

**DEGRAFF'S R.V. RESORT  
BY-LAWS**

## PART 1 – DEFINITIONS

### 1. DEFINITIONS

These Bylaws were enacted effective by unanimous resolution of the owners and Board of Directors in Condominium Corporation No. to replace the Bylaws set out in Appendix 1 of the *Condominium Property Act*.

1.1. The following definitions shall apply to all parts of the Bylaws:

- (a) “Accessory Structure” means any shed, fence, garage or other improvement on or in a Unit that is intended to be used in a permanent or semi-permanent manner at or on the Unit;
- (b) “Act” shall mean the *Condominium Property Act* and any amendments in effect from time to time;
- (c) “Board” mean the Board of Directors elected pursuant to the Bylaws, which shall constitute the Board of Managers referred to in the *Act*;
- (d) “Bylaws” mean the Bylaws of the Corporation, as amended from time to time;
- (e) “Common Expenses” means the expenses incurred in performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the Bylaws, but does not include Utility Expenses;
- (f) “Common Facilities” means improvements or assets located upon the Common Property or in the adjacent part of Gull Lake or on other Lands leased or held by the Corporation and designated for use in common by Occupants and Owners;
- (g) “Common Property” means the Lands designated as such on the Condominium Plan;
- (h) “Condominium Plan” means all of the condominium plans registered with respect to the Lands, including the initial plan and all subsequent plans dealing with phases of the project and any subsequent amalgamation plan;
- (i) “Corporation” means the corporation constituted under the *Act* by the registration of the Condominium Plan;
- (j) “Developer” means the owner of all the Units in any phase on the date the Condominium Plan for that phase is registered;
- (k) “Manager” means a person, firm, or corporation appointed as manager by the Board;
- (l) “Mortgagee” means the holder of a mortgage registered on title to one or more Units;
- (m) “Occupant” means a person present in or on a Unit or on the Common Property with the permission of an Owner, including the Owner and tenants of an Owner;
- (n) “Ordinary Resolution” means a resolution
  - (i) passed at a properly convened meeting of a corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or these by-laws;
  - (ii) signed by a majority of all the persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by the Act or these by-laws and representing more than 50% of the total unit factors for all the units;
- (o) “Owner” or “Unit Owner” means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
- (p) “Owner’s Assessment” includes common expenses, utility expenses and any other expenses, charges, fines or special assessments directed to a Unit, Owner or Occupant pursuant to the Bylaws or the *Act*;

- (q) “Park Model” means a Recreational Vehicle conforming to what is allowed under the Recreational Vehicle Resort District of the County of Lacombe’s Land Use Bylaw and any amendments thereto and to CSA standards or an equivalent approved in writing by the Board and, if mounted on a single chassis on wheels, which can be relocated from time to time; having a maximum length of 13.5 meters (44 feet) and a maximum width of 4.3 meters (14 feet), excluding all extensions, pull outs, tip outs, etc.; and which is equipped with a maximum CSA approved 100 amp interior electric panel;
- (r) “Park Model Permit” means a permit issued by the Developer or the Corporation, as the case may be, which authorizes the respective Owner to place a Park Model on a Unit;
- (s) “Person” includes a corporation, and the heirs, and personal legal representative of person;
- (t) “Recreational Vehicle” means a portable structure designed and built to be carried on or towed by a vehicle or to be transported on its own wheels and which is intended to provide temporary living accommodation for travel and recreation purposes and which does not need any special license or permit to travel on the public road systems other than a usual trailer or vehicle license and, without limiting the generality of the foregoing, includes such vehicles commonly known as a motor home, travel trailer or 5<sup>th</sup> wheel trailer but does not include a mobile home, any vehicle or trailer over ten (10) feet in width or tents provided that all Recreational Vehicles must bear a proper CSA label and conform to what is allowed under the Recreational Vehicle Resort District of the County of Lacombe’s Land Use By-Law and any amendments thereto;
- (u) “Regulations” means such rules, restrictions or guidelines as may be imposed by the Developer and subsequently amended, replaced or expanded by the Corporation from time to time;
- (v) “Resort” means all the Lands including all Units and Common Property comprising the development commonly known as DeGraff’s R.V. Resort;
- (w) “Special Resolution” means a resolution
  - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the *Act* or the Bylaws and representing not less than 75% of the total of Unit Factors for all the Units; or
  - (ii) signed by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the *Act* or the Bylaws and representing not less than 75% of the total Unit Factors for all the Units.
- (x) “Utility” means the owner of the private potable and/or wastewater systems installed by the developer;
- (y) “Utility Expenses” means expenses incurred by the Corporation to supply utilities or service to one or more Units;
- (z) “Unit” means an area designated as a Unit by the Condominium Plan;
- (aa) “Unit Factor” means the Unit Factor for such Unit as more particularly described in the Condominium Plan;

1.2. Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the *Act* or in the Lands Titles Act have the same meaning in these Bylaws.

- 1.3. The rights and obligations given or imposed by these Bylaws are in addition to the rights and obligations given or imposed by the *Act*.
- 1.4. These Bylaws are to be read with all changes of number and gender required by the context.
- 1.5. The headings in the body of these Bylaws are not part of the Bylaws and are inserted only for convenience and reference.
- 1.6. If there is any conflict between these Bylaws or the *Act*, the *Act* prevails.

## **PART II - THE CORPORATION**

### **2. DUTIES OF THE CORPORATION**

- 2.1. The Corporation shall enforce these Bylaws and shall take all necessary steps it sees fit to uphold the Bylaws.
- 2.2. In addition to its duties and responsibilities under the *Act* and as provided in the preceding sub-paragraph, the Corporation shall:
  - (i) place and maintain a comprehensive general insurance policy on all Units and the Common Property in the amount of Two Million Dollars (\$2,000,000.00) or as required by the *Act* or as directed by the Board from time to time, whichever amount is greater;
  - (ii) maintain and, where practical, establish Common Facilities;
  - (iii) remove snow from roadways to ensure they remain passable to trucks and four wheel drive vehicles;
  - (iv) maintain all lighting, fixtures, perimeter fences and gates and other assets located on the Common Property;
  - (v) maintain walkways, roads and paths and other Common Property;
  - (vi) maintain, repair or replace such tools and equipment as may be required to carry out its duties under these Bylaws and the *Act*;
  - (vii) implement reasonable abatement programs for control of pests and biting insects using environmentally friendly products and procedures;
  - (viii) maintain, repair or replace pipes, wires and cables existing in the Lands and used or capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
  - (ix) provide adequate garbage receptacles on the Common Property for use by all Owners and provide for regular garbage collection;
  - (x) enter into agreements with third party service providers and others and do such things as are considered necessary or expedient to provide water, sewer and power to the Units with those and other utilities to the Common Property and Common Facilities; and
  - (xi) keep copies of all warranties, guarantees, drawings, specifications, plans, agreements, certificates, approvals and the like relating to improvements and works on the Lands.
- 2.3. Only main underground waterlines and sewer lines and related works located on the Common Property will be the responsibility of the Corporation. All other connections, pipes and works which are located within or under a Unit are the responsibility of the individual Owners up to the boundary of the adjoining Common Property

