

**LAC STE. ANNE COUNTY
PROVINCE OF ALBERTA
BYLAW 14-2009-01-21**

**A BYLAW TO CONTROL LAND USE AND AMEND BYLAW 14-2009 LAKE
ARNAULT AREA STRUCTURE PLAN**

WHEREAS Section 639 of the *Municipal Government Act*, RSA 2000, c M-26, requires that a municipality adopt a land use bylaw.

AND WHEREAS on April 28, 2010 the Council of Lac Ste. Anne County passed Bylaw #14-2009, the Lake Arnault Area Structure Plan.

AND WHEREAS the Council of Lac Ste. Anne County has determined the Lake Arnault Area Structure Plan, Land Use Bylaw #14-2009 be amended.

NOW THEREFORE after due compliance with the relevant provisions of the Municipal Government Act and Bylaw # 14-2009, the Council duly assembled hereby enacts as follows:

1. The Lake Arnault Area Structure Plan is hereby amended by:
 - a. Deleting the text under Subsection **6.4 Water Servicing** in its entirety and replace it with:

“Water will be trucked-in and stored in a central reservoir. Distribution will be through pressurized small diameter polythene pipelines servicing each individual unit and the “Shower House” common building. Each lot will have their own service and water shutoff valve however these risers will not be winterized. The water lines will be installed in deep trenching so that traffic will not damage the lines. Figure 9 depicts *Water Servicing* within the site”
 - b. Previously anticipated water well site location as indicated on Figure 9 be disregarded.

First Reading carried the 8th day of April, A.D. 2021.



Reeve (Seal)


County Manager (Seal)

Second Reading carried the 13th day of May, A.D. 2021.



Reeve (Seal)

County Manager (Seal)

Third Reading carried the 13th day of May, A.D. 2021.



Reeve (Seal)

County Manager (Seal)

LAC STE. ANNE COUNTY
PROVINCE OF ALBERTA
BYLAW #14-2009

A BYLAW TO CONTROL LAND USE.

WHEREAS, under the provisions of the Municipal Government Act, being Chapter M-26.1, Division 5, Sections 639 and 640 of the Revised Statutes of Alberta 2000 R.S.A, every municipality must pass a Land Use Bylaw.

AND WHEREAS the Council of Lac Ste. Anne County deemed it necessary to keep the Land Use Bylaw current & effective.

NOW THEREFORE the Council duly assembled hereby enacts as follows:

1. The Lac Ste. Anne County No. 16-08 is hereby amended in accordance with the following:

That the land legally known as N.W. 31-54-05-W5M, be amended from Agriculture "A" under Land Use Bylaw 16-08, to Commercial Recreation District (CREC) under Land Use Bylaw 16-08. Land Described under Schedule "A".



2. That the land use and policy schedule for the above-noted District be as described in attached Schedule "B".
3. The Developer shall enter into an agreement with Lac Ste. Anne County to ensure compliance with the standards and requirements of the related Lake Arnault Area Structure Plan as described in attached Schedule "C".
4. That the subdivision design for the proposed subdivision be in accordance with the design as submitted on subdivision application no. 034SUB2009.
5. That this Bylaw comes into full force and effect upon third and final reading.

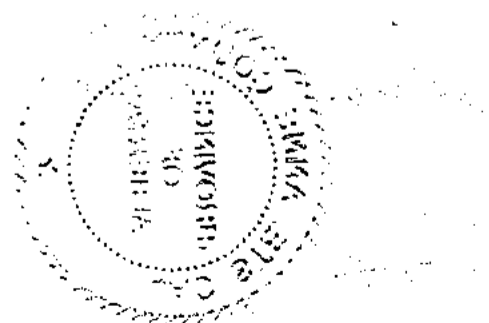
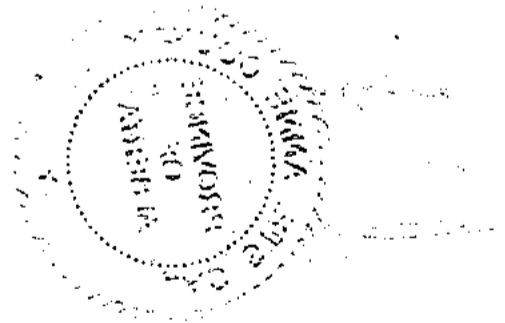
First Reading carried the 25th day of JUNE, A.D. 2009.


