

CONDOMINIUM CORPORATION NO. 811 1013

commonly referred to as

LANDMARK ESTATES III

abbreviated in this document as

LME III

adopt these

BYLAWS

Effective upon Registration

**Governing the Activities of the Condominium Community
Owners, Residents and Guests**

**Street Address:
3335 & 3437 42 Street N.W.
Calgary, Alberta
T3A 2Y2**

June 2022

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13.1 The following definitions shall apply to all parts of these Bylaws. 36

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

CONDOMINIUM CORPORATION NO. 8111013

BYLAWS

PART 1 OWNERS AND GENERAL

1.1 Owners of LME III

- 1.1.1 In addition to owning their respective Unit, Owners of LME III have an undivided interest in the Project, based upon their respective Unit Factor.
- 1.1.2 Owners, by resolution at a General Meeting and subject to the Act, have the right and are empowered to give direction to LME III and the Board.

1.2 LME III and Its Bylaws

- 1.2.1 Pursuant to the Act, Owners are empowered to approve and thereby establish the Bylaws for governing the LME III community.
- 1.2.2 These Bylaws shall be filed, registered and become effective upon registration at the Land Titles Office.
- 1.2.3 Any Bylaws preceding these, are hereby repealed and replaced with these Bylaws.

1.3 Community Rules

- 1.3.1 The Board shall make Community Rules for the use and enjoyment of the Common Property of LME III. Community Rules shall be for general application to all Owners. **A rule established by the Board may be amended or repealed by an ordinary resolution** of the Owners. (Reg 31.6(1))

1.4 Words and Expressions

- 1.4.1 Words and expressions in these Bylaws shall have the same meaning as defined in the Act, the Regulation and Part 13 of these Bylaws.

1.5 Headings

- 1.5.1 The headings of these Bylaws are inserted for convenience and reference only and are not intended to affect the interpretation of these Bylaws.

1.6 Severability

- 1.6.1 The Bylaws herein shall be deemed independent and severable and the invalidity in whole or 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.

1.7 Precedence

- 1.7.1 If there is a conflict between the Bylaws and the Act or Regulation, the Act or Regulation shall prevail. (Act 34.1(1))
- 1.7.2 If there is a conflict between the Bylaws and the Community Rules, the Bylaws shall prevail.
- 1.7.3 The rights and obligations given or imposed on LME III or the Owners under these Bylaws are in addition to any under the Act.

PART 2 USE OF UNITS, PRIVACY AREAS AND COMMON PROPERTY

2.1 Residential Unit

- 2.1.1 Units shall be used only for residential purposes.
- 2.1.2 An Owner shall have the right to refuse entry to their Unit by any person, without their consent or that of any other adult lawfully on the premises, except: (Act 24.1)
- 2.1.2.1 if there are reasonable grounds to believe an emergency exists;
- 2.1.2.2 for the purpose of maintaining and repairing any part of the Building and Common Property. LME III must give a minimum of 48 hours notice in writing. The notice must state the reason for entry, the date and time of entry.
- 2.1.3 Each Owner and Resident shall be entitled to the quiet enjoyment of their respective Unit and Privacy Areas and ensure their Guests and Tenants act accordingly.
- 2.1.4 Owners shall ensure their Unit is not used for any purpose which may be illegal or injurious to the reputation of the Project or which will cause LME III's insurance to be cancelled, declined or its premium rates increased.
- 2.1.5 No more than five (5) people shall reside in a Unit.
- 2.1.6 Owners shall adhere to the Municipal Bylaws regarding proper egress for bedrooms and are prohibited from using rooms developed in the garage for sleeping quarters due to inadequate window size, as it creates a safety risk for emergency exit.
- 2.1.7 Residents shall be permitted to undertake business activities (with the exception of a home daycare), within their Unit provided that such activities:

- 2.1.7.1 comply with the approved “class 1 home occupation” as defined in the relevant Municipal Bylaw; and
- 2.1.7.2 comply with the Community Rules if any, regarding such use.
- 2.1.8 An Owner is permitted to lease or rent their Unit for terms not less than six (6) months, providing (Act 53):
 - 2.1.8.1 a written notice of the term of the lease and the amount to be charged is given, along with the appropriate deposit to LME III, as required;
 - 2.1.8.2 within twenty (20) days from the commencement of the tenancy, the Owner shall give LME III written notice of the name, phone number and email address of the tenant and the address at which the Owner may be served;
 - 2.1.8.3 there is an understanding that the tenant may be notified to deduct from the rent, any Owner’s contributions in arrears and make such amount payable to LME III. The tenant is deemed to have paid that rent to the Owner; (Act 39.2(4,5))
 - 2.1.8.4 the Owner shall not be released of any of their obligations to LME III;
 - 2.1.8.5 the Owner ensures the tenant receives copies of both these Bylaws and the Community Rules; and
 - 2.1.8.6 no part of the Unit is to be used for licensing, hotel or guest house type purposes.

2.2 Privacy Areas

- 2.2.1 An Owner shall have the right to the exclusive use and enjoyment of Privacy Areas designated for a Unit, however, such areas remain the Common Property of LME III and their use is regulated by these Bylaws and Community Rules.
- 2.2.2 An Owner shall keep the Privacy Areas in a neat, clean and tidy state consistent with the balance of the Project.
- 2.2.3 An Owner shall not make repairs, additions or alterations to Privacy Areas without obtaining prior written approval from the Board.
- 2.2.4 Owners shall ensure that no recreational or athletic equipment is placed on or remains outside on any Privacy Area.
- 2.2.5 LME III shall keep all Privacy Areas, including related stairs and railings, in safe and sound condition including painting, repair and replacement as needed.
- 2.2.6 An Ordinary Resolution of Owners at an Annual General Meeting is required to designate an additional area as a Privacy Area for any Unit, which designation shall be terminable by Ordinary Resolution.

2.3 Common Property

- 2.3.1 Owners, Residents and Guests shall have reasonable community use of Common Property, respecting the mutual quiet enjoyment of all Owners and understanding the use of Common Property is regulated by these Bylaws and Community Rules.
- 2.3.2 Owners, Guests and Residents, shall use the Common Property at their own risk with the understanding that LME III and their respective agents shall be held harmless in the event of injury or damage.

PART 3 OWNERS, RESIDENTS AND GUESTS

3.1 Owner, Resident and Guest Obligations:

An Owner shall:

- 3.1.1 be responsible for any actions of Residents or Guests;
- 3.1.2 comply with these Bylaws and Community Rules;
- 3.1.3 provide pre-authorized debit information or twelve (12) post-dated cheques for the payment of condominium contributions;
- 3.1.4 pay to LME III, bank charges for late or any "NSF" cheques written;
- 3.1.5 pay to LME III when due, all contributions levied or assessed against their Unit, together with interest on any arrears calculated from the due date until paid;
- 3.1.6 notify the Manager of LME III within 10 days of any changes of address for notices to the Owner;
- 3.1.7 in an emergency situation (originating in their Unit), pay the costs to enter the Unit, if forced entry is necessary. Should the emergency affect other Units, LME III will be responsible for the costs of forced entry to the other Units;
- 3.1.8 be responsible for the costs associated with pest control if the origin of such pest is within their Unit. If the pests migrate from another Unit or the exterior of the building, LME III shall be responsible for the costs of pest control;
- 3.1.9 maintain and keep in a state of good and serviceable repair the interior of their respective Unit including all appliances, furnaces (including duct work), fireplaces, heating/cooling devices, attic insulation, plumbing, electrical, smoke and carbon monoxide detectors, alarm and communication systems located within the Unit;