### 3. POWERS OF THE CORPORATION

- 3.1. In addition to its powers under the *Act*, the Corporation shall have the power to do any or all of the following:
- (a) acquire personal property to be used:
    - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
    - (ii) by Owners in connection with their enjoyment of the real and personal property of the Corporation or the Common Property.
  - (b) borrow money required by it in the performance of its duties or the exercise of its powers;
  - (c) secure the repayment of money borrowed by it and interest on that money, by negotiable instrument, a mortgage of any property owned by it, or by any combination of those means;
  - (d) charge interest on any Owner's Assessment owing to it at a rate of 18% per year compounded monthly;
  - (e) make an agreement(s) with any Owner or tenant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or tenant of the Unit;
  - (f) grant a lease to the Developer or an Owner, permitting the Developer or Owner to have exclusive possession of any part of the Common Property;
  - (g) do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of the Lands with which it may be concerned;
  - (h) create such rules and regulations as it deems necessary or advisable concerning use of the Units and the Common Property and rental of Units, including procedures for giving tenants notice to vacate and measure to promote the security and peace of the community;
  - (i) make management agreements and other agreements with Owners and third parties;
  - (j) levy penalties, by way of fines, for the contravention of any Bylaw;
  - (k) commence such other proceedings as may be available for the enforcement of any Bylaw, penalty, assessment, judgment, contractual right or any power or entitlement under any express or implied easement, covenant or agreement, whether concerning an Owner or a third party;
  - (l) impose and collect deposits, give notice to deliver up possession of Units, and generally to deal with tenants as provided in the *Act*, and including the commencement of applications to the Court for relief, and for damages arising from an Owner's or an Occupant's damage to Common Property or Common Facilities;
  - (m) pay for utilities or services supplied to one or more Units, allocate the amount so paid to the Units supplied from a common utility meter or supplied with the service, whether equally or without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and to recover the amount allocated as an Owner's Assessment;
  - (n) restrict access to the Common Property, Common Facilities or any part of the same by any Owner or Occupant who has failed to pay, when due, an Owner's Assessment or who (or whose guest) has breached a Bylaw;
  - (o) discontinue the supply of utilities and service supplied by any Unit if the Unit Owner fails to pay Utility Expenses when due;
  - (p) set the fiscal year of the Corporation and change it;

- (q) abate payment of Common Expenses or Utility Expenses for any Unit from time to time; and
- (r) do whatever is necessary to accomplish the purposes of the Corporation, preserve the value of Units and promote the community of owners and collective enjoyment of the Lands and its amenities.

#### 4. DIRECTORS OF THE CORPORATION

- 4.1. The Corporation shall have a Board of Directors consisting of not less than three (3) and not more than seven (7) individuals, except that the Board elected by Degraff's Resort, as Developer, may consist of one or more persons, each as nominee of Degraff's Resort until the first Special General Meeting called by the Developer for the purpose of electing a Board of Directors.

#### 5. ELIGIBILITY TO SIT ON THE BOARD

- 5.1. A person does not need to be an Owner in order to be elected to the Board.
- 5.2. Notwithstanding subsection 5.1:
  - (a) where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at one time; and
  - (b) an Owner who has not paid to the Corporation any Owners Contribution due and owing in respect of his Unit is not eligible to be elected or to remain on the Board.
- 5.3. An individual shall not be a member of the Board unless that individual is eighteen (18) years of age or older.

#### 6. ELECTION OF THE BOARD

- 6.1. At an election of members of the Board each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the Board.
- 6.2. The Developer will, within 90 days from the day that 50% of the intended Units are sold or 180 days from the time the first Unit is sold, whichever date is earlier, convene a Special General Meeting at which time the first Board of Directors will be elected.

#### 7. TERM OF OFFICE

- 7.1. Subject to subsection 7.2, and in order to ensure continuity, the members of the Board shall be elected for staggered two-year terms.
- 7.2. Therefore, at the first general meeting of the Corporation:
  - (a) not more than fifty (50%) per cent of the members of the Board shall be elected for a term expiring at the conclusion of the Annual General Meeting convened in the year following the year in which they were elected; and
  - (b) the balance of the members shall be elected for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which they were elected
- 7.3. Each member of the Board shall remain in office until:

- (a) the office becomes vacant under section 9 of these Bylaws;
  - (b) the member resigns;
  - (c) the member is removed under section 8 of these Bylaws; or
  - (d) his term in office expires;
- whichever shall first occur first.

## 8. REMOVAL OF A MEMBER OF THE BOARD

- 8.1. Except where the Board consists of less than three (3) individuals, the Corporation may, by special resolution, remove any member of the Board before expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.
- 8.2. Upon prior written notice to the Board member affected, the Board may declare by ordinary resolution that the office of the Board member is vacated immediately if the Board member:
- (a) becomes bankrupt;
  - (b) becomes mentally incompetent;
  - (c) is convicted of an indictable offence for which the maximum penalty is imprisonment for a term of not less than two (2) years;
  - (d) is convicted of any offence involving fraud, deceit, theft or embezzlement;
  - (e) is more than sixty (60) days in arrears in payment of any Owners Contribution or other debt properly due and owing to the Corporation; or
  - (f) is absent from two (2) consecutive meetings of the Board without the permission of the Board.

## 9. VACANCIES ON THE BOARD

- 9.1. Where a vacancy occurs on the Board, the Board may by ordinary resolution appoint another person to fill that office for the remainder of the former member's term.

## 10. OFFICERS OF THE CORPORATION

- 10.1. At the first meeting of the members of the Board held after the general meeting of the Corporation at which members are elected, the Board shall designate from its members a President, Vice-President, Secretary and Treasurer of the Corporation. This provision does not apply to the first Board of Directors named by Degraff's Resort or its nominees.
- 10.2. The Board may designate one person to fill the offices of Secretary and Treasurer.
- 10.3. In addition to such duties as may be assigned from time to time to the officers by the Board:
- (a) The President is responsible for the daily execution of the business of the Corporation and shall act pursuant to the resolutions of the Board, or by its subsequent ratification and he shall act as chairman of the meetings of the Board and the annual general meeting of the Corporation.
  - (b) The Vice-President shall assist the President and replace him from time to time if he is absent or unable to carry out his duties.
  - (c) The Secretary shall record and maintain all the minutes of the Board meetings

- and shall be responsible for all the correspondence of the Corporation.
- (d) The Treasurer shall:
- (i) receive all money paid to the Corporation and deposit it as the Board may direct;
  - (ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
  - (iii) present to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation; and
  - (iv) prepare for submission at the Annual General Meeting a budget for the forthcoming fiscal year of the Corporation and a financial statement for the most recently completed fiscal year of the Corporation.
- 10.4. Except for the office of President, if any officer is absent or disabled, the Board may designate another member of the Board to act in his stead.
- 10.5. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.
- 10.6. 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.
- 10.7. Where a Board consists of not more than three (3) persons, those persons may perform the combined duties of the officers of the Corporation in such a manner as the Board may direct.

## 11. PROCEDURE FOR BOARD MEETINGS

- 11.1. The Board shall meet at the call of the President. All Board meetings shall follow Roberts' Rules of Order unless and to the extent that the Board adopts some other rules of procedure.
- 11.2. The Board shall meet when any two (2) members of the Board give other members not less than seven (7) days notice of the meeting, specifying the reason for calling such special meeting.
- 11.3. The Board must meet at least twice in each calendar year.
- 11.4. Meetings of the Board may be held at any location in Alberta but should be held at locations which are convenient to most Board members but meetings may always be held at any location on the Lands.
- 11.5. Members of the Board may attend meetings by telephone by making prior arrangements with the President.

## 12. MAJORITY VOTE AND QUORUM OF THE BOARD

- 12.1. At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tied vote, the chairman is entitled to a casting vote in addition to his original vote.
- 12.2. A quorum at a meeting of the Board shall be a majority of the sitting members of the



Board.

- 12.3. Unless the Board otherwise directs, the chairman of the meeting shall present an agenda for adoption at the beginning of each meeting. If a specific agenda is prescribed by these Bylaws or by a standing resolution, the chairman shall give members an opportunity to add items to the agenda.

