

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>IN TOTAL SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT ON FEBRUARY 6, 2002, AS INSTRUMENT NO. 021 045 238</p>	
<p><i>Alberta Personal Information Protection Act</i> S.A. 2003 C. P-6.5 ("PIPA") "The Board of Directors shall endeavour to keep individual owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the unit owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation."</p>	
<p>NOTE: These Bylaws have been passed by Condominium Corporation No. 931 1680 for the purpose of repealing, replacing and substituting the Bylaws registered in the South Alberta Land Registration District on February 6, 2002, as Instrument No. 021 045 238.</p>	<p>1.1 These By-laws have been enacted by insert to replace the By-laws set out in the Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 1980. and amendments thereto. The following definitions shall apply to all parts of these By-laws:</p>
<p>DEFINITIONS AND INTERPRETATIONS 1.1 In these Bylaws unless the context or subject matter requires a different meaning:</p>	
<p>a) "Act" means the <i>CONDOMINIUM PROPERTY ACT</i>, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor or amendment thereof;</p>	<p>1.1 (a) "Act" shall mean the Condominium Property Act, being Chapter 0-22 of the Revised Statutes of Alberta, 1980, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;</p>
<p>b) "Architectural Standards" means those limitations and specifications limiting, restricting and otherwise affecting the use and appearance of the units, including any improvements thereto, all as prescribed by the Board from time to time;</p>	
<p>c) "Board" means the Board of Directors of the Corporation;</p>	<p>1.1 (b) 'Board" means the board of Directors elected pursuant to these By-laws, which shall constitute the board of managers referred to in the Act;</p>
<p>d) "Boat Sheds" means the buildings and all related improvements situated on Unit 5 that were built by the Developer for the purpose of providing additional storage for Owners, the cost of which is shared by holders of the rights to the storage areas in each building;</p>	
<p>e) "Boat Shed Registry" means a written record prepared and maintained by the Corporation from time to time, listing the holders of the rights to each storage area;</p>	
<p>f) "Building" means for the purposes of the Bylaws and the Act any building erected on a Unit which shall thereupon become part of the Unit;</p>	<p>1.1 (c) "Building" means for the purposes of the By-Laws and the Act any building erected on a Unit which shall thereupon become part of the</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	Unit;
g) <u>"Bylaws"</u> means the Bylaws of the Corporation, as amended from time to time;	1.1 (d) "By-laws" means the by-laws of the corporation, as amended from time to time;
h) <u>"Capital Replacement Reserve Fund"</u> means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation and the common property;	
i) <u>"common expenses"</u> (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the common property or expenses incurred by the Corporation behalf of all owners;	1.1 (e) "Common Expenses" in these By-Laws includes Utility Expenses, Restricted Expenses or Tax Expenses;
j) <u>"common property"</u> means any portions of the condominium plan lands which are designated as common property and so much of the Parcel as is not comprised in or does not form part of any unit, including all underground utilities and lines and shall include the common property units owned by the Corporation for the benefit of all owners;	1.1 (f) "Common Property" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan and such portions of a reduced Unit as may be designated by agreement between the Corporation and the Developer to be Common Property. For the purposes of these by-laws, Common Property shall include those Units comprising streets, roads and recreational areas not including Units on which residential premises may be constructed;
k) <u>"condominium plan"</u> means the bare land condominium plan registered at the Land Titles Office under the Act as No. 931 1680 and includes any redivision plans registered under the Act;	1.1 (g) "Condominium Plan" means the plan registered under the Act as 9311680;
l) <u>"Corporation"</u> means the corporation constituted under the Act by the registration of the condominium plan whose legal name is "Condominium Corporation No. 931 1680";	1.1 (h) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
m) <u>"Developer"</u> means Little Bow Resort Inc.;	1.1 (i) "Developer" means Little Bow Resort
n) <u>"General Meeting"</u> includes both Annual and Extraordinary General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;	
o) <u>"Insurance Trustee"</u> means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;	
p) <u>"Interest Rate"</u> means eighteen (18%) per cent per annum or such lesser or	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
greater rate as is equal to the maximum rate permitted under the Regulation to the Act;	
q) <u>"Manager"</u> means any property manager contractually employed or appointed by the Board from time to time to manage the day to day affairs of the Corporation;	1.1 (j) "Manager" means a person, firm or corporation appointed as manager pursuant to By-law 16.2 hereof, or any successor contractually appointed by the Board;
r) <u>"occupant" or "tenant"</u> means the rightful and lawful occupant or lessee of a unit, whether or not the occupant is an owner, and includes all family members, invitees, licensees, servants and guests of such occupant or tenant;	
s) <u>"ordinary resolution"</u> means a resolution:	
i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or	27.1 Except for matters requiring a special resolution or unanimous resolution, all matters shall be determined by a majority vote. 25.1 In the case of a tie in a vote taken at an annual general meeting or a general meeting, whether on a show of hand or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.
ii) in writing signed by not less than 51% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 5001 of the unit factors for all of the units;	
t) <u>"owner"</u> means a person who is registered as the owner of the fee simple estate in a unit and where the term "owner" is used in Bylaw 61, that term includes a tenant;	1.1 (j) "Owner" or "Unit Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
u) <u>"parcel"</u> means the land comprised in the condominium plan;	1.1 (l) "Parcel" means the land comprised in the Condominium Plan;
v) <u>"project"</u> means all of the real and personal property and fixtures comprising the parcel land which constitute the units and common property;	
w) <u>"Recreation Vehicle or Trailer"</u> means a portable structure intended as temporary accommodation for travel, vacation or recreational use. Such a structure includes a tent, pull trailer, tent trailer, truck camper, motor home, park model or fifth wheel trailer.	
x) <u>"special resolution"</u> means:	1.1 (q) "Special Resolution" means a resolution:
i) a resolution passed at a properly convened meeting of the Corporation, of which at least thirty (30) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws and representing not less	(i) passed at a properly convened meeting of a corporation by a majority of not less than seventy-five (75%) percent of all persons entitled to exercise the powers of voting conferred by the Act or the by-laws and representing not less than seventy-five (75%) percent of

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
than 7500 of the unit factors for all the units; or	the total Unit Factors for all the Units; or
ii) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 7500 of the unit factors for all the units;	(ii) signed by not less than seventy-five (75%) percent of all person who, at a properly convened meeting of a Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units.
y) "unit" means land that is situated within the parcel and is described as a unit in the condominium plan by reference to boundaries governed by monuments placed pursuant to the provisions of the <i>SURVEYS ACT</i> , respecting subdivision surveys;	1.1(s) "Unit" means an area designated as a Unit by the Condominium Plan;
z) "unit factor" means that fraction expressed in ten-thousandth shares that each unit owns in the common property and as is more particularly specified or apportioned and described in and set forth on the bare land condominium plan;	1.1 (t) "Unit Factor" means the Unit Factor for each Unit as more particularly described in the Condominium Plan;
aa) "Utility Expenses" means expenses incurred by the Corporation to supply utilities or services to one or more units allocated pursuant to subsection 4 i) to the units so supplied.	1.1(u) "Utility Expenses" means expenses incurred by the Corporation to supply utilities or services to one or more Units, allocated pursuant to sub-section 3.1(f) to the Units so supplied.
	1.1 (k) "Mortgagee" means the holder of a mortgage registered against the title to one or mor9 Units;
	(m) "Owners Contribution" includes Common Expenses, Tax Expenses, Utility Expenses and any other expenses assessed to a Unit pursuant to the Bylaws or the Act;
	(o) "Person" includes a corporation, and the heirs, executors; administrators or other legal representatives of a person;
	1.1 (p) "Restricted Facilities" means facilities constructed by the developer for the benefit of Unit Owners or by the Condominium Corporation on behalf of all Unit Owners which facilities shall be for the provision of some service or benefit to the Owners;
	1.1 (r) ("Unanimous Resolution" means a resolution:

