

Condominium Bylaws

CONDOMINIUM CORPORATION NO. _____

(THE GRANGE PROMENADE - PHASE 2)

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PART 1- DEFINITIONS AND INTERPRETATION

1. Replacement of Existing Bylaws

These by-laws have been enacted by Condominium Corporation No. _____, to replace the by-laws set out in Appendix 1 of the Condominium Property Act.

2. Definitions and Interpretation

2.1 The following definitions apply to all parts of these by-laws:

- a) "Act" means The Condominium Property Act, as amended from time to time.
- b) "Annual General Meeting" means an annual general meeting of the Condominium Corporation.
- c) "Apartment Home" means a Unit intended for residential occupancy.
- d) "Board" means the Board of Directors of the Corporation;
- e) "Common Property" means the common property as shown on the Condominium Plan;
- f) "Corporation" means the condominium corporation created by the registration of Condominium Plan which covers the entire project;
- g) "Condominium Plan" means all of the condominium plans registered with respect to the parcel (including the initial plan and all subsequent plans dealing with phases within the project).
- h) "Developer" means the registered owner of all the Units in either phase on the date the Condominium Plan for that phase is registered.
- i) "Exclusive Use Areas" means any balconies and/or parking areas designated as exclusive use areas on the Condominium Plan.
- j) "Occupant" means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;
- k) "Owner" means the registered owner of a Unit;
- l) "Parking Unit" means a unit located within the underground parkade.
- m) "Titled Mailbox Unit" means a unit located within the building, as depicted on the Condominium Plan.
- n) "Special Resolution" has the meaning given to it under the Condominium Property Act. Generally, special resolutions must be passed by Owners who collectively hold 75% of the unit factors in the project.

- 2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the Condominium Property Act or in the Land Titles Act have the same meaning in these by-laws.
- 2.3 The rights and obligations given or imposed by these by-laws are in addition to the rights and obligations given or imposed by the Condominium Property Act.
- 2.4 All references to the Condominium Property Act or other laws shall be read so as to include applicable amendments and substitute legislation.
- 2.5 Wherever these by-laws conflict with the Condominium Property Act, the "Act" prevails.
- 2.6 These by-laws are to be read with all the changes in number and gender required by the context (eg: "he" can mean "he", "she" or "they", depending on whether the paragraph applies to a man, a woman or a group).

PART 11- THE CORPORATION

3. Duties of the Corporation

3.1 The Corporation must:

- a) enforce these by-laws;
- b) place and maintain a Condominium Insurance Policy on all the units and the Common Property as required under the Condominium Property Act;
- c) maintain all the Common Property within the development. More specifically, the Corporation's maintenance obligations include:
 - i) upkeep grounds (ie: lawns) by fertilizing, watering and grooming;
 - ii) remove ice and snow from all roadways and sidewalks, within a reasonable time after they accumulate;
 - iii) ensure that all Fire Exits are free and clear of all snow, ice and debris.
 - iv) repair or replace any pipes, wires, cables, ducts, etc., when needed, unless such items are solely for the enjoyment of only one Apartment Home;
 - v) arrange for garbage collection for all Apartment Homes;
 - vi) maintain the parkade and all exterior parking facilities;
 - vii) maintain the outside surfaces of all buildings, including roofs, eavestroughs, windows, siding, stucco, and exterior doors;
 - viii) provide and maintain reasonable outside lighting;
 - ix) maintain all fencing, balconies, patios, driveways, sidewalks, etc.;
- d) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the project;
- e) carry out any other duties imposed by the Condominium Property Act.

4. Powers of the Corporation

In addition to exercising the powers given to it by the Act, the Corporation may:

- a) acquire personal property to be used:
 - i) for the maintenance, repair or replacement of any property which the Corporation is required to maintain;

