

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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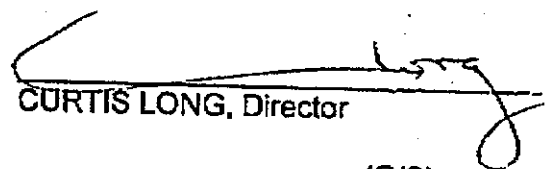
Form 3
Condominium Property Act
Section 32

Notice of Change of Bylaws

Condominium Corporation No. 042 5913 hereby certifies that, by a special resolution agreed to in writing by not less than 75% of all the persons who, at a properly convened meeting of the said corporation, would have been entitled to exercise the powers of voting conferred by the Act or the bylaws and representing not less than 75% of the total unit factors for all the units, the by-laws of the corporation were added to, amended or repealed as follows:

The bylaws set forth as Schedule 1 of the Condominium Property Act of Alberta are repealed and replaced in full with the bylaws annexed hereto.

The seal of Condominium Corporation No. 042 5913 was affixed on October 25, 2004, in the presence of Curtis Long.


CURTIS LONG, Director
(C/S)

BY-LAWS OF CONDOMINIUM CORPORATION NO. 042 5913
operating as "THE NEW CAMBRIDGE LOFTS"

1.00 ENACTMENT, DEFINITIONS AND INTERPRETATION

1.01 ENACTMENT

1.01.1 Condominium Corporation No. 042 5913 enacts these By-laws to replace all statutory By-laws.

1.02 DEFINITIONS

102.2 The following definitions shall apply to all parts of these By-laws:

- a. "Act" means the Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, or any statute which may be enacted in replacement of that statute;
- b. "Administrative Expenses" means all expenses which, in the opinion of the Corporation, are necessary for the control, management and administration of the Common Property, for the payment of any premiums of insurance, or for the discharge of any other obligation of the Corporation;
- c. "Board" means the Board of Directors elected pursuant to these By-laws and as provided for in the Act. Board Members may be referred to as Directors;
- d. "Building" means the building or buildings situated on the parcel of land shown on the Condominium Plan;
- e. "By-laws" mean the By-laws of the Corporation;
- f. "Capital Replacement Reserve Fund" means the fund created pursuant to these By-laws and as provided for in the Act;
- g. "Common Property" means so much of the parcel or the Building not comprised in any Unit shown on the Condominium Plan;
- h. "Condominium Plan" means the condominium plan no. 042 5913 as registered in the Land Titles Office for the North Alberta Land Registration District;
- i. "Corporation" means Condominium Corporation No. 042 5913 as constituted under the Act by reason of the registration of the Condominium Plan, and shall be known under the name and style of "New Cambridge Lofts";
- j. "Developer" means SOUND DEVELOPMENT CORPORATION;
- k. "Insurance Trustee" means a corporation or person, authorized to act as an insurance trustee under the laws of the Province of Alberta, who may be appointed as the Insurance Trustee for the Corporation by an Ordinary Resolution of the Corporation;
- l. "Manager" means a corporation or person appointed as Manager pursuant to these By-laws;
- m. "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
- n. "Ordinary Resolution" means a resolution:
 - i. passed at a properly convened meeting of the Corporation by a simple majority of all the persons present entitled to exercise the voting rights conferred by the Act or by the By-laws; or
 - ii. agreed to in writing by those persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the voting rights conferred by the Act or the By-laws and who represent more than fifty (50%) percent of the total Unit Factors for all the Units;
- o. "Owner" means the Owner of a Unit;
- p. "Parcel" means the land comprised in the Condominium Plan;
- q. "Special Resolution" means a resolution:
 - i. passed at a properly convened meeting of the Corporation by those persons entitled to exercise the voting rights conferred by the Act or by the By-laws and who represent not less than Seventy-five (75%) percent of the total Unit Factors for all the Units; or
 - ii. agreed to in writing by those persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the voting rights conferred by the Act or the By-laws and who represent not less than Seventy-five (75%) percent of the total Unit Factors for all the Units;
- r. "New Cambridge Lofts" is the name and style by which the Corporation may be popularly called and known;
- s. "Unanimous Resolution" means a resolution:
 - i. passed unanimously at a properly convened meeting of the Corporation by all of the persons entitled to exercise the voting rights conferred by the Act or by the By-laws; or
 - ii. signed by all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the voting rights conferred by the Act or the By-laws;
- t. "Unit" means an area designated as a Unit by the Condominium Plan, each of which is intended to be occupied as a residential dwelling other than the following:

- i. Unit Nos. 1 through 7 inclusive, which are intended to be occupied for commercial purposes and which are now called "Commercial Units";
- ii. Unit Nos. 226 through 325, inclusive, which are intended to be used for storage and which are now called "Storage Units";
- iii. Unit Nos. 326 through 336 inclusive, which are intended to be used for motor vehicle parking and which are now called "Parking Units";

and all references to "Commercial Units", "Storage Units" and "Parking Units" contained in these By-laws, and to the duties and obligations of Owners and others in respect of the same, shall be deemed to supersede references in these By-laws which would be otherwise contradictory or contrary to plain meaning;

- u. "Unit Factor" means the Unit Factor for each Unit set forth in the Condominium Plan; and,
- v. "Voting Rights" means the entitlement of Owners to cast votes which are so weighted as to correspond to the Unit Factors for each Owner's Unit.

1.03 INTERPRETATION

103.1 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws unless the context otherwise requires.

103.2 These By-laws are to be read with all changes of number and gender as required by the context; and the word "Owner" shall be read as "Tenant", "Resident" or "Occupier" as the context may require.

103.3 The headings in the body of these By-laws form no part of these By-laws have been inserted for the convenience of readers.

103.4 The Act shall prevail in the event of any conflict between these By-laws and the Act.

2.00 DUTIES, POWERS AND GOVERNANCE

2.01 OBSERVANCE OF BY-LAWS AND SEVERANCE

2.01.1 The Corporation, the Board and all Owners shall observe and obey all such By-laws and Rules as are applicable to each of them. If any provision of these By-laws is or is found to be illegal or unenforceable, that provision shall be deemed to be separate and severable from these By-laws; and the remaining provisions of these By-laws shall remain in full force and effect.

2.02 THE OWNERS - POWERS

202.1 An Owner enjoys all the rights, and has all the powers, of an owner of real property as provided by law, subject only to, or as expanded by, the legislation of the Province of Alberta, or of Canada, or as restricted by any government authority or tribunal duly empowered.

