

Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;

- (i) clear, to a degree consistent with the Municipality's general practice and standards, snow, slush and debris from and keep and maintain in reasonably good order and condition all areas of the Common Property designated for pedestrian traffic and keep and maintain in reasonably good order and condition all grassed or landscaped areas and all fences on the Common Property PROVIDED THAT the general cleaning and day-to-day maintenance of any Privacy Area (EXCLUDING fences) and flower beds at the rear, front, or side of the Unit designated to an Owner under Bylaw 5 or Bylaw 58 shall be the responsibility of the Owner to whom such Privacy Area has been assigned;
- (j) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- (k) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- (l) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property outside of Privacy Areas and replace, in the discretion of the Board, any lawns, trees or shrubs;
- (m) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and
- (n) repair, replace and maintain windows and doors on the exterior walls of a Unit. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner.

5. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;

- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- (e) make an agreement with an Owner, tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- (f) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property (INCLUDING extra parking space) or special privileges in respect thereof, and, except for the provisions of these Bylaws relating to the Privacy Areas attached to each Unit, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise the amounts of money so determined by levying contributions on the Owners equally, or as otherwise herein provided;
- (j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (k) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (l) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution at a General Meeting;



- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- (p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

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

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) The Board shall initially consist of two (2) nominees of the Developer. After the holding of the Turnover Annual General Meeting (attended by a majority of non-Developer-owned Unit Owners), the Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the Annual General Meeting just prior to the election of the Board.
- (b) A Board member must be eighteen (18) years of age or older.
- (c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time.
- (d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and shall refrain from voting on such conflict.
- (e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.