

CONDOMINIUM CORPORATION

NO. 952-1060

(PHASE 1 - BLOCK "A")

GLENIFFER LAKE RESORT & COUNTRY CLUB

Spruce View, Alberta

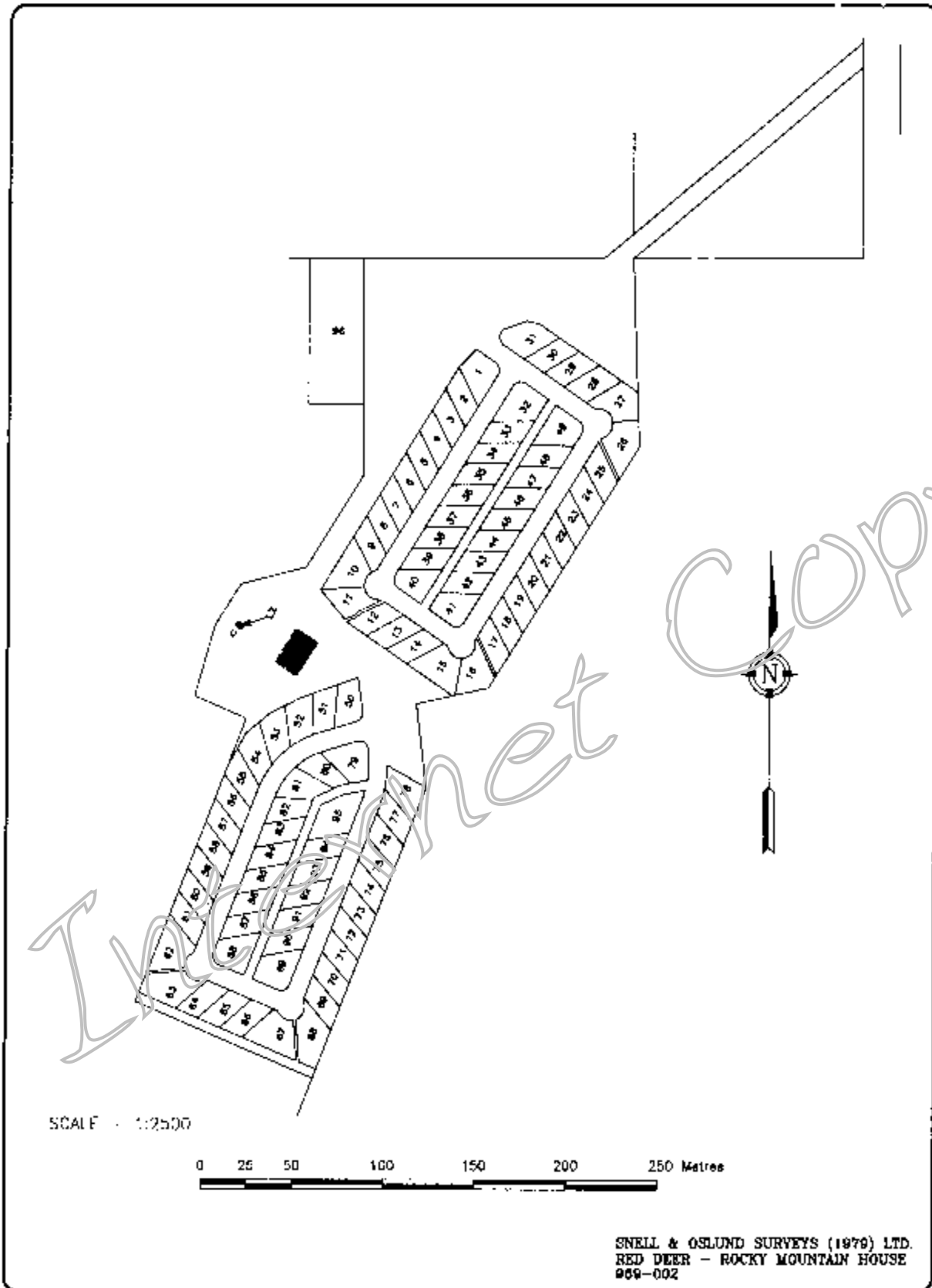
The Condominium Plan as registered depicts the units as actually subdivided together with their relationship to the common property.

The Condominium Plan is in the format prescribed by the Condominium Property Act and its regulations.

TABLE OF CONTENTS

SITE PLAN	3
UNIT FACTORS	4
PART I - DEFINITIONS	7
1. DEFINITIONS	7
PART II - THE CORPORATION	8
2. DUTIES OF THE CORPORATION	8
3. POWERS OF THE CORPORATION	8
4. BOARD OF MANAGERS	9
5. ELIGIBILITY TO SIT ON THE BOARD	9
6. ELECTION OF THE BOARD	9
7. TERM OF OFFICE	10
8. REMOVAL OF A MEMBER OF THE BOARD	10
9. VACANCIES ON THE BOARD	10
10. OFFICERS OF THE CORPORATION	10
11. MAJORITY VOTE AND QUORUM OF THE BOARD	11
12. RESOLUTIONS IN WRITING	11
13. SEAL OF THE CORPORATION	11
14. SIGNING AUTHORITY	11
15. POWERS OF THE BOARD	12
16. DUTIES OF THE BOARD	12
17. PENALTIES FOR BY-LAW CONTRAVENTION	12
18. CAPITAL REPLACEMENT RESERVE FUND	13
PART III - GENERAL MEETINGS	13
19. CONVENING OF MEETING AND NOTICE	13
20. QUORUM	13
21. PROCEDURE	13
22. MANNER OF VOTING	14
23. POLLING THE VOTE	14
24. VOTE BY THE CHAIRMAN	14
25. PROXIES	14
26. RESTRICTIONS ON VOTING	15
27. VOTE BY CO-OWNERS	15
28. VOTE BY TRUSTEE	15
29. RESOLUTIONS IN WRITING	15
30. AMENDMENT OF BY-LAWS	15
PART IV - USE AND OCCUPATION OF UNITS AND PROPERTY	15
31. DEFINITIONS	15
32. REGULATIONS	16
PART V - COMMON EXPENSES	21
33. ASSESSMENTS AND BUDGETS	21
PART VI - MISCELLANEOUS	23
34. DEVELOPER'S RIGHTS	23
35. INSURANCE	23
36. ESTOPPEL CERTIFICATES	24
37. NOTICE OF DEFAULT TO MORTGAGEES	24
38. NON-PROFIT CORPORATION	24
39. RIGHTS OF THE MORTGAGEES	25
40. NOTICES	25
41. TENANTS	26
42. DUTIES OF THE OWNER	26
43. REDIVISION OF UNIT	27
SCHEDULE ONE	28
SCHEDULE TWO	29

