

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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Form 3
Condominium Property Act
Section 32

Notice of Change of Bylaws

Condominium Corporation No. 1311010 hereby certifies that by a special resolution passed effective April 20, 2013, the Bylaws of the Corporation attached as Exhibit "A" hereto were adopted and remain unamended.

The Seal of the Condominium Corporation No. 1311010 was affixed on June 11, 2013 in the presence of Martin Halliday, Director.


Martin Halliday, Director


(Corporate Seal)

EXHIBIT "A"

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MCPHERSON PLACE
CONDOMINIUM BY-LAWS

PART I
DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these By-Laws, unless the context or subject matter requires a different meaning:

- (a) **"Act"** means *The Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time, or any statute or statutes substituted therefor;
- (b) **"Board"** means the board of directors of the Corporation;
- (c) **"By-Laws"** means these by-laws of the Corporation, as amended, modified, replaced or supplemented from time to time, and **"By-Law"** means any one of such By-Laws;
- (d) **"Capital Replacement Reserve Fund"** means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation and common property;
- (e) **"City"** means The City of Calgary, a municipal corporation established pursuant to the laws of the Province of Alberta;
- (f) **"commercial unit"** or **"commercial unit owner"** means respectively units # 1 to 2 inclusive or the persons who are registered as "owners" thereof;
- (g) **"common expense"** or **"common expenses"** means the expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these By-Laws. Unless otherwise expressed, "common expense" or "common expenses" shall include, without restricting the generality of the definition thereof, all costs and expenses to the Corporation incidental to the use or ownership of all property owned by or in which the Corporation has any interest and whether real or personal property, including, without limiting the generality of the foregoing, any assessments or contributions to cover contingencies and/or replacements and/or additional anticipated common expenses and/or deficiencies from the prior year or years;
- (h) **"common property"** means so much of the parcel that is not comprised in any unit shown on the Condominium Plan, and such other property or interests, whether real or personal, owned or controlled by the Corporation for the benefit of the owners (herein sometimes also called **"Corporation property"**);
- (i) **"Condominium Plan"** means the condominium plan registered pursuant the Act by, or on behalf of, the Developer, which subdivides the parcel;
- (j) **"Corporation"** means the corporation constituted under the Act by the registration of the Condominium Plan;
- (k) **"Developer"** means Bridge Attainable Housing Society;
- (l) **"Effective Rate"** means the rate being three percent (3%) per annum greater than the prime lending rate of the Royal Bank of Canada (the "Bank"), set from time to time at the head office of the Bank;
- (m) **"Insurance Trustee"** means a trust company authorized to carry on the business of a trust company under the laws of Alberta or such other party as may be selected from time to time by

resolution of the Board. If an Insurance Trustee is not selected by the Board, all references herein to the Insurance Trustee shall be deemed to be references to the Board;

- (n) **“Land Titles Office”** means the land titles office for the Province of Alberta established pursuant to the *Land Titles Act* (Alberta);
- (o) **“Manager”** means the condominium property manager first retained by the Developer or any successor contractually appointed by the Board;
- (p) **“ordinary resolution”** means a resolution:
 - i) passed at a properly convened meeting of the Corporation by a majority of not less than fifty one (51%) per cent of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these By-laws; or
 - ii) in writing signed by not less than fifty one (51%) per cent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing not less than 5001 of the unit factors for all of the units;
- (q) **“owner”** means a person who is registered as the owner of the fee simple estate in a unit in the Condominium Plan;
- (r) **“parcel”** means the lands legally described as Descriptive Plan 0811298; Block 8; Lot 3, in Calgary, Alberta;
- (s) **“parking unit”** or **“parking unit owner”** means respectively those parking stalls comprising units # 163 to # 282 inclusive, or the persons who are registered as “owners” hereof;
- (t) **“privacy area(s)”** means the balcony, terrace or patio areas immediately adjacent to and affixed to a unit to which such unit owner has sole access;
- (u) **“Project”** or **“entire Project”** means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the units and common property; (except such personal property which is the property of the owners or occupiers of units);
- (v) **“residential unit”** or **“residential unit owner”** means, respectively, units # 3 to # 162 inclusive, or the persons who are registered as “owners” thereof;
- (w) **“special resolution”** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five percent (75%) of all the persons entitled to exercise the powers of voting conferred by the Act or these By-Laws and representing not less than seventy-five percent (75%) of the total unit factors for all the units; or
 - (ii) agreed to in writing by not less than seventy-five percent (75%) of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-Laws and representing not less than seventy-five percent (75%) of the total unit factors for all the units;
- (x) **“unit”** means an area of a building within the parcel designated as a unit by the Condominium Plan, and the term may include more than one unit if owned by the same party;
- (y) **“unit factor”** means the unit factor for each unit, as more particularly described in the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-Laws, and other expressions used in the By-Laws and not defined in the Act or in these By-Laws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor. Words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine gender or neuter and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

