

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) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and 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;
 - (vii) a cross-liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured;
 - (viii) subject to sub-clause (g) below, the Corporation shall obtain and pay for all glass insurance for the Project.
- (c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Managed Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall, upon request, be delivered to each mortgagee who has given written notice of its 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, Managed Property, Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situated.
- (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, as soon as practicable to each of the Insureds immediately upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The master policy 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.
- (e) Notwithstanding anything aforesaid, all proceeds or insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- (f) The Owner 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 notwithstanding anything herein to the contrary neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interests

of tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit or on any Privacy Area, is the sole responsibility of the Owner, tenant or occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.

- (g) In the event an Owner incurs or suffers damage or loss to the Unit or to any interior finishing or improvements of the Unit and/or the Common Property and/or the Managed Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was in relation to any matter or thing that is under the care and control of the Owner, or was caused by or arose out of any act or omission by such Owner, their servants, agents, licensees, invitees or tenants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

49. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners proportionately based upon the proportion that the Unit Factor for their respective residential Unit bears to the total Unit Factors (being 10,000) for the Condominium Corporation excluding therefrom units with a nominal unit factor, such as parking Units or storage Units, if applicable, or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - (i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services for the Common Property and the Managed Property supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (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;
 - (iii) All the charges on account of cleaning or sweeping of all walkways, lawn maintenance and landscaping and for debris removal from Common Property and Managed Property not designated as a Privacy Area (except parking stalls) and snow removal from all walkways, parking stalls and roadways;
 - (iv) All charges on account of lighting fixtures situated on Common Property, Managed Property or on any Unit owned by the Corporation, except light fixtures (including bulbs) on the balcony or patio of each Unit;
 - (v) All charges on account of maintenance for those portions of Common Property, Managed Property and any Unit owned by the Corporation for which the Corporation is responsible under these Bylaws;
 - (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 furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
 - (viii) 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 fees and disbursements;
 - (ix) All reserves for repairs and replacement of Common Property, Managed Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
 - (x) Maintenance of the exterior walls and other structural costs of the buildings;
 - (xi) The cost of maintaining fidelity bonds as provided in these Bylaws;
 - (xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xiii) The allocable or pro rata portion of the cost of any electricity or water taken from any exterior plug or tap which is billed directly to an Owner by the provider of such electricity or water and which is used by the Corporation for purposes of operating or maintaining Common Property or Managed Property.
- (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 the Unit:
- (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners proportionately based upon the proportion that the Unit Factor for their respective residential Unit bears to the total Unit Factors (being 10,000) for the Condominium Corporation excluding therefrom units with a nominal unit factor, such as parking Units or storage Units, if applicable, except, that 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 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 the 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 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. At least annually, the Board shall pass a resolution and transfer the required funds from its operating account into the Capital Replacement Reserve Fund account.

- (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, in twelve (12) equal consecutive monthly installments payable, in advance on the first day of each month, the first installment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- (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.
- (g) The Corporation shall, on the application of an Owner or any person authorized in writing by them, certify within ten (10) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution;and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.
- (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 at the cost of the person requesting, 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) a copy of the current budget of the Corporation;
 - (v) a copy of the most recent financial statements of the Corporation;
 - (vi) a copy of the Bylaws of the Corporation;

- (vii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - (viii) the particulars of or a copy of any subsisting lease of any of the Common Property;
 - (ix) the amount held in the Capital Replacement Reserve Fund or any other replacement reserve fund;
 - (x) the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xi) any structural deficiencies in the Project;
 - (xii) 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.
- (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 are fixed. No Owner can exempt themselves from liability for the contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or Managed Property or by vacating or abandoning the Unit.
- (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.

50. SPECIAL ASSESSMENTS

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 in the manner set forth in Section 48(b)(ii) above. All such special assessments shall be payable on the due date for payments as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

51. DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of assessments and lien for unpaid assessments, installments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, 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. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such

Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate 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 but not limited to the recovery by the Corporation of its legal fees and disbursements on a solicitor and their own client basis from such defaulting Owner. The Corporation shall ensure that, in commencing legal proceedings to collect amounts owing to it by an Owner, it complies with any applicable time limit provisions of the Limitations Act so as to preclude such Owner raising a defense of immunity from liability in respect of the Corporation's claim;

- (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 by such other Owner, with respect to a Unit, 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 the lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (d) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of 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;
- (e) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and their 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, their 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.

