

2. Secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder the Insurance Trustee shall have regard to the interests of all Owners, Mortgagees and the Corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, Mortgagees who have notified the Corporation of their mortgages and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution then the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution the Insurance Trustee shall refer the matter to the court authorized to deal with schemes and terminations under Section 50 to 52 of the Act and the distribution shall be settled and determined by such court on such terms and conditions as it may deem just and equitable.

The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance effected by the Board.

35. Proof of Insurance

The Corporation shall cause a certificate or memorandum of all insurance policies to be issued as soon as possible to each Owner and a duplicate original or certified copy to each Mortgagee who has notified its interest to the Corporation and renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each Mortgagee who has notified its interest to the Corporation not later than ten (10) days before the expiry of any current insurance policy.

PART VIII

DAMAGE

36. Notice of Damage

Where the Board has determined that there has been substantial damage to the Buildings, notice of such determination shall be given to all Owners and Mortgagees who have notified their interest to the Corporation, with such notice to the

Mortgagees to be sent by registered mail. Such notice may be combined with notice of a meeting called for the purpose of voting whether to repair.

37. Exemption

The provisions in this Part restricting an Owner from making a claim against the Corporation or exempting the Corporation from liability in respect of loss or damage suffered or incurred by an Owner, shall apply only where no insurance policy (insuring the Corporation against liability in respect of the said loss or damage) subsists at the relevant time (whether or not the Corporation is or was required, by these By-laws or otherwise, to place such policy).

38. No Claim Against Corporation

No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof.

39. Leakage

The Corporation shall not be responsible to an Owner for any loss, damage or expense caused by any overflow or leakage of water from any other Unit, Common Property or property of the Corporation or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.

40. Indemnification

Each Owner shall indemnify and save harmless the Corporation from all losses, costs, damages, injury or liability whatsoever which the Corporation may sustain or incur resulting from or caused by any maintenance, repair or replacement rendered necessary to the Common Property or property of the Corporation or to any Unit, by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

PART IX

COMMON EXPENSES

41. Common Expenses Generally

The Common Expenses of the Corporation shall, without limitation, include the following:

- (a) All levies or charges on account of electricity, water, gas, fuel and other utility services supplied to the Corporation;
- (b) Remuneration and related expenses payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Common Property or the property owned by the Corporation;
- (c) Payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and the Manager;
- (d) The cost of furnishings and equipment for use in and about the Common Property including repair, maintenance and replacement thereof and including maintenance, materials, tools and supplies;
- (e) All charges on account of lighting fixtures situated on the Common Property or property owned by the Corporation;
- (f) All charges on account of maintenance for those portions of a Unit for which the Corporation is responsible hereunder;
- (g) All charges on account of maintenance for Common Property or property owned by the Corporation or for which the Corporation is responsible hereunder;
- (h) The cost of legal, accounting, engineering, auditing and other professional services;
- (i) All costs and charges on account of landscaping, landscaping maintenance, garbage, snow and debris removal from Common Property excepting areas for which an Owner has been granted exclusive use;
- (j) All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
- (k) All costs of and charges for insurance for which the Corporation is responsible including the fees and charges of the Insurance Trustee;
- (l) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (m) The amount of all costs and expenses whatsoever, including without limitation, all maintenance and repair costs, financing charges, Common Expenses, Unit charges,

taxes, professional and consulting fees and all utility charges for or in respect of any Unit owned by the Corporation itself;

- (n) All other expenses which the Corporation may reasonably incur in the operation, management, repair and administration of the Common Property and property owned by the Corporation.