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	(i) passed unanimously at a properly convened meeting of a Corporation by all the persons entitled to exercise the power 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 a Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws.
1.2 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the <i>LAND TITLES ACT</i> of Alberta or the <i>LAW OF PROPERTY ACT</i> of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor.	End of 1.1 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.
1.3 Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.	End of 1.1 These By-laws are to be read with all changes of number and gender required by the context.
2. MISCELLANEOUS PROVISIONS The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.	1.2 The headings in the body of this By-law form no part of this By-law but shall be deemed to be inserted for convenience of reference only.
b) <u>RIGHTS OF OWNERS</u> The rights and obligations given or imposed on the Corporation or the owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the owners under the Act.	
c) <u>CONFLICT WITH ACT</u> If there is any conflict between the Bylaws and the Act, the Act prevails.	1.2 Expressions defined in sections 1(1) and (2) of the Act have the same meaning in these By-laws. 1.3 If there is any conflict between these By-laws and the Act, the Act prevails.
d) <u>EXTENDED MEANINGS</u> If and whenever reference hereunder is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.	
DUTIES OF THE OWNERS	
3. An owner SHALL:	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
a) repair, maintain and replace:	
i) the exterior of the Building on his unit and all improvements and additions thereto;	
ii) all windows, doors and roof of the Building on the unit; and	
iii) all exterior features including but not limited to driveways, walkways, decks, patios and all landscaping improvements;	
b) not construct, erect, install or place any Building, structure, improvement, dwelling, or landscaping of any kind, type or shape whatsoever on his unit EXCEPTING ONLY those which comply in every respect with the Architectural Standards and have been approved by the Board;	2.1 (g) not make structural, mechanical or electrical alterations to his Unit or the Common Property without the prior written consent of the Board, which shall not be unreasonably withheld;
c) i) be entitled for four (4) years from the acquisition date of the unit by the first owner from the Developer to bring on to the unit only one (1) Recreational Vehicle or Trailer;	37.2(a) after four years from the date of registration of the Condominium Plan herein (that being registered September 3, 1993), use any Unit for the purpose of parking Recreational Vehicles unless expressly permitted by the Corporation and its Board;
ii) with respect to any such Recreational Vehicle or Trailer brought onto a unit, meet any requirements stipulated by the Board with respect to age and general condition of that vehicle;	
iii) ensure that all plans for construction on or development or alteration of a unit, including any building, concrete work, landscaping and placing of vegetation, are approved, in writing, by the Board, which may charge a reasonable fee for its review of such plans. The plans must be full detailed drawings of the proposed construction, changes or alterations to the unit or the structures thereon. All alterations must be highlighted;	2.1(h) to be responsible to provide a building and landscaping plan for approval by the Developer or Board and once approved to build and landscape the Unit pursuant to the approved building and landscaping plan;
iv) with respect to any work on, development of, construction or alteration of a unit approved by the Board comply with the following:	37.5 The following development controls apply to the Project:
A) all applicable permits (if required) must be obtained prior to the commencement of any construction, changes or alterations;	2.1(b) forthwith carry out all work that may be required pursuant to these By-laws or as required by a local authority or other public authority in respect of his Unit;
B) the work must be completed within one year;	
C) the work must be approved by the Board or, with the written approval of the Board, by the owner himself;	
D) all set back requirements of the Board and any governmental agency having jurisdiction must be followed;	
E) the work must comply with the current National Building Code, Alberta Building Code and Canadian Electrical Code. These codes shall govern all construction;	
F) failure to comply with the Bylaws may result in removal by the Board of unauthorized construction, changes or alterations to units or structures thereon at the expense of the owner;	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>G) proposed exterior treatments must be acceptable to the Board and must be specified in the application to the Board for approval, and shall be limited to wood siding, stucco, vinyl, metal or composite siding using earthtone colours, local stone or natural coloured brick, singly or in combination. Highlights of primary colour may be utilized;</p>	<p>37.5 (b) proposed exterior treatments must be acceptable to the Board and must be specified in the application to the Board for approval, and shall be limited to wood siding, stucco, vinyl, metal or composite siding using earthtone colours, local stone or natural coloured brick, singly or in combination. Highlights of primary colour may be utilized;</p>
<p>H) all dwellings, in their design must recognize the slope aspect of each lot and the suitability of the dwelling design to that lot;</p>	<p>37.5(c) all dwellings, in their design must recognize the slope aspect of each lot and the suitability of the dwelling design to that lot;</p>
<p>I) all cottage lots will have mandatory front drive access with on-site parking for at least two vehicles;</p>	<p>37.5 (d) all cottage lots will have mandatory front drive access with on-site parking for at least two vehicles;</p>
<p>J) <u>Corner Lot Restriction</u> - on a corner lot, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of four (4) feet above the centre line grades of the intersecting streets in the area bounded by the property lines of such corner lots joining points along the property line twenty-five (25) feet from the point of the intersection;</p>	<p>37.5 (e) <u>Corner Lot Restriction</u> - on a corner lot, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of four (4) feet above the centre line grades of the intersecting streets in the area bounded by the property lines of such corner lots joining points along the property line twenty-five (25) feet from the point of the intersection;</p>
<p>K) <u>Fencing</u> - fencing is discouraged and is subject to the approval of the Board. Common fences on parks shall require a two-thirds majority of the owners, the cost being assessed as a special condominium fee assessment;</p>	<p>37.5 (f) Fencing - although fencing is discouraged, no fence shall exceed five (5) feet six (6) inches above ground level, subject to the approval of the Board and common fences on parks shall require a two-thirds majority of the owners, the cost being assessed as a special condominium fee assessment;</p>
<p>L) <u>Setbacks</u> - no building or portion thereof, including cottages, garages, carports, awnings or porches shall be closer than five (5) feet from a side, twenty (20) feet from the front or twenty-five (25) feet from the rear property line;</p>	<p>37.5 (g) Setbacks - no building or portions thereof, including cottages, garages, carports, awnings or porches shall be closer than five (5) feet from a side, twenty (20) feet from the front or twenty-five (25) feet from the rear property line;</p>
<p>M) <u>Cottage Construction</u> - shall be to conventional house building standards and shall be either conventional “stick built construction” or prefabricated home construction erected on site. Prefabricated homes, modular homes or pre-assembled log homes built off-site to be moved onto the resort shall be to conventional building standards and shall require the written approval of the Board. Mobile homes and used dwellings to be moved onto the resort are strictly prohibited.</p>	<p>37.5(h) Cottage Construction - shall consist either of conventional; stick built or prefabricated homes erected on site. Mobile homes are strictly prohibited;</p>
<p>N) attached garages are encouraged. Where garages are used apart from the main dwelling, they shall employ similar construction materials to that of the main dwelling;</p>	<p>37.5(i) attached garages are encouraged. Where garages are used apart from the main dwelling, they shall employ similar construction materials to that of the main dwelling;</p>
<p>O) the owner must landscape the unit in a manner satisfactory to the Board;</p>	<p>37.5 (j) the Owner must landscape the unit in a manner satisfactory to</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	the Board;
<p>P) no development or construction may be commenced without first obtaining a development permit or its equivalent from the Board;</p>	<p>37.5(a) building elevations and height must be situated such that the construction of any building does not completely block the view of any other lot or building, the elevations or heights to be as specified in the approved plans; (k) no development or construction may be commenced without first obtaining a development permit or its equivalent from the Developer or the Developer’s appointed Development Application Committee;</p>
<p>Q) an owner acknowledges that, in addition to the afore-described restrictions, he/she shall not be entitled to construct upon the property buildings, fixtures or any improvements of any nature or kind or landscape the unit without supplying the Board with two complete set of construction plans drawn to scale to be kept on file showing site location on the unit, size in square feet or square metres, side and front elevations and exterior finishing material; and receiving written permission from the Board.</p>	<p>37.5 (l) the Purchaser acknowledges that, in addition to the afore-described restrictions, he/she shall not be entitled to construct upon the property buildings, fixtures or any improvements of any nature of kind without supplying the Developer or the Development Application Committee with one complete set of construction plans drawn to scale to be kept on file showing site location on the unit, size in square feet or metres, side and front elevations and exterior finishing material; and receiving written permission from the Developer or the Development Application Committee.</p>
<p>d) duly and properly maintain and keep his unit in a good state of cleanliness and repair and, in so doing, shall:</p>	
<p>i) forthwith and promptly carry out and complete any work that may, from time to time and at any time, be ordered by any municipal or public authority in respect of his unit;</p>	
<p>ii) repair, maintain and keep in a neat, clean and tidy state and appearance consistently with and in total integrity with the balance of the project his unit and all improvements and additions thereto and thereon and, if he fails to do so, the Corporation may give ten (10) days’ notice to the owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 57 shall apply;</p>	<p>2.1(d) maintain his Unit in a neat and tidy</p>
<p>iii) not make repairs, additions, or alterations to the common property, or any common plumbing, common mechanical or common electrical systems within his unit or improvements thereon without first obtaining the written consent of the Board;</p>	<p>2.1 (g) not make structural, mechanical or electrical alterations to his Unit or the Common Property without the prior written consent of the Board, which shall not be unreasonably withheld;</p>
<p>iv) not do any act or permit any act to be done, or alter or permit to be altered, his unit, in any manner whatsoever, which will alter the appearance or grade of his unit or any other unit without the prior written consent of the Board;</p>	
<p>v) not do or permit anything to be done that may cause damage to or will alter</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
the appearance or grade of any of the common property without first obtaining the written consent of the Board;	
vi) not to permit anything to be done on his unit or upon the common property (including the failure to do anything) which will or would tend to increase the risk of hazard of the rate of insurance premiums with respect thereof or which would render invalid any insurance maintained by the Corporation;	37.2 (j) permit a television antenna or similar structure or appurtenances thereto to be erected on or fastened on any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
vii) comply strictly with these bylaws and the Architectural Standards in respect of the maintenance, repair, and cleanliness of, either or both, his unit and the common property and cause all adult occupiers of and visitors to his unit to similarly comply;	2.1(f) strictly comply with the architectural and landscaping guidelines of the Corporation in effect from time to time;
e) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours written notice (except in case of emergency when no notice is required), to come onto his unit for the purpose of:	2.1(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:
i) inspecting the unit and maintaining, repairing, renewing or operating common property or to ensure the operation of the common property including all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities and capable of being used in connection with the enjoyment of any unit or common property;	2.1 (a) (i) inspecting the Unit;
ii) maintaining, repairing or renewing the common property;	2.1 (a)
iii) ensuring that the bylaws are being observed;	2.1 (a) (iii) maintaining, repairing or replacing Common Property; or
iv) doing any work for the benefit of the Corporation generally;	2.1 (a)(iv) ensuring that the By-laws are being observed;
v) monitoring the use of any utility;	
f) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;	2.1 (c)(iv) to the Corporation, all and every assessment, demand and levy for contribution to, reimbursement of and payment for, expenses and costs incurred by the Corporation, which are wholly or partly directly attributable to his Unit, which are levied, assessed or demanded against his Unit from time to time or which are the subject of indemnification as prescribed in this By-law or at law;
g) use and enjoy his unit and the common property in accordance with these bylaws, the Architectural Standards and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners, their families or visitors;	2.1(i) comply with the requirements of Alberta Environment Standards and Approvals Division who have approved the potable water service and wastewater treatment and disposal facilities provided by the Condominium Corporation, its successors or assigns, based on seasonal usage of the wastewater facility the facility being