### 13. RESOLUTIONS IN WRITING

- 13.1. A resolution in writing signed by all of the members of the Board shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

### 14. SEAL OF THE CORPORATION

- 14.1. The Corporation shall have a corporate seal which shall not be used except under the authority of a Board resolution. The Corporation may resolve to have a facsimile corporate seal, which may only be used for the purpose(s) described in the resolution.

### 15. SIGNING AUTHORITY

- 15.1. The Board shall prescribe, by resolution:
- (a) those officers or other persons who are authorized to sign cheques, drafts, instruments, or other documents, whether or not they are required to be signed under the corporate seal, and
  - (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.
- 15.2. The Board may authorize a property manager, or other agent, to issue and execute replies to information requests and estoppel certificates and any other information requested under the *Act*. The Board may empower the property manager, or agent, to affix the corporate seal or the facsimile corporate seal to documents.

### 16. POWERS OF THE BOARD

- 16.1. The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in the powers of the Corporation, except such powers as are required under the *Act* or these Bylaws to be exercised by the Corporation in general meeting.
- 16.2. The Board may employ for and on behalf of the Corporation such agents and employees as it thinks fit in connection with the control, management and administration of the real and personal property of the Corporation and the Common Property, and in that respect may authorize those persons to exercise in the powers of and carry out the duties of the Corporation.
- 16.3. The Board may retain professional services not specifically required by the *Act* or these Bylaws.
- 16.4. The Board may, subject to any restrictions imposed upon or direction given to it at a general meeting of the Corporation, delegate to any of its members or to another person such of its powers and duties as it thinks fit, and may at any time revoke that delegation.

- 16.5. The Board may set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the *Act* or these Bylaws.
- 16.6. The Board may establish a fiscal year for the Corporation and in the absence of such a resolution the fiscal year shall be the calendar year.
- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, Units or the Common Property;
  - (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 15% 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 combination of those means;
  - (d) invest as it may determine any contributions towards the Common Expenses subject to the restrictions set forth in Section 43 of the Act;
  - (e) make 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 Managed Property and do all things reasonably necessary for the enforcement of the By-laws for the control, management and administration of the Common Property and Managed Property generally including the commencement of an action under Section 36 of the Act and all such subsequent proceedings relating thereto;
  - (f) provide and maintain out of the assessments 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 replacement and Capital Replacement Reserve Fund, including funds for the replacement of the improvements on the Common Property which the Corporation agrees to replace and the replacement and Capital Replacement Reserve Fund shall be assets of the Corporation;
  - (g) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
  - (h) raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided; and
  - (i) charge interest under Section 40 of the Act on any contribution or common Expenses owing to it by an Owner at the Interest Rate.

## 17. DUTIES OF THE BOARD

- 17.1. In addition to the duties imposed by the *Act*, the Board shall:
- (a) enforce these Bylaws and such rules and regulations as it may adopt from time to time;
  - (b) cause proper books of account to be kept detailing all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
  - (c) prepare financial statements, prepared to at least the standard of a review engagement, relating to all money of the Corporation, and the income and

- (d) expenditures of the Corporation, for each Annual General Meeting; maintain financial records of all the assets, liabilities and equity of the Corporation;
- (e) submit to the Annual General Meeting an annual report consisting of the financial statements and such information as the Board may determine or as may be directed by a resolution passed at a general meeting.
- (f) provide a Mortgagee entitled to voting rights, as may be prescribed by the *Act*, the same notices required to be given to the owner of the mortgaged Unit upon the Corporation's having previously received sufficient notice of the Mortgagee's rights.

## 18. PENALTIES FOR BY-LAW CONTRAVENTION

- 18.1. If the Board determines that a breach of the Bylaws is occurring, 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, specifying a reasonable time in which the breach is to be rectified, and the fine to be levied if the breach is not rectified. The time specified shall be no later than seven (7) days from the date that the notice is delivered to the Owner alleged to be in breach. Upon resolution, the Board may impose a penalty by fine, not to exceed \$25,000.00 and \$500.00 per day for each day that the offence continues. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both, are liable for payment of the fine.
- 18.2. Notice of an infraction of these Bylaws or the rules and regulations prescribed by the Board from time to time shall be deemed to be received by the Owner or Occupant, as the case may be, on the second business day following posting of a notice to that effect at the Unit and either mailing or faxing a copy to the Owner's last known address.
- 18.3. Each day of a continuing breach shall be deemed a separate contravention of the Bylaws.
- 18.4. Subsequent breaches of the same Bylaw provision or the same rule or regulation by an Occupant or Owner shall not require any notice period before a fine is imposed.

## 19. CAPITAL REPLACEMENT RESERVE FUND

- 19.1. The Board shall establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the future repair or replacement of any real and personal property or works owned by the Corporation, Common Property and Common Facilities where the repair or replacement does not occur annually.
- 19.2. The Board may by resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure without an ordinary resolution of the Owners.

## 20. INSURANCE

- 20.1. The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance

on all the insurable common property, both real and personal, of any nature whatsoever of the Corporation to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:

- (a) Coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
  - (b) Coverage to the full replacement value of all Common Facilities and all chattels and other property belonging to the Corporation or forming part of the Common Property; and
  - (c) Coverage for such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation.
- 20.2. Nothing in these Bylaws shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of their ownership or use or occupation of a Unit or their personal liability.
- 20.3. Notwithstanding the foregoing, the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner.
- 20.4. In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees.
- 20.5. The Board shall also obtain and maintain public liability insurance and errors & omissions insurance which protect the Manager, the Corporation, the Board, and the Owners against any liability to third parties or to other Owners and their invitees, licensees, or tenants, incident to the ownership and use of the Units and all Common Property owned by the Corporation. The limits of liability under such insurance shall not be less than two million (\$2,000,000) dollars for any one person injured or for any one accident and shall not be less than one million (\$1,000,000) dollars for property damage per occurrence. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another named insured.

## 21. ESTOPPEL CERTIFICATES

- 21.1. Any certificate as to an Owner's position with regard to an Owner's Assessment or otherwise, issued by the Manager or officer of the Corporation shall be deemed as 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 Owner, but this shall not relieve the Owner himself (or ex-Owner if he has then disposed of his Unit) from liability for all proper obligations of the said Owner, whether improperly stated in such Certificate or not, and the same may be enforced in accordance with these Bylaws or the *Act* or at law as ordinary debts due by the Owner or ex-Owner to the Corporation.

## **PART III – MEETINGS**

### 22. CONVENING OF MEETING AND NOTICE

- 22.1. Each year after the first Special General Meeting called by the Developer, the Board shall

convene a general meeting of the Owners within ninety (90) days of the end of the Corporation's current fiscal year (an "Annual General Meeting").

- 22.2. At least fifteen (15) days in advance of each Annual General Meeting, the Board shall deliver or mail to each Owner a copy of the current budget, which shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year, including a reasonable provision for the contingencies and replacement.
- 22.3. The Board may also, whenever it considers it proper to do so, and shall upon the written request of the Owners entitled to vote and who collectively represent 25% of the total Unit Factors for the Units, convene a special general meeting (a "Special General Meeting").
- 22.4. Where an Annual General Meeting or a Special General Meeting is to be convened, the Board shall, not less than seven (7) days prior to the day upon which the meeting is to be convened, give to each Owner, and every Mortgagee entitled to vote, written notice of the meeting stating:
- (a) the place, date and time at which the meeting is to be convened, and
  - (b) the nature of special business, if any, to be brought forth at the meeting.
- 22.5. An Annual General Meeting or a Special General Meeting, or anything done at such meetings, is not invalid by reason only that a person was inadvertently not given or did not receive, a notice of the meeting.