(a) Site Plan



Unit Factors

Unit Number	Unit Factor	Unit Factor In M ²	Unit Number	Unit Factor	Unit Factor In M ²	Unit Number	Unit Factor	Unit Factor In M ²	
1	104	351	33	104	262	65	104	263	
2	104	260	34	104	256	66	104	263	
3	104	260	35	104	262	67	104	417	
4	104	260	36	104	264	68	104	414	
5	104	260	37	104	256	69	104	261	
6	104	260	38	104	260	70	104	261	
7	104	260	39	104	260	71	104	260	
8	104	260	40	104	293	72	104	260	
9	104	256	41	104	323	73	104	260	
10	104	381	42	104	260	74	104	260	
11	104	291	43	104	260	75	104	260	
12	104	257	44	104	260	76	104	260	
13	104	258	45	104	260	77	104	262	
14	104	266	46	104	260	78	104	333	
15	104	421	47	104	260	79	104	371	
16	104	344	48	104	260	80	104	255	
17	104	247	49	104	365	81	104	306	
18	104	252	50	104	302	82	104	244	
19	104	266	51	104	277	83	104	258	
20	104	258	52	104	301	84	104	262	
21	104	262	53	104	310	85	104	262	
22	104	260	54	104	322	86	104	262	
23	104	262	55	104	277	87	104	258	
24	104	260	56	104	261	88	104	359	
25	104	279	57	104	261	89	104	377	
26	104	390	58	104	261	90	104	260	
27	104	364	59	104	261	91	104	260	
28	104	296	60	104	260	92	104	266	
29	104	262	61	104	258	93	104	266	
30	104	260	62	104	425	94	104	254	
31	104	385	63	104	431	95	104	454	
32	104	396	64	104	263	96	120	2280	
TOTAL							10,000		

This page intentionally left blank.

Internet Copy

BY-LAWS OF THE CORPORATION
(Amended January 31, 2010)

THE OWNERS: CONDOMINIUM PLAN NO. 952-1060
Spruce View, Alberta

Internet Copy

PART I – DEFINITIONS

1. DEFINITIONS

These By-laws have been enacted by The Owners: Condominium Plan 952-1060 to replace the By-laws set out in the Act.

- 1.1. The following definitions shall apply to all parts of the By-laws:
- (a) “Act” shall mean the Condominium Property Act, Chapter C-22, R.S.A. 1980, as amended, and any successor legislation in effect from time to time;
 - (b) “Board” means the Board of Directors elected pursuant to the By-laws, which shall constitute the board of managers referred to in the Act;
 - (c) “By-laws” mean the By-laws of the Corporation, as amended from time to time;
 - (d) “Common Expenses” means all the expenses of performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the By-laws but does not include Utility Expenses;
 - (e) “Common Property” means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
 - (f) “Condominium Plan” means the plan registered under the Act as Condominium Plan No. 952-1060;
 - (g) “Corporation” means the corporation constituted under the Act by the registration of the Condominium Plan;
 - (h) “Developer” means Tri-West Resorts Ltd.
 - (i) “Manager” means a person, firm or corporation appointed as manager pursuant to By-law 15.2 hereof;
 - (j) “Mortgagee” means the holder of a mortgage registered against the title to one or more Units;
 - (k) “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;
 - (l) “Owners Contribution” includes Common Expenses, Utility Expenses and any other expenses assessed to a Unit pursuant to the By-laws or the Act;
 - (m) “Parcel” means the land comprised in the Condominium Plan
 - (n) “Person” includes a corporation, and the heirs, and personal legal representative of a person;
 - (o) “Special Resolution” means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five(75%) per cent of all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than seventy-five (75%) per cent of the total of Unit Factors for all the Units; or
 - (ii) signed by not less than seventy-five (75%) per cent 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 seventy-five (75%) per cent of the total Unit Factors for all the Units;
 - (p) “Unanimous Resolution” means a resolution:
 - (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing the total Unit Factors for all the Units; or

- (ii) signed by all 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.
 - (q) "Unit" means an area designated as a Unit by the Condominium Plan
 - (r) "Unit Factor" means the Unit Factor for such Unit as more particularly described in the Condominium Plan;
 - (s) "Utility Expenses" means expenses incurred by the Corporation to supply utilities or services to one or more Units, allocated pursuant to sub-section 3.1(1) to the Units so supplied.
- 1.2. Words and expressions which have a special meaning assigned to them in the Act or in the Land Titles Act of Alberta have the same meaning in these By-laws, unless the context otherwise requires.
 - 1.3. These By-laws are to be read with all changes of number and gender required by the context.
 - 1.4. The headings in the body of these By-laws are not part of the By-laws and are inserted only for convenience or reference.
 - 1.5. If there is any conflict between these By-laws and 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 necessary steps it sees fit to uphold the By-laws.
- 2.2. In addition to its duties and responsibilities under the Act and as provided in the preceding subparagraph, the Corporation shall:
 - (a) Where practical, establish and maintain suitable lawns, beaches and picnic areas on the Common Property;
 - (b) Maintain, repair or replace pipes, wires and cables existing in the parcel and used or capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
 - (c) Provide adequate garbage receptacles on the Common Property for use by all Owners and provide for regular garbage collection;
 - (d) Maintain the parking and storage facilities provided for the Owners;
 - (e) Provide and maintain reasonable outside lighting;
 - (f) Maintain and keep in a state of good repair the amenities building, and all Common Property roads and sidewalks.

3. POWERS OF THE CORPORATION

- 3.1. In addition to its powers under the Act, the Corporation shall:
 - (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 Owners Contribution owing to it;
 - (e) Make an agreement 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) Do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and any part of the parcel with which it may be concerned;
- (g) Make management agreements and recreational agreements
- (h) Levy penalties, by way of fines, for the contravention of any By-law;
- (i) Commence an action, pursuant to the Act, in the Provincial Court of Alberta, or as may be otherwise provided, for the recovery of a penalty for the contravention of any By-law;
- (j) Commence such other proceedings as may be available for the enforcement of any By-law;
- (k) 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 a tenant's damage of Common Property;
- (l) 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, equally amount the Units so supplied without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and recover the amount allocated as Owners contributions;
- (m) Restrict access to the Common Property or an part of it by any Owner who has failed to pay, when due, an Owners Contribution or who (or whose guest) has breached a By-law;
- (n) Discontinue the supply of utilities and service supplied by any Unit if the Unit Owner shall have failed to pay Utility Expenses when due;
- (o) Operate seasonal water and sewer systems serving the Units during the frost free season;
- (p) Set from time to time, the fiscal year of the Corporation;
- (q) Exempt any Unit from payment of Common Expenses or Utility Expenses.