Reeve
(SEAL)

County Manager

Read a second time this 4th day of AUGUST, A.D. 2010.



Reeve
(SEAL)

County Manager



Read a third and final time this 28th day of April, A.D. 2011.


Reeve

(SEAL)

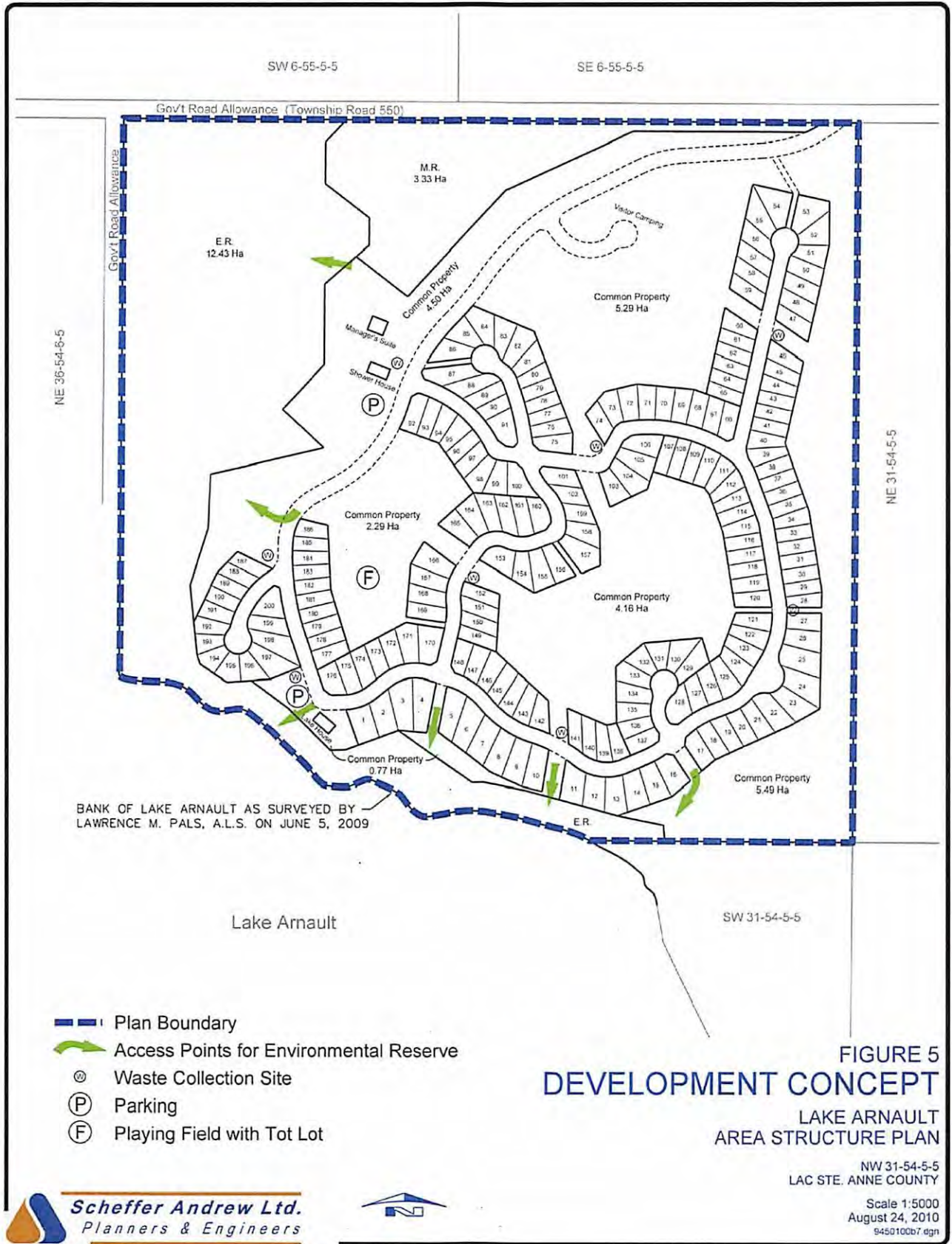

County Manager

SCHEDULE "A"

BYLAW NO. 13-2009

A BYLAW TO AMEND BYLAW NO. 16-08

That the land legally known as N.W. 31-54-05-W5M, be amended from Agriculture "A" under Land Use Bylaw 16-08, to Commercial Recreation District (CREC) under Land Use Bylaw 16-08. Land Described under Schedule "A".