2. INTERPRETATION

The headings used throughout these By-Laws are inserted for reference purposes only and are not to be considered or taken into account in construing or interpreting the terms or provisions of any By-Law.

PART II DUTIES OF THE OWNERS AND RULES AND REGULATIONS OF THE CONDOMINIUM CORPORATION

3. COVENANTS OF THE OWNERS

A. AN OWNER SHALL:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his unit for the purpose of inspecting the unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the By-Laws are being observed;
- (b) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his unit, other than such work as may be for the benefit of any building within the parcel generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- (c) repair and maintain his unit, including all windows and doors, and shall keep it clean and tidy and in a state of good repair, reasonable wear and tear and such damage as is insured against by the Corporation excepted. An owner shall maintain in a reasonable manner any area which is located on any part of the common property to which the owner has been granted exclusive use pursuant to By-Law 59 or which has been leased or subleased to the owner, including the plants and landscaping, if any therein, and if the owner shall not maintain such areas to a standard similar to that of the common areas, the Corporation may give ten (10) days' notice to the owner to this effect, and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and shall have a lien against the estate or interest of the non-complying owner served with such notice, and the provisions of By-Laws 46 and 48 shall have effect. If it is the duty of the Corporation under these By-Laws to maintain and repair any portion of the common property to which an owner has been granted exclusive use pursuant to By-Law 59, the owner shall provide reasonable access to the Corporation to such portion of the common property to carry out such maintenance and repairs;
- (d) use and enjoy the common property and any property owned by the Corporation or in which it has any interest in such manner as to not unreasonably interfere with the use and enjoyment thereof by the owners or their families or visitors or others;
- (e) notify the Corporation forthwith upon any change of ownership;
- (f) observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the parcel, including, but without limiting the generality of the foregoing, speed limits and directional controls;

- (g) comply strictly with and cause all his tenants, family, visitors and other occupants of his unit to comply with these By-Laws and with such rules and regulations as may be adopted pursuant thereto from time to time; and
- (h) pay to the Corporation when due all common expenses levied or assessed against his unit together with interest on any arrears thereof at the Effective Rate calculated from the due date.

B. AN OWNER SHALL NOT:

- (a) use his unit or the common property for any purpose which may be injurious to the reputation of the Project;
- (b) dispose of his unit or parking unit or both except in accordance with the option to purchase and restrictive covenant registered against title to these units;
- (c) make or permit noise in or about any unit, the common property or the Project which, in the opinion of the Board, is a nuisance or unreasonably interferes with the use and enjoyment of a unit or the common property of the Corporation by any other owner, visitor or person. 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, visitors or persons;
- (d) make any repairs, additions or alterations to the exterior of his unit or the building (including interior and exterior load-bearing and partition walls) of which his unit forms a part or to the plumbing, mechanical or electrical systems within his unit without first obtaining the written consent of the Corporation;
- (e) permit laundry to be hung other than inside the unit;
- (f) permit, erect or hang over or from 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, fences, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the owner shall forthwith remove the item. No television antenna or similar structure or appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television antenna or cable system as authorized by the Board, and then, only in accordance with the regulations therefor which may be established by the Board;
- (g) do anything or permit anything to be done or bring or keep anything in his unit, the common property or the Corporation property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- (h) do anything or permit anything to be done by any occupier of his unit in his unit, the common property or the Project that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether Federal, Provincial, Municipal or otherwise;
- (i) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys 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 within the Parcel;
- (j) deposit household refuse and garbage other than in containers to be stored inside a unit or in such other location as the Board may designate in writing from time to time;
- (k) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property, Corporation property or in or about any unit in any manner which may make the same visible from the outside of the unit without the prior approval of the

