

**PHILLIPS LOFTS
EDMONTON
CONDOMINIUM CORPORATION NO. 0222718**

BY-LAWS

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PHILLIPS LOFTS

EDMONTON

CONDOMINIUM CORPORATION NO. 0222718

BY-LAWS OF THE CORPORATION

SECTION 1. DEFINITIONS AND APPLICATION

1. (1) In these By-laws,

- (a) “Act” means the *Condominium Property Act* and includes the Condominium Property Regulations;
- (b) “Annual General Meeting” means an annual general meeting of the Corporation;
- (c) “arrears” means any unpaid balance of fees or assessments levied by the Corporation and payable by an Owner if more than 30 days overdue;
- (d) “Board” means the Board of Directors of the Corporation pursuant to By-laws 4 and 5;
- (e) “By-laws” means the By-laws of the Corporation as amended from time to time, which shall regulate the Corporation and provide for the control, management and administration of the units and the common and corporation property;
- (f) “common expense(s)” means all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-laws including, without restricting the generality of the foregoing, all costs and expenses to the Corporation incidental to the use of the ownership of all property owned by or in which the Corporation has any interest and whether real or personal property, incurred as a result of collection proceedings required to collect them;
- (g) “common property” means so much of the parcel as is not comprised in any unit shown on the Condominium Plan. In these By-laws common property shall be understood to include corporation property;
- (h) “Condominium Plan” means the Plan registered at Land Titles by the Vendor under the Act as No. 0222718;
- (i) “Corporation” means Condominium Corporation No. 0222718 being the Corporation constituted under the Act by the registration of the Condominium Plan;
- (j) “corporation property” means any real and personal property owned by the Corporation or in which it has an interest not included in common property and for which the Corporation may from time to time be subject to obligations;

- (k) “Court” means the Court of Queen’s Bench;
- (l) “Developer” means a person who, alone or in conjunction with other persons, sells or offers for sale to the public units or proposed units that have not previously been sold to the public by means of an arm’s length transaction, to be read interchangeably with “Vendor”;

In the Act a reference to an arm’s length transaction or to a transaction being at arm’s length is a reference to a transaction that is conducted in an open market between willing parties to the transaction negotiating in their own respective self interest where the consideration.

- (m) “Director” means a member of the Board that is either appointed or elected;
- (n) “Exclusive Use” means permission may be granted by the Corporation permitting exclusive possession of a portion of the common or corporation property;
- (o) “General Meeting” means a general meeting of the Corporation;
- (p) “Landlord” means an Owner of a unit that is being rented and includes a person acting on behalf of the Owner;
- (q) “management agreement” means an agreement entered into by the Corporation governing the general control, management and administration of
 - (i) the real and personal property of the Corporation, and
 - (ii) the common property;
- (r) “Manager” means any manager retained from time to time by the Vendor, or any person, firm or corporation contractually appointed as Manager by the Board of the Corporation;
- (s) “Mortgagee” means the holder of a mortgage registered against the title to one or more units;
- (t) “Ordinary Resolution” means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by these By-laws, or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by these By-laws and representing more than fifty percent (50%) of the total unit factors for all the units;
- (u) “Owner” means a person or a corporation that is registered as the Owner of
 - (i) the fee simple estate in a unit, or
 - (ii) the leasehold estate in a unit when the parcel on which the unit is located is held under a lease and a certificate of title has been issued under section 3(1)(b) of the Act in respect of that lease;

