



CONDOMINIUM BY-LAWS

OAK RIDGE BUSINESS CENTRE

A T-West Development Project

April 21, 2015

INDEX

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PART I: DEFINITIONS & APPLICATIONS

1. DEFINITIONS AND APPLICATIONS

These By-laws have been enacted by the Owners: Condominium Corporation 14_____ to replace the By-laws set out in the Condominium Property Act being Chapter C-22 of the Statutes of Alberta, 2000, and amendments thereto. The following definitions shall apply to all parts of these By-laws:

- (a) "Act" shall mean the Condominium Property Act being Chapter C-22 of the Statutes of Alberta, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
 - (b) "Board" mean the Board of Directors elected pursuant to part III of these By-laws;
 - (c) "Building" mean the building situate on the parcel as shown on the Condominium Plan;
 - (d) "Vendor" mean 1742050 ALBERTA LTD.;
 - (e) "By-laws" mean the By-laws of the Corporation, as amended from time to time;
 - (f) "Common expenses" means all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-laws;
 - (g) "Common Property" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
 - (h) "Condominium Plan" means the plan registered by the Vendor under the Act and referred to as Condominium Corporation No. 14_____;
 - (i) "Corporation" mean the corporation constituted under the Act by the registration of the Condominium Plan;
 - (j) "Insurance Trustee" means a trust company authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on ordinary resolution of the Corporation;
 - (k) "Insured Hazard" means fire, tempest, storm, act of God or other hazard required hereunder to be insured against by the Corporation;
 - (l) "Manager" means a person, firm or corporation appointed as manager by the Board;
 - (m) "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
 - (n) "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
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- (o) "Parcel" means the land comprised in the Condominium Plan;
 - (p) "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
 - (q) "Special Resolution" means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than 75% of the total Unit factors for all the Units, or
 - (ii) signed by not less than 75% of all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than 75% of the total Unit factors for all the Units;
 - (r) "Unanimous resolution" means a resolution
 - (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing the total Unit factors for all the Units, or
 - (ii) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws;
 - (s) "Unit" means an area designated as a Unit by the Condominium Plan;
 - (t) "Unit factor" means the Unit factor for each Unit as more particularly described in the Condominium Plan.

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 therefore or replacement thereof, unless the context otherwise requires.

These By-laws are to be read with all changes of number and gender required by the context.

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

PART II: THE OWNERS

2. DUTIES OF OWNERS

An owner shall:

- (a) Permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewer lines and other facilities for the furnishing of utilities capable for being used in connection with the enjoyment of any other Unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the By-laws are being observed;
 - (b) Forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit; other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
 - (c) Repair and maintain his Unit and all windows, all doors and overhead doors (the term "windows" to hereinafter include overhead doors) in or attached to the Unit (whether or not such windows or part thereof are part of the common property), damage by Insured Hazard excepted;
 - (d) Use and enjoy the common property in such manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or their customers;
 - (e) Not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased or that will cause nuisance or hazard to any occupier of a Unit;
 - (f) Notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with this Unit;
 - (g) Comply with and cause all his tenants, visitors and other occupants of his Unit to comply with the By-laws and the regulations (if any) of the Corporation in force from time to time;
 - (h) Pay to the Corporation when due all common expenses levied or assessed against his Unit together with interest on any arrears thereof at the rate of eighteen (18%) per cent per annum calculated from the date due until payment.
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PART III: THE CORPORATION

3. BOARD OF MANAGEMENT OF THE CORPORATION AND ELIGIBILITY FOR THE BOARD

- (a) The Board, for the benefit of the Corporation and all owners and mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board (subject to the following) shall consist of three persons and shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting); but where there are not mortgagees and not more than three owners, the Board shall consist of all owners or such person or persons in such number as the owners of all Units may designate. If a Unit has more than one owner, only one such owner may sit on the Board at one time.
- (b) Ownership of a Unit is not necessary for election and membership on the Board, and any person who has attained the age of majority shall be eligible for nomination and election to the Board; provided that no Owner who is indebted to the Corporation for an assessment or assessments which are more than 30 days overdue after written notice of default shall be eligible for election or membership on the Board; and
- (c) At any election 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.

