

SCHEDULE "2"



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "A"
CONDOMINIUM PLAN REGISTERED DECEMBER 7, 2009
Including
PHASED DEVELOPMENT DISCLOSURE STATEMENT

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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Condominium Property Regulation
CERTIFICATE OF DEVELOPER

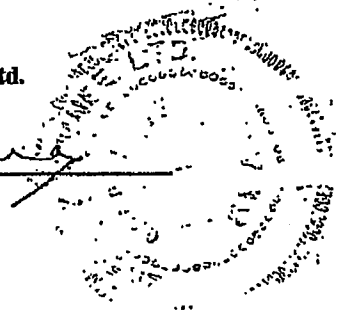
Perera Shawnee Ltd. certifies that this phased development disclosure statement complies with:

1. the *Condominium Property Act* and the *Condominium Property Regulation*, and
2. all the requirements under the *Condominium Property Act* and the *Condominium Property Regulation*.

Dated the 3rd day of December 2009

Perera Shawnee Ltd.

Per: *[Signature]*



Condominium Property Regulation
PHASED DEVELOPMENT DISCLOSURE STATEMENT

HIGHBURY AT FISH CREEK

Condominium Plan

1. This phased development disclosure statement (the "**Phased Development Disclosure Statement**") is intended to be read with, accompany and form part of Condominium Plan 091_____ (the "**Condominium Plan**") at the time it is registered at the Land Titles Office with respect to Phase One (as hereinafter defined) of the condominium project being developed at Calgary, Alberta on lands legally described as follows immediately prior to registration of the Condominium Plan:

Plan 0711791
Block 1
Lot 1
Excepting thereout all mines and minerals

Phased Development

2. The buildings and the lands (the "**Project**") to be developed under the Condominium Plan are to be developed in as many as 3 phases (each, a "**Phase**").

Number of Units in the Project

3. The Project, when completed, shall consist of:
 - (a) a minimum of 58 apartment style and 12 townhouse style residential units and a maximum of 228 apartment style 12 townhouse style residential units, plus one titled managers suite and 2 or 3 titled guest suites.
 - (b) a minimum of 109 and a maximum of 310 titled underground parking units, plus 36 untitled visitor stalls;
 - (c) a minimum of 70 and a maximum of 305 storage units; and
 - (d) one amenity and recreation building

Phase One

4. The units and the common property included in the initial phase ("**Phase One**") of the Project are described in the Condominium Plan and the material (the "**Plans and Specifications**") attached hereto as Schedule A.

Subsequent Phases

- 5. After completion of Phase One, the Project shall be developed in as many as 2 additional phases (the "Subsequent Phases") as shown and described on the Condominium Plan and the Plans and Specifications. The final completed Project shall, subject to this Phased Development Disclosure Statement be substantially similar to that contemplated by the Condominium Plan and the Plans and Specifications. Notwithstanding anything contained in the Condominium Plan and the Plans and specifications, the Subsequent Phases may be completed in any order or all at once in the discretion of the developer of the Project.
- 6. The minimum and the maximum number of units that are intended to be included in each of the Subsequent Phases are listed in the chart below.

Phase	Two	Three
Number of Residential Units	87	83
Maximum # of Parking Units	132	132
Minimum # of Parking Units	98	98
Maximum # of Storage Units	98	98
Minimum # of Storage Units	87	83
Guest Suites Maximum		4
Guest Suites Minimum		2
Amenity Building		1

- 7. In the Subsequent Phases the general size of the units are presently intended to range in size from 620 square feet to 3600 square feet, although they may be as small as half that size or as large as double that size.
- 8. The common property and the proposed improvements to the common property in the Subsequent Phases are shown in the Plans and Specification and are essentially the same as Phase I.

Managers Suite

9. The project includes a Manager's Suite in the Phase 1 building, which may not be completed until the second or third phase. This unit will be titled to the Condominium Corporation and the Developer will place a mortgage on the property prior to the hand over to the Condominium Corporation.

Guest Suites

10. The project will include a minimum of 2 and a maximum of 4 guest suites, to be built in the amenity building during Phase 3. These units will be titled to the Condominium Corporation and the Developer may place a mortgage on the units prior to the hand over to the Condominium Corporation.

Restrictions or Qualifications on Proposed Usage

11. There is no restriction on the type of units and the common property included in the Project except: (a) to the extent set out in the first replacement By-laws (the "Replacement By-laws") registered in substitution for the statutory By-laws; (b) as set out in any restrictive covenants as may be registered against title; and (c) as governed by general law, including planning and land use laws, and by-laws. However, all of the units in the Project are anticipated to be used for residential purposes or as parking stalls or storage units appurtenant to residential units.

Physical Appearance

12. The proposed physical appearance of Phase One and the Subsequent Phases, showing the architectural compatibility of Phase One and the Subsequent Phases with one another and the Project as a whole, is shown in the Plans and Specifications. All Phases will use the same type of construction (concrete) with similar architectural features and finishing materials. The developer will try to ensure that all Phases are essentially consistent with each other, within reason.

Completion of Common Property

13. The common property for the Subsequent Phases shall, to the extent that it is not leased or assigned to the exclusive use of an owner of any unit or any other person or otherwise restricted by the Replacement By-laws, become available for the use of any owner of a unit in the Project. Subject to any seasonal deficiencies or unforeseen circumstances beyond the control of the developer, the common property for each Subsequent Phase shall be completed with 6 months of completion of the last unit in the particular Phase of the Project and shall be made available for the use of all of the owners at that time.

Common Expenses

14. Before and during construction of Phase One and any of the Subsequent Phases, and prior to the turnover of each Phase, the developer shall be responsible for all common expenses relating to each Phase then under construction or awaiting development, but during such period, the developer shall in return be entitled to receive all interim occupancy fee payments made by an occupant or owner of a particular unit. The developer shall not be required to pay condominium contributions (based on the estimated condominium fees noted in the developer's disclosure package or as may be assessed by the Board of Directors of the Condominium Corporation) for any units in Phases which are undeveloped or under construction.
15. After the first annual general meeting of the Condominium Corporation, the Board of Directors of the Condominium Corporation may adopt a Budget and collect condominium contributions in accordance with the Replacement By-laws, and as set out in those Replacement By-laws, for units which it intends to sell, the developer shall contribute to common expenses in respect of the units intended by the developer to be sold, only 40% of the contributions otherwise payable (and for other units as would any other owner).

Administrative Expenses

16. Subject to paragraphs 14 and 15, administrative expenses shall be determined on the basis that each owner of a unit in the Project shall bear a share of such expenses based on the proportionate area of a particular unit as compared to the area of all the units, subject to the powers of the Board of Directors to allocate expenses on the basis of actual costs attributable to a particular unit, except in the case of units intended for use as parking stalls or storage space where an arbitrary amount has been assigned. The Condominium Corporation will raise the funds required to meet its expenses by levying condominium fees.

Unit Factor

17. The basis for allocating unit factors in the Project, which shall be consistent for each Phase and the Project as a whole, is the unit size based on the architect's drawings at the time of registration of Phase One. Upon registration of Phase One a unit factor will be allocated to each unit in Phase One and to each of the Subsequent Phases as if the whole of the Project had been completed as set forth in the Condominium Plan and the Plans and Specification.

Effect of Subsequent Phases not Completed

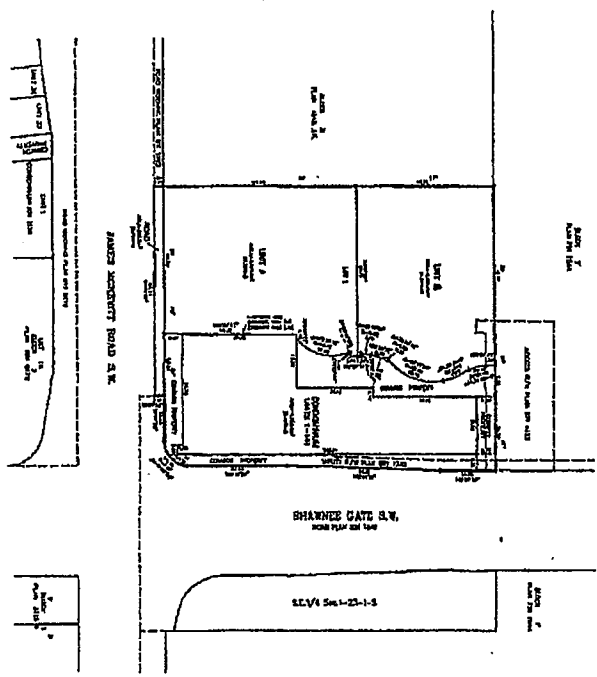
18. Because the developer will pay for all expenses relating to Phases that are under construction or awaiting development pursuant to paragraph 14, the developer estimates that if the Subsequent Phases are not proceeded with, the effect on the owner's contributions for administrative expenses and the budget of the Condominium Corporation will be negligible. Phase One is intended to be fully operational with regard to the subsequent Phases and any common property in the Subsequent Phases is anticipated to be only an incremental addition to the existing common property, such as landscaping utility lines, roadways, parking and fences. If the Subsequent Phases, or any of them, are not proceeded with, the developer intends to remove the Condominium Plan and the land on which the Subsequent Phases, or such of them as have not been proceeded with, were to have been developed.

Time for Completion of Subsequent Phases

19. The developer will only be able to construct the Subsequent Phases upon obtaining presales of units in those phases as required by its mortgage lender from time to time and in accordance with prevailing market conditions. Accordingly, even though it is the intention of the developer to complete the subsequent Phases within 48 months of the registration of Phase One at the Land Titles Office, the subsequent Phases will be completed if, as and when market conditions dictate that the developer is able to complete them on an economically viable basis, as determined by the developer in its sole discretion.

SCHEDULE 'A'

UNIT NO.	AREA (SQ. FT.)	PRICE PER SQ. FT.	TOTAL PRICE
1	100	100	10000
2	100	100	10000
3	100	100	10000
4	100	100	10000
5	100	100	10000
6	100	100	10000
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8	100	100	10000
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100	100	100	10000



PROJECT: PHASE 1
 CLIENT: THE CITY OF CALGARY
 DESIGNER: [Name]
 DATE: [Date]

PHASE 1
 THE CITY OF CALGARY
 PLAN SHOWING SINKER OF
 PHASED CONDOMINIUM DEVELOPMENT
 Lot 1, Block 1, Plan 071 1707

SE1/4 Sec 4, Twp 24, Rpt 1, W 5 M.
 1000 1000
 1000 1000

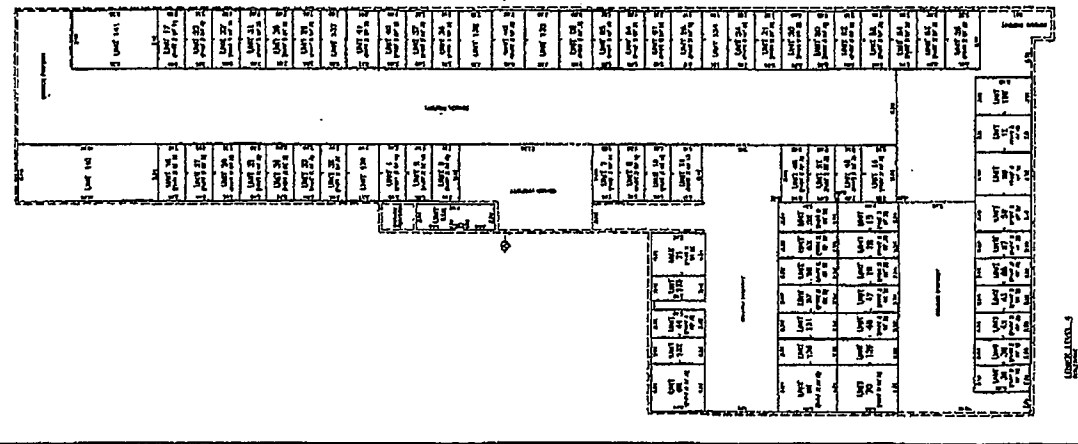
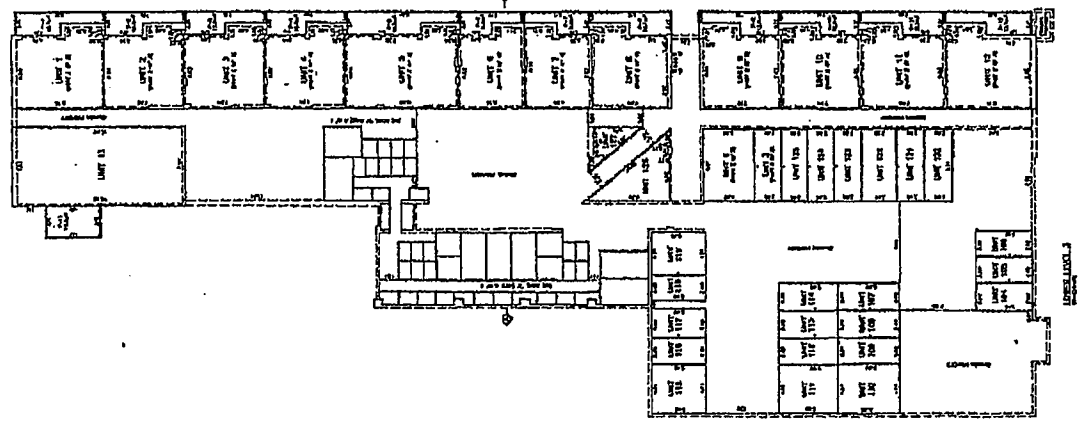
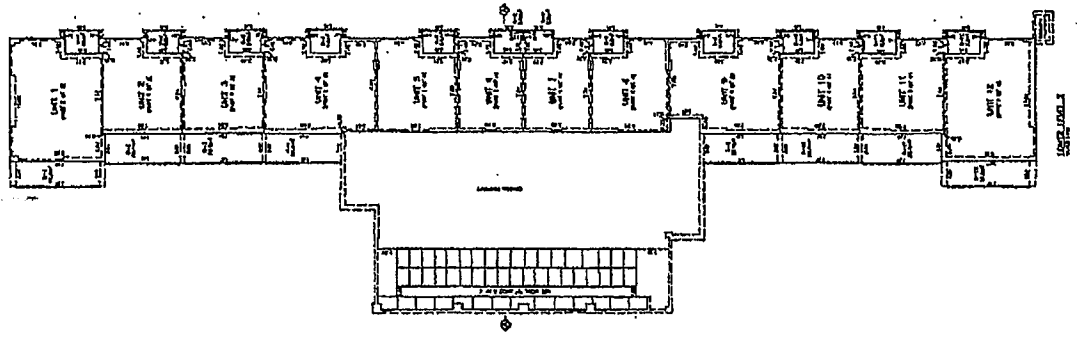
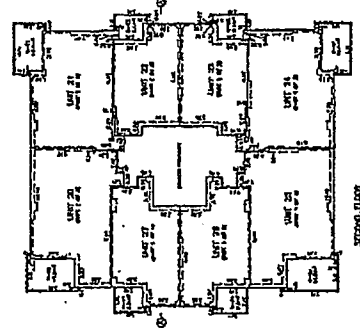
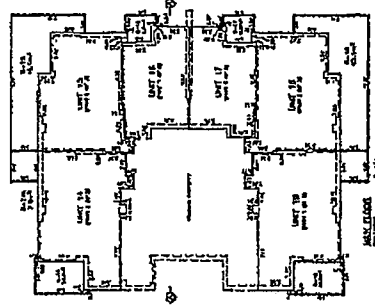
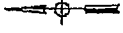
NOTES:
 1. This plan shows the proposed layout of the building and parking areas for the development.
 2. The building layout is based on the information provided by the applicant.
 3. The parking areas are shown in accordance with the City of Calgary parking standards.
 4. The plan is subject to the approval of the City of Calgary Planning Department.
 5. The plan is not to be used for any other purpose without the written consent of the City of Calgary.

LEGEND:
 - Building Footprint
 - Parking Area
 - Driveway
 - Easement
 - Boundary Line

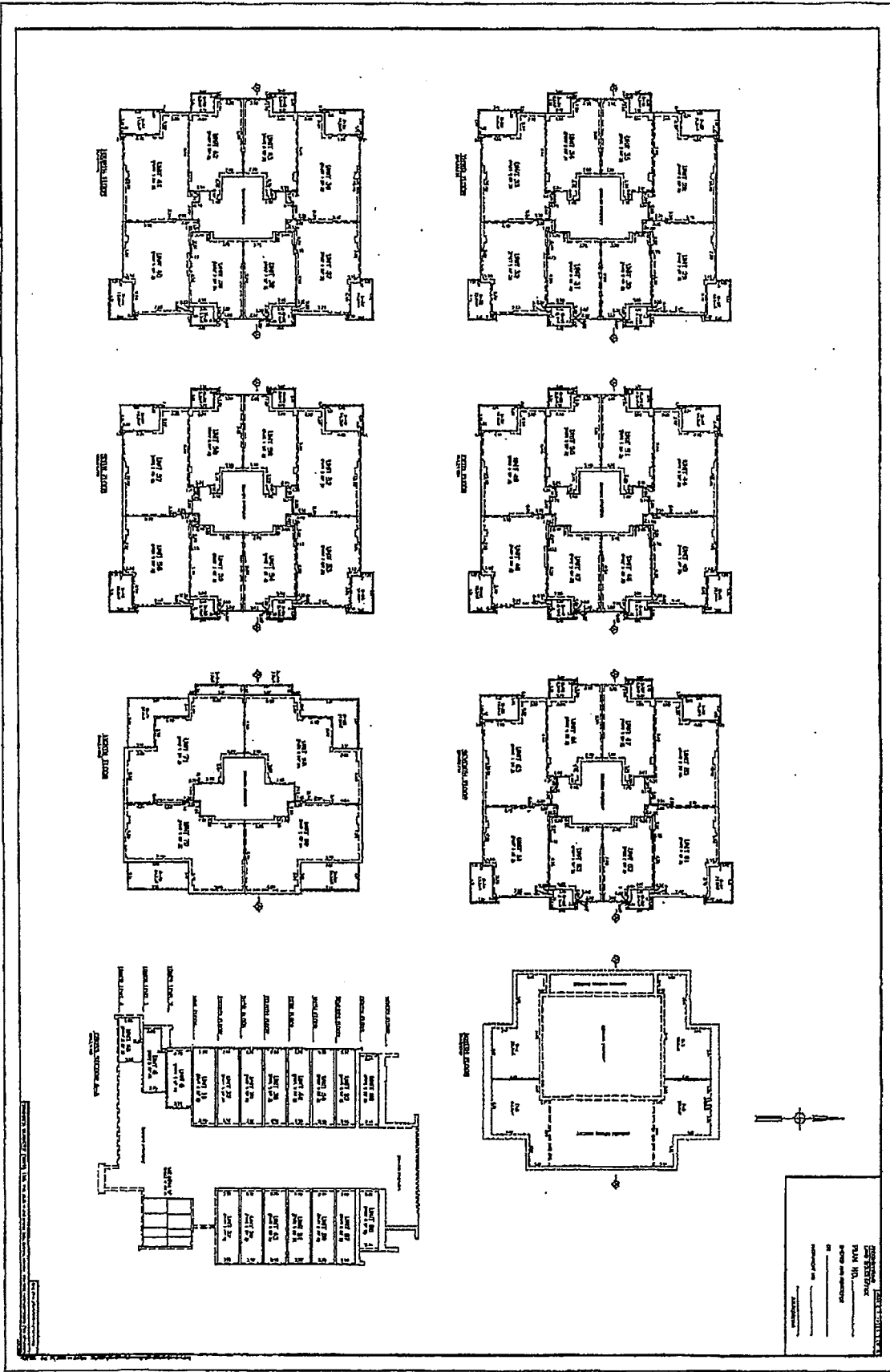


Prepared by: [Name]
 Checked by: [Name]
 Date: [Date]

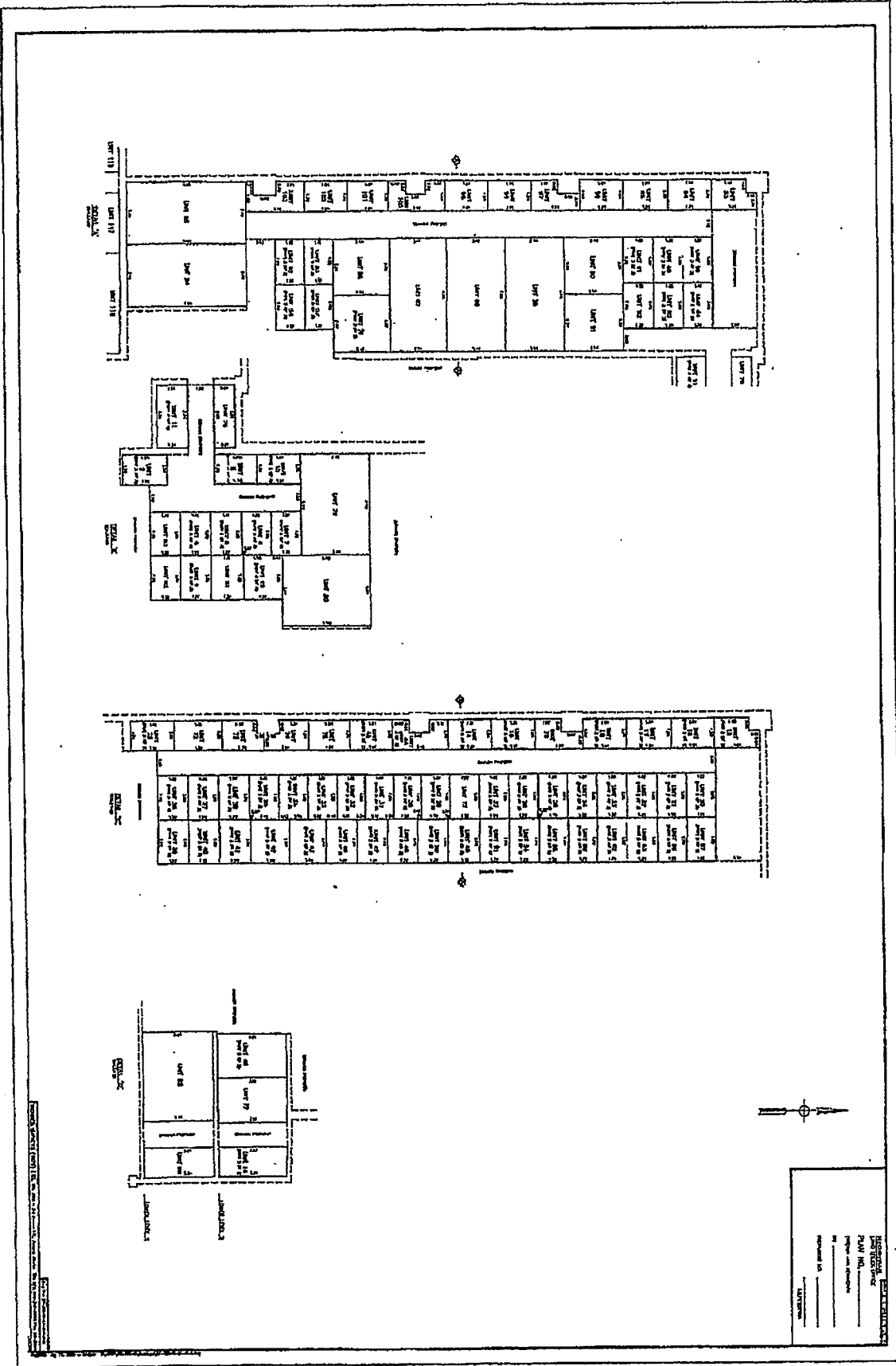
METROPLAN
 DISTRICT OFFICE
 PLAN NO. _____
 DATE AND REVISIONS
 BY _____
 APPROVED BY _____



LEVEL 1
 LEVEL 2
 LEVEL 3
 LEVEL 4
 LEVEL 5



DRAWING NO. _____
 TITLE _____
 DATE _____
 DRAWN BY _____
 CHECKED BY _____
 APPROVED BY _____

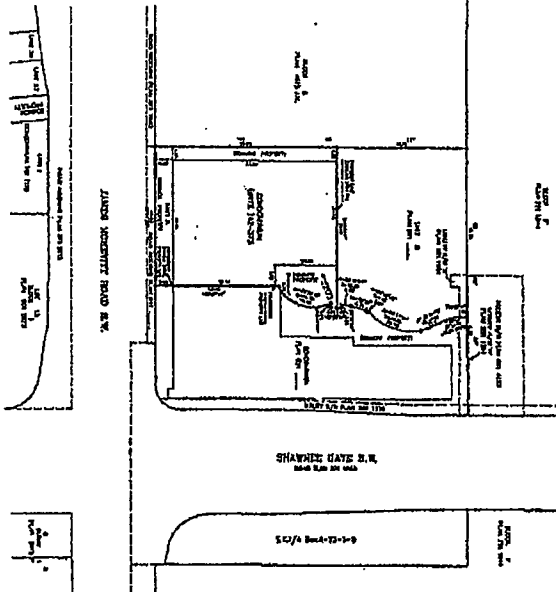


PROJECT NO. _____
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 DRAWN BY _____
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PHASE 2

TENTATIVE
 FULL BLOCK MAP OF
 THE CITY OF CALGARY

PHASED CHRONOLOGICAL DEVELOPMENT
 OF
 LOTS 1 AND 3, 689/10, 690
 SITES IN THE CALGARY PROPERTY
 IN CONFORMANCE WITH PLAN 001

SE 1/4 Sec 4, Twp 24, Rm 1, W 5 B

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT: [Project Name]

APPROVED BY: [Signature]

DATE: [Date]

PROJECT: [Project Name]

SCALE: [Scale]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT: [Project Name]

APPROVED BY: [Signature]

DATE: [Date]

PROJECT: [Project Name]

SCALE: [Scale]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT: [Project Name]

APPROVED BY: [Signature]

DATE: [Date]

PROJECT: [Project Name]

SCALE: [Scale]

PREPARED BY: [Name]