- (v) "Parcel" means the land comprised in the Condominium Plan;
 - (w) "Party wall" means a common wall dividing two (2) adjoining units;
 - (x) "Project" or "entire project" means the units, all common property and all corporation property within the parcel as outlined on the Condominium Plan;
 - (y) "Purchase Agreement" means an agreement with the Developer whereby a person purchases a unit or acquires a right to purchase a unit;
 - (z) "Special Resolution" means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five percent (75%) of all the persons entitled to exercise the powers of voting conferred by these By-laws and representing not less than seventy-five percent (75%) of the total unit factors for all the units, or
 - (ii) agreed to in writing by not less than seventy-five percent (75%) of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by these By-laws and representing not less than seventy-five percent (75%) of the total unit factors for all the units;
 - (aa) "Unit" means
 - (i) in the case of a building, a space that is situated within a building and described as a unit in the Condominium Plan by reference to floors, walls and ceilings within the building, and
 - (ii) in the case other than that of a building, land that is situated within a parcel and described as a unit in the Condominium Plan;
 - (bb) "Unit factor" means the unit factor for a unit as assigned so that the total of the unit factors for all the units in the parcel is equal to 10,000.
- (2) 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.
 - (3) The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.
 - (4) These By-laws bind the Corporation and the Owners to the same extent as if the By-laws had been signed and sealed by the Corporation and by each Owner and contained covenants on the part of each Owner and every other Owner and with the Corporation to observe and perform all the provisions of the By-laws.
 - (5) If there is any conflict between these By-laws and the Act, the Act prevails.

SECTION 2 DUTIES OF THE OWNER

- 2(1) Owners of units and anyone in possession of a unit are bound by these By-laws.
- (2) An Owner
- (a) shall permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter in or on his unit for the purpose of
 - (i) inspecting the unit,
 - (ii) maintaining, repairing or replacing the interior portion of party walls, pipes, wires, cables and ducts existing in or on the unit and used or capable of being used in connection with the enjoyment of any other unit or common property,
 - (iii) maintaining, repairing or replacing common property, or
 - (iv) ensuring that the By-laws are being observed.
 - (b) shall forthwith
 - (i) carry out all work that may be required pursuant to these By-laws or as required by a municipal authority or other public authority in respect of his unit, other than any work for the benefit of the building or parcel generally, and
 - (ii) pay all rates, taxes, charges and assessments that may be payable in respect of his unit,
 - (c) shall maintain his unit in a state of good repair,
 - (d) shall notify the Corporation forthwith of
 - (i) any change in the ownership of the unit, or
 - (ii) any mortgage registered against the unit,
- and
- (e) shall not make structural, mechanical or electrical alterations to his unit or to the common property without the prior written consent of the Board, which shall not be unreasonably withheld.

SECTION 3 DUTIES AND POWERS OF THE CORPORATION

- 3(1) The Corporation is responsible for the enforcement of these By-laws and the control, management and administration of its real and personal property and the common property.
- (2) Without restricting the generality of subsection (1), the duties of the Corporation include the following:

- (a) to keep in a state of good and serviceable repair and properly maintain the real and personal property of the Corporation and the common property;
 - (b) to comply with notices or orders by any municipal authority or public authority requiring repairs to or work to be done in respect of the parcel.
- (3) The Corporation may
- (a) Acquire real or personal property to be used
 - (i) for the maintenance, repair or replacement of the real or personal property of the Corporation or the common property, or
 - (ii) by Owners in connection with their enjoyment of the real and personal property of the Corporation or the common property,
 - (b) borrow money required by it in the performance of its duties or the exercise of its powers, provided that the Corporation shall not borrow in excess of \$10,000.00 on any single occasion or incur aggregate indebtedness at any time exceeding \$50,000.00 without such borrowing or incurring of debt being approved by an ordinary resolution of the Corporation,
 - (c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage of unpaid contributions (whether levied or not), or a mortgage of any property owned by it or by any combination of those means,
 - (d) grant a lease for an exclusive use area under section 41 of the Act,
 - (e) charge interest under section 32 of the Act on any contribution owing to it by an Owner, with the maximum rate per the Regulation to the Act,
 - (f) file a caveat against the certificate of title of an Owner's unit for the amount of a contribution levied on the Owner but unpaid by him. Further procedures relative to caveats are to be as per the Act, section 31, and
 - (g) make an agreement with an 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.