4. **BOARD OF MANAGERS**

- 4.1. The Board shall consist of not less than three (3) and not more than seven (7) individuals, but the Board elected by TRI-WEST, as Developer and Owner of all the Units, may consist of one or more persons, each as nominee of TRI-WEST.

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 Contributions due and owing in respect of his Unit is not eligible to be elected to or 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. Subject to subsection 7.2, a member 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
- 7.2. 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 9.1 of these By-laws;
 - (b) The member resigns;
 - (c) The member is removed under section 8.1 of these By-laws;
 - (d) His term in office expires:

Whichever shall first occur.

8. REMOVAL OF A MEMBER OF THE BOARD

- 8.1. Except where the Board consists of not more than three (3) individuals, the Corporation may, by resolution at a general meeting, remove any member of the Board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

9. VACANCIES ON THE BOARD

- 9.1. The Board may, by resolution upon prior written notice to the Board members affected, declare that the office of the member is vacated if the member:
- (a) Becomes bankrupt under the Bankruptcy Act (Canada);
 - (b) Is more than thirty (30) days in arrears in payment of any contribution required to be made by him as an Owner;
 - (c) Becomes mentally incompetent;
 - (d) Is convicted of an indictable offence for which the maximum penalty is imprisonment for a term of not less than two (2) years;
 - (e) Resigns his office by serving notice in writing upon the Corporation; or
 - (f) Is absent from three (3) consecutive meetings of the Board without permission of the Board.
- 9.2. Where a vacancy occurs on the Board under this section, the Board may appoint a 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 Managers elected by TRI-WEST as its nominees.
- 10.2. The Board may designate one person to fill the offices of Secretary and Treasurer.
- 10.3. In addition to those duties assigned to the officers of 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 ratification of his execution of the

Corporation's business, and shall act as chairman of the meetings of the Board.

- (b) The Secretary shall record and maintain all the minutes of the Board meetings and shall be responsible for all the correspondence of the Corporation.
- (c) 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. If the President is absent or disabled the Vice-President shall act in his stead. If any other office 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 duties of the officers of the Corporation in such a manner as the Board may direct.

11. MAJORITY VOTE AND QUORUM OF THE BOARD

- 11.1. 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.
- 11.2. A quorum at a meeting of the Board shall be a majority of the members of the Board.
- 11.3. All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board and in the absence of any rule of procedure, the procedure set forth in Robert's Rules of Order shall be followed.
- 11.4. The Board shall meet at the call of the President to conduct its business and adjourn and otherwise regulate its meeting as it thinks fit.
- 11.5. The Board shall meet when any member of the Board gives to the other members not less than seven (7) days notice of a meeting proposal by him or her, specifying the reason for calling the meeting.

12. RESOLUTIONS IN WRITING

- 12.1. 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.

13. SEAL OF THE CORPORATION

- 13.1. The Corporation shall have a corporate seal which shall not be used except under the authority of the Board given prior to its use and in the presence of not less than two (2) members of the Board who shall sign the instrument to which the seal is affixed. The Corporation may resolve to have a facsimile corporate seal.

14. SIGNING AUTHORITY

- 14.1. 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.

- 14.2. The Board may authorize a property manager, or other agent, to issue and execute replies to information requests ("estoppel certificates") and may so empower the property manager, or agent, to affix the corporate seal or the facsimile corporate seal.

15. **POWERS OF THE BOARD**

- 15.1. 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.
- 15.2. 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 the powers of and carry out the duties of the Corporation.
- 15.3. 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.
- 15.4. 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 By-laws.
- 15.5. 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. **DUTIES OF THE BOARD**

- 16.1. In addition to the duties imposed by the Act, the Board shall:
- (a) Cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditures take place;
 - (b) Prepare financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation for each Annual General Meeting;
 - (c) Maintain financial records of all the assets, liabilities and equity of the Corporation;
 - (d) 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;
 - (e) 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 received such notice of the mortgage as may be required.

17. **PENALTIES FOR BY-LAW CONTRAVENTION**

- 17.1 If the Board determines that a breach of the By-law 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 earlier 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 \$100.00 per day, and in the aggregate not to exceed \$5,000.00, to be leviable upon the expiry of the time specified to rectify the breach, if the breach has not been rectified. 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, tenant, or both are liable for payment of penalty. Each day of a continuing breach shall be deemed a contravention of the By-laws.
- 17.2 The Board may by resolution deny access to some or all of the Common Property

and related recreational facilities for a period not exceeding one hundred eighty (180) days to any person who has contravened the By-laws.

- 17.3 With specific reference to By-law 32.1 (ee), should the Manager have to respond to a second infraction of this By-law, a fine of not less than \$500.00 will automatically be levied against the offending party or parties. If, at any time, there is obnoxious response on the part of the Owner(s) or their guests, when approached to quiet down and/or cease a violation of this By-law, the RCMP will be called.
- 17.4 Should an Owner, by virtue of any construction, alteration, improvement, or modification to or on any Unit, be found to be in breach of By-law 32.4, then in addition to imposing the penalties stated in By-law 17.1, the Board may also remove any offending structure, addition or improvement from the Unit forthwith.
- 17.5 In addition to any rights which the Corporation may have under this By-law 17, the Corporation may also exercise any further or other rights accorded to it by the provisions of the Condominium Property Act, R.S.A. 2000,c.C-22., and impose any further or other penalties contained therein.

18. CAPITAL REPLACEMENT RESERVE FUND

- 18.1. The Board shall establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property where the repair or replacement does not occur annually.
- 18.2. The Board may by resolution determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.

PART III -GENERAL MEETINGS

19. CONVENING OF MEETING AND NOTICE

- 19.1. The Board may, whenever it considers it proper to do so, and shall upon the written request of the Owners entitled to vote and who represents 25% of the total Unit Factors for the Units, convene a general meeting. The Board shall convene Annual General Meetings as required by the provisions of the Act.
- 19.2. Were an Annual General Meeting or a 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.
- 19.3. An Annual General Meeting or a general meeting, or anything done at that meeting, is not invalid by reason only that a person was inadvertently not given or did not receive, a notice of meeting.