SCHEDULE "B"

BYLAW NO. 14-2009

A BYLAW TO AMEND BYLAW NO. 16-08

CREC – COMMERCIAL RECREATION

(1) Purpose

The purpose of this district is to provide for commercial and recreational uses on lands that are located in areas with higher recreational potential due to their scenic or recreational value.

(2) Uses

Land uses in this District shall be as follows:

Permitted Uses

- Condominium Style Recreation Vehicle Park
- Shower house
- Lake house
- Park or playground
- Caretaker residence
- Accessory Structures under 11.15 sq meters (120 sq. ft.) (no permit required)
- Park Model (Maximum size 56 sq meters) (602.80 sq. ft.)
- Sun Rooms & Decks combined (Maximum size of 75 sq. meters) (807.32 sq. ft.)

Discretionary Uses

- Accessory uses and buildings over 11.15 sq. meters (120 sq. ft.)
- Public utility building to serve this district

(3) Development Standards

(a) The following standards shall apply:

Maximum number of units created	200
Minimum Lot Area:	0.03 ha (0.08 acres) (325.15 sq. mt./3,500 sq ft)
Maximum Unit area:	1400 sq. meters (15069.97 sq. ft.)
Minimum Unit area:	400 sq. meters (4305.71 sq. ft.)
Minimum Lot Frontage:	8.00 meters (26.25 feet)
Minimum Lot Depth:	30.00 meters (98.43 feet)
Minimum Front Yard Setback:	6.00 meters (19.69 feet)
Minimum Side Yard Setback:	2.00 metres (6.56 feet)
Minimum Rear Yard Setback:	6.00 metres (19.69 feet)
Maximum Area of Site to be developed	Not to exceed 40% of site
Maximum Accessory Building Floor Area	11.15 sq. metres (120 sq. ft.) Maximum two structures per unit
Maximum Accessory Building Height	2.60 metres (8.53 feet)

- (b) All accessory structures added to a lot shall be of new construction.
- (c) The architecture, construction materials and appearance of buildings shall compliment the natural features and character of the site.
- (d) Basements are not permitted.

(4) Dwelling Density

- (a) Not more than one recreation vehicle is permitted per unit
- (b) Occupancy is not to exceed 90 consecutive or 200 total days per year.

(5) Parking and Storage

- (a) Each lot shall accommodate the parking of at least two passenger vehicles on-site.
- (b) No snowmobiles, motorcycles, or all-terrain vehicles of any type on or within the Common Property either self propelled or on a vehicle or a trailer.

(6) Landscaping

- (a) Each lot shall be landscaped with proper vegetation and/or tree retention for appearance purposes.
- (b) Fences on the units shall not exceed 1.8 m (5.9 4 6 ft) in height, unless for security reason a higher fence is necessary.

(7) Keeping of Animal

- (a) The keeping of animals is limited to domestic pets. Not more than two dogs, cats or birds shall be allowed per unit.

(8) Overall Residential Lot Density and Re-Subdivision

- (a) A total of 200 RV lots shall be permitted in this District.
- (b) No RV lot may be re-subdivided to create a larger number of Recreational Vehicle lots.

(9) Delegation of Development Authority

- (a) Lac Ste. Anne County Council delegates the approving authority for all residential development and uses related to a residential development as described in Subsection (2) above to the Development Officer. All other development and uses shall be determined by the Municipal Planning Commission.
- (b) Development decisions and stop orders are eligible for appeal to the Subdivision and Development Appeal Board pursuant to Sections 685 and 645 of the Municipal Government Act, respectively.