SECTION 4 ELECTION OF THE BOARD OF DIRECTORS

- 4(1) The Board has an obligation to act honestly and in good faith. Every Director must declare a conflict of interest and not vote on matters involving conflicts.
- (2) The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof subject always however to any restrictions imposed or directions given at a General Meeting. Until the first Annual General Meeting of the Owners, the Board shall consist of an appointee or appointees of the Developer. Thereafter, the Board shall consist of not less than five (5) nor more than seven (7) persons of which not more than four (4) shall be appointees of the Developer. Members excepting the Developer's appointees shall be elected at each Annual General Meeting. The right of the Developer to designate appointees to the Board shall expire at such time as the Developer

controls less than fifteen percent (15%) of the unit factors or earlier at the discretion of the Developer.

SECTION 5 ELIGIBILITY TO SIT ON THE BOARD OF DIRECTORS

- 5(1) A person does not need to be an Owner in order to be elected to the Board.
- (2) Notwithstanding subsection (1).
 - (a) if a unit has more than one Owner, only one Owner in respect of that unit may sit on the Board at one time, and
 - (b) an Owner who has not paid to the Corporation the contributions due and owing in respect of his unit is not eligible for election to the Board and is also not eligible to nominate others for election to the Board.
- (3) Any corporate Owners of a unit may nominate any person for election to the Board as the representative of the corporate Owner on the Board.
- (4) An individual shall not be a member of the Board unless that individual is eighteen (18) years of age or older.

SECTION 6 VOTING

- 6 At an election of members of the Board each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the Board.

SECTION 7 TERM OF OFFICE

- 7(1) Subject to subsection (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 (2nd) year following the year in which he was elected to the Board.
- (2) At the first General Meeting convened under section 24 of the Act and section 4 of these By-laws
 - (a) not more than fifty percent (50%) 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 following 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 (2nd) year following the year in which they were selected.
- (3) Each member of the Board shall remain in office until
 - (a) the office becomes vacant under section 9 of these By-laws,
 - (b) the member resigns,
 - (c) the member is removed under section 8 of these By-laws, or

- (d) his term of office expires,
- whichever comes first.

SECTION 8 REMOVAL OF A MEMBER OF THE BOARD OF DIRECTORS

- 8 Except when the Board consists of less than five (5) individuals, the Corporation may by resolution at a General Meeting remove a member of the Board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

SECTION 9 VACATING OF THE OFFICE OF A MEMBER OF THE BOARD OF DIRECTORS

- 9 The office of a member of the Board is vacated if he or the Owner he represents
- (a) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada),
 - (b) is more than thirty (30) days in arrears in payment of any contribution required to be made by him as an Owner,
 - (c) is the subject of a certificate of incapacity issued under the *Dependent Adults Act*,
 - (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years,
 - (e) resigns his office by serving notice in writing on the Corporation, or
 - (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.

SECTION 10 VACANCY ON THE BOARD

- 10 When a vacancy occurs on the Board under section 9 of these By-laws, the Board may appoint an individual to fill that office for the remainder of the former member's term.

SECTION 11 OFFICERS OF THE CORPORATION

- 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 to be known as the Officers of the Corporation.
- (2) Notwithstanding subsection (1), the Board may designate one (1) person to fill the offices of secretary and treasurer.
 - (3) In addition to those duties assigned to the Officers by the Board.

- (a) the president or, in the event of his absence or disability, the vice-president,
 - (i) is responsible for the daily execution of the business of the Corporation, and
 - (ii) shall act as chairman of the meetings of the Board;

- (b) the secretary or, in the event of his absence or disability, another member of the Board designated by the Board,
 - (i) shall record and maintain all the minutes of the Board,
 - (ii) is responsible for all the correspondence of the Corporation, and
 - (iii) 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 those books as the Board directs,
 - (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.

- (4) A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.
- (5) If 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.
- (6) If 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.

SECTION 12 MAJORITY VOTE AND QUORUM OF THE BOARD

- 12(1) At meetings of the Board, all matters shall be determined 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.
- (2) A quorum for a meeting of the Board is a majority of the members of the Board.