202.2 An Owner has special powers, as provided for in the Act, and including the power to govern the affairs of the Corporation, and the use of the Common Property, by the participation in votes upon resolutions, cast at meetings of the Corporation.

2.03 THE OWNERS - DUTIES

2.03.1 An Owner shall:

- a. permit agents and employees of the Corporation entry to the Unit upon reasonable notice, or without notice in the event of an emergency, to conduct any inspections, maintenance or repairs which are within the duties of the Corporation; and in either case, the Owner shall save harmless and indemnify the Corporation, its agents and employees, against any claims arising from such entry;
- b. take reasonable and prudent care of the components of the hot water heating system contained within the Unit to prevent any water lines from freezing during winter conditions;
- c. take reasonable and prudent care of all other components of the mechanical and electrical systems contained within the Unit such that no component fails due to the Owner's lack of care;
- d. forthwith carry out all work that may be ordered by any municipal or public authority in respect of the Unit;
- ✓ e. pay in timely fashion all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- f. use and enjoy the Common Property in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- g. forthwith notify the Corporation in writing of any change of ownership or any mortgage registered upon the title of the Unit;
- ✓ h. comply with, and cause all Tenants, family, visitors and other occupants of the Unit, to comply with the By-laws, the Act, and regulations in force; and,
- i. address any suggestions, questions or complaints to the Board by advice in writing and addressed to the Corporation to the attention of the Board of Directors.

203.2 An Owner shall be liable to the Corporation and to any other Owner for any direct or consequential losses arising from the Owner's failure to observe the requirements of this By-law;

2.04 THE CORPORATION - POWERS

204.1 The Corporation may:

- a. purchase, hire or otherwise acquire or dispose of or deal with real or personal property for use by Owners in connection with their enjoyment of Common Property or their Units, provided that real property shall only be acquired or disposed of by Special Resolution;
- b. borrow monies required by it in the performance of its duties or the exercise of its powers; but the Corporation shall not borrow monies, nor incur aggregate indebtedness, in any amount exceeding TWENTY THOUSAND (\$20,000.00) DOLLARS, without the prior approval of the Owners given by Ordinary Resolution; and such Ordinary Resolution shall further empower the Corporation to grant such security as may be required to secure the re-payment of monies borrowed by it together with interest thereupon;
- c. invest monies to the extent permitted by law for trustees;
- d. make an agreement with any Owner for the provision of any amenities or services; and,
- e. grant to an Owner the right to exclusive use and enjoyment of the Common Property in respect of any area designated on the Condominium Plan as an exclusive use area, on such terms and conditions as the Board may determine.

204.2 In general, the Corporation may do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and any part of a Unit with which it may be concerned, including without restriction the following:

- a. commence and prosecute proceedings pursuant to the Act;
- b. register caveats and other instruments pursuant to the Act; and
- c. impose, collect and deal with deposits for the rental of a Unit pursuant to the provision of the Act;
- d. give notice to give up possession of a Unit pursuant to the Act; but, the provisions of these sub-paragraphs do not apply to a Unit or Units owned by the Developer for a period of one (1) year from the enactment of these By-laws;
- e. pay a salary, stipend or honorarium to a member of the Board upon the Ordinary Resolution of the Corporation;
- f. force entry into any Unit in the event of emergency;
- g. impose and exact the levies, assessments and any other charges mentioned in these By-laws; and
- h. exercise all of the rights, powers and duties conferred on the Corporation by the Act and the By-laws.

2.05 THE CORPORATION - DUTIES

205.1 The Corporation shall:

- a. enforce the By-laws;
- b. control, manage and administer the Common Property;
- c. maintain, repair or replace, as required, all mechanical, electrical and other systems comprised in or used in conjunction with Common Property, including all chattels owned or leased by the Corporation;
- d. place and maintain insurance as required by the Act or by these By-laws; and upon the written request of an Owner or the holder of a mortgage registered against a Unit, provide that Owner or Mortgagee with either a photocopy or certified copy of all insurance policies and endorsements maintained by the Corporation;
- e. call a general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, but in no case to allow more than fifteen (15) months to elapse from one annual general meeting to the next;
- f. provide all necessary services to the Building, including the regular collection of garbage, cleaning and janitorial work, landscaping and snow removal;
- g. indemnify and save harmless every Board Member, employee or officer against all damages, claims, costs and expenses, including all legal fees, disbursement and charges, reasonably incurred by the member in connection with any claim, demand, action, suit or proceeding to which he may be made party by reason of being or having been a Board Member, employee or officer of the Corporation, such indemnity being both express and implied by reason of this By-law, and requiring no further written or other expression to bind the Corporation; but this indemnity does not apply where a finding of guilt is given in a criminal prosecution, or a judgment is obtained in an action or for fraud, deceit, misappropriation or any other wrongful or dishonest act; and,

- h. in general, do all things required of it by the Act, these By-laws, and any other resolutions of the Corporation in force from time to time;

2.06 THE BOARD OF DIRECTORS - POWERS

206.1 The Board shall have vested in it the powers of the Corporation and shall enforce the provisions of these By-laws. Subject to any restriction imposed or direction given at a general meeting, the Board may:

- a. meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than four (4) day's notice of a meeting proposed by that member specifying the reason for calling the meeting;
- b. employ or authorize the Manager, if any, to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- c. delegate to one or more of its members such of its powers and duties as it thinks fit, subject always to its power to revoke such delegation;
- d. strike such committees as it sees fit, and to delegate to any committee such of its powers as it sees fit, subject always to its power to revoke such delegation or to dissolve any committee; or to require its committees to operate on a reporting and advisory basis only; and to appoint to its committees any combination of Members or Owners it sees fit (but this by-law does not apply to the Standing Committee for Commercial Unit Affairs);
- e. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required under the Act or pursuant to these By-laws;
- f. do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and any part of a Unit with which it may be connected;
- g. promulgate and publish Rules for the regulation and management of Common Property, and pertaining to the conduct of Owners, their guests and tenants, including Rules relating to the hours of use or operation of equipment, access to or use of the Common Property, control of noise, pets, handling of garbage and, in general, all such matters as the Board deems fit as lie within the power of the Corporation to regulate.