- 3.1.10 be responsible for door and window replacements, at their own expense, and in accordance with the Community Rules to ensure exterior consistency throughout LME III. Prior Board approval is required;
- 3.1.11 maintain and repair (at their own expense), exterior doors, windows and related hardware of the Unit in sound weather resistant condition, provided however that LME III, at its cost shall annually wash exterior windows and maintain the exterior caulking and painting of exterior doors and windows;
- 3.1.12 not make any repairs, additions or alterations to the common infrastructure, exterior of the Unit, building or Common Property;
- 3.1.13 ensure that written approval is received from the Board prior to the installation of an air conditioning unit;
- 3.1.14 replace all light bulbs on the exterior of their respective Unit;
- 3.1.15 indemnify LME III for the cost of repairing or replacing damage to any part of the Common Property, buildings or any Unit caused by the Owner, Residents or Guests;
- 3.1.16 indemnify LME III for the cost of repairs, as a result of the Owner's failure to report any damage or maintenance required, that may result in further damage to any Unit or Common Property for which LME III is responsible;
- 3.1.17 refrain from placing fixed or permanent equipment or ramps on the Common Property, for use by skateboards, scooters, in-line skates, trick bicycles or any similar activities;
- 3.1.18 refrain from installing a hot tub or swim spa inside or outside their Unit;
- 3.1.19 refrain from posting "For Sale/Rent" signs on the Common Property with the exception of an "Open House" sign displayed in front of the Unit during the allotted times. Such signs are to be placed on the street across from the Project;
- 3.1.20 deposit household refuse, recycling, organic materials or garbage in properly secured bags in the containers provided by LME III;
- 3.1.21 remove all bulk and hazardous waste items, (such as, but not limited to, furniture, electronic equipment, appliances, tires, paint, renovation materials) from the Project at their sole cost and expense;
- 3.1.22 use or store dangerous compressed gases, including but not limited to LPG (propane or butane), only on their rear Privacy Area and within the amounts permitted by the Community Rules; and
- 3.1.23 Use the Community Problem Solving Process as set out in Part 10 of these Bylaws

3.2 Pets

Pets are permitted subject to these Bylaws and the Community Rules.

- 3.2.1 Registration of pets (cats and dogs) is required at LME III, prior to the pet taking occupancy;
- 3.2.2 Owners shall be responsible and liable for the behaviour, damage or nuisance of their pets and any pets of their Residents or Guests.
- 3.2.3 Units can house a maximum of:
 - 3.2.3.1 one (1) dog;
 - 3.2.3.2 one (1) dog and one (1) cat; or
 - 3.2.3.3 two (2) cats.
- 3.2.4 Domestic birds and fish are allowed. Any other type of animal is prohibited.
- 3.2.5 Owners shall reimburse LME III for any costs associated with repair of damage to the Common Property caused by a pet in their care.
- 3.2.6 Owners shall ensure any pet:
 - 3.2.6.1 is generally quiet;
 - 3.2.6.2 when on Common Property or in Privacy Areas, is restrained and secured to caretaker (carried, leashed or gated deck), and caretaker must clean up any excrement from an animal in their care immediately;
 - 3.2.6.3 is licensed and vaccinated as required by the City of Calgary;
 - 3.2.6.4 does not pose a threat to others; and
 - 3.2.6.5 is not classified as a dangerous breed as defined in the Community Rules.

3.3 Parking and Motor Vehicles

- 3.3.1 Owners, Residents and Guests shall:
 - 3.3.1.1 Park in a Unit's garage, driveway or assigned parking area (if provided), so as to not create a hazard or nuisance to other Units;
 - 3.3.1.2 Ensure that all vehicles are currently licensed, insured and in operating condition. No major repairs or adjustments to vehicles shall be done anywhere in the Project;

3.3.1.3 Allow only private motor vehicles onto the Project except in the course of a delivery, loading or unloading of commercial vehicles. Leisure and oversized vehicles are prohibited; and

3.3.1.4 Comply with the Community Rules pertaining to Parking.

3.4 Renovations and Structural Changes to Units

3.4.1 Owners are permitted without prior approval to undertake non-structural interior decorating including but not limited to painting, wall paper, floor coverings, replacing cabinets, sinks and plumbing fixtures, replacing electrical fixtures, replacing appliances, water heaters and furnaces, interior garage and other non-structural decorating and repairs.

3.4.2 **Structural renovations** shall only be undertaken with the prior written approval of the Board.

3.4.3 Board approval forms may require detailed drawings reflecting design and specifications of such alterations.

3.4.4 If requested by the Board, written certification from a licensed professional engineer or other suitable professional shall be provided to verify that the Privacy Areas, Common Property or structure of the Building will not be adversely affected by the renovations.

3.4.5 Depending on the scope of work, the Owner may be asked to sign an indemnity agreement before Board approval can be granted.

3.4.6 Cost incurred by LME III for restoration or removal of any structural alteration made without approval shall be borne by the Owner.

3.4.7 Upon approval, the Owner shall comply with the following provisions:

3.4.7.1 obtain, at their own expense, all required permits to be posted in the Unit during renovations;

3.4.7.2 if requested by the Board, provide evidence of appropriate insurance coverages (commercial general liability insurance, construction insurance and WCB coverage) if applicable;

3.4.7.3 ensure that renovation work is done within the hours outlined in the Community Rules;

3.4.7.4 keep the Unit and the Common Property in a clean and neat condition. No renovation debris is to be disposed of in any garbage bins of LME III. All trash (including large contractor bins), debris and rubbish are to be transported offsite by the Owner or contractor; and

3.4.7.5 copies of 'As Built Drawings' showing the changes after the renovations shall be provided to the Board within thirty (30) days of completion.

PART 4 LME III

4.1 Duties of LME III

- 4.1.1 Relating to administrative responsibilities, LME III, through the Board, shall ;
 - 4.1.1.1 manage, administer and regulate LME III as set forth in these Bylaws, the Community Rules and the Community Problem Solving Process; (Act 37(1))
 - 4.1.1.2 comply with & enforce resolutions passed at General Meetings and the provisions of the Act, Bylaws, & Community Rules;
 - 4.1.1.3 appoint or employ, such agents as it thinks fit, in connection with the control, management and administration of the Common Property;
 - 4.1.1.4 review annually and undertake to update, as needed, any part of the Bylaws and Community Rules; and
 - 4.1.1.5 call Annual General Meetings and Special General Meetings of Owners pursuant to the Act.

- 4.1.2 Relating to maintenance responsibilities, LME III (at its cost), through the Board, shall:
 - 4.1.2.1 maintain, keep in a state of good and serviceable repair and replace as necessary all Buildings, Privacy Areas and Common Property, including the exterior repair, maintenance and painting of same; (Act 37 (2))
 - 4.1.2.2 maintain the exterior surfaces of the buildings, comprising the Units (main front door, garage door, roofs, eaves, troughs, soffits, downspouts, exterior drains, beams, foundation, exterior cladding, weather seals and caulking);
 - 4.1.2.3 shall annually wash exterior windows and maintain (as necessary), the exterior caulking and painting of exterior doors & windows;
 - 4.1.2.4 maintain and replace exterior light fixtures and electrical sockets, except where the Owner installed fixtures other than those provided by LME III, in which case the Owner has sole responsibility for their maintenance and replacement;
 - 4.1.2.5 arrange for the periodic inspection and cleaning of fireplace chimneys;
 - 4.1.2.6 remove ice, snow, slush and debris from the Common Property designated for vehicular or pedestrian traffic, including the roadway, front driveways, walkways, entrance areas and their steps;
 - 4.1.2.7 provide adequate garbage, recycling and organic materials receptacles on the Common Property (for use by all Owners), and provide for regular collection;

- 4.1.2.8 be responsible for the costs associated with pest control if the origin of such pest is a migration from another Unit or the exterior of the building; and
- 4.1.2.9 when required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts, LME III and agents shall perform their work in a professional manner and restore the Unit to its former condition, leaving it clean and free of debris.
- 4.1.3 Relating to financial responsibilities, LME III, through the Board, shall:
 - 4.1.3.1 establish and maintain bank accounts as are required in these Bylaws, the Act and the Regulation;
 - 4.1.3.2 establish, levy and collect assessments, interest and penalties as provided in these Bylaws; (Act 39)
 - 4.1.3.3 pay money properly required to be paid on account of all services, supplies and charges pertaining to LME III;
 - 4.1.3.4 conduct a Reserve Fund Study and prepare a subsequent Reserve Fund Report every 5 years. An approved Reserve Fund Plan is distributed to Owners annually. (Reg 30)
 - 4.1.3.5 prepare appraisals and purchase insurance as is required by the Act and Regulation. A copy of the certificate or memorandum shall be provided to each Owner or registered mortgagee of a Unit within thirty (30) days. (Act 48)