SECTION 13 WRITTEN RESOLUTIONS

- 13 A written resolution of the Board signed by all of the members of the Board has the same effect as a resolution passed at a meeting of the Board duly convened and held.

SECTION 14 SEAL OF THE CORPORATION

- 14(1) The Corporation shall have a corporate seal that shall not be used except
- (a) under the authority of a resolution of the Board given prior to its use, or
 - (b) in the presence of not less than two (2) members of the Board who shall sign the instrument to which the seal is affixed.
- (2) Notwithstanding subsection (1), if 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.

SECTION 15 SIGNING AUTHORITY

- 15 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 corporate seal, and
 - (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

SECTION 16 POWERS OF THE BOARD OF DIRECTORS

- 16(1) The Board shall
- (a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit, and
 - (b) meet when a 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.
- (2) In addition to its other powers under the Act, the powers of a Corporation include the following:
- (a) to establish a fund for administrative expenses sufficient, in the opinion of the Corporation, for the control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any other obligations of the Corporation;
 - (b) to determine from time to time the amounts to be raised for the purposes mentioned in clause (a);

- (c) to raise amounts so determined by levying contributions on the Owners as described in subsection (4).
- (3) Prior to the first (1st) day of the month preceding the last month of the Corporation's fiscal year, the Board shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Corporation for the next year. The budget shall include reasonable provision for contingencies and replacements. The Corporation shall be liable for the amount of any assessment against completed units owned by the Corporation. If the amounts so estimated prove inadequate for any reason including non-payment of an Owner's assessment, the Corporation may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as herein provided.

Administrative expenses of the Corporation, without limiting the generality thereof, include the following:

- (a) all levies or charges or charges on account of garbage removal, electricity, water and sewer services supplied to the Corporation for the benefit of all Owners and such levies or charges against the corporation property, and not charged directly to any one Owner either by meter or otherwise;
- (b) management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or the Corporation;
- (c) all the charges on account of landscape, roadway/parking and grounds maintenance and for ice, snow and debris removal from corporation property;
- (d) all charges on account of lighting fixtures situated on common property and such charges for the corporation property;
- (e) all charges on account of building maintenance and repair for those portions of a unit for which the Corporation is responsible under these By-laws, including the roof, floor slab, elevators, interior portions of the party walls, exterior walls and other structural parts of the buildings, and all doors (excluding hardware) and windows located on exterior walls of units;
- (f) all levies or charges on account of property taxes excepting only those exclusively attributable to the Owner of a unit, and all other municipal and governmental levies or assessments against land, including improvements, comprising the corporation property;
- (g) all amounts for the Capital Replacement Reserve Fund;
 - (i) The Corporation shall, subject to the Act and regulation, establish and maintain a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacement of
 - (a) any real and personal property owned by the Corporation, and
 - (b) the common property,

where the repair or replacement is of a nature that does not normally occur annually.