20. QUORUM

- 20.1. 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.
- 20.2. A quorum for an Annual General Meeting or a general meeting is 25% of all the persons entitled to receive notice of the meeting or whose total vote represents at least 2500 Unit Factors, whichever is the less, being present in person or represented by proxy at that meeting.

21. PROCEDURE

- 21.1. The President, or in his absence the Vice-President, of the Corporation shall act as chairman of any general meeting. In the absence of both the President and Vice-President at the commencement of the meeting, a chairman of the meeting shall be elected.
- 21.2. 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;
- (j) Adjournment.

21.3. If within one-half hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed from the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.

22. MANNER OF VOTING

- 22.1. 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 favor of or against such resolution.
- 22.2. The chairman of the meeting shall not vote upon a show of hands.
- 22.3. On a show of hands, each person entitled to vote shall have one vote.
- 22.4. Except for those matters requiring a special resolution or unanimous resolution, all matters shall be determined by a simple majority vote.

23. POLLING THE VOTE

- 23.1. A poll may be demanded by any person entitled to vote, present in person or by proxy, and by any co-owner of a Unit.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.

24. VOTE BY THE CHAIRMAN

- 24.1. If a tie results in the case of any vote upon which a poll has been taken, the chairman may cast a final and deciding vote.

25. PROXIES

- 25.1. On a show of hands or on a poll, votes may be given either personally or by proxy and, on a show of hands, the person entitled to vote and voting may indicate that he is showing hands with respect to the number of votes, provided that his proxy is in order, and the votes shall be so counted.
- 25.2. 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 need not be

an owner.

25.3. If a corporation is the Owner of a Unit, it shall make a nomination, in writing under seal, specifying the person who is entitled to vote the interest of the corporation as Owner, and as the case may be as specified in the nomination.

25.4. A maximum of two (2) proxies only may be assigned to any one voting person

26. RESTRICTIONS ON VOTING

26.1. Except as provided in subsection 26.2 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 a general meeting.

26.2. Where, at the time of an Annual General Meeting or a 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 at that meeting in respect of any resolution other than a Special Resolution or a Unanimous Resolution.

27. VOTE BY CO-OWNERS

27.1. 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.

28. VOTE BY TRUSTEE

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

29. RESOLUTIONS IN WRITING

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

30. AMENDMENT OF BY-LAWS

30.1. 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. The amendment, repeal or replacement shall be by special resolution.

PART IV - USE AND OCCUPATION OF UNITS AND PROPERTY

31. DEFINITIONS

31.1. In this Part:

- (a) "Common Facilities" means improvements upon the Common Property, real or personal, designated to be property to be used in common by all of the Occupants and Owners;
- (b) "Occupant" means an Owner and anyone present on a Unit or in or upon the Common Property with the consent or authority of an Owner;
- (c) "Project" means all the land including all Units and Common Property comprising the development commonly known as GLENIFFER LAKE RESORT & COUNTRY CLUB;
- (d) "Recreational Vehicle" means a motor home, trailer or any other temporary sleeping accommodation expressly excluding mobile homes, tents and any structures which could be considered fixtures or appurtenances to real property. Also including Park Model RV trailers meeting the following conditions:

- maximum dimensions of 42 ft. in length by 12 ft. in width
- must conform to CAN-CSA series Z241 regulations and must bear this CSA label on each unit
- single chassis mounted on wheels
- can be relocated from time to time
- equipped with a maximum CSA approved 50 amp. Interior electric panel.

32. REGULATIONS

32.1. An Occupant shall abide by the following regulations:

- (a) The Occupant shall keep the Unit neat and clean at all times. No accumulation of junk or debris of any kind shall be permitted around, on or under the recreational vehicle on the Unit;
- (b) All Units have been designed for parking two vehicles. In addition to one RV, only 2 motor vehicles (excluding one watercraft) may be parked on any Unit at any one time. One truck camper or one camperised van, as long as they are the Owner's primary means of transportation, shall be allowed parking on the Unit. No overnight sleeping in second vehicles is allowed. Vehicles are not to be parked on neighboring Units without permission from the appropriate Owner. No vehicles shall obstruct any Common property. As well, one golf cart shall be allowed per Unit without being considered a third vehicle.
- (c) All persons under the age of eighteen (18) years must not be on any portion of the Project except the Unit of which they are one of the Occupants after midnight each night. All young children must be accompanied by an adult when using designated Resort facilities;
- (d) The Unit is to be used only for the purpose of a temporary holiday residence, and for no other purpose. No Unit shall be used for any business purpose without approval by the Board; nor for any illegal purpose. No business inventory to be stored on the Unit.
- (e) The Occupant shall not cause, permit or suffer any unusual or objectionable noises or odors to emanate from the Unit;
- (f) The Occupant shall discontinue immediately upon the request of the Manager any conduct or practice carried on by the Occupant which in the opinion of the Manager may harm the reputation of the Corporation or reflect or tend to reflect unfavorably on the Project, the Corporation, or other Owners or Occupants;
- (g) The Occupant shall not use his Unit in a manner or a purpose that would cause a nuisance or hazard to any other Owner, Occupant or the Corporation;
- (h) The Occupant may have a maximum of two family pets, such as dogs, cats or birds, or a combination of one of each. Pets must be well behaved. All pets (including cats) shall be kept on leashes or in-doors at all times (including night) and shall not be permitted on any site landscaping or Unit other than that occupied by the owner of the pet, without the consent of the owner of that Unit. All pet waste shall be picked up immediately by the pet owner and deposited in a garbage receptacle. This applies to all areas, roadways, walkways, beaches and other areas of the Resort, whether developed or not. Resort Management reserves the right to remove unruly, loud and/or misbehaving animals from the Resort and to restrict roaming pets. Management reserves the right to remove such animals from the Resort without notice. Pets are not allowed on the golf course or in any recreational facility or building within the Resort or on any designated beach, swimming or playground areas;
- (i) The Occupant shall not place or erect on the Unit any structure except a fence, deck or storage shed, the design material and color of which complies with the standards stipulated in Clause 32.4 hereof;
- (j) The Occupant shall not permit a television antenna or similar structure of appurtenances thereto to be erected on or fastened on an Unit except in connection with a common television antenna or cable system as authorized by the Corporation and then only in accordance with the regulations there for which may be established by the Corporation, other than those that are supplied with an RV or a separate structure that would be of a height not greater than that