52. ESTOPPEL CERTIFICATE

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 Manger shall be deemed to be an estoppelcertificate and the Corporation and all of the Owners shall be estopped from denying the accuracyof 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 allobligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

53. LEASING OF UNITS

- (a) In the event that any Owner desires to lease or rent the Unit they shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, as set forth in Section 63(c) below, 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 tenant, within twenty (20) days of occupancy, must provide to the Corporation upon request, a certificate of insurance evidencing existence of a tenant's insurance policy. The Owner shall not be released of any of their obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.
- (b) The Corporation IS HEREBY AUTHORIZED TO:
 - (i) impose and collect deposits under Section 53 of the Act, if any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board ofits use;
 - (ii) give notices to give up possession of residential Units under Section 54 of the Act;and
 - (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (c) No 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 they rent the Unit is in default of payment of contributions, in which case the tenants shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the Owner.

54. SEVERABILITY

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.

55. NOTICES

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 recordedmail to the Owner at the address of the Unit or other known address or if put under the front door

or in the mailbox of the Unit or if left with the Owner or with some other adult person at the said address or if sent by electronic means to an electronic address that the owner has specifically provided as an address to which information may be provided by those electronic means, 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 seven (7) days after it is sent by ordinary mail and received twenty-four (24) hours after it is sent by electronic mail. 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.

56. NOTICE OF DEFAULT TO MORTGAGEES

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, if such default continues for a period of ninety (90) days.

57. DEBT RETIREMENT ON TERMINATION

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.

58. CORPORATION WHICH IS MEMBER OF BOARD

A corporation 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 corporation and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a corporation 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 Bylaw next following shall be deemed to be a resolution of the Board.

59. ALTERNATE BOARD REPRESENTATIVE

A representative of a corporation on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as the alternate representative on the Board and as such to attend and vote in their 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 they are a member of the Board they shall be entitled to two (2) 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.

60. PRIVACY AREAS AND PARKING AREAS

(a) The Owner of a Unit shall have THE EXCLUSIVE USE OF:

- (i) the patio/balcony immediately adjacent to the Unit which can be accessed directly from within the Unit; and
- (ii) an area of the Common Property for the purpose of parking one (1) private motor vehicle (and motorcycle if sufficient space) thereon which may be assigned, leased or licensed by the Board; and
- (iii) a storage locker which may be assigned, leased or licensed by the Board;

all of which shall constitute Privacy Areas granted to any Owner pursuant to these Bylaws. Any landscaping or improvements of the privacy areas may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of such approved landscaping or improvements shall be the sole responsibility of those Owners who have their exclusive use.

- (b) 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 such Privacy Area assigned or designated by it hereunder.
- (c) While any such privacy area is not included in the Condominium Plan as part of a condominium Unit, such Privacy Area shall be maintained on a day to day basis in a clean and slightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush and snow, in its discretion, from the roadway, parking stalls and all walkways (BUT NOT from the patios or decks) and structurally maintaining the roadways, fences, gates, patios, balconies, original cement block walkways, and common walkways to a standard considered reasonable by the Board and mowing all grass on the Common Property (including in Privacy Areas);
- (d) If the Owner shall fail to properly maintain any such Privacy Area assigned to them after ten (10) days' notice to 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.
- (e) The term Privacy Area does not include any fence, rail, gate or similar structure bordering any designated Privacy Area which shall be the responsibility of the Corporation.
- (f) The Corporation at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence 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 repassover, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.
- (h) Any parking stall or Parking Unit designated to or owned by an Owner shall be maintained by such Owner on a day to day basis in a clean and slightly condition at the sole expense

of such Owner PROVIDED THAT the Board shall be responsible for removing gravel, slush and snow, in its discretion, and structurally maintaining the parking stall or parking Unit. The parking stall or parking Unit shall not be used for any purpose other than parking motor vehicles. Without limiting the generality of the foregoing, an Owner shall not store any items or personal property in a parking stall or parking Unit, for any length of time.

61. REALTY TAXES

The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the condominium Project shall be assessed and imposed in accordance with provisions of the Act but until such time as the assessing authority assesses each unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective unit factors.

62. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify every member of the Board, manager, officer or employee and their heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board Member, Manager or officer of the Corporation, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that any or all members of the Board be bonded by a recognized bonding institution in an amount not less than the total funds in the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

63. NON-PROFIT CORPORATION

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, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) 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;
- (b) any member of the Board or Owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred by such Owner in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to these Bylaws.

64. USE AND OCCUPANCY RESTRICTIONS

- (a) In this Section:
 - (i) **"Occupant"** means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
 - (ii) **"Owner"** includes a tenant;
- (b) the cost of repair or maintenance of the Common Property or the Managed Property caused by the neglect, deliberate act or omission of an Owner, will be charged to that Unit Owner;
- (c) An Owner SHALL NOT:
 - (i) except with the prior written consent of the Board, use the Unit or any part thereof, for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Calgary Municipal Bylaw or for any purpose which may be illegal or injurious to the reputation of the Project. No garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board, and no Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting service without prior written consent of the Board, which consent may be arbitrarily withheld;
 - (ii) make or permit noise in or about any Unit or the Common Property or allow any odour to emanate or escape from the Unit which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. No workman or contractor shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. on weekdays or at any time on Saturdays, Sundays or legal holidays without the prior written consent of the Board;
 - (iii) keep or allow any pet of any kind at any time including visitors' pets, to reside in the Unit or on the Common Property without the specific approval in writing of the Board, which approval shall not be unreasonably withheld by the Board and which approval may, if given, be withdrawn anytime on reasonable grounds on seven (7) days' notice to that effect in which event the applicable pet shall be removed forthwith from the Unit and the Common Property. In determining its approval of a particular pet, it shall not be unreasonable for the Board to refuse its consent in accordance with the following:
 - (a) No rodents, snakes, spiders, reptiles, exotic or designer pets, livestock or fowl will be approved;
 - (b) Not more than two (2) pets per Unit will be approved;

- (c) No pets weighing greater than twenty (20) kilograms will be approved, provided, however, that this weight limit shall not apply to dogs;
- (d) No vicious dogs are permitted in any Unit or on any portion of the Common Property. For the purposes of this Bylaw, a vicious dog is one that has (i) killed or injured any person or another animal; or (ii) aggressively harasses or pursues another person or animal while running at large;

It shall be considered reasonable for the Board to withdraw its consent or refuse its consent to a pet where such pet is causing a nuisance in the reasonable opinion of the Board, which shall include without limitation, causing a mess to the Common Property or the Managed Property, causing damage to the Common Property or the Managed Property, or making noise or causing odour which is disturbing to other persons on the Common Property or in any Unit. An Owner shall clean up any animal defecation immediately from any of the Common Property, their Unit or their Privacy Area. All pets approved must be hand leashed on the Common Property or Managed Property outside of Privacy Areas and kept under control at all times. No pet shall be left unattended on a deck or patio or parking stall. Any municipal Bylaws in effect in the City of Calgary with regard to animals at any point in time shall have effect within the Common Property and the Managed Property and municipal officers are hereby authorized and are permitted to enforce City Bylaws on the Common Property and the Managed Property. An Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property or the Managed Property necessitated by and caused by an approved pet;

- (iv) keep within a Unit or on any Privacy Area any fish tank(s) or aquatic tank(s) with a maximum individual (or cumulative, where there is more than one such tank) volume that is greater than 60 gallons;
- (v) keep within a Unit any waterbed or other furniture that is inflated or filled with water;
- (vi) use or permit the use of the Unit other than for residential purposes except as specifically permitted in these Bylaws;
- (vii) permit the Unit to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board nor shall the number of persons occupying a Unit exceed the numbers permitted by the City of Calgary or any Provisional law or authority;
- (viii) do any act or permit any act to be done, or alter or permit to be altered the Unit in any manner, which will alter the exterior appearance or the structure comprising the Unit or any other Units without the prior written approval of the Board, including the painting of any portion of the building, balcony, or railings or patio or patio walls, without the prior written approval of the Board. An Owner shall not install an air-conditioning Unit that is visible from the outside of the Unit without the prior written consent of the Board. No surface coverings shall be applied to any patio or balcony without the prior written consent of the Board. An

Owner shall not change the colour of any exterior lightbulb from that which was originally installed by the Developer;