- (ii) Notwithstanding clause (i), funds shall not be taken from a Capital Replacement Reserve Fund for the purpose of making capital improvements unless
 - (a) the removal of funds for that purpose is authorized by a special resolution, and
 - (b) after the removal of funds pursuant to the special resolution, there are sufficient funds, remaining in the capital replacement reserve fund to meet the requirements of clause (i).
- (iii) The money in the Capital Replacement Reserve Fund of the Corporation is an asset of the Corporation and no part of that money shall be refunded, loaned to or distributed to any Owner of a unit except where the Owners and the property cease to be governed by the Act.
- (iv) For the corporation property embraced by these By-laws, the Act requires completion of a reserve fund study and preparation of a reserve fund to establish and maintain a Capital Replacement Reserve Fund prior to two (2) years following the date of registration of the Condominium Plan.
- (v) Notwithstanding clause (iv), the Board may collect funds from the Owners for the purpose as a reserve fund prior to completion of the reserve fund study.
- (vi) Except for the purposes of paying for repairs to or replacement of depreciating property, neither the Corporation nor any person holding money or dealing with money on behalf of the Corporation is to commingle any funds that make up the Corporation's reserve fund with the Corporation's operating funds or any other Corporation reserve fund.
- (h) all insurance costs in respect of the insurance for which the Corporation is responsible under the By-laws and/or the Act;
- (i) all costs of an charges for all professional services required by the Corporation including without limitation all legal and accounting costs;
- (j) all costs and expenses whatsoever, including all maintenance and repair costs, taxes, financing charges, common expense unit charges, and all utilities charges, for or in respect of any unit owned by the Corporation itself;
- (k) all fees and charges of an Insurance Trustee;
- (l) all lease costs for any property leased by the Corporation;
- (m) all charges for maintenance of the access to and egress from municipal roadways and lanes.
- (4) Contributions from Owners to establish and maintain the fund for administrative purposes and for the Capital Replacement Reserve Fund will be in proportion to the unit factors of each condominium unit.
- (5) Contributions to administration expense fund prior to completion and sale of all condominium units shall be based on the following:

- (a) The budget of expenses is for the first fiscal year commencing approximately August 1, 2002.
 - (b) The proportion of expenses that each unit Owner will incur (based on unit factors) has been established on the premise that the entire completed project (i.e. 42 units) will contribute to those expenses. Since the sale of all units will not be completed at the start of the first (1st) fiscal year, the Developer has committed to ensure that the revenue will be equivalent to the total actual expenses for the first (1st) fiscal year by supplementing the fee revenue of the Condominium Corporation from unit Owners by an amount that will provide a no profit/no deficit result of the Condominium Corporation for that year.
 - (c) At the completion of the first (1st) fiscal year, the Board of Directors of the Condominium Corporation will continue to manage the administrative fund with fees assessed on a unit factor basis and the Developer will contribute a pro rata share of the expenses for the completed but unsold units based also on unit factors.
 - (d) While sales of units of the project are proceeding, unit Owners will commence payment of full fee assessments on the date of their title conveyance whether occupied or not, or on August 1, 2002, whichever date is later.
- (6) The administrative 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, in twelve (12) equal consecutive monthly installments, payable in advance, on the first (1st) day of the month immediately following receipt of such notice of assessment.
 - (7) All payments of whatsoever nature required to be made by each Owner and not paid within thirty (30) days from the due date for payment shall be considered in arrears and shall bear interest at a maximum rate of eighteen percent (18%) per annum (or such other maximum rate per the Regulation of the Act or any reduced rate of interest as may be approved from time to time by the Board) from the date when due until paid.
 - (8) The Board may employ on behalf of the Corporation any agents and employees it thinks necessary to control, manage and administer 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.
 - (9) The Board may, subject to any restriction imposed on it or direction given to it at a General Meeting of the Corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

SECTION 17 DUTIES OF THE BOARD OF DIRECTORS

17 The Board shall

- (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;
- (b) prepare financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation, for each Annual General Meeting;

- (c) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (d) submit to the Annual General Meeting an annual report consisting of the audited financial statements, an annual report respecting the Capital Replacement Reserve Fund and other information as the Board may determine or as may be directed by a resolution passed at a General Meeting.

SECTION 18 PROCEDURE FOR MEETINGS

- 18 All meetings of the Board and General Meetings shall be conducted according to the rules of procedure and adopted by the Board.

SECTION 19 GENERAL MEETINGS OTHER THAN AN ANNUAL GENERAL MEETING

- 19 The Board
- (a) shall, on the written request of the Owners entitled to vote and who represent not less than fifteen percent (15%) of the total unit factors for the units, convene a General Meeting, and
 - (b) may, whenever it considers it proper to do so, convene a General Meeting.