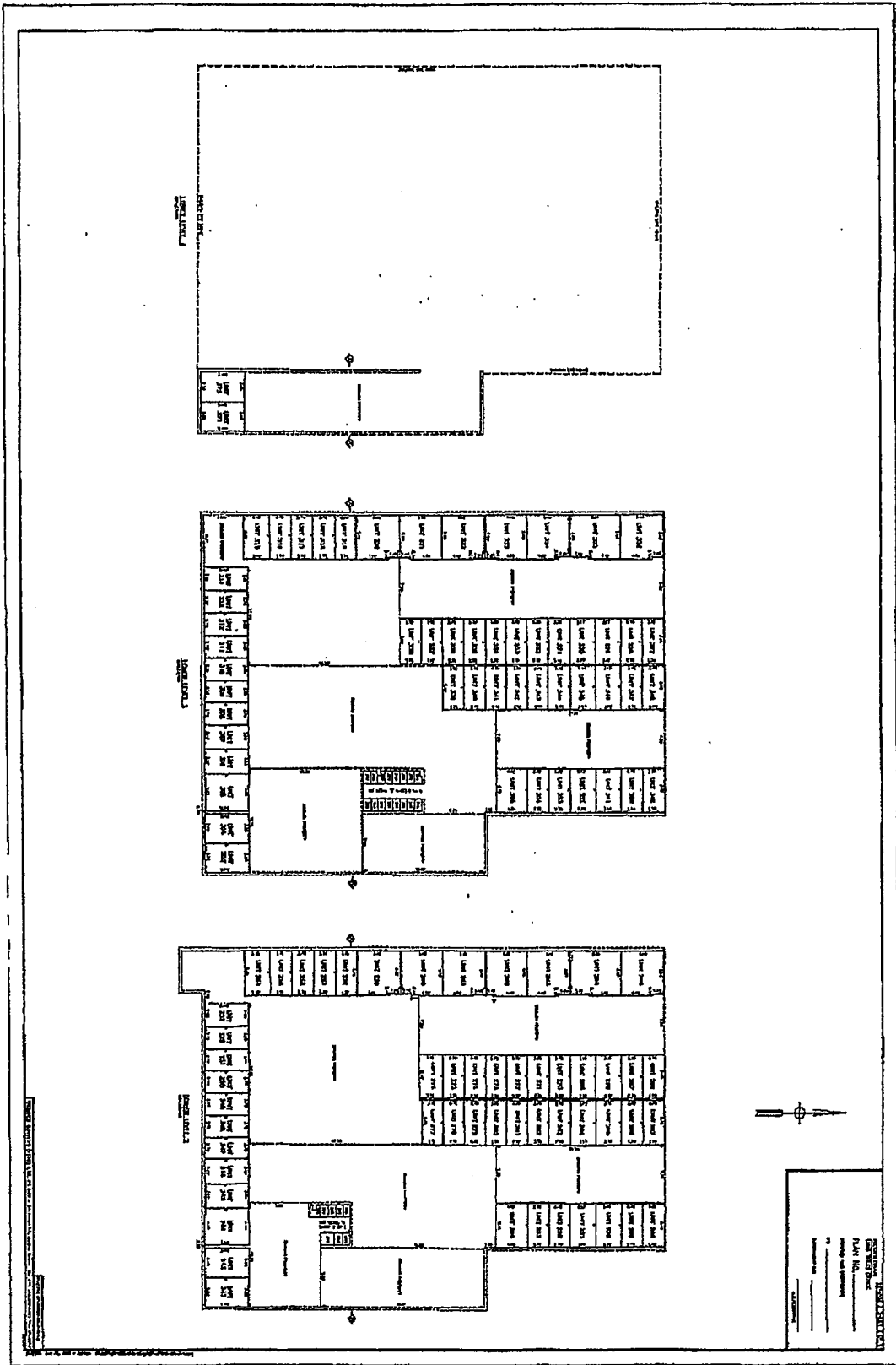
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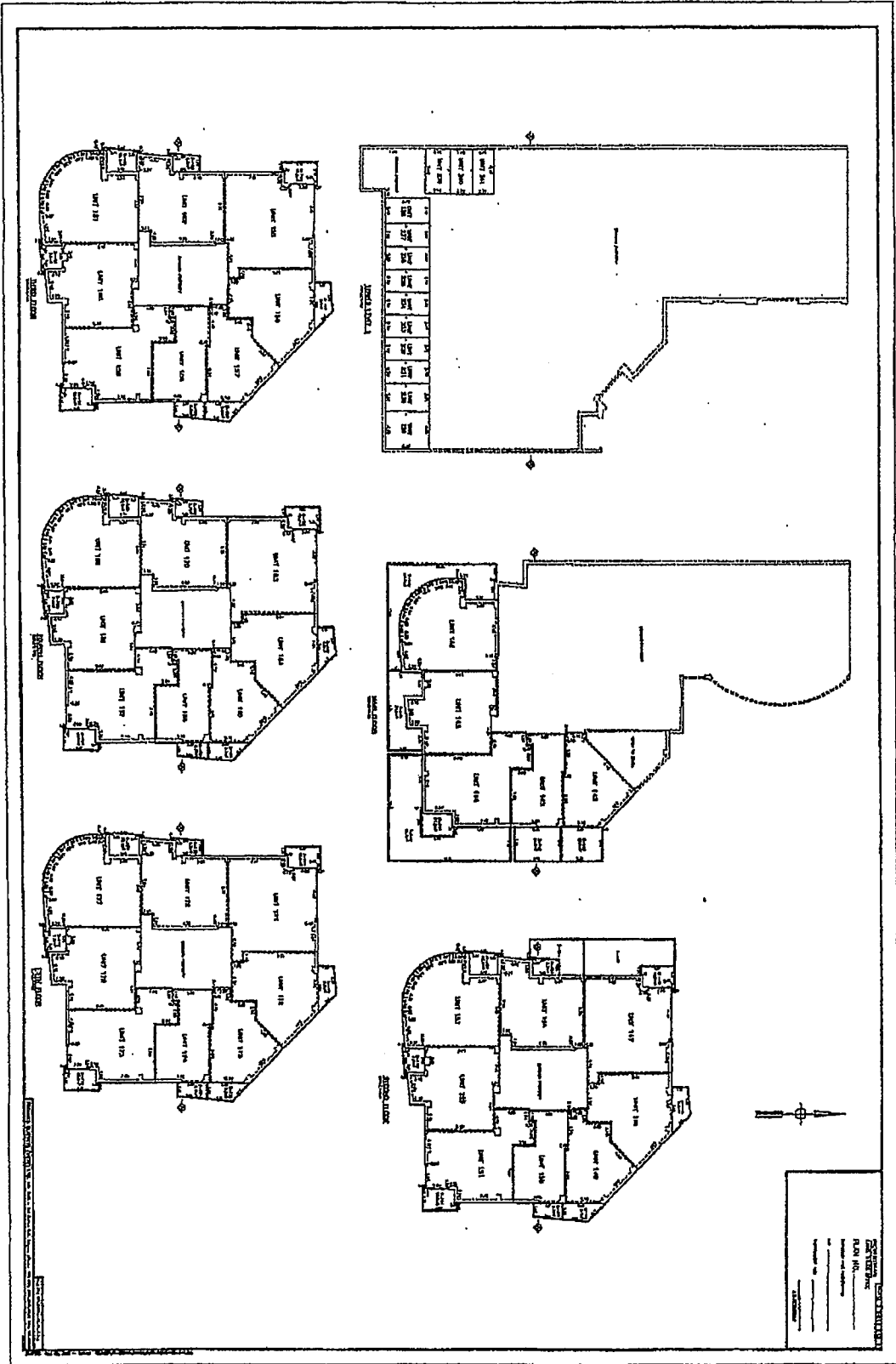
PROJECT: [Project Name]

RECORDING
 PLAN NO. _____
 DATE OF RECORDING _____
 BY _____
 PROJECT _____

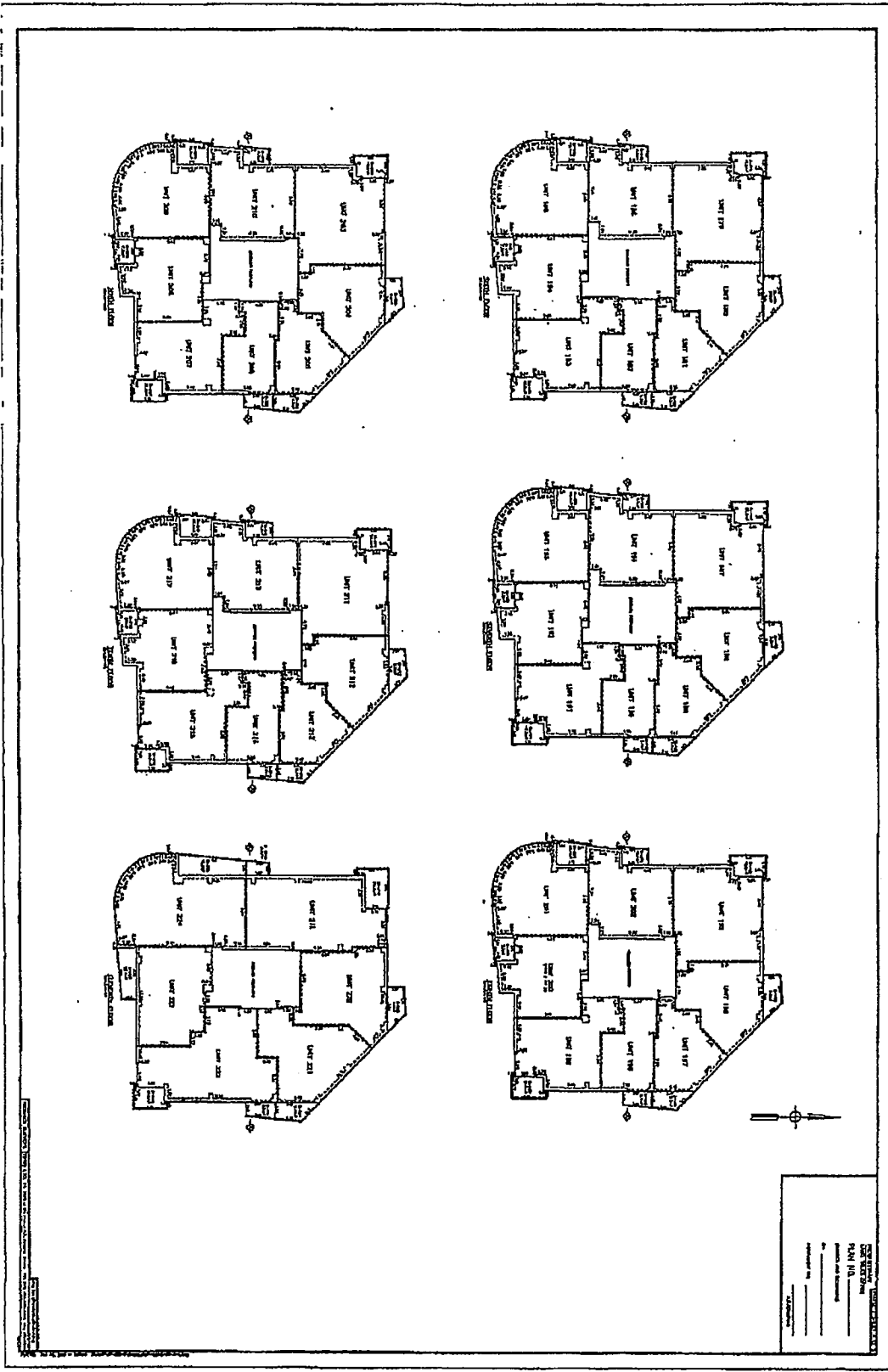




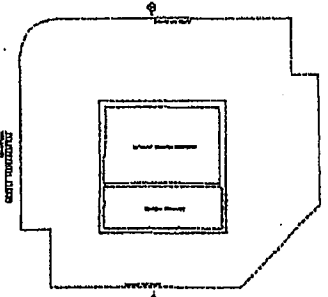
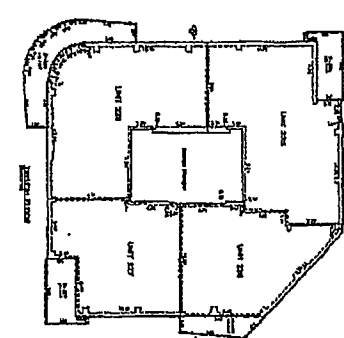
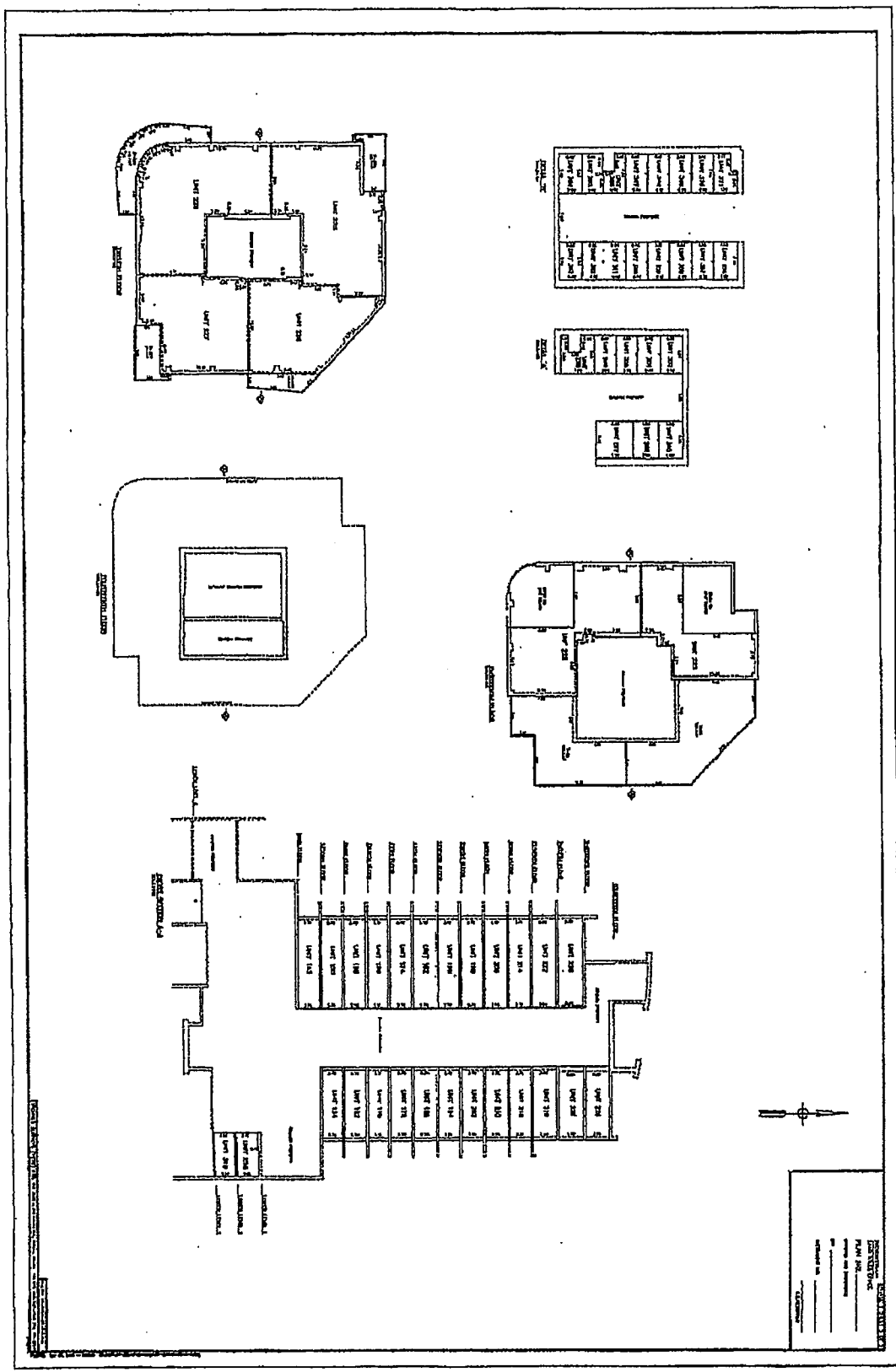
SECTION 101
 PLAN NO. _____
 DATE _____
 BY _____
 CHECKED BY _____
 SCALE _____
 SHEET _____



PROJECT: _____
 DRAWING: _____
 PLAN NO.: _____
 DATE: _____
 SCALE: _____
 SHEET NO.: _____

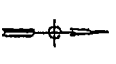
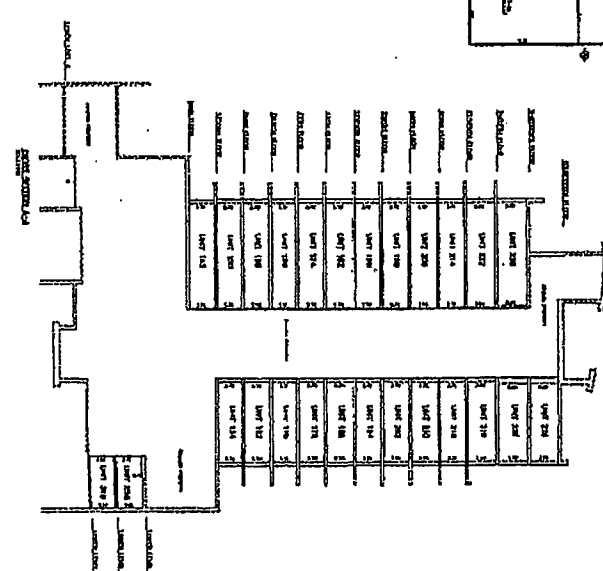
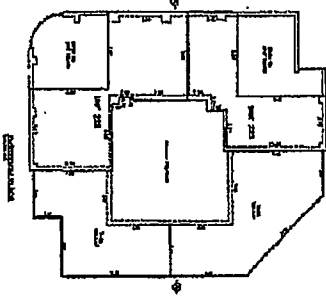


CONTRACTOR _____
 PLAN NO. _____
 DATE _____
 SCALE _____



UNIT 201	UNIT 202	UNIT 203	UNIT 204	UNIT 205	UNIT 206	UNIT 207	UNIT 208	UNIT 209	UNIT 210
UNIT 211	UNIT 212	UNIT 213	UNIT 214	UNIT 215	UNIT 216	UNIT 217	UNIT 218	UNIT 219	UNIT 220

UNIT 201	UNIT 202	UNIT 203	UNIT 204	UNIT 205	UNIT 206	UNIT 207	UNIT 208	UNIT 209	UNIT 210
UNIT 211	UNIT 212	UNIT 213	UNIT 214	UNIT 215	UNIT 216	UNIT 217	UNIT 218	UNIT 219	UNIT 220



PROJECT NO. _____
 DRAWING NO. _____
 DATE _____
 SCALE _____
 SHEET NO. _____ OF _____

Phase 3

CONTRACTOR: _____
 PLAN NO.: _____
 COUNTY AND DISTRICT: _____
 SHEET NO.: _____
 DATE: _____

TENTATIVE

PLAIN DOWNS SERVICE OF
 PHASED CONDOMINIUM DEVELOPMENT
 OF
 UNIT B AND 3,078/10,000 UNDIVIDED
 SHARES IN THE COMMON PROPERTY
 IN CONDOMINIUM PLAN 081

SEC 1/4 Sec 4, Twp 22, Rng 1, W 5 M.
 S400 1000 24th St
 IN THE CITY OF CHANDLER, A.T.S. 2008

OWNER:
 PLAIN DOWNS SERVICE OF
 10000 N. 24th Street, Suite 100
 Chandler, AZ 85226
 (480) 948-1234
 www.plaindowns.com

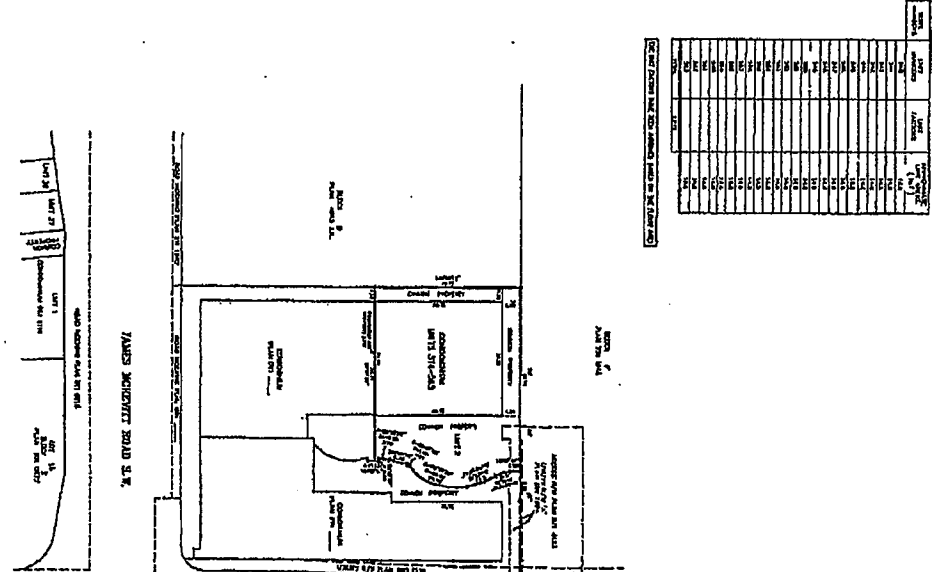
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 CHANDLER ARCHITECTS
 10000 N. 24th Street, Suite 100
 Chandler, AZ 85226
 (480) 948-1234
 www.chandlerarchitects.com

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 Chandler, AZ 85226
 (480) 948-1234
 www.chandlercityclerk.com

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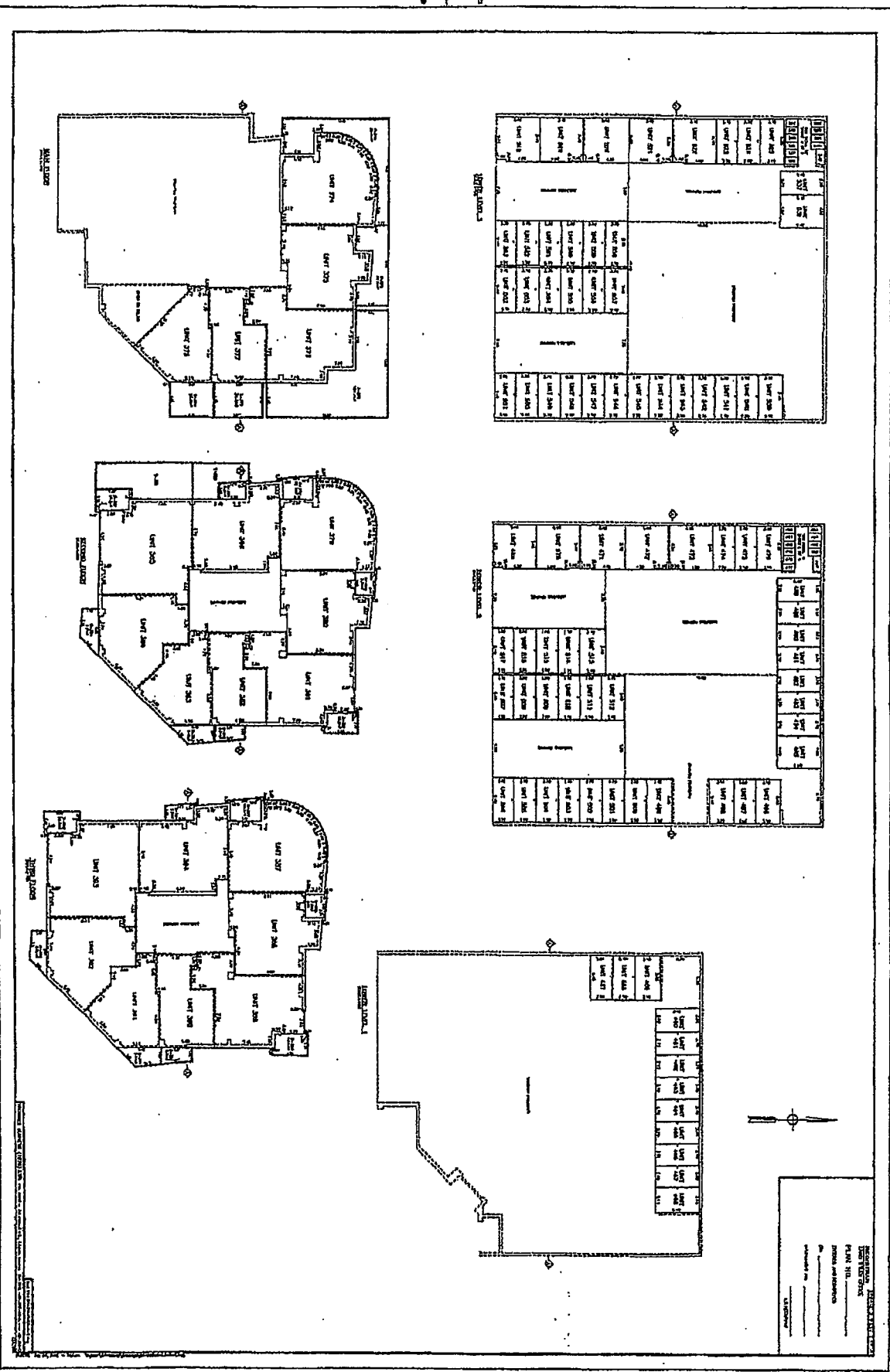
RECORDING AGENCY:
 MARICOPA COUNTY CLERK
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 Chandler, AZ 85226
 (480) 948-1234
 www.maricopacountyclerk.com