### 23. QUORUM

- 23.1. Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present or represented by the proxy at the time when the meeting commences.
- 23.2. A quorum for an Annual General Meeting or a Special General Meeting is the number of persons whose total vote represents at least 1500 Unit Factors, being present in person or represented by proxy at that meeting.
- 23.3. If a quorum is not present at the assigned starting time, the meeting shall stand adjourned to the following week at the same time and place. At the adjourned meeting, if a quorum is not present within thirty (30) minutes, then the persons entitled to vote who are present shall be a quorum.

### 24. PROCEDURE

- 24.1. The order of business at an Annual General Meeting and, as far practicable at any other general meeting, shall be as follows:
- (a) Call to order by the chairman;
  - (b) Calling of the roll and certifying of proxies or of nominations;
  - (c) Proof of notice of meeting and certifying the of proxies;
  - (d) Reading and disposal of any unapproved minutes;
  - (e) Reports of officers;
  - (f) Reports of committees;
  - (g) Election of members of the Board;

- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

## 25. MANNER OF VOTING

- 25.1. At any meeting by resolution moved or proposed shall be decided on by a show of hands and, unless a poll is demanded, a declaration by the chairman that a resolution has been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 25.2. The chairman of the meeting shall not vote upon a show of hands.
- 25.3. On a show of hands, each person entitled to vote shall have one vote.
- 25.4. Except for those matters requiring a special resolution or unanimous resolution, all matters shall be determined by a simply majority vote (i.e., an ordinary resolution).

## 26. POLLING THE VOTE

- 26.1. A poll (i.e., a secret ballot) may be demanded by any person entitled to vote.
- 26.2. If a person demands a poll, that person may withdraw that demand and upon the demand being withdrawn, the vote shall be taken by a show of hands.
- 26.3. A poll, if demanded, shall be taken in such manner as 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.
- 26.4. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them and the result of the vote shall be determined by the totals of the Unit Factors.
- 26.5. If a polled vote is tied, the chairman shall order a recount. If the vote remains tied, the chairman shall cast a deciding vote in addition to his original vote.

## 27. PROXIES

- 27.1. A person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying a proxy may indicate he is showing hands for one or more Units.
- 27.2. An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting. A proxy holder need not be an Owner.
- 27.3. If a corporation is the Owner of a Unit, it shall make a nomination, in writing signed by an officer of the Corporation, under seal or with Affidavit of Corporate Signing Authority,, specifying the person who is entitled to vote in the interest of the corporation as Owner.

- 27.4. A proxy instrument must be in a form satisfactory to the Board, acting reasonably, and must be registered with the Secretary at least two (2) business days in advance of the meeting at which such proxy is to be exercised.

## 28. RESTRICTIONS ON VOTING

- 28.1. Except as provided in subsection 25 hereof, and except as to a Mortgagee's right to exercise an Owner's vote, there are no restrictions or limitations on an Owner's right to vote at an Annual General Meeting or Special General Meeting.
- 28.2. Where, at the time of an Annual General Meeting or a Special General Meeting, an Owner has not paid to the Corporation all contributions that are due and owing in respect of his or her Unit, that Owner is ineligible to cast a vote or grant a proxy at that meeting in respect of any resolution other than a Special Resolution or a Unanimous Resolution.

## 29. VOTE BY CO-OWNERS

- 29.1. If a Unit is owned by more than one person, those co-owners may vote personally or by proxy, and:
- (a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them; and
  - (b) in the case of a vote taken by a poll, a co-owner is entitled to that portion of the vote applicable to the Unit as is proportionate to his interest in the Unit.

## 30. VOTE BY TRUSTEE

- 30.1. Where an Owner is a trustee, the trustee shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and the latter may not vote.

## 31. RESOLUTIONS IN WRITING

- 31.1. A resolution signed in person or by proxy by all the persons who, at a properly convened Annual General Meeting or Special General Meeting of the Corporation would be entitled to vote, shall have the same effect as a resolution duly passed at such a meeting.

## 32. AMENDMENT OF BY-LAWS

- 32.1. At any meeting where a Bylaw is to be amended, repealed or replaced, the persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacements, together with the notice of the meeting, at least seven (7) days before the appointed meeting time. Amendment, repeal or replacement of all or part of these Bylaws shall be by Special Resolution.

# **PART IV- USE AND OCCUPATION OF UNITS AND COMMON PROPERTY**

## 33. DUTIES OF OCCUPANTS AND OWNERS

- 33.1. The accrued duties, obligations and debts of an Owner in these Bylaws survive transfer of his Unit to someone else and may continue to be enforced against him as though he

remained an Owner, at the Board's sole and unfettered discretion.

- 33.2. An Occupant and Owner shall, at all times:
- (a) permit the Corporation and its agents, at all reasonable times on notice (except in urgent circumstances when no notice is required), to enter the Unit for the purpose of:
    - (i) inspecting the improvements;
    - (ii) inspecting and repairing utility lines and works;
    - (iii) maintaining or improving the Common Property;
    - (iv) maintaining or improving the Common Facilities; and
    - (v) ensuring that Bylaws and Regulations are observed.
  - (b) carry out all work that may be required pursuant to these Bylaws or a resolution of the Board or ordered by any public authority having jurisdiction;
  - (c) pay all taxes, charges, assessments and utility bills in respect of the Unit;
  - (d) keep the Unit neat and tidy and in good repair;
  - (e) complete in a timely manner any construction on the Unit and, in any event, complete within four (4) months any construction;
  - (f) restrict the size, placement, design, appearance and age of any Recreational Vehicle, Park Model or the construction of any improvement on or under the Unit only in strict compliance with these Bylaws and rules and regulations then in effect;
  - (g) forthwith carry out all work that may be required pursuant to these Bylaws or as required by a local authority or other public authority in respect of his Unit;
  - (h) pay promptly when due, and in accordance with this Bylaw:
    - (i) to the Corporation, each and every Owners Assessment as levied by the Corporation from time to time;
    - (ii) to the Corporation each and every assessment for Utility Expenses as are levied by the Corporation from time to time;
    - (iii) to the Corporation, each and every assessment, demand and levy for contribution to, reimbursement of, and payment for, expenses and costs incurred by the Corporation, which are levied, assessed or directed to his Unit, or which are the subject of indemnification as prescribed by this Bylaw or at law;
    - (iv) to the Corporation, all interest on such accounts, assessments, or levies in arrears together with the Corporation's collection costs as prescribed in this Bylaw or at law; and
    - (v) to the appropriate authority or private service provider, each and every account, statement bill, rate, charge, tax, and assessment that may be payable in respect of his Unit from time to time.
  - (i) abide by all regulations and rules established by these or other Bylaws;
  - (j) notify the Corporation forthwith of:
    - (i) any change in the ownership of the Unit;
    - (ii) any mortgage registered against the Unit;
    - (iii) any change of the Owner's address or telephone number;
  - (k) not make structural, mechanical or electrical alternation to his Unit or the fixtures and works installed thereon or to the Common Property without the prior written consent of the Board, which will not be unreasonably withheld.



