approval of the Board to keep a specific pet prior to the registration of these By-laws shall be permitted to keep that pet until its demise.
- 3.3.3 An Owner may keep his guest's pet in his Unit for a period of up to fourteen (14) days upon obtaining the prior written approval of the Board.
- 3.3.4 Notwithstanding the above, the Board may grant approval for an Owner to keep a certified service dog required by him to assist with the needs of daily living.
- 3.3.5 Notwithstanding the generality of the foregoing, if the Board, in its sole discretion, deems any animal whatsoever to or be causing unreasonable disturbance to other Unit occupiers or to be a hazard to or harmful to any Common Property or to other Owners or Unit occupiers, then the Owner of the Unit or the occupier of the Unit in which such animal is kept shall forthwith, on notice from the Board, remove or cause to be removed, such animal from his Unit and such animal shall thereafter not be kept in that Unit at any time.
- 3.3.6 Any municipal By-laws in effect in the City of Edmonton shall have effect within the Common Property of the Corporation. Municipal Enforcement Officers are hereby authorized to enforce the municipal By-laws in the Common Property of the Corporation.
- 3.3.7 All pets must be leashed or caged while on Common Property. Notwithstanding the foregoing, pets need not be leashed or caged while within the Owner's exclusive use area.

3.3.8 No Owner shall feed pigeons, gulls or other birds from the windows or patios of their Unit, or anywhere in close proximity to the Units.

3.4 ANTENNA

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

3.5 AWNINGS

Neither awnings nor shades shall be erected over the outside of the windows, nor shall any articles be hung or placed outside window sills of a Unit without the prior written consent of the Board.

3.6 BARBEQUES

No barbeque, grill or similar cooking device, other than an electric barbeque, grill or similar shall be used or kept in a Unit or on the Common Property. Propane and briquette barbeques and grills are specifically prohibited.

3.7 COMBUSTIBLE MATERIALS

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any Unit.

3.8 CONSTRUCTION

Prior to the commencement of any work within a Unit that may disturb any other Owner or Occupant of another Unit, the Owner must submit to the Board a schedule detailing the work to be done and the estimated timing of the work. Such work shall only be permitted to be done between the hours of 8:00 am to 9:00 pm.

3.9 DEBRIS

Nothing may be thrown out of the windows or doors of a Unit.

3.10 DECORATING

No portion of a Unit required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent, in writing, of the Board.

### 3.11 FIRE HAZARD

No Owner shall do or permit anything to be done in the Unit or on the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any building comprising part of the condominium, or on the property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy on any building comprising part of the condominium or any part thereof or conflict with any of the rules and ordinances of the Municipal Health Department or with any statute or Municipal By-law or with any other law whatsoever.

### 3.12 GARBAGE

At no time shall mops, brooms, rugs and so forth be cleaned out of a door or window of a Unit. Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all By-laws and regulations of the Municipal authority in that regard. The following rules must be observed with respect to trash equipment:

- 3.12.1 Debris shall be completely drip free before it leaves the Unit and carried to the pick-up areas in a careful manner and in a drip proof container;
- 3.12.2 Cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick-up area. Bulky items must be taken by the Owner to the Municipal dump; and
- 3.12.3 Vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick-up.

### 3.13 HEALTH

- 3.13.1 No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or Municipal By-law or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever.
- 3.13.2 Units must be kept clean and in good order and free of insects and vermin.

### 3.14 LAUNDRY

No laundry or bedding shall be hung outside a Unit.

### 3.15 NOISE

Owners, their families, guests, Tenants, visitors, and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of the property by other Owners, their families, guests, visitors, and persons having business with them and no noise caused by an instrument or other device or otherwise, which, in the opinion of the Board, may disturb the comfort of the other Owners, shall be permitted.

### 3.16 OBSTRUCTION

No Owner shall erect or plant or cause to be erected or planted, any fence, screen, barrier, shade, partition, tree, shrub or flower on or which overhangs any part of the property not exclusively occupied by such Owner without the prior written consent of the Board. No Owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning shade, partition, tree or hedge upon the maintenance areas surrounding his Unit without the prior written consent of the Board. Any consent required by this By-law may be arbitrarily withheld.

### 3.17 ONE FAMILY UNIT

Each Unit shall be occupied only as a one-family residence by the Owner of the Unit, his family and guests or a Tenant of the Owner, his family and guests.

### 3.18 PERSONAL BELONGINGS

All Owners will cause all articles belonging to their household, other than patio furniture and accessories, to be kept in their respective Units when not in actual use, and each Owner will comply with all requests of the Board or its representative that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's Unit when not in actual use. Articles such as mechanical toboggans, motorcycles, canoes, boats and similar recreational items shall not be stored on any part of the Common Property including the exclusive use maintenance area of an Owner without the prior written consent of the Board which, if given, may be revoked on Fifteen (15) days written notice.