SECTION 20 NOTICES

- 20(1) When 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 on which the meeting is to be convened, give to each Board member and Owner written notice of the meeting stating
- (a) the place, date and time at which the meeting is to be convened, and
 - (b) the nature of any special business, if any, to be brought forth at the meeting.
- (2) On being notified by a mortgagee entitled to vote under section 21 of the Act that it wishes to be notified of General Meetings, the Board shall give to that mortgagee the same notices required to be given to the Owner under subsection (1) of this section.
- (3) An Annual General Meeting or a General Meeting or anything done at that meeting is not invalid by reason only that
- (a) a person, by accident, was not, in respect of that meeting, given a notice under subsection (1), or
 - (b) a person did not in fact receive a notice given under subsection (1) in respect of that meeting.
- (4) For instances other than Annual General Meetings or General Meetings, service of notices shall be per section 64(1) of the Act.

SECTION 21 QUORUM

- 21(1) Except as otherwise provided by 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.
- (2) A quorum for an Annual General Meeting or a General Meeting consists of not less than twenty-five percent (25%) of all persons entitled to receive notice under section 20 of these By-laws being present in person or represented by proxy at that meeting.
- (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.

SECTION 22 MEETINGS

- 22(1) The Board shall, once every year, convene an Annual General Meeting of the Owners.
- (2) An Annual General Meeting of the Owners shall be convened by the Board within fifteen (15) months of the conclusion of the immediately preceding Annual General Meeting.
- (3) The president or, in the event of his absence or disability, the vice-president or other person elected at the meeting, shall act as chairman of an Annual General Meeting or a General Meeting.
- (4) The order of business at an Annual General Meeting and, as far as practicable at any other General Meeting, shall be as follows:
 - (a) call to order by the chairman;
 - (b) calling of the roll and certifying of proxies;
 - (c) proof of notice of meeting, waiver or proxies, as the case may be;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;
 - (f) reports of committees;
 - (g) election of members of the Board;
 - (h) unfinished business;
 - (i) new business;
 - (j) close the meeting.

SECTION 23 SHOW OF HANDS

- 23(1) At an Annual General Meeting or a General Meeting, a resolution shall be voted on 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 has 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.

- (2) If a person demands a poll, that person may withdraw that demand and on the demand being withdrawn the vote shall be taken by a show of hands.

SECTION 24 TAKING OF POLL

- 24 A poll, if demanded, shall be conducted in a manner as directed by the chairman, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

SECTION 25 TIE VOTE

- 25 In the case of a tie in a vote taken at an Annual General Meeting or a General Meeting, 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.

SECTION 26 NUMBER OF VOTES

- 26(1) If a vote is taken by a show of hands, each person entitled to vote has one vote.
- (2) If a vote is taken by a poll, the number of votes that a person may cast shall correspond to the unit factors for the respective units represented by that person.

SECTION 27 VOTES AT AN ANNUAL GENERAL MEETING OR A GENERAL MEETING

- 27(1) Except for matters requiring a special resolution, all matters shall be determined by a majority vote.
- (2) Notwithstanding anything in these By-laws, neither an Owner nor a mortgagee is entitled to exercise the power of voting conferred on the Owner where
- (a) any contribution payable in respect of the Owner's unit, or
 - (b) any other obligation owing to the Corporation in respect of the Owner's unit or the common property,
- is in arrears prior to the day that the power of voting may be exercised.

SECTION 28 MANNER OF VOTING

- 28 On a show of hands or on a poll, votes may be given either personally or by proxy.

SECTION 29 APPOINTMENT OF PROXY

- 29 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.

SECTION 30 RESTRICTIONS OF VOTING

- 30 Except as provided for in the Act, there are no restrictions or limitations on an Owner's right to vote at an Annual General Meeting or a General Meeting.

SECTION 31 VOTE BY CO-OWNERS

- 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 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.
- (2) A co-owner may demand that a poll be taken.

SECTION 32 SIGNED RESOLUTION – MAJORITY VOTE

- 32 If a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened Annual General Meeting or General Meeting, would be entitled to vote, has the same effect as a resolution duly passed at the meeting.