4.2 Powers of LME III

- 4.2.1 LME III MAY:
 - 4.2.1.1 borrow money required by it in the performance of its duties (Act 37(4)) provided that the aggregate sum of all outstanding borrowings at any time shall not exceed an amount of 15% of the current year's revenues, except as approved by Special Resolution of Owners; (Reg 31.7(2a))
 - 4.2.1.2 grant security over the assets of LME III to secure any funds borrowed by it, provided however the Reserve Fund shall not be used to secure any indebtedness of any kind or form;
 - 4.2.1.3 acquire or dispose of real property by Special Resolution; (Act 37(3))
 - 4.2.1.4 invest any funds not immediately required by LME III, in accordance with the Regulation Schedule 2; (Act 43)
 - 4.2.1.5 raise amounts of money so determined by levying contributions on the Owners in proportion to their Unit Factors; (Act 39(1))

- 4.2.1.6 levy penalties by way of monetary sanction, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of LME III to obtain an order of the Court; (Act 35) and
- 4.2.1.7 charge interest on any outstanding contribution or Common Expenses owing to LME III by an Owner. (Act 40) (Reg 76)

4.3 Financial Records of LME III and Information on Request

- 4.3.1 LME III shall maintain all records as required by the Alberta Condominium Act (44.2) and Regulation (Reg 20.52). See Community Rules Reference for complete list.
- 4.3.2 The records shall be kept current within 30 days of the end of each month.
- 4.3.3 The records shall be retained for the durations indicated in Schedule 3 of the Regulation. (Reg 20.55)
- 4.3.4 The records may be retained and stored in paper form or electronic form.
- 4.3.5 The records shall be retained in specified locations or in the possession of specified persons as decided by resolution of the Board.
- 4.3.6 LME III shall, upon request of an Owner, provide copies of any records & information, within 10 days of request, either electronically or in paper form. (Act 44, 45) (Reg 73.51)
- 4.3.7 An Owner shall reimburse LME III for costs of providing such copies, including reasonable cost of labor, copying, paper and delivery. (Act 44.1) (Reg 20.53)

4.4 Seal of LME III

- 4.4.1 LME III shall have a seal which shall be adopted by resolution of the Board. The seal shall require the signatures of two (2) officers of the Board.

PART 5 THE BOARD

5.1 Duties of the Board

- 5.1.1 The Board shall:
 - 5.1.1.1 have copies of and inform themselves of the contents of the Act, Regulation, Bylaws and Community Rules;
 - 5.1.1.2 undertake all of the duties and exercise the powers of LME III unless these Bylaws or the Act provide that a duty or power is to be exercised by the Owners;
 - 5.1.1.3 annually sign the LME III Code of Conduct;
 - 5.1.1.4 retain and not assign to a Manager:

5.1.1.4.1 its fiduciary duties regarding the financial control and stability of LME III;

5.1.1.4.2 its governance and oversight duties; and

5.1.1.4.3 its duties regarding Board meetings and General Meetings.

5.1.1.5 require two officer signatures on any payment from LME III to the Manager;

5.1.1.6 operate LME III within budgets, operating and reserve, approved by the Board and ratified at a General Meeting;

5.1.1.7 on written application of an Owner, mortgagee or any person so authorized, make the books of account available for inspection within 28 days of written request;

5.1.1.8 file or cause to be filed with the Land Titles Office, within 30 days: (Act 28(5,6))

5.1.1.8.1 of the Annual General Meeting, the names and addresses of the Board members;

5.1.1.8.2 any changes to the Board; and

5.1.1.8.3 any change in the address for service of LME III.

5.1.1.9 meet and keep minutes of Board meetings, noting resolutions passed or failed, and provide copies to Owners.

5.2 Powers of the Board

5.2.1 The Board MAY:

5.2.1.1 retain the services of a professional property management firm to assist with the general administration and maintenance of LME III. The contract shall require the Manager to maintain Fidelity Bond Insurance to protect LME III; and

5.2.1.2 be a member of the association of condominium corporations in Alberta if such exists from year to year (currently the Condominium Owners Forum Society of Alberta is recommended).

5.3 Term of Office

5.3.1 The number of members of the Board shall be fixed by Ordinary resolution at the Annual General Meeting just prior to the election of the Board provided however the Board shall consist of at least three (3) and no more than seven (7) Owners.

5.3.2 Board members shall be elected for a one (1) year term, which expires at the next Annual General Meeting, subject to earlier termination as provided in these Bylaws.

- 5.3.3 A member may stand for nomination for a subsequent term, and a person may, if elected, serve multiple terms, to a maximum of eight consecutive terms. Terms of office begin effective the date of registration of these Bylaws at the Land Titles Office.

5.4 Nominations, Elections and Vacancy

- 5.4.1 A person shall be eligible to stand for election to the Board, if they satisfy all of the following:
- 5.4.1.1 is a registered Owner, or a representative of a first Mortgagee;
 - 5.4.1.2 only one member per Unit at a time;
 - 5.4.1.3 is of the age of majority; and
 - 5.4.1.4 not more than 30 days overdue, with any amounts owing to LME III. (Act 28.1(1))
- 5.4.2 At least sixty (60) days prior to each Annual General Meeting, the Board shall solicit Owners to volunteer and stand for nomination and provide instructions for nominating one self or another person.
- 5.4.3 From among the persons standing for nomination, the Board shall prepare a slate of nominees for the Annual General Meeting. Nominations will close 30 days prior to the Annual General Meeting.
- 5.4.4 An election shall be held at the Annual General Meeting and the nominees with the most votes shall form the newly elected Board.
- 5.4.5 The Board may fill vacancies occurring between Annual General Meetings with a person meeting the eligibility criteria set forth in these Bylaws and such person may serve the remainder of the term, unless the vacancy occurs within ninety (90) days prior to the Annual General Meeting, where the vacancy will be filled during the election of the Board. The exception to this MAY be a vacancy for the Treasurer's position.

5.5 Officers of LME III

- 5.5.1 At the first meeting of the Board, held after the Annual General Meeting, the Board shall elect, from among its members a:
- 5.5.1.1 Chair;
 - 5.5.1.2 Secretary; and
 - 5.5.1.3 Treasurer.
- 5.5.2 Any additional duties shall be as determined by the Board.

5.5.3 Every member of the Board shall practice good governance, exercise powers and discharge duties honestly and in good faith, in the best interests of LME III. (Act 28(2))

5.6 Meetings

5.6.1 The Board shall meet, approximately monthly, or as needed to fulfill its duties, either in person, by telephone or electronic means. (Act 31)

5.6.2 Meetings may be called by either the Chair or any member with a minimum of seven (7) days notice. Such notice may be waived if the order of business is urgent or time sensitive.

5.7 Quorum

5.7.1 A quorum of the Board is a majority of Board members. If at any time during a meeting the quorum is absent, no business of the Board shall be conducted.

5.8 Chair

5.8.1 The Chair of the Board, or in the absence thereof, a chair elected from those present, shall chair a Board meeting.

5.9 Voting

5.9.1 At meetings of the Board, all matters shall be determined by majority vote of 50% plus one of those present with no additional deciding or casting vote for the Chair or any member. The passing or failure of each resolution shall be recorded in the minutes of the meeting.

5.9.2 A resolution of the Board approved in writing or by electronic means, by all members shall have the same effect as a resolution passed at a meeting of the Board.

5.9.3 When a Board member has a material interest in any agreement, arrangement or transaction to which LME III is or is to become a party, that member shall declare a conflict of interest, and shall not be counted when determining whether a quorum exists for a vote or other action and shall not vote in respect of the agreement, arrangement or transaction. (Act 28(3))

5.10 Signing Authorities

5.10.1 The Board shall determine, by resolution the manner in which cheques, drafts, or other instruments and documents, (including banking forms and authorities not required to be under corporate seal) shall be signed. The Manager or other person may be authorized to sign the same with or without co-signing by an officer, to a maximum limit.