### 3.19 PLUMBING

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

### 3.20 PRIVACY

No Owner shall trespass, or permit any occupant of his Unit to trespass, on any part of the Parcel to which another Owner is entitled to exclusive occupation.

### 3.21 REPAIRS AND MAINTENANCE

3.21.1 Each Owner shall be responsible for ice and snow removal from the balcony adjacent to his Unit.

3.21.2 Each Owner shall be responsible for the repair and maintenance of his Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representative those items for which he is responsible after ten (10) days' written notice to do so given by the Board or its representative, then the Board or its representative, may do or cause to be done the maintenance and/or repair and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and his own client costs, incurred in respect of such maintenance and/or repairs and the Board or its representative may

use all or any of the remedies open to it or as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon his Unit.

3.22 SALES AND EXHIBITS

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction sales or other sales shall be held in any Unit or upon the Common Property without the prior written consent of the Board.

3.23 SIGNAGE

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.

3.24 TENANTS AND OCCUPIERS

An Owner shall not lease or grant possession of his Unit to any Tenant or Occupier:

- 3.24.1 until the Owner complies with the deposit requirements (if any) of the Corporation and provides the Corporation with an address for service of any notice that may be served pursuant to the Act or the By-laws as well as the name of the Tenant or Occupier;
- 3.24.2 unless the Tenant, or Occupier undertakes in writing to be bound by and comply with the By-laws of the Corporation;
- 3.24.3 until the Owner gives notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the Tenant, or Occupier to be bound by the By-laws of the Corporation;
- 3.24.4 nothing in these By-laws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all By-laws by all persons using or occupying his Unit; and
- 3.24.5 any Tenant or Occupier of a Unit, on receiving notice from the Corporation that the owner of a Unit is in default of a payment or contribution or assessment levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the contribution or assessment levied or the installment or installments in arrears and any interest owing thereon and the Tenant or Occupier shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the Tenant or Occupier.

3.25 WATER

- 3.25.1 Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair

#### 4 COMMON PROPERTY

##### 4.1 ANIMALS ON COMMON PROPERTY

No animal, livestock, fowl, reptile or pet of any kind shall be kept on or allowed to run at large over any part of the Common Property.

##### 4.2 APPEARANCE OF UNIT

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the opinion of the Board, aesthetically unpleasing when viewed from the outside of the Unit.

##### 4.3 BICYCLE STORAGE

4.3.1 Owners and Occupants may keep or store their bicycles in approved storage units located in the parkade or in the bicycle racks installed by the Corporation in the parkade, but not elsewhere on the Common Property.

4.3.2 Visitors, Owners and Occupants may temporarily leave their bicycles in the outdoor bicycle racks installed by the Corporation, but not elsewhere on the Common Property.

##### 4.4 COMBUSTIBLE MATERIAL ON COMMON PROPERTY

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

##### 4.5 EXCLUSIVE USE AREAS

4.5.1 The Owner of each Unit shall have the right to the exclusive use and enjoyment of such portions of the Common Property as may be designated by the Corporation, providing, however, that the Corporation at its sole option may at any time and from time to time withdraw and terminate such right for any or all Units upon giving sixty (60) days notice to all Owners of Units for which such right is terminated.

4.5.2 Each Owner shall have the exclusive use and possession of any balcony or patio adjacent to his Unit, provided that the Owner shall observe and perform all obligations relating to such exclusive use areas, shall keep same in a neat condition at all times and shall comply with all Notices from the Board respecting the condition of same.

4.5.3 The Owner of a Unit has no right to use any portion of the Common Property designated by the Corporation for the exclusive use of an Owner of any other Unit.

4.5.4 The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use to any Owner, have and enjoy free and uninterrupted right of way at all times and from time to time to enter upon, pass and re-pass over, and occupy any and all parts of such area for the purpose of carrying out any of the duties or functions of the Corporation.

#### 4.6 FURNITURE MOVING

Furniture moving shall be limited to the times established by the Board. The Board in its sole discretion may establish a schedule of permitted moving times so as to cause the least disturbance to other Owners.

#### 4.7 LANDSCAPING AND OTHER COMMON PROPERTY

Owners, their pets, their families, guests, Tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the buildings and other fixed improvements forming part of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers and flower beds) and any and all chattels owned or kept by the Corporation.

#### 4.8 MOTOR VEHICLES

4.8.1 No motor vehicle shall be driven on any part of the Common Property at a speed in excess of 15 kilometers per hour.