- ii) by the Apartment Home owners in connection with their enjoyment of the property of the Corporation or the Common Property;
- b) borrow the money it requires to perform its duties or to exercise its powers;
- c) secure the re-payment of borrowed money (and interest on that money) by negotiable instrument, mortgage or any combination of those means;
- d) grant a lease to the Developer or an Owner, permitting the Developer or Owner to exercise exclusive possession of any part of the Common Property;
- e) enter into an agreement respecting the provision of amenities or services to one or more Occupants;
- f) do all things reasonably necessary to enforce the by-laws and any rules passed pursuant to these by-laws;
- g) enter into management agreements and recreational agreements;
- h) levy fines for the contravention of any by-law;
- i) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these by-laws;
- j) create such rules and regulations as it thinks are advisable, concerning the rental of Apartment Homes to tenants. Such rules may include the imposition of damage deposits, a requirement that tenants sign an undertaking to be bound by the by-laws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the general quality of life in the project;
- k) do whatever is necessary to accomplish the things the Corporation is permitted (or required) to do by the Act or by these by-laws.
- l) execute any and all documents and agreements with the Developer that allow the Developer to meet all their obligations in the purchase agreements with purchasers.

5. The Board of Managers

- 5.1 The Corporation shall have a Board of Directors, consisting of not less than three (3) and not more than seven (7) members.
- 5.2 At an election of members of the Board, each voter may vote for as many nominees as there are vacancies to be filled on the Board.
- 5.3 A person need not be an Owner to be elected to the Board.

- 5.4 Only one Occupant of each Apartment Home may sit on the Board at one time.
- 5.5 An Owner whose condominium fees are more than thirty (30) days in arrears is not eligible to be nominated for election to the Board.

6. Term of Office

- 6.1 Generally, in order to ensure some continuity in the Board's affairs, Board members are elected for a 2 year term. More specifically, elected Board members hold office until the end of the annual general meeting held in the second year after the year each of them was elected to the Board.
- 6.2 The Owners may, by special resolution at a general meeting, remove any member of the Board before his term of office expires.
- 6.3 Upon prior written notice to the Board member affected, the Board may declare that the office of the member is vacated if the member:
 - a) becomes bankrupt under the Bankruptcy Act (Canada);
 - b) becomes mentally incompetent;
 - c) is more than 60 days in arrears in payment of any contribution required to be made by him as an owner;
 - d) is absent from three consecutive meetings of the Board without permission of the Board.

7. Vacancies on the Board

If a vacancy occurs on the Board, the Board may appoint another person to fill the vacancy for the remainder of the former member's term.

8. Officers of the Corporation

- 8.1 The Board shall designate, from its members, a President, a Vice-President, a Secretary and a Treasurer. In addition to any specific duties which the Board assigns to them, the officers of the Corporation shall have the following duties:
 - a) The President is responsible for the daily execution of the business of the Corporation. He acts pursuant to the resolutions of the Board, or by its subsequent ratification. The President is also responsible for chairing Board meetings and annual general meetings.
 - b) The Vice-President shall assist the President, and replace him from time to time if he is absent or unable to carry out his duties.

- c) The Secretary shall record and maintain the minutes of the Board meetings and shall be responsible for all the correspondence of the Corporation.
- d) The Treasurer shall, in conjunction with the property manager:
 - i) receive all money paid to the Corporation and deposit it as the Board may direct;
 - ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
 - iii) when directed to do so by the Board, present a detailed accounting of receipts and disbursements of the Corporation, and
 - iv) prepare, for submission to the annual general meeting: financial statements for the previous fiscal year a budget for the current fiscal year .

8.2 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.

8.3 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.

9. Procedure for Board Meetings

9.1 The Board shall meet at the call of the President. All Board meetings shall follow the rules of procedure adopted by the Board. In the absence of such rules, the meetings shall follow the procedure set forth in Robert's Rules of Order .

9.2 The Board shall also meet when any member of the Board gives the other members not less than seven (7) days' notice of the meeting, specifying the reason for calling the meeting.

9.3 A quorum at a Board meeting shall be a majority of the Board members.

9.4 Unless the Board otherwise directs, the chairman of a meeting shall present an agenda for adoption at the beginning of the meeting. If a specific agenda has been prescribed by these by-laws (or by standing resolution), the chairman shall give the members the opportunity to add supplementary matters to the agenda.

9.5 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairman is entitled to a casting vote in addition to his original vote.

10. Resolutions in Writing

A written resolution signed by a majority of the members of the Board has the same effect as a resolution passed at a duly convened meeting of the Board.