5.11 Remuneration and Expenses

5.11.1 LME III is not organized for profit. No Owner, member of the Board or person shall receive any financial remuneration of any kind from LME III in respect to their serving on the Board, except when:

5.11.1.1 reimbursing any member of the Board or Owner for actual and reasonable expenses (with submission of receipts and two signatures) incurred in connection with the administration of the affairs of LME III, or

5.11.1.2 when a group of Owners decide to voluntarily collect a donation for an individual.

5.12 Validity of Acts

5.12.1 All acts done in good faith are, notwithstanding that it is afterwards discovered there has been some defect in the election, appointment or continuance in office of any member of the Board, as valid as if the member had been properly elected or appointed or had properly continued in office. (Act 28(9))

5.13 Removal or Disqualification

5.13.1 The office of a member of the Board shall be vacated if the member: (Act 28.1)

5.13.1.1 resigns their office in writing to LME III;

5.13.1.2 is absent from 2 consecutive meetings of the Board without the consent of the remaining Board members;

5.13.1.3 is convicted of an indictable offence;

5.13.1.4 or spouse or co-owner commences any legal proceedings against LME III; or

5.13.1.5 ceases to meet the conditions for eligibility as set out herein.

5.13.2 The Owners may by Ordinary Resolution at a General Meeting, remove any member from the Board before the expiration of their term and appoint another person to hold office until the next Annual General Meeting. (Act 28.1(2))

5.13.3 Prior to removing a member, such member shall be given notice and provided an opportunity to address the Board.

5.13.4 An individual who ceases to be a member of the Board, shall return all LME III property and documents within 14 days.

PART 6 FINANCIAL

6.1 Common Expenses: Operating and Reserve

6.1.1 Common Expenses mean each and every expense incurred or accrued by LME III in managing, administering, operating, maintaining and replacing the buildings, Real Property and Common Property, including property associated with any easement agreements for which LME III is responsible.

- 6.1.2 Common Expenses shall be paid by the Owners in proportion to the Unit Factors for their respective units, and will include but not be limited to:
 - 6.1.2.1 all expenses relating to professional services;
 - 6.1.2.2 all expenses or charges on account of electricity, communications, water, sewer, gas and fuel;
 - 6.1.2.3 all expenses on account of landscape maintenance and snow & ice removal;
 - 6.1.2.4 all expenses for maintenance, repair and replacement of buildings, Real Property and Common Property; and
 - 6.1.2.5 all premiums or other expenses relating to any insurance.
- 6.1.3 Common Expenses shall be designated and accounted for as either Operating Expenses or Reserve Expenses:
 - 6.1.3.1 **Operating Expenses** are Common Expenses that normally recur annually or are minor non-recurring Common Expenses; and
 - 6.1.3.2 **Reserve Expenses** are Common Expenses for major repairs or replacement of Common Property which is of a nature that does not normally occur annually. (Act 38(1))

6.2 Budgets and Assessments

6.2.1 Operating Budgets

At least thirty (30) days prior to the end of each fiscal year, LME III shall distribute to each Owner: (Reg 20.51)

- 6.2.1.1 **The Annual Operating Budget** which shall provide an itemization of and at a minimum cover:
 - 6.2.1.1.1 all estimated Operating Common Expenses for the respective year;
 - 6.2.1.1.2 any deficit of Operating Common Expenses incurred or accrued prior to the respective year;
 - 6.2.1.1.3 a provision for the Capital Reserve Replacement Fund;
 - 6.2.1.1.4 a nominal contingency amount in the Operating Fund; and
 - 6.2.1.1.5 a notice of the assessment for the Owner's contribution in proportion to their respective Unit Factors. The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year shall not release the Owner from their obligation to pay the contributions.

6.2.2 Reserve Budgets

6.2.2.1 LME III shall prepare an Annual Reserve Plan detailing: (Reg 29(1))

6.2.2.1.1 the amount of the reserve fund as of the last day of the preceding fiscal year;

6.2.2.1.2 all payments made into and out of the reserve fund for that year and the sources and uses of those payments;

6.2.2.1.3 a list of the depreciating property that was repaired or replaced during that year, along with the associated costs;

6.2.2.1.4 amount of the reserve fund projected for the current fiscal year;

6.2.2.1.5 total payments (by Ordinary or Special Resolution) into and out of the reserve fund for the current year; and

6.2.2.1.6 a list of the depreciating property to be repaired or replaced during the current fiscal year and the projected associated costs.

6.2.2.2 A copy of the approved Reserve Fund Plan for the upcoming year shall be distributed to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the Reserve Fund Report. (Reg 23(6))

6.2.3 The above budgets shall be presented at the Annual General Meeting within the respective year for consideration by Owners, and by Ordinary Resolution Owners shall give direction to the Board.

6.2.4 Additional special levies may, from time to time, be imposed by LME III as set forth in the Act 39.1.

6.3 Management of Money - Operating Fund and Reserve Fund

6.3.1 Operating Fund

6.3.1.1 LME III shall have a bank account(s) for the deposit and retention of money received from Condominium Contributions and the disbursement of money for Operating Expenses.

6.3.1.2 Operating Expenses shall be paid only from the Operating Fund.

6.3.1.3 LME III shall be empowered to expend money from the Operating Fund pursuant to an approved Annual Operating Budget.

6.3.2 Reserve Fund

- 6.3.2.1 LME III shall have a bank account(s) for deposit of funds to the Reserve Fund and disbursement of money for Reserve Expenses.
- 6.3.2.2 LME III shall be empowered to expend money from the Reserve Fund pursuant to an approved Annual Reserve Budget.
- 6.3.2.3 The Capital Replacement Reserve Fund may be used for major repair or replacement of any real or personal property owned by LME III and the Common Property, (Act 38(1)), 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.
- 6.3.2.4 As approved at the Annual General Meeting, a percentage of Owner contributions shall be placed directly into the Capital Replacement Reserve Fund on a monthly basis.
- 6.3.2.5 LME III shall not expend money from the Reserve Fund for 'capital improvements' unless such expenditure is for the major repair or replacement of real or common property, where the repair or replacement is of a nature that does not normally occur annually; (Act 38(1))
- 6.3.2.6 Expenditures from the Capital Reserve Fund that are not necessary to comply with health, building and maintenance and occupancy standards as required by law, are to be authorized by Special Resolution. There must be sufficient funds remaining in the Reserve Fund to meet the requirements of 6.3.2.5 (Act 38(2))
- 6.3.2.7 Money in the Reserve Fund is an asset of LME III and no part of that money shall be refunded or distributed to any Owner except upon termination of condominium status. (Act 38(3))
- 6.3.3 The Operating and Reserve Fund accounts shall be held at a Canadian chartered bank in Calgary, Alberta as selected by the Board and such accounts shall be in the name of "CONDOMINIUM CORPORATION NO. 8111013 Landmark Estates III. (Act 43.1)
- 6.3.4 Where LME III, the Manager or any other person is in receipt of money paid to or for the benefit of LME III, that money and all the proceeds arising from that money are deemed to be held in trust for the performance of the duties and obligations in respect of which the payment was made. (Act 43.1)
- 6.3.5 Where LME III, the Manager or any other person is in receipt of such money, they shall promptly deposit the money, within three (3) banking days of receipt. (Act 43.1)
- 6.3.6 LME III or any person holding money or dealing with money on behalf of LME III shall keep funds in separate accounts and not commingle Operating Fund and Reserve Fund money with any other funds. (Reg 27(2))

6.4 Financial Records and Audits

- 6.4.1 LME III shall cause proper books of account to be kept in accordance with Generally Accepted Accounting Principles for “not-for-profit” corporations. Such books of account shall:
- 6.4.1.1 account separately for the Operating income & expenditures, and the Reserve income & expenditures;
 - 6.4.1.2 include complete income, expense and other support records;
 - 6.4.1.3 include monthly bank statements (including deposit, withdrawal and reconciliation records) of bank accounts for the Operating Fund and the Reserve Fund;
 - 6.4.1.4 cause monthly financial statements for each month for Operations and Reserve to be prepared within 30 days of the close of the respective month and the statements shall display year-to-date actual amounts as compared to year-to-date budget amounts;
 - 6.4.1.5 cause annual financial statements for each fiscal year for Operations and Reserve to be prepared and presented on a comparative basis with the year previous to the year being reported; and
 - 6.4.1.6 cause the annual financial statements to be audited and reported on by an independent chartered accountant.
- 6.4.2 LME III shall deliver to Owners within 180 days of the end of the fiscal year, audited annual financial statements for the preceding calendar year.