4.8.2 No motor vehicles other than a private passenger automobile or truck under 3000 kg. shall be parked in any parking space within the Common Property without the written consent of the Board, which consent the Board may arbitrarily withhold and may, if given, withdraw at any time on fifteen (15) days' notice.

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

4.8.4 No motor vehicle, house trailer, tent, boat, trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Property other than as provided for under these By-laws or as approved by the Board in writing.

4.8.5 Notwithstanding By-law 4.8.2, motorcycles may be parked in Parking stalls but cannot be stored elsewhere on the Common Property. Parked motorcycles require a wooden or metal base beneath the kick stand to prevent damage to the parking stall.

4.8.6 No repairs or adjustments to motor vehicles may be carried out on the Common Property.

4.8.7 A vehicle which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the Common Property or any part thereof.

4.8.8 All motor vehicles parked on the Common Property must have valid registration and insurance.

#### 4.9 PARKING AREAS

4.9.1 No Owner or Occupant shall park his motor vehicle or automobile on any part of the Common Property unless the area is designated or allotted by the Board for his exclusive use.



- 4.9.2 Parking stalls are to be used for the parking of motor vehicles. Parking stalls and other areas in the parkade are not to be used for storage, or for keeping personal belongings, unless the items being stored are in a storage cupboard or unit that has been approved by the Board for such purpose.
- 4.9.3 Each Unit has been assigned one or more parking stalls by the Corporation, the location of which is designated on the Parking Map which is attached as Appendix 1 to these By-laws.
- 4.9.3.1 In the event that it becomes necessary to temporarily change the parking stall assignments due to parking lot repair or for any other purpose, in doing so the Board, shall have due regard to the interests of all Owners.
- 4.9.4 The parking stall or stalls assigned to any Unit by the Board are for the sole use of the Occupant of such Unit.
- 4.9.5 The Board may rent additional parking stalls to the Owners and may charge a reasonable fee for such rental.
- 4.9.6 Any Owner given the right to exclusive use of a parking stall shall be responsible for keeping such stall clean and in good repair and condition at all times during the period of such Owner's entitlement to exclusive use, such responsibility to include but not be limited to the cleaning and removal of all fluids which may have leaked from the vehicle onto the parkade floor;
- 4.9.6.1 in the event that the parking stall requires cleaning or is damaged, it shall be the responsibility of the Owner to clean and repair and if the Owner fails to clean and repair, the Corporation may clean and repair and charge to the Owner the full costs of cleaning and repair, including if necessary, the Corporation's legal costs on a solicitor and his own client indemnification basis. The costs of any cleaning and repairs made by the Corporation to an Owners stall shall be a charge against the Owner's Unit that necessitated the repairs.
- 4.9.7 No motor vehicle or automobile or any other obstacle may be left on or parked in the emergency access routes by an Owner or Occupier of a Unit.
- 4.10 PERSONAL PROPERTY AND INJURY
- 4.10.1 Neither the Corporation nor its Board Members, shall be responsible to any Owner, Tenant or occupier of a Unit, for any damage or loss whatsoever caused by or to the person or property of any Owner, Tenant or occupier of a Unit.
- 4.10.2 Subject to the Act and the By-laws, the insuring of any contents or improvements within or to a Unit is the sole responsibility of the Owner, Tenant or occupier of the Unit, and an Owner, Tenant or occupier of a Unit.
- 4.11 RECREATIONAL USE
- No portions of the Common Property (including the parking areas) shall be used for recreational purposes by any Owner and no Owner shall permit any other person to use such areas except as permitted by the Board.

#### 4.12 REPAIRS AND MAINTENANCE

- 4.12.1 The Corporation shall regularly maintain grass, trees, shrubs and all other walks in or about the common areas on behalf of the Owners and the Corporation shall maintain roadways, parking areas and common area lighting; provided, however, that the Corporation shall not be responsible for such care and maintenance of any maintenance areas which are the responsibility of individual Owners pursuant to the provisions of the By-laws.
- 4.12.2 Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to any of the Common Property by any willful or negligent acts of himself, his pets, members of his family, Tenants, invitees, contractors or licensees and should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and his own client costs, incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were unpaid Common expense charges assessed upon his Unit.

#### 4.13 SALES

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

#### 4.14 SIDEWALKS, WALKWAYS AND PARKING AREAS

- 4.14.1 The sidewalks, walkways, passages, elevators, driveways and parking areas shall not be obstructed by any Owner, his family, guests, Tenants or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units;
- 4.14.2 Parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking area which the Owner of another Unit is entitled to use and occupy.