11. Seal of the Corporation

The Corporation shall have a corporate seal, which is to be used only under the authority of a Board resolution. The Board may resolve to have a duplicate seal made, to be used for the specific purpose described in the resolution.

12. Signing Authority

- 12.1 The Board shall prescribe, by resolution, those officers or other persons who are authorized to sign cheques, drafts, instruments or other documents, whether or not they are required to be signed under the corporate seal.
- 12.2 The Board may authorize a property manager (or other agent) to issue estoppel certificates (re: status of condo fees) and to provide other information requested under the Act. The Board may empower the property manager (or agent) to affix the corporate seal to documents which require it.

13. Duties of the Board

In addition to the duties imposed upon it by the Act, the Board must:

- a) enforce these bylaws;
- b) cause proper books of account to be kept, detailing all money received and spent by it and all matters in respect of which receipts and expenditures take place;
- c) present, to the annual general meeting, an annual report consisting of audited financial statements, a budget for the upcoming year and such other information as the Board (or the owners at a general meeting) may require;
- d) upon written request, provide Owners, purchasers or mortgagees of a Unit with the information required to be provided under the Act or these by-laws;
- e) place and maintain the insurance required by the Act and by these by-laws;
- g) provide notices of meetings to those mortgages who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights.

14. Appointment of Committees

- 14.1 The Board may appoint such committees as it sees fit (audit committee, maintenance committee, social committee, etc.). The Board may delegate some of its powers and duties to those committees.
- 14.2 The Audit Committee shall consist of at least 2 people, neither of which may be the Treasurer of the Corporation. The other committees shall consist of as many people as the Board shall decide is an effective number of members.

- 14.3 Each committee shall appoint a chairman. Each chairman shall report to the Board on his committee's activities.
- 14.4 Committees of the Board have only such authority to deal with the owners of Apartment Units, or others, as the Board has expressly conferred on that committee.

15. Repair and Replacement Reserve Fund

- 15.1 The Board shall establish and maintain a fund called a "Capital Replacement Reserve Fund".
- 15.2 The amount and timing of contributions to the Capital Replacement Reserve Fund shall be determined according to the process specified in the Condominium Property Act and Regulations.
- 15.3 The fund is to be used for the repair and replacement of any property which the Corporation is obligated to maintain. However, the fund shall not be used for items which can reasonably be expected to occur more frequently than once every two years.
- 15.4 The Board may by resolution determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.
- 15.5 The Capital Replacement Reserve Fund shall be invested only in such investments as are permitted under the Condominium Property Act.
- 15.6 The Board may also establish a Capital Improvement Fund, to be used for improvements to the property which the Corporation is obliged to maintain.

16. Powers of the Board

- 16.1 Except where the Act or these bylaws specify otherwise, the Board may exercise all the powers of the Corporation.
- 16.2 On behalf of the Corporation, the Board may employ such agents and employees as it thinks fit in connection with the control, management and administration of the Common Property. In that respect, the Board may authorize those persons to exercise the powers of and carry out the duties of the Corporation.
- 16.3 Subject to any restrictions or directions prescribed at a general meeting, the Board may delegate to any of its members (or to another person) such of its powers and duties as it thinks fit. The Board may revoke that delegation at any time.
- 16.4 The Board may establish and charge reasonable fees to compensate the Corporation for the expenses it incurs in providing documents required under the Act or these by-laws.
- 16.5 The Board may establish a fiscal year for the Corporation. In the absence of such a resolution, the Corporation's fiscal year shall be the calendar year.

17. Penalties for By-law Contravention

- 17.1 If the Board determines that a breach of a by-law has occurred (or is occurring), it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no less than three (3) days from the date the notice is delivered to the owner involved.
- 17.2 If the resolution so provides, the Board may impose a fine which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.
- 17.3 If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the owner. The notice shall specify whether the owner, the tenant, or both, are liable for payment of the fine.
- 17.4 Each day of a continuing breach shall be deemed to be a separate contravention of a bylaw.
- 17.5 An owner who has received a Bylaw infraction notice from the Board may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these by-laws.
- 17.6 The Owners convened in special general meeting may cancel, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- 17.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of one or more Owners.