4. REMOVAL OR DISQUALIFICATION FROM THE BOARD

- (a) Except where the Board consists of all the owners, the Corporation may by resolution at an extraordinary general meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting;
 - (b) The office of a member of the Board shall, ipso facto, be vacated:
 - (i) if he becomes insolvent; or being more than 30 days in arrears in payment of any instalments or payment required to be made by him as an owner as herein set forth, he fails to cure his default within ten (10) days after written notice from any other Board member requiring him to cure such default;
 - (ii) if he becomes of unsound mind, mentally incompetent, a lunatic, or dies;
 - (iii) if he is convicted of an indictable offence;
 - (iv) if he resigns his office by writing, served upon the Corporation;
 - (v) if he becomes absent from meetings of the Board for three (3) months without leave and his co-members resolve at two (2) meetings of the Board held at least seven (7) days apart that his
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office be vacated.

5. CASUAL VACANCY

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

6. QUORUM FOR MEETING OF THE BOARD

Quorum of the Board is a majority of its members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due notice of the meeting.

7. CHAIRMAN OF THE BOARD

The President, shall act as Chairman of the Board. In the absence of the President at any meeting of the Board then at the commencement of such meeting, the Board shall elect a Chairman for the meeting.

8. VOTING AT BOARD MEETINGS

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

9. DUTIES OF THE CORPORATION

The Corporation shall:

- (a) Control, manage and administer the common property for the benefit of all the owners and for the benefit of the entire project;
 - (b) Do all things required of it by the Act, these By-laws, the common property rules and other rules and regulations of the Corporation in force from time to time;
 - (c) Where practical (subject always to any obligations imposed by these By-laws or 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, establish and maintain suitable lawns on the common property;
 - (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cable, ducts, conduits, sumps, plumbing, sewers, and other facilities for the furnishing of utilities used in connection with the enjoyment of more than one Unit or the common property; and
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- (e) Upon written request therefore made by a Unit owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such owner or mortgagee, provide such owner or mortgagee with either a duplicate original or certified copy of all fire and other peril, all boiler and all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies; and further shall without request therefore being required, provide the same to the registered first mortgagee of any Unit who has notified the Corporation of its mortgage, including all renewal certificates or replacing policies issued at any time and from time to time while such mortgage remains un-discharged;
- (f) Call a general meeting of the owners and mortgagees once in each calendar year, and in all cases allow no more than fifteen months to elapse from one general meeting to the next;
- (g) Control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation;
- (h) Provide adequate garbage receptacles on the common property for use by all of the owners and provide for regular collection there from;
- (i) Subject to any obligations imposed by these By-laws or 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 adequate parking facilities for all the owners; and provide and maintain reasonable outside lighting;
- (j) Maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
- (i) all outside surfaces of the Units, including without limiting the generality of the foregoing, roofing materials and exteriors of roofs, exteriors of walls, eaves troughs and exterior drains, and exterior beams and trim (but excluding doors, windows and overhead doors which shall be the responsibility of the Unit owner);
 - (ii) all fencing, posts, driveways and sidewalks;
 - (iii) all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the parcel or the Units;
 - (iv) all utility services within, on, in, under and through the common property;(v)all roadways, curbs, sidewalks, parking areas and other common facilities, including such obligations as might be required by Joint Access Easements or Road Use Agreements;
- (k) 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 and enter into insurance trust agreements from time to time as required by the Insurance Trustee and approved by the Board;
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10. POWERS OF THE CORPORATION

The Corporation may:

- (a) Purchase, hire or otherwise acquire personal and/or real property for use by the Corporation, or by the owners in connection with their enjoyment of common property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by special resolution of the Corporation;
- (b) Borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of \$2,000.00 on any single occasion or incur aggregate indebtedness at any time exceeding \$15,000.00 without such borrowing or incurring of debt being approved by ordinary resolution of the Corporation;
- (c) Secure the payment 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 combination of those means;
- (d) 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 of Alberta;
- (e) Make an agreement with any owner or occupier of a Unit for the provision of amenities of services by it to the Unit or to the owner or occupier thereof;
- (f) Make regulations regarding parking requiring all or some of owners' employees to park off the common property and to impose reasonable penalties against any individual Unit owner for violation arising there from;
- (g) 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 the Units with which it may be concerned;
- (h) Impose and exact the fees and charges referred to in section 16 (d) hereof.

11. OFFICERS OF THE CORPORATION

The Board shall from time to time elect a President.

12. DUTIES OF THE OFFICERS

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

13. SEAL OF THE CORPORATION

The Corporation shall have a seal which shall at no time be used except as necessary to be affixed to a document requiring the signature of a Director or Manager.

14. SIGNING AUTHORITIES

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

15. DUTIES OF THE BOARD

The Board shall:

- (a) Cause minutes to be kept of its proceedings;
 - (b) Cause minutes to be kept of general meetings;
 - (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place;
 - (d) Cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures thereof for each annual general meeting;
 - (e) On application of an owner or mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any owner or mortgagee who makes specific request therefore copies of all minutes of meetings of the Corporation and of the Board;
 - (f) On application of an owner or mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to common expense assessments and with regard to fulfilment of all owners' obligations in connection with the project and/or his Unit and copies of current financial statements and/or statements of common expenses of the Corporation;
 - (g) Cause to be assessed to each owner in proper proportion his contribution towards common expenses and reserve funds for future maintenance and other common expenses and enforce payment of same as more particularly hereinafter set forth;
 - (h) Upon the written request of an owner, purchaser or mortgagee of a Unit provide the particulars and materials required to be provided under section 44 of the Act, or any provisions passed in substitution therefore;
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- (i) At all times keep and maintain in force all insurance required hereunder and by the Act to be maintained by the Corporation and from time to time settle, determine and enter into insurance trust agreements in form and on terms required by the Insurance Trustee;
 - (j) Without limitations of its other duties and powers, exercise and perform the powers and duties of the Corporation under these By-laws;
 - (k) Create, maintain and exact by common expense levy, a capital replacement reserve fund in accordance with the provisions of the Act.

16. POWERS OF THE BOARD

The Board may:

- (a) Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven days' notice of a meeting proposed by him specifying the reason for calling the meeting and the time and place of the meeting;
 - (b) Employ or authorize a Manager to perform under the direction of the Board such of its duties as the Board sees fit.
 - (c) Subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation; and
 - (d) Set and charge, for and on behalf of the Corporation, reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or hereunder.
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PART IV: GENERAL MEETINGS

17. PROCEDURE AT MEETINGS

- (a) All meetings of the Board and general meetings shall be conducted according to the parliamentary rules of procedure set out in the most recent (from time to time) edition of Roberts Rules of Order; and
- (b) All general meetings other than annual meetings shall be called extraordinary general meetings.

18. CONVENING OF MEETING

The Board may, whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to both representing fifteen (15%) percent of the total Unit factors for Units, convene an extraordinary general meeting. The Board will convene annual general meetings as and whenever required by the provisions of these By-laws.

19. NOTICE OF MEETINGS

Seven (7) days' notice of every general meeting specifying place, date and hour of the meeting and, in case of special business, the general nature of that business, shall be given to all owners and registered first mortgagees who have notified their interests to the Corporation, but accidental omission to give that notice to any owner or to any registered first mortgagee, or non-receipt of that notice by any owner or any first mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before or after the meeting and a waiver shall cure any defect in the giving of or any failure to give notice.