6.5 Default in Payment

- 6.5.1 LME III may undertake any action provided in the Act with respect to an Owner being in default of payment, including:
- 6.5.1.1 charging interest on any unpaid balance owing to it by the Owner. The rate of interest is not to be greater than that provided for in Regulation 76. (Act 40)
 - 6.5.1.2 recovering all reasonable costs from the Owner (such as but not limited to legal expenses, interest and costs involved to prepare, register, enforce and discharge a caveat), incurred while collecting the outstanding debt (Act 42)
 - 6.5.1.3 LME III shall have the right to file a caveat or encumbrance against the Unit title equal to any unpaid contributions and any interest owing. (Act 39.2(7)) The caveat remains registered against the certificate of title until the amount owing is paid. (Act 39.2(11))
- 6.5.2 Each unpaid assessment, installment or payment of an Owner shall be a separate, distinct and personal debt & obligation of the Owner and collectible as such.

6.6 Debt Retirement on Termination

- 6.6.1 Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of LME III shall first be paid out of assets, and the balance of assets, if any, shall be distributed to Owners in proportion to their Unit Factors.

PART 7 INSURANCE

7.1 Owner's Property and Liability Insurance

- 7.1.1 Owners are responsible to insure any improvements and betterments to their Unit over and above the SIUD. (Act 47(1)(a); (Reg 61.1 (2)(a))
- 7.1.2 Owners shall carry insurance with respect to deductibles payable in an amount not less than the insurance deductible of LME III. (Reg 60.2)
- 7.1.3 An Owner is liable for the amount of the deductible in LME III's insurance claim, for damage that originates in or from the Owner's unit or Privacy Area (Reg 62.4(2)) with the following exceptions (Reg 62.4(5)):
- 7.1.3.1 a defect in the construction of the Unit or Privacy Area;
 - 7.1.3.2 damage attributable to an act or omission of a Board member or agent of LME III; or
 - 7.1.3.3 normal structural deterioration of the Common Property, managed property or real property of LME III, other than property that the Owner is responsible to maintain.
- 7.1.4 Owners shall be responsible for their respective liability insurance.

7.2 LME III Insurance

- 7.2.1 The Board, on behalf of LME III, shall obtain and maintain, the following insurance:
- 7.2.1.1 extended coverage endorsement for such perils as set forth in the Act 47 and the Regulation 61(1), insuring the interests of, and naming as, insureds:
 - 7.2.1.1.1 all Owners/mortgagees who have given written notice to LME III;
 - 7.2.1.1.2 LME III; and
 - 7.2.1.1.3 the Board of Directors
 - 7.2.1.2 replacement cost value that provides, if the insured property is destroyed, damaged, replaced or repaired, no deduction shall be made from the settlement for depreciation to the property. (Act 47(3); Reg 62(1))

- 7.2.2 Every policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- 7.2.2.1 that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - 7.2.2.2 that the insurance placed by LME III is deemed to be first loss insurance and the insurance placed by an Owner in respect of the same property, that is insured by LME III, is deemed to be excess insurance; (Act 47(6))
 - 7.2.2.3 standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - 7.2.2.4 a waiver by the insurer of its rights of subrogation against LME III, its manager and agents, the Owners and any members of their household, except for arson, fraud and vehicle impact;
 - 7.2.2.5 that LME III or the Insurance Trustee (as the case may be), shall have the right to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated; and
 - 7.2.2.6 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.
- 7.2.3 LME III shall provide each Owner with an updated copy of the insurance certificate, within thirty (30) days, when one or more of the following changes occur: (Act 48)
- 7.2.3.1 the amount of the deductible payable in the event of a claim;
 - 7.2.3.2 the replacement value of the coverage;
 - 7.2.3.3 any addition to permitted exclusions; and
 - 7.2.3.4 any other matter described in the Regulation.
- 7.2.4 LME III shall purchase at least such insurance as required by the Act including (1) property insurance, (2) general liability insurance, (3) Director and Officer liability insurance, and (4) fidelity bonding insurance as set forth below.
- 7.2.5 **Property Insurance**
- 7.2.5.1 The Board shall review annually the amount of coverage for insurance policies (through an independent professional appraiser), and adjust the level as necessary (including liability) to ensure Replacement Value.
 - 7.2.5.2 LME III shall purchase 'all risk' replacement cost insurance for the entire project, insuring: (Act 47) (Reg Part 6)
 - 7.2.5.2.1 all Common Property;

- 7.2.5.2.2 all insurable property of LME III, real and personal;
- 7.2.5.2.3 all of the Units, to the Standard Insurable Unit Description (SIUD), excluding Owner personal belongings, betterments and improvements.
- 7.2.5.3 Insurance policies shall be purchased subject to any reasonable deductible that is agreed to by LME III and the insurer. (Reg 62(2))
- 7.2.5.4 LME III shall rebuild the Unit to the SIUD unless the Owner has a separate policy of insurance for improvements and betterments, or is willing to pay out-of-pocket for the costs of upgrading the fixtures and finishings. (Reg 62.2(3,4))
- 7.2.5.5 LME III is authorized to make or arrange for repairs to a Unit that was not their responsibility to insure against, at the Owner's expense, if: (Reg 62.3(1))
 - 7.2.5.5.1 failure to repair poses a risk to the public safety, or puts Common Property, personal property, other Units or occupants at risk;
 - 7.2.5.5.2 the Owner has not commenced repairs in a reasonable amount of time;
 - 7.2.5.5.3 LME III has provided reasonable notice to the Owner.
- 7.2.6 **General Liability Insurance** – LME III shall purchase Commercial General Liability Insurance in respect to the condominium corporation and such insurance shall be of an amount not less than Two Million (\$2,000,000) Dollars per occurrence, inclusive for bodily injury and/or property damage.
- 7.2.7 **Director and Officer Liability Insurance** –LME III shall have directors and officers' liability insurance (Act 47(7)), insuring the Board and Manager against all loss, costs, and expenses reasonably incurred by Board members in relation to:
 - 7.2.7.1 the execution of their duties, unless the same shall happen through their own dishonesty, fraud, willful neglect or willful misconduct;

The amount of coverage must be at least the sum of: (Reg 62.5(3))
 - 7.2.7.2 the Capital Reserve Replacement Fund balance at the start of the fiscal year; and
 - 7.2.7.3 the balance of the Operating Account at the beginning of the fiscal year.

This coverage does not pertain to matters in which the Board member shall be finally adjudged to be liable for fines and penalties imposed in a criminal suit.
- 7.2.8 **Fidelity Bond Insurance** – LME III shall purchase insurance to protect its operating and reserve money being handled by the Board and Manager. Such coverage shall be reviewed annually.

7.3 Substantial Damage or Destruction

- 7.3.1 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 (twenty-five (25%) percent or more of the replacement value of all Units and Common Property), based on the opinion of an independent insurance appraiser.
- 7.3.2 If there has been substantial damage the Board shall convene a special General Meeting to advise the Owners.
- 7.3.3 By Special Resolution, if the Owners determine to move forward with repairs or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall:
 - 7.3.3.1 arrange for prompt repair and restoration using proceeds of insurance for that purpose;
 - 7.3.3.2 cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments;
 - 7.3.3.3 charge to Common Expenses any costs of repairs within the deductible of the insurance coverage and/or any costs in excess of the insurance proceeds; and
 - 7.3.3.4 assess all Owners for such deficiency as part of the Common Expenses.
- 7.3.4 By Special Resolution, if the Owners determine not to repair within one hundred and twenty (120) days after the damage or destruction, the Board may make application to terminate the condominium status in accordance with the Act and Regulation, and each of the Owners shall be deemed to consent to such application.
- 7.3.5 Upon termination of the condominium status:
 - 7.3.5.1 any liens or charges affecting the Units shall be deemed to be transferred to the interests of the respective Owners; and
 - 7.3.5.2 the proceeds of insurance shall be paid to the Insurance Trustee, if any, and the Owners and mortgagees, in proportion to their respective interests in the Parcel based on Unit Factors.