- supplied with an RV. Satellite dishes larger than 24" in diameter are not allowed;
- (k) The Occupant shall not obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress or egress to and from his Unit;
 - (l) The Occupant shall not permit the Unit to be occupied overnight by more than eight (8) persons (whether adult or minor) at any given time without the consent in writing of the Manager;
 - (m) The Occupant shall not permit, erect or cause to be erected or to remain on the lands outside his Unit any structure, barrier or any other matter or thing of a permanent or semi-permanent nature except with the prior approval of the Corporation.
 - (n) The Occupant shall not effect repairs or adjustments to automobiles on the lands, nor shall any vehicles other than private passenger automobiles, station wagons, vans or pickup trucks be brought onto the Project without the written permission of the Corporation or its Manager, save in the course of delivery to or removal from the respective Unit;
 - (o) The Occupant shall not do or permit anything to be done on Common Property that may cause damage to trees, plants, bushes, flowers or lawns and shall not place their chairs, tables, children's play things, devised or other object, which would interfere with maintenance of the grounds generally;
 - (p) The Occupant shall dispose of all household garbage or trash in the containers provided for by the Corporation. All garbage must be wrapped or bagged and placed in these containers. The Occupant shall not deposit household refuse and garbage outside his Unit other than in the manner prescribed by the Corporation. Construction and landscaping refuse must be hauled to the appropriate landfill site away from Gleniffer Lake Resort. Garbage and grass clippings must be kept separate;
 - (q) The Occupant shall not use any part of the Project to park a boat or boats other than the Unit or other area which may be designated for and assigned to the Occupant by the Corporation for the parking of boats;
 - (r) The Occupant shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the lands or on or about a Unit without the prior approval of the Corporation. In particular, the Occupant shall not erect or display any "For Sale" or "For Lease" sign on or about the Unit;
 - (s) The Occupant shall not trespass on another Occupant's Unit, and he shall not permit his family or guests to trespass on another Occupant's Unit.
 - (t) The Occupant shall not allow the areas around his Unit to become untidy. The Corporation shall be at liberty to remove any rubbish or clean up the lands in close proximity to the Occupant's property to its satisfaction and charge the expense to the Occupant;
 - (u) The Occupant shall not do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium therefore;
 - (v) The Occupant shall not operate automobiles or any other vehicle on a Unit or on the Project at a speed in excess of 15 km per hour (as posted);
 - (w) Pleasure riding of snowmobiles, motorcycles, or all-terrain vehicles of any type is not allowed on the Unit or within the Project. The use of licensed street motorcycles and scooters as transportation from the entrance of the Resort to the owners' Unit is permitted with prior approval from the Board;
 - (x) The Occupant shall not have open fires, except in properly constructed fire pits, the location and design of which shall require the prior approval of the Corporation;
 - (y) The Occupant shall not make, or permit to be made, any unseemly or disturbing noises and shall not disturb or permit the disturbance of other persons residing or situated on the Project;
 - (z) The Occupant shall not bring, keep, or store or permit to be brought, kept, or stored in or upon the Project 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 the Occupant's Unit;

- (aa) The Corporation shall at all times have the right to control and prevent access to the Project 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;
- (bb) The Occupant shall pay for any damage, replacement or repair occasioned by the careless or negligent use of the Project or the facilities thereon, and shall further pay for any damage, replacement or repair caused by the Occupant's guests or other Occupants upon the Unit or the Project with the authority or consent of the Occupant;
- (cc) 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 common area landscaping, the Occupants are responsible for keeping their Unit neat and orderly and the grass trimmed as outlined by the Corporation for each Unit at the time of selection. Any Occupant not maintaining his Unit accordingly will be assessed for his maintenance, which will be done by the Corporation at any 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 9:00 p.m. to 10:00 a.m.;
- (dd) The occupant shall ensure that all sewer hook-ups are rigid and watertight to meet health codes and must be sealed when not connected to a Unit.
- (ee) The occupant shall ensure that limitations on noise and disturbance on his Unit are strictly enforced between 11:00 p.m. and 8:00 a.m. It is an essential requirement that everyone be particularly considerate of the comfort and convenience of his neighbors. Radio, television or similar equipment shall be kept at levels which will not at any time annoy or disturb other Occupants. No loud or boisterous parties or noises will be permitted and no parties will be permitted at any time which may violate this regulation;
- (ff) All fish are to be cleaned at the facilities provided by the Corporation or in owner's units and at no other place on the Unit or Project;
- (gg) The Corporation may provide boat docks and a raft for the use of the Occupants. All children must be accompanied by an adult while on the docks or raft. There will be no fishing permitted from the docks or raft. No water skiing must be done from the boat docks. No private docks or rafts will be permitted on or near the Project;
- (hh) All boats must maintain a speed of not more than five (5) miles per hour (no wake) when around docks and when entering or leaving dock areas.
- (ii) The Corporation shall not be responsible in any way for any loss or damage to boats or articles left in boats, vehicles and trailers;
- (jj) 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;
- (kk) No laundry shall be hung out to dry on the Unit or other parts of the Project, with exception of beachwear, and beach towels. Clotheslines are prohibited;
- (ll) No alterations to the Unit by the Occupant shall be permitted except by the planting of flowers, bushes and trees and the building of accessory structures in accordance with the standards stipulated in Clause 32.4 hereof;
- (mm) Casual overnight camping within the Resort will be restricted to guests of owners within the Resort. Overnight use will only be on the vacant Units within the Resort and shall be at the discretion of management of The Corporation.
- (nn) The use of firearms and all other weapons is prohibited within the Resort. Management reserves the right to use firearms only for predator or rodent control.

- (oo) In order to preserve the asphalt roads within the Resort no construction involving the use of heavy equipment, trucks, etc. shall be permitted prior to June 15 of any given year without the approval of the Board. Development of subsequent phases of Units shall be excluded from this bylaw providing that the Developer assumes responsibility for the maintenance and repair of any roads for which the Developer is directly responsible for. Specifically, no alterations shall be done to any of the service pedestals on the Unit without approval by the Board and unless they are performed by qualified workmen and to the proper building code.
- (pp) Eaves or overhangs on any Recreational Vehicle shall not encroach upon the property line of the adjacent Unit;
- (qq) The Occupant shall ensure that any manner of construction, landscaping or repair pertaining to the Unit or the Recreational Vehicle on the Unit be restricted to the boundaries of the Unit. This is to be inclusive of all construction vehicles, equipment and material used during the duration of the construction, landscaping or repair project. Once the project is complete all aforementioned vehicles, equipment and material is to be removed from the Unit. Prior to commencing any construction the Contractor must contact the Building Committee for approval.
- (rr) No alterations shall be done to any of the service pedestals on the Unit without approval by the Board and unless they are performed by qualified workmen and to the proper building codes. Specifically, the installation of electrical breakers within the service pedestals to any more than 30 amp. is strictly prohibited.

32.2. Friends, relative, guests and visitors of the Occupant or the Occupant's personal responsibility when they are upon the Unit or the Project. The Occupant shall inform them of the regulations contained herein and the Occupant shall be personally liable for the breach thereof of his friends, relatives, guests and visitors.

32.3. 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 it's 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.

32.4.

NOTICE

In order to avoid misunderstandings and to try and preserve the Project appearances and quality, no construction, alterations or improvements 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 any Owner without the prior written approval of two (2) members of the Construction Committee/Board. This written application must also be accompanied with design plans for the intended work or construction. Notification will be given within 14 days of submission. A copy of the approved application should be retained by the Owner as proof of compliance.

Accessory Structures constructed or placed upon a Unit must be of construction in accordance with construction standards within the rest of the Project, must be of a color approved by the Board, must be approved by the Construction committee or the Board and must comply with the following standards:

- (a) Fences shall be of wooden, post and rails with wood or vinyl inserts with a maximum height of 42", and a color approved by the Construction Committee/Board. No chain-link fences will be allowed.
- (b) Sheds may be constructed of wood, vinyl or metal. If of wood construction, sheds may be vinyl sided, metal sided, painted or stained a color approved by the Board / Construction Committee,

or of such other maintenance free material as approved by the Board / Construction Committee. The external measurements at the base of a shed shall not exceed eighty (80) square feet in area with no one side being more than ten (10) feet in length, with a height of no more than eight feet six inches (8' 6"), measured from the lowest ground elevation on which the shed sits. Eaves or overhangs on sheds shall be limited to a maximum of twenty-four (24) inches on a maximum of two (2) sides and a maximum of twelve (12) inches on the other two sides. Boxing or framing in of eaves or overhangs on sheds shall be limited to a maximum of two (2) sides of the shed and the bottom elevation of the eave or overhang must be a minimum of thirty-six (36) inches measured from the lowest ground elevation on which the shed sits.

- (c) Decks shall be wooden or vinyl and of a color approved by the Construction Committee/Board and the total elevated area shall not exceed seven hundred twenty (720) square feet in area. Decks shall not exceed fourteen (14) feet in width and shall not exceed the length of the RV / Park Model to which they are adjacent, plus an additional ten (10) feet in length to accommodate decks off the rear of the unit. Decks off the rear of a unit shall not exceed ten (10) feet in width. Normal stairs or steps, up to twenty-four (24) inches in width, shall not be included in the total deck area. Deck railings shall not exceed forty two (42) inches in height (measured from floor of deck), and no deck shall be permanently screened or closed in unless they meet with the conditions set forth in 32.4 (f) Arizona Rooms. All decks must be skirted within one (1) year of installation.
- (d) All permanent awnings must be manufactured metal awnings of a color and type approved by the Construction Committee/Board. Height shall not exceed the height of the eave or the roofline of the Recreation Vehicle on the Unit to which it is either attached or adjacent to. Length of awnings shall be a maximum of 40 feet plus a maximum of an additional 11 feet to provide for the covering of deck areas at rear end of the Recreation Vehicle. Awnings shall not be incorporated into carports.
- (e) Windscreens or privacy screens are not to be interpreted as fencing. Windscreens or privacy screens, located on a deck, 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 may be constructed of glass, plexiglass (or similar material which can be viewed through), or of standard vinyl latticework. Permanent, ground level (stand alone) windscreens or privacy screens shall not exceed eighteen (18) feet in length and five (5) feet in height.
- (f) Arizona / Sun rooms are permitted on the Project providing they meet the following standards:
 - (i) total area of Arizona rooms shall not exceed three hundred sixty (360) square feet;
 - (ii) height shall not exceed the height of either the eave or the roof line of the Recreational Vehicle on the Unit, to which the room is attached or adjacent to;
 - (iii) may be constructed of either:
 - a. manufactured metal and, or vinyl construction with windows of glass, plexiglass or similar material and of a design and color approved by the Board/Construction Committee,
 - b. wood frame construction with windows of glass, plexiglass or similar material and of a design and color approved by the Board/Construction Committee,
 - (iv) all rooms, when completed must be maintenance free. Wood frame rooms shall be sided with either vinyl, aluminum or such other maintenance free material as approved by the Construction Committee. Both the siding material and color must match the material and color of the Recreational Vehicle to which they are attached or adjacent to.
 - (v) The total area of windows for each outside wall must be within 10% (greater than or equal to) of the maximum allowable total surface for windows as governed by the Alberta Building Codes and applicable fire regulations. An Alberta Building certificate stating such compliance constitutes evidence of this compliance.
 - (vi) Windows shall be a minimum of twenty-four (24) inches in width
 - (vii) gable roofs on Arizona rooms, which are attached to any Park Model trailer, shall be shingled with the same color and style of shingle which is on the Park Model trailer.

- (viii) the first thirty-six (36) inches of wall, measured from the floor, may be of solid construction. The exterior finish shall be of either vinyl or aluminum material and of a color which matches the Recreational Vehicle to which they are attached or adjacent to.
- (ix) all construction must meet with the appropriate government building codes.
- (x) no interior partition walls shall be allowed within an Arizona room;
- (xi) All Arizona rooms shall not be heated or cooled by use of electricity. The use of fans for air circulation only is acceptable.

- (g) Firewood Containment Units (stand alone) may be constructed to a maximum size of four (4) feet in depth x six (6) feet in height x eight (8) feet in width with a roof overhang of up to six (6) inches on the front side. May be constructed of wood, metal or vinyl. If of wood construction, may be constructed of vinyl latticework sides and or, covered with vinyl siding. Wood framing may be of pressure treated wood, if other, must be painted of a colour approved by the Construction Committee.
- (h) Skirting around Recreational Vehicles, Arizona rooms and decks must be of either vinyl, vinyl clad or such other maintenance free product as approved by the Construction Committee / Board of Directors. Skirting must be of solid construction, cannot be of latticework and must be of a material that cannot be viewed through. Any permanently blocked units shall be skirted within one (1) year of placement.