20. BUSINESS

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

21. CHAIRMAN OF MEETING

The President shall act as chairman of the meeting. In the absence of the President then at the commencement of the meeting a chairman of the meeting shall be elected.

22. QUORUM REQUIRED

Except as otherwise provided in these By-laws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing no less than one-half (½) of the Units constitute a quorum at any general meeting.

23. ADJOURNMENT FOR LACK OF QUORUM

If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present constitute a quorum.

24. RESOLUTION

At any meeting a resolution moved or proposed at the meeting shall be decided on a show of hands, unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried is conclusive proof of the fact, without proof of the number or proportion of votes recorded in favour of or against such resolution, but a demand for a poll may be withdrawn.

25. METHOD OF TAKING A POLL

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

26. VOTING

On a show of hands each person entitled to vote shall have one vote; on a poll the votes of persons entitled to vote shall correspond with the Unit factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a special resolution or unanimous resolution, all matters shall be determined by a simple majority vote.

27. MANNER OF VOTING

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

28. PROXIES

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

29. ENTITLEMENT TO VOTE

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

- (a) Such restrictions (if any) as are set out in the Act;
- (b) Where an owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation; a power of voting conferred upon such owner by the Act or by these By-laws:
 - (i) if a unanimous resolution is required, may not be exercised by the owner, but is exercisable by the registered mortgagee first entitled in priority; and
 - (ii) in other cases, is exercisable by the mortgagee first entitled in priority, and may not be exercised by the owner if such mortgagee is present personally or by proxy;

and this provision shall apply whether or not section 34 of the Act continues in force in its form at the time of the registration of the Condominium Plan, unless the Act is amended to require otherwise.

30. VOTE BY CO-OWNERS

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

31. SUCCESSIVE INTERESTS

Where owners are entitled to successive interests in a Unit, the owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll, and this By-law is applicable whether by the Act a unanimous resolution of owners is required or not.

32. TRUSTEE VOTE

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

33. SIGNED RESOLUTIONS

- (a) A resolution of the Board in writing signed by all of its members shall be as effective as a resolution passed at a Meeting of the Board duly convened and held;
- (b) subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in By-law 1(r) shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be a Special resolution; and any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in By-law 1 shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be a Unanimous Resolution.

34. OBSERVANCE OF BY-LAWS AND SEVERABILITY

The Corporation, the Board and all owners, tenants and other occupants of Units shall observe and obey all such By-laws as are applicable to each of them and as amended from time to time, whether or not such By-laws or any parts thereof are registered at the Land Titles Office.

If any provision or provisions of these By-laws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these By-laws and the remaining provisions of these By-laws shall remain in full force and effect as if the severable provision or provisions had not been included in these By-laws.

35. AMENDMENT OF BY-LAWS

The By-laws or any of them may be added to, amended or repealed by special resolution of the Corporation and not otherwise. Except where By-laws are amended by a signed special resolution under By-law 33(b) hereof, thirty (30) days prior notice of any proposed changes to the By-laws must be given to all mortgagees who have notified their interest to the Corporation, such notice to specify the changes that are proposed or to be considered.

PART V: MISCELLANEOUS PROVISIONS

36. FINANCIAL STATEMENT

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

37. EXPENDITURES BY MANAGER

Any Manager appointed by the Board may from time to time make expenditures not to exceed \$1,000.00 without specific approval of the Board, but any expenditure in excess of \$1,000.00 must be approved by the Board.

38. ESTOPPEL CERTIFICATES

Any certificates as to an owner's position with regard to common expense assessments or otherwise, issued by the Corporation and signed by at least one Board member or the Manager, shall be deemed an estoppel certificate, and the Corporation and all of the owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit owner; but this shall not prevent the enforcement against the Unit owners of all obligations of the Unit owners whether improperly stated in such estoppel certificate or not.