PART III -GENERAL MEETINGS

18. Convening of Meeting and Notice

- 18.1 Each year, the Board shall convene an annual general meeting of the Owners within 90 days after the end of the Corporation's fiscal year.
- 18.2 In addition, the Board may convene a special general meeting of the Owners whenever it considers it proper to do so.
- 18.3 On the written request of Owners who collectively hold at least 25% of the voting rights in the Corporation, the Board shall convene a special general meeting of the Owners.
- 18.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least 7 days' written notice of the meeting. The notice shall state:

- a) the place, date and time of the meeting,
- b) the general nature of any special business to be discussed at the meeting.

18.5 An annual general meeting or a special general meeting (or anything done at that meeting) is not invalid by reason only that a person was inadvertently not given a notice of the meeting.

18.6 At any general meeting where a by-law is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 7 days before the meeting. The amendment or replacement shall be by special resolution.

19. Quorum

19.1 Except as otherwise provided in these by-laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present (or represented by proxy) at the meeting.

19.2 A quorum for a general meeting is the number of persons whose total vote represents at least 1500 unit factors.

19.3 If a quorum is not present within 30 minutes from the appointed starting time, a general meeting shall stand adjourned to the following week, at the same time and place. At the adjourned meeting, if a quorum is not present within 30 minutes from the appointed starting time, 2/3 of the Owners who are present constitute a quorum for the purpose of that meeting.

20. Order of Business

20.1 The order of business at annual general meetings shall be as follows:

- a) call to order by the chairman;
- b) proof of notice of meeting and confirmation of quorum;
- c) reading and disposal of any unapproved minutes;
- d) reports of officers;
- e) reports of committees;
- f) election of members of the Board;
- g) unfinished business;
- h) new business;
- i) adjournment.

21. Manner of Voting

21.1 Unless a polled vote is demanded, all resolutions shall be decided by show of hands. The chairman's declaration that a resolution has been carried by show of hands is conclusive proof of that fact, without proof of the number (or proportion) of votes recorded in favour of (or against) that resolution.

- 21.2 The chairman of the meeting shall not vote upon a show of hands.
- 21.3 On a show of hands, each Apartment Home is entitled to one vote.
- 21.4 All matters shall be determined by a simple majority vote unless the Act or these Bylaws specify that a special resolution is required.

22. Polling the Vote

- 22.1 Any person entitled to vote on a resolution may demand that a poll (i.e. a secret ballot) be taken. A person demanding a poll may also withdraw that demand. Upon the demand being withdrawn, the vote shall be taken by a show of hands.
- 22.2 Polls shall be taken in such a manner as the chairman thinks fit. The result of the poll shall be deemed to be the resolution of the meeting.
- 22.3 On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the units owned by (or mortgaged to) them. The results of the poll shall be determined by the totals of unit factors voted for (or against) the resolution.
- 22.4 If a polled vote is tied, the chairman shall direct a recount. If the vote remains tied, the chairman shall cast a deciding vote, in addition to his original vote.

23. Proxies

- 23.1 Any person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying another voter's proxy may indicate that he is showing hands for one or more units.
- 23.2 A proxy instrument must be in writing and signed by the person making the appointment as well as the person being named as the proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as a proxy need not be an Owner.
- 23.3 If a corporation owns a unit, it may appoint a person to vote on its behalf by a proxy instrument, signed by the duly authorized officers of the corporation.

24. Restrictions on Voting

- 24.1 If a mortgagee of an Apartment Home has given the Corporation notice of its mortgage, the Owner involved may exercise his right to vote only when the mortgagee is not present at the meeting, in person or by proxy.
- 24.2 An Owner whose Condominium Fees are more than 30 days in arrears is not eligible to vote at a general meeting unless the vote concerns a Special Resolution.

25. Vote by Co-owners

- 25.1 In the case of a vote taken by a show of hands, co-owners of an Apartment Home are entitled to one vote between them. If co-owners cannot agree as to which of them can vote on a show of hands, a polled vote must be taken.
- 25.3 In a polled vote, the votes attached to a unit shall be divided between co-owners in the same proportion as their ownership interests in that unit.
- 25.4 If only one co-owner of a unit is present at a meeting, that owner shall be assumed to have the other co-owners' authority to exercise all the voting rights for that unit, unless the other co-owners have given the corporation written notice to the contrary.