32.5. Recreational Vehicles as defined in 31.1d. placed upon a Unit must be approved by the Board and must comply with the following standards:

- (a) Recreational Vehicles, which are conversions or buses, vans, etc., must be approved by the Board.
- (b) Recreational Vehicles in excess of 10 years of age must be approved by the Board.
- (c) Park Model RV's with maximum dimensions of 12ft x 42 ft must meet at least CAN-CSA series Z241 standards, must bear the CSA label on each unit and must meet with the approval of the Board.
- (d) that the maximum height for units including attachments (i.e., Arizona rooms) be 17.5 feet.

32.6 A boat storage facility has been created on that portion of common property adjacent to the northern most boundary of Condominium Plan #952-1060 (commonly referred to as visitor parking). This facility can accommodate approximately 20 boat storage sites which would be available, to those interested, on an annual or monthly rental basis. These storage sites will be made available firstly, to Owners in Condominium Corporation #952-1060 and subsequently to Owners in all other Condominium Corporations. Revenue generated from this facility would be deemed to be income to Condominium Corporation #952-1060.

PART V - COMMON EXPENSES

33. ASSESSMENTS AND BUDGETS

33.1. The Common Expense of the Corporation shall, without limiting the generality hereof, include the following:

- (a) All levies or charges on account of electricity, water, gas, fuel service and other services supplied to the Corporation or the Common Property;
- (b) Management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
- (c) All the charges on account of landscaping, and maintenance of, and snow removal from the Common Property;
- (d) All charges on account of fighting fixtures situation on the Common Property;

- (e) All charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these By-Laws;
- (f) All charges on account of maintenance, repairs and replacement of Common Property for which the Corporation is responsible under these By-laws;
- (g) All insurance costs in respect of the insurance for which the Corporation is responsible under the By-laws;
- (h) All levies or charges on account of utilities or services supplied to all Units;
- (i) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal and accounting fees and disbursements;
- (j) Reserves for the Capital Replacement Reserve Fund;
- (k) The amount of all costs and expense whatsoever, including without limitation all maintenance and repair costs, taxes, financing charges, common expense Unit charges, and all utilities charges for or in respect of any Unit owned by the Corporation itself.

33.2. Utility Expenses

- (a) Utility Expenses shall, without limiting the generality hereof, include the following:
 - (i) All levies or charges on account of electricity supplied to more than one but not all Units through a common meter;
 - (ii) Other services provided to more than one but not to all Units;
- (b) Utility Expenses may be allocated by the Corporation among the Unit supplied with electricity, or other services, in the following manner:
 - (i) The Corporation may allocate charges for electricity supplied to more than one Unit through a common meter, together with a reasonable surcharge for the Corporation's administration costs, equally amount the Units supplied through such common meter without regard to the actual consumption upon each such Unit;
 - (ii) Alternatively, the Corporation may allocate charges from electricity supplied to more than one Unit through a common meter, together with a reasonable surcharge for the Corporation's administration costs, according to the Corporation's reasonable estimate of actual consumption, calculated in the manner determined by the Board.
 - (iii) The Board may allocate charges for other services made available to more than one, but not all of the Units, together with a reasonable surcharge for the Corporation's administration costs, amount the Units to which such services have been made available in such manner as may be deemed appropriate by the Board as a fair and reasonable method of allocating such expenses.

33.3. Fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner:

- (a) a copy of the budget for the ensuing fiscal year 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; and
- (b) a notice of the assessment for this contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall, in the discretion of the Board, be made to the Owners in proportion to their Unit Factors as shown in the Condominium Plan.

33.4. 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.

33.5. Common Expenses

- (a) 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, in the discretion of the Board, on a monthly basis.

- (b) Assessments for Utilities Expenses shall be paid within twenty (2) days after the mailing of such assessments.
- 33.6. 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 from the date when due until paid. All payments of account shall be applied to interest and then to the assessment payment first due.
- 33.7. Notwithstanding anything to the contrary herein before contained, during the initial stages of development and before ninety (90%) percent of the Units have been occupied or sold by the Developer of the Project and prior to the first Annual 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 accountants nominated by the developer, an interim statement of anticipated Common Expenses.
 - (b) From the date upon which a Unit is occupied, the Owner or Occupant of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following occupancy or ownership, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible, based on the Unit Factor for his Unit. The other provisions of these By-laws relating to Collection of assessments, enforcement of payment and remedies available after default shall apply. Alternatively, the Developer may apply a rent agreed upon with the Owner as payment of the Owner's share of Common Expenses.
- 33.8. The omission by the Board or the Developer to fix the assessments hereunder to the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release of the Owner or Owners from their obligation to pay the assessments or special contributions or any installment thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his Owner's Contributions by waiver of the use or enjoyment of any of the Common Property, by vacating or abandoning his Unit, or by declining to use utilities or services supplied to his Unit.

PART VI - MISCELLANEOUS

34. DEVELOPER'S RIGHTS

- 34.1. During such time as the Developer is the Owner of one or more Units, it shall have the right to lease out said Units on such terms and conditions as it may determine. All Occupants of said Units shall be required to abide by the regulations on use established by this By-law. 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.

35. INSURANCE

- 35.1. The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable Common Property and all insurable 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 of such other perils as from time to time the Board shall deem advisable;

- (b) Coverage to the full replacement value of all buildings and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- (c) Adequate boiler insurance if any boiler or pressure vessel exist;
- (d) Coverage for such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation;
- (e) That no breach of any statutory condition or other condition of any policy by a Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Unit Owner or the Corporation, the insurance may only be subject to forfeiture or defence or breach of condition insofar as the separate interest of the Person or party in breach are concerned;
- (f) That no breach of any statutory or other condition of any policy by the Corporation or any Owner shall invalidate the policy as against any Mortgagee in any way or to any extent;
- (g) Standard Mortgagee endorsements in favor of all Mortgagees who have given notice of their interest to the Corporation

35.2. Nothing in Section 35.1 shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

35.3. Notwithstanding the foregoing, an Owner may, and upon the written consent of his Mortgagee an Owner shall, carry insurance on his own Unit as permitted by the Act provided that 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.

35.4. 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.

35.5. The Board shall also obtain and maintain public liability insurance insuring the Developer, the Manager, the Corporation, the Board, and the Owners against any liability to third parties or to the Owners and their invitees, licensees, or tenants, incident to the ownership use of the Units therein, and all Common Property owned by the Corporation. Limits to tenants, incident to the ownership use of the Units herein, and all Common Property owned by the Corporation. Limits of liability under such insurance shall not be less than One Million (\$1,000,000) Dollars for any one person injured or for any one accident and shall not be less than Five Hundred Thousand (\$500,000) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy of 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.