39. MORTGAGEES REPRESENTED ON BOARD

Notwithstanding By-law 3(b) hereof, a Mortgagee or Mortgagees of the Unit or Units (or a nominee or other representatives of the Mortgagee(s) may sit on the Board of Managers whether or not there shall be arrears in the assessments against the Unit or Units on which his (or their) mortgage or mortgages are held.

40. NOTICE OF DEFAULT TO MORTGAGEE

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

41. CASH RESERVES

The Board shall provide for the maintenance of such cash reserves for replacement of improvements and equipment and of such operation reserves as it deems desirable from time to time or is mandated by law.

42. NOTICE

Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

- (a) Upon the Corporation, if given as set out in the Act;
- (b) Upon an owner, by delivery by hand to the owner (and if there is more than one owner of a Unit then to any one of such owners) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the owner at the municipal address of his Unit; and
- (c) Upon a mortgagee of a Unit, by delivery by hand to the mortgagee (or if a Corporation to a person in authority with such mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the mortgagee at the municipal address of such mortgagee notified to the Corporation; provided however, that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken, involve or include amendment of these By-laws or the winding up of the Corporation shall (if given by mail) be given by prepaid registered mail addressed to the Mortgagee as aforesaid.

The corporation may change its address for service by resolution of the Board and the filing of a notice of change in the form prescribed by or under the Act at the Land Titles Office. A mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing; provided however, that if there shall be an interruption of mail service, the notice shall not during such interruption be given by mail but shall be given by personal delivery or personal service.

43. INSURANCE

- (a) the Board on behalf of the Corporation shall obtain and maintain at all times insurance on all of the Units excluding chattels brought into or installed in Units by Unit owners), and all the insurable common property and all insurable property both real and personal of any nature whatsoever of the Corporation, as well as such amount per square foot as the Board determines is the average degree of interior fit up and improvements by the Owner within their Units to the full replacement value thereof against damage or loss by the perils referred to in the Act and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation;
 - (b) All insurance so placed shall contain a provision that no breach of any statutory condition or other condition of any policy by any Unit owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Unit 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 is concerned;
 - (c) Nothing in this clause 43 shall restrict the right of Unit owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their personal liability as permitted
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by the Act or as otherwise permitted by law.

- (d) Notwithstanding the foregoing an owner may, and upon the written request of his mortgagee an owner shall, carry insurance on his own Unit as permitted by the Act, 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 a Unit owner.
 - (e) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by owners or their mortgagees.
 - (f) Policies of physical damage insurance may only contain coinsurance on a stated amount basis (and not on any other basis) and only if and as long as the requirements to appraise are met.
 - (g) The Board shall also contain and maintain public liability insurance insuring the Corporation, the Board and the owners against any liability to third parties or to the owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units therein, and all common property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than \$2,000,000.00 for any one person injured or for any one accident and shall not be less than \$2,000,000.00 for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured.
 - (h) All policies of insurance shall name as insured both the Corporation and the owners from time to time of all Units within the parcel, and the Board shall also as aforesaid be covered under the liability policy.
 - (i) All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all of the insured including all mortgagees of Units who have given prior written notice to the Corporation of their interests.
 - (j) The Corporation shall, immediately upon the occurrence of any substantial damage, that is to say any damage in excess of \$5,000.00, to any of the improvements forming part of the condominium property, notify the mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by personal delivery or by registered mail.
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PART VI: OCCUPATION AND USE OF UNITS

44. OWNER'S USAGE

- (a) An owner shall not:
 - (i) use his Unit for any purpose that may be illegal or injurious to the Building or the Parcel;
 - (ii) make unreasonable noise in or about any Unit or common property including the projection of music, radio or other communication by speaker or any such device into the common property;
 - (iii) keep any animals in his Unit or on the common property;
 - (iv) operate a business from its Unit whereby the business retails, rents, or otherwise markets:
 - (1) X-Rated Videos; or
 - (2) Escort Services.
- (b) An owner shall not obstruct or interfere with any other owner's access to his Unit or any privacy area given to any other owner's or third parties exclusive use by the Corporation.