2.07 THE BOARD OF DIRECTORS - DUTIES

207.1 The Board shall:

- a. cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- b. cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- c. cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- d. on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the Board available for inspection at all reasonable times, and further provide to any Mortgagee who makes specific request thereof, copies of all minutes of all meetings of the Corporation and of the Board;
- e. on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of any Unit with regard to Common expense assessments and with regard to fulfillment of all the Owner's obligations in connection with the Corporation or a Unit; set budgets for the Administrative Expenses of the Corporation and then levy upon each Owner monies sufficient to meet those Expenses;
- f. enforce payment of levies made; upon the written request of an Owner, Purchaser or Mortgagee of a Unit, provide the particulars and materials pursuant to the Act;
- g. at all times keep and maintain in force all insurance required by the Act, and by these By-laws to be maintained by the Corporation; and,
- h. enter into insurance trust agreements; create, maintain and invest a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Property and any real or personal property owned by the Corporation, and to apply such funds and the proceeds of investment for such purposes.

2.08 BOARD MEMBERS AND OFFICERS

208.1 ELECTION AND QUALIFICATIONS: The eligibility requirements to stand for election, or to remain as a member of the Board, are as follows:

- a. the Board shall consist of not less than three nor more than seven persons and shall be elected at each annual general meeting, or at an extra-ordinary general meeting; however, where there are not more than three Owners, the Board may consist of as few as one person;
- b. if a Unit has more than one Owner, only one of the Owners may sit on the Board at one time;
- c. a person need not be an Owner to be nominated for or elected to the Board;
- d. any person who has attained the age of majority shall be eligible for nomination and election to the Board; an Owner who is, or the representative of an incorporated Owner which is, indebted to the Corporation for an assessment which is more than thirty (30) days overdue is not be eligible for nomination and election to the Board; but this provision does not apply to representatives of the Developer.
- e. at any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board;
- f. no more than two Mortgagees, or their representatives, may be members of the Board at any one time; and,
- g. All candidates for election to the Board shall, as a condition of nomination, make full disclosure of any direct or indirect relationships to the Condominium Corporation; but this provision does not apply to representatives of the Developer.

208.2 DISQUALIFICATION AND REMOVAL FROM THE BOARD: A member of the Board is disqualified to remain a member of the Board, and shall be removed, as follows:

- a. the Corporation may by Ordinary Resolution at a properly convened meeting remove any member of the Board before the expiration of the member's term of office;
- b. the office of a member of the Board shall be vacated if the member:
 - i. becomes bankrupt under the Bankruptcy Act (Canada); is more than sixty (60) days in arrears in payment of any levies required to be paid by that member as an Owner, or by a corporation of which the member is recorded as representative on the books of the Corporation;
 - ii. becomes of unsound mind or mentally incompetent; is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that the member's office be vacated; or,
 - iii. is refused bonding, at a reasonable premium, by a recognized bonding institution.

208.3 FILLING A VACANCY ON THE BOARD: Where a vacancy occurs on the Board, the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided that the person qualifies for election to the Board.

208.4 OFFICERS: An Officer must be a member of the Board. At the first meeting of the Board convened following the meeting of the Corporation at which the Board was elected, the Board shall elect from its members a President, Vice-President, Secretary and Treasurer of the Corporation. One person may fill the office of President and Secretary.

208.4 DUTIES OF THE OFFICERS: The following duties are assigned to the Officers, subject to change by the Board:

- a. the President, or if absent or disabled, the Vice-President shall:
 - i. direct the business of the Corporation; and,
 - ii. act as Chairman of the meetings of the Board;
- b. the Secretary, or if absent or disabled, another member of the Board designated by the Board shall:
 - i. affix the corporate seal as directed by the Board;
 - ii. record and maintain minutes of meetings of the Board;
 - iii. record and maintain minutes of meetings of the Corporation; and,
 - iv. conduct the correspondence of the Corporation.
- c. the Treasurer, or if absent or disabled, another member of the Board designated by the Board shall:
 - i. properly account for the funds of the Corporation and keep such books as the Board may direct; and, prepare the financial statements for the Corporation.

208.9 DELEGATION OF DUTIES TO A MANAGER: The Secretary and Treasurer may, on resolution of the Board, allow a Manager to carry out such of their duties as the Board sees fit to delegate, provided always that the Secretary and Treasurer, as the case may be, and to the best of their abilities, review the performance by the Manager of such delegated duties.

2.09 OPERATION OF THE BOARD

209.1 BOARD QUORUM AND VOTING: A quorum at a meeting of the Board shall be a simple majority of the members of the Board. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of due notice of the meeting. At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the Chairman is entitled to a casting vote in addition to that Chairman's original vote.

209.2 CHAIRMAN OF THE BOARD: The President and in the President's absence, the Vice-President, shall act as Chairman of the Board meetings. Should both the President and Vice-President be absent then, at the commencement of the meeting, the Board shall elect a Chairman for the meeting. If any Chairman vacates the Chair during the course of the meeting, the Board shall elect another Chairman who shall have the same rights of voting.

209.3 SEAL OF CORPORATION: The Corporation shall have a seal which shall be used as authorized by resolution of the Board.

209.4 SIGNING AUTHORITIES The Board shall determine, by resolution, which Officers shall sign cheques, drafts and other instruments and documents not required to be under corporate seal and may authorize the Manager to sign the same with or without the co-signature of any Officer.

209.5 SIGNED RESOLUTIONS: A resolution of the Board in writing signed by all of the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held;

209.6 MEETINGS OF THE BOARD: All meetings of the Board shall be conducted according to Robert's Rules of Order;

209.7 CONVENING OF MEETINGS: The Board will convene annual general meetings of the Corporation as required by the provisions of the Act and these By-laws. The Board may, whenever it thinks fit, and shall within twenty-one (21) days upon a requisition in writing made by persons entitled to vote representing 2,500 Unit Factors, convene an extra-ordinary general meeting.

2.10 STANDING COMMITTEE FOR COMMERCIAL UNIT AFFAIRS

210.1 In addition to any other committees that the Board may strike, there shall be struck a Standing Committee for Commercial Unit Affairs. The Standing Committee will deal with any concerns and issues of the Owners of the Commercial Units in respect of any concerns and issues of any other Owner, and conversely. The Standing Committee will act as liaison to ensure that the views of all parties are shared, and will endeavour to work out any solutions where problems or issues arise.

210.2 The membership of the Standing Committee for Commercial Unit Affairs shall be comprised of the Owners of all the Commercial Units, to a maximum of three (3) persons, and an equal number of Members of the Board or Owners.