- 33.3 (a) The Occupant shall be responsible for mowing any grass on the Unit and keeping the Unit tidy at all times. Although the Corporation will maintain the common area landscaping, the Occupants are responsible for keeping their Unit neat, orderly and the grass trimmed as outlined by the Corporation for each Unit. Any Occupant not maintaining the Unit accordingly will be assessed for maintenance which will be done by the Corporation at an hourly rate. All toys, bicycles, etc. shall be removed to the Unit each night. If the above is not complied with, all items may be taken to the office and may only be retrieved upon the payment of a penalty. Grass may not be mowed between 8:00 p.m. and 8:00 a.m.
- (b) Waiver by the Corporation of any breach of any condition, rule or regulation committed by the Occupant herein shall not be construed as a waiver of the Corporation's right to exercise its option to give notice in respect of any subsequent breach of the same or other conditions, rule or regulation by the Occupant.
- (c) The Occupant shall keep the Unit neat and clean at all times. No accumulations of junk or debris of any kind shall be permitted around, on or under the Recreational Vehicle or Park Model on the Unit.

#### 34. REGULATION OF UNITS

- 34.1. Except with the prior written permission of the Board, an Occupant shall NOT:
- (a) place a Park Model, or any other vehicle or accommodation larger than a Recreational Vehicle on any Unit unless the Owner holds a valid Park Model Permit and then only in accordance with the terms and conditions which may be prescribed on such Permit;
  - (b) place his Recreational Vehicle or Park Model on the Unit at any location other than on the pad provided for that purpose by the Developer;
  - (c) allow accumulations of junk or debris of any kind around, on or under the recreational vehicle or the Unit;
  - (d) park more than three (3) vehicles on the Unit (excluding one watercraft);
  - (e) do anything which would increase the risk of fire or increase the insurance premium payable by the Corporation;
  - (f) allow guests to pitch more than one (1) tent on the Unit;
  - (g) park vehicles on neighbouring Units at any time without permission from the appropriate Owner;
  - (h) park vehicles or store anything in a manner which restricts access to the Common Property;
  - (i) use a Unit for any business purpose whatsoever;
  - (j) store any inventory for the purpose of a business upon any Unit if it is visible to a neighbour or someone on Common Property;
  - (k) cause, permit or suffer any unusual or objectionable noises or odours to emanate from the Unit;
  - (l) continue any conduct or practice which in the opinion of the Board may negatively affect the reputation of the Corporation or reflect or tend to reflect unfavourably on the Resort, the Corporation, or other Owners or Occupants;
  - (m) use his Unit in a manner or for a purpose that would cause a nuisance or hazard to any other Owner, Occupant or the Corporation;
  - (n) set out bait for any wildlife except only for bird feeders of a type and up to a number which the Board may from time to time direct;
  - (o) cut any tree or shrub on the Unit except as necessary to construct an approved

Accessory Structure and reasonable eating and recreation areas but in any event no closer than two (2) meters to any Unit boundary excluding the pad area at the front of a Unit;

- (p) use a toilet, sink, drain or other plumbing fixture for any purpose other than that for which it is intended;
- (q) dispose of any chemical or substance into the sewer system which is prohibited by the Utility or the Board;
- (r) dispose or deposit any deleterious material such as paint, solvent, oil or other contaminant or any substance subject to environmental regulation on a Unit or into the Utility's wastewater system or any connection to it;
- (s) dispose or deposit any compound used to prevent freezing into any connection to the Utility or onto a Unit unless the same is approved by the Utility;
- (t) drill a water well on any Unit or use a private water well or haul water onto a Unit (except only bottled water) or dispose of wastewater in any manner except through the Utility;
- (u) install or place any type of sewage pump out tank or septic field system on, in or under a Unit;
- (v) hang anything in public view which the Board considers offensive or displeasing or which it does not consider appropriate for viewing by young children;
- (w) permit a television antenna or similar structure or appurtenances thereto to be erected on or fastened on an Unit except those that are supplied with a Recreational Vehicle or a separate structure that would be of a height not greater than that supplied with a Recreational Vehicle. Satellite dishes larger than 24 inches in diameter shall not be permitted;
- (x) permit the Unit to be occupied by more than ten (10) persons (whether adult or minor) overnight without the consent in writing of the Manager;
- (y) permit, erect or cause to be erected or to remain on the Lands outside his Unit any structure, barrier or other matter or thing of a permanent or semi-permanent nature except with the prior approval of the Corporation;
- (z) carry out repairs or adjustments to vehicles, nor shall any vehicles other than private passenger automobiles, station wagons, vans or pickup trucks be brought onto the Resort without the written permission of the Corporation or its Manager, save in the course of delivery to or removal from the respective Unit;
- (aa) discard household garbage or trash or litter anywhere on the Lands except only in designated containers provided for that purpose by the Corporation;
- (bb) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kinds on a Unit without the prior approval of the Corporation, including any "For Sale" or "For Lease" sign;
- (cc) trespass on another Occupant's Unit or permit his family or guests to trespass on another Occupant's Unit;
- (dd) operate automobiles or any other vehicle at a speed in excess of fifteen (15) km/h or as posted;
- (ee) have open fires, except in properly constructed fire pits, the location and design of which shall require prior approval of the Corporation;
- (ff) allow water to collect in any container or plaything;
- (gg) make, or permit to be made, any unseemly or disturbing noises;
- (hh) disturb or permit the disturbance or other persons residing or situated on the Resort;
- (ii) bring, keep or store or permit to be brought, kept or stored in or upon the Resort any dangerous substances or materials including radioactive, explosive, poisonous, or inflammable substances or materials, without the prior written

consent of the Corporation. Storage at the docks of gasoline and oil, or other flammable liquids, is strictly prohibited. Safe storage of no more than twenty (20) gallons of gasoline shall be allowed on a Unit provided that the Occupant complies with all applicable regulations for the safe handling and storage of gasoline;

- (jj) install or permit sewer hook-ups unless the same have rigid connections, are airtight and sealed when not connected to a Recreational Vehicle;
- (kk) permit noise or disturbance on his Unit between 11:00 p.m. and 8:00 a.m. Radio, television or similar equipment shall be kept at levels which will not at any time annoy or disturb other Occupants;
- (ll) permit loud or boisterous parties or noises on a Unit at any time;
- (mm) fail to properly and immediately dispose of fish offal as directed by the Corporation from time to time;
- (nn) hang laundry out to dry, with the exception of beachwear and towels. Clotheslines of any type are prohibited;
- (oo) alter the Unit's physical appearance except only by planting of flowers, bushes and trees and the building of Accessory Structures in accordance with this Bylaw and then only unless such construction or alterations are performed by qualified workmen and to proper building codes;
- (pp) use any unsold or vacant Unit without the prior permission of the Owner;
- (qq) discharge firearms, use archery equipment or any weapon on the Lands, except that the Manager reserves the right to use the same for predator and pest control; or
- (rr) locate a sidewall or any portion of any Recreational Vehicle or Park Model closer than 1.5 meters to the property line of the adjacent Unit or adjacent Common Property.

- 34.2. The Corporation shall not be responsible in any way for any loss or damage to boats or articles left in boats, vehicles or trailers.
- 34.3. Waiver by the Corporation of any breach of a rule or regulation or bylaw committed by the Occupant or Owner shall not be construed as a waiver of the Corporation's right to give notice or impose a fine or take other action in respect of any subsequent breach or default by the Occupant or Owner.
- 34.4. An Occupant not maintaining the Unit according to these Bylaws will be assessed for maintenance, which will be done by the Corporation at an hourly rate set by the Board.
- 34.5. Friends, relatives, guests and visitors of the Occupant or Owner are the joint and several personal responsibility of the Occupant and Owner when they are upon the Unit or the Park.
- 34.6. The Occupant and relevant Owner shall be responsible for and pay for any damage, replacement or repair occasioned by the careless or negligent use of the Park or the facilities thereon, and shall further pay for any damage, replacement or repair caused by anyone who is in the Park or on a Unit with the authority or express or implied consent of the Occupant or Owner;
- 34.7. The use and development of any unit is subject to compliance with the bylaws and regulations and any amendments thereto of Lacombe County.