Board; PROVIDED, HOWEVER, this clause shall not apply to the Developer or to a commercial unit owner in respect of signage that is approved by the City;

- (l) use any part of the common property or Corporation property for the parking or operation of any motor vehicles except where designated by the Corporation for such use, nor shall he obstruct or permit his family, guests or visitors to obstruct any sidewalks, walkways, passages or driveways, entrances, exits or parking areas or facilities;
- (m) shake mops or dusters of any kind, shovel snow from balconies onto common property or Corporation property that would cause a nuisance, nor throw anything out any windows in his unit or on common property, nor permit anything of this kind to be done;
- (n) allow his unit or privacy area to become unsanitary or unsightly in appearance;
- (o) make or cause to be made any mechanical or electrical alterations or additions to his unit without first having the design specifications of such alteration or addition approved in writing by the Board. 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 Effective Rate from the time such costs are incurred until paid;
- (p) with the exception of commercial unit owners and the City or Calgary Housing Company, in its capacity as a residential unit owner, improve or alter any improvements within the interior boundaries of the unit without the prior written consent of the Board. Any and all improvements and alterations shall not impair the structural or acoustical integrity of any common property or Project, any utilities or other systems servicing any portion of the common property or Project or any other unit. Plans and specifications showing the nature, kind, shape, color, size, materials and location of any proposed improvement or alterations shall be submitted to the Board for its review.
- (q) permit any member of his household, guests or visitors to trespass on the privacy area granted to another owner;
- (r) place, construct, erect or maintain on the common property or Project flag poles, clotheslines, patio furniture, solid fuel burning devices (including solid fuel barbeque facilities), fences, awnings, screens, sunshades, or other external fixtures of any kind other than those originally installed by the Developer or approved by the prior written consent of the Board);
- (s) when the purpose for which a unit is intended to be used is shown expressly or by necessary implication on or by the registered Condominium Plan, use his unit for any other purpose or permit the same to be so used;
- (t) use or permit any person to use recreation facilities or common property or on the Project, except in accordance with rules and regulations respecting the use thereof which the Board, from time to time by regulation sets forth or directs;
- (u) allow his unit or the area around his unit to become untidy. The Board shall be at liberty to remove any rubbish or clean up the common area in close proximity to an owner's premises to its satisfaction and charge the expense to the owner;
- (v) do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium therefor;
- (w) allow trucks, trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles or similar vehicles or equipment to be parked or stored on the common property or on the Project other than as may be permitted by the Board, in its absolute discretion;

- (x) allow or cause any household or personal effects or articles belonging to him to be kept anywhere, except inside his respective unit when not in actual use, and each owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including bicycles, toys and like things belonging to an owner's household be put away inside such unit when not in actual use;
- (y) prevent or prohibit access to and use of exterior water taps on his unit for purposes of maintaining common property;
- (z) install draperies, curtains, window coverings, shutters, or blinds visible from the exterior of the unit unless approved for use in the Project by the Board. Any such installation shall be of a type, color, material and design consistent with that installed throughout the Project. No owner shall be permitted to apply any window tint to the surface of any window without the prior written consent of the Board;
- (aa) use a toilet, sink, tub, basin or other plumbing fixture for a purpose other than that for which it is constructed;
- (bb) use his unit or permit it to be used in any manner or for any purpose which may be illegal, injurious or that may cause a nuisance or hazard to any occupier of a unit (whether an owner or not) or the family of such an occupier or any other person;
- (cc) allow any pets in his unit or on the common property except as permitted by the rules or regulations passed by the Board from time to time;
- (dd) store or keep on any balcony any goods, chattels or equipment without the consent of the Board; or
- (ee) with the exception of the commercial unit owners, whose invitees may be permitted to park their vehicles in areas designated by the Corporation, allow automobiles, trucks, trailers, boats or other vehicles on common property or the Project, unless same are used on a day to day basis and are properly licensed.