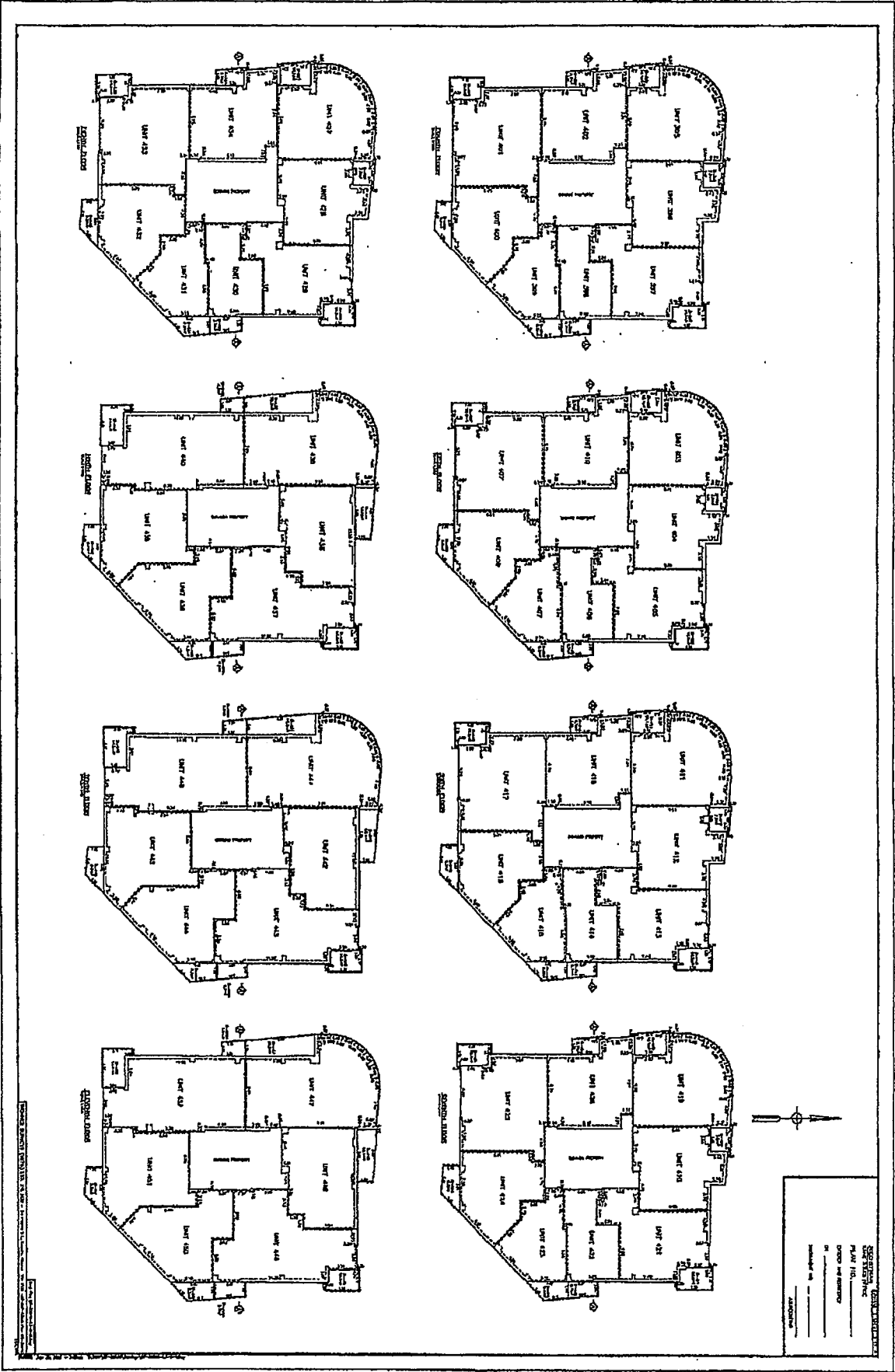
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102	1,200	1,150	50	1,250	50
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104	1,200	1,150	50	1,250	50
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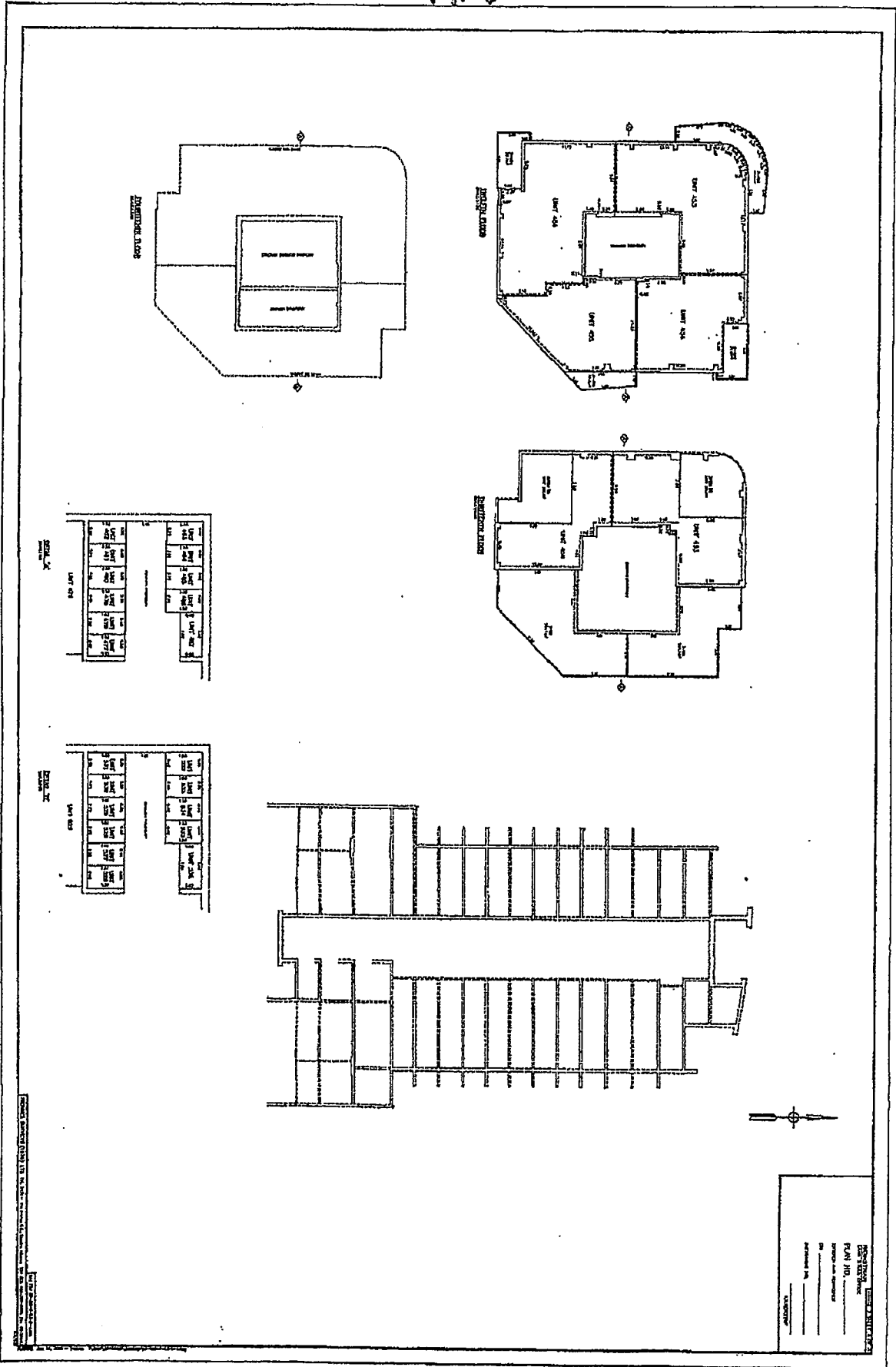


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FIRST FLOOR

SECOND FLOOR

THIRD FLOOR

FOURTH FLOOR

FIFTH FLOOR

DESIGNER: [Redacted]
 SCALE: [Redacted]
 DATE: [Redacted]
 PROJECT: [Redacted]
 DRAWING NO.: [Redacted]



001368709

091368709 REGISTERED 2009 12 07
CONP - CONDOMINIUM PLAN 0915321
DOC 2 OF 2 DRR#: 008E845 ADR/GEORGERE
LINC/S: 0032349763



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "B"

**SITE PLAN AND LANDSCAPING PLAN BEING DRAWINGS
SHOWING THE LOCATION OF FENCES, ROADWAYS
WALKWAYS, PARKING AREAS AND LANDSCAPING**



HIGHBURY TOWER RESIDENCES

580 / 620 JAMES MCKEVITT ROAD S.W.
CALGARY, ALBERTA
PLAN 4548 JK. BLOCK E

for
PERERA DEVELOPMENT
STATUS RECORD DRAWINGS
AUGUST 30, 2010

(D.P. # 2006-1891)
ISSUE DATE: AUGUST 30, 2010
JOB NO.: 2006-055

ARCHITECTURAL

NORR Architects Planners
SUITE 100, 221 - 10th AVE., S.E.
CALGARY, ALBERTA T2C 0V9
PHONE: 403.264.4000
FAX: 403.269.7215

DRAWING LIST

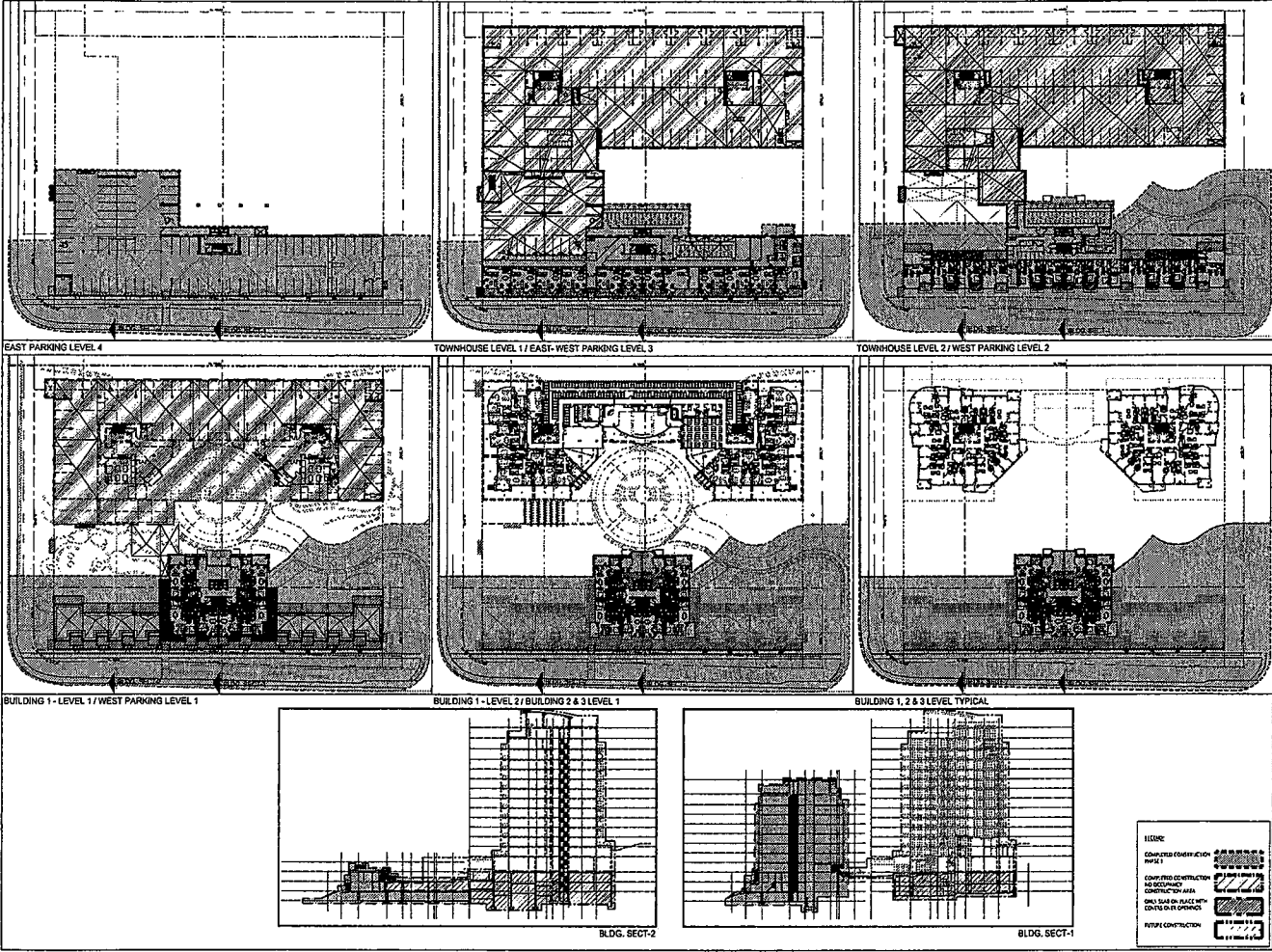
DP_00 COVER PAGE
DP_10 KEY PLANS AND SECTIONS
DP_21 EAST LEVEL PA PARKING PLAN
DP_22 TYNHOUSE L_1 EAST WEST PARKING L_3
DP_23 TYNHOUSE L_2 WEST PARKING L_2
DP_24 BLDG 14_1 WEST PARKING L_1
DP_25 BLDG 14_2 BLDG 24_1 BLDG 24_1
DP_26 BLDG 14 TYP BLDG 24_2 BLDG 24_2
DP_27 BLDG 14 B BLDG 24_11 BLDG 24_9-11
DP_28 BLDG 14_MECH BLDG 24_11 BLDG 24_12
DP_29 BLDG 14 ROOF BLDG 24_MECH BLDG 24_MECH
DP_31 BUILDING ELEVATIONS
DP_32 BUILDING ELEVATIONS
DP_33 BUILDING ELEVATIONS
DP_41 BUILDING SECTIONS
DP_42 BUILDING SECTIONS

*** IMAGE SHOWING FUTURE CONSTRUCTION

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Calgary, Alberta, Canada T2C 0V9
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DATE	ISSUED FOR	REV

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Project

North Arrow

Detail Symbol

THE NORTH

DETAIL SHEET #

Consultants

Client: NORR Architects Planners

Architectural: ✓

Structural: ✓

Mechanical: ✓

Electrical: ✓

SEAL:

NORR Architects Planners

1100 - 10th Avenue S.W.

Calgary, Alberta, Canada T2G 0P9

403.243.5000 F 403.243.7111

www.norr.ca

A Partnership of United Construction

NORR

Project Manager	U.A.
D.R.	U.A.
Project Leader	U.A.
D.R.	U.A.

Client:

PERERA DEVELOPMENT

Project:

HIGHBURY TOWER

RESIDENCES

240 JAMES MCKEVITT ROAD S.W.

CALGARY, ALBERTA

Drawing Title:

KEY PLANS & SECTIONS

1:500

Client's Scale (only for areas recorded):

0.10mm

Project No. 2006-055

Drawing No. DP_1.0

SCALE:

COMPLETED CONSTRUCTION

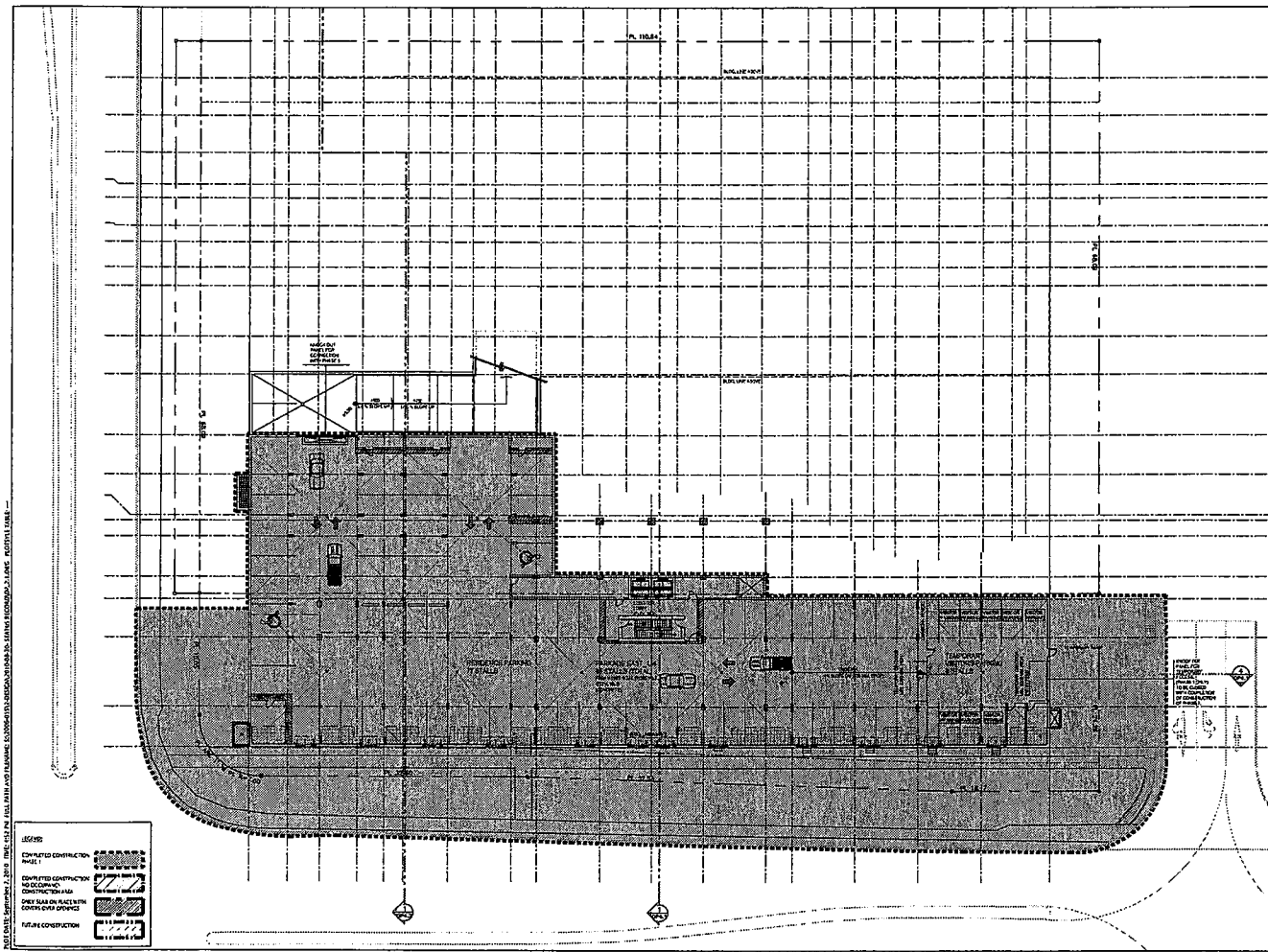
CONSTRUCTION IN PROGRESS

CONSTRUCTION TO BE

ONLY SHOWN ON PLACE WITH CONSTRUCTION

INTERIM CONSTRUCTION

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NOT SCALE: PERIPHERY 1:2000, INTERIOR 1:400, ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED. DATE: 08/01/2011

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Formed:

North Arrow:
 Detail Symbol:

Consultants:
 Civil: NORR Architects Planners
 Landscape: NORR Architects Planners
 Structural: NORR Architects Planners
 Mechanical: NORR Architects Planners
 Electrical: NORR Architects Planners

Scale:

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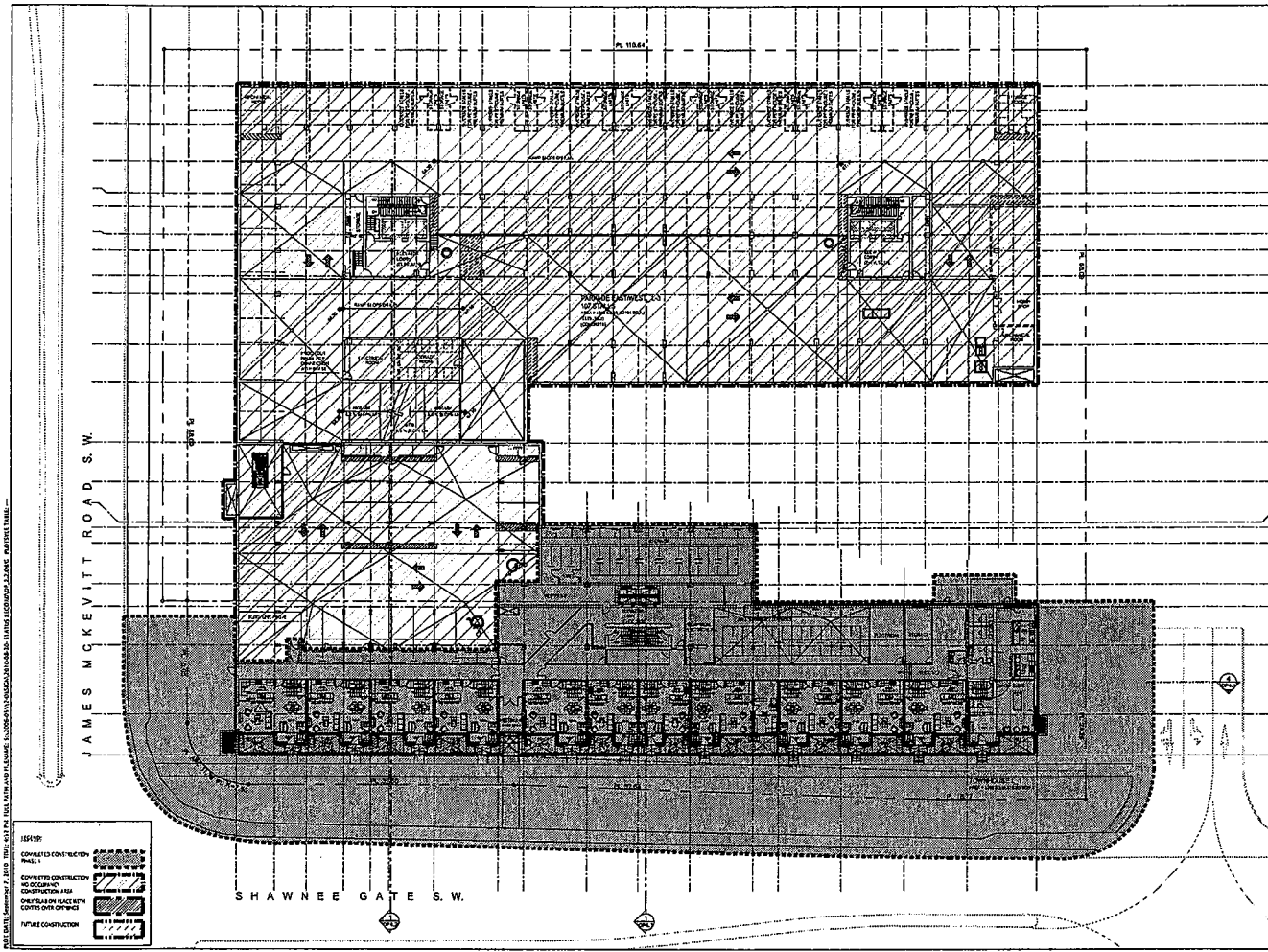
Project Manager:	James
Client:	LA
Project Leader:	David
Scale:	1:200

Client: PERERA DEVELOPMENT

Project: HICHBURY TOWER
 RESIDENCES
 580 JAMES MCKEVITT ROAD S.W.
 CALGARY, ALBERTA

Drawing Title: EAST LEVEL P4
 DRAWING PLAN
 1:200

Check Date (must be more recent): 01/11/2011
 Project No.: 2008-055
 Drawing No.: DP_2.1



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Project: _____

North Arrow: 

Detail Symbol: 

Consultants:

Civil: _____

Landscaping: NORR Architects Planners

Structural: _____

Mechanical: _____

Electrical: _____

Scale: _____

NORR Architects Planners
 A registered firm
 Suite 100, 101 - 100 Avenue St
 Calgary, Alberta, Canada T2C 1P8
 Tel: (403) 243-7211
 Fax: (403) 243-7212

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 NORR Architects Planners Ltd.
 NORR Engineers Ltd.
 NORR Interiors Ltd.
 NORR Mechanical Ltd.
 NORR Electrical Ltd.

Project Manager:	J.A.
Architect:	J.A.
Project Engineer:	J.A.
Structural:	J.A.
Mechanical:	J.A.
Electrical:	J.A.