45. COMMERCIAL USE ONLY

Each Unit shall be occupied only as a commercial premise by the owner of the Unit or a tenant of the owner, and for the purposes of this By-Law "commercial premises" means a Unit occupied or intended to be occupied for a commercial or industrial purpose where such purpose is allowed pursuant to applicable municipal By-Law.

46. ALTERATIONS

No alterations, additions, decoration, redecoration, changes or installations shall be made on or adjoining the outside of any Units by any owner without the prior consent in writing of the Board; and no structural alteration shall be made to the outer boundary of any Unit including walls (whether partition walls, bearing walls or otherwise), ceiling and floor or to any bearing walls or structures within the Unit, or to any exterior door or window and no changes shall be made in the plumbing, drainage system or electrical system within or outside any Unit, by any owner without the prior written consent of the Board.

47. FIRE HAZARD & HAZARDOUS WASTE

- (a) Without the approval of the Board, no owner shall do or permit anything to be done in the parcel or in any Unit, or bring or keep anything thereon which will in any way increase the risk of fire,
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exposure to hazardous materials, or the rate of availability of fire insurance on any building comprising part of the condominium or on 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, provincial environmental regulations, or with any insurance policy upon any building comprising part of the condominium or any part thereof, or conflict with any of the rules or ordinances of the Municipal Health Department or with any statute or municipal By-law or with any other law whatsoever.

- (b) Where, with Board approval, a use is permitted which increases the risk of fire or the rating for insurance purposes, the Board may levy against such Unit a special surcharge to cover the additional costs.

48. WATER

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

49. PLUMBING

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

50. COMBUSTIBLE MATERIALS

Combustible materials shall be stored on site only in accordance with Provincial and Municipal standards applicable.

51. SIGNS

No signs, billboards or other advertising matter of any kind and notices of any kind as described as follows may be placed on any part of the common property without the prior written consent of the Board, acting reasonably:

- (a) Building signage shall be placed in locations as set out in Schedule "A";
- (b) Any owner attaching signage to the building shall be billed by the corporation for the estimated cost of any repairs to the buildings exterior or electrical systems. In the event any estimate is inadequate the owner shall be billed for any further costs;
- (c) All owners shall maintain signage in proper working order and in an aesthetically pleasing manner.
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52. 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.

53. WINDOWS

No awnings or shades shall be erected over the outside of the windows, nor shall any articles be hung or placed on any outside window sills of a Unit, except with the approval of the Board.

54. DEBRIS

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

55. TENANTS AND OCCUPIERS

An owner who leases or grants possession of his Unit to any tenant or occupier shall:

- (a) Cause the tenant or occupier to undertake in writing to be bound by and comply with the By-laws of the Corporation; and
- (b) Give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by the By-laws of the Corporation; provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all By-laws by all persons using or occupying his Unit.

56. GARBAGE

Owners shall deposit their garbage as directed by the Board, and shall observe all By-laws and regulations of the local authority in that regard.

57. NOISE

In keeping with the commercial nature of the building, owners, tenants, visitors and employees shall not create or permit creation of or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may unreasonably disturb the comfort and quiet enjoyment of the property by other owners, visitors, and persons having business with them; and no noise caused by any instrument or other device or otherwise, which in the opinion of the Board may disturb the comfort of the other owners shall be permitted.

58. HEALTH

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

59. PRIVACY

All owners shall respect the privacy of other occupants of the development.

60. OBSTRUCTIONS

No owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, 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 privacy area adjoining his Unit without the prior written consent of the Board. The consents required by this By-Law may be arbitrarily withheld.

61. PARKING AREAS

- (a) All parking stalls are for the common use of all owners. The Board may enact rules and regulations restricting employee/owner parking on the lands.
- (b) Any owner may install metered power outlets at his sole expense and risk and subject to the common ownership of the stalls.