- (ix) permit rugs, blankets, flags or laundry (INCLUDING bathing suits and towels) to be hung other than inside the Unit;
- (x) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping creating accommodation) or any other item on the Common Property, the Managed Property or on any Privacy Area assigned to them without the prior written consent of the Board and notwithstanding such consent shall be responsible for the maintenance of such and for any damage to the Common Property, the Managed Property or any Privacy Area;
- (xi) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit, or on the Common Property, the Managed Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit, on the Common Property or on the Managed Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property and/or the Managed Property to its previous condition prior to such installation as approved by the Board;
- (xii) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the Unit, on the Common Property or on the Managed Property. Provided however, that such restrictions do not apply to:
 - (A) reasonable amounts of materials used for normal maintenance and repair of the Unit, which is stored away from any open flame;
 - (B) propane gas normally used to operate an Owner's barbeque. Such barbeque is to be used only on the deck or patio of the Unit in an open area;
- (xiii) do anything or permit anything to be done in the Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xiv) do anything or permit anything to be done by any Occupant of the Unit in the 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;
- (xv) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the

lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;

- (xvi) deposit customary household refuse and garbage outside the Unit other than in proper secure non-drip proper garbage bags placed in the garbage containers provided by the Corporation. All bulk waste items such as discarded household furnishings, packing cartons, construction materials, paints or tires which the City of Calgary garbage pick-up service will not normally collect, shall be promptly removed from the Project by the Owner at their sole cost and expense. No garbage shall be left outside a Unit or on a Privacy Area or anywhere on the Common Property or the Managed Property except in the garbage containers placed where designated by the Board from time to time;
- (xvii) erect, place, allow, keep or display signs, billboards, advertising matter, signs, or other notices or displays of any kind on the Common Property or the Managed Property including any Privacy Area assigned to them or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board however, "For Sale or For Rent" signs are allowed in a window and a real estate sandwich board sign is allowed for an open house. Professional security signs are allowed in flower beds or in windows without approval. Otherwise, no signs shall be placed anywhere on the landscaped area;
- (xviii) permit any member of their household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- (xix) with respect to motor vehicles:
 - (A) use the common roadways for the parking of any private motor vehicles at any time. No motor vehicle shall be parked on the grassed area of the Project at any time;
 - (B) wash motor vehicles anywhere on the project except in compliance with municipal bylaws, in such manner as will not cause nuisance or annoyance to other Owners, and in such place and at such times as the Board may, from time to time direct;
 - (C) carry out any repairs or adjustments or servicing (including oil changes) to private motor vehicles on the Project;
 - (D) bring onto the project any vehicles other than private motor vehicles, without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of a delivery to or removal from premises;
 - (E) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on the Common Property or the Managed Property. An Owner may not park a holiday trailer or motorhome on the roadway or a driveway at any time, even if only for the purposes of loading or unloading. A bicycle or motorcycle may be parked in the same stall as a

private motor vehicle provided that they are parked properly and do not block ingress or egress to any other adjacent parking stall;

- (F) keep anywhere on the Common Property or the Managed Property any private motor vehicle which is not currently licensed, insured or not in operating condition without the prior written consent of the Board;
- (G) drive any motor vehicle on the Common Property or the Managed Property at a speed in excess of ten (10) kilometers per hour or in any manner that, the Board in its sole discretion, deems hazardous or dangerous;
- (H) park or allow any Occupant of a Unit to park in visitor parking (except visitors as specifically allowed in these Bylaws);
- (I) allow any motor vehicle parked on a Privacy Area to leak oil, grease, gasoline or antifreeze on to such Privacy Area. If such leak occurs, such Owner shall be responsible to clean the Privacy Area of such oil, grease, gasoline or antifreeze as soon as reasonably possible;
- (J) allow visitors (which, for certainty does not include members of the Owner's household) to their Unit to park private motor vehicles anywhere on the Project except in the visitor parking designated by the Board from time to time, and then for no period longer than twelve (12) consecutive hours to a maximum of 14 days in any calendar year without prior written consent of the Board;
- (K) bring onto the project any vehicle, which is in the sole opinion of the Board, objectionably noisy or which is a source of annoying noises or odours;
- (L) erect any storage box, structures or improvements on or within a parking stall or alter or add to a parking stall without prior written consent of the Board;
- (xx) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by their family, guests or visitors or their vehicles;
- (xxi) shake mops, dusters, rugs, blankets of any kind or throw anything out of any windows or doors or on the Common Property or the Managed Property, nor permit anything of this kind to be done;
- (xxii) allow the Unit or Privacy Area assigned to them to become unsanitary, untidy or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property or the Managed Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner. An Owner shall not allow mail or other papers to accumulate in a mailbox;
- (xxiii) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Unit or any structural alterations to the outer boundary of any Unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration

or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any consultant engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