26. Resolutions in Writing

A written resolution, signed by persons who hold enough votes to pass the resolution at a meeting, has the same effect as a resolution duly passed at a meeting. In written resolutions, co-owners are not assumed to have authority of other co-owners.

PART IV - OCCUPATION AND USE OF UNITS

27. Duties of Occupants

27.1 An occupant shall:

a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when not notice is required), to enter the Apartment Home for the purpose of:

i) inspecting the unit;

ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Apartment Home;

iii) maintaining or replacing Common Property, or

iv) ensuring that the by-laws are being observed.

b) carry out all work that may be required pursuant to these by-laws or ordered by any public authority in respect of the Apartment Home;

c) permit the Corporation and its agents, at all reasonable times to carry out its maintenance obligations under the Act or these by-laws;

d) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Apartment Home;

e) keep the interior of the dwelling in a good state of repair;

- f) notify the Corporation forthwith of:
 - i) any change in ownership or occupation of the Apartment Home,
 - ii) any intention to rent the Apartment Home, or
 - iii) any encumbrances registered against the Apartment Home;
- g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable by-laws and regulations of the municipality;
- h) comply with all reasonable requests of the Board;
- i) buy and maintain a condominium unit owner's insurance policy which includes at least \$1,000,000 in third party liability coverage.

28. Restrictions on Occupants

Except with the written consent of the Board or the Developer, an Occupant shall not:

- a) use the Apartment Home or the Common Property in a way that unreasonably interferes with their use and enjoyment by other occupants of the development;
- b) use the Apartment Home or the Common Property in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other occupants of the development;
- c) make undue noise in the Apartment Home or on the Common Property;
- d) keep an animal in the Apartment Home (or on the Common Property) after a date specified in a notice issued by the Board;
- e) do anything in respect of the Apartment Home or the Common Property that will increase the risk of fire, or result in an increase of any insurance premiums payable by the Corporation;
- f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed;
- g) hang or place on the Common Property or outside an apartment home, anything that the Board considers aesthetically displeasing or offensive;
- h) leave household articles outside the apartment home when those articles are not in actual use;
- i) obstruct a sidewalk, walkway, passage, driveway or other such areas;
- j) use any portion of the Common Property except in accordance with these by-laws and any Rules passed by the Board;

k) paint, decorate or otherwise affect the portions of the Apartment Home which are required to be maintained by the Corporation;

l) make structural, mechanical or electrical changes to an Apartment Home unless the changes do not affect the areas which the Corporation is required to maintain, or any other Apartment Home. All electrical work within the development must be performed by a journeyman electrician.

m) install hardwood, laminate hardwood, tile or simulated tile flooring in any area of an Apartment Home on the 2nd, 3rd or 4th floor.

PART V -USE OF THE COMMON AREAS

29. Animals

29.1 As a general rule, owners may not keep animals of any kind in Apartment Homes without the written approval of the Board. However, if an owner owns a small dog or cat (i.e. less than 14 inches high at the shoulder) at the time the unit is purchased from the Developer, that owner may keep that pet in the Apartment Home for as long as that pet is alive.

29.2 All pet owners are responsible for ensuring that:

a) the animal is not allowed to run at large (i.e. not on a leash) on the Common Property;

b) the owner of the pet is responsible for picking up and disposing of any droppings left by the pet;

c) the pet does not bother any of the other occupants, because of noise, aggressive behavior, or otherwise.

29.3 If the Board determines that a pet is a nuisance to other occupants of the development, the Board may issue a notice to the owner involved, specifying a date past which the pet will no longer be allowed in the building.

30. Exclusive Use Areas

30.1 Each occupant has the right to exclusive use and possession of the balcony or enclosed patio attached to his Apartment Home.

30.2 Occupants shall comply with any rules and regulations adopted by the Board with respect to use and enjoyment of the exclusive use areas. Such rules might relate to maintenance, storage, wind chimes, Christmas lights or other similar matters.

31. Combustible Material

Occupants shall not keep any dangerous materials (gasoline, propane, etc.) anywhere within the development unless appropriate precautions are taken to provide for the safety of the other Occupants.

32. Structures

No building or structure shall be erected on the Common Property, except by the Corporation.