62. MOTOR VEHICLES

- (a) No motor vehicle shall be driven on any part of the property other than on an area designated for traffic;
 - (b) No overweight vehicles or vehicles with lugs shall be parked in any parking spaces or placed upon any common area without the prior written consent of the Board.
 - (c) Any damage caused to common areas by a Unit owner or occupier shall be promptly reported and repaired by that Unit owner.
 - (d) No repairs or adjustments to motor vehicles or automobiles may be carried out on the common property, except with the permission of the Board.
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PART VII: PROVISIONS GOVERNING THE USE OF COMMON PROPERTY

63. USE AND ENJOYMENT

The Owners of each Unit shall have in common with other Owners the right to the use and enjoyment of the common property of the Corporation.

64. SIDEWALKS AND WALKWAYS

- (a) Sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any owner, tenants or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units; and parking areas shall not be used for any purpose other than the parking of motor vehicles and no owner shall trespass in any parking areas or upon any parking plug-in facility which the owner of another Unit is entitled to use and occupy exclusively.
- (b) Each owner shall, notwithstanding any snow clearance or ice removal by the Corporation, be responsible for ensuring that the sidewalk adjacent to his Unit is free from ice and snow.

65. LANDSCAPING AND OTHER COMMON PROPERTY

Owners and their 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 Building 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.

66. ANIMALS ON COMMON PROPERTY

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

67. COMBUSTIBLE MATERIAL ON COMMON PROPERTY

No stores of gasoline or any other combustible or inflammable or hazardous goods or materials, and no offensive goods, provisions or materials of any kind shall be kept on any part of the common property, except with the consent of the Board and subject to the provisions of paragraph 50.

68. ANTENNAS

Antennas, aerials, towers, satellite dishes or appurtenances thereto may be erected on the common property in locations approved by the Board, acting reasonably.

69. PERSONAL PROPERTY

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever in the parking areas provided in the common property, nor will it be responsible for any loss or damage from any cause whatsoever to any contents in any Unit. The insuring of any contents within the Units is the sole responsibility of the individual owners.

70. SALES

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

71. TRAFFIC SPEED AND DIRECTIONAL CONTROL

All owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the parcel including, without limiting the generality of the foregoing, speed limits and directional controls.

PART VIII: MISCELLANEOUS

72. MAINTENANCE

- (a) Each owner shall be responsible for ice and snow removal from his own Unit's front steps and from the sidewalks adjoining such Unit. The Corporation shall regularly maintain grass, trees, shrubs and walks in or adjoining common areas on behalf of the owners proportionally; and the Corporation shall maintain roadways, parking areas and other common area lighting;
- (b) 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 or repair; and the owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such maintenance or repairs; and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were common expense charges assessed upon his Unit;
- (c) Notwithstanding anything to the contrary herein express or implied, each owner shall be responsible for damage caused to all items referred to in By-law 9(j) hereof by any wilful or negligent acts of himself, his tenants, his invitees, employees, contractors or licensees that are not required by these By-laws to be insured against by the Corporation (or in fact insured against by it whether required or not) ; and should any owner fail to repair in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation; and such monies shall be a charge upon his Unit to the same extent as they would be if they were common expense charges assessed upon his Unit.

73. COMMON EXPENSES

The common expenses of the Corporation shall, without limiting the generality of the definition thereof in Part I hereof, include the following:

- (a) All levies or charges on account of electricity, water, gas and fuel services supplied to the Corporation;
 - (b) The cost of and charges for all management fees;
 - (c) All costs and charges on account of landscaping, and maintenance of and snow removal from
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common property;

- (d) All reserves for repairs and replacements of common property and portions of Units or buildings, the repair or replacement of which is the responsibility of the Corporation;
- (e) All costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible;
- (f) All costs of and charges for maintenance and repair of common property for which the Corporation is responsible;
- (g) All costs of and charges for insurance for which the Corporation is responsible;
- (h) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal and accounting fees and disbursements;
- (i) Reserves for the Capital Replacement Reserve Fund;
- (j) All salaries and other benefits for services of any caretakers or maintenance personnel;
- (k) The amount of all costs and expenses whatsoever, including without limitation all maintenance and repair costs, taxes, financing charges, common expense Unit charges, and all utilities charges for or in respect of any Unit owned by the Corporation itself.