210.3 The Chairman of the Standing Committee for Commercial Unit Affairs shall be chosen from the Owners of the Commercial Units.

210.4 The Standing Committee for Commercial Unit Affairs is specifically empowered to invoke Arbitration, as provided for below.

3.00 CONDUCTING GENERAL MEETINGS

3.01 BUSINESS, RULES AND CHAIR OF THE MEETING

3.01.1 Subject to the provisions of the Act, all business shall be deemed ordinary that is transacted at an annual general meeting of the Corporation. All business that is transacted at an extra-ordinary general meeting shall be deemed special.

3.01.2 All general meetings of the Corporation shall be conducted according to Robert's Rules of Order;

3.01.3 The President, and in the President's absence, the Vice-President of the Corporation shall act as Chairman of the meeting of the members of the Corporation. In the absence of both the President and Vice-President, a Chairman of the meeting shall be elected at the commencement of the meeting.

3.02 ORDER OF BUSINESS AT CORPORATION MEETING

3.02.1 The order of business in any properly convened meeting of the Corporation, unless altered by a majority of those in attendance who are entitled to vote, shall be as follows;

- a. call to order by the Chairman;
- b. call the roll and certify proxies;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes;
- e. reports of Officers;
- f. reports of Committees;
- g. financial report/budget and appointment of auditors (if necessary);
- h. unfinished business;
- i. ratification of past acts of board members and Officers;
- j. new business;
- k. election of Members of the Board;
- l. adjournment.

3.03 QUORUM REQUIRED

3.03.1 Except as otherwise provided in these By-laws, no business shall be transacted at any meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to do business. A quorum at any meeting of the Corporation shall consist of persons entitled to vote present in person or by proxy, representing no less than one-third (1/3rd) of the total Unit Factors.

3.04 ADJOURNMENT FOR LACK OF QUORUM

3.04.1 If within Fifteen (15) minutes from the time appointed for a meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned for a further Fifteen (15) minutes and if after the Fifteen (15) minute adjournment a quorum is not present, the meeting shall stand adjourned.

3.05 RULES RESPECTING VOTING

3.05.1 **SHOW OF HANDS:** At any meeting of the Corporation a resolution moved or proposed at a meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on the show of hands, been carried, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. If a person demands a poll, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

3.05.2 **METHOD OF TAKING A POLL:** A poll, if demanded, shall be taken in such a manner as the Chairman thinks fair and the result of the poll shall be deemed to be the resolution of the meeting of the Corporation at which the poll was demanded.

3.05.3 EQUALITY OF VOTES: In the case of equality in the votes, the Chairman of a meeting of the Corporation is entitled to a casting vote in addition to the Chairman's original vote.

3.05.4 VOTING: On a show of hands each person entitled to vote shall have one vote; on a poll the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special resolution of Unanimous resolution all matters shall be determined by an Ordinary resolution.

3.05.5 MANNER OF VOTING: On a show of hand or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote may indicate that he is showing hands with respect to a number of votes, provided that the proxy is in order if he is voting as proxy, and the votes shall be so counted.

3.05.6 PROXIES: An instrument appointing a proxy shall be in writing under the hand of the appointer, and may be either general or for a particular meeting, but the holder of a proxy need not be an Owner or Mortgagee.

3.05.7 ENTITLEMENT TO VOTE: There are no restrictions or limitations on the right to vote other than the following: such restrictions (if any) as are set out in the Act:

- a. where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the Mortgagee, a power of voting conferred upon such Owner by the Act or by these By-laws:
 - i. if a Unanimous resolution is required, may not be exercised by the Owners, but is exercisable by the registered Mortgagee first entitled in priority; and
 - ii. in other cases, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Mortgagee is present personally or by proxy;
- b. no Owner shall be entitled to vote at any general or extra-ordinary meeting if more than Thirty (30) days in arrears of sums payable to the Corporation, provided that an Owner's disenfranchisement shall not in any way affect the ability of a Mortgagee of the Owner's Unit, first entitled in priority, who has given notice of the mortgage to the Corporation and whose mortgage was registered prior to the occurrence of the Owner's arrears, from exercising the voting privileges for the Unit.

3.05.8 VOTE BY CO-OWNERS: Co-Owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, with each person having one vote, except when a Unanimous resolution of Owners is required by the Act, but any one Co-Owner may demand a poll, and on any poll each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to the Co-Owner's interest in the Unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the Unit of such of the joint Owners as do not vote personally or by individual proxy.

3.05.9 SUCCESSIVE INTEREST: 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, and this By-law is applicable whether or not the Act requires the Unanimous resolution of Owners.

3.05.10 TRUSTEE VOTE: 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 the latter may not vote.

3.06 SIGNED RESOLUTIONS

3.06.1 Subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing, signed in person or by proxy as contemplated in these By-laws shall be as valid and effectual as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an Ordinary Resolution, Special resolution or a Unanimous resolution as the case may be in accordance with the requirement of these By-laws and the Act.

3.07 AMENDMENT OF BY-LAWS

3.07.1 These By-laws may be added to, replaced, amended, or repealed by Special Resolution of the Corporation and not otherwise.

4.00 FINANCE

4.01 NON-PROFIT CORPORATION

4.01.1 The Corporation is not organized for profit.

4.02 FINANCIAL STATEMENTS

4.02.1 Unless otherwise directed by Ordinary Resolution, the Financial Statements of the Corporation shall be prepared in accordance with generally accepted accounting principles, and upon a Notice to Reader basis.

4.03 ADMINISTRATIVE EXPENSES

4.03.1 The Administrative Expenses of the Corporation, which are also called Common Expenses or Condominium Fees, include the following costs of and charges for supply to Corporation of:

- a. professional management services;
- b. insurance;
- c. electricity, water, garbage removal, gas and utility services;
- d. landscaping, snow removal, cleaning and janitorial services;
- e. service agreements for maintenance and repair of the Common Property;
- f. all manner of consultative and professional services including audit and accounting, engineering and legal fees and disbursements, as well as the fees and charges of any Insurance Trustee engaged by the Corporation;
- g. newsletters, memberships, subscriptions, telephone, office equipment and supplies, printing and postage;
- h. borrowing money, for the purpose of carrying out the duties of the Corporation, and including monies for the payment of interest and the repayment of principal; and, in general,
- i. repair, replacement and upkeep of the Common Property and those portions of any Unit for which the Corporation is responsible.