### 35. PETS

- 35.1. If the Board determines that a pet is a nuisance to other Occupants, the Board may issue a notice to the Owner and Occupant involved, specifying a date beyond which the pet will no longer be allowed on the Lands.
- 35.2. Occupants will pick up immediately all pet waste, including any deposited on their own Unit, and deposit the same in a garbage receptacle.
- 35.3. Occupants shall not, at any time:
- (a) allow any pets (including cats) to roam outdoors without a leash or leave the Unit (including after dark) or leave a pet unattended for an unreasonable period of time;
  - (b) have on any Unit more than two family pets, such as dogs, cats or birds, or a combination of one of each, without prior written approval from the Board;
  - (c) permit any pet onto another Unit without the consent of the Occupant of that Unit;
  - (d) permit a dog to bark excessively at any time;
  - (e) permit any pet to be present on the beach or any area designated as "No Pets", whether or not on a leash or in a container;
  - (f) violate the regulations governing the keeping of livestock, including pets, in the Recreational Vehicle Resort District of the County's Land Use Bylaw and any amendments thereto.

### 36. ACCOMODATION AND ACCESSORY STRUCTURES

- 36.1 All Unit Owners are advised that development permits may be required from Lacombe County for Park Models and any additions to a Recreational Vehicle or Park Model. In addition, permits may be required under the Alberta Safety Codes Act and Regulations related thereto.
- 36.2. Owners who purchase a Unit must place an approved Recreational Vehicle or Park Model on the Unit at such times as they or any Occupant is using the Unit except that if, at the time of purchase, the Owner owns only a tent, the Owner shall be permitted to place it on their Unit for a period of one year from the purchase date. Tents must be permanently removed from the Unit after one year.
- 36.3. Recreational Vehicles
- (a) Recreational Vehicles placed upon a Unit must comply with the following standards:
    - (i) Recreational Vehicles must be kept clean and in good repair and used according to the manufacturer's instruction and their intended purpose;
    - (ii) Recreational Vehicles which are in excess of twelve (12) years of age will be discouraged and must be approved by the Board in writing before being placed on a Unit, which approval may be arbitrarily withheld and without reasons; and
    - (iii) Recreational Vehicles must be kept on designated pads.
- 36.4. Park Models
- (a) Prior to delivery within the Resort, all Park Models must receive pre-approval

from the Board and all necessary development permits from the County of Lacombe. Approval shall be considered upon receipt of the following information by both the Board and the County of Lacombe:

- (i) Detailed floor plan of Park Model with dimensions, including Sun rooms and decks,
- (ii) Front side and rear views of unit with elevations;
- (iii) Front, side and rear views of Sun room and deck with elevations;
- (iv) Site plan of lot showing location of unit and clearly showing setbacks from front, side and rear of unit to adjacent property lines.

### 36.5. Accessory Structures

- (a) Must comply with the regulations contained in the Recreational Vehicle Resort District of the County's Land Use Bylaw and any amendments thereto;
- (b) No construction, alteration or improvement to any Unit including, but not limited to, landscaping, decks, railings, storage sheds or modifications to existing structures may be carried out, by or on behalf of any Owner without the prior written approval of the Board, and then only in strict compliance with such terms and conditions as the Board may impose.
- (c) Not more than one (1) Accessory Structures may be placed on any Unit except only that one Sun Room will not count for the purpose of this restriction.
- (d) All construction must meet with the appropriate government building codes.
- (e) Accessory Structures constructed or placed upon a Unit must be of maintenance free constructions and in accordance with construction standards within the rest of the Park, approved by the Board and of any approved colour and must comply with the following standards:
  - (i) Fences shall be of a maximum height of 4ft and be constructed in strict compliance with architectural controls of the Developer or the Board, as the case may be, provided that fences which have already been approved in writing will not have to be changed if and when such architectural controls or standards are changed or amended by either the Developer or the Corporation. To be constructed of black chain link. With a minimum front yard set back of 20ft.
  - (ii) Sheds may be constructed of wood, vinyl or metal. The external measurements at the base of a shed shall not exceed one hundred fifty (150) square feet in area with no one side being more than sixteen (16) feet in length, with a height of no more than ten feet (10'), measured from the lowest ground elevation on which the shed sits. Eaves or overhangs on sheds shall be limited to a maximum of twelve (12) inches.
- (f) Sun Rooms are permitted providing they meet the following standards:
  - (i) The total area of Sun rooms and decks combined must not exceed 1,000 square feet;
  - (ii) Height shall not exceed the height of the eave or the roofline (whichever is the lower) of the Recreational Vehicle or Park Model on the Unit to which the Sun room is attached or adjacent to;
  - (iii) Sun rooms may be constructed of either metal, wood or vinyl with windows of glass, plexiglass or similar material and of a design approved by the Board;
  - (iv) Both the siding material and colour must match the material and colour of the Recreational Vehicle to which they are attached or adjacent; and

- (v) Gable roofs shall be shingled with the same colour and style of shingle, which is on the Park Model trailer.

36.6 Other Improvements

- (a) Decks shall be wooden or vinyl, painted or stained and the total elevated area shall not exceed four hundred (400 sq. ft) excluding stairs or steps, up to 36 inches in width. Deck railings shall not exceed 42" in height (measured from the surface of the deck) and no deck shall be permanently screened or closed in unless they meet with the conditions set forth in connection with Sun Rooms.
- (b) All permanent awnings must be manufactured metal awnings of a colour and type approved by the Board. Eaves or overhangs on all awnings shall be a maximum of two (2) feet beyond the dimensions of the actual deck.
- (c) Windscreens or privacy screens shall not exceed the height of the eave or roofline (whichever is the lower) of any recreational vehicle located upon a Unit. Total measurement of windscreens or privacy screens shall not exceed 18 feet in length. Windscreens or privacy screens must be constructed of glass, plexiglass or similar material, which can be viewed through, or of latticework or similar construction with aperture diameter being a minimum of four (4) inches, spaced a maximum of one and a half (1 ½ ) inches apart.
- (d) Skirting around Recreational Vehicles, Sun rooms and decks must be of either vinyl or vinyl clad.
- (e) One firewood storage box may be constructed to a maximum size of 4 x 8 feet and 6 feet in height with a roof overhang up to 6 inches. These may be constructed of wood, metal or vinyl with latticework sides and covered with siding. The colour must be approved by the Board.

36.7 In order to preserve the quality and integrity of the Resort, the Board reserves the sole right to enforce the above standards by the removal from the Resort of any Recreational Vehicle or Accessory Structure which does not meet with the approval of the Board or which do not coincide with the above standards.

36.8 Notwithstanding any specified sizes or allowance for accessory structures in these Bylaws, the total site coverage of all accessory structures and the Recreational Vehicle or Park Model, as the case may be, placed on a Unit must not cover more than forty per cent (40%) of the total surface area to a maximum of 1,450 ft<sup>2</sup> of the Unit unless first approved in writing by Lacombe County and the Board.

36.9 Notwithstanding any specified sizes or allowances for accessory structures in these Bylaws, no Accessory Structure or fence shall be constructed without prior approval of the Board as to size, colour, material, elevations and siting and then only in strict compliance with such approval(s).

### 37. REGULATION OF COMMON PROPERTY

37.1. While any construction is ongoing or remains outstanding on the Lands, the Developer reserves the right to restrict access to any part of the Common Property by posting appropriate signage. Such restrictions will be intended to ensure the safety of workers, Owners, Occupants and guests as well as security of the Developer's equipment, materials and works and must be strictly observed by all Occupants, Owners, guests and their children and pets. After the last phase has been developed, the Developer will have no further right to control or regulate access to or use of Common Property except as

otherwise set out in these Bylaws.