Client: PERERA DEVELOPMENT

Project: Highbury Tower Residences
 580 James McKeivitt Road S.W.
 Calgary, Alberta

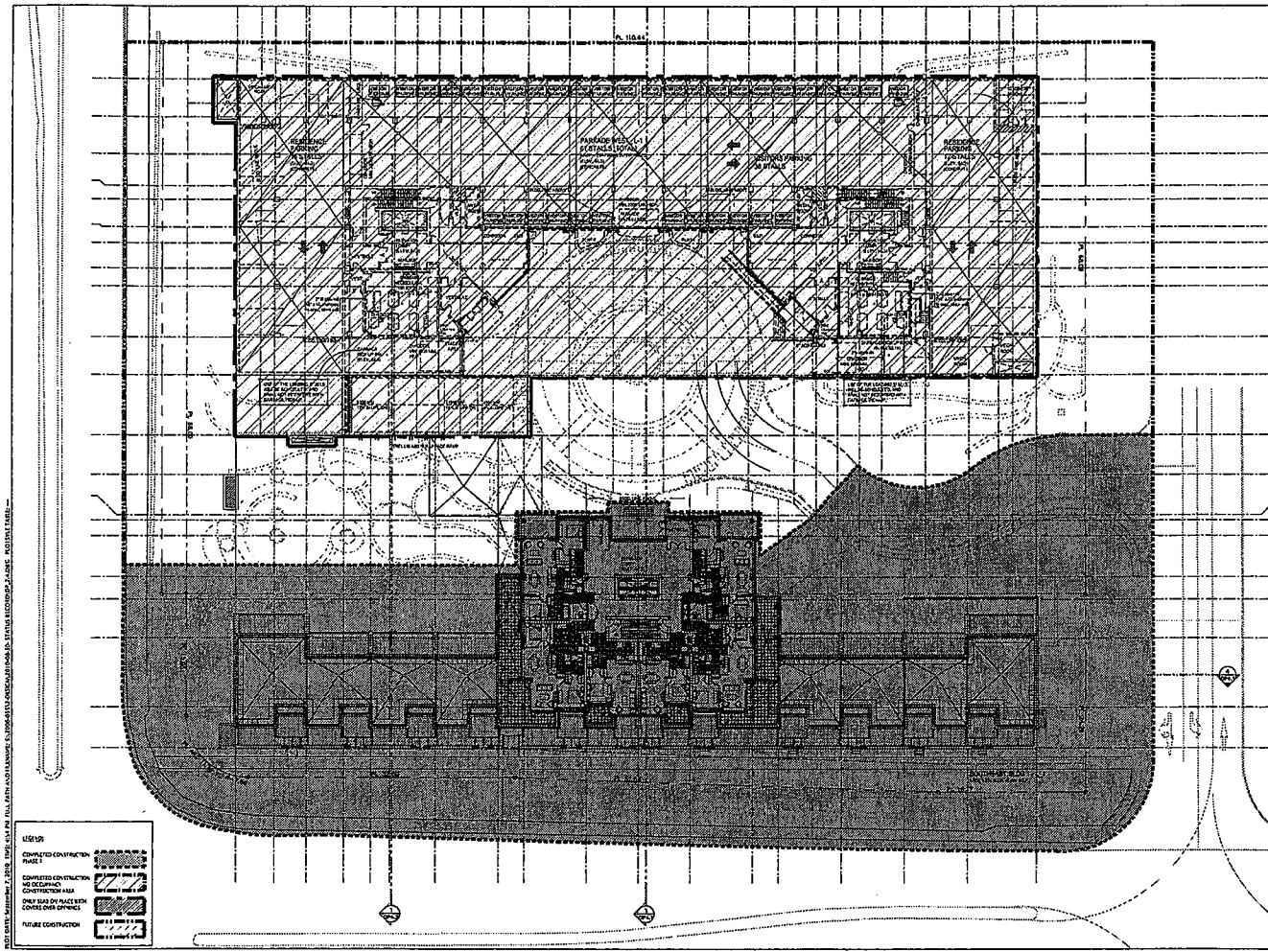
Drawing Title: TOWNHOUSE L1
 EASTY WEST PARKING L1
 1:200

Check and issue by (name reduced):	J.A.	Date:	
Project No.:	2006-055	Scale:	As Shown
Drawing No.:	DP_2.2		

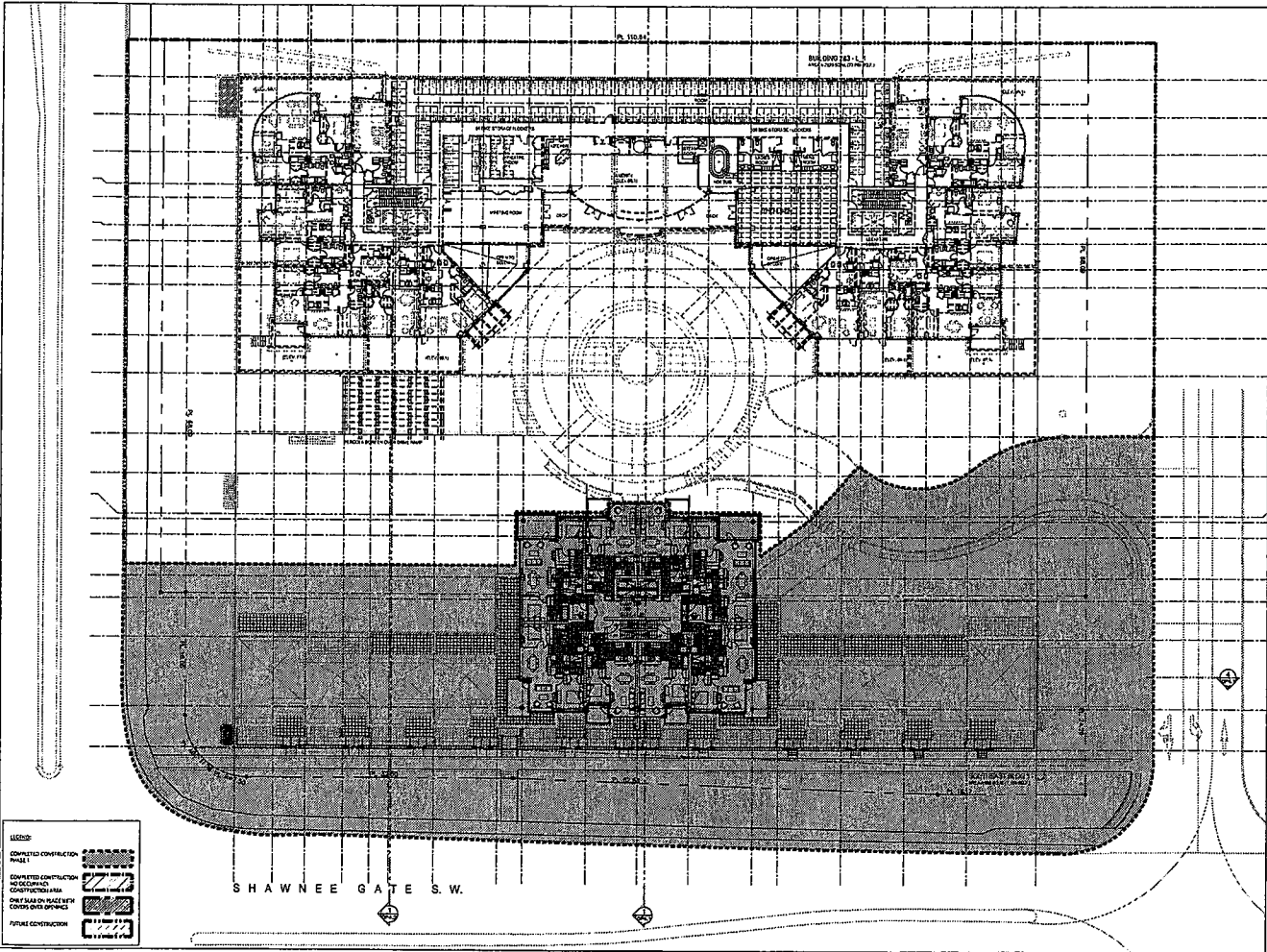
185150:

COMPLETED CONSTRUCTION (FINISH)	
COMPLETED CONSTRUCTION (NO OCCUPANCY)	
CONSTRUCTION IN PROGRESS	
ONLY TO BE BUILT BY FACILITY CONSTRUCTION COMPANY	
FUTURE CONSTRUCTION	

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NORR ARCHITECTS PLANNERS INC. 4400 45TH AVENUE SUITE 100-101-108 CALGARY, ALBERTA T2C 0Y6 (403) 243-4000



DATE	ISSUED FOR	REV

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Notes

North Arrow

Detail Symbol

Consultants

Civil : NORR Architects Planners

Structural :

Mechanical :

Electrical :

Scale

NORR Architects Planners
 10 Norman Drive
 Suite 100, 215 - 10th Avenue SE
 Calgary, Alberta, Canada T2C 0P7
 Tel: 403.243.2000 Fax: 403.243.2111
 www.norr.ca

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 10000 17th Avenue NW, Suite 1000
 Edmonton, Alberta T5A 0A6
 Tel: 780.442.2222 Fax: 780.442.2223
 www.dineen.com



Project Manager	J. A.
Project Engineer	J. A.
Client	PERERA DEVELOPMENT

Project: HIGHBURY TOWER RESIDENCES
 280 JAMES MCKEVITT ROAD S.W.
 CALGARY, ALBERTA

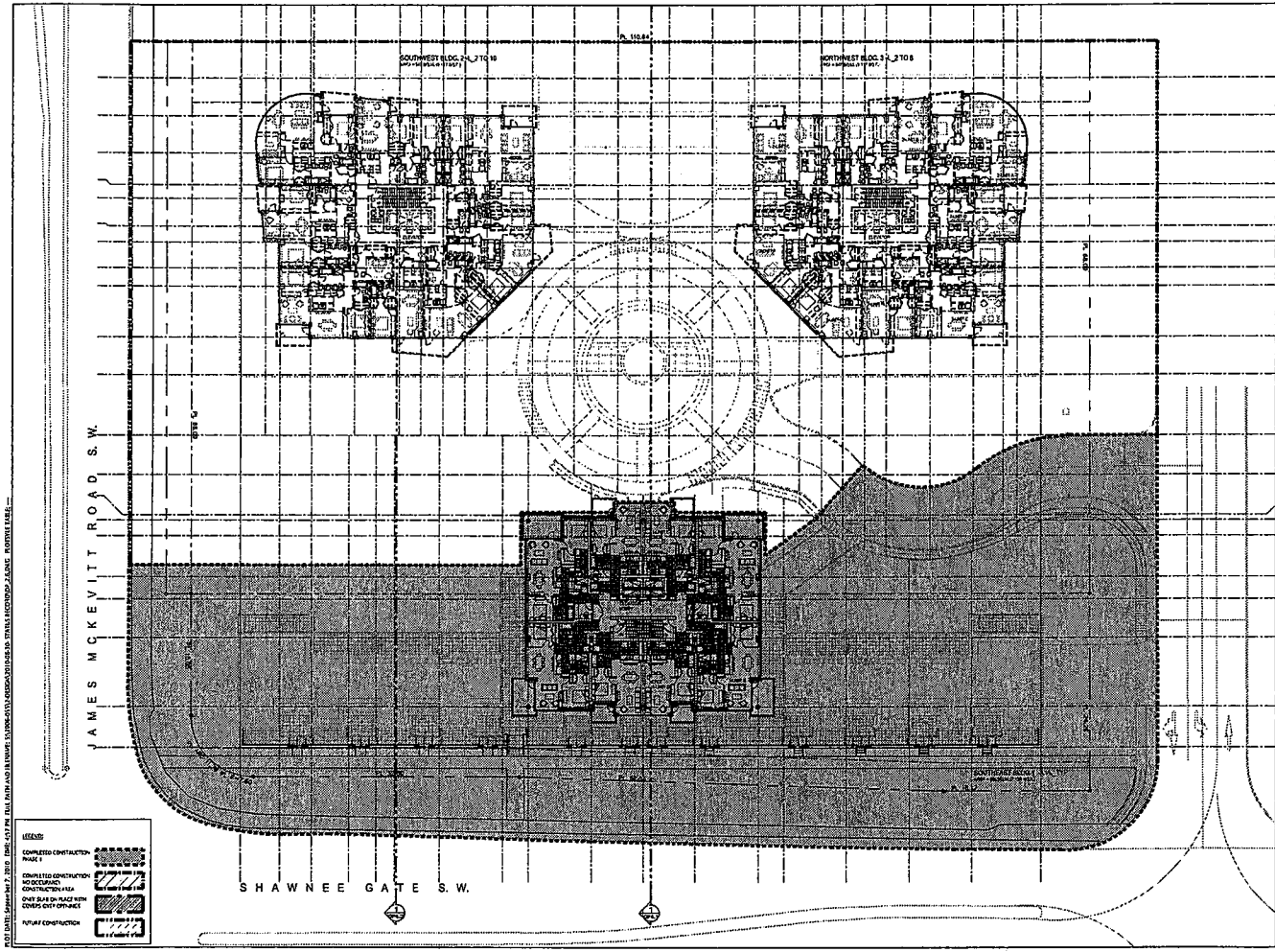
Drawing Title: BUILDING 1 - L2
 BUILDING 2 AND 3 L1
 1:200

Check Scale	0.10mm
Project No.	2006-055
Drawing No.	DP_2.5

LEGEND

COMPLETED CONSTRUCTION	
PROPOSED CONSTRUCTION	
EXISTING CONSTRUCTION	
EXISTING CONSTRUCTION TO REMAIN	
FUTURE CONSTRUCTION	

NOT SCALE. DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.



PERERA DEVELOPMENT 2008-055
 550 JAMES MCKEVITT ROAD S.W. CALGARY, ALBERTA T2C 0A4
 NORR ARCHITECTS PLANNERS 100-108 AVENUE SE
 CALGARY, ALBERTA T2C 0A4
 TEL: 403-243-8800 FAX: 403-243-9515
 WWW.NORRARCHITECTS.COM

LEGEND

	COMPLETED CONSTRUCTION PHASE 1
	COMPLETED CONSTRUCTION PHASE 2
	CONSTRUCTION PHASE 3
	CONSTRUCTION PHASE 4
	FUTURE CONSTRUCTION

DATE	ISSUED FOR	REV

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System

North Arrow

Detail Symbol

THE NORTH

DETAIL SHEET #

Consultants

Client: NORR Architects Planners

Architectural: NORR Architects Planners

Structural: NORR Architects Planners

Mechanical: NORR Architects Planners

Electrical: NORR Architects Planners

Scale:

NORR Architects Planners

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 Suite 100-108
 Calgary, Alberta T2C 0A4
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 NORR ELECTRICAL ENGINEERS INC. (Solely for Electrical Services)

NORR

Project Manager: D.M.
 Designer: J.A.
 Project Leader: D.M.
 Checker: D.M.

Client: PERERA DEVELOPMENT

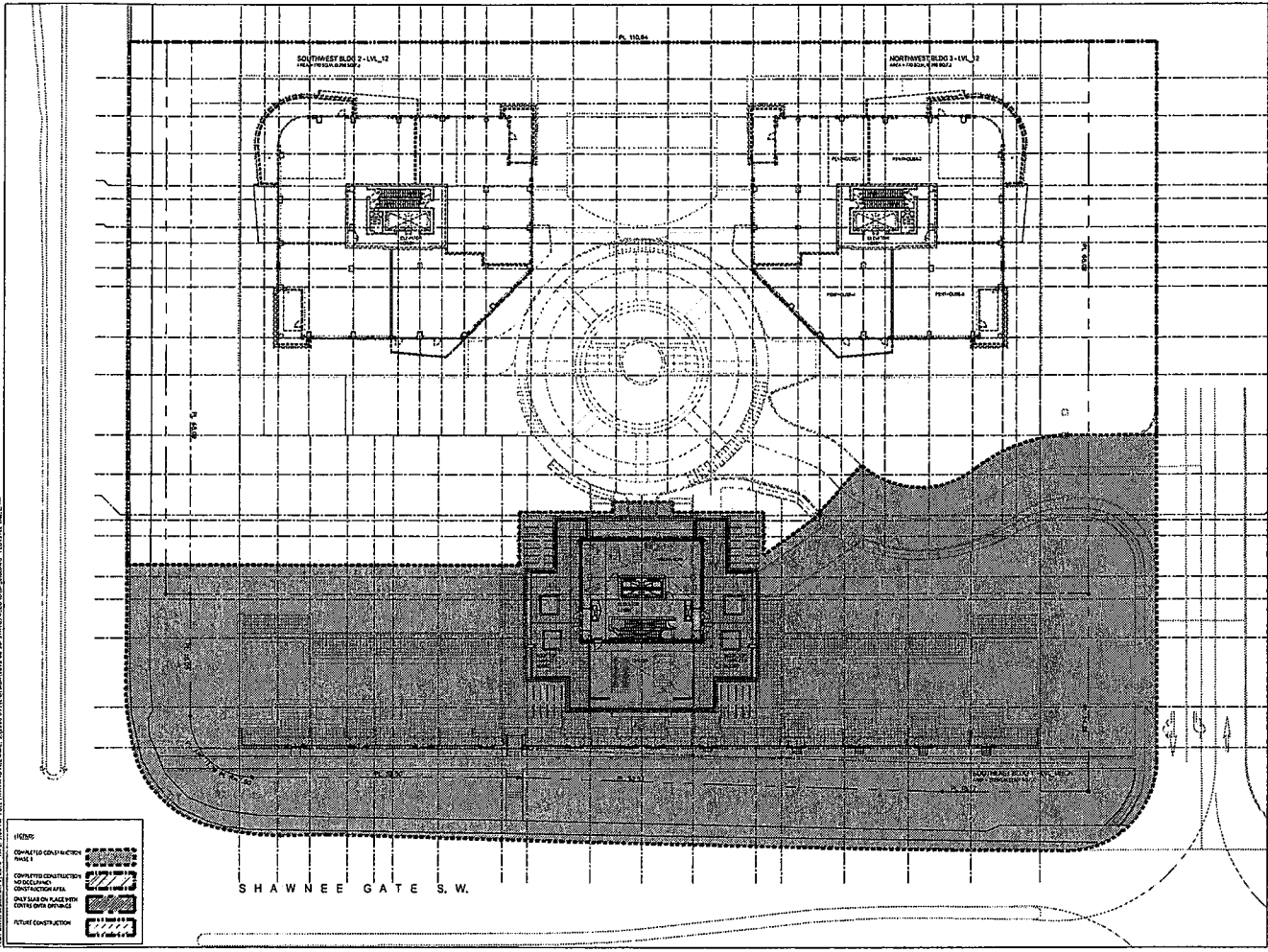
Project: Highbury Tower Residences
 550 James McKeivitt Road S.W.
 Calgary, Alberta

Drawing Title: BUILDING 1 - L.TYP.
 BLDG. 2-L, 2-L TO 6 BLDG. 3-L, 2-8
 1:200

Check Scale (enter by photo reduction): 1:200

Project No: 2008-055

Drawing No: DP_2.6



DATE	ISSUED FOR	REV

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North Arrow

Scale

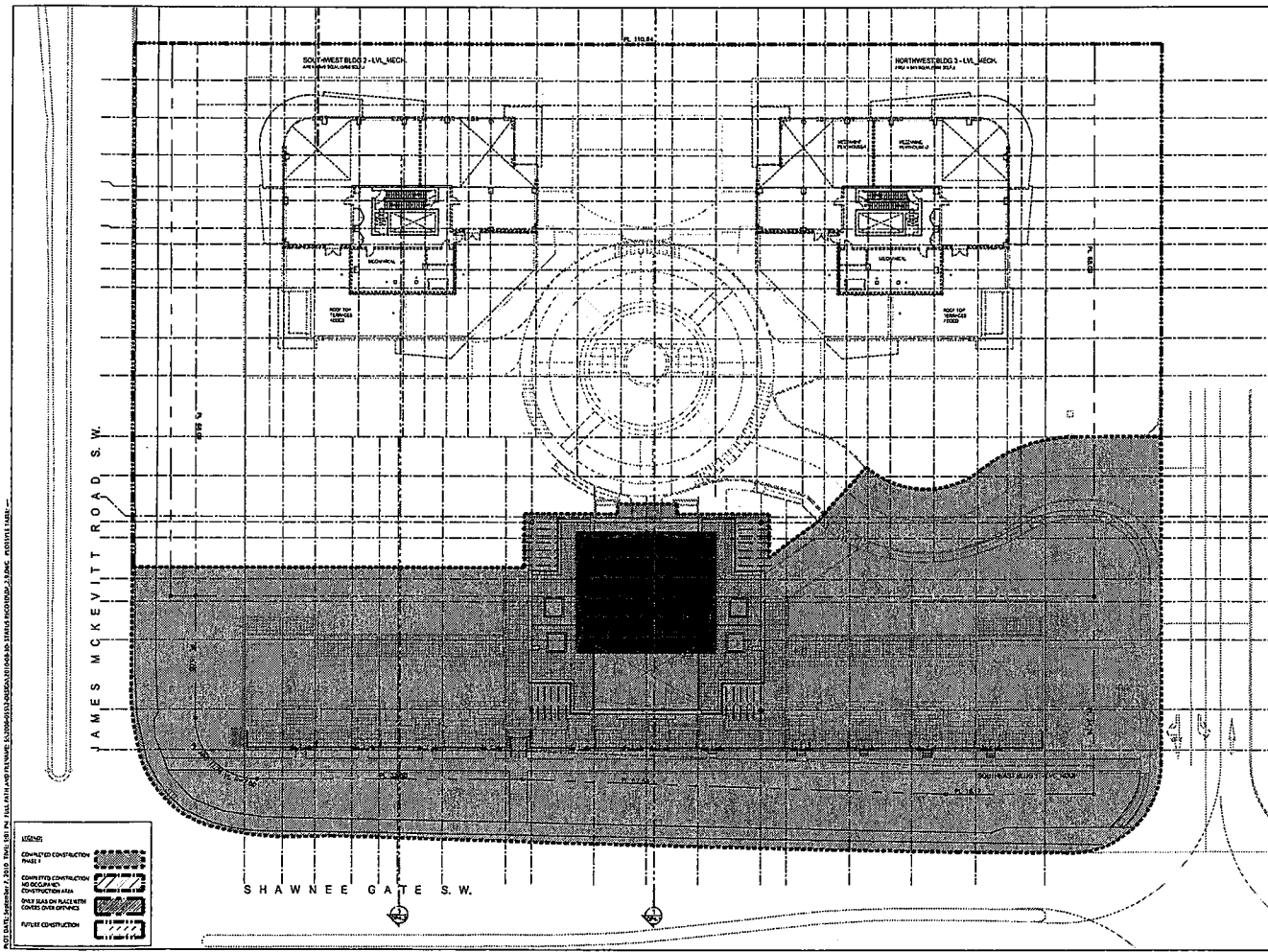
CONTRACTOR: NORR Architects Planners
 CLIENT: PERERA DEVELOPMENT
 PROJECT: HIGHBURY TOWER RESIDENCES
 ADDRESS: 550 JAMES BICKENVILL ROAD S.W., CALGARY, ALBERTA

NORR

Project Manager: [Name] Client: [Name]
 Design: [Name] Architect: [Name]
 Drawn: [Name] Engineer: [Name]

Client Scale (This is shown reduced to 1/2" = 1'-0")

Project No. 2006-055
 Drawing No. DP_2.8



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North Arrow

THE NORTH

Detail Symbol

DETAIL SHEET #

Consultants

Site: NORR Architects Planners

Landscape: NORR Architects Planners

Structural: NORR Architects Planners

Mechanical: NORR Architects Planners

Electrical: NORR Architects Planners

Notes

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 Calgary, Alberta, Canada T2C 0P9
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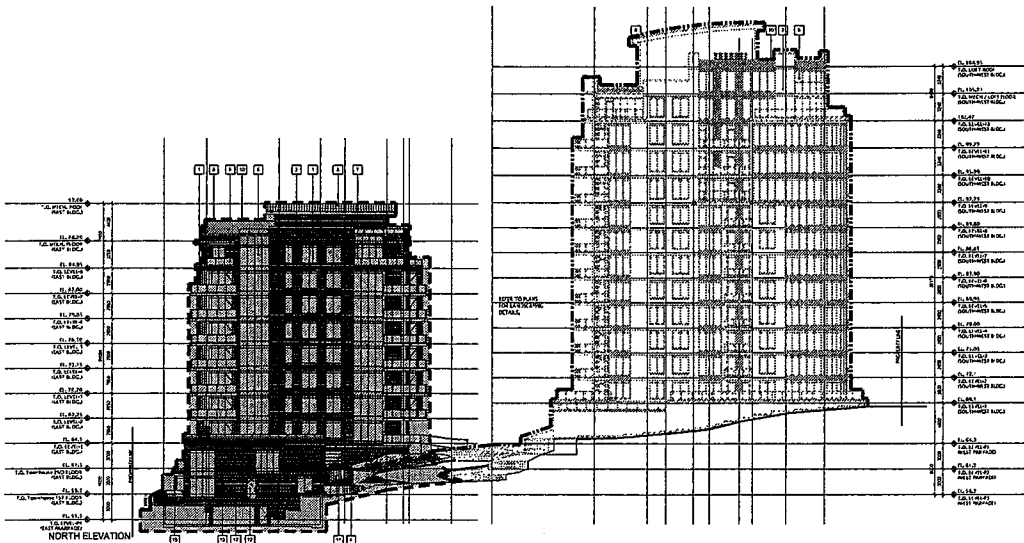
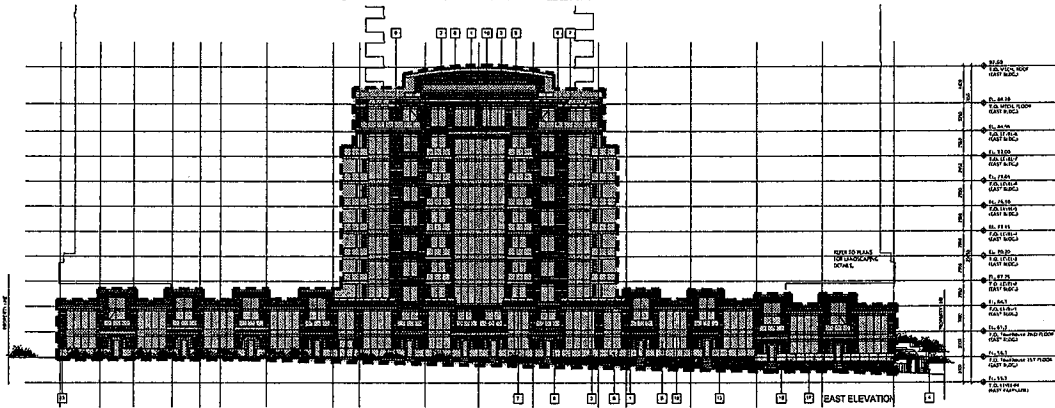
NORR

Project Manager	J. L. L.
Project Engineer	J. L. L.
Client	PERERA DEVELOPMENT
Project	HIGHBURY TOWER RESIDENCES 580 JAMES MCKEIVITT ROAD S.W., CALGARY, ALBERTA
Drawing Title	BUILDING 1 - L ROOF BLDG. 24_MECH & BLDG. 34_MECH 1:200
Check Date	2006-05-29
Project No.	2006-055
Drawing No.	DP_2.9

LEGEND

COMPLETED CONSTRUCTION	(Symbol)
CONTRACTED CONSTRUCTION	(Symbol)
CONCEPT CONSTRUCTION	(Symbol)
ONLY READ ON FACILITY CONSTRUCTION SERVICE	(Symbol)
FUTURE CONSTRUCTION	(Symbol)

NORR ARCHITECTS PLANNERS, 1100 - 10TH STREET, CALGARY, ALBERTA, CANADA T2C 0P9. TEL: 403.243.8800. FAX: 403.243.8811. WWW.NORR.CA