- (xxiv) use a toilet, sink, tub, drain or other plumbing fixture in a manner that may interfere with the operation for which it was installed, and an owner shall not use or permit the use of any of the foregoing for the disposal of cooking oil, animal litter, garden soil or other solid plant-growing media or similar solid or emulsifying substances;
- (xxv) be responsible for snow removal other than from their patio or balcony and their front Privacy Area adjacent to the Unit, if any. No owner shall shovel snow or run water on to the Privacy Area of another Owner;
- (xxvi) use the balcony, deck, patio or other areas outside of the Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to them to be kept anywhere except inside the respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, belonging to an Owner's household be put away inside such Unit or otherwise disposed of when not in actual use, however, lawn furniture, neat storage boxes, planted flower pots, a propane or electric barbeque, bicycles or seasonal toys or tools on the deck or patio are permitted provided they do not exceed the height of the fence or railing. No satellite dishes, sofas, freezers, car seats, mattresses, paint cans, vehicle batteries, motor oil, tires, household appliances, household furniture or packing boxes shall be stored on a deck or patio. Nothing shall be hung from the exterior of the building or attached to a fence without the prior written consent of the Board;
- (xxvii) prevent or prohibit access to and use of exterior water taps or electrical plugs on Privacy Areas for purposes of maintaining Common Property or the Managed Property;
- (xxviii) without the prior written approval of the Board, have any right of access to those portions of the Common Property or the Managed Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to them under these bylaws, operating machinery or any other parts of the Common Property or the Managed Property used for the care, maintenance or operation of the Project generally;
- (xxix) use foil, bedsheets, towels, flags, newsprint or other offensive opaque material on any window. An Owner shall not install window tinting or any security film to a window without the prior written consent of the Board;
- (xxx) feed or harbor any birds, squirrels or any other wildlife from the balcony, deck, patio or window of the Unit or on the Common Property or the Managed Property.

Bird feeders are allowed on a Privacy Area provided the occupant keeps the area clean and free from debris, seeds, and droppings;

- (xxxix) render a Unit unfit for human habitation;
- (xxxix) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
- (xxxix) cook on the deck or patio of the Unit except with an electric, natural gas or propane barbeque. No charcoal briquette barbeques are allowed. An Owner shall not, other than using a barbeque as aforesaid, ignite a fire on the Common Property or the Managed Property, including the Privacy Area of the Unit, nor erect or use any fireplace, fire pit or portable fire receptacle (all referred to herein as a "**Fire Receptacle**"). Fire Receptacle includes a chimney, wood burner, firetable, firebowl, firepit bench, portable fireplace, outdoor hearth, firestove, fireplace chimney or any other outdoor fire receptacle);
- (xxxix) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1 of each year to February 15 of the following year. Any other seasonal decorations visible from the exterior of the Unit require the prior written consent of the Board. No Christmas tree shall be left on a balcony, patio or placed in any garbage receptacle or on any other Common Property or Managed Property and must be removed from the Project by January 15, weather permitting;
- (xxxix) hang a flag, wind sock or wind chime anywhere on the Common Property, Managed Property or Privacy Area without the prior written consent of the Board;
- (xxxix) install a hot tub anywhere on the Project;
- (xxxix) use any skateboard, scooter, in-line skates, trick bicycles at or any similar equipment on the Common Property or the Managed Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit, the Common Property or the Managed Property by any other Owner or Occupant. No ramps for such activities are allowed on the Common Property or the Managed Property. No playing is allowed on the roadway or parking areas. No tobogganing, sledding, boarding, tubing or sleigh riding is allowed on the Common Property or the Managed Property;
- (xxxix) bring or store any commercial shopping carts on the Common Property, the Managed Property or into any Unit in the Project other than to unload groceries or parcels and immediately return the same to the authorized location;
- (xxxix) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- (xl) smoke anywhere on the Common Property or the Managed Property except on a balcony or patio and the Owner shall dispose of smoking material into a fire

retardant receptacle placed on such balcony or patio which receptacle shall be filled with either sand or water. An Owner shall not throw any smoking or combustible materials whatsoever out of windows, over balconies, or onto any Common Property or Managed Property;