(10) Services

- (a) Waste water will be transported to the nearest county lagoon
- (b) All units will be serviced with seasonal water
- (c) Each unit shall be supplied with a 50 amp power service

SCHEDULE "C"

C

C

C

C



Lake Arnault

Area Structure Plan

NW-31-54-5-W5

Lac Ste. Anne County

April 2, 2011
File #9450100

Contents

1	Background information	1
1.1	Introduction	1
1.2	Purpose.....	1
1.3	Plan Area and Location	1
1.4	Ownership.....	4
2	Policy Context	4
2.1	Municipal Development Plan	4
2.2	Land Use Bylaw	4
3	Site Features	5
3.1	Site Description.....	5
3.2	Adjacent Land Use.....	5
3.3	Historical Resources Impact Assessment.....	8
3.4	Biophysical Assessment	8
3.5	Wetland Impact Assessment	9
3.6	Environmental Site Assessment	9
3.7	Resource Extraction.....	9
3.8	Geotechnical Assessment	9
3.9	Floodplain Analysis	11
4	Development Concept	11
4.1	Site Usage	12
4.2	Environmental Reserve.....	14
4.3	Municipal Reserve	14
5	Condominium Resort	14
5.1	Condominium Plan.....	14
5.2	Condominium Bylaws	14
5.3	Condominium Facilities	15
5.4	Visitor Parking	15
5.5	Guest Camping	15
5.6	Common property	15
5.7	Commercial Recreation District (CREC).....	19

5.7.1	Permitted uses	19
5.7.2	Discretionary uses	19
5.7.3	Permitted unit area and density	19
5.7.4	Setback from property lines	19
5.7.5	Development on Unit	19
5.7.6	Design, Character and Appearance of Buildings	19
5.7.7	Restrictions as per Units	20
6	Infrastructure	20
6.1	Transportation	20
6.2	Internal Road	20
6.3	Waste Water	22
6.4	Water Servicing.....	22
6.5	Stormwater Management.....	25
6.6	Solid Waste	27
6.7	Shallow Utilities.....	27
6.8	Onsite Fire Protection	27
6.9	Community Services	27
7	Public Input	28
8	Implementation and Amendment.....	28
8.1	Development Sequence	28
8.2	Approval Process	28

List of Figures

Figure 1: Location and Plan Area	3
Figure 2: Air Photograph	6
Figure 3: Topography	7
Figure 4: On-site constraints to Development	4
Figure 5: Development Concept	13
Figure 6: Lake House Floor Plan and Elevation	17
Figure 7: Shower House Floor Plan and Elevation	18
Figure 8: Proposed Internal Road Cross Section	21
Figure 9: Water Servicing	23
Figure 10: Stormwater Management	26
Figure 11: Proposed Staging	29

Appendix

Appendix A: Historical Resources Act Clearance	30
Appendix B: Condominium Bylaws dated July 23, 2010	32

1 Background information

1.1 Introduction

In response to the demand for recreational development that is readily accessible to Edmonton and other urban municipalities in the greater Capital region, the proponent of the Lake Arnault Area Structure Plan (ASP) is proposing to develop a Recreational Vehicle (RV) Resort. The Resort will provide to its owners a lake front and eco-friendly recreational development for part time use. The resort is approximately an hour west of Edmonton on the north eastern shore of Lake Arnault in Lac Ste. Anne County.

Lake Arnault RV Resort will consist of two hundred individually owned units for recreational vehicle camping within a bare land condominium on approximately 59 ha (146 acres) parcel. The resort is intended as a recreational use property and not for continuous occupancy. The treed natural setting of this property, and the approximately 800 m (half mile) of shoreline along the titled area, make it ideally suited for recreational purposes along with its close proximity to urban centers. This style of land ownership will allow for simplified maintenance, common facilities and site security for the owners. Communal servicing opportunities will also become cost effective for this number of camping units.

1.2 Purpose

The Lake Arnault Area Structure Plan provides an overview of the land use concept and describes the subject area, services, transportation and servicing requirements need to support the development. The development will be situated totally on one quarter section. The Plan will describe how the condo bylaws will define land use, setbacks, density, usage, and enforce the concept of an “eco friendly” development.