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Project

North Arrow

Detail Symbol

DETAIL SHEET #

Consultants:

- Client: NORR Architects Planners
- Architectural: NORR Architects Planners
- Structural: NORR Architects Planners
- Interior: NORR Architects Planners

Scale:

1:200

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 1000-1010 10th Avenue SE
 Calgary, Alberta, Canada T2C 5P9
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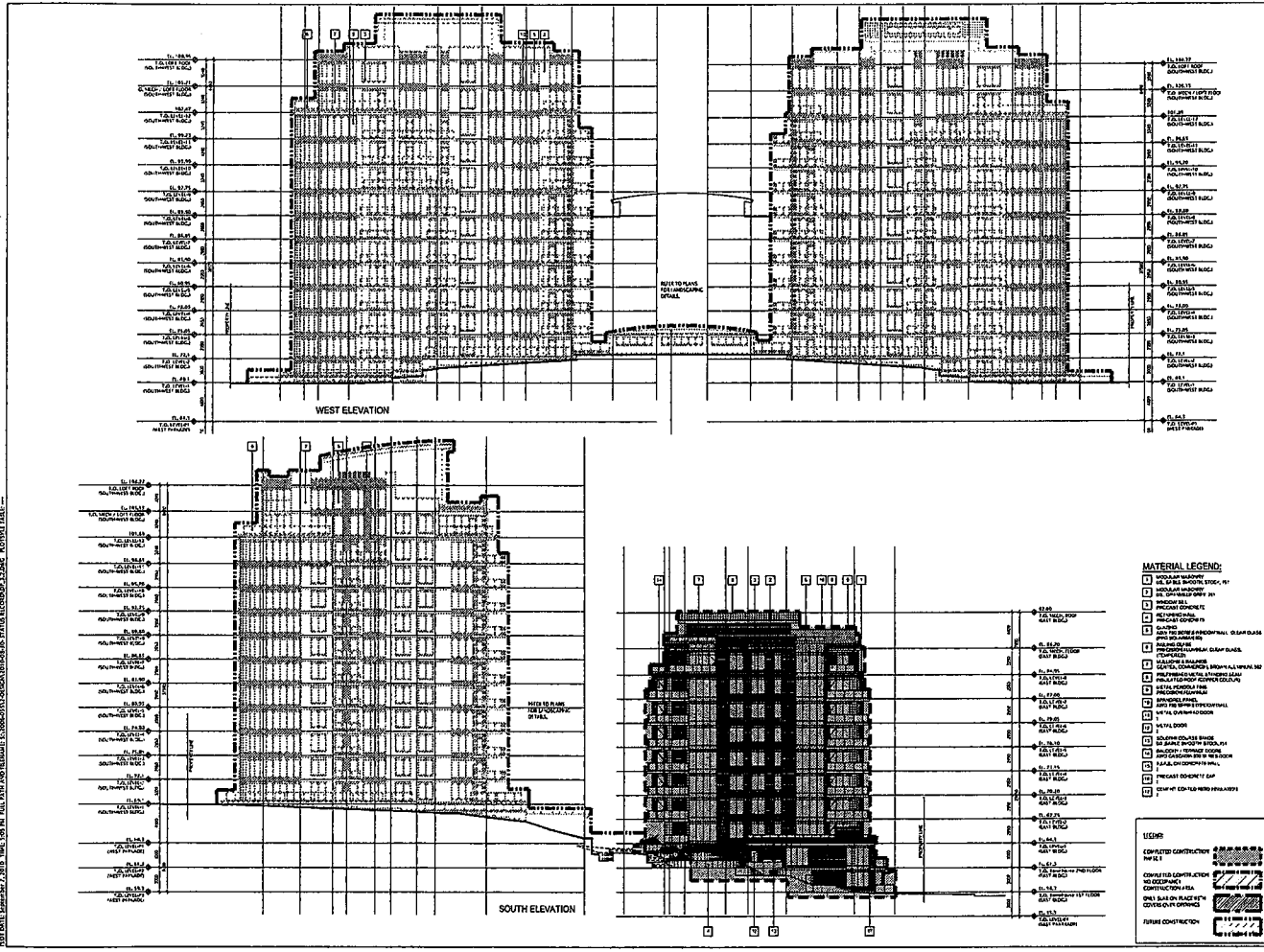
NORR

Project Manager: D.O.
Project Engineer: C.W.C.

Client: PERERA DEVELOPMENT

Project: HIGHBURY TOWER RESIDENCES
 280 JAMES MCKEIVITT ROAD S.W.
 CALGARY, ALBERTA
Drawing Title: BUILDING ELEVATIONS
Scale: 1:200
 Check Date: 2006-05-18
 Project No.: 2006-055
 Drawing No.: DP_3.1

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DATE	ISSUED FOR	REV

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Project Name: **Highbury Tower Residences**

Client: **NORR Architects Planners**

Architect: **NORR Architects Planners**

Scale: **1:200**

Project Manager: **PERERA DEVELOPMENT**

Project Lead: **PERERA DEVELOPMENT**

Project Engineer: **PERERA DEVELOPMENT**

Project Architect: **PERERA DEVELOPMENT**

Project Designer: **PERERA DEVELOPMENT**

Project Checker: **PERERA DEVELOPMENT**

Project Approver: **PERERA DEVELOPMENT**

Project Date: **2006-055**

Project No: **2006-055**

Project Rev: **DP_3.2**

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 Suite 101-211 - 10th Avenue SE
 Calgary, Alberta, Canada T2C 0P8
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Project Manager: **PERERA DEVELOPMENT**

Project Lead: **PERERA DEVELOPMENT**

Project Engineer: **PERERA DEVELOPMENT**

Project Architect: **PERERA DEVELOPMENT**

Project Designer: **PERERA DEVELOPMENT**

Project Checker: **PERERA DEVELOPMENT**

Project Approver: **PERERA DEVELOPMENT**

Project Date: **2006-055**

Project No: **2006-055**

Project Rev: **DP_3.2**

PERERA DEVELOPMENT

Project: **HIGHBURY TOWER RESIDENCES**

Address: **540 JAMES SKEWETT ROAD S.W. CALGARY, ALBERTA**

Drawing Title: **BUILDING ELEVATIONS**

Scale: **1:200**

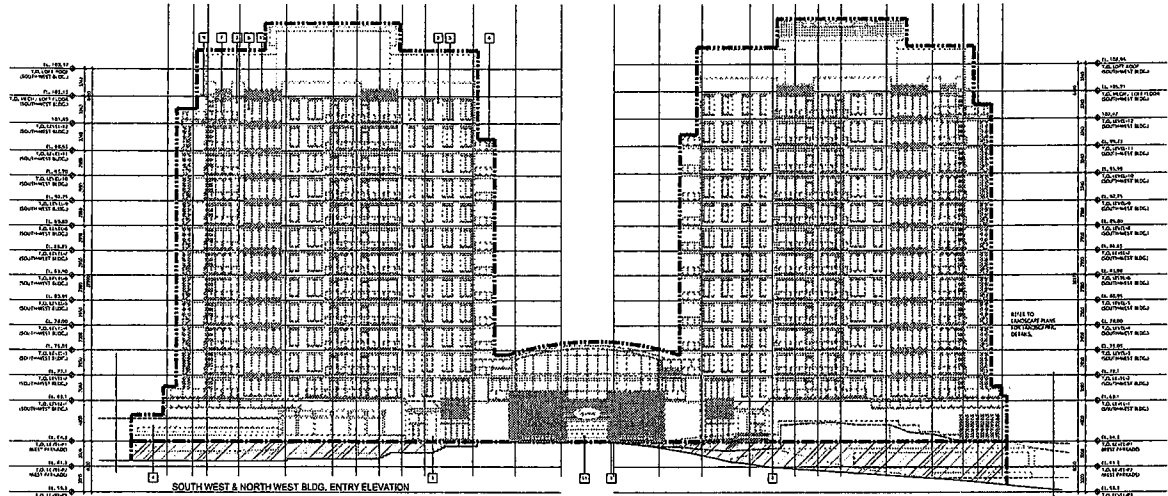
Check with client for issues related to: **1:200**

Project No: **2006-055**

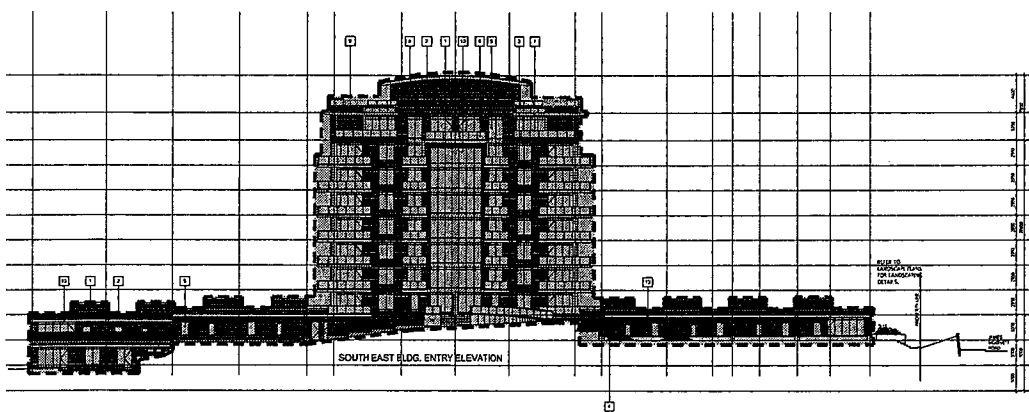
Project Rev: **DP_3.2**

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SOUTH WEST & NORTH WEST BLDG. ENTRY ELEVATION



SOUTH EAST BLDG. ENTRY ELEVATION

- MATERIAL LEGEND:**
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- LEGEND:**
- 1. COMPLETED CONSTRUCTION
 - 2. IN PROGRESS CONSTRUCTION
 - 3. FUTURE CONSTRUCTION

DATE	ISSUED FOR	REV

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Project Name:
 North Arrow:
 Detail Symbol:

Consultants:
 Civil:
 Structural:
 Mechanical:
 Electrical:
 Plumbing:
 Fire:
 Landscape:
 Other:
 NORR Architects Planners

NORR Architects Planners
 1000 - 10th Avenue SE
 Calgary, Alberta T2C 1P9
 T 403 243 4000 F 403 243 7211
 www.norr.ca

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 NORR Engineers Inc. (Solely a Professional Corporation)
 NORR Mechanical Inc. (Solely a Professional Corporation)
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 NORR Plumbing Inc. (Solely a Professional Corporation)
 NORR Fire Inc. (Solely a Professional Corporation)
 NORR Landscape Inc. (Solely a Professional Corporation)

Project Manager:
 D.D.
 Project Team:
 D.D.
 Client:
 D.D.
 Other:
 D.D.

PERERA DEVELOPMENT

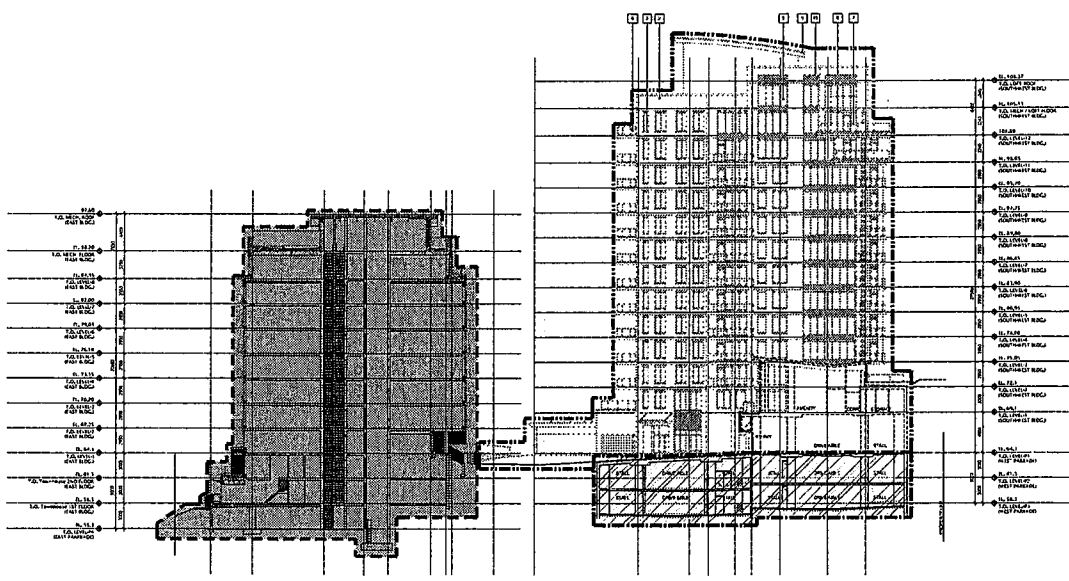
Project: **HIGHBURY TOWER**
 RESIDENCES
 510 JAMES MCCOVITY ROAD S.W.
 CALGARY, ALBERTA

Drawing Title: **BUILDING ELEVATIONS**

Scale: **1:200**

Check Date:
 Project No.: **2006-055**
 Drawing No.: **DP_3.3**

PERERA DEVELOPMENT / 2006-055 / 1:200 / SHEET DP_4.1 / ARCHITECTURE / PERERA DEVELOPMENT / 2006-055 / 1:200 / SHEET DP_4.1 / ARCHITECTURE




SITE & BUILDING SECTION (1)

MATERIAL LEGEND:

- 1. CONCRETE
- 2. BRICK
- 3. GLASS
- 4. METAL
- 5. WOOD
- 6. STAINLESS STEEL
- 7. ALUMINUM
- 8. POLYMER
- 9. CERAMIC
- 10. TERRAZZO
- 11. GRANITE
- 12. MARBLE
- 13. SLATE
- 14. QUARTZ
- 15. GIPSUM
- 16. PLASTER
- 17. PAINT
- 18. VENEER
- 19. CARPET
- 20. TILE
- 21. LINOLEUM
- 22. RUBBER
- 23. LEATHER
- 24. FABRIC
- 25. OTHER

LEGEND

- CONCRETE CONSTRUCTION
- BRICK CONSTRUCTION
- GLASS CONSTRUCTION
- METAL CONSTRUCTION
- WOOD CONSTRUCTION
- STAINLESS STEEL CONSTRUCTION
- ALUMINUM CONSTRUCTION
- POLYMER CONSTRUCTION
- CERAMIC CONSTRUCTION
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- LINOLEUM CONSTRUCTION
- RUBBER CONSTRUCTION
- LEATHER CONSTRUCTION
- FABRIC CONSTRUCTION
- OTHER CONSTRUCTION

DATE	ISSUED FOR	REV
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<p>Notes</p>		
<p>North Arrow Graphic Symbol</p>		
		
<p>Consultants</p> <ul style="list-style-type: none"> Client: NORR Architects Planners Architect: NORR Architects Planners Structural: NORR Architects Planners Mechanical: NORR Architects Planners Electrical: NORR Architects Planners 		
<p>Scale:</p>		
<p>NORR Architects Planners A Private Not-for-Profit Corporation 5500 James McKevitt Road S.W. Calgary, Alberta, Canada T2C 0P8 T 403 243 4000 F 403 243 7271 www.norr.ca</p>		
<p>NORR</p>		
<p>Project Name: PERERA DEVELOPMENT</p>		
<p>Project Location: HICHBURY TOWER RESIDENCES 5500 JAMES MCKEVITT ROAD S.W. CALGARY, ALBERTA</p>		
<p>Project No.: 2006-055</p>		
<p>Drawing No.: DP_4.1</p>		



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "C"

PROPOSED MANAGEMENT AGREEMENT

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200_

BETWEEN:

CONDOMINIUM COPORATION NO. _____

A corporation duly constituted under the
Condominium Property Act of Alberta

(Hereinafter called "The Corporation")

OF THE FIRST PART

-and-

_____, a body
Corporate, having an office in the City of Calgary,
In the Province of Alberta

(Hereinafter called "The Manager")

OF THE SECOND PART

WHEREAS a complex of 240 residential condominium units, 2 guest suites, 1
managers unit and _____ parking stalls, related facilities and common property
and other real and personal property or assets of The Corporation associated
herewith, known as Highbury Residences at Fish Creek (hereinafter called "The
Condominium"), has been constructed on those certain lands and premises
described as:

Units 1 to ____

Plan No. _____

Municipally described as 14619 Shawnee Gate, SW, Calgary, Alberta

AND WHEREAS the Corporation is a condominium corporation with the
meaning of the Condominium Property Act of Alberta, Chapter C-22 R.S.A. 2000,
as amended or any act passed in substitution therefore or replacement thereof
(hereinafter called the "Act").

AND WHEREAS the Corporation under the provisions of its proposed bylaws
has the authority to engage in a management agent on behalf of the
Corporation to manage the Condominium:

AND WHEREAS the Corporation desires to employ the Manager to manage
the Condominium, and the Manger desires to be employed to manage the
Condominium for the remuneration and SUBJECT TO the terms and conditions
hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSTH THAT in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

- 1)
 - (a) The corporation hereby employs The Manager exclusively to manage The Condominium for a period of a year from the 1st day of _____, 200_ and thereafter for yearly periods from time to time, unless on or before sixty (60) days prior to the expiration of the initial term, and sixty (60) days' notice prior to the expiration of any such yearly renewal period, either party hereto shall notify the other in writing that it elects to terminate this agreement at the end of said period, subject to earlier termination as hereafter provided; and further subject to Section 17 of the Act.
 - (b) In the event that the Manager shall be required to commence the management of the Condominium, prior to the commencement date set up in Paragraph 1) (a) hereof then the management fees payable to the Manager under Paragraph 7 hereof, shall be calculated per diem and paid by the Corporation from the date of commencement of management and the terms and conditions of this agreement shall be binding on the Manager and Corporation.
- 2) The Manager agrees to manage The Condominium to the extent, for a period and upon the terms and conditions herein provided.
- 3) More particularly, The Manager agrees to perform the following services in the name of and on behalf of The Corporation hereby give The Manager the authority and powers required to perform these services:
 - (a) The manager shall collect and receive on behalf of The Corporation all monthly assessments, levies, contributions, and any other charges due to The Corporation for operations of The Condominium including any special levies, contingency and reserve funds included therein or relating thereto provided that The Manager shall have no responsibility for collection of delinquent assessments and contributions or other charges except sending notices of delinquency once a month unless otherwise authorized, the preparing, registering and discharging of Caveats filed by The Manger on behalf of The Corporation pursuant to Section 39(7) of the Act, shall be at the expense of The Corporation. The Manger and The Corporation may mutually agree to assess additional amounts again the defaulting owners in collecting the arrears. The Corporation hereby authorizes The Manager, as its agent, to charge interest on the arrears of assessments of defaulting owners and represents that the By-law grant The Corporation the power to collect such interest and costs;

- (b) The Manager shall maintain records showing all its receipts and expenditures relating to The Condominium and shall promptly submit to The Corporation, or its nominee, a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in The Manager's account for The Condominium on or before the fifteenth (15th) day of the following month.
- (c) The Manager shall prepare and submit to The Corporation, or its nominee, at least sixty (60) days prior to the first day of the next fiscal year, a recommended budget for the operation and management of The Condominium for the next fiscal year showing anticipated receipts and expenditures for such year and assist The Corporation in determining the appropriate amount of assessments or contributions to be paid by each owner of a unit for common and administrative expenses as required by the Act and the By-laws of The Corporation and to recommend such revisions thereof as may from time to time be appropriate and to administer such funds on behalf of The Corporation. No action or purchases under the budget shall be undertaken until the budget (in original or modified form) is first approved by The Corporation, notwithstanding the foregoing, The Manager is hereby authorized to collect assessments equal to the previous year's assessment in the event that The Corporation fails, or unable to approve the budget for the current fiscal period.
- (d) With thirty (30) days after the end of each fiscal year, The Manager shall submit to The Corporation a summary of all receipts and expenditures relating to The Condominium for the preceding year, provided that, this service shall not be construed to require The Manager to supply an audit. Any audit required by The Corporation shall be prepared at its expense by accountants of its selection.
- (e) Subject to the provisions of and any restrictions contained in the By-laws and at the direction and at the expense of The Corporation, The Manager shall cause the common property of The Condominium to be maintained according to appropriate standards of maintenance consistent with the character, age, size and location of The Condominium, including:
- (i.) Supervising the cleaning, garbage removal, painting and such other regular maintenance and repair work including renewal where reasonably necessary of the maintenance equipment and that part of the building in The Condominium constituting common property, or which The Corporation is obliged to maintain, without restricting the generality of the foregoing, the recreational facilities and amenities and all of the parking areas, as may be necessary or as directed by The Corporation; and

- (ii.) Repairs and maintenance of the lawns, flowerbeds, shrubs, trees and other applicable landscaped areas. i.e. mowing, cutting, trimming, pruning, cultivating, fertilizing, watering and aerating as may be reasonably required; and
 - (iii.) Spring and fall cleanups; and
 - (iv.) Snow, slush and debris removal; and
 - (v.) Maintaining the common driveways, common parking areas and common walkways so as to keep the said areas neat and clean in appearance; and
 - (vi.) Establishment of preventative maintenance and service contracts for all major mechanical, electrical, fire and security equipment, in accordance with the recommendations of the manufacturers or suppliers thereof; and
 - (vii.) Such other regular maintenance and repair work as may be necessary or as directed by The Corporation.
- (f) In accordance with the budget or under the direction of the Board, the Manager shall obtain competitive quotations for all major planned expenditures, or as requested by the Board, negotiate terms which are in the best interests of The Corporation, and The Manager shall hire, supervise and discharge all personnel required to maintain and operate the Condominium properly. All such personnel shall be employees of The Corporation and not The Manager. All salaries, taxes and other expenses payable on account of such employees shall be common expenses of the Condominium;
- (g) The Manager shall use its best endeavors to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of The Corporation against title to the said lands or any units or the common property and if a claim or lien shall be filed in respect of such work it shall forthwith take all necessary steps to have the same removed and discharged on behalf of The Corporation at the Corporation's sole cost and expense.
- (h) The Manager shall execute and file all returns and other instruments and do and perform all acts required of The Corporation as an employer in respect of Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments and the Canada Income Tax Act and any other contributions or payments required under any social, labor or tax legislation in force from time to time (and in connection therewith The Corporation agrees, upon request, to execute and deliver promptly to The Manager all necessary Powers of Attorney, notice of appointment and like approvals or directions).

- i) Subject to the direction of The Corporation, The Manager shall negotiate and execute on behalf of The Corporation contracts for water, electricity, gas, telephone, waste removal and such other services for that portion of The Condominium constituting common property as may be necessary or desirable (but not any individually metered units). The Manager shall also purchase on behalf of The Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of The Condominium. All such purchases and contracts shall be in the name and at the expense of The Corporation. The Manager shall not collect or charge any undisclosed fee, rebate or discount and if any should be received by The Manager the same will be credited to the account of The Corporation and The Manager shall credit The Corporation with any discounts, commissions or rebates obtainable as a result of purchases made on behalf of The Corporation or in pursuance of this Agreement. The Manager must disclose to The Corporation any majority shareholder position it holds in any company offering services to The Corporation. Minority shareholder positions must be disclosed to The Corporation should The Corporation not have a choice in selecting such company.
- j) The Manger shall pay from the funds it receives from The Corporation all taxes payable by The Corporation, all applicable building and insurance premiums on policies of The Corporation, water rates and other municipality or governmental charges, and all other charges or obligations incurred by The Corporation with respect to the maintenance or operation of The Condominium or incurred by The Manager on behalf of The Corporation with respect to the maintenance or operation of the of the Condominium or incurred by the Manger on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by The Corporation.
- k) On or before thirty (30) days prior to the expiration of The Corporation insurance the Manager must notify The Corporation of such expiry date. The Manager shall maintain appropriate records of and shall assist and make recommendations in the placement of all insurance coverage required to be carried by The Corporation pursuant to the Act or the Bylaws. The Manager agrees to advise The Corporation of the nature and extent of the insurance coverage required to be carried by The Corporation. It is understood and agreed that the placement of any insurance on behalf of The Corporation by The Manger shall only be upon written instructions from The Corporation to The Manager and The Manager will be held harmless in the event of any claim, suit or charge by any person whatsoever with regard to inadequate insurance coverage.
- l) The Manager shall co-ordinate the schedules of purchasers and other occupants of The Condominium units for moving their personal effects to The Condominium or out of it and shall endeavor to schedule such

movements so that there will be a minimum of inconveniences to other purchaser or occupants.

- m) The Manager shall keep The Corporation and all owners of units advised of the telephone number or numbers at which an agent or representative of The Manager may be reached at any time during normal business hours in respect of any breach or violation of the By-laws or any rules and regulations for the time being in force of The Corporation. The Manager shall also keep The Corporation advised of the telephone number at which his representative can be reached at other than normal business hours in the event of an emergency. The Manger shall forthwith report to The Corporation any major emergency or any persistent, flagrant or serious violation of the By-laws or any rules and regulations in force and shall also report any other emergency or violation, which might reasonably be expected to be brought to the attention of The Corporation. It is understood and agreed by the parties hereto that The Manager shall in its discretion determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature. The Manager shall deal promptly with such infractions and deal immediately with any emergency arising in connection with the maintenance and operation of the common property reported to it, which is determined as such by The Manager. The Corporation may advise the Manager of emergency situations.
- n) The Manager shall, based on the information and documents made available to it, use its best efforts to keep an up-to-date record of the names and addresses of all Unit Owners and any lessee thereof which it has knowledge. If The Corporation receives notices or notifications from registered mortgagees or other persons claiming an interest in a unit, The Corporation shall forthwith communicate that information to The Manager.
- o) The Manager, on behalf of The Corporation, shall on the application of a Unit Owner or any person authorized in writing by him provide estoppel certificates as anticipated by Section 44 of The Act. Similarly, upon the written request of an owner, purchaser or mortgagee of a Unit, The Manager, on behalf of The Corporation, shall within twenty (20) days of receiving that request provide to the person making the request all or any of the statement, particulars or copies referred to in Section 44 of The Act. The Manager shall, as authorized in the By-laws, be entitled to collect from them and charge the requesting party, for its own account, a reasonable fee to compensate it for the expenses it incurs in producing and providing the materials referred to herein on behalf of The Corporation.
- p) The Corporation shall advise the Manager of any leases or other dispositions of the common property or any part thereof made by it and The Manager shall maintain records of such dispositions.