SECTION 33 FAILURE TO COMPLY WITH BY-LAWS

- 33(1) If a person fails to comply with a sanction or to pay a monetary sanction imposed pursuant to a By-law, the Corporation may, in respect of the contravention,
- (a) take proceedings under Part 4 of the *Provincial Court Act* to recover from the person
 - (i) a monetary sanction, or
 - (ii) damages, in the case of any other sanction.
 - (b) take proceedings in the Court of Queen's Bench to recover from the person
 - (i) a monetary sanction of not more than \$10,000, or
 - (ii) damages of not more than \$10,000, in the case of any other sanction.

- (2) In an action under subsection (1), the Corporation must establish to the satisfaction of the court hearing the matter that
 - (a) the By-laws relating to the matter before the court were properly enacted, and
 - (b) the By-law for which the sanction was imposed was contravened by the defendant.
- (3) On hearing the matter, the court may do one or more of the following:
 - (a) give judgment against the defendant in the amount being sued for or any lesser amount as appears appropriate in the circumstances;
 - (b) in the case of proceedings taken in the Court of Queen's Bench, grant injunctive or other relief that the Court considers appropriate in the circumstances;
 - (c) dismiss the action;
 - (d) make an award as to costs as appears appropriate in the circumstances.
- (4) For the purposes of an action commenced under subsection (1)(a)(ii) or (b)(ii), once the court is satisfied that the requirements of subsection (2) have been met, damages are deemed to have been suffered by the Corporation.
- (5) Where a Corporation takes proceedings under this section, it is entitled to claim from the defendant the Corporation's legal expenses incurred in respect of the proceedings.
- (6) For the purposes of subsection (2)(a), a copy of a By-law that is certified by the Registrar as being a true copy of the By-law filed at the land titles office is prima facie proof
 - (a) of the contents of the By-law, and
 - (b) that the By-law was properly enacted.
- (7) An action taken against a person under this section does not restrict, limit or derogate from any other remedy that an Owner or the Corporation may have against that person.

SECTION 34 TENANTS

- 34 The Corporation is authorized to
- (a) impose and collect deposits under section 44 of the Act,
 - (b) give notices to give up possession of units under section 45 of the Act, and
 - (c) make applications to the Court under sections 46 and 47 of the Act.

SECTION 35 AMENDMENT OF BY-LAWS

- 35 Notwithstanding section 20 of these By-laws, if 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 on which the special resolution is to be voted on.

SECTION 36 RESTRICTIONS IN USE

36(1) In this section,

- (a) “occupant” means a person present in or on a unit or in or on the real or personal property of the Corporation or the common property with the permission of an Owner;
- (b) “Owner” includes a tenant.

(2) An Owner shall not

- (a) use or enjoy the real or personal property of the Corporation or the common property in such a manner as to unreasonably interfere with its use and enjoyment by other Owners or the occupants;
- (b) use his unit in a manner or for a purpose that will cause a nuisance or hazard to any other Owner or occupant, or the common property (e.g. create odors that are commonly considered obnoxious, generate excess humidity that could cause damage or excessive condensation, etc.);
- (c) use his unit for a purpose that is illegal or for any use that is not in accordance with Land Use By-law of the City of Edmonton;
- (d) make undue noise in or on his unit or on or about real property of the Corporation or the common property;
- (e) do anything in respect of his unit, the real or personal property of the Corporation or the common property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the Corporation.
- (f) hang or place on the real property of the Corporation or the common property or within or on a unit anything that is, in the opinion of the Board, aesthetically displeasing when viewed from outside the units;
- (g) obstruct a sidewalk, walkway, passage, driveway or parking area other than for temporary ingress and egress to and from his unit;
- (h) use any portion of the real property of the Corporation or the common property except in accordance with the By-laws;
- (i) store anything outside his unit;

- (3) An Owner shall ensure that his occupants comply with these requirements that the Owner must comply with under subsection (2).