PART III THE CORPORATION

4. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation shall:

- (a) control, manage, maintain and administer the common property (except any common property which owners of units are responsible to control, manage, maintain and administer) for the benefit of all of the owners and for the benefit of the entire Project;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures, fittings, recreational facilities and other apparatus and equipment used in connection with the common property and any Corporation property;
- (c) maintain and repair (including renewal where reasonably necessary) any pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the parcel and any public walkways which are capable of being used in connection with the enjoyment of more than one unit or common property;
- (d) on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or a person authorized in writing by the owner or mortgagee, the policy or policies (or a certified copy of the policy or policies) of insurance effected by the Corporation, and the receipt or receipts (or certified copies thereof) for the last premium or premiums in respect thereof;

- (e) maintain and repair the following:
 - (i) the exterior of the buildings, including windows, doors and roofs and including painting and refurbishing of the whole of the exterior of the buildings usually painted at time intervals to be recommended by the Board or at such more frequent intervals as may be decided by the Corporation;
 - (ii) all fencing, posts, roadways, ramps, steps, terraces, plazas, driveways, parking areas, landscaping and sidewalks within the common property;
 - (iii) all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the common property or the units; and
 - (iv) the common property and the parking units, notwithstanding that the parking units may not form part of the common property;
- (f) collect and receive all contributions towards the common expenses paid by the owners and deposit same in a separate account with a chartered bank or trust company;
- (g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Corporation, including, but not limited to, management fees, maintenance expenses, fire and liability insurance and other maintenance expenses charged against or referable to any common property lighting, snow removal and landscape maintenance, water and sewer services, cost of legal, accounting and auditing services and appraisal fees and cost of a Manager, if any, and such other costs as to the Board seem justifiable in the management or administration of the entire Project;
- (h) remove ice, snow, slush and debris from all walkways, roadways, ramps, driveways, parking lots and areas designated or intended for pedestrian and/or vehicular traffic;
- (i) on the written request of a first mortgagee of a unit to supply to such first mortgagee copies of the minutes of all general meetings (both annual and extra-ordinary);
- (j) upon the written request of an owner, purchaser or mortgagee of a unit, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one (1) 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 DOLLARS (\$5,000) that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;
 - (v) the particulars of any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;

- (vi) a copy of the current budget of the Corporation;
 - (vii) a copy of the most recent financial statements of the Corporation;
 - (viii) a copy of the By-Laws of the Corporation;
 - (ix) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - (x) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - (xi) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - (xii) a statement setting forth the unit factors and the criteria used to determine unit factor allocation;
 - (xiii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included in the Condominium Plan; and
 - (xiv) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property.
- (k) upon the written request of a mortgagee of a unit, the Corporation shall, within ten (10) days of receiving that request, allow the mortgagee to inspect one or more of the following:
- (i) the records pertaining to the management or administration of the Corporation;
 - (ii) the minutes of meetings of the Board of the Corporation; and
 - (iii) the minutes of any general or similar meeting of the owners.
- (l) subject to the regulations, establish and maintain a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacement of:
- (i) any real and personal property owned by the Corporation, and
 - (ii) the common property,

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

Notwithstanding the foregoing, funds shall not be taken from a Capital Replacement Reserve Fund for the purpose of making capital improvements unless:

- (i) the removal of funds for that purpose is authorized by a special resolution, and
- (ii) after the removal of funds pursuant to the special resolution, there are sufficient funds remaining in Capital Replacement Reserve Fund to meet the requirements of the foregoing.

The money in the Capital Replacement Reserve Fund is an asset of the Corporation and no part of that money shall be refunded or distributed to any owner of a Unit except where the owners and the property cease to be governed by the Act;

- (m) on the written request of an owner, purchaser or mortgagee of a unit:

- (i) for a copy of a policy of insurance placed by the Corporation, the Corporation shall provide a copy of the policy to the person making the request within thirty (30) days of receiving that request; or
- (ii) for an insurance certificate, the Corporation shall provide the insurance certificate to the person making the request within ten (10) days from the day of receiving that request; and
- (n) in accordance with generally accepted accounting principles, prepare financial statements for the Corporation's preceding fiscal year and an annual budget for the Corporation's fiscal year that immediately follows the Corporation's preceding fiscal year, and distribute copies of the financial statements and the annual budget to each of the owners.