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	capable of providing service to not more than 10% of the total projected users on a non-seasonal basis;
h) not use his unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another unit (whether an owner or not) of the family of such an occupier;	37.2(d) carry on or permit to be carried on in or from any Unit or use any Unit for purposes which are illegal, unlawful, immoral or in contravention of any rule, regulation, resolution, by-law, ordinance or statute promulgated by the Corporation, the Board or any governmental authority;
j) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;	2.1(c) shall pay promptly when due, and in accordance with the prescribed terms of payment: (i) to the Corporation, all and every assessment for Common Expenses of the Corporation, as are levied or assessed by the Corporation against his Unit from time to time; (ii) to the Corporation all and every assessment for Utility Expenses as are levied or assessed by the Corporation against his Unit from time to time; (iii) to the Corporation all and every assessment for maintenance of Restricted Facilities as are levied by the Corporation; to the Corporation, all interest on such accounts, assessments, levies and sums demanded in arrears as prescribed in such accounts, assessments, levies, and demands and in this By-law permitted: and to the appropriate authority, all and every account, statement, bill, rate, charge, tax, outgoing, and assessment that may be payable in respect of his Unit from time to time, provided that if the Corporation so demands, the Owner shall pay to the Corporation Tax Expenses with respect to real property taxes, and such payment shall constitute satisfaction of the Owner's duty to pay "tax" with respect to real property pursuant to this provision;
k) pay to the Corporation by way of reimbursement all expenses incurred by the Corporation which are wholly attributable to his unit or which are the subject of indemnification;	
l) obtain insurance on his unit including the Building thereon for property damage and liability;	
m) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing placed in an envelope delivered to a Board Member or the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board or the Manager;	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>n) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any common expenses levied or assessed against his unit and such legal expenses shall be paid on solicitor and his own client indemnification basis;</p>	
<p>o) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the common property or any unit caused or aggravated by the act or omission of such owner, his occupants, invitees, or by any default under these Bylaws by such owners, his occupants and invitees;</p>	
<p>p) pay to the Corporation on demand any bank charges or Corporation charges for any late or “NSF” cheque written by such owner;</p>	
<p>r) comply with the requirements of the restrictive covenant registered against those lands contained in Units 5 and 6 of the Condominium Plan 931 1680 and any redivision of the same.</p>	<p>2.1(j) comply with the requirements of the restrictive covenant registered against those lands contained in Units 5 and 6 of the Condominium Plan 9311680 and any redivision of the same, those lands originally falling within the hereinafter described area being:</p> <p>ALL LAND IN THE NORTH WEST QUARTER 15-21-W4M DESCRIBED AS A RECTANGLE 300 METERS EAST WEST BY 200 METERS NORTH SOUTH, WITH THE SOUTHEAST CORNER OF SAID RECTANGLE RESTING ON THE SOUTHEAST CORNER OF UNIT 5 AND THE EAST BOUNDARY OF THE SAID RECTANGLE RESTING ON THE EAST BOUNDARY OF UNIT 5, SAID BOUNDARY ALSO BEING THE EAST BOUNDARY OF THE NORTHWEST QUARTER 15-21-W4M, COMPRISING (6.0 HECTARES) 14.3 ACRES MORE OR LESS; AND SECONDLY, ALL LAND IN THE NORTH EAST QUARTER 15-21-W4M DESCRIBED AS A RECTANGLE 300 METERS EAST WEST BY 200 METERS NORTH SOUTH, WITH THE SOUTHWEST CORNER OF SAID RECTANGLE RESTING ON THE SOUTHWEST CORNER OF UNIT 6 AND THE WEST BOUNDARY OF SAID RECTANGLE RESTING ON THE WEST BOUNDARY OF UNIT 6, SAID BOUNDARY ALSO BEING THE WEST BOUNDARY OF THE NORTH EAST QUARTER 15-21-W4M, COMPRISING (6.0 HECTARES) 14.8 ACRES MORE OR LESS.</p>
	<p>2.1 (e) notify the Corporation forthwith of:</p> <ul style="list-style-type: none"> (i) any change in the ownership of the Unit; or (ii) any mortgage registered against the Unit.
	<p>41.4 Restricted Facilities Expenses shall include all expenses incurred in maintaining and servicing Restricted Facilities, together</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	with a reasonable surcharge for the Corporation's administration costs, and shall be assessed to the Unit Owners entitled to access to such Restricted Facilities in equal shares or on such other basis as may from time to time be determined by the Board as a fair and reasonable method of allocating such expenses.
DUTIES OF THE CORPORATION	
4. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:	
a) control, manage, maintain, repair, replace and administer the common property (except as hereinbefore and hereinafter set forth), and all real property, any recreational facilities, the caretaker's home, the water treatment plant, the storage yard, the overnight camping area, chattels, personal property or other property owned by the Corporation for the benefit of all of the owners and for the benefit of the entire project;	3.1 (c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage or unpaid Owners Contributions (whether levied or not), or a mortgage of any assets owned by it or by any combination of those means (i) discontinue the supply of utilities and services supplied to any Unit if the unit Owner shall have failed to pay Utility Expenses when due
b) do all things required of it by the Act, these bylaws and any other rules and regulations in force from time to time;	
c) maintain and repair (INCLUDING renewal where reasonably necessary) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property;	
d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an owner or registered mortgagee of a unit, or the duly authorized agent of such owner or mortgagee, produce to the owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;	40.1 The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable Common Property and all insurable property, both real and personal, of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following: (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
e) collect and received all contributions towards the common expenses and deposit same in a separate trust account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the <i>CREDIT UNION ACT</i> ;	
f) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the common expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital	33.2 The Board may by resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation, all of the recreational facilities and amenities described in Bylaw 4 (a) and the common property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital additions unless such additions are authorized by special resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any owner of a unit except where the project ceases to be governed by the Act;</p>	
<p>g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the project, the Corporation and the owners as the Board may seem justifiable in the management or administration of the entire project;</p>	
<p>h) keep and maintain in reasonable order and condition all areas of the common property designated for vehicular or pedestrian traffic or visitor parking and keep and maintain in reasonable order landscaped areas of the common property; excepting grassed and landscaped areas within the units;</p>	
<p>i) pay for utilities or services supplied to one or more units, allocate the amount so paid to the units supplied from a common utility meter or supplied with the service, equally among the units so supplied without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and recover the amount allocated as owners contributions;</p>	<p>3.1(f) pay for utilities or services supplied to one or more Units, allocate the amount so paid to the Units supplied from a common utility meter or supplied with the service, equally among the Units so supplied without regard to actual use of the utility or service supplied or on such other basis as the board may determine, and recover the amount allocated as Owners Contributions; 41 .2 (a) Utility Expenses shall without limiting the generality hereof include the following: (i) all levies or charges on account of electricity supplied to more than one but not all Units through a common meter; (ii) other services provided to more than one but not to all Units. (b) Utility Expenses may be allocated by the Corporation among the Units supplied with electricity, or other service, in the following manner: the Corporation may allocate charges for electricity supplied to more than one Unit through a common meter, together with a reasonable surcharge for the Corporation's administration costs, equally among the Units supplied through such common meter without regard to the actual consumption upon each such Unit; (ii) alternatively, the Corporation may allocate charges for electricity supplied to more than one Unit through a common meter, together with a reasonable surcharge for the Corporation's</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	administration costs, according to the Corporation’s reasonable estimate of actual consumption, calculated in the manner determined by the Board; (iii) the Board may allocate charges for other services made available to more than one, but not all of the Units, together with a reasonable surcharge for the Corporation’s administration costs, among the Units to which such services have been made available in such manner as may be deemed appropriate by the Board as a fair and reasonable method of allocating such expenses.
j) at all times keep and maintain for the benefit of the Corporation and all owners copies of all drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;	3.1 (l) at all times keep and maintain for the benefit of the Corpoation and all owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 37 of the Act.
k) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;	
l) operate on a continuous basis a water supply and wastewater facility for the purpose of providing a potable water supply and for wastewater treatment and disposal. The design, construction, operation and maintenance of the said water supply and wastewater treatment and disposal facility shall be subject to the approval of Alberta Environmental Protection Standards and Approvals Division.	3.2The Corporation shall operate on a continuous basis a water supply and wastewater facility for the purpose of providing a potable water supply and for wastewater treatment and disposal. The design, construction, operation and maintenance of the said water supply and wastewater treatment and disposal facility shall be subject to the approval of Alberta Environmental Protection Standards and Approvals Division.
POWERS OF THE CORPORATION	
5. In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:	
a) purchase, hire or otherwise acquire personal property and/or real property for use by owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the common property, or their units or any of them, provided that real property shall only be acquired or disposed of by special resolution of the Corporation;	3.1 (a) acquire personal property to be used: (l) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) per cent of the current year's common expenses budget has been approved by special resolution;	3.1(b) borrow money required by it in the performance of its duties or the exercise of its powers;
c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of	3.1 (c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage or unpaid Owners Contributions (whether levied or not), or a mortrjage of any

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
those means;	assets owned by it or by any combination of those means
d) invest as it may determine any contributions towards the common expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;	
e) make an agreement with an owner, tenant or other occupier of a unit for the provision of amenities or services by it to the unit or to the owner, tenant or occupier thereof;	3.1(e) make an agreement with any Owner or tenant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or tenant of the Unit;
f) grant to an owner the right to exclusive use and of part of the common property, any such grant to be terminable on reasonable notice, unless the Corporation by special resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that owner;	3.1 (a) (ii) by Owners in connection with their enjoyment of the real and personal property of the Corporation or the Common Property;
g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the common property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the common property generally, including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;	3.1(j) restrict access to a Restricted Facility by any owner who shall have failed to pay a Restricted Facility Expense when due. (h) restrict access to any Common Property or any part of it by any Owner who has failed to pay, when due an Owners Contribution or who (or whose guest) has breached a By-law; 37.4 Use of Common Facilities shall be subject to the control of the Board, which shall be entitled to: (a) establish a user fee to offset some or all of the operating costs thereof in its discretion; and (b) establish rules and regulations particular to the use of the Common Facilities from time to time as the Board shall deem fit.
h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;	
i) raise amounts so determined by levying contributions on the owners equally or as otherwise herein provided;	
j) charge interest under Section 40 of the Act on any contribution or common expenses owing to it by an owner at the Interest Rate;	3.1(d) charge interest on any Owners Contribution owing to it;
k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution at a general meeting;	
l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;	
m) join any organization serving the interests of the Corporation and assess the	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
membership fee in such organization as part of the common expenses;	
n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;	
o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the <i>BUSINESS CORPORATIONS ACT OF ALBERTA</i> (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person;	3.1
p) purchase, acquire, own and operate real property (provided such real property is a unit) for the general use or benefit of some or all of the owners or employees of the Corporation, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities;	3.1
q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw.	
	3.1 (g) pay for maintenance of Restricted Facilities, and recover the amount paid from the Unit Owners entitled to access to such Restricted Facilities, as Owners Contributions;
	3.1 (k) once the Developer no longer owns any Units in the subject parcel to enforce architectural guidelines and landscaping guideline to preserve the character of the parcel and the integrity of design and appearance of the improvements to the Units;
THE CORPORATION AND THE BOARD	
6. The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction given at a General Meeting, be exercised and performed by the Board.	
NUMBER ON BOARD	
7. a) The Board shall consist of not less than three (3) nor more than seven (7) owners, spouses of owners or representatives of mortgagees who have notified their interests to the Corporation and the Board shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the Annual General Meeting just prior to the election of the Board.	4.1 The Board shall consist of not less than three (3) and not more than seven (7) individuals. 4.2 Notwithstanding subsection 4.1, where there are not more than two (2) Owners, the Board may consist of one or more individuals not to exceed seven (7) in number.
b) A Board member must be eighteen (18) years of age or older.	4.3 An individual shall not be a member of the Board unless that individual is eighteen (18) years of age or older.
c) Where a unit has more than one (1) owner, only one (1) owner in respect of	5.2 2 Notwithstanding subsection 5.1:

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
that unit may sit on the Board at any point in time.	(a) where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at one time; and
d) Any member of the Board shall make full disclosure in writing of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.	
e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.	
f) No owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.	5.2 Notwithstanding subsection 5.1: (b) any Owner who has not paid to the Corporation any Owners Contributions due and owing in respect of his Unit is not eligible for election to the Board.
	5.1 A person does not need to be an Owner in order to be elected to the Board.
	6.1 At an election of members of the Board each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the Board.
TERM OF OFFICE AND RETIREMENT FROM BOARD	
Each Board member shall be elected for a two (2) year term. At each Annual General Meeting of the Corporation members of the Board whose term has expired shall retire from office and the Corporation shall elect new Board members accordingly.	7.1 Subject to subsection 7.2, a member of the Board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which he was elected to the Board.
	7.2 At the annual general meeting of the Corporation at which the developers Boards resigns; (a) not more than fifty (50%) percent of the members of the Board shall be elected for a term expiring at the conclusion of the annual general meeting convened in the year in which they were elected; and (b) the balance of the members shall be elected for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which they were elected.
ELIGIBILITY FOR RE-ELECTION TO BOARD	
9. A retiring member of the Board shall be eligible for re-election.	7.4 A retiring member of the Board shall be eligible for reelection.
REMOVAL FROM BOARD	
10. The Corporation may, by ordinary resolution at an Extraordinary General Meeting, remove any member of the Board before the expiration of his term of office	8.1 Except where the Board consists of less than three (3) individuals, the Corporation may by resolution at a general meeting remove any

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
and appoint another owner in his place, to hold office until the next Annual General Meeting.	member of the Board before the expiration of his term of office and appoint another individual in his place to hold that officer for the remainder of the term
CASUAL VACANCY ON BOARD	
11. Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7.	10.1Where a vacancy occurs on the Board under section 9.1 of these By-laws, the Board may appoint a person to fill that office for the remainder of the former member's term.
QUORUM FOR BOARD	
12. A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.	12.2A quorum at a meeting of the Board shall be a majority of the members of the Board.
OFFICERS OF THE CORPORATION	
13. At the first meeting of the Board held after each Annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next Annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) offices.	11.1 At the first meeting of the members of the Board held after the general meeting of the Corporation at which they were elected, the Board shall designate from its members a president, vice-president, secretary and treasurer of the Corporation. 11.2 Notwithstanding subsection 11.1, the Board may designate one person to fill the offices of secretary and treasurer. 11.4 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board, 11.5 Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.
CHAIRMAN OF BOARD MEETINGS	
14. The President shall act as chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the municipality in which the units are located unless the owners agree, by ordinary resolution, at an annual general meeting, to hold the meeting in another location.	11.3 In addition to those duties assigned to the officers of the Board: (a) the president or, in the event of his absence or disability, the vicepresident: (i) is responsible for the daily execution of the busness of the Corporation; and (ii) shall act as chairman of the meetings of the Board;
DUTIES OF OFFICERS	
15. The other duties of the officers of the Board shall be as determined by the Board from time to time.	11.3 (b)the secretary or, in the event of his absence or disability, another member of the Board designated by the Board:

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	(i) shall record and maintain all the minutes of the Board;; (ii) is responsible for all the correspondence of the Corporation; and shall carry out his duties under the direction of the President and the Board; (c) the treasurer or, in the event of his absence or disability, another member of the Board designated by the Board, shall: (i) receive all money paid to the Corporation and deposit it as the Board may direct; (ii) properly account for the funds of the Corporation and keep such books as the Board may direct; (iii) present to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation; and (iv) prepare for submission at the annual general meeting: A) a budget for the forthcoming fiscal year of the Corporation; and (B) an audited statement for the most recently completed fiscal year of the Corporation.
	11.6 Where a Board consists of not more than three (3) persons, those persons may perform the duties of the officers of the Corporation in such manner as the Board may direct.
VOTES OF BOARD	
16. a) At meetings of the Board all matters shall be determined by simple majority vote.	12.1 At meetings of the Board, all matters shall be determine by majority vote, and in the event of a tie vote, the chairman is entitled to a casting vote in addition to his original vote.
b) A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.	13.1 A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
c) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose in writing his interest and refrain from voting on such agreement or transaction.	
d) All meetings of the Board shall be conducted in accordance with the rules of procedure as established by the Board.	
FURTHER POWERS OF BOARD	
17. The Board MAY:	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>a) meet together, either in person, via teleconference or electronic communications, for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;</p>	<p>16. (a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit; and</p> <p>(b) meet when any member of the Board gives to the other members not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting.</p>
<p>b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation;</p>	
<p>c) subject to any valid restriction imposed or direction given at a General Meeting of owners, delegate in writing to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation in writing;</p>	<p>16.3The Board may, subject to any restrictions imposed upon it, or directions given to it at a general meeting of the Corporation, delegate to any of its members or to another person any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.</p>
<p>d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent or contract employee for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:</p>	<p>16.2The Boar'~ may employ for, and on behalf of, the Corporation such agents and employees as it thinks fit in connection with the control, management and administration of the real and personal property of the Corporation and the Common Property, and in that respect may authorize those persons to exercise the powers of, and carry out the duties of, the Corporation.</p>
<p>i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager; and</p>	
<p>ii) one year's total condominium contributions of the Corporation or the total annual condominium contributions for all units in the project (EXCLUDING any special contributions) whichever is greater; and</p>	
<p>iii) a sum representing the average monthly amount of cash in the control of the Manager;</p>	
<p>e) enter into an insurance trust agreement in form and on terms as required by any Insurance trustee;</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.	
ADDITIONAL DUTIES OF THE BOARD	
18. The Board SHALL:	
a) subject to any valid restrictions imposed or directions given at a General Meeting of the owners, carry on the day to day business and affairs of the Corporation;	
b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to owners and to mortgagees who have notified their interests to the Corporation;	
c) cause minutes to be kept of General Meetings of the owners and, upon written request at the expense of the person so requesting, provide copies thereof to owners and to mortgagees who have notified their interests to the Corporation;	
d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;	17.1 (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
e) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each Annual General Meeting. Such financial statements shall be prepared in accordance with generally accepted accounting principals;	17.1 (b) prepare financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation, for each annual general meeting;
f) maintain financial records of all the assets, liabilities and equity of the Corporation;	17.1 (c) maintain financial records of all the assets, liabilities and equity of the Corporation;
h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant or a certified general accountant to be selected at each Annual General Meeting of the Corporation and cause to be prepared and distributed to each owner and to each mortgagee who has notified its interest to the Corporation, a copy of the audited Financial Statements of the receipts of contributions of all owners towards the common expenses and disbursements made by the Corporation and a copy of the Auditor's Report at the Annual General Meeting and, in any event, within one hundred eighty (180) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each Annual General Meeting of the Corporation. Any obligations under this bylaw may be waived upon the passing of an ordinary resolution of the owners to that effect;	17.1 (d) submit to the annual general meeting an annual report consisting of the financial statements and such information as the Board may determine or as may be directed by a resolution passed at a general meeting.
i) keep a register noting the names and addresses of all owners and any mortgagees who have given notice of their interests to the Corporation;	
j) within thirty (30) days from the conclusion of the Corporation's Annual General Meeting, file or cause to be filed at the Land Titles Office a notice in the	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
prescribed form stating the name and address of the members of the Board;	
k) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.	
DEFECTS IN APPOINTMENTS TO BOARD	
19. All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.	
VACATING OFFICE OF BOARD MEMBER	
20. The office of a member of the Board shall be vacated if the member:	7.3 Each member of the Board shall remain in office until: (a) the office becomes vacant under section 9.1 of these By-laws; (b) the member resigns; (c) the member is removed under section 8.1 of these By-laws; or (d) his term of office expires; whichever shall first occur. 9.1 The office of a member of the Board is vacated if he:
a) by notice in writing to the Corporation resigns his office; or	9.1 (e) resigns his office by serving notice in writing upon the Corporation; or
b) dies; or	
c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an owner; or	9.1 (b) is more than thirty (30) days in arrears in Payment of any contribution required to be made by him as an Owner;
d) becomes bankrupt; or	9.1 (a) becomes bankrupt under the Bankruptcy Act (Canada);
e) becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the <i>MENTAL HEALTH ACT</i> ; or	9.1 (c) is the subject of a certificate of incapacity issued under The Mental Health Act, 1972;
f) is convicted of an indictable offence for which he is liable to imprisonment; or	9.1 (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years;
g) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated; or	9.1 (f) is absent from three (3) consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that his office be vacated.
h) ceases to qualify for membership pursuant to Bylaw 7; or	
i) in the case of a company which is a member of the Board, if the company	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or	
j) or his spouse, commences any legal proceedings against the Board or the Corporation.	
SIGNING AUTHORITIES	
21. The Board shall determine, by resolution from time to time, the manner in which an officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any officer or officers.	15.1 The Board shall prescribe, by resolution: (a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporation seal; and (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.
CORPORATE SEAL	
22. The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board.	14.1 The Corporation shall have a corporate seal which shall not be used except: (a) under the authority of a resolution of the board given prior to its use; and in the presence of not less than two (2) members of the Board who shall sign the instrument in which the seal is affixed. 14.2 Notwithstanding subsection 14.1, where there are not more than two (2) members of the Corporation, one member may be authorized by the Board to use the corporate seal and sign the instrument to which the seal is affixed.
ANNUAL GENERAL MEETINGS	
23. An Annual General Meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next. Each such meeting shall be held within the municipality or municipal district on which the units are located unless the owners agree, by ordinary resolution, to hold the meeting in another location.	
EXTRAORDINARY GENERAL MEETINGS	
24. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.	
CONVENING EXTRAORDINARY GENERAL MEETINGS	
25. The Board may whenever it thinks fit and shall upon a requisition in writing by owners representing not less than ten (10%) per cent of the total unit factors for all the units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against units in respect of which corresponding unit factors represent not less than ten (10%) per cent of the total unit factors or a combination of such owners or mortgagees entitled to vote with respect to ten (10%) per cent of the total unit factors convene an	19.1 The Board: (a) shall, upon the written request of the Owners entitled to vote and who represent fifteen (15%) percent of the total Unit Factors for the Units, convened a general meeting; and (b) may, whenever it considers it proper to do so, convene a general meeting.

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>Extraordinary General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.</p>	
<p>NOTICE OF GENERAL MEETINGS</p>	
<p>26. A minimum of thirty (30) days' notice of every General Meeting specifying the place, the date and the hour of meeting (and in the case of special business the general nature of such business), shall be given to all owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an owner or mortgagee or non-receipt by an owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.</p>	<p>20.1 Where an annual general meeting or a general meeting is to be convened, the Board shall, not less than seven (7) days prior to the day upon which the meeting is to be held, give to each Owner written notice to the meeting stating:</p> <p>(a) the place, date and time at which the meeting is to be held; and</p> <p>the nature of the special business, if any, to be dealt with at the meeting.</p> <p>20.2 Upon being notified by a mortgagee entitled to vote under the Act, or these By-laws or the mortgagee's appointee that it wishes to be notified of general meetings, the Board shall give to that mortgagee the same notices required to be given under subsection 20.1 to the Owner</p>
	<p>45.1 Where an Owner's interest is subject to a registered mortgagee, a power of voting conferred on an Owner by the Act or these By-laws:</p> <p>(a) if an unanimous resolution is required, may not be exercised by the Owner, but is exercisable by the registered mortgagee first entitled in priority; and</p> <p>(b) in other cases, is exercisable by the mortgagee first entitled in priority, and</p> <p>- may not be exercised by the Owner unless the mortgagee is not present personally or by proxy.</p> <p>45.2 Section 45.1 does not apply unless the mortgagee has given written notice of his mortgage to the Corporation.</p> <p>45.3 A mortgagee may exercise his right to vote personally or by proxy.</p> <p>45.4 Upon the written request of a mortgagee of a Unit the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following as requested by that person at the cost of the Unit Owners whose mortgagee has made the request:</p> <p>(a) a statement setting forth the amount of any contributions due and payable in respect of a Unit;</p> <p>(b) the particulars of:</p> <p>(i) any action commenced against the Corporation and served</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	upon the Corporation; (ii) any unsatisfied judgment or order for which the Corporation is liable; and (iii) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation; (c) the particulars of or a copy of any subsisting management agreement; (d) the particulars of or a copy of any subsisting recreational agreement; (e) a copy of the budget, if any, of the Corporation; (f) a copy of the financial statement, if any, of the Corporation; (g) a copy of the By-laws of the Corporation; (h) a copy of any minutes of proceedings of a general meeting of the Corporation, or of the Board; (i) copies of the policies of insurance placed by the Corporation.
<p>PROCEEDINGS AT GENERAL MEETINGS</p>	
<p>27. a) All business that is transacted at an Annual General Meeting, with the exception of the consideration of accounts, appointment of the auditor and election of members to the Board, or at any Extraordinary General Meeting, shall be deemed special business. Items of special business must be set forth in the notice of General Meeting.</p>	
<p>b) All General Meetings of the Corporation shall be conducted in accordance with the rules of procedure as established by the Board.</p>	<p>18.1 All meetings of the Board and general meetings shall be conducted according to the rules of procedure adopted by the Board, which unless otherwise provided shall be Robert's Rules of Order (the most recently published version from time to time).</p>
<p>c) Subject to paragraph 27 d) below, motions from the floor may be voted upon at a General Meeting.</p>	
<p>d) No item of Special Business, voted upon and passed at a General Meeting, shall be effective to direct or limit the exercise by the Board of any authority, power or discretion vested in it under the Act or these Bylaws unless notice of such Special Business was mailed to all known addresses of persons eligible to vote (and delivered to all other persons at the Corporation's address) not less than thirty (30) days before the General Meeting, stating:</p>	<p>21.1 Except as otherwise provided in these By-laws, no business shall be transacted at an annual general meeting or a general meeting unless a quorum of Persons entitled to vote is present or represented by proxy, at the time when the meeting commences.</p>
<p>i) the nature of such Special Business in sufficient detail to permit an owner or mortgagee to form a reasoned judgement on that business was set out in the notice; and</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
ii) the text of any resolution to be submitted to the General Meeting concerning such Special Business was included with the notice.	
QUORUM FOR GENERAL MEETINGS	
28. a) Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.	21.1
b) One-tenth (1/10) of the persons entitled to vote representing not less than 1,000 of the unit factors present in person or by proxy shall constitute a quorum.	21.2 A quorum for an annual general meeting or a general meeting consists of twenty-five (25%) percent of all the Persons entitled to receive notice under sections 20.1 and 20.2 of these By-Laws being present in person or represented by proxy at that meeting, however, not more than one Person per Unit shall be counted for this purpose.
ADJOURNMENT FOR LACK OF QUORUM	
29. If within five (5) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for ten (10) minutes on the same day, at the same place and there is no extraordinary circumstances that would prevent Owners from attending the annual general meeting, (e.g. adverse weather conditions) the meeting can proceed with approval of seventy-five percent of those in attendance and quorum will be deemed to have been achieved.	21.3 If within thirty (30) minutes from the time appointed for the commencement of an annual general meeting, or 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 thirty (30) minutes from the time appointed for the commencement of the meeting, the Persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.
If within thirty (30) minutes from the time appointed for the commencement of an annual general meeting, or a general meeting, and there is an extraordinary circumstances that would prevent Owners from attending the annual general meeting, (e.g. adverse weather conditions) and 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 thirty (30) minutes from the time appointed for the commencement of the meeting, the Persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.	
CHAIRMAN FOR GENERAL MEETINGS	
30. The President of the Board shall be the Chairman of all General Meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.	22.1 The president or, in the event of his absence or disability, the vice-president or, in the event of the absence or disability of the vice-president, such other person as may be elected at the meeting, shall act as chairman of an annual general meeting or general meeting.
ORDER OF BUSINESS FOR GENERAL MEETINGS	
31. The Order of Business at General Meetings, and as far as is appropriate at all Extraordinary General Meetings, shall be:	22.2 The order of business at an annual general meeting and as far as as practicable at any other general meeting, shall be as follows:
a) if the President or Vice-President of the Board shall be absent or elects to	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
vacate the chair or refuses to act, the election of the Chairman of the meeting;	
b) call to order by the Chairman and establish quorum;	22.2 (a) call to order by the Chairman; (b) calling of the roll and certifying of proxies;
c) proof of notice of meeting or waiver of notice;	22.2 (c) proof of notice of meeting or waiver of proxies;
d) reading and disposal of any unapproved minutes of General Meetings;	22.2 (d) reading and disposal of any unapproved minutes;
e) reports of officers;	22.2 (e) reports of officers;
f) reports of committees;	22.2 (f) reports of committees;
g) consideration of financial report;	
h) appointment of auditors and solicitors;	
i) resignation of Board;	
j) election of Board;	22.2 (g) election of members of the Board;
k) unfinished business;	22.2 (h) unfinished business;
l) new business;	22.2 (i) new business;
m) adjournment.	22.2 (j) adjournment.
VOTING BY SHOW OF HANDS	
32. At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a special resolution, all matters shall be determined by ordinary resolution.	23.1 At an annual general meeting or a general meeting, a resolution shall be voted upon by a show of hands unless a poll is demanded by a person entitled to vote and present in person or by proxy, and unless a poll is so demanded, a declaration by the Chairman that a resolution pass on the 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, the resolution. 23.2 If a Person demands a poll, that Person may withdraw that demand and upon the demand being withdrawn the vote shall be taken by a show of hands.
POLL VOTES	
33. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote. A demand for a poll may be withdrawn.	24.1 A poll, if demanded, shall be conducted in such manner as the Chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
VOTING CALCULATION	
34. On a show of hands, each person entitled to vote for any unit shall have one	26.1 If a vote is taken by a show of hands, each Person entitled to