4.04 CAPITAL REPLACEMENT RESERVE FUND

4.04.1 In addition to the Administrative Expenses there shall be levies in such amounts as the Board sees fit for the establishment of reserves for future maintenance and expenses, and such funds so collected shall be placed in the Capital Replacement Reserve Fund. For convenience of expression in these By-laws, references to "Administrative Expenses" shall be deemed to include the funds required for the Capital Replacement Reserve Fund.

4.05 BUDGETS AND LEVIES TO PAY ADMINISTRATIVE EXPENSES

4.05.1 At least annually the Board shall identify and, to the best of its ability, forecast by way of Budgets the anticipated Administrative Expenses; and shall then make levies upon the Owners for amounts, payable monthly, which the Board sees fit to fund the Budgets.

4.05.2 The Budgets may be changed from time to time and the levies changed accordingly.

4.05.3 The Administrative Expenses of the Corporation and the amounts to be placed in the Capital Reserve Fund shall be paid by the Owners, in the discretion of the Board, on one of the following bases:

- a. on an equal share basis as between all the Units;
- b. on an equal share basis per floor of the building divided by the number of Units on each floor; or,
- c. in proportion to the Unit Factors for the respective Units;

and in any event subject to the Exceptions now set forth.

4.06 EXCEPTION - PARKING UNITS

4.06.1 Irrespective of the Unit Factors of Parking Units, and having regard to the identifiable expenses related to the current and future maintenance and upkeep of Parking Units, the Board may levy specific assessments in respect of Parking Units.

4.07 EXCEPTION - THE COMMERCIAL UNITS

4.07.1 Irrespective of the Unit Factors of the Commercial Units, where extraordinary expenses are incurred in respect of the Commercial Units, those expenses may be levied by specific assessment. Examples of such expenses are:

- a. frequent window washing;
- b. store or office front maintenance;
- c. commercial sign maintenance;
- d. additional insurance premiums attributed to the Commercial Units;
- e. commercial-grade locks and security systems and service; and,
- f. consumption of power, gas, water, sewer and other utility type charges as may be determined by: any separate meter or meters; and,
- g. any expenses determined by the Arbitrator.

4.08 EXCEPTION – THE DEVELOPER TO PAY THE DIFFERENCE

4.08.1 Irrespective of the Unit Factors of the Units owned by the Developer, and for a period of one (1) year from the enactment of these By-laws, the Developer shall contribute the difference between the financial requirements of the Corporation and the amount of monies collected from other Owners pursuant to the levies and assessments made upon those other Owners pursuant to the resolutions of the Board. The amount of the contributions made by the Developer, and the timing of their payment, shall always be in the discretion of the Developer. The Developer may at any time during the one (1) period from the enactment of these By-laws call upon the Board, by notice in writing, to levy assessments upon the Units owned by the Developer based upon the Unit Factors for such Units; and such notice is effective immediately upon delivery.

4.09 PENALTIES AND INTEREST ✕

4.09.1 The Board may specify penalties for infraction of By-laws and Rules, and interest charges for non-payment of assessments when due. Penalties for infractions of By-laws may not exceed Two Hundred (\$200.00) Dollars per occurrence and interest on arrears of assessments, or any other monies due to the Corporation, may not may not be exacted at a rate in excess of eighteen (18%) percent per annum, and not compounded.

4.09.2 No Owner is exempted from liability for contributions towards the Administrative expenses by waiver of use or enjoyment of the Common Property, or by vacating or abandoning the Unit. An Owner in default shall pay legal expenses incurred by the Corporation in the collection of assessments on a solicitor and his own client basis.

4.10 REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

4.10.1 The Corporation shall and does have a lien and charge upon and against the estate of any Owner for any unpaid assessment, installment or payment due to the Corporation.

4.10.2 The Corporation may file a caveat against the title of a Unit whose Owner is in default of payment.

4.10.3 The Corporation shall be entitled to be paid by the defaulting Owner on an indemnification basis for all costs incurred in preparing, registering and discharging the caveat, and shall not be obligated to discharge any caveat until all arrears of the Owner, including interest and all legal costs are fully paid.

4.10.4 Proceedings required to be taken by the Corporation to enforce its rights secured by caveat shall be payable by an Owner on a solicitor and his own client indemnification basis.

4.10.5 Nothing in these By-laws shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

4.11 BONDING OF MANAGER AND THE BOARD

4.11.1 Any Manager shall be bonded for the loss of any money or other property through any fraudulent or dishonest acts of the Manager, its agents or employees, for an amount determined by the Board in its sole discretion. If a Manager is not engaged by the Corporation, the Corporation, may, upon Ordinary Resolution, require that such Officers, members of the Board and employees of the Corporation, as may be specified, be bonded by a recognized

bonding institution for an amount not less than Ten Thousand (\$10,000.00) Dollars to cover loss by fraud or dishonesty. The cost of bonding shall be a Common Expense of the Corporation.

4.12 ESTOPPEL CERTIFICATES

4.12.1 Any certificate as to an Owner's position respect to Administrative Expenses, issued by the Corporation under the corporate seal, shall be deemed an estoppel certificate; and the Corporation and all other Owners shall be estopped from denying the accuracy of such certificate as against any Mortgagee, Purchaser or other person dealing with that Owner.

4.12.2 An error contained in an estoppel certificate shall not prevent the enforcement, against the Owner whose Unit was mentioned in the certificate, of all obligations of that Owner whether improperly stated in the estoppel certificate or not.

5.00 INSURANCE

5.01 PROPERTY INSURANCE

5.01.1 The Board, on behalf of the Corporation, shall obtain and maintain insurance on all of the Units including the bathroom, kitchen and other fixtures initially installed by the Developer excluding furnishings, improvements, fixtures and any property brought into or installed in a Unit by an Owner, and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, and without limiting the generality of the foregoing, such insurance shall provide and include the following:

- a. the perils insured against shall be "All Risks" (as generally understood in the insurance business) of physical loss or damage;
- b. the coverage will provide for settlement on the basis of replacement cost, subject to any reasonable deductible that is agreed to by the Board, and that no deduction shall be made from any settlement for depreciation;
- c. adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- d. that no breach of a statutory or other condition of the policy by any one insured will cause the policy to become void as respects the interests of the other insured and that the provisions of Standard Mortgage Clause IBC 3000 (or its equivalent) shall be read into the insurance for the benefit of all Mortgagees;
- e. any co-insurance clause shall be on a stated amount basis but not exceeding 90%;
- f. the insurer's rights of recovery against the Corporation and the members of the Board are waived and that the insurer's rights of recovery against any Owner (and any residents of an Owner's household, a spouse, the relatives of either and any other person under the age of majority in the case of an Owner or spouse) are waived, except with respect to arson, fraud and vehicle impact; and,
- g. such policies may not be cancelled or substantially modified without at least Thirty (30) days prior written notice to the insured;

5.01.2 The Board, on behalf of the Corporation, may place and maintain insurance on the common property and the units, or either of them, against any additional perils as may be appropriate, or where an Owner fails to comply with the "Owner's Insurance Requirements"; and for those purposes the Corporation has an insurable interest in the Units and the Common Property.