(xli) allow any windows in the Unit to remain open in cold weather such that pipes and mechanical systems in the Unit freeze or become susceptible to freezing and in no event when the outside temperature is or is expected to be below 5 degrees Celsius. An Owner shall at all times (whether vacant from the Unit or otherwise) ensure that the air temperature of their unit is not lower than 15 degrees Celsius;

(xlii) bring, make or advance any claim through or with any third party new home warranty provider with respect to the Common Property or the Managed Property, and for certainty, subject to Section 70(d), only the Board may make such claims.

(d) An Owner shall ensure that the Occupants comply with those requirements that the Owner must comply with under Subsection (a) and (b) 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;

"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 Privacy Areas relating to the Unit and all the Common Property and Managed Property, comply with the *Condominium Property Act*, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

65. RESTRICTIVE COVENANTS

Each of the residential Units and the parking Units and storage Units, if any, in respect thereof are hereby charged with the following restrictive covenants:

- (a) An Owner of a residential Unit shall not permit any person to use or occupy the parking Unit or storage Unit (whether under lease, license or otherwise) unless such person is the lawful Occupant of the residential Unit or unless, in the case of a parking Unit such person is using or occupying the parking Unit as a visitor with the consent of the Board;
- (b) An Owner of the residential Unit shall not sell, lease or otherwise dispose or divest itself of the parking Unit or storage Unit, if any, except to the Corporation or to a person acquiring the residential Unit (whether by sale, lease or otherwise) and then only subject to the terms and conditions hereof, the intent being that at all times the parking Units and storage Units shall be available for first use by the Occupants of the residential Units;
- (c) An Owner of the residential Unit shall not lease or otherwise dispose or divest itself of the parking Unit or storage Unit, if any, to a non-Owner or non-Occupant (whether by sale, lease or otherwise) without the prior written consent of the Board and then only subject to the terms and conditions hereof, the intent being that at all times the parking Units and storage Units shall be available for first use by the Occupants of the residential Units;
- (d) An Owner of a residential Unit who mortgages or otherwise encumbers the residential Unit shall also secure the parking Unit and storage Unit, if any, in respect thereof, such that in the event the mortgagee or encumbrance is forced to realize on its security and effects a

sale or other disposition of the residential Unit, such sale or other disposition shall include the sale of the parking Unit and the storage Unit, if any;

- (e) An Owner of the residential Unit shall not sell, partition or otherwise divide any interest in the parking Unit or storage Unit, if any, so as to diminish its size;
- (f) An Owner of the residential Unit shall not use the parking Unit other than as a parking area for one Private Motor Vehicle (and bicycle or motorcycle if they fit completely within the parking Unit);
- (g) An Owner or Occupant of the residential Unit shall not erect any structures, improvements or fixtures on or within the parking Unit or storage Unit, if any, or alter or add to the parking Unit or storage Unit, if any, without the prior written consent of the Board;
- (h) An Owner of the residential Unit shall not use those portions of the Common Property or the Managed Property adjacent to the parking Unit or storage Unit, if any, other than for access to and egress from the parking Unit or storage Unit, if any;
- (i) An Owner or Occupant of the residential Unit shall not allow the parking Unit or storage Unit, if any, to become or remain in an untidy or unsightly condition; the parking Unit and storage Unit, if any, shall at all times be kept in good and proper repair and the carrying out of any operation or privileges in connection with the easement herein granted will be done in good and workmanlike manner and will cause as little damage and inconvenience as possible to the parking Unit and storage Unit, if any, and to other parking Units and storage Units, if any, and if any damage is caused by any party, such party shall restore the damaged parking Units and storage Units, as the case may be, to their former condition as far as is reasonably practical. The Board shall have the right of entry and access to any parking Unit and storage Unit (in the case of a storage Unit upon twenty-four (24) hours' prior notice) as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto;
- (j) An Owner or Occupant of the residential Unit shall indemnify and save harmless the Corporation from and against all fines, costs, suits, claims, demands and actions of any kind or nature to which the Corporation shall or may become liable or suffer by reason of any breach, violation or non-performance by such Owner or Occupant of any covenant, term or provision hereof or by reason of wrongful act, neglect or default on the part of such Owner or Occupant or any of its servants, agents, contractors, tenants, Occupant or invitees;
- (k) An Owner of the residential Unit shall not use the parking Unit or storage Unit, if any, in any manner inconsistent with any bylaw, resolution or regulation of the Corporation relating to the use thereof, and shall not bring onto or leave thereon any equipment, material or other thing prohibited from time to time by any bylaw, resolution or regulation of the Corporation;
- (l) An Owner shall not sell, lease or otherwise dispose of any parking Unit or storage Unit, if any, not allocated to or designated for a residential Unit, except subject to the Restrictive Covenants herein contained;