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>vote for that unit. On a poll, the votes of persons entitled to vote for such unit shall correspond with the number of unit factors for the respective units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per unit) in regard to election to the Board.</p>	<p>vote has one vote. 26.2 If a vote is taken by a poll, the number of votes that a Person may cast shall corresponds to the Unit Factors for the respective Units represented by that Person.</p>
<p>VOTES PERSONALLY OR BY PROXY</p>	
<p>35. Votes at any General Meeting may be given either personally or by proxy.</p>	<p>28.1 On a show of hand or on a poll, votes may be given either personally or by proxy.</p>
	<p>25.1 In the case of a tie in a vote taken at an annual general meeting or a general meeting, whether on a show of hand or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.</p>
<p>PROXIES</p>	
<p>36. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an owner.</p>	<p>29.1 An instrument appointing a proxy shall be in writing under the hand of the Person making the appointment or his attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner.</p>
<p>ELIGIBILITY TO VOTE</p>	
<p>37. Except in cases where by or under the Act a special resolution is required, no owner is entitled to vote at any General Meeting unless all assessments payable in respect of his unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.</p>	<p>30.1 Except as provided for in subsection 30.2 or in the Act, there are no restrictions or limitations on an Owner's rights to vote at an annual general meeting or a general meeting. 30.2 Where, at the time of the annual general meeting or a general meeting, an Owner has not paid to the Corporation all Owner Contributions that are due and owing in respect of his Unit, the Owner is ineligible to cast a vote at that meeting in respect of any resolution other than a special resolution or an unanimous resolution. 30.3 An Owner's ineligibility to cast a vote does not affect the right of the mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.</p>
<p>VOTE BY CO-OWNERS</p>	
<p>38. a) Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-owners are not entitled to vote separately on a show of hands but any one co-owner may demand a poll.</p>	<p>31.1 If a Unit is owned by more than one Person, those co-Owners may vote personally or by proxy and: (a) in the case of a vote taken by a show of hands, those co-Owners are entitled to one (1) vote between them; and (b) in the case of a vote taken by a poll, a co-Owner is entitled to that portion of the vote applicable to the Unit as is proportionate to his interest in the Unit.</p>
<p>b) On any poll, each co-owner is entitled to such part of the vote applicable to</p>	<p>31.2 Any co-Owner may demand that a poll be taken</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the unit of the joint owners as do not vote personally or by individual proxy.</p>	
<p>RESOLUTION OF THE OWNERS</p>	
<p>39. A resolution of the owners in writing signed by each owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the owners duly convened and held.</p>	<p>32.1 A resolution of the members of the Corporation signed in person or by proxy by all the Person who, at a properly convened annual general meeting or general meeting of the Corporation, would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.</p>
<p>SUCCESSIVE INTERESTS</p>	
<p>40. Where owners are entitled to successive interests in a unit, the owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.</p>	
<p>TRUSTEE VOTE</p>	
<p>41. Where an owner is a trustee, he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.</p>	
<p>VOTING RIGHTS OF MORTGAGEE</p>	
<p>42. Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the owner's failure to pay contributions as set forth in the Act.</p>	
<p>VIOLATION OF BYLAWS</p>	
<p>43. a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such owner and shall be added to and become part of the assessment of such owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
at the Interest Rate until paid.	
<p>b) The Corporation may recover from an owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client;</p>	
<p>c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a tenant of an owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw. Notwithstanding the above, the Corporation may issue a minimum fine sanction Fifty (\$50.00) Dollars to a maximum monetary sanction of One Thousand (\$1,000.00) Dollars, for infractions to the following Bylaws, without notice: 3. h) and 61. a).</p>	<p>34.1 (a) The Board may enforce the By-laws in the manner provided for in the Act, including the proceedings provided for in Section 29 of the Act~ for recovery of a penalty of not more than Two Hundred (\$200.00) Dollars in respect of each contravention of the By-laws, in the same manner as would be applicable if the Units were residential Units as defined in the Act.</p>
<p>d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction.</p>	
<p>e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of units or any transfer, lease, mortgage or other dealing with the units or of destroying or modifying any easement implied or created by the Act.</p>	
	<p>34.1. (b) The Board may by resolution deny access to some or all of the Common Property for a period not exceeding thirty (30) days to any Occupant (as defined in By-law 37.1) who (or whose guest) has contravened any By-law.</p>
<p>DAMAGE OR DESTRUCTION</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>44. a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty five (25%) per cent or more of the replacement value of the common property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an Extraordinary General Meeting and give at least thirty (30) days' notice by registered mail to all registered mortgagees.</p>	
<p>Unless there has been substantial damage and the owners by special resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the unit owners for such deficiency as part of the common expenses.</p>	
<p>Where there has been substantial damage and the owners resolve by special resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the owners make application to terminate the condominium status of the parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to consent to such application. Upon termination of the condominium status:</p>	
<p>i) any liens or charges affecting any of the units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective owners in the parcel; and</p>	
<p>ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect.</p>	
<p>b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any unit or in or upon any part of the common property designated for the exclusive use of any unit owner.</p>	
<p>c) No owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>Corporation pursuant to the Act or these Bylaws, whichever is the greater.</p>	
<p>d) Where the Corporation is required to enter a unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or the common property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the unit occasioned by such work and restore the unit to its former condition, leaving the unit clean and free from debris.</p>	
<p>e) An owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property or to any unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.</p>	
<p>INSURANCE</p>	
<p>45. a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:</p>	<p>40.1 (a) The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable Common Property and all insurable property, both real and personal, of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:</p> <ul style="list-style-type: none"> (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable; (b) coverage to the full replacement value of all buildings and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property; (c) adequate boiler insurance if any boilers or pressure vessels exist; (d) coverage of such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation; and (e) 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 <p>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 or breach of condition insofar as the separate interest of the Person or party in breach are concerned;</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	<p>(f) that no breach of any statutory or other condition of any policy by the Corporation or any Owner shall invalidate the policy as against any mortgagee in any way or to any extent;</p> <p>(g) standard mortgagee endorsements in favour of all mortgagees who have notified their interests to the Corporation.</p>
<p>i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring: (A) all of the insurable common property; (B) all insurable property of the Corporation, both real and personal of any nature whatsoever; for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds; (C) all owners from time to time; (D) all mortgagees who have given written notice of their interests to the Corporation; (E) the Corporation; and (F) the Board and any person referred to in Bylaw 17 hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;</p>	
<p>EXCLUDING COVERAGE FOR THE BUILDINGS, IMPROVEMENTS AND BETTERMENTS ON THE UNITS WHICH SHALL BE INSURED BY EACH OWNER;</p>	
<p>ii) Boiler and vessel insurance if any boilers and vessels exist on the project;</p>	
<p>iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the owners and their invitees, licensees or tenants, incidental to the enforcement of these bylaws and the ownership, control, management, administration and use of the common property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;</p>	
<p>iv) Liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all liabilities, charges, loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;</p>	
<p>v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the common property;</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;	
vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution.	
b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:	
i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;	
ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;	
iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;	
iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the owners and any member of the household of any owner, except for arson, fraud and vehicle impact;	
v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Bylaw are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;	
vi) a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and	
vii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured;	
c) As required, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the common property, all of the recreational facilities and amenities described in Bylaw 4 (a) and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the common property and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an owner of similar property in the locality in which the condominium property is situate;	
d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, within Ten	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>(10) days from the day of receiving a request therefor from a purchaser, owner or mortgagee of a unit and a duplicate original or certified copy of each such policy shall be forwarded within Thirty (30) days from the day of receiving that request from a purchaser, owner or mortgagee of a unit. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;</p>	
<p>e) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee, if any, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee; provided that any expenses of the Insurance Trustee shall be treated as common expenses of the Corporation.</p>	<p>40.1 Nothing in this section 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 Unit or their personal liability as permitted by the Act or as otherwise permitted by law. Notwithstanding the foregoing, an Owner may, and upon the written consent 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 obtaining by the</p>
<p>f) The owners may, and upon written request of any mortgagee shall, carry insurance on their own units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any unit owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the interests of owners or tenants against liability or for their belongings, contents or other property.</p>	<p>35.1 The Corporation is authorized to exercise all rights and powers conferred on it by the Act with respect to rented residential Units and the Owners and tenants thereof, in the same manner as would be applicable if the rented Unit was a residential Unit as defined in the Act.</p>
<p>g) In the event an owner incurs or suffers damage or loss any part of his unit and/or the common property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board acting reasonably, such damage or loss was caused by or arose out of any act or omission by such owner, his servants, agents, licensees, invitees or tenants and such amount shall be recoverable by the Corporation as a contribution against all costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.</p>	
<p>CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS</p>	
<p>46. a) The common expenses of the Corporation shall be paid by the owners equally or as otherwise provided herein, and, without limiting the generality hereof, shall include the following:</p>	<p>41.1 The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable Common Property and all insurable property, both real and personal, of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting th~</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	generality of the foregoing, such insurance shall provide and include the following:
<p>i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services supplied to the Corporation for the project, the water treatment plant and the caretaker's house and for the benefit of all owners and not charged directly to any one owner either by meter or otherwise. Levies or charges on account of water supplied to an owner for his own use may be charged directly to the one owner by meter or otherwise in a manner approved by the Board;</p>	<p>41.1 (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;</p>
<p>ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;</p>	<p>(b) coverage to the full replacement value of all buildings and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property;</p> <p>(c) adequate boiler insurance if any boilers or pressure vessels exist;</p> <p>(d) coverage of such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation; and</p> <p>(e) 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 or breach of condition insofar as the separate interest of the Person or party in breach are concerned;</p> <p>(f) that no breach of any statutory or other condition of any policy by the Corporation or any Owner shall invalidate the policy as against any mortgagee in any way or to any extent;</p> <p>(g) standard mortgagee endorsements in favour of all mortgagees who have notified their interests to the Corporation.</p> <p>Nothing in this section 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 Unit or their personal liability as permitted by the Act or as otherwise permitted by law.</p> <p>Notwithstanding the foregoing, an Owner may, and upon the written consent 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.</p> <p>In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	<p>Owners or their mortgages. The Board shall also obtain 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 use of the Condominium Units therein, and all Common Property owned by the Corporation. Limits of liability under such insurance shall not be less than One Million (\$1,000,000.00) Dollars for any one person injured or for any one accident and shall not be less than Five Hundred Thousand (\$500,000.00) Dollars 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.</p> <p>ASSESSMENTS AND BUDGETS</p> <p>41.1 The Common Expenses of the Corporation shall, without limiting the generality hereof, including the following:</p> <ul style="list-style-type: none"> (a) all levies or charges on account of electricity, water, gas, fuel service and other services supplied to the Corporation for the Common Property; (b) management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation; (c) all the charges on account of lawn maintenance and for ice, snow and debris removal from Common Property; (d) all charges on account of lighting fixtures situated on Common Property; (e) all charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these By-laws; (f) all charges on account of maintenance for Common Property for which the Corporation is responsible under these By-laws; (g) all insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act; (h) all levies or charges on account of utilities or services supplied to all Units.
<p>iii) All the charges on account of lawn maintenance and landscaping with respect to the common property and for ice, snow and debris removal from the common property;</p>	
<p>iv) All charges on account of light standards or poles and related fixtures located on the common property;</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
v) All charges on account of those other portions of the common property for which the Corporation is responsible under these Bylaws;	
vi) All costs of furnishings, tools and equipment for use in and about the project facilities or amenities including the repair, maintenance or replacement thereof;	
vi) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;	
vii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (including replacement reserve fund studies) fees and disbursements;	
viii) All reserves for repairs and replacement of common property the repair or replacement of which is the responsibility of the Corporation;	
ix) The cost of maintaining fidelity bonds as provided in these Bylaws;	
x) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;	
xi) Municipal taxes, levies or assessments on any unit owned by the Corporation;	<p>41.3 (a) Tax Expenses shall mean the aggregate of all levies or charges by competent government authority with respect to the real property comprising the Units and all structures located on them, for one taxation year.</p> <p>(b) Tax Expenses may be allocated by the Corporation among the Units in any manner the Corporation deems fair and reasonable.</p> <p>(c) If the Corporation elects to pay and allocate Tax Expenses, the Corporation shall maintain an interest-bearing fund utilizing collected Tax Expenses in an amount equal to a minimum of 90% of the aggregate of all Tax Expenses for the tax year last levied. In addition, the Corporation shall collect Tax Expenses from Owners for each current tax year and pay 100% of the Tax Expenses to the municipality when due.</p>
b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each owner at the municipal address of his unit:	41.6At such intervals as shall be deemed appropriate by the Board, the Corporation shall deliver or mail to each affected Owner a notice of the assessment for his contribution towards Utility Expenses and Restricted Facility Expenses, it being understood that the basis of assessment for Utility Expenses and Restricted Facility Expenses may differ as herein set out
i) a copy of the budget for the ensuing fiscal year; and	
ii) a notice of the assessment for his contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the owners equally however any expenses that in the sole discretion of the Board, relate directly and solely to the maintenance or operation of any one or more units and not	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
all the units, may be charged and shall be paid solely by the recipient units of such maintenance or operation;	
c) The budget shall set out by categories an estimate of the common expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements ("Capital Replacement Reserve Fund").	
d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, all of the recreational facilities and amenities described in Bylaw 4 (a) and the common property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget;	33.1 The Board shall establish and maintain a fund called "Capital Replacement Reserve Fund" to be used for the repair or replacement of: (a) any real and personal property owned by the Corporation; and (b) the Common Property; where the repair or replacement does not occur annually.
e) The common expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, payable on an annual basis, in advance within thirty (30) days following receipt of notice of assessment, or such other time as may be prescribed by the Corporation;	41.7 (a) The Common Expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, fees to be paid in full on or before the 15th day of January following receipt of such notice of assessment. (b) Assessments for Utilities Expenses and Restricted Facilities Expenses shall be paid within thirty (30) days after the mailing of notices of such assessments.
f) All payments of whatsoever nature required to be made by each owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.	41.8 All payments of whatsoever nature required to be made by each Owner and not paid within such period as may from time to time be established by the Board, shall bear interest at the rate of twelve (12%) percent per annum or such rate as may be passed by special resolution from time to time from the date when due until paid. All payments on account shall be applied to interest and then to the assessment payment first due.
g) The Corporation shall, on the application of an owner, or any person authorized in writing by any of those persons, certify within ten (10) days:	
i) the amount of any contribution determined as the contribution of the owner;	41.10 The omission by the Board or the Developer to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release of the Owner or Owners from their obligation to pay the assessments or special contributions or any instalments thereof for