5.02 LIABILITY INSURANCE

5.02 The Board shall obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licences or tenants, incidental to the enforcement of By-laws and the control, management and administration of the Corporation's real and personal property and the Common Property. Limits of liability under such insurance shall not be less than TWO MILLION (\$2,000,000.00) DOLLARS inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as Insured parties the Corporation, the members of the Board while acting within the scope of their duties, any Owners while acting on behalf of the Board, and the Insurance Trustee if there be one. Such liability insurance shall contain a cross liability clause whereby each Insured is indemnified as if a separate policy had been issued to each, subject to the limit of Insurance indemnity, otherwise applicable, not being affected.

5.03 ERRORS AND OMISSION INSURANCE

5.03.1 The Board shall also obtain and maintain Directors and Officers Liability Insurance in an amount deemed appropriate by the Board so long as such insurance is obtainable at reasonable costs.

5.04 OTHER INSURANCE CONSIDERATIONS

5.04.1 Prior to placing obtaining any policy of insurance or renewal thereof the Board may obtain an appraisal (or an appraisal update), from a qualified and reputable appraiser of real property, showing the full replacement value of the building, and not including the land value. The Board shall maintain insurance at the levels suggested by an appraisal; but the failure to obtain an appraisal shall not invalidate or affect any insurance placed by the Corporation.

5.04.2 The Board shall review the insurance coverage at least annually and shall increase insurance at its discretion.

5.04.3 In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by any Owners or their Mortgagees.

5.05 INSURANCE TRUSTEE

5.05.1 If the Owners by Resolution have designated an Insurance Trustee, 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 property and boiler and machinery insurance policies effected by the Corporation. Any payment by an insurer under a policy of insurance for the destruction of or damage to a Unit or the Common Property shall be paid to the Insurance Trustee or, if an Insurance Trustee is not designated, to the Corporation; and thereafter be used forthwith for the replacement or repair of the insured property that was destroyed or damaged.

5.06 DAMAGE CAUSED BY AN OWNER

5.06.1 If a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner, or a member of their families or the guests, invitees or licensees of such Owner, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

5.07 PERSONAL PROPERTY AND INJURY

5.07.1 The Corporation and the Members of the Board, their officers, agents or employees, will not be responsible to any Owner, tenant or occupier of a Unit for any injury, death, damage or loss where the same occurred on, to or within:

- a. the parking areas;
- b. any part of the Common Property designated for the exclusive use and enjoyment of any Owner, tenant or occupier; or,
- c. any contents, personal property, or improvements in or to any Unit.

5.08 OWNER'S INSURANCE REQUIREMENTS

5.08.1 Every Owner shall place and maintain a policy of insurance in either the Condominium Unit Owners Basic Form or the Condominium Unit Owners Comprehensive Form, together with Personal Liability coverage.

5.08.2 Every Owner shall require his tenant, as a condition of the tenancy, to place and maintain a policy of insurance in either the Tenants Basic Form or the Tenants Comprehensive Form, together with Personal Liability coverage.

5.08.3 Every Owner shall evidence, to the satisfaction of the Board and, at least, on an annual basis, insurance coverage as above required. Where an Owner fails to evidence insurance coverage as required, the Corporation may place the appropriate coverage on behalf of that Owner; and the Owner shall immediately reimburse the Corporation for the premium paid, the amount of which shall be recoverable by the Corporation as a contribution.

5.08.3 The Owner of the Penthouse Unit who wish to occupy the rooftop areas of the Unit shall obtain and take out insurance in such amounts and with such conditions as the Board may require.

5.09 LIMITATIONS AND UNAVAILABILITY

5.09.1 The Board is relieved of those of its obligations to place insurance:

- a. where coverage against a particular peril is not available for the property being insured, or
- b. where the extent or amount of liability coverage, or the perils to be insured against, are subject to any limitation, exception, exclusion or restriction that is usual and customarily imposed or provided for in the

insurance industry, or is reasonable in the circumstances, and as may from time to time be imposed or otherwise provided for by the insurer;

and any insurance placed by the Corporation is not to be considered inadequate by reason of such limitations or unavailability.

5.10 COPIES OF INSURANCE POLICIES

5.10.1 On the written request of an Owner, purchaser or mortgagee of a unit:

- a. the Corporation shall provide a copy of a policy of insurance to the person making the request within 30 days from the day of receiving that request; or
- b. the Corporation shall provide an insurance certificate to the person making the request within 10 days from the day of receiving that request.

6.00 FUNDAMENTAL USES

6.01 ONE-FAMILY UNIT

6.01.1 Each Unit shall only be occupied as a one-family residence by the Owner of the Unit, the Owner's family and guests, or a Tenant of the Owner, and the Tenant's family and guests, and for the purpose of these By-laws:

- a. "guests" are to be construed as individuals visiting or residing with the Owner or the Tenant;
- b. "one family residence" means a residence occupied or intended to be occupied as residence by one family along and continuing one kitchen and in which no Roomer or Boarder is allowed;
- c. "Boarder" means a person to whom room and board is regularly supplied for consideration; and,
- d. "Roomer" is a person to whom a room is regularly supplied for consideration.

6.01.2 No Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit and without limiting the generality of the foregoing, no Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, by withdrawn at any time on Thirty (30) days notice.

6.01.3 If the Board grants permission to use a Unit other than as a one family residence, it shall be the responsibility of the Owner or Occupier of the Unit, as the case may be, to ensure that compliance has been met with all rules, regulations, By-laws and statutes that apply in the circumstances.

6.01.4 The number of persons, adult and children, occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or authorities.