- (m) The Owner or Occupant will observe the Restrictive Covenants contained herein so long as the Owner or Occupant remains possessed of any parking Units or storage Units, if any, not allocated to or designated for a residential Unit.

66. RESTRICTIVE COVENANTS CONTINUED

It is hereby further declared and prescribed that:

- (a) Each residential Unit shall be the dominant tenement to the parking Unit and storage Unit, if any, allocated to and designated for the residential Unit for the purpose of enforcing the Restrictive Covenants herein contained;
- (b) Each parking Unit and storage Unit, if any, shall be the servient tenement to the residential Unit in respect of which it is allocated to and designated for the purpose of having to enforce against it the Restrictive Covenants herein contained;
- (c) The Owner of any of the residential Units may enforce the Restrictive Covenants herein contained against the Owner of any other of the residential Units, and such enforcement may be done without the consent or participation of the Owners of the remainder of the residential Units;
- (d) The Corporation shall have status hereunder to enforce the Restrictive Covenants for and on behalf of one or more of the Owners of the residential Units, upon being authorized to do so by resolution of the Board.

67. CHANGE OF LEGISLATION

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 times with the full powers of the Act and to use all remedies available to it under the Act.

68. MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*.

69. SOLICITATION, CANVASSING AND FUNDRAISING

No person, organization or group shall be permitted to solicit, sell, canvass or fundraise on or in the Common Property or the Managed Property or project whether for non-profit or charitable purposes or otherwise without the written permission of the Board.

70. DEVELOPER'S MANAGEMENT AND RIGHTS

- (a) During such time as the Developer (or any of its affiliates, subsidiaries, nominees, directors, shareholders, successors and assigns), is the Owner of one (1) or more Units, it shall be entitled to, and have the right:

- (i) to maintain any such Unit or Units as a display Unit or Units and to carry on all sales functions it considers necessary from such Unit or Units; in particular, but without limiting the generality of the foregoing, the Developer, or such affiliated party, together with its agents, employees and mortgage inspectors, shall be entitled to bring and allow prospective purchasers in and upon the Common Property, the Managed Property and portions thereof; and
 - (ii) to the use of the Common Property and the Managed Property for the purpose of displaying signs to indicate the sale of Units (or any units to be comprised within any other Subsequent Phase) including the use of show suites for such purposes and including the bringing and allowing of prospective purchasers in and upon the Residential Building and portions thereof and allowing access upon the Common Property and the Managed Property to the contractors to complete the Building, or any Subsequent Phases.
- (b) During such time following registration of the Condominium Plan, but prior to the Turnover General Meeting of the Owners, the Developer may provide loans to the Corporation to pay its obligations from time to time, which loans shall be interest-bearing at the Interest Rate specified herein, and which loans shall be repaid by the Corporation no later than ninety (90) days following the Turnover General Meeting of the Corporation.
 - (c) Until the Turnover General Meeting the Developer shall be entitled, through its nominee(s) on the Board, to exercise all of the powers vested in the Board by these Bylaws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the Developer or its representatives may be made a party by reason of fulfilling the duties of the Board.
 - (d) Notwithstanding anything to the contrary herein contained, during such time following registration of the Condominium Plan, but prior to the Turnover General Meeting of the Owners, and prior to condominium contributions being levied by the Board, the Developer shall be entitled to charge occupancy fees to Owners in accordance with the Act.

I, the Secretary of the Corporation certify that on the ___ day of _____, 20__, the preceding Bylaws were enacted as a Special Resolution by not less than 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 the Act or the then existing Bylaws, and representing not less than 75% of the total Unit Factors for all the Units.

Secretary (c/s)