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his Owners Contributions by waiver of the use or enjoyment of any of the Common Property, by vacating or abandoning his Unit, or by declining to use utilities or services supplied to his Unit.
ii) the manner in which the contribution is payable;	
iii) the extent to which the contribution has been paid by the owner; and	
iv) the interest owing, if any, on any unpaid balance of a contribution;	
and, in favour of any person dealing with that owner the certificate is conclusive proof of the matters certified therein.	
h) Upon the written request of an owner, purchaser or mortgagee of a unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:	
i) a statement setting forth the amount of any contributions due and payable in respect of a unit;	
ii) the particulars of:	
(A) any action commenced against the Corporation and served upon the Corporation;	
(B) any unsatisfied judgment or order for which the Corporation is liable; and	
(C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;	
iii) the particulars of or a copy of any subsisting management agreement;	
iv) the particulars of or a copy of any subsisting recreational agreement;	
v) a copy of the current budget of the Corporation;	
vi) a copy of the most recent financial statements, if any, of the Corporation;	
vii) a copy of the Bylaws of the Corporation;	
viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;	
ix) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property;	
x) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to the possession of any portion of the common property;	
xi) a statement setting forth the amount held in the Capital Replacement Reserve Fund;	
xii) the unit factors and the criteria used to determine unit factor allocation;	
xiii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the units that are included in the condominium plan;	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>xiv) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.</p>	
<p>i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the owner or owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No owner can exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the common property or by vacating or abandoning his unit.</p>	
<p>j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.</p>	
	<p>41.5 Fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner:</p> <p>(a) a copy of the budget for the ensuing fiscal year which shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year, including a reasonable provision for contingencies and replacements; and</p> <p>(b) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors as shown in the Condominium Plan.</p>
<p>SPECIAL ASSESSMENTS</p>	
<p>47. If at any time it appears that the annual contributions towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or assessment against each unit in an amount sufficient to cover the additional anticipated common expenses. The Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the owners equally or as set forth in Bylaw 46 b) ii). Unless otherwise provided, all such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.</p>	
<p>DEFAULT IN PAYMENT OF CONTRIBUTIONS</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>48. Default in payment of assessments and lien for unpaid assessments, installments and payments:</p>	
<p>a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the unit title or interest of such owner to the extent provided for in the Act. The Corporation shall have the right to file a caveat or encumbrance against the unit title or interest of such owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall be deemed to have given to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client basis from such defaulting owner;</p>	
<p>b) Any other owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the owner in default, with respect to a unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this Bylaw;</p>	
<p>c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;</p>	
<p>d) In the event of any contribution, assessment against or installment or</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>payment due from an owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice;</p>	
<p>e) All reasonable costs of the Manager and reasonable expenses, and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission of an owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.</p>	
<p>ESTOPPEL CERTIFICATE</p>	
<p>49. Any certificate as to an owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the unit owner but this shall not prevent the enforcement against the unit owner incurring the said expense of all obligations of the said unit owner whether improperly stated in such estoppel certificate or not.</p>	<p>42.1 Any certificate as to an Owner's position with regard to expense assessments or otherwise, issued by an officer of the Corporation or the managing agent 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 his shall not relieve the Unit Owner or ex-Unit Owner if he has then disposed of his Unit from liability for all proper obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not, and the same may be enforced in accordance with these By-laws or the Act or as ordinary debts due by the Unit Owner or ex-Unit Owner to the Corporation.</p>
<p>LEASING OF UNITS</p>	
<p>50. a) In the event that any owner desires to lease or rent his unit, the term of such tenancy shall not be less than six (6) months, it being the object of the Corporation to prevent short term rentals for less than a normal summer season. The owner shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.</p>	
<p>b) The Corporation IS HEREBY AUTHORIZED TO:</p>	
<p>i) impose and collect deposits under Section 53 of the Act;</p>	
<p>ii) give notices to give up possession of residential units under</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
Section 54 of the Act; and	
iii) make applications to the Court under Sections 55 and 56 of the Act.	
c) No tenant shall be liable for the payment of contributions or assessments or common expenses under these Bylaws unless notified by the Corporation that the owner from whom he rents the unit is in arrears of payment of contributions, in which case the tenant shall deduct from the rent payable to the owner, such arrears contributions and shall pay the same to the Corporation for the purpose of applying that rent against the monthly contributions that are in arrears. Any such payment by the tenant shall be deemed to be a rental payment made to the owner.	
SEVERABILITY	
51. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.	
NOTICES	
52. Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid mail to the owner at the address of his unit or other known address or if left with the him or some other adult person at the said address or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received seventy-two (72) hours after it is posted. An owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws.	<p>46.1 Any notice may be served by the Corporation or any Owner either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Owner, or by telegraphing it prepaid to such Owner at his address as the same appears in the books of the Corporation. Any notice sent by post shall be deemed to have been served on the fifth day after the envelope or wrapper containing the same is posted. With respect to every notice sent by post, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office or into one of Her Majesty's letter boxes.</p> <p>46.2 All notices with respect to any Unit to which two or more Persons are jointly entitled shall be addressed to all such Persons and served upon any one of such Persons, and notice so given shall be sufficient notice to all Owners of such Unit.</p> <p>46.3 Any notice or document delivered or sent by post or left at the address of any Owner as the same appears on the books of the Corporation shall, notwithstanding such Owner be then deceased and whether or not the Corporation have notice of his decease, be deemed to have been duly served in respect of the Unit whether held solely or jointly with other Persons by such Owner until some other Person is entitled in his stead in the books of the Corporation as the Owner or joint Owner thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all Persons, if any, jointly interested with him in such Unit.</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	<p>46.4 The signature of any notice to be given by the Corporation may be written, stamped, t.,pewritten or printed or partly written, stamped, typewritten or printed.</p> <p>46.5 Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it is otherwise provided by counted in such number of days or other period.</p> <p>46.6 A certificate of the secretary or other duly authorized officer of the Corporation in office at the time of the making of the certificate as to the facts ir relation to the mailing or telegraphing or delivery or posting up of any notice ~o anj Owner shall be prima facie evidence thereof.</p> <p>46.7 A special general meeting and the annual general meeting may be convened by one and the same notice, and it shall be no object to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.</p> <p>20.3 An annual general meeting or a general meeting or anything done at that meeting is not invalid by reason only that:</p> <p>(a) a Person, by accident, was not, in respect of that meeting, given a notice under subsection 20.1; or</p> <p>(b) a Person did not in fact receive notice given under subsection 20.1 in respect of that meeting.</p>
<p>NOTICE OF DEFAULT TO MORTGAGEES</p>	
<p>53. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an owner shall also be sent to the mortgagee.</p>	
<p>DEBT RETIREMENT ON TERMINATION</p>	
<p>54. Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the owners in proportion to their unit factors subject to the interests of any mortgagees.</p>	
<p>COMPANY WHICH IS MEMBER OF BOARD</p>	
<p>55. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
Bylaw next following shall be deemed to be a resolution of the Board.	
ALTERNATE BOARD REPRESENTATIVE	
<p>56. A representative of a company on the Board may appoint any person whether another owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.</p>	
EXCLUSIVE USE AREAS	
<p>57. a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.</p>	
<p>b) While any such exclusive use area is not included in the condominium plan as part of a condominium unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained in a neat, clean and slightly condition at the sole expense of the owner to whom it has been assigned;</p>	
<p>c) If the owner shall fail to properly maintain any such exclusive use area assigned to him or them after ten (10) days' notice to him or them to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.</p>	
<p>d) The term exclusive use area does not include any fence, rail or similar structure bordering any designated exclusive use area or any hard surface, curbs or retaining wall;</p>	
<p>e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any area to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
REALTY TAXES	
<p>58. The realty taxes and other municipal and governmental levies or assessments against land, including improvements (e.g, Board Sheds) , comprising all or any part of the units and the common property comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act.</p>	<p>43.1 Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee.</p>
INDEMNIFICATION OF OFFICERS AND MANAGERS	
<p>59. The Corporation shall indemnify every member of the Board, manager, officer, authorized volunteer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses. The Corporation may by ordinary resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund, the cost of such bonding to constitute a common expense of the Corporation.</p>	
NON-PROFIT CORPORATION	
<p>60. The Corporation is not organized for profit. No owner, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:</p>	<p>44.1 The Corporation is not organized for profit. No member, member of the Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, distributed to, or enure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:</p>
<p>a) reasonable compensation may be paid to any member of the Board or owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and</p>	<p>44.1 (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and</p>
<p>b) any member of the Board or owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the</p>	<p>44.1 (b) any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
administration of the affairs of the Corporation;	connection with the administration of the affairs of the Corporation.
c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 5(k).	
USE AND OCCUPANCY RESTRICTIONS	
61. a) An owner SHALL NOT:	
i) use his residential unit or any part thereof, for any commercial, professional or other business purpose that requires the attendance of the public at such unit without prior written approval of the Board.;	
ii) make or permit noise within or about any unit or the common property which in the opinion of the Board constitutes a nuisance or unreasonably interferes with the use and enjoyment of a unit or the common property by any other owner or occupant. No instrument or other device shall be used within a unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other owners;	37.2 (e)make undue noise in his Unit or on or about the Common Property;
iii) With the exception of two dogs, two cats or one dog and one cat, keep or allow any animal, livestock, fowl or pet of any kind, at any time to be within his unit or on the common property, without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn at any time on reasonable grounds on seven (7) days' notice to that effect. All dogs and cats must be hand leashed on common property and all animals must be kept under control and in the custody of a responsible person at all times who shall not allow the animal to befoul or defecate on any landscaped area of the project. Any municipal Bylaws in effect in Vulcan County with regard to pets at any point in time shall have effect within the common property and municipal officers are hereby authorized and are permitted to enforce municipal Bylaws on the units and common property. An owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the common property necessitated by and caused by an approved pet. An owner shall clean up any animal defecation immediately from either the common property or the unit;	37.2 (f) keep any animals of any kind on or in the Project except that one dog or one cat may be kept on the Occupant's Unit if it is housed inside a cottage and is leashed and accompanied by the Occupant whenever it is outside the cottage;
iv) permit, erect or hang over or cause to be erected on the unit or on the common property or on the real property of the Corporation, any clotheslines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, hose reels, shades or screens, tarpaulins (for covering wood stacks or any other exposed objects) or any other matter or thing without the prior written consent of the Board. No satellite dish larger than 24 inches in diameter or television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any unit or recreational vehicle or the common property;	37.2 (g) place or erect on any Unit any structure, except, a fence, a deck, an awning or storage shed, cottage or residence, the design, material and colour of which has been approved by the Board and which complies with By-law 37.5
v) add additional plugs to any electrical post or overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
materials on his unit or on the common property, normal cleaning products, barbeques, and related household goods excepted;	
vi) do anything or permit anything to be done by any occupier of his unit within his unit, or the common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;	37.2 (h) remove from any Unit or the Common Property any chattel, fixture, erection or other installation thereon, made by the Corporation or on behalf of the Corporation, without the approval of the Board, and shall not make any alteration to the Unit and any of the Common Property component therein without the approval of the Board first obtained;
vii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers and shall not place chairs, tables, children’s play things, devices or toys or other objects on the lawns and grounds of the common property so as to damage them or to prevent growth or to interfere with the maintenance of the grounds generally;	37.2 (n) to permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns in the Common Property and shall not place their chairs, tables, children’s playthings, devices or toys or other objects on such lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of such lawns or the maintenance of such grounds generally;
vii) deposit customary household refuse and garbage in a manner prescribed by the Board;	37.2 (o) deposit household refuse and garbage outside his cottage other than in the manner prescribed by the Board;
ix) permit any member of his household, guests, visitors or pets to trespass on the unit of another owner;	
x) (A) allow a visitor to park anywhere except on an owner’s unit or on the common property roadway adjacent to the owner’s unit;	37.2 (s) trespass on another Occupant’s Unit and shall not permit his family or guests to trespass on another Occupant’s Unit;
(B) wash cars anywhere on the project other than on an owner’s unit;	
(C) carry out any repairs or adjustments to motor vehicles on the project except in garages on an owner’s unit;	37.2(m) effect repairs or adjustments to automobiles on the Project, nor shall any vehicles other than private passenger automobiles, station wagons, vans or pickup trucks be brought onto the Project without the written permission of the Board or its manager, save in the course of delivery to or removal from the Unit;
(D) bring onto the project any motor vehicles other than recreational vehicles as permitted in Bylaw 3. c), private passenger automobiles, light trucks up to one (1) ton in size or sports utility vehicles without the written consent of the Board or the Manager or duly authorized nominee thereof. A maximum of four (4) such vehicles may be parked on any unit, including a maximum of two boats and/or boat trailers. The Board has the discretion to direct owners to move large vehicles / boats if the sole opinion of the Board the large vehicles / boats are unsightly, blocking access, or creating a nuisance;	37.2 (z) park or bring into, or permit to be parked or brought into the Project any Recreational Vehicle or motor vehicle (including snowmobiles, motorcycles or off highway and all terrain vehicles) at any time without the prior approval of the Board or its Manager; provided that the Owner of each Unit shall, subject to the other provisions of these By-laws, be deemed to have approval to bring into the Project and park on or in his Unit two (2) automobiles, trucks or vans. Subject to item (a) herein, no Recreational Vehicles may be parked for overnight use except in areas specified by the Board.
(E) allow recreational vehicles or trailers (except as permitted in Bylaw 3. c), campers, horse trailers , snowmobiles, trail bikes, all terrain vehicles, or buses to be parked or stored outside a Building or on the common property, except in areas	37.2 (p) use or permit use of any part of the Common Property, other than portions thereof designated for such use by the Board, to park or store motor vehicles, boats or other chattels, or use any part of the