42. Assessment of Common Expenses

- (a) At least thirty (30) days prior to the beginning of each calendar year, the Corporation or at its request the Board or the Manager, shall estimate the amount of the common expenses that will be incurred or required in such calendar year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from funds collected in the previous year) which estimate of common expenses is hereby called the "Estimated Common Expenses". Each years' Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factor as shown on the Condominium Plan. In addition thereto, the Corporation may levy and assess the Owners in like proportion for costs and charges for Common Expenses, estimated or incurred from the date of registration of the Condominium Plan to the end of the calendar year in which registration occurred. If the amounts so estimated prove inadequate for any reason, including non-payment of an owner's assessment, the Corporation, may at any time and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each Owner shall be obligated to pay any and all assessments made pursuant to this provision to the Corporation or to such other person, firm or corporation as the Corporation may from time to time designate, in equal monthly instalments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Corporation shall designate, and further to pay interest on all assessments or payments in arrears at the Prime Rate plus three (3%) per cent calculated from the date due until payment. All payments on account shall first be applied to outstanding interest and second to principal due.
- (b) The omission of the Corporation or Board or the Manager, before the expiration of any year, to fix the assessments hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release of the Owner or Owners from their obligations to pay the

assessments or any instalments thereof for that or any subsequent year, but the monthly instalments fixed for the preceding year shall continue until new assessments are fixed. No Owner can exempt himself from liability for his contribution towards the Common Property by vacating or abandoning his Unit.

- (c) The treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipt and expenditures affecting the Common Property, specifying and itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any owner at convenient business hours on week days.

43. Unpaid Assessments

In the event of any assessment against or instalment 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 assessments, instalments and payments for the calendar year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly assessments, instalments and payments shall become payable on and as of the date of the said notice provided however, that at no time shall there be acceleration of any Unit charges not yet estimated and levied by the Corporation or the Board or the Manager.

PART X

GENERAL USE

44. Developer's Use of Property

The Developer, during such time as it is the Owner of one or more Units, shall have the right to maintain any Unit or Units whether owned or leased by it as a display Unit or Units and to carry on all such sales or leasing functions as it considers necessary from time to time in or about such Unit or Units. The Developer shall also have the right to maintain construction offices, displays and signs in or about the Common Property of the project until all Units have been sold by the Developer. In all other circumstances the Developer shall have all of the rights, powers, obligations and duties of any Owner of a Unit or Units.

45. Owner's Usage

An Owner shall not:

- (a) (i) use his Unit for any purpose that may be illegal or injurious to the regulation of the Buildings comprising the Condominium;
- (ii) make undue noise, in or about any Unit or Common Property;
- (b) Use his Unit for any purposes other than a residence.

46. One Family Residence

Each Residential Unit shall be occupied only as a one family residence by the Owner, his tenants or authorized occupants and their families, for the purpose of this section:

- (a) "One family residence" means a Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen, and in which no roomers or boarders are allowed; and
- (b) "Boarder" means a person to whom room and board is regularly supplied for consideration; and,
- (c) "Roomer" is a person to whom a room is regularly supplied for consideration.

47. Commercial Use of Unit

No Residential Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of public at such Unit, and without limiting the generality of the foregoing no Residential Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, provided however; that the foregoing shall not prevent the Developer from completing the Project and maintaining a Unit or Units owned by it as models for display and sales purposes and otherwise maintaining construction offices, sales offices, displays and signs until all Units have been sold by such Developer.

48. Duty to Repair and Maintain

Each Owner shall be responsible for the repair and maintenance of his Residential Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representatives those items for which he is responsible (including Common Property for which he has been granted exclusive use on conditions relating to maintenance or repair)



after ten (10) days' written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done the maintenance or repair and the Owner affected agrees to and shall reimburse the Corporation for all moneys expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it to recover such moneys for the Corporation, and such moneys shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

49. Structural Alterations

No Owner or occupant of a Unit, nor any person with his consent or on his behalf shall:

- (a) make any change in the plumbing, heating, air-conditioning, mechanical or electrical system within or outside any Unit without the prior written consent of the Board; or
- (b) do or permit any act to be done or permit his Unit to be altered in any manner which will alter the exterior appearance of the structure comprising his or any other Unit or which will affect the fire rating or soundproofing of a Unit; or
- (c) make or cause to be made any structural alterations or addition to his Unit or any alteration to any Common Property for which he has been granted the right of exclusive use without first having the design specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made without such approval may be removed by the Board or its duly authorized representative and any costs incurred by the Corporation as a result thereof shall forthwith be paid by the Owner to the Corporation, and until paid shall bear interest at the Prime Rate plus four (4%) per cent.