SECTION 37 INSURANCE

37(1) The Corporation

- (a) shall place and maintain insurance on the units, other than improvements made to the units by the Owners, and the common property against loss resulting from destruction or damage caused by any peril prescribed by or otherwise required by the Act to be insured against, and
- (b) shall place and maintain insurance on the common property and corporation property against loss resulting from destruction or damage caused by any peril prescribed by or otherwise required by the Act to be insured against, and

for that purpose the Corporation has an insurable interest in the units and the common property.

- (2) In addition to placing and maintaining insurance under subsection (1), the Corporation shall place and maintain insurance against the following:
 - (a) any liability incurred by a member of the Board or an Officer of the Corporation arising out of any action or omission of the member or Officer with respect to carrying out the functions and duties of a member or Officer except as a result of a failure to comply with section 23(1.1) of the Act;
 - (b) any liability incurred by the Corporation arising out of any action or omission of a member of the Board or an Officer of the Corporation with respect to carrying out the functions and duties of a member or Officer;
 - (c) any liability incurred by the Corporation arising out of a breach of duty as the occupier of the common property.
 - (d) any liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.

SECTION 38 EXCLUSIVE USE AREAS

- 38(1) The Corporation may grant a lease or license permitting exclusive possession in respect of an area or areas of the common property or corporation property.
- (2) Where the Corporation grants a lease or license permitting exclusive possession in respect of an area or areas of the common property or corporation property, the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Lessee/Licensee.
- (3) A Lessee/Licensee of an exclusive use area does not have to be a unit Owner.

SECTION 39 RENTAL OF UNITS

- 39(1) An Owner of a unit shall not rent his unit until he has given written notice to the Corporation of his intention to rent the unit, setting forth
- (a) the address as which he may be served with a notice given by the Corporation, and
 - (b) the amount of rent to be charged for the unit.
- (2) If an Owner of a unit rents his unit it is a condition of that tenancy, notwithstanding anything in the tenancy agreements, that any person in possession of that unit shall not
- (a) cause damage to the real or personal property of the Corporation or the common property, or
 - (b) contravene these By-laws.
- (3) The Corporation may require an Owner who rents his unit to pay to and maintain with the Corporation a deposit that the Corporation may use for
- (a) the repair or replacement of the real and personal property of the Corporation or of the common property, and
 - (b) the maintenance, repair or replacement of any common property that is subject to a lease granted to the Owner of the unit under section 38 of these By-laws,
- that is damaged, destroyed, lost or removed, as the case may be, by any person in possession of the rented unit.
- (4) A deposit referred to in subsection (3) shall not exceed one (1) month's rent charged for the unit.

SECTION 40 DISPUTE RESOLUTION

- 40(1) Any dispute respecting any matter arising under the Act or in respect of these By-laws of the Corporation may, with the agreement of the parties to the dispute,
- (a) be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute, or
 - (b) be arbitrated under the *Arbitration Act*.
- (2) Nothing in subsection (1) shall be construed so as to prohibit a dispute from being arbitrated subsequent to an unsuccessful attempt to deal with the dispute by means of mediation, conciliation or a similar technique.

SECTION 41 PARKING

- 41 A maximum of one (1) parking space is available for designation by the Board for each unit, unless otherwise approved by the Board.

SECTION 42 PARTY WALLS

- 42(1) The property lines of the units are defined by the center line of common walls as constructed between units or the vertical plane between units where no wall exists, and the interior of the undecorated surfaces of exterior perimeter walls, floor and ceiling.
- (2) Each common wall shall be used by the Owners of the adjoining units, as a Party Wall.
- (3) The common walls shall be used and maintained as Party Walls perpetually.
- (4) Party Walls shall be repaired and maintained by the Owners of adjoining units and if a Party Wall is totally or partially destroyed, those Owners shall cooperate fully and equally in rebuilding the wall. To the extent possible, the Party Wall shall be rebuilt or repaired in the same place, of the same proportions, and of the same materials as the original Party Wall.

END OF BY-LAWS

OF CONDOMINIUM CORPORATION NO. 0222718