5. FURTHER POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation may:

- (a) purchase, hire or otherwise acquire personal property reasonably required:
 - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the common property; or
 - (ii) in connection with the use of the real and personal property of the Corporation or the common property;
- (b) borrow up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) if required by it in the performance of its duties or the exercise of its powers;
- (c) borrow in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) if required by it in the performance of its duties or the exercise of its powers, provided such borrowing has been approved by special resolution;
- (d) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (e) invest, as it may determine, any monies in accordance with the provisions of the Act;
- (f) make an agreement with any owner or occupier of a unit for the provision of amenities or services by the Corporation to the unit or to the owner or occupier thereof;
- (g) grant a lease to an owner or grant to an owner the right to exclusive use and enjoyment of part of the common property, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the Corporation by special resolution otherwise resolves;
- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of recreational facilities, if any, and other parts of the common property or of any Corporation property;
- (i) do all things reasonably necessary for the enforcement of the By-Laws and for the control, management and administration of the common property generally and of any Corporation property;
- (j) establish a fund for administrative expenses, sufficient, in the opinion of the Board of the Corporation, for the control, management and administration of the common property, for the payment of any premiums of insurance and the discharge of any other obligations of the Corporation and invest, as the Board may determine, any monies in the said fund;

- (k) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (l) raise amounts so determined by levying contributions on the owners, subject to By Law 44 hereof, in accordance with the formula provided in Bylaw 44(f) herein. Any contribution levied, as hereinbefore provided, is due and payable on the passing of a resolution by the Board to that effect, and in accordance with the terms of the resolution, and may be recovered by an action for debt or otherwise by the Corporation:
 - (i) from the owner entitled at the time when the resolution was passed; and
 - (ii) from the owner entitled at the time when the action was instituted,both jointly and severally;
- (m) recover from any owner by an action for debt or otherwise any sum of money expended by the Corporation for repairs to or work done by it or at its direction, and whether or not to comply with any notice, demand or order of or by a local authority or any other authority having jurisdiction in respect of that portion of a building comprising the unit of the appropriate owner;
- (n) charge interest on any contribution or other monies owing to it by any owner or other person;
- (o) join any organization serving the interests of the Corporation and assess the membership fee in the organization as part of the common expenses;
- (p) obtain and retain by contract, the services of a professional management firm for such purposes and on such terms as the Board may from time to time decide; and
- (q) authorize the Manager in writing to carry out any of the duties and powers of the Corporation or Board herein contained.

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.

7. COMPOSITION OF BOARD

Until the first annual general meeting of the owners, the Board shall consist of a nominee or nominees of the Developer. Thereafter, the Board shall consist of not less than three (3) nor more than seven (7), who are owners or spouses or nominees of owners or who are representatives of mortgagees who have notified the Corporation of their interests, At all times, at least one (1) member of the Board shall be a commercial unit owner or nominee or representative of a commercial unit owner, unless this right is waived by the commercial unit owner. Furthermore, at all times at least one (1) member of the Board shall be a representative or nominee of the City or Calgary Housing Company unless this right is waived by the City or Calgary Housing Company, as the case may be.

8. ELECTION TO BOARD

At each annual general meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect a new Board, with the exception of the nominee or representative of City or Calgary Housing Company (as the case may be), and the commercial unit owner (or its nominee or representative), whose respective memberships on the Board are perpetual unless either or both provide notice of their voluntary retirement from the Board.

9. RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election.

10. REMOVAL FROM BOARD

The Corporation may, by resolution at an extra-ordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another person in his place, to hold office until the next annual general meeting.

11. CASUAL VACANCY

Any vacancy on the Board may be filled by the members of the Board appointing a person to fill that vacancy for the remainder of the term.

12. QUORUM

A quorum of the Board shall be not less than half of the members of the Board.

13. OFFICERS

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a Chairman, a Vice-Chairman, a Treasurer and a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed.

14. ABSENCE OF CHAIRMAN

Where the Chairman is absent from any meeting of the Board, or vacates the chair during the course of any meeting, the Vice-Chairman shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the Chairman and Vice-Chairman, the members present shall from among themselves appoint a Chairman for that meeting who shall have all the duties and powers of the Chairman while so acting.

15. FURTHER DUTIES

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

16. MAJORITY VOTE

At meetings of the Board all matters shall be determined by simple majority vote. The Chairman of the Board shall have a casting vote in addition to his original vote.