50. Fire Hazard

No Owner or occupant of a Unit, their families, visitors or invitees shall do or permit anything to be done in the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any Building comprising part of the Condominium or on property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local fire department or with any insurance policy upon any Building comprising part of the Condominium or any part thereof or conflict with any of the rules and ordinances of the municipal

health department or with any statute or municipal by-law or with any other law whatsoever and no Unit or any part of the Common Property shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance maintained by the Corporation.

51. Fences

No fence shall be painted, stained, decorated or otherwise affected in any manner that would change the appearance or colour of same without the prior written consent of the Board it being intended that the Board shall control the appearance and colour of all fences to ensure that same are harmonious and consistent with the appearance and colour scheme of the project.

52. Water

Water shall not be left running unless in actual use in any Unit.

53. Plumbing

Toilets, sinks, tubs, drains and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, disposable diapers or other substances shall be thrown therein.

54. Combustible Materials

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any Unit or on any part of the Common Property.

55. Signs

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit without the prior written consent of the Board, provided however that the foregoing shall not prevent the Developer from displaying any signs, billboards, notices or advertising material as may be necessary for sales purposes until all Units have been sold by the Developer.

56. Emergency

The Corporation, in the event of fire, water breaks or other emergency situations, and in the absence of the Owner or occupier of a Unit, may force entry to any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other Owners or occupiers and the Corporation, and the Owner-occupier of the Unit so entered shall save harmless the Corporation, its agents and employees from any claim or damage arising from such forced entry.



57. Antennas

Without the prior written consent of the Board, no television antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or any part of the Common Property except by the Corporation for or in connection with a common television cable or other distribution or reception system.

58. Laundry

No laundry shall be hung other than inside a Residential Unit.

59. Awnings

No awnings, shades, barriers or screens shall be erected over the outside of windows or doors of a Residential Unit nor shall any article be hung or placed on any outside windowsills of a Unit without the prior written consent of the Board.

60. Appearance of Unit

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the opinion of the Board, aesthetically unpleasing when viewed from outside the Unit.

An Owner shall not allow his Unit or any portion of the Common Property for which he has been granted the right to exclusive use to become unsanitary, unsightly or untidy.

61. Garbage

Owners, tenants and occupants of Units, their families, visitors and invitees, shall tightly wrap and tie their garbage and shall deposit same in such garbage containers as may be directed by the Board from time to time and the Owners, their tenants and occupiers shall observe and obey all by-laws and regulations of any competent local authority in that regard.

62. Ice and Snow Removal and Maintenance

Each Owner and occupant of a Residential Unit shall be responsible for ice and snow removal from the walkways and steps to the Owner's Residential Unit or reasonably associated with the Unit notwithstanding that same are Common Property. The Corporation shall regularly maintain grass, trees, shrubs and walks in the appropriate parts of the Common Property, unless (with respect to Common Property in respect of which an Owner has been granted exclusive use) the Board has directed that such maintenance is the responsibility of the Owner and the Corporation shall maintain the common area lighting and shall be responsible for ice and snow removal from the Common Property.

63. Noise

Owners or occupants of Units, their families, visitors or invitees shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other Owners, their tenants, families, guests, visitors, and persons having business with them and no noise caused by any instrument or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the others, shall be permitted.

64. Obstructions

An Owner shall not obstruct or permit any sidewalks, walkways, passageways, driveways or parking areas to be obstructed by himself or any occupant of the Unit or by their families, visitors or invitees. No fence, screen, barrier, awning, shade, partition, tree, shrub or flower shall be erected or planted on, or which overhangs, any part of the Common Property without the prior written consent of the Board.

65. Personal Belongings

All Owners and occupants of a Residential Unit, their family, visitors and invitees, will cause all articles belonging to their household to be kept in their respective Residential Unit or appropriate storage area when not in actual use, and each will comply with all reasonable requests of the Board or the Manager or its representative that bicycles, toys and like articles belonging to the household of the Owner, tenant or occupant of the Unit be put away inside such Unit when not in actual use or be stored in appropriate places which may be designated by the Board or the Manager or their respective representatives from time to time for such use.