33. Signs

No signs, billboards, notices or advertising matter of any kind shall be placed on any part of the Common Property without the prior written consent of the Board. This restriction does not apply to signs erected by the Developer.

34. Parking

34.1 Occupants may park any type of motor vehicle within their own underground parking units, as long as the occupant complies with the other bylaws (danger, noise, commercial activity, etc.).

34.2 Propane powered vehicles may not be parked or driven anywhere within the underground parkade.

34.3 Owners of titled surface parking stall(s) may not use the stall(s) for any purpose other than parking motor vehicles, subject to the following conditions:

a) stalls may be used by the owner or anyone who has the permission of the owner.

b) anyone using the stall must comply with the other applicable bylaws (re: danger, noise, commercial activity, etc.),

c) a vehicle parked in a stall may not be undergoing repairs or adjustments (oil changes, tune-ups, body work, etc.), and

d) the vehicle must be in active use (i.e. bearing an active license plate and capable of being used from day to day).

- 34.4 The Board remains responsible for maintenance of the concrete or asphalt surface of all parking stalls. Accordingly, the owner of the stall may not do anything to the surface that unduly affects the Board's maintenance obligation. In addition, anyone using a parking stall agrees to move their vehicle to allow for snow removal, parkade cleaning, pavement resurfacing or other similar events. The Board is entitled to make rules and regulations in that regard (reasonable notice periods, alternate parking areas, etc.).
- 34.5 "Visitor Parking Areas " are areas which the Board designates as being intended for visitor parking and which are marked as such with appropriate signs. Visitor parking areas may be used only by visitors.
- 34.6 On the application of an Occupant, the Board may relax the parking bylaw and grant written permission to use a parking stall other than as specified above. Such approval may be revoked on notice to all persons affected.

PART VI -COMMON EXPENSES

35. Description of Common Expenses

The common expenses of the Corporation will include:

- a) charges for utilities provided to the corporation;
- b) the property manager's fees, with respect to that building;
- c) the costs of landscaping maintenance and snow removal;
- d) the costs of maintaining the Common Property and any portions of the units which the Corporation is obliged to maintain;
- e) the cost of placing and maintaining the insurance required by the Act and these by-laws;
- f) all professional and consulting costs, including legal and accounting fees and disbursements;
- g) reserves for future maintenance and expenses;
- h) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties;
- i) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these by-laws;

36. Assessment of Contributions

- 36.1 At least thirty (30) days prior to the beginning of each fiscal year, the Board shall prepare a budget showing:
- a) an estimate of the common expenses to be incurred during the year;
 - b) a reasonable allowance for contingencies;
 - c) an allowance for any surplus or deficiency anticipated from the past year .
- 36.2 Each year's estimated common expenses shall be apportioned and assessed to the Owners in the proportion that each Owner's unit factors bear to the total of the assessable unit factors. Assessable unit factors means all unit factors allocated to Apartment Units and Parking Units. Bareland Units and Units owned by the condominium corporation are not assessable.
- 36.3 If the amounts estimated for any building prove inadequate for any reason (including non-payment of an owner's assessed contribution), the Board may levy further assessments to owners in that building, as required.
- 36.4 Unless the Board directs another method of payment, each owner shall pay his assessment to the Corporation in equal monthly installments, due on the first day of each month during the fiscal year for which such assessment is made.
- 36.5 Interest on all assessed contributions in arrears accrues at an annual effective rate of 18% calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case by case basis, as it sees fit.
- 36.6 If the Board fails to prepare a budget and assess contributions as directed by these by-laws, the monthly installments fixed for the preceding year shall continue until new installments are fixed.

37 . Default

- 37.1 The Corporation may sue any Owner, by an action for debt, to recover:
- a) the unpaid amount of any assessment, together with interest and the actual costs incurred by the Corporation in recovering the unpaid assessment,
 - b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the Act or these by-laws, and
 - c) any other amount which an Owner owes the Corporation.