74. ASSESSMENT FOR COMMON EXPENSES

- (a) At least thirty (30) days prior to the beginning of each calendar year, the Board or, at its request the Manager shall estimate the amount of the common expenses that will be incurred or required in such calendar year (including a reasonable allowance for contingencies and replacements, plus any deficiencies from the previous year, less any expected income and any surplus from the fund collected in the previous year plus any amounts required for the Capital Replacement Reserve Fund) which estimate of common expenses is herein called "estimated common expenses". Each year's estimated common expenses shall be apportioned, levied and assessed to and upon the owners in proportion to the Unit factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Board may levy and assess the owners in like proportion for costs and charges for common expenses estimated or incurred from the date of registration of the Plan, as the Board may determine. If the amounts so estimated prove inadequate for any reason, including non-payment of an owner's assessment, the Board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board or the Manager with the consent of the Board shall designate, and further
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pay interest on all assessments or payments in arrears at the rate of 18% per annum calculated from the due date until payment.

(b) The omission by the Board before the expiration of any year to fix the assessments hereunder for that or for the next year shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release of the owner or these By-laws, or release of the owner or owners from their obligations to pay the assessments, or any instalments thereof for that or any subsequent year; but the monthly instalment fixed for the preceding year shall continue until new instalments are fixed. No owner can exempt himself from liability for his contributions towards the common expenses by waiver of use or enjoyment of any of the common property, or by vacating or abandoning his Unit;

(c) The Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the common property specifying and itemizing the common expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an owner at convenient business hours on weekdays.

75. DEFAULT IN PAYMENT OF ASSESSMENTS AND LIENS FOR UNPAID ASSESSMENTS, INSTALMENTS AND PAYMENTS

(a) The Corporation shall and does have a lien and charge upon and against the estate or interest of the owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first paramount lien against such estate or interest, subject only to the rights and priorities of the mortgagee under any mortgage registered against such Unit prior to the date that the assessment, instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such owner, but subject also to the provisions of the Act and the Land Titles Act of Alberta. The Corporation shall have the right to file a caveat against the Unit title or interest of such owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so often as there shall be any such unpaid assessment, instalment or payment; provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting owner the costs (including without limitation legal costs on a solicitor-and-client basis) incurred in preparing and registering the caveat and realizing upon and enforcing the charge caveated, and shall not be obliged to discharge any caveat until all arrears of the owner (including interest and all such costs) are fully paid;

(b) Any other owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment (plus interest and costs if any) after the expiration of thirty (30) days following the due date for payment by the owner in default with respect to a Unit, and upon such payment being made such party, person, firm or corporation shall have a first paramount lien, subject to the estates or interest hereinbefore mentioned; and shall be entitled to file a caveat in respect of the amount so paid on behalf of the owner in default; and shall be entitled to enforce his lien thereby created in accordance with the other terms and conditions of this provision.

(c) Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment (together with interest and costs as aforesaid) shall be a

separate, distinct and personal debt and obligation of the owner against whom the same is assessed and such subsequent owners as the Act may provide and collectable 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.

76. VENDOR'S USE OF PROPERTY

The Vendor shall be entitled to use of the common property areas for the purpose of displaying signs to indicate the sale of Units, and will be entitled to effect all other reasonable use of the common property and Units to assist in selling any of the Units, including the use of show suites for such purposes, and including bringing and allowing prospective purchasers in and upon the condominium property and portions thereof.

Enacted this _____ day of _____, 2014.

The Owners: Condominium Corporation No. 14 _____

Per:
