

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

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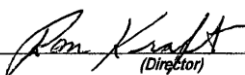
Condominium Property Act
(Section 32)

Notice of Change of By-laws

Condominium Corporation No. 0725732 hereby certifies that, by special resolutions passed on May 31, 2014 and September 13, 2014 the by-laws of the corporation were added to, amended or repealed as follows:

The attached Amended By-laws dated for reference October 23, 2014 are hereby ratified and enacted effective as of the 23rd day of October, 2014.

The seal of Condominium Corporation No. 0725732 was affixed to this instrument on October 20, 2014.



(Director)



CONDOMINIUM CORPORATION NO. 0725732 "R.V. Heaven"

AMENDED BY-LAWS
dated for reference October 23, 2014

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PART I — DEFINITIONS

1. DEFINITIONS

These By-laws have been enacted effective October 23, 2014, by unanimous resolution of the owners and Board of Directors in Condominium Corporation No. 0725732 to replace the By-laws set out in Appendix I of the *Condominium Property Act*.

1.1. The following definitions shall apply to all parts of the By-laws:

- (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" means the Board of Directors elected pursuant to the By-laws, which shall constitute the Board of Managers referred to in the *Act*;
- (d) "By-laws" mean the By-laws 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 in connection with Common Property and Common Facilities and all expenses specified as Common Expenses in the By-laws;
- (f) "Common Facilities" means improvements or assets located upon the Common Property 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 condominium plan 0725732, including the initial plan and any subsequent amendment or 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 on the date the Condominium Plan was 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) "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;
- (o) "Owner's Assessment" includes Common Expenses and any other expenses, charges, fines or special assessments directed to a Unit, Owner or Occupant pursuant to the By-laws or the *Act*;
- (p) The maximum size of a Park Model allowed in RV Heaven, to conform to the CSA series guidelines as long as the Unit (lot) meets with:
 Tab 5, PART IV – USE AND OCCUPATION OF UNITS AND COMMON PROPERTY,
 34. LIMITATIONS ON USE OF UNITS, PAGE 15, 34.1, which reads as follows:
 Except with the prior written permission of the Board, an Occupant shall NOT:
 (b) place his Recreational Vehicle or Park Model on the Unit closer than three and one-half (3.5) metres from the front boundary of a Unit or within one-half metre of any side boundary.
- (q) "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;

- (r) "Person" includes a corporation, and the heirs, and personal legal representative of person;
 - (s) "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, bearing a proper CSA label, 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 fifth wheel trailer but does not include a mobile home or any vehicle or trailer or fifth wheel or motorhome over twelve(12) feet in width when all tip-outs or slide-outs are fully extended; or tents;
 - (t) "Regulations" means a set of rules or policies governing or limiting the use of Units and/or Common Property and/or Common Facilities;
 - (u) "Resort" means all the Units and Common Property within Condominium Plan 0725732, commonly known as R.V. Heaven;
 - (v) "Rules" 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 governing or limiting activities or conduct of an Occupant or Guest;
 - (w) "Summer Season" means that period commencing the fifteenth day of May and ending on the last day of September of each calendar year;
 - (x) "Special Resolution" means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than three quarters (75%) of all the persons entitled to exercise the powers of voting conferred by the *Act* or the By-laws and representing not less than three quarters (75%) of the total of Unit Factors for all the Units; or
 - (ii) signed by not less than three quarters (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 By-laws and representing not less than three quarters (75%) of the total Unit Factors for all the Units.
 - (y) "Unit" means an area designated as a Unit by the Condominium Plan;
 - (z) "Unit Factor" means the Unit Factor for such Unit as more particularly described in the Condominium Plan;
12. Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the *Act* or in the Land Titles Act have the same meaning in these By-laws.
 13. The rights and obligations given or imposed by these By-laws are in addition to the rights and obligations given or imposed by the *Act*.
 14. These By-laws are to be read with all changes of number and gender required by the context.
 15. The headings in the body of these By-laws are not part of the By-laws and are inserted only for the reader's convenience and reference.
 - 1.6. If there is any conflict between these By-laws or the *Act*, the *Act* prevails.

PART II - THE CORPORATION

2. DUTIES OF THE CORPORATION

- 2.1. The Corporation shall enforce these By-laws and shall take all appropriate steps as it sees fit from time to time to uphold the By-laws.

- 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 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) place and maintain comprehensive perils insurance for the full replacement cost of all common property or common facilities or as required by the *Act* or as directed by the Board from time to time, whichever amount(s) is greater;
 - (iii) maintain and, where practical, establish suitable lawns, recreation areas and equipment on the Common Property;
 - (iv) maintain and, where practical, establish Common Facilities;
 - (v) maintain all lighting, fixtures, perimeter fences and gates and other assets located on the Common Property;
 - (vi) maintain walkways, roads and paths and other Common Property;
 - (vii) maintain, repair or replace such collateral tools and equipment as may be required to carry out its duties under these By-laws and the *Act*;
 - (viii) implement reasonable abatement programs for control of pests and biting insects;
 - (ix) maintain, repair or replace mainline pipes, wires and cables existing in the Resort and used or capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
 - (x) provide adequate garbage receptacles on the Common Property for use by all Owners and provide for regular garbage collection;
 - (xi) enter into agreements with third party service providers, independent contractors 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;
 - (xii) enter into agreements with third party service providers, independent contractors and others and do such things as are considered necessary or expedient to provide maintenance and security to the Units and Common Property; and
 - (xiii) keep copies of all warranties, guarantees, drawings, specifications, plans, agreements, certificates, approvals and the like relating to improvements and works in the Resort.

- 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 connections, pipes and works which are located within or under a Unit are the sole 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 1% per month compounded monthly or such other rate as the Board may decide from time to time;
 - (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 reasonable necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and any 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 the Developer, Owners and third parties;
 - (j) allocate the utilities or services supplied from a common utility meter or supplied with the service, whether equally or according to actual use of the utility or service supplied or on such other basis as the Board may determine, and to recover the proportional amount allocated to a Unit as part of an Owner's Assessment;
 - (k) discontinue the supply of utilities and services supplied to any Unit if the Unit Owner fails to pay his Owner's Assessment and take other enforcement proceedings as may be available to it;
 - (l) levy penalties, by way of fines, for the contravention of any By-law;
 - (m) commence legal proceedings in any Court of Alberta, or as may be otherwise provided in the *Act*, for the recovery of a penalty for the contravention of any By-law;
 - (n) commence such other proceedings as may be available for the enforcement of any by-law, 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;
 - (o) register and enforce charges against any Unit for unpaid assessments, fines or other charges imposed under these By-laws or resolution of the Board;

- (p) impose and collect deposits, give notice to deliver up possession of Units, and generally deal with tenants as provided in the *Act*, 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 or breach of the By-laws or Rules;
- (q) 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 By-law;
- (r) set the fiscal year of the Corporation and change it;
- (s) abate payment of Common Expenses for any Unit, in whole or in part, from time to time should the circumstances warrant; and
- (t) 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 Resort 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 five (5) individuals.
- 4.2. Liabilities of Condominium Board Members is limited to errors and omissions. Liability insurance for Board Members will be held by Condominium Corporation No. 0725732.

5. ELIGIBILITY TO SIT ON THE BOARD

- 5.1. A person needs 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 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.

7. TERM OF OFFICE

- 7.1. In order to ensure continuity, the members of the Board shall be elected for staggered two-year terms.

- 7.2 Each member of the Board shall remain in office until:
- (a) the office becomes vacant under section 9 of these By-laws;
 - (b) the member resigns;
 - (c) the member is removed under section 8 of these By-laws; 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, Treasurer, and Member-At-Large of the Corporation.
- 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.
- 11.2. The Board must meet at least twice in each calendar year.
- 11.3. 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 in the Resort.
- 11.3. 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 By-laws 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 except that while the developer is acting as the Board, the seal may be used with the authority of any single director. 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 and whether or not they are required to be signed under the corporate seal, and
- (b) the manner 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 By-laws 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 has the power to adopt, by resolution enacted pursuant to these by-laws, any reasonable Rule or Regulation governing or limiting the use a Unit or the Common Property or conduct of an Owner or Occupant or addressing any other matter which is in the best interests of the Corporation and the collective Owners. Such Rules and Regulations shall at all times be available to Owners and Occupants and shall be posted in a conspicuous place.
- 16.4. The Board may retain professional services not specifically required by the *Act* or these By-laws (e.g., lawyer, accountant or engineer) but if the projected cost of such retainer exceeds \$3,000.00 annually then the Board shall obtain the specific authority of the Owners, by ordinary resolution.
- 16.5. 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.
- 16.6. The Board may set and charge on behalf of the Corporation reasonable fees for the expenses it incurs in producing and providing any documents or copies thereof required under the *Act* or these By-laws or for dealing with any request permission to do anything under these By-laws or the rules and regulations.
- 16.7. 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.
- 16.8. The Board will delegate to a Manager, in common with Board members themselves, the right to remove unruly, loud and/or misbehaving persons or animals from the Park without notice. The Board shall at all times have the right to control and prevent access to the Resort of all persons deemed undesirable and to eject without notice any person or persons who become objectionable, or create or cause a nuisance of disturbance. These authorities may be exercised by a persons or persons retained by the Manager or Board member for those purposes.
- 16.9. All expenditures over \$1000.00 require Board approval.
- 16.10. The Park Manager's duties and job description are as outlined below, and may be reviewed by the Board from time to time.

17. DUTIES OF THE BOARD

- 17.1. In addition to the duties imposed by the *Act*, the Board, through the Park Manager shall:
- (a) enforce these By-laws 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 those receipts and expenditures took place;
 - (c) prepare financial statements, prepared to at least the standard of a Notice to Reader – Compilation Engagement, relating to all money of the Corporation, and the income and expenditures of the Corporation, for each Annual General Meeting;
 - (d) 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; and
 - (g) adopt and enforce a set of rules and regulations for governing Occupants and the use of Units and amend the same as and when the Board may deem expedient.

18. PENALTIES FOR INFRACTIONS

- 18.1. If the Board determines that a breach of the By-laws 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, 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 \$500.00 and \$50.00 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 for payment of the fine.
- 18.2. Notice of an infraction of these By-laws 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 By-laws.
- 18.4. Subsequent breaches of the same By-law provision or the same rule or regulation by an Occupant or Owner shall not require any notice period before a fine is imposed.
- 18.5. The Board may by resolution deny access to some or all of the Common Property and Common Facilities for a period not exceeding thirty (30) days to any person who has contravened the By-laws more than twice, in addition to levying a fine.

- 18.6. A second infraction of the same or a similar provision of this By-law, or a rule or regulation, by any Occupant of the same Unit within any thirty (30) day period shall result in a fine of not less than \$250.00, which will automatically be levied against the offending party(ies) and shall be deemed to be an immediately outstanding and due Owner's Assessment, as well as a period of time during which the Owner will be denied access to some or all of the Common Property. If the offending Owner or Tenant refuses to immediately comply with a request for quiet, the RCMP may be called.
- 18.7. An Owner who has received a By-law infraction notice or who has been fined by the Board may appeal the Board's decision to a special meeting of the Owners, convened in the manner provided in these By-laws.
- 18.8. The Owners present, in person or by proxy, at such a special meeting may confirm, amend or cancel any resolution of the Board, and may reduce, confirm or increase any fine levied. In so doing, the Owners may conduct any enquiries they see fit.
- 18.9. The appeals of the Owners shall be conducted according to the rules of natural justice. No error of procedure shall nullify the proceedings unless it is sufficiently grave to materially adversely prejudice the rights of one or more Owners.

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;
 - (c) Coverage as set out in Article 2.2 of these By-laws; and
 - (d) 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 By-laws shall restrict the right or obligation 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 of 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 By-laws 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.

23. QUORUM

- 23.1. Except as otherwise provided in these By-laws, 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 one-half (1/2) of the Owners who are present in person or by proxy constitute a quorum for the purposes of the meeting.

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 or waiver 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 simple 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 and in that case the Chairman may vote his Unit Factors, if any.
- 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 e-mail proxy. On a show of hands, a person carrying an e-mail proxy may indicate he is showing hands for one or more Units.
- 27.2. An instrument appointing an e-mail 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 proxyholder 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 and under seal, specifying the person who is entitled to vote the interest of the corporation as Owner.
- 27.4. An e-mail proxy instrument must 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 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 By-law 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 By-laws 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 By-laws survives 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 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 By-laws and Regulations are observed.
- (b) carry out all work that may be required pursuant to these By-laws 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) construct any improvement on or under the Unit only in strict compliance with these By-laws and rules and regulations then in effect;
- (f) keep mowed any planted grass on the Unit except that grass may not be mowed

- between the hours of 8:00 p.m. and 8:00 a.m.;
- (g) forthwith carry out all work that may be required pursuant to these By-laws or as required by a local authority or other public authority in respect of his Unit;
 - (h) keep the Board informed of his address, phone number and other contact information;
 - (i) pay promptly when due, and in accordance with this By-law:
 - (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, 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 By-law or at law;
 - (iii) to the Corporation, all interest on such accounts, assessments, or levies in arrears together with the Corporation's collection costs as prescribed in this By-law or at law; and
 - (iv) 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.
 - (j) keep himself or herself informed of these By-laws and any Rules and Regulations promulgated by the Developer and, in due course, the Board;
 - (k) abide by all regulations and rules established by these or other By-laws;
 - (l) notify the Corporation forthwith of:
 - (i) any change in the ownership of the Unit;
 - (ii) any mortgage registered against the Unit; and
 - (iii) any change of the Owner's address or telephone number, including his email address or any contact information previously provided;
 - (m) 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.

34. LIMITATIONS ON USE 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 closer than three and one-half (3.5) meters from the front boundary of a Unit or within 1/2 meter of any side boundary;
- (c) allow accumulations of junk or debris of any kind around, on or under the Recreational Vehicle or the Unit;
- (d) place or allow more than one (1) Recreational Vehicle, except for a temporary tent, on a Unit at any time;
- (e) bring onto a Unit any Recreational Vehicle older than ten (10) years or allow any Recreational Vehicle to remain on a Unit after it is fifteen (15) years old except that, the Board may at its sole discretion, in writing, permit a Recreational Vehicle older than fifteen (15) years to remain on a Unit

for an additional period of two (2) years, which may be further extended for periods of up to two (2) years if the Recreational Vehicle is kept well maintained and pleasing in appearance. The Board will provide a letter in writing to the Occupant of any decision to withhold permission to allow any Recreational Vehicle beyond fifteen (15) years of age to remain on the Unit, providing 90 days written notice, from the earliest of May 1st (or presumed to be May 1st) through to June 30th each year, indicating that the Recreational Vehicle is to be removed. The Board may, at its sole discretion, provide in writing a list of conditions that may, within a specified timeline, be met in order that the Recreational Vehicle may remain on the Unit. It is the responsibility of the Board to protect property values for all Owners. If the Recreational Vehicle is not removed, when requested in writing by the Board, the Board can arrange to have it removed at the Occupant's cost, on 60 days written notice.

- (i) The Board may require, at any time and at its sole discretion, for Recreational Vehicles and Park Models less than 15 years old, and without exception, for Recreational Vehicles and Park Models older than 15 years (and every two subsequent years after, for Recreational Vehicles and Park Models over 15 years), that the Recreational Vehicle or Park Model undergo a safety inspection, at the Occupant's expense, by a Board-approved professional, certified to conduct a safety inspection on a Recreational Vehicle or Park Model, to confirm it meets current appropriate safety standards. Of primary concern in the safety inspection are the areas of propane gas, electrical, plumbing and fire safety. The Board will provide a written request for a safety inspection to the Occupant, providing a checklist that the inspector must certify as having been inspected and found to meet CSA safety standards appropriate for a Recreational Vehicle or Park Model. Occupants will be given 30 days from the date of the written request from the Board for the safety inspection, which will be dated (or presumed to be dated) between May 1st and August 31st of any calendar year, to complete the inspection and provide the completed checklist signed by the inspector, the Occupant and the Board, which documentation will be kept on file. The Occupant would have the option of choosing which inspection company they would like to hire, from a Board-approved list of companies. The Park Manager would make the appointment, in conjunction with the Occupant, and the Occupant would pay the Board for the inspection. The Board would then pay the inspection company. In the event the safety inspection is not completed and the authorized safety certification documentation is not provided to the Board, the Board may, at its sole discretion require that a Recreational Vehicle be removed from the Unit. If the Recreational Vehicle is not removed, when requested in writing by the Board, the Board can arrange to have it removed at the Occupant's cost, on 60 days written notice.

A separate checklist will be used for Accessory Structures and to record any other safety issues that are identified with respect to the Unit.”

- (f) use his Unit as a permanent residence or use or rent his Unit, or permit it to be occupied, at any time outside the Summer Season PROVIDED THAT the Board may appoint a Resident Manager, in which case the Resident Manager may reside on his Unit permanently and on a year round basis;
- (g) nothing in these By-laws shall be construed as preventing an Owner from accessing his Unit during the winter to remove accumulations of snow from the roof of Recreational

- Vehicles, Park Models or accessory structures;
- (h) park more than two (2) vehicles on the Unit at any time. Storage of any trailer or vehicle, winter storage of boats and watercraft that are personally owned by either Unit owners or tenants will be allowed from October to May long weekend of that year.
 - (i) leave any tap running, regardless whether to prevent freezing or for any other reason, or otherwise waste or use more water than is reasonably required;
 - (j) do anything which would increase the risk of fire or increase the insurance premium payable by the Corporation;
 - (k) pitch more than one (1) tent on the Unit and then for not longer than a total of two(2) weeks during each Summer Season;
 - (l) park vehicles on neighbouring Units at any time without permission from the appropriate Owner;
 - (m) park vehicles or store anything in a manner which restricts the access of other Owners to and from the Common Property or to and from their Units;
 - (n) use a Unit for any business purpose whatsoever;
 - (o) store any inventory for the purpose of a business upon any Unit if it is visible to a neighbour or someone on Common Property;
 - (p) shape or contour or raise the grade elevation of a Unit so as to cause runoff onto an adjoining Unit or Common Property and in any case, not alter the grade elevation without the prior written permission of the Board;
 - (q) continue any conduct or practice which in the opinion of the Manager 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;
 - (r) 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;
 - (s) 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;
 - (t) use a toilet, sink, drain or other plumbing fixture for any purpose other than that for which it is intended or use the same without proper chemicals and biodegradable tissue paper;
 - (u) use, hang or display more than one string of patio lights or a single string of patio lights longer than fifteen (15) metres;
 - (v) leave patio lights on when occupants are away or after 11:00 p.m.;
 - (w) use a tarp to cover any roof or any structure on a Unit;
 - (x) 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;
 - (y) 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 Board;
 - (z) 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 provided by the Corporation;
 - (aa) install or place any type of sewage pump out tank or septic field system on, in or under a Unit;
 - (bb) hang anything in public view which the Board considers offensive or displeasing or which it does not consider appropriate for viewing by young children;
 - (cc) permit a television antenna or similar structure of 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;
- (dd) 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;
 - (ee) permit, erect or cause to be erected or to remain on the Common Property any structure, barrier or other matter or thing of a permanent or semi-permanent nature except with the prior written approval of the Corporation;
 - (ff) carry out repairs or adjustments to vehicles;
 - (gg) bring onto the Resort, without the written permission of the Corporation or its Manager, any motor vehicles other than private passenger automobiles, station wagons, vans or pickup trucks, save in the course of delivery to or removal from the respective Unit;
 - (hh) discard household garbage or trash anywhere except only in designated containers provided for that purpose by the Corporation;
 - (ii) 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;
 - (jj) trespass on another Owner's Unit or permit his family or guests to trespass on another Owner's Unit;
 - (kk) operate automobiles or any other vehicle at a speed in excess of ten (10) km/h or as posted;
 - (ll) remove the wheels or axles from a Recreational Vehicle or set up a Park Model in a manner that would make it impractical to move it later;
 - (mm) have open fires, except in properly constructed fire pits, the location and design of which shall require prior approval of the Corporation and in no event shall an Owner have open fires which create an offensive amount of smoke;
 - (nn) permit fires to burn or smolder after the Occupant has retired for the night;
 - (oo) store, have or pile more than $\frac{1}{2}$ cord of firewood on a Unit at any time;
 - (pp) allow water to collect in any container, plaything, etc.;
 - (qq) disturb or permit the disturbance of other persons in the Resort;
 - (rr) bring, keep or store or permit to be brought, kept or stored in or upon a Unit or the Common Property any dangerous substances or materials including radioactive, explosive, poisonous, or inflammable substances or materials, without the prior written consent of the Corporation. Storage of gasoline will be limited to a maximum of 10 (ten) litres in a CSA approved container;
 - (ss) install or permit sewer hook-ups unless the same have rigid connections, are airtight and sealed. Twenty (20) mil (thickness of wall) flex hose may also be used together with the rigid, airtight and sealed connections to the Recreational Vehicle Park Model. These connections must be approved by the Park Manager according to RV Heaven standards as set out in Condo Board meeting minutes of July 6, 2013.
 - (tt) operate a lawn mower or leaf blower or otherwise permit noise or disturbance on his Unit between 11:00 p.m. and 8:00 a.m. Radio, television or similar equipment shall always be kept at levels which will not at any time annoy or disturb other Occupants;
 - (uu) permit loud or boisterous parties or disturbing noises on a Unit at any time;
 - (vv) fail to properly and immediately dispose of fish offal as directed by the Corporation from time to time;
 - (ww) hang laundry out to dry, with the exception of beachwear and towels. Clotheslines of any type are prohibited;
 - (xx) 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 By-law and then only unless such construction or alterations are performed to proper building codes;

- (yy) use any unsold or vacant Unit without the prior permission of the Owner;
- (zz) discharge firearms, use archery equipment or any weapon in the Resort, except that the Manager reserves the right to use the same for predator and pest control; and
- (aaa) fail to obey and comply with any Rule or Regulation adopted by the Developer or the Board, as duly amended from time to time.

- 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, or for damage from accumulations of snow within a Unit.
- 34.3. Waiver by the Corporation of any breach of a rule or regulation or by-law 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 By-laws will be assessed for maintenance, which will be done by the Corporation at an hourly rate set by the Manager.
- 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 in the Resort.
- 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.

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 Resort.
- 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;
 - (c) permit any pet onto another Unit without the consent of the Occupant of that Unit;
 - (d) have on any Unit a pet which is aggressive or of a breed which presents, in the Board's opinion, a hazard to children;
 - (e) permit a dog to bark; or

- (f) permit any pet on any site landscaping or on or in Common Facilities.

36. ACCOMMODATION AND ACCESSORY STRUCTURES

- 36.1. 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 are using the Unit.

36.2. 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 must bear the appropriate CSA label;

36.3. Park Models

- (a) Park Model units must bear CSA (or equivalent) label.
- (b) Prior to delivery within the Resort, all Park Models must receive pre-approval from the Board. Approval shall be considered upon receipt of the following information:
 - (i) Front side and rear views of unit with elevations;
 - (ii) Front, side and rear views of deck with elevations;
 - (iii) Site plan of lot showing location of unit and clearly showing setbacks from front, side and rear of unit to adjacent property lines and site coverage, with all dimensions of park model, including decks and outbuildings
 - (iv) A permit must be purchased from the Park Manager.
 - (v) Park Models must be kept clean and in good repair, and used according to the manufacturer's instructions and their intended purpose.

36.4. Accessory Structures

- (a) 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 purchase of a permit from the Park Manager, and then only in strict compliance with such terms and conditions as the Board may impose.
- (b) All construction must meet with the appropriate building codes and be approved by the Board, and a permit from the Park Manager, if required.
- (c) An Accessory Structure constructed or placed upon a Unit must be 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 24 inches, be constructed in strict compliance with architectural controls of the Developer or the Board, as the case may be, and be limited to the rear one-third portion of the Unit; provided that fences which have already been approved in writing will not have to be changed or amended by either the Developer or the Corporation.
 - (ii) Shed walls may be constructed of wood or vinyl. The external measurements at the base of a shed shall not exceed one hundred twenty

(120) square feet in area with no one side being more than twelve (12) feet in length, with a height of no more than eight (8) feet, 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. Except only for sheds which existed on August 21, 2007, sheds must be located entirely within seven (7) meters of the rear lot boundary of each Unit and must be shingled with siding and soffits and constructed in accordance with prior approval issued under architectural controls of the Developer or the Board, as the case may be.

- 36.5. 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.
- 36.6. Notwithstanding any specified sizes or allowances for accessory structures in these By-laws, 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).
- 36.7. All work commenced on a Unit must be completed with thirty (30) days, carried out between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and 9:00 a.m. and 6:00 p.m. on weekends and holidays.

37. REGULATION OF COMMON PROPERTY

37.1. While any construction is ongoing or remains outstanding in the Resort, 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 Units have 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 By-laws.

- 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 11:00 p.m. 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 in the Resort or on adjoining properties. Such items must be hauled to the county landfill site;
- (p) use any part of the Common Property to park a boat or other watercraft other than on the Unit;
- (q) dig, trench or excavate on Common Property or dump any fill or store anything on Common Property;
- (r) 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;
- (s) operate automobiles or any other vehicle at a speed in excess of fifteen (15) km/h or as posted; or
- (t) use snowmobiles, off-road motorcycles, or all-terrain vehicles on or within the Common Property. Use of golf carts will be permitted through an application process.

38. REGULATION OF COMMON FACILITIES

- 38.1. 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 unless they are continuously supervised by a adult; or
 - (b) permit any young children to behave in a manner that unduly disturbs other Occupants.
- 38.2. 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 from time to time, which the Occupants shall be deemed to have read the day following such posting.

PART V - COMMON EXPENSES

39. ASSESSMENTS AND BUDGETS

- 39.1. 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; closer review of this needed
 - (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 By-laws and the *Act*;
 - (f) professional fees for assistance required by the Corporation or the Board;
 - (g) reserves for future maintenance and expenses;
 - (h) reserves for replacement of capital assets (e.g. playground equipment, water pumps, fencing, etc.) at the end of their useful economic life;
 - (i) cost of acquiring equipment which the Board considers expedient; and
 - (j) other charges which the Board levies in good faith in relation to its obligations, the quality of the Park, the requirements of these By-laws and the *Act*.
- 39.2. 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.
- 39.3. 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.
- 39.4. 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.
- 39.5. If the Board fails to prepare a budget and assess contributions as directed by

these By-laws, the assessments fixed for the preceding year shall continue until new assessments are fixed.

- 39.6. 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.
- 39.7. The Common Expenses set forth 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.
- 39.8. The Common Expenses set forth 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.
- 39.9. The Common Expenses set forth 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
- 39.10. 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 one (1%) percent per month calculated and compounded monthly from the date when due until paid. All payment of account shall be applied to interest and then to the assessment payment first due.
- 39.11. 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 By-laws; and
 - (c) any other amount which the Owner owes to the Corporation.
- 39.12. The Corporation has a charge against the estate of an Owner who is default of any obligation in these By-laws 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 land 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.
- 39.13. No Caveat or other encumbrance shall be registered until the amount due is at least thirty (30) days overdue.
- 39.14. After an Owner has occupied his Unit, or taken title to his Unit, whichever occurs earlier, and until the Corporation is paying the common expenses, 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.

- 39.15. Owners will begin paying their appropriate Owner's Assessment to the Condominium Corporation when the Developer stops paying for common expenses and thereafter Owners will not pay a monthly maintenance fee to the Developer.

PART VI - MISCELLANEOUS

40. DEVELOPER'S RIGHTS AND USE OF PROPERTY

- 40.1 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 By-laws 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 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.
- 40.2. While the Developer is an Owner of any 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.
- 40.3. While the Developer is an Owner of any Unit, the Developer may give the occupier or tenant a notice to vacate and thereafter use the Unit for its own purposes.

41. NOTICE OF DEFAULT TO MORTGAGEES

- 41.1. 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.

42. NON-PROFIT CORPORATION

- 42.1. 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.

43. RIGHTS OF MORTGAGEES

- 43.1. Where an Owner's interest is subject to a registered mortgage, a power of voting conferred on an Owner by the *Act* or these By-laws:
 - (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.
- 43.2. Section 43.1 does not apply unless the Mortgagee has given written notice of his mortgage to the Corporation.
- 43.3. A Mortgagee may exercise his right to vote personally or by proxy.
- 43.4. 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 and served upon the Corporation;
 - (ii) Any unsatisfied judgment 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 By-laws 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.
- 43.5. The Board may levy such charges as it may reasonably decide to offset its costs for retrieving and forwarding information and copies of documents to any person.

44. NOTICES

- 44.1. 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.

- 44.2. 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.
- 44.3. 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 or 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 is such Unit.
- 44.4. 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.
- 44.5. Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it otherwise provided be counted in such number of days or other period.
- 44.6. 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.
- 44.7. 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.
- 44.8. Notices may be sent to any Owner or Occupant by email wherever the Owner or Occupant has provided his email address to the Board or the Manager and such notice shall be deemed received the day following transmission.

45. TENANTS

- 45.1. 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*.

Notice of Change of By-Laws
Form 3
Condominium Property Act
Sections 32

Condominium Corporation No. 0725731 hereby certifies that, by a special resolution passed
of May 31, 2014 & September 13, 2014 the by-laws of the corporation were added to, amended
or repealed as follows:

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