PART 8 MANAGER

8.1 Communication of Manager Responsibilities to Owners

- 8.1.1 The Community Rules shall include descriptions of the responsibilities of the Manager and responsibilities of the Board such that Owners can distinguish between matters that can be taken to the Manager and those that should be taken to the Board.

PART 9 MEETINGS OF OWNERS

9.1 Governance of Meetings

- 9.1.1 Meetings shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location, or, alternatively, may be convened or attended by electronic means. (Act 31(1)(2))
- 9.1.2 Accidental omission to give to or receive notice by any non-resident Owner or Mortgagee shall not invalidate any proceedings at such meeting. (Act 30.2)
- 9.1.3 The Chair of the Board, or in the absence thereof, a chair elected from those present, shall chair any meeting.
- 9.1.4 All General Meetings shall be conducted according to Robert's Rules of Order.
- 9.1.5 The passing or failing of a resolution shall be recorded in the minutes of the meeting.
- 9.1.6 The Chair shall have only their regular vote and shall not have a second casting or deciding vote in the event of a tie.
- 9.1.7 All ballots shall be retained for a period of six (6) months and shall be available for inspection by any persons entitled to vote.

9.2 Proxies

- 9.2.1 Any person eligible to vote, may do so, either personally or by proxy. (Act 26(4))
- 9.2.2 The appointment of a proxy must be received at any time prior to the meeting being called to order. (Reg 31.5(3))
- 9.2.3 A proxy may be appointed by the respective Owner(s) or a duly authorized agent in writing, and must include: (Reg 31.3(1))
 - 9.2.3.1 name and unit number of the Owner(s) giving the proxy;
 - 9.2.3.2 name of the individual to whom the proxy is given;
 - 9.2.3.3 the date the proxy is given; and
 - 9.2.3.4 the signature of the Owner(s) giving the proxy.
- 9.2.4 A proxy may be revoked by: (Reg 31.3(2))
 - 9.2.4.1 retrieving the proxy before or at the meeting;
 - 9.2.4.2 electronic or written notice filed with the Board before the time of the meeting; or
 - 9.2.4.3 a more recently dated proxy; (Reg 31.2(5))

- 9.2.5 A proxy expires on the earliest of: (Reg 31.4)
 - 9.2.5.1 the expiry date set out on the proxy;
 - 9.2.5.2 six (6) months from the date on which the proxy was given; or
 - 9.2.5.3 the date on which the person giving the proxy ceases to be an Owner of the Unit.
- 9.2.6 A proxy may be either general, for a particular meeting or for a particular issue.
- 9.2.7 Proxies cannot be used in the election of Board members at an Annual General Meeting..
- 9.2.8 A proxy holder may be any person being of the age of majority, except that which is given to a property manager. Such proxy is invalid unless it clearly states that it is given solely for the purpose of establishing quorum. (Reg 31.2(3))
- 9.2.9 An Owner can request to verify the accuracy of the proxies prior to the continuation of the meeting.

9.3 Quorum

- 9.3.1 A quorum is represented when not less than twenty five percent (25%) of persons entitled to vote are present in person, electronically or by proxy.
- 9.3.2 No business shall be transacted at any meeting unless a quorum is present at the time the meeting is called to order.
- 9.3.3 If within 30 minutes from the time appointed for a meeting, a quorum is not present, those entitled to vote (in person, electronically or by proxy) shall constitute a quorum.

9.4 Resolutions – Ordinary and Special

- 9.4.1 All matters at a general meeting, requiring a vote, shall be determined by Ordinary or Special Resolution.
- 9.4.2 An Ordinary Resolution shall be required to authorize any of the following:
 - 9.4.2.1 renovations or changes to Common Property in excess of twenty-five thousand dollars (\$25,000), provided that such repairs and maintenance are not necessary to the serviceability or sanitary and safe conditions of the Common Property.
 - 9.4.2.2 acquisition, sale, liquidation, demolition, disposal or lease of an asset or combined group of assets or real property of a value in excess of five thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00).
 - 9.4.2.3 use of Reserve Fund money for capital improvements not identified in the Capital Reserve Fund Study.

9.4.2.4 inclusion of the above in an Operating and Reserve Fund Budget, and approval of these budgets by Owners at a General Meeting shall satisfy the authorization required herein.

9.4.3 Matters requiring a Special Resolution include:

9.4.3.1 matters requiring Special Resolution pursuant to the Act;

9.4.3.2 amending or replacing these Bylaws; or

9.4.3.3 acquisition, sale, liquidation, demolition, disposal or lease of an asset or combined group of assets or real property of a value in excess of fifty thousand dollars (\$50,000.00).

9.5 Voting

9.5.1 An Owner is not entitled to exercise the power of voting where any contribution payable is in arrears for more than thirty (30) days prior to the day of voting (Act 26(5))

9.5.2 When the Owner's Unit is subject to a registered mortgage, the Mortgagee may have such voting rights (Act 26(2))

9.5.3 a person attending a General Meeting by electronic means who is entitled to vote at the meeting, may vote by electronic means or any other method (mail in ballot) that LME III has made available for that purpose, and is deemed to be present in person at the General Meeting; (Act 31(1)(c)(d))

9.5.4 Unless a secret ballot is required or a poll demanded, a vote shall be decided on a **show of hands** where:

9.5.4.1 each eligible Unit shall have one (1) vote; and

9.5.4.2 a declaration by the chair that a vote has, on show of hands, been carried, is conclusive evidence of the fact (without proof of votes recorded in favour or against the matter).

9.5.5 A **secret ballot** shall be used regarding elections to the Board, where there are more nominees than Board positions, and in accordance with the process set out in the Community Rules.

9.5.6 A **poll**, if demanded, shall be undertaken with the following procedures and in accordance with the Community Rules:

9.5.6.1 each eligible Unit shall have votes corresponding to the Unit Factor for the respective Unit; (Act 26(1))

9.5.6.2 each Owner is entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit. No proxies are needed for one (1) Owner to vote on behalf of other Owners of the Unit.

9.5.6.3 a demand for a poll may be withdrawn.

9.6 Voting on Resolutions Not at General Meeting

9.6.1 LME III shall be permitted to propose written Ordinary or Special Resolutions to Owners and others entitled to vote at times other than at general meetings.

9.6.2 Any such resolutions proposed to Owners shall be delivered to Owners and others entitled to vote by way of a duly delivered notice, and such notice shall include:

9.6.2.1 the full resolution in writing;

9.6.2.2 ballot forms allowing voters to vote 'FOR' or 'AGAINST' and indicating their Unit number, Unit Factor, name, and date of voting;

9.6.2.3 instructions for completing the ballots with original signature; and

9.6.2.4 address for submitting properly completed ballots.

9.6.3 Owners and others entitled to vote shall be permitted to cast and submit their vote by ballot, in accordance with the instructions.

9.6.4 Only ballots with original signature will be valid, whether received by fax, email or other means.

9.6.5 In the event of voting as set forth in this Bylaw:

9.6.5.1 Within five (5) business days of the closing date, notice with the results of the voting shall be communicated electronically or deposited in the mail box of each Unit and sent to non-resident Owners and others entitled to vote; and

9.6.5.2 all ballots received, valid and invalid, shall be kept for a period of six (6) months and made available (at reasonable times during normal work days) to any Owner and others entitled to vote, for inspection and review at a site at or near LME III.