- a) The Manager agrees, at the expense of The Corporation, to register at the Land Titles Office any change in the address for service of The Corporation or any change in the Board of Managers of The Corporation in the forms required by the Act and the regulations passed pursuant thereto and to comply with any reasonable request for the names and addresses of the persons who are members of the Board of Managers.
- r) The Manager shall assist, advise and cooperate with The Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard.
- s) The Corporation and The Manager shall periodically consult with each other with a view to revising the By-laws and any rules and regulations to further the harmonious and satisfactory operation of The Condominium for the common benefit of all Unit Owners. At the request and cost of The Corporation, The Manager agrees to forward to the Unit Owners copies of any revised By-laws, rules or regulations with a covering explanatory letter or memorandum.
- t) Provided the By-laws so authorized The Corporation and on the express direction of The Corporation and the sole cost and expense of The Corporation, The Manager agrees, in the name of and on behalf of The Corporation, to:
- (i.) Commence and prosecute proceedings pursuant to Sections 35 & 36 of the Act with respect to contravention of the By-laws;
 - (ii.) Impose and collect deposits under Section 53 of the Act;
 - (iii.) Give notices to give up possession of Units under Section 54 of the Act;
 - (iv.) Make application to the Court under Section 56 of the Act;
 - (v.) And further to account to The Corporation for any deposits received by it hereunder and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein;
- u) Subject to the direction of The Corporation, the Manager on behalf of The Corporation agrees to account for deposits pursuant to Section 53 of the Act. The Corporation agrees to pay the Manager a reasonable fee to compensate it for the expenses it incurs in producing and providing the cheques and the banking services referred to herein on behalf of The Corporation.

- v) The Manager shall not be responsible for failure to perform or have performed any of the above services caused by strikes, unavoidable casualties or any other causes beyond the reasonable control of The Manager except lack of finances of The Manager.
- 4) In discharging its responsibilities under paragraph 3 hereof, The Manager shall not make any single expenditure nor incur any non-recurring contractual obligation exceeding Five Hundred (\$500.00) Dollars without the prior written consent of The Corporation UNLESS such expenditure or obligation is provided for in the current budget of The Condominium, provided that no such consent shall be required to repay any advances made by The Manager under the terms of Paragraph 6. Notwithstanding the limitations imposed by the preceding sentence The Manager may, on behalf of The Corporation without obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or may threaten the safety of the Condominium or its owners and occupants or may threaten the suspension of any necessary service to the Condominium; or to conform to any order made by any Federal, Provincial or Municipal authority having jurisdiction to comply with building, safety or other codes.
- 5) Notwithstanding any other provision of this Agreement, The Manager is given no authority or responsibility for maintenance of or repairs to individual dwelling units in The Condominium that do not form part of the common property. Such maintenance and repairs shall be the sole responsibility of the owners individually.
- 6)
- a) The Manager agrees that all monies collected by it on behalf of The Corporation shall be deposited and kept in a trust account (separate from The Manager's personal account) in a Canadian Chartered Bank or Trust Company. Funds surplus to the current requirements of The Corporation shall from time to time be deposited in interest-bearing term deposits with such bank or trust company SUBJECT TO specific directions of The Corporation. The Manager and The Corporation acknowledge that they are aware of the investment limitations of Section 43 of the Act.
- b) All expenses of operation and management may be paid from the funds received from The Corporation and held by The Manager, and The Manager is authorized to pay any amount owed to The Manager by The Corporation from such account at any time without prior notice to The Corporation. The Manager shall have no obligation to advance funds to The Corporation for any purpose whatsoever.
- c) The Manager represents that all its employees who handle or are responsible for the safekeeping of any monies of The Corporation shall be bonded to The Manager by fidelity bond. The Manager also agrees, at the cost and request of The Corporation, to obtain and maintain fidelity bond for the benefit of and naming The Corporation therein,

such bond to be in an amount not less than the total amount of the current budget of The Corporation with thirty (30) days of the execution of this Agreement and from time to time thereafter at the request of The Corporation.

- 7) The Corporation agrees to pay to The Manager as compensation to it for the services to be rendered by The Manager in accordance with this Agreement the sum of (\$4970.00) Dollars plus Good and Services Tax per month payable in advance on the first of each and every month during the term of this Agreement, subject to any variations of such compensation set out in a budget submitted by The Manager and approved by the Board of Managers.
- 8) The Manager or an officer or employee thereof shall, unless otherwise directed by The Corporation, attend one (1) meeting of the board of The Corporation per month of no greater than two (2) hours duration and the annual general meeting of The Corporation. In the event the Board requires the Manager to attend more than 12 meetings per year, or meeting of more than two hours duration, the Manager shall be entitled to receive Fifty Dollars (\$50.00) per hours plus GST for times so spent.
- 9) To charge a nominal fee to owners for collection of non-sufficient funds or bank returned cheques to offset management costs in the collection of fees.
- 10) The Manager shall be required to record minutes of the annual general meetings however will not be required to record the meetings of the Board of Directors. The Manager is required to be the custodian of the official records and documents of The Corporation.
- 11) The Board or The Corporation may, from time to time, designate a single individual who shall be authorized to deal with The Manager on any matter relating to the management of The Condominium. The Manager is directed not to accept directions or instructions with regard to the management of The Condominium from anyone else other than a member of the Board. In the absence of any other designation by The Corporation, the President of the Board shall have this authority.
- 12)
 - a) The Manager shall have no authority without express direction to the contrary, to make any physical or structural changes in The Condominium or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of The Condominium or the safety of the owners and occupants or are required to avoid the suspension of any necessary service to The Condominium.

- b) The Manager is given no responsibility for compliance by The Corporation or by any of the owners, in respect of any ordinances, laws, rules or regulations and whether municipal, provincial, federal or made by any public authority official thereof having jurisdiction over it, except to notify The Corporation promptly, or forward to The Corporation promptly, any orders, complaints, warnings, notices, summonses or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, The Condominium complies with all such requirements and agrees to indemnify and hold harmless The Manager, its agents, servants and employees of and from all loss, cost, damage, expense or liability whatsoever which may be imposed on them or any of them reason of any present or future violation or alleged violation of such laws, ordinance, rules or regulations, except where unlawfully or negligently omitted or violated by The Manager or any of its agents, servants or employees.
- 13) At all times The Manager shall act in the best interest of The Corporation and in so acting The Manager shall not be influenced to the detriment of The Corporation by reason of any financial or other relationship it may have with any other person, firm or corporation. All information on the development, management or disposal of The Condominium or of any units or part thereof, and of The Corporation, whether financial or otherwise, shall be treated and forever held confidentially, and this provision shall survive any termination of this Agreement.
- 14) The Corporation covenants and agrees with The Manager as follows:
- a) Save and except where there is no insurance coverage as set forth herein, to indemnify and save The Manager harmless from and against all claims, demands, actions, causes or actions and suits in connection with The Condominium and from liability for damage to property and injuries or to death of any owner or any officer, agent or employee of The Corporation or other person whomsoever and to carry at its own expense public liability and property damage insurance naming The Corporation and The Manager as insured, which insurance shall be in form, substance and in amounts satisfactory to The Manager and The Corporation and to furnish to The Manager certificates evidencing the existence of such insurance upon request. Insurance coverage, which complies with the Act and the By-laws, shall be deemed to be satisfactory insurance.
- b) To pay all expenses incurred by The Manager including without limitation legal fees and disbursements on a solicitor-client basis for counsel employed to represent The Manager of The Corporation in any proceeding or suit involving an alleged violation by The Manager or The Corporation, or any one or more of them, of any provision, statute, ordinance, law or regulation including without restricting the generality of the foregoing, any law relating to environmental protections, fair

housing or fair employment (unless in either case The Manager is finally adjudicated to have personally and not in a representative capacity violated such provision, statute, ordinance, law or regulation), but nothing herein contained shall require The Manager to employ counsel to represent The Corporation in any such proceedings or suit, nor prevent The Corporation from seeking indemnity from The Manager.

- c) To provide The Manager with all documents and records available to The Corporation which may be required by The Manager to properly manage and operate The Condominium and to perform its duties hereunder. The Manager acknowledges that it has received and is aware of the provisions of the By-laws of The Corporation and the Act.
- d) To provide The Manager with a registered copy of the By-laws of The Corporation and to notify The Manager from time to time of any amendments or additions thereto.

NOTWITHSTANDING the foregoing, The Corporation shall not be obliged to make any payment to or reimburse The Manager for any cost or expense incurred by the Manager while acting outside of the course of its employment or in conducting or operating its own business or offices.

15) In the event of any dispute arising between the parties hereto relating to any question of construction or interpretation of this Agreement or of the privileges, rights, duties or liabilities of the parties hereunder or of either of them, such dispute or question shall be submitted to arbitration by notice given by either party to the other. Upon such notice being given, the dispute shall be determined by the award of three arbitrators, or by a majority of them one to be named by each party hereto, and each party shall name its arbitrator within thirty (30) days of giving notice as herein provided, and the third arbitrator shall be selected by these arbitrators within seven (7) days after both have been nominated. If either party shall neglect or refuse to name its arbitrator in the time specified, or to proceed with the arbitration, the arbitration and the award of such arbitrator shall be final and binding upon both parties. If the third arbitrator is not named within the stated seven-day period, either party may make application to the Supreme Court of Alberta for the appointment of a third arbitrator. The arbitrators shall have all the powers given by the Arbitration Act of Alberta, as amended, or any legislation passed in substitution therefore, or replacement thereof, and may at any time proceed in such manner as they may see fit on such notice, as they deem reasonable in the absence of either party if such party fails to attend. Each party shall pay its own costs and shall share equally the costs of the arbitration. The award and determination of the arbitration shall be final and binding upon both parties hereto and each party agrees not to appeal any such award or termination.

16)

- a) The Corporation and The Manager shall abide by the Act, or any legislation passed in substitution therefore or replacement thereof, and

the By-laws of The Corporation as amended from time to time, and each acknowledges and agrees that this Agreement is subject to the provisions of the Act and the By-laws and any provision in this Agreement, the Act shall prevail. The Manager agrees that it will perform its duties and obligations in a manner consistent with the By-laws of The Corporation.

- b) Words and expressions, which have a special meaning to them in the Act of the By-laws of The Corporation, have the same meaning in this Agreement unless a contrary intent is expressed in this Agreement.

17) Notwithstanding the other provisions hereof, this Agreement shall terminate upon any of the following events:

- (a) The insolvency or bankruptcy of The Manager or upon The Manager taking any steps to wind up its business voluntarily or otherwise.
- (b) On the termination of The Condominium status of any building within The Condominium Plan as it presently exists or as it may be amended.
- (c) If The Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.
- (d) If The Manager shall be in breach of trust in respect of any monies of The Corporation.

18) In the event of any third party complaint, defect, failure or omission on the part of The Manager, (save and except those set out in Clause 16 hereof), or any breach for default by The Manager in respect of this Agreement, The Corporation may give The Manager and The Manager may give The Corporation sixty (60) days written notice to cure such complaint, defect, failure, omissions, breach or default is within the control; of The Manager and all reasonable attempts have been made to cure the same, should the same not be cured or dealt with to the reasonable satisfaction of The Corporation within such time, then, upon further thirty (30) days written notice given by The Corporation to The Manager, this Agreement shall terminate on the last day of the month during which such further notice was given.

19) Upon termination of this Agreement:

- (a) The Manager shall, within sixty (60) days thereafter, render a final accounting to The Corporation and pay over any balance in The Manager's trust account remaining to the credit of The Corporation less any amounts necessary to satisfy commitments made by The Manager to others prior to the date of termination;

- (b) The Manager shall, within sixty (60) days thereafter, surrender all post-dated cheques from Unit Owners together with their accounts receivables balances, and addresses and all keys to The Condominium;
- (c) The Manager shall within sixty (60) days thereafter deliver to The Corporation all contracts, records, files and other documents or information that may be pertinent to the continuing operation of the condominium and The Corporation. The Manager shall give access to The Corporation at all reasonable times and upon reasonable notice to all such contracts, records, files and other documents or information subsequent to termination of this agreement;
- (d) The Corporation shall assume the obligations of any and all contracts that The Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement except where The Manager has withheld funds pursuant to Clause 19(a) above.

20)

- (a) Any notice or demand required or permitted herein, shall be in writing and shall be affected by delivery or by sending the same in a postage prepaid envelope registered mail, addressed to The Manager as follows:

 000,0000-*****
 Calgary, Alberta *** **

or addressed to The Corporation C/O, The President or Chairman at his address shown on the records of The Manager. Any such notice shall be deemed to have been received on the date of delivery or on the third business day following the mailing as aforesaid;

- b) Either of the parties hereto may change its address for notice by sending notice thereof to the other party.

21) This Agreement shall be non-assignable by The Manager without the prior written consent of The Corporation, which consent shall not be made at any time while The Manager is in breach or default in respect of this Agreement. A change in the majority shareholder control of The Manager from that as it exists as of the date this Agreement shall for the purposes of this paragraph be deemed to be an assignment by The Manager of its interest in this Agreement and therefore provide The Corporation the right to terminate this Agreement by providing thirty (30) days written notice to The Manager. In any event, no assignment may be made by The Manager unless concurrently therewith the Assignee enters into an agreement with The Corporation (in form and content acceptable to The Corporation) pursuant to which the Assignee covenants and agrees to and with The Corporation to observe and perform this

Agreement in accordance with the terms, conditions, covenants and agreements thereof.

- 22) The relationship of the Manager to the Corporation is that of an independent contractor and nothing contained in this Agreement shall constitute or be construed to be or create an employment relationship, a partnership or a joint venture between The Corporation and The Manager.
- 23) This Agreement shall be construed in accordance with and shall be governed by the laws applicable in the Province of Alberta..
- 24) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective corporate seals as of the day and year first above written

Dated at Calgary the _____ day of _____, 200__

Property Management Co.

Condominium Corporation NO: _____

Per: _____

Per: _____

President

Print Name

Print Name

Per: _____

Per: _____

Secretary/Treasurer

Print Name

Print Name



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "D"

**PROPOSED CONDOMINIUM OPERATING BUDGET
AND THE ESTIMATED AMOUNT OF THE MONTHLY
CONTRIBUTIONS OF EACH UNIT IN THE PROJECT**

PROPOSED Highbury Budget (For All Phases)

REVENUE	
Condo Fees	\$ 990,000.00
Managers Suite	\$ 12,000.00
Guest Suites	\$ 17,000.00
Interest	\$ 760.00
Total Revenue	\$ 1,019,760.00

ADMINISTRATION	
Management Contract	\$ 43,200.00
Insurance & Bond	\$ 38,000.00
Audit & Legal	\$ 3,000.00
Copy/Mail/Misc. Admin.	\$ 2,400.00
Common Area Property Tax (Vis. Parking)	\$ 2,000.00
Licences, Permits, Plans	\$ 250.00
Bank Charges	\$ 720.00
TOTAL ADMINISTRATION EXPENSES	\$ 89,570.00
OPERATING	
Natural Gas	\$ 240,000.00
Water & Sewer	\$ 55,000.00
Electricity	\$ 150,000.00
Waste Removal/Recycling	\$ 12,000.00
Landscaping/Weed & Feed	\$ 18,000.00
Irrigation System	\$ 3,500.00
Snow & Sanding	\$ 12,000.00
General Repairs	\$ 25,000.00
Pest Control	\$ 1,500.00
Mechanical/Plumbing Repairs	\$ 10,000.00
HVAC Maintenance Contract	\$ 12,000.00
Electrical Repairs	\$ 2,500.00
Janitorial Contract	\$ 38,000.00
Fire Prevention & Inspection	\$ 4,000.00
Security Monitoring & Telus	\$ 8,000.00
Parkade Maintenance incl. Door	\$ 12,000.00
Elevator Maintenance	\$ 18,000.00
Window Washing	\$ 12,000.00
Fitness Centre/Amenities	\$ 2,500.00
Miscellaneous/Maintenance	\$ 15,000.00
Supplies	\$ 1,200.00
TOTAL OPERATING EXPENSES	\$ 650,200.00
MANAGER AND GUEST SUITE COSTS	
Mortgage P & I - Manager Suite	\$ 30,518.00
Property Tax - Manager Suite	\$ 2,000.00
Condo Fee - Manager Suite	\$ 5,040.00
Mortgage P & I - Guest Suites	\$ 21,972.00
Condo Fee - Guest Suites	\$ 3,360.00
Property Tax - Guest Suites	\$ 1,500.00
Cleaning of Guest Suite	\$ 2,400.00
Electricity for Guest Suite	\$ 500.00
TOTAL MANAGER/GUEST SUITE COSTS	\$ 67,290.00
BUILDING STAFF COSTS	
Building Manager Salary	\$ 60,000.00
Part-time Resident Manager Assistant	\$ 18,000.00
WCB, CPP, Benefits	\$ 8,700.00
Telephone/Fax - Office	\$ 1,000.00
TOTAL BUILDING STAFF COSTS	\$ 87,700.00
RESERVE FUND CONTRIBUTION	\$ 125,000.00
TOTAL BUDGET EXPENSE	\$ 1,019,760.00

HIGHBURY PHASE I PROPOSED CONDO UNIT FEES

<u>Unit Type</u>	<u>Unit Numbers</u>	<u>Square Feet</u>	<u>Condo Fee</u>
Townhouse 1	1, 12	1,661	\$581.35
Townhouse 2	2, 3, 8, 9, 10, 11	1,312	\$459.20
Townhouse 3	6, 7	1,063	\$372.05
TH2A	5	1,431	\$500.85
TH2B	4	1,399	\$489.65
Unit A	13, 18, 19, 24, 27, 32, 35, 40, 43, 48, 51, 56, 59, 64	1,004	\$351.40
Unit B	14, 17, 20, 23, 28, 31, 36, 39, 44, 47, 52, 55, 60, 63	922	\$322.70
Unit C	25, 26, 33, 34, 41, 42, 49, 50, 57, 58, 65, 66	677	\$236.95
Unit D	15, 16, 21, 22, 29, 30, 37, 38, 45, 46, 53, 54, 61, 62	634	\$221.90
Unit E	68, 69	1,315	\$460.25
Unit F	67, 70	1,400	\$490.00
Total Living Area (for entire project)			250000 sq.ft.*
Total Budget Expense			\$990,000.00

* Total combined square to be verified at time of Condo Plan Registration



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "E"

REGISTERED BY-LAWS

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

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ADVISORY

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HIGHBURY RESIDENCES
NOTICE OF CHANGE OF BYLAWS

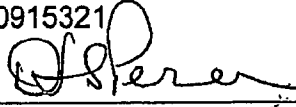
(CONDOMINIUM PROPERTY ACT, s. 32)

CONDOMINIUM CORPORATION NO. 0915321 hereby certifies that by a special resolution passed as of the 8th day of December, 2009, the Bylaws applicable to the aforesaid condominium plan were added to, amended or repealed as follows:

"UPON MOTION DULY MADE AND SECONDED IT WAS RESOLVED THAT the Bylaws applicable to Condominium Plan No. 0915321 being the Bylaws set forth in Appendix 1 of the *Condominium Property Act*, are hereby repealed and the Bylaws attached to this Special Resolution are passed in substitution and replacement therefor effective as of the date on which the Registrar of the Land Titles Office for the South Alberta Land Registration District has made a memorandum of filing hereof on the said Condominium Plan as evidenced by its signature below this 8th day of December, 2009.

The seal of Condominium Corporation No. 0915321 was hereunto affixed as of the 8th day of December, 2009 under the hands of its proper signatories set forth below.

CONDOMINIUM CORPORATION
NO. 0915321

Per: 
President - Don Perera

Per: 
Secretary/Treasurer - Judy Poole

S-

HIGHBURY RESIDENCES

BYLAWS OF CONDOMINIUM CORPORATION NO. 091 5321

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IN SUBSTITUTION FOR APPENDIX 1 BYLAWS OF
THE CONDOMINIUM PROPERTY ACT

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Alberta Personal Information Protection Act S.A. 2003 C. P-6.5 (“PIPA”) “The Board of Directors shall endeavour to keep individual owners’ personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the unit owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation.”

NOTE: These Bylaws have been passed by Condominium Corporation No. 091 5321 for the purpose of repealing, replacing and substituting the Bylaws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto.

BYLAWS OF CONDOMINIUM CORPORATION NO. 091 5321

DEFINITIONS AND INTERPRETATION

1. In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

- a) "Act" means the *CONDOMINIUM PROPERTY ACT*, Revised Statutes of Alberta, 2000, chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefore;
- b) "Applicable Law" means all applicable provisions of laws, statutes, ordinances, Bylaws, rules, regulations and orders of all governmental legislative, administrative or other bodies (whether federal, provincial, municipal or otherwise);
- c) "Board" means the Board of Directors of the Corporation;
- d) "Buildings" means for the purposes of these Bylaws and the Act, the South East Tower, including the townhouses, the South Tower, and the North Tower of the Project.
- e) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- f) "Capital Replacement Reserve Fund" means a fund established in accordance with provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, the real and personal property of the Corporation and the Common Property;
- g) "Common Expenses" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- h) "Common Property" means:
 - i) so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan; or
 - ii) The Common Property Units;which the Corporation is to administer, control, manage, maintain and repair by these Bylaws as it would the rest of the Common Property.
- i) "Common Property Units" means the Unit or Units to be transferred to the Corporation by the Developer upon completion of the Project.
- j) "Condominium Plan" means the Condominium Plan(s) registered under the Act;

- k) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 091 5321";
- l) "Developer" means **PERERA Shawnee Ltd.** or any successor or assign thereof;
- m) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on Ordinary Resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds for policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;
- n) "Interest Rate" means eighteen (18%) percent per annum or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- o) "Manager" means any property manager contractually appointed by the Board;
- p) "Occupant" or "Tenant" means a person present in or on, or a person in possession of a Unit or of the real property of the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members, invitees, licensees, servants, customers and guests of such Occupant or Tenant;
- q) "Ordinary Resolution" means a resolution:
 - i) passed at a properly convened meeting of the Corporation by a majority of not less than fifty one (51%) per cent of all the persons present at such a meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws;
 - ii) in writing signed by not less than fifty one (51%) per cent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 5001 of the Unit Factors for all of the Units;
- r) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a Tenant;
- s) "Parcel" means the land comprised in the Condominium Plan;
- t) "Parking Unit" or "Parking Unit Owner" means, respectively, the Units that are used or intended to be used for parking of vehicles (and, if applicable, storage in

approved enclosed areas) or the persons who are registered as "Owners" thereof;

- u) "Phase" means the first Phase (South East Tower and Townhouses), Phase two (South Tower) and Phase three (North Tower).
- v) "Privacy Area(s)" means the balcony, terrace or patios areas immediately adjacent to and affixed to a Unit to which such Unit Owner has sole access;
- w) "Private Motor Vehicle" means small, medium and full-size cars, station wagons, light trucks up to ¾ ton size, vans, mini-vans, motorcycles and sport utility vehicles;
- x) "Project" means the Parcel and the Buildings, improvements, recreational facilities, chattels and property of every kind situated within, under or upon such Parcel (except those chattels which are the separate property of the Owners or Occupants of Units);
- y) "Regulation" or "Regulations" means the *Condominium Property Act* Regulation currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- z) "Residential Unit" or "Residential Unit Owner" means, respectively, Units #1 to #71 inclusive (and includes space for storage and parking), or the persons who are registered as "Owners" thereof;
- aa) "Special Resolution" means:
 - i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than seventy five (75%) per cent of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws and representing not less than 7500 of the Unit Factors for all the Units; or
 - ii) a written resolution signed by not less than seventy five (75%) per cent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 7500 of the total Unit Factors for all Units;
- bb) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- cc) "Storage Units" or "Storage Unit Owners" means, respectively, the Units that are used or intended to be used for storage or the persons who are registered as

"Owners" thereof;

- dd) "Unit" means a space situated within a building and described as a Unit in the Condominium Plan by reference to floors, walls and ceilings within the building and shall include for the purpose of these Bylaws:
- i) all window screens and screen doors;
 - ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;
 - iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;
 - iv) all non-load bearing partitions, including their studs;
 - v) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air-conditioning systems for the Unit;
 - vi) all electrical appliances and fixtures and all insulation in the Unit;
 - vii) all Unit plumbing (EXCLUDING heating), including pipes and fixtures, inside the interior finishing of the Unit including but not limited to:
 - (A) bathroom fixtures such as baths, toilets and sinks;
 - (B) bathtub trap;
 - (C) kitchen sink and pipes under sink; and
 - (D) all water taps (kitchen and bathroom).
 - viii) all interior doors and hardware; and
 - ix) all Unit electrical including but not limited to panel circuit breakers, wall plugs, wire, fixtures, cables and conduits within the interior finishing of the Unit; and
- ee) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them

in the LAND TITLES ACT of Alberta of the LAW OF PROPERTY ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefore. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and word importing persons include firms and corporations and vice versa, where the context so requires.

MISCELLANEOUS PROVISIONS

2. In addition.

a) HEADINGS

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw;

b) RIGHTS OF OWNERS

The right and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;

c) CONFLICT WITH ACT

If there is any conflict between the Bylaws and the Act, the Act prevails;

d) EXTENDED MEANINGS

If and whenever reference hereunder is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.