1.3 Plan Area and Location

The plan area is adjacent to the north eastern shore of Lake Arnault. This lake is north of Lake Isle and west of Lac Ste. Anne which are lakes with significant development on their shores in the form of summer villages and subdivisions. These large lakes are conducive for motorized boats due to their size and depth. Lake Arnault is approximately 87 ha and 800m (0.5 mile) square. Its depth and small size does not allow for motorized boat traffic. There is also a lack of developed legal access to the lake shore for public use and boat launching.

The attraction of the Lake Arnault is that development can occur on the lakeshore so as to provide owners of the condo an aesthetic and peaceful environment to escape from urban life within an hour from home. The isolation of the lake from legal access and other developments will provide an environment that the larger lakes in the County cannot provide. Quiet – no motorized boat traffic, no off highway vehicles within the resort, walking trails, dark sky lighting, canoeing or kayaking without being intrusive to your neighbours. The visual beauty of the lake with an untouched shoreline, bird and wildlife watching, solitude – these are amenities that will fulfill the need of owners who need to escape from the urban pace of life. This is a benefit to the County as it provides

an alternative and affordable form of recreational development and provide scenic rural living, albeit on a part time basis, for residents from within the County and outside of its boundaries. The lake itself, will not be detrimentally affected as storm water management is to be in place along with no on site sewer discharge.

Legal access to the Arnault Lake RV Resort site is west from Darwell on Highway 633 to Range Road 55. then approximately 7.6 km north on Range Road 55 and then west on Township Road 550 via an undeveloped road allowance which will be improved by the developer. The site is approximately one hour west from the City of Edmonton. Figure 1 depicts the *Location and Plan Area* of the Lake Arnault RV Resort.



Project Area

FIGURE 1 LOCATION & PLAN AREA

LAKE ARNAULT
AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
945010cb7.dgn



1.4 Ownership

This Area Structure Plan has been prepared on behalf of 1365362 Alberta Ltd., the registered owner of the titled area. The parcel is currently registered with an area of 59.8 ha (147.8 acres) based upon the bed and shore survey from 1909. This area will be reduced by approximately 0.9 ha when the bed and shore survey from June 2009 is accepted by the provincial government and registered. The new title will be in the order of 59 ha (146 acres).

2 Policy Context

2.1 Municipal Development Plan

The proposed development is consistent with the Lac Ste. Anne County Municipal Development Plan Bylaw 17-2008 9.

Under Part Two: Development Strategy Section 2.5 Lake Area Development is consistent with the Municipal Development Plan for ensuring the long term viability of the Lake Arnault via the request for the submission of an area structure plan. As there is development staging, an outline plan format cannot be utilized.

Compliance with the plan under Part Three: Lane Use Policies Sections 3.12, 3.13, 3.15 and 3.17 ensures that lake area development is planned, natural environment is considered in the planning, Historic Resources are protected if present and servicing is completed in a satisfactory manner to the municipality.

Part Four: Development Policies are complied with under Section 4.2 subdivision of land. Compliance with Part Five: Reserves Section 5.4 with met with the dedication of a 30.5 environmental reserve (ER) adjacent to the surveyed bed and shore of Lake Arnault.

An amendment to the Municipal Development Plan Bylaw was approved at the November 4, 2009 Lac Ste. Anne Council meeting which restricts confined feeding operations within one mile of Lake Arnault. Thus the Area Structure Plan is now compliant with Part Seven: Confined Feeding Operations.

2.2 Land Use Bylaw

The proposed development is compliant with Lac Ste. Anne County Land Use Bylaw No. 16-08. The land is currently zoned Agriculture (AG-A) and an amendment to Commercial Recreation (CREC) district is in process. Third reading is outstanding. A subdivision application will also have to accepted by the County.

3 Site Features

3.1 Site Description

The subject land is presently undeveloped except for a small shed and cabin adjacent to the lake shore. Trails have been brushed and mulched throughout the property and are coincident with the proposed internal condominium road system. Mature aspen-dominated forests are in the upland areas and mixed wood forests are in the low-lying areas. Figure 2 depicts *Air Photography* for the plan area. The date of the photograph is July 2007.