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
specifically designated by the Board;	Common Property for purposes other than as designated for or assigned by the Board
(F) keep on the parcel any vehicle which is not currently licensed or not in operating condition without the prior written consent of the Board;	
(G) drive any motor vehicle on the parcel at a speed in excess of 25 kilometres per hour, except on roadways so designated by the Board and only then at a maximum speed of 40 kilometres per hour;	37.2 (v) operate automobiles or any other vehicles on a Unit or on the Common Property at a speed in excess of twenty-five (25) kilometers per hour or as set and posted by the Condominium Corporation from time to time;
(H) operate snowmobiles, non-street legal motorcycles or off highway and all terrain vehicles on any unit or on the common property without written approval from the Board.;	37.2 (w) operate snowmobiles, motorcycles or off highway and all terrain vehicles on any Unit or the Common Property;
xi) obstruct or permit any passage or driveways or parking areas to be obstructed by any occupant, his family, guests or visitors or their vehicles;	37.2 (k) obstruct a sidewalk, walkway, passage, driveway, parking area or Common Property, except temporarily for ingress or egress directly to and from his Unit;
xii) allow his unit to become untidy, unsanitary or unsightly. The Board shall be at liberty to remove any rubbish or clean up a unit or the common property in close proximity to an owner's unit to its satisfaction and charge the expense to the owner;	37.2 (q) allow his Unit to become unsanitary, untidy or unsightly in appearance in the opinion of the Board or its manager;
xiii) subject to keeping tables, chairs, benches, potted plants and barbeque equipment on patio or deck during his seasonal occupancy, allow or cause any household or personal effects or articles belonging to him to be kept anywhere on his unit when not in actual use which are visible to other owners and passers-by, whether open or covered, and each owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including refrigerators, freezers, bicycles, toys and like things belonging to an owner's household be put away inside when not in actual use;	37.2 (t) allow the area in and around his Unit to become untidy; provided that the Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to any Unit to its satisfaction and charge the expense to the Occupant of such Unit
xiv) without the prior written approval of the Board, have any right of access to those portions of the common property used from time to time for utilities areas, maintenance, storage areas, operating machinery or any other parts of the common property used for the care, maintenance or operation of the project generally;	
xv) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or on or about any unit without the prior approval of the Board, except:	37.2 (r) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or on or about any Unit without the prior approval of the Board, except notices not exceeding twelve (12") inches by eight (8") inches (30 cm by 20 cm) in size placed upon notice boards provided by direction of the Board for the placement of notices;
notices not exceeding (12") inches by nine (9") inches (30 cm by 20 cm) in size placed upon notice boards provided by direction of the Board for the placement of notices;	
signs offering real estate for sale not exceeding twenty-four (24") inches by thirty (30") inches (60 cm by 75 cm) in size;	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>signs notifying the name of a builder or contractor during construction not exceeding twelve (24") inches by thirty (30") inches (60 cm by 75 cm) in size which must be removed after 15 days after construction has been completed, and in no instance longer than 12 months..</p>	
<p>xvi) have open fires anywhere on the project except in properly constructed fire pits on an owner’s unit, subject to any fire bans imposed by the Board or Vulcan County;</p>	<p>37.2 (x) have open fires anywhere on the Project except in properly constructed fire -- pits;</p>
<p>xvii) shoot at, hunt or kill wildlife or use firearms, bows, arrows, slingshots, traps or airguns in or on the project, except under circumstances authorized by the Board;</p>	<p>37.2 (y) shoot at, hunt or kill wildlife or use firearms, bow, arrows, slingshots or airguns in or on the Project;</p>
<p>b) An owner shall ensure that his occupants comply with those requirements that the owner must comply with under Subsection (a) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the units on behalf of the owners obtain from the tenants an undertaking, in writing, to the following effect:</p>	<p>37.3 An Owner shall ensure that his occupants comply with those requirements that the Owner must comply with under subsection 37.2.</p>
<p>“I, _____, covenant and agree that I, the members of my household and my guests from time to time will, in using the unit rented by me, any exclusive areas relating to the unit and all the common property, comply with the <i>CONDOMINIUM PROPERTY ACT</i>, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy.”</p>	
	<p>37.1 In this article: (a) “Common Facilities” means improvements upon the Common Property, real or personal, designated to be property to be used in common by all of the Occupants and Owners; (b) “Occupant” means anyone present on a Unit or in or upon the Common Property with the authority of an Owner (and includes an Owner); (c) “Project” means all the land including all Units and Common Property comprising the development commonly known as Little Bow Resort. 37.2 An Occupant shall not: (b) use or enjoy the Common Property in such a manner as to unreasonably interfere with its use and enjoyment by other Occupants of the Project; (c) use his Unit in a manner or for a purpose that would cause a nuisance or hazard to any other Occupant of the Project; (u) do any act or thing or neglect to fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or in its favour or which would increase the premium therefore;</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	37.2(i) use the Unit for any purpose which may be injurious to the reputation of the Project;
	37.2(l) permit, erect or cause to be erected or remain on the Common Property any structure, barrier or any other matter or thing of a permanent or semi permanent nature except with the prior approval of the Board;
AMENDMENT OF BYLAWS	
62. These Bylaws, or any of them, may be added to, amended or repealed by special resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least thirty (30) days prior to the date of any such special resolution.	36.1 Notwithstanding By-law 20 of these By-laws, where a By-law is to be amended, repealed or replaced, the Persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacement not less than fourteen (14) days prior to the day upon which the special resolution is to be voted on.
CHANGE OF LEGISLATION	
63. Should the Act be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all time with the full powers of the Act and to use all remedies available to it under the Act.	
ARBITRATION AND MEDIATION	
64. Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under <i>THE ARBITRATION ACT</i> .	
DEVELOPER'S RIGHTS	
65. During such time as the Developer is the owner of one or more units:	
(a) it shall have the right to maintain a reasonable number of units, whether owned or leased, as display units and to carry on all sales functions it considers necessary from such units; and	
(b) it shall have the right to such access and egress to the units, the common property and the common facilities as it considers necessary or desirable for the development of the parcel and any lands contained in the Phasing Agreement entered into by the Condominium Corporation and the Developer; and the rights of the Developer in this Bylaw may not be altered in any way without the written consent of the Developer.	
BARE LAND EASEMENT RIGHTS	
66. a) There is hereby created in respect of each unit shown in the bare land condominium plan in favour of the owner of that unit, and as appurtenant thereto, easements for the provision of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially	39.1 (a) Without limiting the generality hereof, each Owner acknowledges and agrees that they are bound the provisions of Section 17, 18 and 19 of the