17. POWERS OF BOARD

The Board may:

- (a) manage the affairs of the Corporation;
- (b) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of said Board not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting; PROVIDED that the Board shall meet at the call of the Chairman on such notice as he may specify without the necessity of the Chairman giving reasons for the calling of the meeting;
- (c) appoint or employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the common property and Corporation property and the exercise and performance of the powers and duties of the Corporation;

- (d) subject to any restriction imposed or direction given at a general meeting of owners, delegate to one (1) or more of the members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation; and
- (e) obtain and retain by contract the services of the Manager or of any professional real property management firm or professional real property manager or agent for such purposes and upon such terms as the Board may from time to time decide all in accordance with the Act.

18. DUTIES OF BOARD

The Board shall:

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (d) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (e) on application of an owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- (f) once each year, cause financial statements of the Corporation to be prepared by a chartered accountant and submit such financial statements to the annual general meeting of the Corporation. The cost of preparing such financial statements shall be an obligation of the Corporation.
- (g) within thirty (30) days of a person becoming or ceasing to be a member of the Board, file, at the Land Titles Office, or in any other register required by law, a notice in the prescribed form stating the name and address of that person and the day the person became or ceased to be, as the case may be, a member of the Board; and
- (h) unless otherwise resolved by special resolution of the Corporation, employ for and on behalf of the Corporation an independent professional management agency, agent or manager as the Manager to supervise, manage, carry out and perform any and all of the duties of the Corporation, subject always to the control and direction of the Corporation and the Board. Without limiting the generality of the foregoing, if any group of persons entitled to vote, representing twenty-five percent (25%) of the total unit factors of the units, shall at any time be dissatisfied with the fitness or suitability of such Manager employed as aforesaid or the adequacy of the work or service performed by him, such group of persons may, by requisition addressed to the Corporation, require the calling of an extra-ordinary general meeting and upon such requisition being made as aforesaid, the Board shall forthwith call an extra-ordinary general meeting of the Corporation to consider the complaint or complaints of such group of persons, and the continuance or termination of the employment or a replacement shall be considered and determined by ordinary resolution at such meeting, and the Board shall govern itself according to such resolution. The Manager employed by the Board as aforesaid need not devote his full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion.

19. VALIDITY OF ACTS

All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

20. CEASING TO BE A DIRECTOR

The office of a member of the Board shall be vacated if the member:

- (a) becomes bankrupt under the "Bankruptcy and Insolvency Act (Canada)", or any legislation passed in substitution therefor or replacement thereof; or
- (b) is more than thirty (30) days in arrears in payment of any contribution required to be made by him as an owner; or
- (c) is the subject of an admission certificate issued under "The Mental Health Act", or any legislation passed in substitution therefor or replacement thereof; or
- (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of two (2) years; or
- (e) resigns his office by serving notice in writing upon the Corporation; or
- (f) is absent from three (3) consecutive meetings of the Board, without permission of the Board, and it is resolved at a subsequent meeting of the Board that his office be vacated; or
- (g) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company otherwise than for the purpose of amalgamation or reconstruction.

21. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, which officer or officers or other persons shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

22. CORPORATE SEAL

The Corporation shall have a corporate seal, which shall at no time be used or affixed to any instrument except in the presence of at least two (2) members of the Board or in the presence of any one (1) or more members of the Board as may be authorized from time to time by resolution of the Board, who shall each sign every instrument to which the corporate seal is affixed, except that, where there is only one (1) member of the Corporation, his signature shall be sufficient for the purpose for this By-Law, and if the only member is a company, the signature of its appointed representative on the Board shall be sufficient for the purpose of this By-Law.

**PART IV
MEETINGS**

23. FIRST MEETING

The first annual general meeting shall be called by the Board in accordance with the requirements of the Act. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. All meetings of the Board and all general meetings of the Corporation and all extra-ordinary general meetings of the Corporation shall be held in the municipality in which the units are located unless a majority of the owners by means of an ordinary resolution passed at the Corporation's annual general meeting agree to hold the meetings in another location.

24. EXTRA-ORDINARY GENERAL MEETING

All general meetings, other than the annual general meetings, shall be called extra-ordinary general meetings.