6.01.5 The provisions of this Article expressly do not apply to the Developer's Units, "Commercial Units", "Parking Units" or "Storage Units" as defined in these By-laws.

6.02 STRUCTURAL ALTERATIONS

6.01.1 An Owner shall ensure that:

- a. no alterations, additions, decoration, redecoration, changes or installations be made on or adjoining the outside of any Unit by any Owner without the prior consent in writing of the Board;
- b. no structural alteration be made to the outer boundary of any Unit including walls (whether partition walls, party walls, bearing walls, or otherwise), ceiling and floor or to any bearing walls or structures within the Unit or to any exterior door or window, without the prior written consent of the Board;
- c. no changes be made in the plumbing, drainage, electrical or gas system within or outside any Unit without the prior written consent of the Board; and,
- d. any changes to a Unit comply with all Municipal, Provincial and Federal laws.

6.01.2 Failure to comply with this By-law will result in the responsible Owner being liable for all costs incurred by the Corporation including indemnification of its legal costs, for restoring any alterations or changes made by the Owner.

6.01.3 The Owner of the Penthouse Unit is entitled to utilize the roof-top area of the Unit for the purpose of erecting decks and other outdoor amenities; however, any permanent works to be constructed must meet all applicable safety and other codes, and must be constructed in such a manner as not to limit any warranty of any supplier of materials or equipment. The Board may make reasonable Rules restricting any activity on the roof-top areas where such activity raises issues of security or safety.

6.03 PRIVACY

6.03.1 No Owner shall trespass, or permit any occupant or visitor of the Unit to trespass, on any part of the Parcel or Common Property to which another Owner is entitled to exclusive use. Further, no Owner shall have any right to access to those parts of the Common Property or Parcel, from time to time used as a dwelling for any building

superintendent, utility area, building maintenance storage areas, Manager's Office, operating machinery or other part of the Common Property used for the care, maintenance or operation of the Parcel or Buildings.

6.04 MAINTENANCE

6.04.1 Each Owner shall be responsible for the repair and maintenance of the Owner's Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representative those items for which the Owner is responsible 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 and/or repair and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and his own client costs, incurred in respect of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it or as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon the Owner's Unit.

6.04.2 Notwithstanding anything to the contrary herein expressed or implied each Owner shall be responsible for damage caused to any of the Common Property, by any wilful or negligent acts of that Owner, or the Owner's pets, members of the family, Tenants, invitees, contractors or licensees; and should any Owner fail to repair in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and his own client costs, incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon the Owner's Unit to the same extent as they would be if they were unpaid Common expense charges assessed upon the Owner's Unit.

6.05 DEVELOPER'S USE OF UNITS AND THE COMMON PROPERTY

6.05.1 During such time as the Developer is the Owner of one or more Units, it shall have the right to: maintain a reasonable number of Units whether owned or leased and to carry on all sale functions it considers necessary from such Units; place signs about the Building relating to the sales of Units; free and unhampered use of all parts of the Common Property and those Units which it owns or occupies. The rights of the Developer in this By-law may not be altered in any way without the written consent of the Developer.

7.00 NOTICE PROVISIONS

7.01 NOTICE OF DEFAULT TO MORTGAGEE

7.01.1 Any notice of default sent to an Owner shall also be sent to Mortgagees who have notified the Corporation of their mortgages.

7.02 NOTICE

7.02.1 Any notice required to be given shall be deemed to be properly and effectively given if in writing and delivered: by hand to an Owner, the President, the Secretary or the or the Manager of the Corporation, if any; by facsimile transmission, courier or e-mail where a written acknowledgement of delivery is obtained; or, by certified mail to the address of record shown at the Land Titles Office for the North Alberta Land Registration District.

7.03 NOTICE OF MEETINGS

7.03.1 Seven (7) days' notice of every general or extra-ordinary general meeting of the Corporation specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered Mortgagees who have notified their interests to the Corporation, but accidental omission to give notice to any Owner or to any registered Mortgage or non-receipt of notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meeting.

8.00 THE ARBITRATOR

8.01 CO-EXISTANCE OF OWNERS OF COMMERCIAL UNITS AND RESIDENTIAL UNITS

8.01.1 A positive duty is hereby imposed on the Owners of the Residential Units to deal with the Owners of the Commercial Units as if they were respectively the Landlords and the Tenants of a First Class commercial property. Particulars of this duty include:

- a. Recognition of the need for the economic well-being of the enterprises conducted within the premises of the Commercial Units;
- b. Willingness to disregard trivial annoyances arising from the conduct of commercial operations within and about the premises of the Commercial Units; and,
- c. Acceptance of the promotion of New Cambridge Lofts as the site of the Commercial Units.

8.01.2 A positive duty is hereby imposed on the Owners of the Commercial Units to deal with the Owners of the Residential Units as if they were fellow homeowners. Particulars of this duty include:

- a. Recognition of the right to the privacy of others and decorum in conduct; and,
- a. Willingness to accept reasonable restrictions on the direct or indirect conduct of business operations.

8.02 ARBITRATION AND THE ARBITRATOR

8.02.1 Annually, the Board and the Owners of the Commercial Units, acting through the Standing Committee for Commercial Unit Affairs, shall agree upon an Arbitrator; and thereafter obtain the Arbitrator's consent to act, when and as required, on terms that are agreeable to all. If the parties are unable to agree upon the appointment of the Arbitrator, an arbitrator shall be appointed, on the terms above, pursuant to the provisions of the Arbitration Act of Alberta.

8.02.2 If differences or issues arise between the Owners of the Commercial Units and the Board of Directors, on behalf of the Owners, the matter shall be referred to the Standing Committee for Commercial Unit Affairs. If the Standing Committee is unable to resolve the differences or issues, either the Owners of the Commercial Units or the Board of Directors may initiate Arbitration. Arbitration may only be initiated by a majority of the Owners of the Commercial Units, voting by the unit factors of the Commercial Units, or by the Board by resolution duly made.

8.02.3 Arbitration shall be invoked by notice in writing, and the Arbitrator is hereby empowered to decide:

- a. all questions of time for and manner of giving notice to the other party;
- b. the place and time for the making of submissions, hearing argument or presentations, or any other matter or step required to be take;
- c. the merits of the matter in question;
- d. the adjudication or disposition of the matter in question; and,
- e. allocation of the costs of the Arbitrator's involvement, subject to such terms as were agreed upon with the Arbitrator at the time the Arbitrator consented to act.