36. ESTOPPEL CERTIFICATES

36.1. Any certificate as to an Owner's position with regard to expense assessments or otherwise, issued by the Manager or officer of the Corporation shall be deemed as 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 (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 Estoppel Certificate or not, and the same may be enforced in accordance with these By-laws or the Act or as ordinary debts due by the Owner or ex-Owner to the Corporation.

37. NOTICE OF DEFAULT TO MORTGAGEES

37.1. 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.

38. NON-PROFIT CORPORATION

- 38.1. 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, distributed to, or enure 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.

39. RIGHTS OF THE MORTGAGEES

- 39.1. 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.
- 39.2. Section 39.1 does not apply unless the Mortgagee has given written notice of his mortgage to the Corporation.
- 39.3. A Mortgagee may exercise his right to vote personally or by proxy.
- 39.4. 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 as 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 judgement 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 (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
 - (c) The particulars of or a copy of any subsisting management agreement;
 - (d) The particulars of or a copy of any subsisting recreational agreement;
 - (e) A copy of the budget, if any, of the Corporation;
 - (f) A copy of the current financial statement, if any, of the Corporation;
 - (g) A copy of the By-laws of the Corporation;
 - (h) A copy of any minutes of proceedings of a general meeting of the Corporation, or of the Board;
 - (i) Copies of the policies of insurance placed by the Corporation

39.5.

40. NOTICES

- 40.1. 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.

- 40.2. All notices with respect to any Unit to which two or more Persons are jointly entitled shall be addressed to all such Persons and served upon any one of such Persons, and notice so given shall be sufficient notice to all Owners of such Unit.
- 40.3. Any notice or document delivered or sent by mail or left and 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.
- 40.4. 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.
- 40.5. 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.
- 40.6. 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 prima facie evidence thereof.
- 40.7. 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.

41. **TENANTS**

- 41.1. The Corporation is authorized to exercise all rights and powers conferred on it by the Act with respect to rented residential 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.

42. **DUTIES OF THE OWNER**

- 42.1. An Owner shall
 - (a) Permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
 - (i) Inspecting the Unit;
 - (ii) Maintaining, repairing or replacing pipes, wires and cables existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) Maintaining, repairing or replacing Common Property;
 - (iv) ensuring that the By-laws are being observed.
 - (b) 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;
 - (c) Shall pay promptly when due, and in accordance with the prescribed terms of payments:
 - (i) To the Corporation, all and every assessment for Common Expenses of the Corporation, as are levied or assessed by the Corporation against his Unit from time to time;
 - (ii) To the Corporation all and every assessment for Utility Expenses as are levied or assessed by the Corporation against his Unit from time to time;
 - (iii) To the Corporation, all and every assessment, demand and levy for contribution to, reimbursement of, and payment for, expenses and costs incurred by the Corporation,

which are wholly or partly directed attributable to his Unit, which are levied, assessed or demanded against his Unit, from time to time or which are the subject of indemnification as prescribed by this By-law or at law;

- (iv) To the Corporation, all interest on such accounts, assessments, levies and sums demanded in arrears as prescribed in such accounts, assessments, levies, and demands and in this By-law permitted; and
 - (v) To the appropriate authority, all and every account, statement, bill, rate, charge, tax, outgoing, and assessment that may be payable in respect of his Unit from time to time.
- (d) Abide by all regulations established by these or other By-laws.
- (e) An Owner shall:

Notify the Corporation forthwith of:

- i. Any change in the ownership of the Unit. The Owner must provide to the Corporation a copy of the Transfer of Title from Alberta Land Titles detailing the new Owners names, address and phone numbers,
 - ii. Any persons leasing the Unit. The Owner must provide to the Corporation a completed Leaseholder Information and Liability form,
 - iii. Any mortgage registered against the Unit.
- (f) Not make structural, mechanical or electrical alterations of his Unit or to the Common Property without the prior written consent of the Board, which shall not be unreasonably withheld.
- (g) REDIVISION OF UNIT

- 42.2. 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 Condominium Corporation and for all purposes shall be dealt with as Common Property.

Internet

SCHEDULE ONE

43. APPORTIONMENT OF UNIT FACTORS

43.1. Provided pursuant to Section 10c. and 10d. of the CONDOMINIUM PROPERTY ACT
The basis for unit factor apportionment for all condominium lots or units comprised in the proposed condominium plan is based upon:

- a. The number of units; and
- b. The relative dimensions of the units.

The unit factors of all units and the estimated amount of the monthly unit contributions, are as follows:

Unit Number	Unit Factor	Estimated Monthly Unit Contribution
1 – 95	104	
96	120	Nil

Internet Copy

SCHEDULE TWO

44. AMENITIES

A DESCRIPTION OF THE SITE AND AMENITIES AS THEY WILL EXIST WHEN THE DEVELOPER HAS FULFILLED ITS OBLIGATIONS UNDER THE PURCHASE AGREEMENT.

- 44.1. 1. The interior finishing of and all major improvements to the common property located within a building.

The common property will be improved by an amenity building. The amenity building will be centrally located within the Resort site.

The finishes with the amenity building will be generally or, where traffic flow or use requires, resilient flooring, together with wood grain interior trim painted drywall walls, and spray textured ceilings.

- 44.2. 2. The recreational facilities, equipment and other amenities to be used by the persons residing in the residential units:

The amenity building will have the following facilities:

- Bathroom and shower facilities
- Laundry facilities
- Public telephone
- Convenience store

Other amenities will include:

- Beach
- Boat launch
- Parent-Tot Playground
- Horseshoe Pits
- Picnic Area

- 44.3. 3. The equipment to be used for the maintenance of the common property:

No equipment will be owned, but the Board of Managers may choose to purchase some equipment. Maintenance will be by contractors employing their own equipment of the commonly owned equipment.

- 44.4. 4. the location of roadways, walkways, fences, parking areas and recreational facilities:

A roadway system will loop through the site to provide access to all units and to visitor parking spaces, and to provide access for emergency or service vehicles. Walkways, fences, parking areas and recreational facilities shall be as shown on the attached copy of the Condominium Plan.

- 44.5. 5. the landscaping:

Landscaping will be by lawns with trees and shrubs appropriately placed.

- 44.6. 6. the exterior finishing of the building:

Exterior building finish will be wood siding, and asphalt shingle roof.

The Purchaser acknowledges that TRI-WEST has no obligation to provide amenities other than those shown in this Schedule.

Purchaser's initial here.

Internet Copy