The land has undulating topography but generally surface drainage is in the north to south direction; however it is dependent upon local highs and lows. An examination of the existing ground contours indicated the maximum relief across the site is approximately 15.5 meters. Figure 3 indicates the *Topography* of the plan area. Four wetlands have been identified on the titled area. The locations of the wetlands within the plan area are shown on Figure 4. The current bed and shore was surveyed by Lawrence M. Pals, A.L.S. on June 5, 2009 and the lake shore has encroached on the titled area reduced the developable area by 0.9 from the original titled area. This area is to be verified by the provincial government.

Lake Arnault is approximately 87 ha (215 acres) and 800m (0.5 mile) square. The lake is fed by two ephemeral inlets, one along the western boundary of the subject property and the second south east of the property. This isolated lake is shallow with a mean depth of 0.9m (3 feet) and a maximum depth of 2.4 m (8 feet). Thus the depth of the lake is not conducive for motorized boat recreational uses. There has been no developed access on government road allowances to the shore thus utilization of this shallow lake for public recreational purposes has been minimal. Lake Arnault is conducive to nonmotorized boat use such as kayaks and canoes which will result in an environment that will be conducive for wildlife watching and for a quiet environment for the residents of the adjacent development and existing landowners in the vicinity.

3.2 Adjacent Land Use

The quarter section due west of the subject site has cleared land for agricultural use and there is a residence on the west side of the quarter section. Our proposed development will not have any road connectivity with this residence thus there will be no additional traffic adjacent to the residence. The two quarter sections to the north and to the east are undeveloped. The northwest quarter section belonging to the province will not be affected as the road will not be improved to that quarter section. The construction of a road from the east to our site will provide an improved road access to the landowners east and northeast of our parcel. This will allow for development to occur on their lands if desired as there is now road access to these undeveloped parcels. A major snowmobile trail is sited on the undeveloped Township Road bordering the north boundary of the site.