RULES OF "NEW CAMBRIDGE LOFTS"

The Rules of the Corporation are deemed to have the force and effect of By-law. They differ only in that the Board promulgates them. Rules of the Corporation may be repealed or amended by Special Resolution of the Corporation amending its By-laws. If so repealed or amended, the Board is thereafter prohibited from promulgating further Rules in respect of the subject matter which the Corporation has made a matter of By-law.

PETS

No animal, livestock, fowl, or reptile (all of the foregoing hereinafter referred to as a "pet") of any kind exceeding 30 inches tall at its shoulders shall be kept in any Unit unless approved by the Board, which approval the Board may on reasonable grounds withhold, or may, if given, be withdrawn upon breach of the Act or the By-laws by the Owner or the Owner's pet, at any time on Fifteen (15) days notice.

Notwithstanding the generality of the foregoing, if the Board, in its sole discretion, deems any pet whatsoever to be or be causing unreasonable disturbance to other Unit occupiers or to be a hazard to or harmful to any Common Property or to other Owners or Unit occupiers, then the Owner of the Unit or the occupier of the Unit in which such pet is kept shall forthwith, on notice from the Board, remove or cause to be removed such pet from the Owner's Unit and such pet shall thereafter not be kept in that Unit at any time.

Any and all permitted pets which may bear a leash will be required to bear one when on the Common Property.

No Owner shall feed pigeons, gulls or other birds from the windows or patios of their Unit, or anywhere in close proximity to the Units without the written approval of the Board.

WATER

Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair. Water must be turned off in vacant Units.

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, grease, rubbish, rags, ashes, or other substances shall be deposited or flushed through such apparatus.

DEBRIS

Nothing may be thrown out of the windows or doors of a Unit.

GARBAGE

At no time shall mops, brooms, rugs and so forth be cleaned out of a door or window of a Unit.

Owners shall tightly wrap, tie and containerize garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time; and shall observe all By-laws and regulations of the Municipal authority in that regard.

Garbage shall be completely drip-free before it leaves the Unit and carried to the pick-up.

Cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick up area. The Owner must take bulky items to the Municipal dump.

Vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick up.

NOISE

Owners, their families, guests, Tenants, visitors, and servants 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 and quiet enjoyment of the property by other Owners, their 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 disturb the comfort of the other Owners, shall be permitted. Without limiting the generality of the foregoing no noises shall be permitted or caused that exceed the following decibel (db) limits (as measured by a sound meter approved by the Board):

15 db on the C Scale between the hours of 11:00 p.m. and 8:00 a.m.; and
30 db on the C Scale between the hours of 8:00 a.m. and 11:00 p.m.

No Owner shall play or permit to be played loudly any musical instrument, phonograph, stereo, radio or television, nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other Owners or occupants of the buildings.

CONSTRUCTION

Unless otherwise permitted by the Board, construction or renovation work by an Owner which would otherwise tend to annoy or inconvenience other Owners, or which would require removing an elevator from service, shall only be done between the hours of 8:00 a.m. and 5:30 p.m. on weekdays.

PERSONAL BELONGINGS

All Owners will cause all articles belonging to their household to be kept in their Units when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

PARKING AREAS

No Owner shall park a motor vehicle on any part of the Common Property unless the area is designated or allotted by the Board for that Owner's exclusive use.

A visitor may only park a motor vehicle on any part of the Common Property only as the Board may designate. No motor vehicle or automobile or any other obstacles may be left on or parked in the emergency access routes by an Owner or Occupier of a Unit.

LANDSCAPING AND OTHER COMMON PROPERTY

Owners, their pets, their families, guests, Tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part of the Common Property including, without limitation, any part of the Building and other fixed improvements, any landscaping works, and any and all chattels owned or kept by the Corporation.

APPEARANCE OF UNIT

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

SALES

No auction sale, "garage sale", or the like shall be held on or about the Common Property without the consent in writing of the Board.

FURNITURE MOVING

Furniture moving shall be limited to the times established by the Board. The Board in its sole discretion may establish a schedule of permitted moving times so as to cause the least disturbance to other Owners.

TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Owners shall 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 (without limiting the generality of the foregoing) speed limits, restricted parking, emergency access routes, and directional controls.

SIGNS ON COMMON PROPERTY

Except as otherwise permitted by the By-laws, no signs, billboards or other advertising matter of any kind and no notices 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 the Developer.

SIGNS (UNITS)

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, which consent may be arbitrarily withheld. This Rule does not apply to the Developer's Units or to the Commercial Units.

ANTENNA

No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, except by the Corporation for or in connection with a common television cable or other distribution or reception system. This Rule does not apply to the Developer's Units or to the Commercial Units.

SALES AND EXHIBITS

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction sales, garage sales or other sales shall be held in any Unit or upon the Common Property without the prior written consent of the Board. This Rule does not apply to the Developer.

MOTOR VEHICLES

No motor vehicles (other than a private passenger automobile or 3/4 ton truck) over 3000 kg. shall be parked in any Parking Unit without the written consent of the Board, which consent the Board may arbitrarily withhold and may, if given, withdraw at any time on Fifteen (15) days notice.

No motor vehicle including vehicles used for furniture moving, shall be driven on any part of the Common Property other than on a driveway, roadway or parking space.

No motor vehicle, housetrailer, tent, boat, trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Property other than as provided for under these By-laws or as approved by the Board in writing.

No repairs or adjustments to motor vehicles or automobiles may be carried out on the Common Property.

A motor vehicle or automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the Parcel of any part thereof except as permitted by the Board.

Parking of motorcycles requires a base beneath the kickstand to prevent damage to the parking stall.

GENERAL PROIBITIONS

An Owner shall not:

- a. use a Unit or permit it to be used in any manner which may be illegal or injurious, or that will cause nuisance or hazard to any Owner;
- b. paint any of the exteriors of the Units or the Common Property or alter the appearance thereof or do or permit to be done anything which would alter the appearance of any Unit, or the Common Property without the prior written permission of the Board;
- c. make or permit any disturbing noises on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel;
- d. render a Unit unfit for human habitation;
- e. permit such unsanitary conditions with the Unit as to foster insects and vermin; and, in general,
- f. do or permit anything to be done in the Unit or in the Building, nor bring nor keep anything therein, which will in any way increase the risk of fire or the insurance premiums payable by the Corporation.