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>heated or cooled air and other service including telephone, radio and television through or by means of any pipes, wires, cables or ducts for the time being existing in the parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the unit.</p>	<p>Act respecting easements. In addition, each Owner further agrees that there is implied in respect of each unit shown on the Condominium Plan and with respect to any residence constructed on a unit:</p> <ul style="list-style-type: none"> (i) in favour of the Owner of the unit and as appurtenant to the unit, an easement for the subjacent and lateral support of the residence and unit by the common property and by every other unit capable of affording support; (ii) in favour of the Owner of the unit and as appurtenant to the unit, easements for the passage or provision of water, sewage, drainage, gas, electricity, garbage and other services including telephone, radio and television services through or by means of any pipes, wires, cables or otherwise capable of being used in connection with the enjoyment of the unit; (iii) as against the Owner of the unit, an easement to which the unit is subject for the subjacent and lateral support of the Common Property and of every other unit capable of enjoying support; (iv) as against the Owner of the unit, easements, to which the unit is subject for the passage or provision of water, sewage, drainage, gas, electricity, garbage and other services including telephone, radio and television services through or by means of any pipes, wires, cables or otherwise as appurtenant to the common property and also to every other unit capable of enjoying those easements. <p>(b) The Owner of any utility service who is providing service to the unit is entitled to the benefit of any of those easements contained in these By-laws that are appropriate to the proper provision of that service, but not to the exclusion of the Owner of any other utility service.</p> <p>(c) All ancillary rights and obligations reasonably necessary to make an easement effective and to apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and replace, renew, or restore anything the dominant tenement is entitled to benefit from.</p> <p>(e) The Unit Owners covenant and agree that those easements and covenants registered against the lands and those set out in these By-laws are for the benefit of the Corporation and their Unit and that they run with the land, and may only be removed with the consent of the Corporation, the owners or operators of any utilities for whose benefit the easements or covenants are secured and any parties</p>

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	having an interest therein, the cost of which discharge or removal shall be at the Unit Owners expense.
b) There is created in respect of each unit shown in the bare land condominium	
plan as against the owner of that unit, easements to which the unit is subject for the passage or provisions of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the common property and also to every other unit capable of enjoying those easements.	
c) The local authority and owner of any utility service who is providing services to the parcel or to any unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service.	
d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit.	
e) Any owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub-clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the owner or occupier of an unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition.	
f) This easement does not affect the ownership or the maintenance obligations of any utility services located within the parcel. In other words, all utilities are to be treated as if the parcel was the subject of a conventional condominium development.	
g) The benefit and the burden of this easement shall run with the land;	
h) As each of the units is both a dominant and servient tenement, this utility easement shall be construed so that each owner shall have granted this easement in respect of each unit to the benefit of each owner in respect of the parcel save for that unit.	
i) This easement cannot be changed without the express written consent of any utility owner, including but not limited Telus Communications Inc., FortisAlberta, and Bow River Gas Co-op or their successors or assignees.	
ROADWAY EASEMENT	
67. a) The unit owner of each unit and the Condominium Corporation hereby grants to every other unit owner, the non-exclusive right, privilege and	39.1 (d) The Unit Owners acknowledging that the streets and roads providing ingress and egress to and throughout the area comprising

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
<p>easement of a right-of-way, in through and over and rights to pass and re-pass across, on and through and to remain on and use the common project roadway (located on all of the units) in common with all of the unit owners;</p>	<p>the Condominium Plan are situated on Units owned by the Condominium Corporation, covenant and agree that all Unit Owners, their successors and assigns shall have non-exclusive easements of access, ingress and egress to and over the streets and roads established in this condominium development. The Condominium Corporation shall maintain all such streets for reasonable pedestrian and vehicular access which streets shall at all times be maintained in a safe and clean condition and in good order and repair and shall be responsible for all costs with respect to the maintained in a safe and clean condition and in good order and repair and shall be responsible for all costs with respect to the maintenance and repair which subsequently be assessed against the Unit Owners as the Condominium Corporation determines. Should this obligation to maintain and repair fail to be discharged the Unit Owners shall have the right but not the obligation to perform such maintenance and repair and to be reimbursed for the costs and expenses thereof. All these covenants shall be binding upon and enure to the benefit of and shall run with the lands and to the benefit of any party acquiring right, title or interest in the lands, Units or any portion thereof.</p>
<p>b) Every unit owner agrees that the benefit and burden of this roadway easement shall run with the land;</p>	
<p>c) Every unit is a dominant tenement and each of the units is a servient tenement in this easement;</p>	
<p>d) This roadway easement cannot be changed without the express written consent of every unit owner.</p>	
<p>BOAT SHEDS</p>	
<p>68. a) The Corporation will prepare and maintain the Boat Shed Registry, a copy of which will be made available to any owner upon written request. The Boat Shed Registry will list each storage area and the owner who has the rights to use the storage area. The Boat Shed Registry will accurately reflect the owners who have contracted with the Developer, or other party who may develop future boat sheds, including the Corporation, for each boat shed built or to be built and paid for a proportionate share of each boat shed;</p>	
<p>b) The Boat Shed Registry will only contain names of owners of units. No non-owners will be granted rights to use the boat sheds, except as per agreement dated April 24, 2006 between the Condominium Corporation and Little Bow Resort Inc.;</p>	
<p>c) In the event an owner sells his unit and no longer owns any unit, the owner must notify the Corporation of the name of an owner to whom the rights will be transferred. The Corporation will update the Boat Shed Registry and provide written confirmation to both the owner being struck from the Boat Shed Registry and the</p>	

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
owner who was added to the Boat Shed Registry. The Corporation shall have the right to impose a nominal fee to an owner who is added to the Boat Shed Registry to recover the Corporation's administrative costs;	
d) Each owner listed on the Boat Shed Registry shall have the exclusive use of the corresponding storage area noted on the Boat Shed Registry. The granting of the right to use each storage area within the boat sheds is provided by the Corporation. Boat sheds are to be used for storage only, and can not be used as a garage or shop, and can not be used in conjunction with any enterprise;	
e) Each boat shed owner will be allowed to make improvements to the interior of the boat shed and the adjacent ground area in front of the overhead door (e.g. paved or concrete pad), for the corresponding storage area noted on the Boat Shed Registry. The boat shed owner will be solely responsible for all repairs to the interior of the boat shed, including any interior and exterior ground improvements, and the overhead door and all its parts, for the corresponding storage area noted on the Boat Shed Registry;	
f) The Board will prepare a separate annual budget for all costs specifically identified as relating to the ongoing costs of the boat sheds, including property taxes, insurance, maintaining a reserve fund, road maintenance, landscaping, etc. consistent with Bylaw 46. The obligation to prepare the boat shed budget will be the same as for the annual budget as described in Bylaw 46. The annual boat shed budget will be prepared and presented to owners concurrently with the annual budget as per Bylaw 46. The annual boat shed budget will be prepared to ensure that the owners listed on the Boat Shed Registry pay for all costs associated with the boat sheds and that the owners who are not listed on the Boat Shed Registry are not allocated any costs associated with the boat sheds;	
g) The Board will establish and maintain a separate reserve fund for the sole purpose of ensuring adequate funds are available for anticipated maintenance of the boat sheds;	
h) The Corporation's right to levy assessments and charge interest on unpaid assessments related to the boat sheds will be the same as for other assessments as per sections 46 and 48, including interest on overdue contributions;	
Section 46 and 48 supersede the arrangements between the Developer, the Corporation and owners for the collection of costs related to the boat sheds;	
j) After the transfer of unit 5 from the Developer to the Corporation, the Corporation may develop additional boat sheds with sufficient financial security from owners under such conditions as the Board deems reasonable subject to the Agreement dated April 24, 2006 between the Condominium Corporation and Little Bow Resort Inc.	
	38.1 During such time as the Developer is the Owner of one or more Units:

Draft Proposed Bylaws June 2006	Existing By-Laws 1993
	<p>(a) it shall have the right to maintain a reasonable number of Units, whether owned or leased, as display Units and to carry on all sales functions it considers necessary from such Units; and</p> <p>(b) it shall have the right to such access and egress to the Units, the Common Property, the Restricted Facilities and the Common Facilities as it considers necessary or desirable for the development of the parcel and any lands contained in this Phasing Agreement entered into by the Condominium Corporation and the Developer; and the rights of the Developer in this paragraph may not be altered in any way without the written consent of the Developer.</p>
	<p>41.9 Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before ninety (90%) percent of the Units have been occupied or sold by the Developer of the Project and prior to that first annual general meeting being convened and the fiscal year of the Corporation established, the following provisions will apply:</p> <p>(a) the Developer, at the expense of the Corporation, will cause to be prepared, in accordance with acceptable accounting principles by the chartered accountant nominated by the Developer, and interim statement of anticipated Common Expense, which may be revised and sent to the Owners every three (3) months;</p> <p>(b) for the period from the date when a Unit is occupied the Owner or Occupier of a unit shall pay to the Corporation on the first day of each quarter, following receipt by the Owner or Occupier of Notice of Estimated Assessments, being the amount of the assessment towards Common Expenses for which his Unit is responsible, based on the Unit Factor for his Unit and the other provisions of these By-laws relating to collection of assessments, enforcement of payment and remedies available after default shall apply mutatis mutandis. Alternatively, the Developer may apply a rent agreed upon with the Owner as payment of the Owner's share of Common Expenses.</p>