DUTIES OF THE OWNERS

3. An Owner **SHALL**:

- a) Subject always to the Act, permit the corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
- i) Inspecting the Unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;
 - ii) Maintaining, repairing or renewing the Common Property;

- iii) Ensuring that the Bylaws are being observed;
- iv) Doing any work for the benefit of the Corporation generally;
- v) Gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

- b) forthwith:
 - i) carry out all work that may be ordered by any municipality or public authority in respect of his Unit; and
 - ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c) duly and properly clean, wash, repair, maintain and replace:
 - i) the interior finishing of the Unit inwards and all improvements and additions thereto and all pipes, wires, taps, toilets, sinks, and appliances within the Unit;
 - ii) all windows of the Unit that are located on the interior walls of the Unit and the French glass doors, the latter which the corporation will, as required, install and replace at the expense of the Owner, and an Owner shall wash the inside surface of the glass balcony panels and all windows or French glass doors that are accessible to the Occupant. An Owner shall paint the interior trim of all windows and doors and shall maintain and replace all window screens and window hardware;
 - iii) the doors of a Unit located on the interior walls of a Unit, all door hardware, all screen doors and the interior finishing of Unit access doors;
 - iv) the light fixtures and their bulbs attached to the exterior of the Unit; and
 - v) in a clean and slightly condition, any Privacy Area (and any plants or landscaping therein) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 57 and, if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 57 shall apply;

BUT EXCLUDING the painting of the exterior surface or finishing of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eaves troughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and the damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- d) not paint nor make any repairs, additions or alterations to the exterior of his Unit or the building (INCLUDING interior and exterior load bearing and partition walls) of which his Unit forms a part or to the common plumbing, common mechanical or common electrical systems within his Unit without first obtaining the written consent of the Corporation;
- e) use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- f) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- g) notify the Corporation forthwith upon any change of Ownership or of any mortgage, lease or other dealing in connection with his Unit;
- h) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to his Unit to similarly comply;
- i) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- j) pay to the Corporation all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his Unit, and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- k) if one wishes the Corporation to respond to suggestions, questions or complaints, express them in writing placed in an envelope delivered to a Board Member or the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board or the Manager; and

- l) deposit with the Corporation, if requested, twelve (12) duly elected post-dated cheques or automatic monthly bank debit for duly assessed condominium contributions;
- m) pay to the Corporation on demand any Corporation or bank charges for any late payment or "NSF" cheque written by such Owner; and
- n) refrain from any activity on the roof, landscaped areas, patios, balconies or deck areas of an Unit which would in any way compromise the integrity of the structure and in particular, the waterproofing membranes of the Building underneath the deck of such Unit. Without restricting the generality of the foregoing, the Owners shall not plant any gardens or lawns or place any garden boxes or other objects including furniture of a weight or size which would, after a period of time, damage the surface sealing of the deck, and then only such items as shall receive the approval of the Board prior to installation.

DUTIES OF THE CORPORATION

4. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:

- a) Control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- b) Do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws;
- c) Maintain and repair (INCLUDING renewal where reasonably necessary) the elevators (INCLUDING shafts and pits), exterior lighting, the automatic garage doors, all heating and air conditioning systems, the security system, all electrical and mechanical rooms, and all door locks and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities of the furnishing of utilities of the time being existing in the Parcel and capable of being used in connection with the employment of more than one (1) Unit or Common Property;
- d) Provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premium or premiums in respect thereof;

- e) Subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Units (INCLUDING windows and doors) to maintain and repair:
- i) The exterior or outside surfaces of the Buildings comprising the Units (INCLUDING windows and doors except to the extent the Owner is required to repair and maintain under Bylaw 3(c);
 - ii) Any leakage around windows;
 - iii) All other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 57;
 - iv) all parking Units, landscaped areas, common sidewalks, parkade ramp, automatic garage doors;
 - v) the garbage room and containers;
 - vi) all structural columns inside a Unit;
 - vii) all vents on the exterior of a Unit;
 - viii) all balcony, terrace or patio walls, rails, fencing and related posts and all common utility services within, on, in , under or through the Units and Common Property, and all utilities outside the interior finishing of the floors, walls or ceilings of a Residential Unit, including the underground sprinkler system;
- f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the CREDIT UNION ACT;
- g) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of Units for which the Corporation is responsible, any real and personal property owned by the Corporation and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken

from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and not part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. The Board shall:

- i) prepare an annual report for each fiscal year respecting the Capital Replacement Reserve fund, setting out at least the following:
 - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
 - (C) a list of depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- ii) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt within the Capital Replacement Reserve Fund report;
- iii) at the conclusion of five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund;
- iv) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as to the Board may seem justifiable in the management or administration of the entire Project;
- i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the hallways, stairs and stairwells, mailboxes, the amenities area, intercom and security systems, lobby,

the entrance canopy, vestibule, fire prevention system and boxes, the electrical room, the emergency generator room, the mail room, the parkade ramp, the parkade and the automatic garage doors, and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 57 shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;

- j) provide adequate garbage receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- k) 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;
- l) 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;
- m) establish and maintain trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any trees or shrubs which die; and
- n) repair, replace and maintain thermostats, zone valves and fan coil Units within a Unit;
- o) repair, replace and maintain party walls separating Units. If the reason or cause for such repair, replacement or maintenance is the negligent act or omission of a Unit Owner, the cost of such repair (or the amount of the insurance deductible if an insured loss) will be charged to the negligent Owner;
- p) repair, replace and maintain exterior windows and doors unless the reason or cause for such repair, replacement or maintenance is the negligent act or omission of a Unit Owner in which event the cost of such repair (or the amount of the insurance deductible if an insured loss) will be charged to the negligent Owner;
- q) wash at least twice yearly, all exterior Unit windows that are not accessible to an Occupant and all Common Property windows.

POWERS OF THE CORPORATION

5. In addition to the powers of the Corporation set for the 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%) per cent 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 for the in Section 43 of the Act;
- e) make an agreement with an Owner, Tenant or other occupier of an Unit of the provision of amenities or services by it to the Unit or to the Owner, Tenant or occupier thereof;
- f) grant to an Owner a lease in respect of areas adjoining or relating to such Owners' Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchaser's, tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminated on thirty (30) days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property being patios, terraces or balconies or special privileges in respect thereof, and , except for the provisions of these Bylaws relating to such patios, terraces or balconies attached to each Unit, and such grant to be terminated on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment 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 of the Act and all subsequent proceedings relating thereto;
- i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;

- j) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- k) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- 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) provide and maintain a fund to take care of 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 unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- n) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- o) acquire parking Units for purposes of visitor parking, resale or otherwise;
- p) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- q) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise Bylaw, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the BUSINESS CORPORATIONS ACT OF ALBERTA (as amended and replaced from time to time) and do all things and have such rights, powers and privileges if a natural person;
- r) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw.

THE CORPORATION AND THE BOARD

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

COMPOSITION OF THE BOARD

7. The composition of the Board shall provide that:

- a) The Board shall consist of not fewer than three (3) nor more than nine (9) Owners or legal or common law Spouses of the Owners or representatives of corporate

Owners or representatives of mortgagees who have notified their interest 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) Where a Unit has more than one (1) Owner, only one (1) Owner in respect of that 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;
- 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; and
- f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election or membership on the Board.

TERM OF OFFICE AND RETIREMENT FROM BOARD

8. Each Board member shall be elected for a one (1) year term. At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

ELIGIBILITY FOR RE-ELECTION TO BOARD

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

REMOVAL FROM BOARD

10. The Corporation may, by Ordinary Resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.

CASUAL VACANCY ON BOARD

11. Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7.

QUORUM FOR BOARD

12. A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members and four (4) where it consists of

seven to nine (9) members. 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 receipt of due and proper notice of the meeting.

OFFICERS OF THE CORPORATION

13. At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and /or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the chairman of the Board and shall have a casting vote in addition to his original vote to break a tie vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) offices.

CHAIRMAN OF BOARD MEETINGS

14. The President shall act as Chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-president, the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. All meetings of the Board shall be held within the City of Calgary unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. Voting by Board members shall be governed as follows:

- a) At meetings of the Board all matters shall be determined by simple majority vote.
- b) A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- c) Where a Board member has a material interest in any agreements or transactions to which the corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.
- d) All meetings of the Board and the Corporation shall be conducted according to

the rules of procedure adopted by the Board.

FURTHER POWERS OF BOARD

17. The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b) appoint or employ for and on behalf of the Corporation such agents or 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) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property Manager or agent for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager hold funds for the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:
 - i) the total amount of any Capital Replacement Reserve funds in the hands of or controlled by the Manager; and
 - ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - iii) a sum representing the average monthly amount of cash in the control of the Manager.

At all times when the Board consists only of nominees of the Developer no such

contract shall provide for an initial term in excess of one (1) year and the termination provisions of Section 17 of the Act shall apply thereto;

- e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee;
- f) 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 to be issued by it under the Act or pursuant to these Bylaws.

ADDITIONAL DUTIES OF THE BOARD

18. The Board SHALL:

- a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant or certified general accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited Financial Statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the

Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

- i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

DEFECTS IN APPOINTMENT TO BOARD

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

VACATING OFFICE OF BOARD MEMBER

20. The office of a member of the Board shall be vacated if the member:
- a) by notice in writing to the Corporation resigns his office;
 - b) dies;
 - c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
 - d) becomes bankrupt;
 - e) becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the MENTAL HEALTH ACT;
 - f) is convicted of an indictable offence;
 - g) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;

- h) ceases to qualify for membership pursuant to Bylaw 7;
- i) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution;
or
- k) commences any legal proceedings against the Board or the Corporation.

SIGNING AUTHORITIES

21. The Board shall determine, by resolution from time to time, the manner in which officer or officer shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any officer or officers.

CORPORATE SEAL

22. The Corporation shall have a corporate seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least two (2) members of the Board, or if two (2) members of the Board are unavailable and only then with the authorization of the Board can one person be present or by the persons as may be authorized from time to time by resolution of the Board.

ANNUAL GENERAL MEETINGS

23. The first annual general meeting of the non-Developer Owners shall be convened by the Board within the time prescribed by the Act. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Each such meeting shall be held within the city of Calgary, unless the Owners agree, by Ordinary Resolution, to hold such meeting in another location.

EXTRAORDINARY GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called extraordinary meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

25. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than fifteen (15%) per cent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors

represent not less than fifteen (15%) per cent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) per cent of the total Unit Factors convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Boards' receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

NOTICE OF GENERAL MEETINGS

26. A minimum of seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

27. All business that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting, shall be deemed special business. Items of special business must be set forth in the notice of general meeting;

QUORUM FOR GENERAL MEETINGS

28. Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

29. If within ten (10) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes for the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

CHAIRMAN FOR GENERAL MEETINGS

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

ORDER OF BUSINESS FOR GENERAL MEETINGS

31. The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- i) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- ii) call to order by the Chairman and establish quorum;
- iii) proof of notice of meeting or waiver of notice;
- iv) reading and disposal of any unapproved minutes;
- v) reports of officers;
- vi) reports of committees;
- vii) financial report;
- viii) appointment of auditors and solicitors;
- ix) resignation of the Board;
- x) election of Board;
- xi) unfinished business;
- xii) new business; and
- xiii) adjournment

VOTING BY SHOW OF HANDS

32. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

POLL VOTES

33. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the

result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meetings entitled to a casting vote in addition to his original vote. A demand for a poll may be withdrawn.

VOTING CALCULATION

34. On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.

VOTES PERSONALLY OR BY PROXY

35. Votes at any general meeting may be given either personally or by proxy.

PROXIES

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

ELIGIBILITY TO VOTE

37. An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

VOTE BY CO-OWNERS

38. Votes by Co-Owners will be governed by the following terms:

- a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll;
- b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

RESOLUTION OF THE OWNERS

39. A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

SUCCESSIVE INTERESTS

40. Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on show of hands or a poll.

TRUSTEE VOTE

41. 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 those persons shall not vote.

VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

VIOLATION OF BYLAWS

43. Where there is a violation of these Bylaws:

- a) Any infraction or violation or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servant, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;
- b) The Corporation may recover from an Owner by an action for debt in any court of

competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;

- c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If the Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Tenant and shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw;
- d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder the Corporation may proceed under Section 36 of the Act to enforce the sanction;
- e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

DAMAGE OR DESTRUCTION

44. Damage or destruction shall be governed by the Board in the following manner:

- a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) per cent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting and give at least ten

(10) days' notice by registered mail to all registered mortgagees;

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect;
- b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner;
 - c) 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, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater;
 - d) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;

- e) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by himself, members of his family, his tenants or members of their families, his invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only to the extent of the insurance deductible); 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 profit and all 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 together with interest thereon as herein provided for overdue assessments and such monies 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.

INSURANCE

45. The insurance of the Corporation shall be governed by the following terms:

- a) The Board, on behalf of the Corporation, the Board, and the Owners, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
- i) Fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring: (A) all of the insurable Common Property; (B) all insurable property of all Corporation, both real and personal of any nature whatsoever; (C) all of the Units including all improvements and betterments made to the Units by the Owners of which the Board has knowledge (BUT EXCLUDING furnishings and other personal property of each Owner whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insured; (D) all Owners from time to time; (E) all mortgagees who have given written notice to the Corporation; (F) the Corporation; and (G) the Board of Directors and any person referred to in Bylaw 17 hereof (hereinafter collectively called the "Insured's") as their respective interest may appear;
 - ii) Boiler, vessel and elevator insurance;
 - iii) Public liability insurance insuring the Corporation, the Board, and the Owners against any liability to the public and /or to the Owners and their invitees, licensees or tenants, incidental to the Ownership and/or use of the Common Property and such insurance shall be limited to liability in any amount not less than Five Million (\$5,000,000.00) Dollars, inclusive for

bodily injury and /or property damage per occurrence;

- iv) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from the time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager or officer of the Corporation;
 - v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
 - vi) Liability insurance for the Corporation arising out of the Ownership, use or operation of any machinery, equipment, and vehicles;
 - vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;
- b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- i) That in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - ii) Standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - iv) The policy shall be written on a stated amount basis;
 - v) A cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured;
- c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any other property of the Corporation, the Board shall review and adjust the level of insurance.

coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate;

- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefore and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The Master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;
- e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- f) The Owners may and upon written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused;
- g) In the event a claim is made under any insurance policy of the Corporation and the Board, in its sole discretion, determines that the Owner is responsible for the loss or damage that gave rise to the claim, the Corporation may recover the deductible portion of the claim from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation from the Owner for the amount of the deductible and all costs, charges and liabilities associated therewith incurred by the Corporation.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

46. The particulars that govern the contributions for Common Expenses and budgets shall include that:

- a) The Common Expenses of the corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units or as otherwise specified

herein and, without limiting the generality hereof, shall include the following:

- i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of more than one Owner and not charged directly to any one Owner either by meter or otherwise;
- ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- iii) All the charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for snow and debris removal from Common Property not designated as a Privacy Area;
- iv) All charges on account of lighting fixtures situated on any Unit owned by the Corporation or on Common Property except the balcony, terrace or patio light fixture on any Unit;
- v) All charges on account of maintenance for any resident Manager's suite or guest suite(s) owned or leased by the Corporation, or those portions of a Unit or Common Property for which the corporation is responsible under these Bylaws;
- vi) All costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
- vii) All insurance costs in respects of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (INCLUDING Capital Replacement Reserve Fund Studies) fees and disbursements;
- ix) 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;
- x) Maintenance of the exterior walls and other structural costs of the building;
- xi) The cost of maintaining fidelity bonds as provided in these Bylaws;

- xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xiii) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property;
- b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit or to such other address as notified to the Manager or the Corporation:
- i) A copy of the budget for the ensuing fiscal year; and
 - ii) A notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year;
- c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year, The budget shall include a reasonable provision for contingencies and replacements ("Capital Replacement Reserve Fund");
- d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget;
- e) The Common Expenses set forth in each contribution shall be payable to the corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive installments payable, in advance on the first day of each month, the first installment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;
- f) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
- i) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;
 - ii) any expenses that relate directly and solely to the maintenance or operation of the Residential Units shall be paid by the Residential Unit Owners as the Board may determine;

- iii) any expenses which relate directly and solely to the maintenance and operation of the Parking Units shall be paid by the Parking Unit Owners as the Board may determine;
 - iv) any expenses which relate directly and solely to the maintenance and operation of the Storage Units shall be paid by the Storage Unit Owners as the Board may determine; or
 - v) any expenses that relate directly and solely to the maintenance or operation of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance or operation, as the Board may determine.
- g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- h) The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within ten (10) days:
- i) The amount of any contribution determined as the contribution of the Owner;
 - ii) The manner in which the contribution is payable;
 - iii) The extent to which the contribution has been paid by the Owner, and
 - iv) The interest owing, if any, on any unpaid balance of a contribution;
- and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein;
- i) Upon the written request of an Owner, purchaser or mortgagee of an Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- i) A statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - ii) The particulars of:
 - (A) Any action commence against the Corporation and served upon the Corporation;

- (B) Any unsatisfied judgment for which the Corporation is liable; and
- (C) Any written demand made upon the Corporation for an amount in excess of five thousand (\$5,000.00) dollars, that, if not met, may result in an action being brought against the Corporation;
- iii) The particulars of or a copy of any subsisting management agreement;
- iv) The particulars of or a copy of any subsisting recreational agreement;
- v) A copy of the current budget of the Corporation;
- vi) A copy of the most recent financial statements, if any, of the Corporation;
- vii) A copy of the Bylaws of the Corporation;
- viii) A copy of the minutes of proceedings of a general meeting of the Corporation or of the Board;
- ix) A copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property, including a parking stall or storage Unit;
- x) The particulars of any post-tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
- xi) A statement setting forth the amount of the Capital Replacement Reserve fund;
- xii) A statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
- xiii) A statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included in the Condominium Plan;
- xiv) In the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribe in Section 45 of the Act;
- j) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period, but the contributions are fixed. No Owner can exempt himself from liability for his

contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit;

- k) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

SPECIAL ASSESSMENTS

47. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to their Unit Factors or in accordance with Bylaw 46 (f). All such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF ASSESSMENTS

48. Default in payment of assessments and lien for unpaid assessments, installments and payments:

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner, the Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner;

- b) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the states or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d) In the event of any assessment against or installment 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 contributions, assessments, installments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice;
- e) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

ESTOPPEL CERTIFICATE

49. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

LEASING OF UNITS

50. In the leasing of Units, the following provisions shall govern:

- a) In the event that any residential Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the residential Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations;
- b) The Corporation IS HEREBY AUTHORIZED TO:
 - i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - ii) Give notices to give up possession of residential Units under Section 54 of the Act; and
 - iii) Make applications to the Court under Sections 55 and 56 of the Act;
 - iv) No Tenant shall be liable for the payment of monthly condominium contributions under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of such contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner. For greater certainty, the maximum liability of the Tenant hereunder is the monthly rent owed by the Tenant to the Owner of the Unit.

SEVERABILITY

51. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

NOTICES

52. Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or other known address or if left with the Owner or some other adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the

Corporation. Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws.

NOTICE OF DEFAULT TO MORTGAGEES

53. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

DEBT RETIREMENT ON TERMINATION

54. Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors subject to the interests of any mortgagees.

COMPANY WHICH IS MEMBER OF BOARD

55. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall be given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

ALTERNATE BOARD REPRESENTATIVE

56. A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

PRIVACY AREAS AND PARKING AREAS

57. Privacy and parking areas shall be governed by the following terms:

- a) The Owner of a residential Unit shall have the exclusive use of any balcony, terrace an/or patio area immediately adjacent and affixed to his Unit to which he has sole access, which shall constitute a Privacy Area granted to an Owner pursuant to Bylaw 5. Any landscaping or decoration of such balconies, terraces or patios may only be carried out after the express written consent of the Board has been obtained therefore and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;
- b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder;
- c) While any such Privacy Area is not included in the Condominium Plan as part of a condominium Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such Privacy Area shall be maintained in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush, snow and debris from the driveway, parkade ramp and common walkways, sweeping the parkade and structurally maintaining parking areas, storage areas, balconies, terraces or patios and walkways to a standard considered reasonable by the Board;
- d) If an Owner shall fail to properly maintain (except painting, refurbishing and structurally maintaining) any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;
- e) The term Privacy Area does not include any rail or similar structure bordering any designated Privacy Area;
- f) The Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility;
- g) The Corporation and its servants and agents shall, notwithstanding the grant of any lease, right, license or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation;

REALTY TAXES

58. The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or part of the Units and the Common Property comprising the condominium Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

INDEMNIFICATION OF OFFICERS AND MANAGERS

59. The Corporation shall indemnify every member of the Board, Manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss damage, costs and expenses incurred or suffered by the Corporation by reason or arising out or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a common expense of the Corporation.

NON-PROFIT CORPORATION

60. The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 5(I).

USE AND OCCUPANCY RESTRICTIONS

61. The use and occupancy of Units shall be governed by the following terms:

- a) In this Bylaw:
 - i) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
 - ii) "Owner" includes a Tenant;
- b) A residential Owner SHALL NOT:
 - i) use his Unit or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such Unit unless such use is approved by the Board and constitutes an authorized, permitted or discretionary use or is an approved "home occupation" or live/work Unit for Units #1 to #12 all as defined in the relevant City of Calgary Municipal Bylaw, nor for any purpose which may be illegal or injurious to the reputation of the Project;
 - ii) keep or allow any animal, snake, reptile, livestock, fowl or pet of any kind at any time to be in his Unit on the Common Property or on any Corporation property without the specific approval in writing of the Board, which approval the Board may arbitrarily and may, if given, be withdrawn at any time on seven (7) days' notice to that effect. All dogs and cats must be hand leashed and kept under control at all times. Any municipal Bylaws in effect in the City of Calgary with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce City Bylaws on the Common Property. An Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property necessitated by and caused by an approved pet. An Owner shall clean up any animal defecation immediately from either the Common Property or their Privacy Area;
 - iii) use or permit the use of his Unit other than for residential purposes; except as defined in 62.b)i) above.
 - iv) permit his Unit to be occupied as a place of residence by more than five (5) persons (whether adult or minor) at any given time without the consent in writing of the Board nor shall the number of persons occupying a Unit exceed the numbers permitted by any Municipal or Provincial law or authority;
 - v) permit laundry to be hung other than inside the Unit;

- vi) shake mops or dusters of any kind nor throw anything out any windows in his Unit on the Common Property, nor permit anything of this kind to be done;
 - vii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - viii) be responsible for snow removal other than from the balcony, terrace or patio adjoining his Unit;
 - ix) feed or harbour pigeons, gulls or other birds from the balcony, terrace or windows of his Unit or on the Common Property;
 - x) render a Unit unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests);
 - xi) cook on a balcony other than using a gas barbeque which is to be covered at all times when not in use, with a suitable barbeque cover that is in good condition, and that the natural gas supply valve supplying natural gas to the barbeque is to be in the off position at all times when the barbeque is not in use;
 - xii) except in the entrance way, kitchen and bathrooms of his Unit fail to keep all floors in his Unit covered with wall to wall carpet or hardwood flooring with properly installed acoustic underlay without the express, prior written consent of the Board which shall, amongst other things, consider elements of sound control and attenuation with respect to any proposed floor covering variations;
- c) Any Owner SHALL NOT:
- i) make or permit noise in or about any Unit or the Common Property, allow any odour to emanate or escape from his Unit, or obstruct any sight line which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit, which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. No workmen or contractor shall be permitted to do any work in any Unit that would disturb any other Unit Owner;
 - ii) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without the prior written approval of the Board;

- iii) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping, or eating accommodation) on any parking Unit or on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board;
- iv) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, clothes lines, clothes, boots, shoes, personal belongings, garbage disposal equipment, recreational or athletic equipment, fences, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property except as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
- v) overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials in his Unit, or on the Common Property, normal cleaning products excepted;
- vi) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- vii) do anything or permit anything to be done by any occupier of his Unit in his Unit, or the Common Property that is contrary to any statute, ordinance, Bylaw or Regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- viii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place any objects on the Common Property to interfere with the maintenance of the grounds generally;
- ix) deposit customary refuse and garbage outside his Unit other than in proper secure garbage bags placed in containers or enclosures provided by the Corporation. Newspapers are to be placed in trash bags or rolled and tied. All bulk waste items such as discarded household furnishings, packing cartons or crates which the city of Calgary Solid Waste Services Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense. No Owner shall leave garbage outside a Unit or on a Privacy Area;

- x) erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays of any kind on the Common Property including any Privacy Area assigned to him or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written approval of the Board;
- xi) permit any employee, member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- xii) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, employees, guests or visitors or their vehicles;
- xiii) make or cause to be made any structural, common and mechanical, common plumbing, common drainage, gas system or common electrical changes, alterations or additions to his Unit or any structural alterations to be made to the outer boundary of any Unit including load bearing walls or any ceiling or floor without first having the design specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- xiv) use his balcony or patio or other areas outside of his building for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, belonging to an Owner's household be put away inside such Unit when not in actual use, however, lawn furniture on a balcony, terrace or patio is permitted. Bicycles are to be put in the bike storage area in the parkade and are not to be taken through the Common Property to Units or kept on balconies, terraces or patios;
- xv) install any flags or wind chimes without the prior written approval of the Board;
- xvi) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;

- xvii) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
 - xviii) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems utilities areas, building maintenance, storage areas not specifically assigned to him under Bylaw 57, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
 - xix) use or permit to be used any draperies or window coverings that are visible from the exterior of the building unless such draperies are not a neutral, white, off-white or ivory shade, or are so lined, and shall not use foil or other opaque material on any window;
 - xx) use or permit any member of his household, guests or visitors to use, any of the recreational facilities or amenities or any portion of the Common Property except in strict accordance with any rules and regulations therefore which may be established by the Board from time to time and upon publication of a rule or regulation so made by the Board, the same shall be binding upon each occupier of a Unit, his visitors and guests and any violation of such rules and regulations may result in the loss of use of the recreational amenities for a period as decided by the Board;
 - xxi) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas or other decorations that will be visible from the exterior of the Unit with the exception of the time period between December 1st of each year to February 28th of the following year.
- d) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsection (b) and (c) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:
- “I, _____, covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *CONDOMINIUM PROPERTY ACT*, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy”.
- e) The following rules and regulations govern the use of all parking areas. Any Owner SHALL NOT:
- i) permit any person to use or occupy a parking Unit unless such person is

the lawful Occupant of a Unit or their guest;