#### 4.15 SIGNAGE ON COMMON PROPERTY

Except as otherwise permitted by the By-laws, no signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Common Property without the prior written consent of the Board.

#### 4.16 STRUCTURES ON COMMON PROPERTY

- 4.16.1 No building, structure or tent shall be erected on the Common Property except only by the Corporation.
- 4.16.2 No trailer either with or without living, sleeping, or eating accommodation and no tent, shed, or portable building shall be placed, located, kept or maintained on the Common Property except with the prior approval of the Board. If any such chattel or other item

has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner.

- 4.16.3 No part of the Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposals, fences, hedges or other barriers, or containers for the disposal of rubbish, garbage or waste except only with the prior written approval of the Board. If such approval has been given the Board may subsequently withdraw such approval, and in such event the Owner shall comply with the direction of the Board to remove such item forthwith.
- 4.16.4 No swing sets, recreational or athletic equipment shall be placed on any part of the Common Property except by the Corporation.
- 4.16.5 No garden-shed or storage shed may be placed upon or erected on any part of the Common Property except by the Corporation.

#### 4.17 TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits, restricted parking, emergency access routes, and directional controls.

## 5 THE OWNERS

### 5.1 DUTIES OF OWNERS

An Owner shall:

- 5.1.1 permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter in or on his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of inspecting, maintaining, repairing and renewing Common Property, or for the purpose of ensuring that the By-laws are being observed;
- 5.1.2 forthwith carry out all work that may be ordered by any municipal or public authority in respect of his Unit, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- 5.1.3 repair and maintain his Unit and keep it in a state of good repair including all window glazing and screens;
- 5.1.4 forthwith carry out any and all work which may be ordered by the Corporation in respect of his Unit or his exclusive use maintenance area;
- 5.1.5 not alter the appearance of the exterior of his Unit or of the building or permit to be done anything which would alter the exterior appearance of the Unit or the building;

- 5.1.6 use and enjoy the Common Property in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners or Occupants or their families or visitors;
- 5.1.7 not use his Unit or permit it to be used in any manner for any purpose which may be illegal or injurious, or that will cause nuisance or hazard to any Occupier of a Unit (whether an Owner or not) or the family of such an Occupier;
- 5.1.8 not permit his Parking Unit, if any, to be used by anyone other than a member of his household who is an occupant of his Unit, his tenant or a member of his tenant's household, his visitors and guests or other occupant of a Unit situate within the parcel;
- 5.1.9 notify the Corporation forthwith, in writing, upon any change of Ownership or of any mortgage or other dealing in connection with his Unit;
- 5.1.10 comply with and cause all his Tenants, family, visitors and other occupants of his Unit to comply with the By-laws, the Act, and regulations in force;
- 5.1.11 pay to the Corporation when due all Assessments levied in respect of his Unit together with interest on any arrears thereof, calculated from the due date until payment;
- 5.1.12 pay to the Corporation all monetary sanctions imposed on the Owner, his tenants or invitees for failure to comply with the By-laws;
- 5.1.13 pay to the Corporation all legal expenses incurred as a result of it taking proceedings to collect any Assessments levied against the Owner's Unit, or to enforce any By-laws as against the Owner, his Tenants, family, visitors and other occupiers of his Unit and such legal expenses shall be paid on solicitor and his own client indemnification basis; and
- 5.1.14 allow the Corporation entry to his Unit in the event of an emergency, for the purposes of protecting the property of other Owners or Occupiers and the property of the Corporation, and in the event his Unit is so entered, the Owner shall save harmless and indemnify the Corporation, its agents and employees from any claims arising from such entry.

## 5.2 COMMUNICATION TO THE BOARD

All suggestions, questions, concerns, complaints or requests from an Owner to the Corporation or the Board shall be in writing, addressed to the Corporation in an envelope marked to the attention of the Board of Directors and deposited in Mail Box 41 or such other location as the Board may, by Resolution, decide. The Board shall not be required to act, or be held liable for not acting, on any suggestion, question, concern, complaint or request that is not in writing and properly submitted to the Corporation.