- 37.2. Except with the prior written permission of the Board, an Occupant shall NOT:
- (a) do anything which would increase the risk of fire or increase the insurance premium payable by the Corporation;
  - (b) cut any tree or shrub on the Common Property whether or not the branch or vegetation appears to be, or is, dead;
  - (c) allow overnight sleeping on Common Property or allow guests to pitch tents on Common Property;
  - (d) park vehicles or boats on Common Property except only in areas which may be designated for that purpose or in Boat Slips;
  - (e) allow anyone under the age of eighteen (18) years to be on the Common Property after midnight each night;
  - (f) leave chairs, playthings, blankets or anything on Common Property unless the same are in use by an Occupant;
  - (g) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress or egress to and from his Unit;
  - (h) carry out repairs or adjustments to vehicles on Common Property;
  - (i) do or permit anything to be done on Common Property that may cause damage to trees, plants, bushes, flowers, lawns or Common Facilities;
  - (j) do or permit anything to be done on Common Property which unreasonably interferes with the use and enjoyment of Common Property and Common Facilities by other Occupants;
  - (k) place chairs, tables, children's play things, devices or toys or other objects on the Common Property so as to damage it or any Common Facility or to prevent growth or interfere with the cutting of the lawns or irrigation or the maintenance of the grounds generally;
  - (l) dispose of any garbage that is not wrapped or bagged and then only in designated garbage containers;
  - (m) move or deface anything which belongs to the Corporation;
  - (n) dispose of recyclables or grass clippings anywhere but in designated receptacles;
  - (o) dispose of appliances, construction or Landscaping refuse anywhere on the Lands. Such items must be hauled to a Lacombe Regional Solid Waste Authority transfer station;
  - (p) use any part of the Common Property to park a boat or other watercraft other than the Unit or an area which may be designated for the parking of boats and then only during daylight hours, except where the Developer may have constructed boat docks and in that case only in the Owner's designated slip;
  - (q) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property, including any "For Sale" or "For Lease" sign;
  - (r) operate automobiles or any other vehicle at a speed in excess of fifteen (15) km/h or as posted;
  - (s) use snowmobiles, motorcycles, or all-terrain vehicles of any type on or within the Common Property except that personal scooters or motorized wheelchairs or golf carts and the like may be operated on roadways and walkways provided the operator of same follows the rules of the road and does not exceed 8 km/h; or
  - (t) operate a boat or other watercraft at a speed of more than 8 km/h (no wake) within 100 feet of any dock, beach or designated swimming area;

### 38. DESIGN GUIDELINES AND ARCHITECTURE CONTROLS

- 38.1 The Design Guidelines and Architectural Controls for this development are attached as Schedule "A" hereto.

39. REGULATION OF COMMON FACILITIES/AMENITIES

- 39.1. Except with the prior written permission of the Board, an Occupant shall NOT:
- (a) allow any child under the age of 10 years to use Common Facilities, including any boat docks, unless they are continuously supervised by a responsible adult;
  - (b) permit any young children to behave in a manner that unduly disturbs other Occupants;
- 39.2. Use of the Common Facilities shall be subject to the control of the Board, which shall be entitled to:
- (a) establish a user fee to offset some or all of the operating costs thereof in its discretion; and
  - (b) establish rules and regulations particular to the use of the Common Facilities from time to time as the Board shall deem fit; and
  - (c) post notices and rules particular to the use of Common Facilities at conspicuous locations on the Lands from time to time, which the Occupants shall be deemed to have read the day following such posting.

**PART V – COMMON EXPENSES**

40. ASSESSMENTS AND BUDGETS

- 40.1. The Common Expenses of the Corporation shall, without limiting the generality hereof, include the following costs:
- (a) electricity, water, gas, fuel service and other services supplied to the Corporation or the Common Property;
  - (b) management fees, including wages, taxes and other expenses payable to or on account of employees or contractors of the Corporation;
  - (c) landscaping, maintenance and snow removal from the Common Property;
  - (d) maintaining, repairing or replacing the Common Property or Common Facilities;
  - (e) insurance for which the Corporation is responsible under the Bylaws and the *Act*;
  - (f) professional fees for assistance required by the Corporation or the Board;
  - (g) reserves for future maintenance and expenses;
  - (h) cost of acquiring equipment which the Board considers expedient; and
  - (i) other charges which the Board levies in good faith in relation to its obligations, the quality of the Park, the requirements of these Bylaws and the *Act*; but
- 40.3. Utility Expenses will be allocated to any Unit supplied with electricity, or other services, in the following manner:
- (i) according to metered usage for the Unit; or
  - (ii) if electricity supplied to more than one Unit through a common meter, the Corporation will allocate charges for the same between those Units, together with a reasonable surcharge for the Corporation's administration costs, according to the Manager's reasonable estimate of actual consumption, calculated in the manner determined by the Board; and



- (iii) water and sewer rates may be set by the Board according to the Manager's reasonable estimate of actual consumption, calculated in the manner determined by the Board, unless meters are installed in which case, water and sewer rates will be set in the same manner as electricity charges.
- 40.4. Utility Expenses may be assessed monthly or at such other intervals as the Board may from time to time decide.
- 40.5. The Board may require that each Owner pay and maintain a security deposit for Utility Expenses, not to exceed the estimated annual usage of the Unit, before a connection to the Corporation's utility system is made.
- 40.6. Owners who are in arrears of payment of Utility Expenses may have service disconnected by the Corporation, the Manager or by any third party service provider, without notice.
- 40.7. At least thirty (30) days prior to the end of each fiscal year the Board shall prepare a budget showing:
  - (a) an estimate of the common expenses projected during the next year;
  - (b) a reasonable allowance for contingencies; and
  - (c) an allowance for any surplus or deficit anticipated from the past year.
- 40.8. Each year's estimated common expenses shall be apportioned and assessed among the Owners in the same proportion as the Owner's Unit Factor bears to the total Unit Factors in the Park.
- 40.9. At such intervals as shall be deemed appropriate by the Board, the Corporation shall deliver or mail to each affected Owner a Notice of the Assessment for his contribution towards Utility Expenses.
- 40.10. If the amounts estimated for any fiscal year prove inadequate for any reason, including non-payment of assessments by any Owner or Owners, the Board may levy further assessments to Owners, as required.
- 40.11. If the Board fails to prepare a budget and assess contributions as directed by these Bylaws, the assessments fixed for the preceding year shall continue until new assessments are fixed.
- 40.12. No Owner can exempt himself from liability for all his Owner's Assessment by waiver of the use or enjoyment of any of the Common Property, by vacating or abandoning his Unit, or declining to use utilities or services supplied to his Unit.
- 40.13. The Common Expenses set for in each assessment 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 advance on the first day of May each year, or, on an alternate basis at the discretion of the Board.
- 40.14. Assessments for Utilities Expenses shall be paid within twenty (20) days after the mailing of such assessments.
- 40.15. All payments of whatsoever nature required to be made by each Owner and not paid within such period as may from time to time be established by the Board, shall in the

discretion of the Board, bear interest at the rate of eighteen (18%) percent per annum calculated and compounded monthly from the date when due until paid. All payments of account shall be applied to interest and then to the assessment payment first due.