- ii) use the common driveway or any part of the Common Property other than for ingress to and egress from a parking Unit;
- iii) wash motor vehicles anywhere on the Project, except in the designated car wash bay;
- iv) carry out any repairs or adjustments to motor vehicles on the Project;
- v) allow motorcycles, trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored other than in his own parking Unit. Such vehicle or equipment must fit entirely within the parking Unit and still allow reasonable access to that parking Unit and adjoining parking Units;
- vi) drive any motor vehicle on the Common Property at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- vii) allow a visitor to his Unit to park his motor vehicle anywhere on the Project except in a stall designated by the Board for visitor parking;
- viii) allow any propane powered vehicle to be brought into, kept or stored in the underground parkade;
- ix) bring onto the Project any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical malfunction, which is a source of other annoying noises or odours, or which leaks oil or gasoline;
- x) allow any Private Motor Vehicle to run longer than the minimum time required entering or exiting the parkade. Motors must be turned off when the vehicle is parked;
- xi) allow any Private Motor Vehicle parked on his Privacy Area stall to leak oil or grease on to such stall, If such leak occurs, such Owner shall be responsible to clean the stall of such oil or grease as soon as reasonably possible;
- xii) park or store any motor vehicles or allow any member of his household to park or store any motor vehicle on those areas of the Project designated for Visitor parking without the prior written consent of the Board;
- xiii) store any personal possessions in a parking Unit except in approved storage lockers;

- xiv) allow his Unit, parking Unit or Privacy Area assigned to him to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
 - xv) obstruct or permit any parking areas to be obstructed by his family, employees, guests or visitors of their vehicles;
 - xvi) use the parking Units except for the purpose of parking operable motor vehicles in accordance with the provisions of that certain restrictive covenant registered in the Land Titles Office for the South Alberta Land Registration district.
- f) The following rules and regulations govern the use of all storage lockers:
- i) each Owner shall use his storage locker only for the storage of non-perishable property owned by him;
 - ii) no portion of such storage locker shall be used for human or animal occupancy;
 - iii) no goods, materials, chattels or other property shall be stored in any such storage locker which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
 - iv) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or inflammable materials are permitted in such storage locker;
 - v) each Owner agrees that the Corporation shall have the right to enter into and upon any storage Unit at all reasonable times for the purposes of inspecting the storage locker and ensuring compliance with these rules and regulations;
 - vi) an Owner may only store goods, materials, chattels or other property in his storage locker that are actually owned by him;
 - vii) each Owner agrees to keep his storage locker securely locked at all times;
 - viii) the Corporation is under no obligation as to the condition, temperature to be maintained or fitness of the storage locker for the particular or general purposes of the Owner;
 - ix) all goods and materials stored in the assigned storage locker are at the

Owners' sole risk. Each Owner acknowledges that he is obligated to obtain and maintain in force sufficient insurance to protect the goods stored by him in his storage locker against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever, Each Owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner, his guest, licensees or invitees in or upon his storage locker;

- x) any Owner shall not sell, partition or otherwise divide any interest in the Storage locker so as to diminish its size
 - xi) those portions of the Common Property adjacent to the storage locker shall not be used by the Owner other than for access to, egress from the storage locker;
 - xii) any Owner or occupier shall not erect any structures, improvements, or fixtures on or within any part or portion of the storage locker without prior written consent of the Board.
 - xiii) if an Owner defaults under any provision of these rules and regulations and such default is not cured to the reasonable satisfaction of the Corporation within seven (7) days after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use his storage locker and may, at its sole option:
 - A) require that the goods and materials of the Owner be removed from the storage locker forthwith; and
 - B) if the Owner fails to remove his goods and materials, the Corporation may consider such goods and materials abandoned and enter the storage locker and remove to a location of its choice or dispose of such goods and materials. The Corporation may dispose of such goods and materials by public auction or private sale or return the goods to the Owner's last known address and, after such disposal, the Corporation is relieved of all further obligations or liability to the Owner. It is presumed that any property left or abandoned by the Owner does not exceed One Hundred (\$100.00) Dollars in value.
- g) The restrictions in use of Units have the following purposes:
- i) To provide for the health and safety of condominium Occupants:
 - ii) To maintain the Common Property and Units in such a manner as to

preserve property values, and

- iii) To develop a sense of community.

AMENDMENT OF BYLAWS

62. These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise, The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal fourteen (14) days prior to the date of any such Special Resolution.

CHANGE OF LEGISLATION

63. Should the Act be amended and changed in the future then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

MEDIATION AND ARBITRATION

64. Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the ARBITRATION ACT.

DEVELOPER'S MANAGEMENT AND RIGHTS

65. Occupancy is subject to the following age restrictions:

- a) During such time as the Developer, its successors or assigns, is the Owner of one or more Units, it shall have the right:
 - i) to maintain a reasonable number of Units, whether owned or leased by it, as display Units for this Project and to carry on all sales functions it considers necessary from such Units. In particular, but without limiting the generality of the foregoing, the Developer, or such affiliated party, together with its agents, employees and mortgage inspectors, shall be entitled to bring and allow prospective purchasers in and upon the Common Property and portions thereof;
 - ii) to the use of the Common Property for the purpose of displaying signs to indicate the sale of Units and will be entitled to effect all other reasonable use of the Common Property and Units to assist in completion of the Project and to assist in selling any of the Units including the use of show suites for such purposes and including the bringing and allowing of prospective purchasers in and upon the Project and portions thereof and allowing access upon the Common Property to the contractors to complete

the Project.

- b) During such time as the Developer of the Project , or a party affiliated with the Developer, is the Owner of one (1) or more Residential Units, the Developer, or the party affiliated with the Developer, as the case may be, shall not be obligated to make any contributions for assessments of Common Expenses related to such Unit(s) until the first day of the month following the date on which the Unit(s) are complete and ready for occupancy;
- c) During such time as the Developer of the Project, or a party affiliated with the Developer, is the Owner of one (1) or more Residential Units, and provided such Unit(s) have never been occupied, the Developer, or the party affiliated with the Developer, as the case may be, shall not be obligated to make any contributions for assessments related to a Capital Replacement Reserve Fund;
- d) During such time following registration of the Condominium Plans, but prior to the initial general meeting of the Owners, the Developer may provide loans to the Corporation to pay its obligations from time to time, which loans shall be interest-bearing at the Interest Rate specified herein, and which loans shall be repaid by the Corporation no later than ninety (90) days following the initial general meeting of the Corporation.
- e) The Developer shall have the right to amend these Bylaws at any time prior to Condominium Plans registration, or following Condominium Plans registration but prior to the transfer of title to any Condominium Units.
- f) Until such time as the first general meeting of the Owners following registration of the Condominium Plans. The Developer shall be entitled through its nominees on the Board, to exercise all of the powers vested in the Board by these Bylaws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the Developer or its representatives may be made a party by reason of fulfilling the duties of the Board:
- g) As the Project is to be built in Phases, the following rules shall apply:
 - i) the Developer shall be responsible for keeping and maintaining the unimproved Units free from debris, weeds and any other unsightly matters;
 - ii) the Corporation is not responsible to provide and service any unimproved Units until completion of construction of a residential building thereon by the Developer;
 - iii) development of the Units, including but not limited to design and

construction shall be with the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses deeds, documents or assurance required by the Developer to permit or assist development until the completion of construction of all residential builds. A member of the Board or office of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

DEVELOPER EXEMPTION FROM BYLAWS

66. Within these Bylaws, 3(d), 3(i),3(l), 3(n), 46(a) 61 (b)i), 61(b)iii), 62(c)i), 62(c)ii), 62(c)x), 62(c)iii) 62(c)xv), 62(c)xvii), and 62(c)xviii) shall not apply to the Developer for one (1)year from the date of registration of the completion of the final Phase.

DEVELOPER'S CONDOMINIUM CONTRIBUTIONS

67. The Developer is responsible for condominium contributions as follows:

- a) Before and during construction of Phase One and any of the Subsequent Phases, and prior to the turnover of each Phase, the Developer shall be responsible for all Common Expenses relating to each Phase then under construction or awaiting development, but during such period, the Developer shall in return be entitled to receive all interim occupancy fee payments made by an Occupant or Owner of a particular Unit. The Developer shall not be required to pay condominium contributions (based on the estimated condominium fees noted in the Developer's disclosure package or as may be assessed by the Board of Directors of the Condominium Corporation) for any Units in Phases which are undeveloped or under construction.
- b) After the first annual general meeting of the Condominium Corporation, the Board of Directors of the Condominium Corporation may adopt a Budget and collect condominium contributions in accordance with the Replacement Bylaws, and as set out in those Replacement Bylaws for Units which it intends to sell, the Developer shall contribute to Common Expenses in respect of the Units intended by the Developer to be sold, only 40% of the contributions otherwise payable (and for other Units as would any other Owner).



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091372553 REGISTERED 2009 12 10
CCBL - CHANGE OF BY-LAWS
DOC 2 OF 2 DRR#: C09185A ADR/LAFONTOT
LING/S: 0034153221



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "F"

REGISTERED RESTRICTIVE COVENANT (PARKING)

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091374432

ADVISORY

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IN THE MATTER OF THE LAND TITLES ACT BEING
CHAPTER L-5 OF THE REVISED STATUTES OF ALBERTA,
2000; AND IN THE MATTER OF A RESTRICTIVE
COVENANT MADE PURSUANT TO SECTION 43 THEREOF

RESTRICTIVE COVENANT
REGARDING PARKING UNITS

WHEREAS PERERA SHAWNEE LTD. (the "Company") is the registered owner of all residential units in a condominium development known as "HIGHBURY RESIDENCES" and municipally described as 146 Shawnee Gate, S.W., (hereinafter referred to as "the Project") in the City of Calgary, in the Province of Alberta, consisting of, inter alia, 71 residential units being legally described as:

CONDOMINIUM PLAN NO. 091 5321
UNITS ONE (1) TO SEVENTY-ONE (71), INCLUSIVE
(including all unit factors relating thereto)
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Units" and singularly a "Unit")

AND WHEREAS the Project also contains 45 separately titled underground parking stall units legally described as:

CONDOMINIUM PLAN NO. 091 5321
UNITS SEVENTY-NINE (79), EIGHTY (80), EIGHTY-FOUR (84), EIGHTY-FIVE (85), EIGHTY-SEVEN (87) TO EIGHTY-NINE (89) INCLUSIVE, AND ONE HUNDRED AND FOUR (104) TO ONE HUNDRED AND FORTY-ONE (141) INCLUSIVE,
(including all unit factors relating thereto)
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Parking Units" and singularly a "Parking Unit");

AND WHEREAS for the purpose of maintaining orderly operation of the Project and to maintain the existing and likely future amenities of the Units, the Company and Condominium Corporation No. 091 5321 (which may be hereinafter referred to as "the Condominium Corporation") wish to impose certain restrictions on the Units and the Parking Units, whether the same are hereafter transferred or retained by the Company, such restrictions to run with the Units and the Parking Units on the transfer or sale of the same and to bind the Company and the transferees of such Units and Parking Units and their successors;

NOW THIS DEED WITNESSETH that in consideration of the foregoing and for the benefit and protection of the owners of the Units and the Parking Units and of each of the transferees of the same and their successors in title, the Units and the Parking Units and

each of them, are hereby charged with the following Restrictive Covenants:

1. An owner of a Parking Unit shall not permit any person (including an individual, firm or corporation) to use or occupy that Parking Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful occupant of a Unit or their guests or unless such person is using or occupying the Parking Unit as a visitor of the Board of Directors of the Condominium Corporation.
2. An owner of a Parking Unit shall not sell or otherwise divest itself of the fee simple interest in such Parking Unit except to an owner of the fee simple interest in a Unit in the Project or to the Condominium Corporation to be used for resident or visitor parking.
3. No owner shall sell, partition or otherwise divide any interest in a Parking Unit so as to diminish its size.
4. No owner or occupier of a Parking Unit shall erect any storage box, structures, improvements or fixtures on or within the Parking Unit or alter or add to such Parking Unit, without the prior written consent of the Board of Directors of the Condominium Corporation.
5. An owner of a Parking Unit shall not use those portions of the common property adjacent to the Parking Unit other than for access to and egress from the Parking Unit.
6. The owner shall not allow his Parking Unit to become or remain in an untidy or unsightly condition. The Condominium Corporation shall be responsible for structurally maintaining the Parking Unit to a standard considered reasonable by the Condominium Corporation. The Condominium Corporation shall have the right of entry and access to any Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.
7. An owner shall not park any automobile in a Parking Unit which leaks excessive amounts of oil or grease or leaks any gasoline or which is, in any other way, offensive or hazardous. No propane vehicle shall be brought into the underground parkade.

THE COMPANY FURTHER COVENANTS with each of the transferees of the Units and the Parking Units that:

- a) The foregoing restrictive covenants shall be registered at the Land Titles Office for the South Alberta Land Registration District against all Units and all Parking Units;
- b) The Company will not sell or dispose of the Units or the Parking Units or any

of them except subject to the foregoing restrictive covenants; and

- c) The Company will observe the foregoing restrictive covenants so long as the Company owns any of the Units or Parking Units.

IT IS HEREBY FURTHER DECLARED and prescribed that:

- a) The foregoing restrictive covenants are intended to run with the Units and the Parking Units and to bind the Company, the Condominium Corporation, the transferees of any of the said Units and Parking Units and their successors in title or interest, including but not restricted to purchasers under Agreements for Sale and tenants;
- b) Each of the Units shall be the dominant lands to each and every other of the Units and the Parking Units for the purpose of enforcing the foregoing restrictive covenants;
- c) Each of the Units and the Parking Units shall be the servient lands to each and every other of the Units for the purpose of having enforced against it the foregoing restrictive covenants;
- d) The owner of any of the Units or the City of Calgary may enforce the foregoing restrictive covenants against the owner (including registered owner, purchaser under Agreement for Sale and tenant) of any other of the Units or the Parking Units, and such enforcement may be done without the consent or participation of the owners of the remainder of the Units or the Parking Units; and
- e) The Condominium Corporation, being Condominium Corporation No. 0915321 shall have status hereunder to enforce the restrictive covenants for and on behalf of one or more of the owners, upon being authorized to do so by resolution of the Board of Directors of such Condominium Corporation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY contained herein, the Company shall not be liable to the transferees of any of the Units or to their successors in title or interest for the enforcement of any of the covenants contained herein, or in the event that this document or all or any of the foregoing restrictive covenant(s) is or are adjudged by a court of law to be void and unenforceable. No action shall lie against the Company for damages for breach of any one or more of the covenants contained in this Restrictive Covenant unless it is registered as owner of the Unit or Parking Unit alleged to be in breach of this Restrictive Covenant.

IF ONE OR MORE of the foregoing restrictive covenants shall be made void or rendered invalid by any law in force in the Province of Alberta or shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, then such restrictive covenant(s) shall be severable from those remaining and such

severance shall in no manner prejudice the effect or enforceability of the covenants remaining in accordance with the intent of this deed.

The failure to enforce any provision, covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision, covenant or restriction.

Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and successors in title.


IN WITNESS WHEREOF **PERERA SHAWNEE LTD.** and **CONDOMINIUM CORPORATION NO. 091 5321** have hereunto affixed their corporate seals duly attested to by their proper officers in that behalf, this 8th day of December, 2009.

PERERA SHAWNEE LTD.

Per: 
President - Don Perera

**CONDOMINIUM CORPORATION
NO. 091 5321**

Per: 
President - Don Perera

Per: 
Secretary/Treasurer - Judy Poole

FORM 6

CERTIFICATE OF CORPORATION

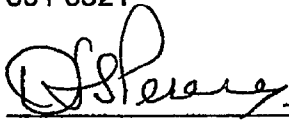
(THE CONDOMINIUM PROPERTY ACT s. 52(5))

Condominium Corporation No. 091 5321 hereby certifies that the owners of the units in the condominium plan have by Special Resolution, properly passed, directed the Corporation to execute the instrument hereunder recited and that all persons having registered interests in the parcel and all other persons having interests (other than statutory interests) which have been notified to the Corporation have consented in writing to the release of those interests in respect of the land comprised in such instrument.

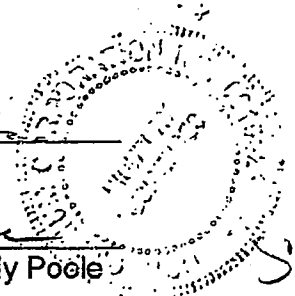
Restrictive Covenant Regarding Parking dated the 8th day of December, 2009 between Perera Shawnee Ltd. and the Corporation.

The seal of the Condominium Corporation No. 091 5321 was hereunto affixed on the 8th day of December, 2009, in the presence of the duly authorized officers of Condominium Corporation No. 091 5321.

**CONDOMINIUM CORPORATION
NO. 091 5321**

Per: 
President - Don Perera

Per: 
Secretary/Treasurer - Judy Poole





091374432

091374432 REGISTERED 2009 12 10
RESC - RESTRICTIVE COVENANT
DOC 1 OF 2 DRR#: 009166E ADR/DWAINREQ
LINC/S: 0034151795 +



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "G"

REGISTERED RESTRICTIVE COVENANT (STORAGE LOCKERS)

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091374433

ADVISORY

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IN THE MATTER OF *THE LAND TITLES ACT* BEING
CHAPTER L-5 OF THE REVISED STATUTES OF ALBERTA, 2000;
AND IN THE MATTER OF A RESTRICTIVE COVENANT
MADE PURSUANT TO SECTION 43 THEREOF

RESTRICTIVE COVENANT
(REGARDING STORAGE UNITS)

WHEREAS **PERERA SHAWNEE LTD.** (hereinafter called the "Company") is the registered owner of certain Units in a condominium development known as "**HIGHBURY RESIDENCES**" and municipally described as 146 Shawnee Gate S.W., (hereinafter referred to as "the Project") in the City of Calgary, in the Province of Alberta, consisting of, inter alia, 71 residential Units being legally described as:

CONDOMINIUM PLAN NO. 091 5321
UNITS ONE (1) TO SEVENTY-ONE (71) INCLUSIVE
(including all Unit factors relating thereto)
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Units" and singularly a "Unit")

AND WHEREAS the Project also contains 25 separately titled storage Units being legally described as:

CONDOMINIUM PLAN NO. 091 5321
UNITS SEVENTY-TWO (72) TO SEVENTY-EIGHT (78) INCLUSIVE,
EIGHTY-ONE (81) TO EIGHTY-THREE (83) INCLUSIVE, EIGHTY-SIX
(86), AND NINETY (90) TO ONE HUNDRED AND THREE (103)
INCLUSIVE,
(including all Unit factors relating thereto)
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Storage Units" and singularly a "Storage Unit")

AND WHEREAS for the purpose of maintaining orderly operation of the Project and to maintain the existing and likely future amenities of the Units, the Company and Condominium Corporation No. 091 5321 (which may be hereinafter referred to as "the Condominium Corporation") wish to impose certain restrictions on the Storage Units, whether the same are hereafter transferred or retained by the Company, such restrictions to run with the Units and Storage Units on the transfer or sale of the same and to bind the Company and the transferees of such Units and Storage Units and their successors;

NOW THIS DEED WITNESSETH that in consideration of the foregoing and for the benefit and protection of the owners of the Units and Storage Units and of each of the transferees of the same and their successors in title, the Units and the Storage Units

and each of them, are hereby charged with the following restrictive covenants:

1. An owner of a Storage Unit shall not permit any person (including an individual, firm or corporation) to use that Storage Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful occupant of a Unit.
2. An owner of a Storage Unit shall not sell or otherwise divest itself of the fee simple interest in such Storage Unit except to an owner of the fee simple interest in a Unit in the Project or to the Condominium Corporation.
3. An owner of a Storage Unit shall be bound by and comply with all applicable terms and restrictions regarding Storage Units as outlined in the Bylaws of the Condominium Corporation.
4. No owner shall sell, partition, or otherwise divide any interest in a Storage Unit so as to diminish its size.
5. No owner or occupier of a Storage Unit shall use it other than as a storage area.
6. No owner or occupier of a Storage Unit shall alter or add to such Storage Unit, without the prior written consent of the Board of Directors of the Condominium Corporation.
7. Subject to Clause #6, an owner of a Storage Unit shall not use those portions of the common property or common property Unit adjacent to the Storage Unit other than to access the Storage Unit.
8. The owner shall not allow his Storage Unit to become or remain in an untidy or unsightly condition. The Condominium Corporation shall be responsible for structurally maintaining the Storage Unit to a standard considered reasonable by the Condominium Corporation. The Condominium Corporation shall have the right of entry and access to any Storage Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.

THE COMPANY FURTHER COVENANTS with each of the transferees of the Storage Units that:

- a) The foregoing restrictive covenants shall be registered at the Land Titles Office for the South Alberta Land Registration District against all of the Units and the Storage Units;
- b) The Company will not sell or dispose of the Storage Units or any of them except subject to the foregoing restrictive covenants; and
- c) The Company will observe the foregoing restrictive covenants so long as the Company owns any of the Storage Units.

IT IS HEREBY FURTHER DECLARED and prescribed that:

- a) The foregoing restrictive covenants are intended to run with the Units and the Storage Units and to bind the Company, the Condominium Corporation, the transferees of any of the said Storage Units and their successors in title or interest, including but not restricted to purchasers under Agreements for Sale and tenants;
- b) Each of the Units shall be the dominant lands to each and every other of the Units and the Storage Units for the purpose of enforcing the foregoing restrictive covenants;
- c) Each of the Storage Units shall be the servient lands to each and every other of the Units and the Storage Units for the purpose of having enforced against it the foregoing restrictive covenants;
- d) The owner of any of the Units or the Storage Units or the City of Calgary may enforce the foregoing restrictive covenants against the owner (including registered owner, purchaser under Agreement for Sale and tenant) of any of the Storage Units, and such enforcement may be done without the consent or participation of the owners of the remainder of the Units or the Storage Units; and
- e) The Condominium Corporation, being Condominium Corporation No. 0915321 shall have status hereunder to enforce the restrictive covenants for and on behalf of one or more of the owners, upon being authorized to do so by resolution of the Board of Directors of such Condominium Corporation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY contained herein, the Company shall not be liable to the transferees of any of the Units or Storage Units or to their successors in title or interest for the enforcement of any of the covenants contained herein, or in the event that this document or all or any of the foregoing restrictive covenant(s) is or are adjudged by a court of law to be void and unenforceable. No action shall lie against the Company for damages for breach of any one or more of the covenants contained in this Restrictive Covenant unless it is registered as owner of the Storage Unit alleged to be in breach of this Restrictive Covenant.

IF ONE OR MORE of the foregoing restrictive covenants shall be made void or rendered invalid by any law in force in the Province of Alberta or shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, then such restrictive covenant(s) shall be severable from those remaining and such severance shall in no manner prejudice the effect or enforceability of the covenants remaining in accordance with the intent of this deed.

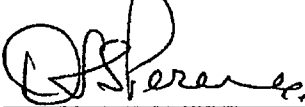
The failure to enforce any provision, covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision, covenant or restriction.

Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.


This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and successors in title.

IN WITNESS WHEREOF **PERERA SHAWNEE LTD.** and **CONDOMINIUM CORPORATION NO. 091 5321** have hereunto affixed their corporate seals duly attested to by their proper officers in that behalf, this 8th day of December, 2009.

PERERA SHAWNEE LTD.

Per: 
President – Don Perera

**CONDOMINIUM CORPORATION
NO. 091 5321**

Per: 
President – Don Perera

Per: 
Secretary/Treasurer – Judy Poole

FORM 6

CERTIFICATE OF CORPORATION

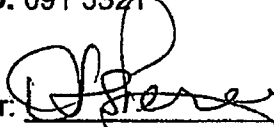
(THE CONDOMINIUM PROPERTY ACT s. 52(5))

Condominium Corporation No. 091 5321 hereby certifies that the owners of the units in the condominium plan have by Special Resolution, properly passed, directed the Corporation to execute the instrument hereunder recited and that all persons having registered interests in the parcel and all other persons having interests (other than statutory interests) which have been notified to the Corporation have consented in writing to the release of those interests in respect of the land comprised in such instrument.

Restrictive Covenant Regarding Storage dated the 8th day of December, 2009 between Perera Shawnee Ltd. and the Corporation.

The seal of the Condominium Corporation No. 091 5321 was hereunto affixed on the 8th day of December, 2009, in the presence of the duly authorized officers of Condominium Corporation No. 091 5321.

CONDOMINIUM CORPORATION
NO. 091 5321

Per: 
President - Don Perera

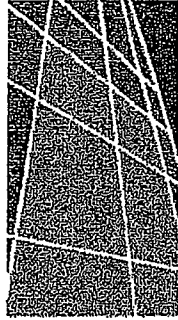
Per: 
Secretary/Treasurer - Judy Poole

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091374433

091374433 REGISTERED 2009 12 10
RESC - RESTRICTIVE COVENANT
DOC 2 OF 2 DRR#: 0091666 ADR/DWA INREQ
LINC/S: 0034151795 +



HIGHBURY

TOWER RESIDENCES AT FISH CREEK

SCHEDULE "H"

**LAWSUITS COMMENCED AGAINST THE
CONDOMINIUM CORPORATION**

SCHEDULE "H"

As at October 14, 2010, the Vendor is aware of the following lawsuits that have been commenced against Condominium Corporation No. 0915321 in the Court of Queen's Bench of Alberta, each of which claims, among other things, judgment, excluding interest and costs, in the stated amounts:

- Action No. 1001-11316: \$401,859.86;
- Action No. 1001-13363: \$126,838.75;
- Action No. 1001-13364: \$41,995.70;
- Action No. 1001-13365: \$8,269.94;
- Action No. 1001-13738: \$53,562.42; and
- Action No. 1001-14166: \$208,136.23.