- 37.2 The Corporation also has a charge against the estate of the defaulting Owner for any amounts that the Corporation has the right to recover under these by-laws. The charge is deemed to be an interest in land, and the Corporation may register a caveat in that regard against the title to the defaulting Owner's unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.
- 37.3 No action shall be commenced and no caveat shall be registered until the payment in question is at least 30 days overdue.
- 37.4 Any person may pay any unpaid contribution with respect to the Apartment Home after the expiration of thirty (30) days following the due date for payment by the owner in default. Upon such payment being made, such person shall be subrogated to the Corporation charge, and shall be entitled to enforce his charge in accordance with this provision.

PART VII - MISCELLANEOUS

38. Developer's Use of Property

- 38.1 The Developer shall be entitled to use one or more Units owned by it for the purpose of a showhome or a sales centre. The Developer shall advise the Board of the hours of operation of its sales centre and the nature of its promotional operations. The Developer may erect signage in its discretion and may pursue all reasonable promotional operations.

The Developer shall have access to the common property areas at all reasonable hours to display them to prospective purchasers. The Developer shall be entitled to make reference to this project in its promotional operations.

- 38.2 After the board has adopted a budget and assessed condominium fees to units within a phase, the Developer will be responsible for paying condominium fees for all unsold units in that phase, in proportion to the unit factor allocated to those units. However, since unoccupied units will not create the same amount of expense as occupied units, the Developer is entitled to a rebate amounting to 20% of the fees, including special assessment fees, assessed to the unoccupied unit.

39. Phasing

- 39.1 The project is being developed in phases in accordance with the Condominium Property Act. As such, the developer has filed a phasing disclosure statement which describes various aspects of the phasing plan. The developer is entitled to complete the project in accordance with the phasing disclosure statement.
- 39.2 The project is expected to contain two phases. Both phases are expected to contain residential units (and several parking units). When the phases are completed, the bare land condominium unit for that phase may be redivided into apartment units, parking units, and common property.

- 39.3 While any phase of the project is undeveloped or under construction, the developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the developer is not required to pay any condominium fees for units in phases which are undeveloped or under construction.
- 39.4 Once enough suites in phase 2 have been occupied, the current Board of Directors must adopt a budget (dealing with the entire project) and begin collecting condominium fees from all assessable units, in accordance with the Bylaws. At the next scheduled Annual General Meeting all unit owners will elect the next Board of Directors for both phases.

40. Non-Profit Corporation

The Condominium Corporation shall operate as a non-profit corporation. In other words, its function is limited to the functions given to it by the Condominium Property Act and these bylaws.

41. Verified Authority

Notwithstanding the By-laws herein the board is empowered to retain professional services which include but are not limited to the following:

- (i) Accountant;
- (ii) Lawyer;
- (iii) Engineer.

Prior to the Board retaining professional services for any matter not specifically required by the Condominium Property Act (ie: property manager, reserve fund study) and exceeding \$4,000.00 the board shall obtain the specific authority from the owners, by way of a special resolution. The special resolution shall state the scope of work, and authorization for payments not to exceed a specific amount for the work.

ENACTED THIS _____ day of _____, A.D. 20_____.

CONDOMINIUM CORPORATION NO. _____

PER: _____

PER: _____

SCHEDULE "J"

DISPUTE RESOLUTION AGREEMENT

DATED: _____

BETWEEN:

THE GRANGE POINTE LTD.
(hereinafter called the "Developer")

- AND -

THE OWNERS: CONDOMINIUM PLAN NO. _____
(hereinafter called the "Corporation")

RECITALS:

The parties desire to establish certain rules for the resolution of disputes.

The parties agree as follows:

1. The recitals contained in the preamble hereto are true statements of fact and intent upon which the parties hereto have relied in entering into this Agreement, and which shall be referred to in determination of any issues to resolve any questions of ambiguity of mutual intent.
2. The parties agree that all disputes between the parties shall be referred to the Alberta New Home Warranty Program for mediation. In the event the Alberta New Home Warranty Program is unable or unwilling to act disputes shall then be referred to a single arbitrator pursuant to the *Arbitration Act* of Alberta.
3. The parties hereto agree to sign such further and other documents, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
4. This Agreement shall enure to the benefits of and be binding upon the parties hereto and their respective successors and assigns and successors in title.

THE GRANGE POINTE LTD.

PER: _____

PER: _____

THE OWNERS: CONDOMINIUM PLAN NO. _____

PER: _____

PER: _____