9.7 Annual General Meetings

9.7.1 Annual General Meetings of LME III shall be held once every calendar year, and within fifteen (15) months of the previous Annual General Meeting. (Act 30(2))

9.7.2 The Board shall give at least sixty (60) days preliminary notice of every Annual General Meeting specifying the location and time of the meeting to all Owners and Mortgagees.

9.7.3 The preliminary notice shall include the following, to be submitted no less than 30 days prior to the Annual General Meeting:

- 9.7.3.1 a call for proposed agenda items (submitted in writing or electronically);
- 9.7.3.2 a statement that proposed agenda items requiring a vote (including Community Rule changes), must contain sufficient detail and clarity on the contents, for the purpose of a vote by Owners;
- 9.7.3.3 a call for Owners to express their interest in being nominated to a Board position, accompanied by a short biography to be distributed with the Annual General Meeting Package.

9.7.4 No less than fourteen (14) days prior to the Annual General Meeting, the following documents for the respective year shall be delivered to each Owner in an Annual General Meeting Package: (Act 30(4)(a,b))

- 9.7.4.1 Agenda for the meeting;
- 9.7.4.2 Minutes, if any, to be submitted for approval;
- 9.7.4.3 Reports of Board members
- 9.7.4.4 Annual Financial Statement for the preceding calendar year;
- 9.7.4.5 Annual Operating Budget for the current year;
- 9.7.4.6 Reserve Fund Plan for the current and subsequent year;
- 9.7.4.7 Annual Reserve Budget for the current year;
- 9.7.4.8 Monthly Financial Statement for the most current month;
- 9.7.4.9 Ordinary/Special Resolutions full text, if any;
- 9.7.4.10 Proxy form reflecting Ordinary/Special Resolutions;
- 9.7.4.11 List of nominees for election to the Board, along with their biographies; and
- 9.7.4.12 Ballot form for the election of Board members.

9.7.5 The order of business at Annual General Meetings shall be as follows.

- 9.7.5.1 Chair - Chair of the Board, or in the absence thereof, a chair elected from those present, shall call the meeting to order;
- 9.7.5.2 Proxies - calling of the roll, certifying the proxies, and establishing quorum;
- 9.7.5.3 Notice - proof of notice of meeting or waiver of notice;

- 9.7.5.4 Minutes - reading and vote to approve previous minutes, as required;
 - 9.7.5.5 Agenda- vote to approve agenda items;
 - 9.7.5.6 Reports – presentation (as determined) and discussion of Board reports;
 - 9.7.5.7 Presentation of financial statements;
 - 9.7.5.8 Resolution accepting financial statements;
 - 9.7.5.9 Resolution appointing the independent auditors;
 - 9.7.5.10 Current Annual Operating Budget;
 - 9.7.5.11 Reserve Fund Plan and Annual Reserve Budget for current year and subsequent year;
 - 9.7.5.12 Discussions and Resolutions ratifying or giving directions regarding the plan for the next 12 to 18 months, the Annual Operating Budget, the Reserve Fund Plan and the Annual Reserve Budget (including the percentage of monthly Contributions to be allocated to the Reserve Fund);
 - 9.7.5.13 Review, discuss and ratify Bylaws and Community Rules as required;
 - 9.7.5.14 Resignation of Board members;
 - 9.7.5.15 Vote to confirm number of Board positions;
 - 9.7.5.16 Vote to elect Board members by secret ballot, if applicable;
 - 9.7.5.17 Set a date for the next Annual General Meeting
 - 9.7.5.18 Unfinished and New Business; and
 - 9.7.5.19 Adjournment
- 9.7.6 Within sixty (60) days after an Annual General Meeting, LME III shall provide to all Owners or Mortgagees, the approved or draft minutes of the Annual General Meeting. (Reg 20.5)

9.8 Special General Meetings

- 9.8.1 All Meetings other than Annual General Meetings, shall be called Special General Meetings.
- 9.8.2 The Board shall give at least fourteen (14) days notice of every Special General Meeting, (Act 30.1)
- 9.8.3 The following documents shall be delivered to each Owner with the notice of a Special General Meeting:

- 9.8.3.1 **Agenda of the business to be considered at the meeting;**
 - 9.8.3.2 Proxy form with address, fax and email of person to which proxies are to be sent;
 - 9.8.3.3 Minutes, if any, to be submitted for approval;
 - 9.8.3.4 Recommendations of matters to be put forth to Owners for resolutions; and
 - 9.8.3.5 **The full text of Ordinary or Special Resolutions, if any.**
- 9.8.4 The order of business at a Special General Meeting shall be the same as an Annual General Meeting, omitting matters not applicable.
- 9.8.5 **The Board shall upon a requisition in writing by Owners or Mortgagees representing at least fifteen (15) percent of the total Unit Factors of all Units, call within thirty (30) days, a Special General Meeting. (Act 30.1(2))**
- 9.8.6 **If the Board does not convene the meeting within the thirty (30) day period, the Owners may convene the meeting. (Act 30.1(4))**

PART 10 PROBLEM SOLVING

10.1 Our Community Rules – Problem Solving

Our community problem solving process covers informal discussions through to very formal proceedings. Each Owner, Resident, Tenant and Board Member's rights shall not be deprived in accordance with the principles of Natural Justice (as defined in Part 13 of these Bylaws).

- 10.1.1 **STEP ONE:** An Owner with a concern should discuss the situation and possible solutions with their neighbour in a respectful manner;
- 10.1.2 **STEP TWO:** If the above does not solve the situation satisfactorily in an acceptable time period, the next step is to contact the Board. If the Board agrees the concern is valid (per the Act & Regulation and our Bylaws & Community Rules), then both the Owner and a designated Board member (together) will discuss the situation with the neighbour;
- 10.1.3 **STEP THREE:** If the above does not provide for a satisfactory change or remedy, **the Board or manager, will initiate a written notification that includes full details of the situation, potential costs (for cleanup or restoration if applicable), expected solution(s) and timing of any corrective actions (Reg 73.7(3)):**
 - 10.1.3.1 the deadline for taking the required actions, must be at least ten (10) days, excluding holidays;

10.1.3.2 alternately, within five (5) days, the Owner may choose to provide a written response to the notification or request to appear before the Board to address the issue(s) at the Board's earliest convenience; (Reg 73.7(4))

10.1.3.3 should the Board/Manager receive a response under 10.1.3.2 above, they will provide a written reply within five (5) days to either modify the action as appropriate, conduct an appeal or continue the process on the previously communicated schedule;

10.1.3.4 When the deadline for corrective action has expired, the Board or Manager may correct the problem with all restorative costs being reimbursed to LME III.

10.1.4 STEP FOUR:

10.1.4.1 If a Bylaw non-compliance reoccurs, LME III may impose reasonable monetary sanctions in accordance with the Community Rules. (Reg 73.7(5))

10.1.4.2 If a community rule non-compliance reoccurs, LME III may impose reasonable nonmonetary sanctions. (Reg 73.81)

10.1.4.3 Any sanction by LME III will be fully communicated and documented to the Owner. (Reg 73.7(5))

10.1.5 STEP FIVE:

10.1.5.1 If a person fails to pay a monetary sanction imposed pursuant to a Bylaw, legal proceedings may be taken. (Act 36) LME III will endeavour to recover all costs incurred, including but not limited to, legal, administration and reasonably applied interest. (Act 42)

10.1.5.2 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 or Regulation. (Act 35(6))

10.1.5.3 Should the situation involve a safety concern, security concern or an emergency, then immediate action may be undertaken by the Board or Manager.

10.2 Mediation and Arbitration:

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*. (Act 69(1))

PART 11 MISCELLANEOUS

11.1 Notice

11.1.1 Service of any notice shall be sufficiently given if:

11.1.1.1 personally delivered to the recipient or their mail box, in which case service is effective when delivered;

11.1.1.2 by electronic mail to an electronic address provided to LME III by an Owner, in which case, service is effective within twenty-four (24) hours after the document is sent; (Reg 73.5(4) or

11.1.1.3 sent by ordinary or registered mail to:

11.1.1.3.1 the address shown on the Certificate of Title at the Land Titles Office;

11.1.1.3.2 the alternate address for service provided by the Owner to LME III;

11.1.1.3.3 a mortgagee at its address supplied to LME III; or

11.1.1.3.4 LME III at its address for service shown on the Condominium Plan.

11.1.2 Service of notice relative to 11.1.1.3 shall be deemed to have been received seven (7) days after the date sent by ordinary mail or the date of receipt acknowledged by registered mail.