25. CONVENING MEETINGS

The Board may, whenever it thinks fit, and shall, upon a requisition in writing by owners representing not less than twenty-five percent (25%) of the total unit factors for all the units or upon the request in writing from mortgagees holding registered mortgages against units in respect of which corresponding unit factors represent not less than twenty-five percent (25%) of the total unit factors under the Condominium Plan, convene an extra-ordinary general meeting.

26. NOTICE OF GENERAL MEETING

Seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all owners and first mortgagees who have notified their interests to the Corporation.

Notice shall be given to the owner and to a mortgagee in the manner prescribed in these By-Laws, but the accidental omission to give notice to an owner or mortgagee or non-receipt by an owner or mortgagee does not invalidate the meeting or any proceedings thereat.

In computing the number of days notice of a general meeting required under these By-Laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

27. SPECIAL BUSINESS

All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts, election of members to the Board and reports from the Manager, officers and committees of the Corporation.

28. QUORUM

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 at the time when the meeting proceeds to business and twenty-five percent (25%) of the persons entitled to vote present in person or by proxy shall constitute a quorum.

29. ADJOURNMENT FOR LACK OF QUORUM

If, within one-half (1/2) hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and if, at the adjourned meeting, a quorum is not present within one-half (1/2) hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

30. CHAIRMAN

The Chairman of the Board shall be the Chairman of all general meetings or, in his absence from the meeting or in case he shall vacate the chair, the Vice-Chairman of the Board shall act as Chairman; PROVIDED ALWAYS that, if the Chairman and Vice-Chairman be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

31. ORDER OF BUSINESS

The Order of Business at general meetings, and as far as is appropriate at all extra-ordinary meetings, shall be:

- (a) if the Chairman or the Vice-Chairman of the Board shall be absent, the election of the Chairman of the Meeting;
- (b) calling of the roll and certifying the proxies;
- (c) proof of notice of meeting or waiver of notice;

- (d) report of officers;
- (e) report of committees;
- (f) consideration of the accounts and approval of the financial statements for the preceding fiscal year of the Corporation;
- (g) presentation of the budget for the next ensuing fiscal year of the Corporation;
- (h) election of Board;
- (i) unfinished business;
- (j) new business; and
- (k) adjournment.

32. SHOW OF HANDS SUFFICIENT

At any general meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. A demand for a poll may be withdrawn.

33. WHEN POLL REQUIRED

A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

34. VOTES OF OWNERS

On show of hands, each owner shall have one vote; on a poll, the number of votes that a person may cast shall correspond to the unit factors for the respective units represented by that person.

35. METHOD OF VOTING

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

36. PROXY

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

37. ELIGIBILITY TO VOTE

Notwithstanding anything in these By-Laws, neither an owner nor a mortgagee is entitled to exercise the power of voting conferred on the owner by the Act where:

- (a) any contribution payable in respect of the owner's unit; or
- (b) any other obligation owing to the Corporation in respect of the owner's unit or the common property,

is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised.

38. CO-OWNERS: ELIGIBILITY

If a unit is owned by more than one person, those co-owners may vote personally or by proxy, but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them, but any one co-owner may demand a poll.

39. CO-OWNERS: SHARE OF VOTE

On any poll, each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interest in the unit of the joint owners as do not vote personally or by individual proxy.

40. SUCCESSIVE INTERESTS

Where owners are entitled to successive interests in a unit, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

41. TRUSTEE

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

42. MORTGAGEE

Notwithstanding provisions of these By-Laws with respect to appointment of a proxy where the owner's interest is subject to a registered mortgage, and where the mortgage or these By-Laws or any statute provides that the power of vote conferred on an owner may or shall be exercised by the mortgagee, and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote.

43. SIGNED RESOLUTION

Where a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting of the Corporation, would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.

**PART V
ASSESSMENTS**

44. ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS

- (a) The common expenses of the Corporation shall, without limiting the generality hereof, include the following:
 - (i) all levies or charges on account of electricity, water, gas and fuel service supplied to the Corporation for the common property or for the benefit of all owners and such levies or charges against the real or personal property of the Corporation;
 - (ii) management fees, if any and wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
 - (iii) all the charges on account of lawn maintenance and for ice, snow and debris removal from common property;
 - (iv) all charges on account of lighting or electrical fixtures situated on common property;