## 6 THE CORPORATION

### 6.1 DUTIES OF THE CORPORATION

The Corporation shall:

- 6.1.1 control, manage and administer the Common Property for the benefit of all the Owners and for the benefit of the entire Condominium Corporation;

- 6.1.2 do all things required of it by the *Act*, these By-laws, and any other resolutions of the Corporation in force from time to time;
- 6.1.3 control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by the Corporation;
- 6.1.4 subject to any obligations imposed by these By-laws or by the Corporation upon any Owners to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation maintain the Common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise; provide and maintain the existing parking facilities for all the Owners; and provide and maintain reasonable outside lighting;
- 6.1.5 where practical, subject always to any obligations imposed by these By-laws or by the Corporation upon any Owners to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation (including without limitation maintenance areas), establish and maintain suitable lawns on the Common Property;
- 6.1.6 maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sewers, and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- 6.1.7 maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise the following:
  - 6.1.7.1 all outside surfaces of the Units, including without limiting the generality of the foregoing, exterior walls, exterior of the roof and all roofing materials, eaves troughs and exterior drains, exterior beams and trim, doors, windows (excluding glazing and screens which are the responsibility of the Owners), door bell buttons, and light fixtures (excluding their bulbs) attached to exterior of the Units;
  - 6.1.7.2 all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas and other common facilities;
  - 6.1.7.3 all other outside hardware and accouterments affecting the appearance, usability, value or safety of the Parcel or the Units;
  - 6.1.7.4 all utility services within, on, in, under or through the Common Property;
- 6.1.8 provide for regular collection of garbage and, if necessary, provide adequate garbage receptacles on the Common Property for use by all of the Owners and provide for regular collection therefrom;
- 6.1.9 call a general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases allow no more than fifteen months to elapse from one annual general meeting to the next;
- 6.1.10 provide and maintain in full force all such insurance as is required by the *Act* and by the provisions of these By-laws to be maintained by the Corporation;
- 6.1.11 upon written request made by a Unit Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a photocopy or certified copy of all insurance

appraisals obtained by the Corporation and all fire and other peril, and all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies or a photocopy of the same; and

- 6.1.12 indemnify every Board Member, employee or officer, and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board Member, employee 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. All liability, loss, damage, costs and expense incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provision shall be treated and handled by the Corporation as common expenses.

## 6.2 POWERS OF THE CORPORATION

The Corporation may:

- 6.2.1 purchase, hire or otherwise acquire or dispose of or deal with personal and real property for use by owners in connection with their enjoyment of Common Property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by a Special Resolution of the Corporation;
- 6.2.2 borrow moneys required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of Five Thousand (\$5,000.00) dollars on any occasion or incur aggregate indebtedness at any time exceeding Ten Thousand (\$10,000.00) dollars without such borrowing or incurring of debt being approved by Ordinary Resolution of the persons entitled to vote at meetings of the Corporation;
- 6.2.3 secure the payment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by combination of those means;
- 6.2.4 invest as it may determine, any monies in the funds for administrative expenses, to the extent permitted by law for trustees under the *Trustee Act* or any act passed in substitution therefor;
- 6.2.5 make an agreement with any Owner or Occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupier thereof and may grant a lease to an Owner under Section 50 of the *Act* (or any provision passed in substitution therefor);
- 6.2.6 grant to an Owner the right to exclusive use and enjoyment of Common Property or special privileges in respect thereof, but, except for the provision of these By-laws relating to parking privileges, any such grant shall be determinable on reasonable notice unless the Corporation by Special resolution otherwise resolves;
- 6.2.7 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 the Parking Units, if any;

- 6.2.8 do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and any part of a Unit which it may be concerned, including without restriction the following:
- 6.2.8.1 commencement and prosecution of proceedings under Section 36 of the *Act* (or any provision passed in substitution therefore) to collect a penalty contemplated thereunder;
  - 6.2.8.2 impose collect and deal with deposits for the rental of a Unit under Section 53 of the *Act* (or any provision passed in substitution therefore), provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the *Act*;
  - 6.2.8.3 give notice to give up possession of a Unit pursuant to Section 54 of the *Act* (or any provision passed in substitution therefore) and make application to the Court under Section 55 or 56 of the *Act* (or any provision passed in substitution for the said Sections) provided that such notices and such applications shall be in accordance with the provision of the *Act*;
- 6.2.9 pay an annual honorarium, salary or stipend, to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- 6.2.10 in the event of fire, gas, water leakage, or other emergency situation, force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other Owners, Occupiers and the Corporation as the case may be. The Owner or Occupier of the Unit so entered shall save harmless the Corporation, its agents and employees for any claim or damage arising from such forced entry;
- 6.2.11 on Ordinary Resolution of the Corporation require that all members of the Board be bonded by a recognized bonding institution in an amount not less than one year's common expenses, the cost of such bonding to be a Common expense of the Corporation;
- 6.2.12 impose and exact the fees and charges referred to in these By-laws.

## 7 THE BOARD

### 7.1 VESTED POWERS

The Board for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof.

### 7.2 DUTIES OF THE BOARD

The Board shall:

- 7.2.1 Cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- 7.2.2 Cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;