66. Electrical Circuits

Owners and occupants of a Unit, their families, visitors and invitees, shall not overload existing electrical circuits.

67. Day Care Centre

No Owner or occupant of a Unit, their families, visitors or invitees, shall use a Unit to provide a day care centre or baby sitting services without the prior written consent of the Board and provided such consent has been given the Owner shall provide evidence to the Board of compliance with any municipal, provincial or federal laws governing such usage including, without restriction, copies of any permits or licenses to be obtained by the Owner.

68. Pets

No Owner or occupant of a Unit, their families, visitors or invitees, shall keep any animals, livestock, fowl or pet of any kind in a Unit or on the Common Property without the prior written consent of the Board, provided that an Owner having a pet prior to purchase of a Residential Unit from the developer shall have the right upon approval of the Developer to keep any such pet on the premises until such time as the pet is deceased. Any by-law of the City of Edmonton shall apply in all instances to Owners or occupants of Units. The authorities empowered by the City of Edmonton to enforce any by-law relating to animals are hereby invited and authorized to enforce such by-laws on the Common Property.

69. Privacy

No Owner or occupant of a Unit, or their families, visitors or invitees, shall trespass on any part of the Common Property to which another Owner is entitled to exclusive use. No Owner or occupant of a Unit, or their families, visitors or invitees, shall have any right of access to those parts of the Common Property used from time to time as utility or storage areas for the Corporation including any other part of the Common Property used for the care, maintenance or operation of the Common Property, including any dwelling for any building superintendent, Manager or caretaker, provided however, that this paragraph shall not apply to any registered first Mortgagees who have notified their interest to the Corporation and who shall have the right of access for inspection upon forty eight (48) hours' written notice to the Corporation.

70. Corporation's Right

The Corporation and its servants and agents shall, notwithstanding the grant of any lease, right, license or privilege of exclusive use of any Common Property or property of the Corporation to any Owner, have and enjoy a free and uninterrupted right at any time and at all times and from time to time, to enter into and upon and pass over and occupy any and all parts of such property for the purpose of carrying out any of the duties or functions of the Corporation.

71. Motor Vehicles and Parking

- (a) No motor vehicle other than a private automobile, station wagon or commercial vehicle or recreational vehicle no larger than a one ton truck shall be parked on any part of the Common Property, including parking stalls, without the prior written consent of the Board.
- (b) No motor vehicle, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on

any part of the Parcel other than on a parking space specifically designated as same, nor shall any Owner or occupant of a Unit or their families park any motor vehicle in any parking stall designated from time to time by the Board for visitor parking.

- (c) No inoperable motor vehicle shall be parked or articles stored in any parking stall whether or not such parking stall is within the Common Property without the prior written consent of the Board.
- (d) Vehicles on the Parcel shall be driven and parked in accordance with rules and regulations established from time to time by the Board or the Corporation.
- (e) No Owner or occupant of a Unit, their families, visitors or invitees, shall have any claim or action against the Corporation for any loss, damage or injury to any motor vehicle or other property kept or located on the Common Property or property of the Corporation nor for any loss, damage or injury to the Owner or occupant of a Unit, their families, visitors or invitees while in or about any area designated for the parking of motor vehicles on the Parcel.
- (f) No motor vehicle which is leaking oil, or not being used from day to day, or undergoing repairs of any nature shall be parked or located on the Common Property or property of the Corporation.
- (g) No motor vehicle shall be driven in a manner which, in the opinion of the Board, is or might be hazardous or detrimental or prejudicial to the welfare of other Owners of occupants of Units, their property or the Common Property or property of the Corporation.

72. Landscaping and Common Property

Owners and occupants of Units, their families, visitors and invitees, shall not 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 or grounds so as to damage them, prevent growth or to interfere with the cutting of lawns or the maintenance of grounds and shall not do anything or permit anything to be done to damage, harm, mutilate, destroy, waste, alter, litter, soil, dirty or foul any part or parts of the Common Property or property of the Corporation.