- 40.16. The Board may sue any Owner, by an action for debt, to recover:
- (a) the unpaid amount of any assessment, together with interest and the complete actual cost of the Corporation in recovering the unpaid assessment;
  - (b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the *Act* or these Bylaws; and
  - (c) any other amount which the Owner owes to the Corporation.
- 40.17. The Corporation has a charge against the estate of an Owner who is default of any obligation in these Bylaws to the extent of any amounts owed by that Owner to the Corporation and has a right to recover such amounts. The charge shall be deemed to be an interest in Lands and the Corporation may register a Caveat or other encumbrance in that regard against the Owner's title. The Corporation shall not be required to discharge its encumbrance until all arrears, including interest and all costs, have been paid in full. In addition to registration of an encumbrance on title, the Corporation may take any further enforcement steps as may be available to it.
- 40.18. No Caveat or other encumbrance shall be registered until the amount due is at least thirty (30) days overdue.
- 40.19. As set out below, the Developer will not pay an Owner's Assessment for Units in phases which are under construction or undeveloped. However, the Developer will be responsible for all operating costs (e.g., snow removal, utilities, insurance) of phases which are under construction or undeveloped.
- 40.20. After an Owner has occupied his Unit, or taken title to his Unit, whichever occurs earlier, the Owner will pay to the Developer a monthly maintenance fee of up to 80% of the estimated Owner's Assessment, as projected in the Developer's disclosure package and such monthly maintenance fee may be collected by the Developer, or the Condominium Corporation in trust for the Developer, in the same manner as the Owner's Assessment.
- 40.21. Owners will begin paying their appropriate Owner's Assessment to the Condominium Corporation in 2010.

## PART VI MISCELLANEOUS

### 41. DEVELOPER'S RIGHTS AND USE OF PROPERTY

- 41.1. Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and prior to the first Special General Meeting being convened and the fiscal year of the Corporation established, the following provisions will apply:
- (a) The Developer, at the expense of the Corporation, will cause to be prepared, in accordance with acceptable accounting principles by the accountant nominated by the developer, an interim statement of anticipated Common Expenses;
  - (b) The Developer will pay all operating expenses for Phases which are under construction or which are undeveloped;
  - (c) The Developer will not pay an Owner's Assessment for Units which are contained in a Phase which is under construction or is undeveloped;
  - (d) From the date upon which a Unit is occupied or title transferred to the Owner, whichever occurs first, the Owner or Occupant of a Unit shall pay to the Developer on the first day of each month, commencing on the first day of the month next following occupancy or ownership, a monthly rental set by the Developer but not exceeding eighty per cent (80%) of the amount of the estimated monthly assessment towards Common Expenses for which his Unit would otherwise be responsible, based on the Unit Factor for his Unit. The other provisions of these Bylaws relating to collection of assessments, enforcement of payment and remedies available after default shall apply to collection of this rental set by the Developer and it may be collected by the Manager or the Condominium Corporation on the Developer's behalf in the same manner as an Owner's Assessment; and
  - (e) The Developer will pay the balance of the expenses of the Corporation.
- 41.2. During such time as the Developer is the Owner of one or more Units, it shall have the right to rent said Units on such terms and conditions as it may determine, notwithstanding any restriction to the contrary in these Bylaws or elsewhere. Further, the Developer shall have the right to maintain a reasonable number of Units, whether owned or leased, as display Units and to carry on all sales functions it considers necessary from such Units. The rights of the Developer in this paragraph may not be altered in any way without written consent of the Developer. The Developer shall have free and unhampered right to use the Common Property and Common Facilities for its own purposes, including signage and other sales activities at all reasonable hours.
- 41.3. While the Developer is an Owner of any developed and registered Unit, the Developer will not have to pay any Owner's Assessment or contribute to the Capital Replacement Reserve Fund for any Units it owns until the first of the month following the convening of the second Annual meeting of the Corporation, in accordance with Section 39 of the *Act*, and thereafter will be entitled to a reduction amounting to 50% of the Owner's Assessment attributed to any Unit owned by the Developer which is vacant.

### 42. NOTICE OF DEFAULT TO MORTGAGEES

- 42.1. 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.

#### 43. NON-PROFIT CORPORATION

- 43.1. The Corporation is not organized for profit. No member, 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, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or ensure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:
- (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation, and
  - (b) any member or manager 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.

#### 44. RIGHTS OF MORTGAGEES

- 44.1. Where an Owner's interest is subject to a registered mortgage, a power of voting conferred on an Owner by the *Act* or these Bylaws:
- (a) If a unanimous resolution is required, may not be exercised by the Owner, but is exercisable by the registered Mortgagee first entitled in priority; and
  - (b) In other cases, is exercisable by the Mortgagee first entitled in priority, and may be exercised by the Owner only if the Mortgagee is not present personally or by proxy.
- 44.2. Section 45.1 does not apply unless the Mortgagee has given written notice of his mortgage to the Corporation.
- 44.3. A Mortgagee may exercise his right to vote personally or by proxy.
- 44.4. Upon the written request of a Mortgagee of a Unit the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following if requested by that person:
- (a) A statement setting forth the amount of any contributions due and payable in respect of a Unit;
  - (b) The particulars of:
    - (i) Any action commenced against the Corporation and served upon the Corporation;
    - (ii) Any unsatisfied judgment or order for which the Corporation is liable; and
    - (iii) Any written demand made upon the Corporation for an amount in excess of five thousand (\$5,000) dollars that, if not met, may result in an action being brought against the Corporation;
  - (c) The particulars of or a copy of any current management agreement;
  - (d) A copy of the budget, if any, of the Corporation;
  - (e) A copy of the current financial statement, if any, of the Corporation;
  - (f) A copy of the Bylaws of the Corporation;
  - (g) A copy of any minutes of proceedings of a general meeting of the Corporation, or of the Board;
  - (h) A copy of the policies of insurance placed by the Corporation or insurance binders setting out the details of insurance.

- 44.5. The Board may levy such charges as it may reasonably decide to offset its administrative and other costs for retrieving and forwarding information and copies of documents to any person.

#### 45. NOTICES

- 45.1. Any notices may be served by the Corporation or any owner either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Owner, at his address as the same appears in the books of the Corporation. Any notice sent by mail shall be deemed to have been served on the fifth day after the envelope or wrapper containing the same is posted. With respect to every notice sent by mail, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into a post office or into any other authorized mail receptacle.
- 45.2. All notices with respect to any Unit to which two or more Owners are jointly entitled shall be addressed to all such Owners and may be served upon any one Owner, and notice so given shall be sufficient notice to all Owners of such Unit.
- 45.3. Any notice or document delivered or sent by mail or left at the address of any Owner as the same appears on the books of the Corporation shall, notwithstanding such Owner be then deceased, and whether or not the Corporation have notice of his decease, be deemed to have been duly served in respect of the Unit whether held solely or jointly with other Persons by such Owner until some other Person is entered into his stead in the books of the Corporation as the Owner or joint Owner thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrator and on all Persons, if any, jointly interested with him in such Unit.
- 45.4. The signature of any notice to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 45.5. A certificate of the Secretary or Manager, or other authorized officers of the Corporation in office at the time of the making of the certificate as to the facts in relation to the mailing or delivery or posting up of any notice to any Owner shall be conclusive evidence thereof.
- 45.6. A Special General Meeting and the Annual General Meeting may be convened by one and the same notice, and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

#### 46. TENANTS

- 46.1. The Corporation is authorized to exercise all rights and powers conferred on it by the *Act* with respect to rented Units and the Owners and tenants thereof, in the same manner as would be applicable if the rented Unit was a Residential Unit as defined in the *Act*.

47. REDIVISION OF UNIT

47.1. In the event that an Owner of a Unit redivides his Unit by registering a condominium plan relating to the Unit, the roads thereby created in the redivided Unit shall be deemed to be Common Property of the Corporation and for all purposes shall be dealt with as Common Property.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010  
Condominium Corporation No.

(seal)

per: \_\_\_\_\_  
Director