11.2 Notice of Default of Mortgage

11.2.1 Any notice of default sent to an Owner shall also be sent to all Mortgagees, where such default continues for a period longer than ninety (90) days.

11.3 Estoppel Certificate

11.3.1 "Estoppel is a legal principle that prevents someone from arguing something or asserting a right that contradicts what they previously said or agreed to by law".

11.3.2 On the written request of an Owner, purchaser, mortgagee or solicitor, LME III shall, within ten (10) days, provide an Estoppel Certificate which certifies: (Act 43.2)

11.3.2.1 the amount of any contribution payable by the Owner;

11.3.2.2 the frequency at which contributions are payable;

11.3.2.3 the amount of any contributions in arrears; and

11.3.2.4 the amount of interest owing, if any, on unpaid balances.

11.3.3 The Owner shall be estopped from denying the accuracy of such certificate.

PART 12 AMENDMENT

12.1 Amendment

12.1.1 These Bylaws may be added to, amended, repealed, or replaced by a Special Resolution (Act 32(3)). LME III shall provide notice of any proposed changes at least fourteen (14) days prior to the date of the Special Resolution.

12.1.2 Any amendment, repeal or replacement of Bylaws does not take effect until LME III registers such at the Land Titles Office.

PART 13 DEFINITIONS AND INTERPRETATIONS

13.1 The following definitions shall apply to all parts of these Bylaws.

13.1.1 "Act" shall mean the Condominium Property Act of Alberta and the Regulation.

13.1.2 "Board" means the elected Board of Directors of LME III.

13.1.3 "Buildings" means the buildings as shown on the Condominium Plan (excluding the Owners' Individual Property). Buildings include the walls, floors, ceilings, attic and roof of structures and all fixtures and finishing included in the applicable Standard Insurable Unit Description (SIUD).

13.1.4 "Bylaws" mean the Bylaws of LME III.

13.1.5 "Capital Improvements" means any addition to the Common Property of LME III, but does not include any improvements made to any then existing Common Property as part of the normal repair and maintenance of such Common Property.

13.1.6 "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which LME III is responsible, any real and personal property of LME III and the Common Property. Such expenses are not annually reoccurring.

13.1.7 "LME III means Condominium Corporation No. 8111013.

13.1.8 "Common Expenses" means those expenses as set out in the Act and these Bylaws.

13.1.9 "Common Property" means as much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan.

- 13.1.10 "Community Rules" are duly approved by the Board pursuant to these Bylaws and can be amended or repealed by an ordinary resolution of the Owners.
- 13.1.11 "Condominium Plan" means the Condominium Plan No 8111013 as registered with Alberta Land Titles Office.
- 13.1.12 "Contributions" means an Owner's monthly condominium fees payable to LME III.
- 13.1.13 "Easement Agreements" means those joint access, easement and cost sharing agreements, registered with the Alberta Land Titles Office as Instrument No. 791 090 047 and Instrument No. 831 083 680 (attached as Schedule A);
- 13.1.14 "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either person or property if not immediately remedied or rectified.
- 13.1.15 "General Meeting" Includes both annual and special General Meetings, held upon notice to all members of LME III, at which all such members or their proxies are entitled to be present, and if qualified, to vote.
- 13.1.16 "Guest" means a person, other than an Owner or Resident of the Unit, present with the permission of the Owner or Resident.
- 13.1.17 "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit, which increase the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder.
- 13.1.18 "Insurance Trustee" means a person, firm or corporation selected by resolution of the Board, whose duties include the receiving, holding and disbursing of proceed of insurance policies pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee.
- 13.1.19 "Interest Rate" may be charged on any unpaid balance of a contribution owing and is not to be greater than the rate of interest provided for by the Regulation (currently a maximum of eighteen (18) percent per annum.) (Reg 76)
- 13.1.20 "LME III" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 8111013" (referred to as LME III for the purpose of these Bylaws).
- 13.1.21 "Management Agreement" means a contract entered into by LME III and a third party regarding professional management services for the general administration and maintenance of LME III.
- 13.1.22 "Manager" means a person, firm or corporation contracted with a Management Agreement.
- 13.1.23 "Mortgagee" means the holder of a mortgage registered against the title of a Unit provided such holder has notified LME III of the interest in such Unit.

- 13.1.24 “Municipality” or “Municipal” means the City of Calgary.
- 13.1.25 “Natural Justice” requires that a person has the right to make full answer & defence and receive a fair & unbiased hearing with adequate notice before a decision is made that will negatively affect them.
- 13.1.26 “Operating Fund” means the money received by LME III and maintained in bank accounts and investments for the purpose of dispensing Operating Common Expenses.
- 13.1.27 “Ordinary Resolution” means a resolution to be:
- 13.1.27.1 passed at a General Meeting by a vote of more than 50% of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws, or
 - 13.1.27.2 agreed to in writing and signed by more than 50% of all the persons, who at a properly convened meeting of LME III, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws, and representing more than 50% of the total Unit Factors for all the Units.
- 13.1.28 “Owner” means a person(s) registered as the owner(s) of the fee simple estate in a Unit.
- 13.1.29 “Parcel” means the land comprised in the Condominium Plan.
- 13.1.30 “Privacy Areas” means any area granted to an Owner for their EXCLUSIVE USE, specifically driveway, walkway, steps, front balcony and rear deck.
- 13.1.31 “Project” refers to all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property.
- 13.1.32 “Proxy” is the authority to represent someone else in voting.
- 13.1.33 “Quiet Enjoyment” means enjoying or using the premises in peace and without unreasonable interference or disturbance.
- 13.1.34 “Regulation” means the Condominium Property Regulation pursuant to the Act.
- 13.1.35 “Resident” means a person whose resides in a Unit.
- 13.1.36 “Sanction” is a punitive measure for non-compliance of a bylaw or rule.
- 13.1.37 “Special Business” means any resolution to be voted on at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require a Special Resolution to be passed.
- 13.1.38 “Special Levies” are additional financial obligations that can be imposed on Unit Owners, (calculated based on Unit Factors) by a resolution of the Board.

13.1.39 "Special Resolution" means a resolution:

13.1.39.1 passed at a General Meeting by a vote of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws, and representing not less than 75% of the total Unit Factors; or

13.1.39.2 agreed to in writing and signed by not less than 75% all persons, who at a properly convened meeting of LME III, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws, and representing not less than 75% of the total Unit Factors.

13.1.40 "Spouse" includes a person who holds that position usually enjoyed by a spouse whether or not they are legally married.

13.1.41 "Standard Insurable Unit Description" means the typical fixtures and finishing of the Units as originally constructed, which are to be insured by LME III.

13.1.42 "Unit" means the space within the building and described as a Unit in the Condominium Plan, by reference to floors, walls, ceilings and garage.

13.1.43 "Unit Factor" means the unit factor for each Unit per the Condominium Plan.

13.1.44 "Utilities" means all shallow and deep utilities as are installed for the use and enjoyment of the Units, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all common sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units.

ENACTED this _____ day of _____, 2022
WITNESS the seal of Condominium Corporation No. 8111013

Chair

Treasurer

DECLARATION

We, the Chair and Treasurer of Condominium Corporation No. 8111013 certify that on the _____ day of _____, 2022, the preceding Bylaws were enacted as a Special Resolution by not less than 75% of all the persons who, at a properly convened meeting of Condominium Corporation No. 8111013, would be entitled to exercise the powers of voting conferred by the Act or the then existing Bylaws and, representing not less than 75% of the total Unit Factors for all the Units.

ENACTED thisday of 2022

WITNESS the seal of Condominium Corporation No. 8111013

Chair
Condominium Corporation No. 8111013

Treasurer
Condominium Corporation No. 8111013