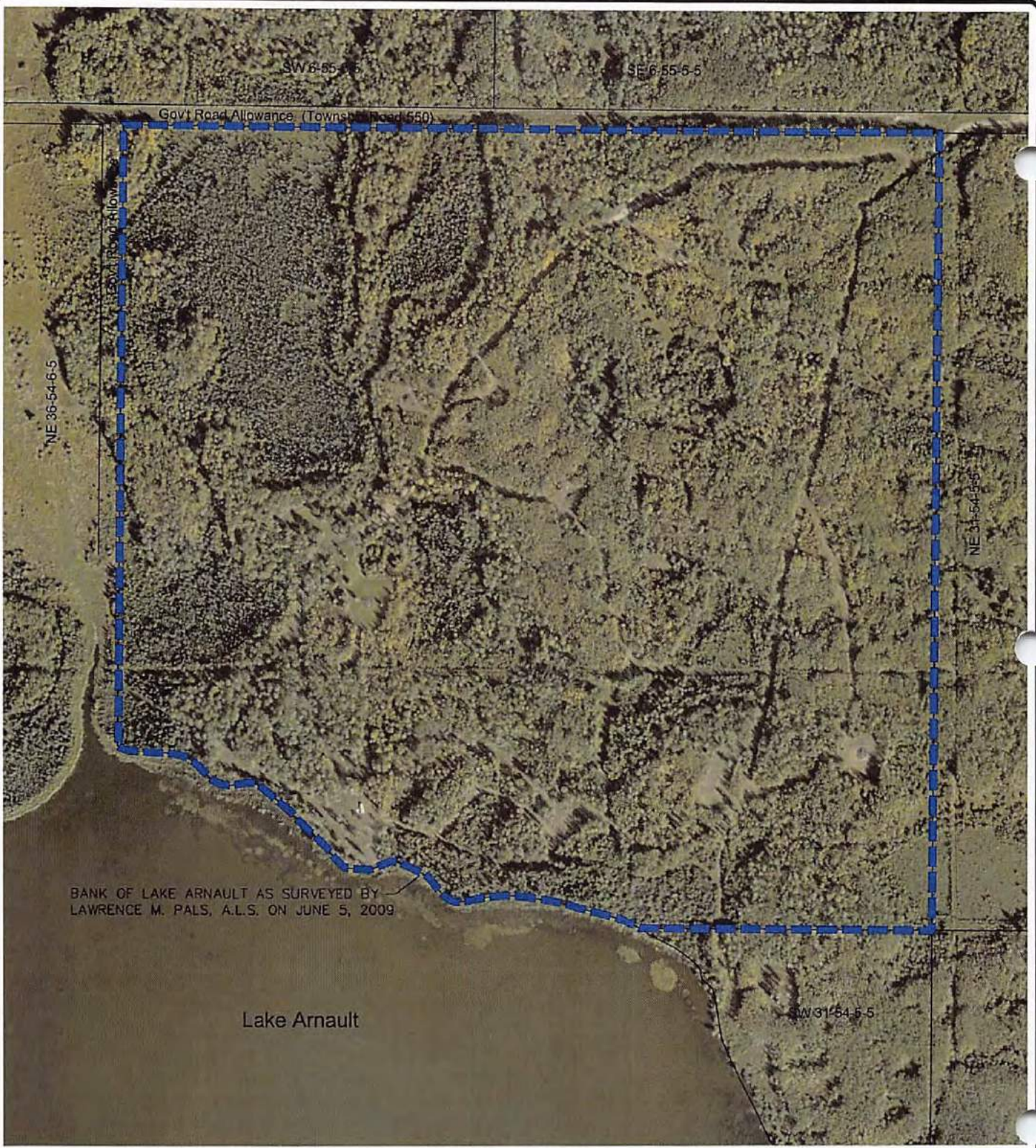


Photo Date : July 2007

— — — Plan Boundary

FIGURE 2
AIR PHOTOGRAPH
LAKE ARNAULT
AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
9450100b7.dgn



SW 6-55-5-5

SE 6-55-5-5

Gov't Road Allowance (Township Road 550)

NE 36-54-5-5

NE 31-54-5-5

BANK OF LAKE ARNAULT AS SURVEYED BY
LAWRENCE M. PALS, A.L.S. ON JUNE 5, 2009

Lake Arnault

SW 31-54-5-5

— Plan Boundary

FIGURE 3 TOPOGRAPHY

LAKE ARNAULT AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
5450100b7.dgn



3.3 Historical Resources Impact Assessment

Historic Resources Act Clearance letter from Government of Alberta Historic Resources Management was received March 10, 2010. A Historic Resources Impact Assessment is not required thus development on the site is allowed under this provincial act. See *Appendix A* for copy of the clearance letter.

3.4 Biophysical Assessment

EcoMark Ltd. was retained by the landowner to conduct a biophysical assessment on the subject property. The biophysical assessment was conducted at the site on October 8 and 9, 2008. The report states that the mature aspen-dominated forest and Lake Arnault will likely be more impacted by the development versus the mature, mixed wood forests in the low lying areas. Recommendations are made to minimize disruption to this high quality habitat for wildlife.

It is of note that the lake is a naturally fishless lake as it is isolated from a regional river system. There are no migration routes for fish and the lake would have both summer and winter kill due to the lack of dissolved oxygen as a result of the shallow nature of the water body.

The report recommends the following mitigation measures to protect the lake and forested areas during construction and operational phases of development:

- Provide a 30.0m environmental buffer for the bed and shore
- Avoid clearing of vegetation during spring bird nesting seasons.
- Avoid removal of wildlife trees and trees with large stick nests.
- Develop a sediment and erosion control plan.
- Plant native vegetation along ditches and other common areas where possible.
- Avoid using pesticides.
- Designate trails throughout the resort and encourage users to stay on the trails.
- Ensure refuelling, storage, and equipment maintenance areas are at least 100 meters from the lake.
- Place fences and signage to prevent construction equipment from accessing the proposed environmental reserve area and lake

Recommendations of the biophysical will be upheld through good engineering practices during both the design and construction of the development including the storm water management plan. The condominium bylaws will enforce the location of the refuelling, storage and equipment maintenance area setback from the lake, the mechanical removal of weeds thru mowing in the common area and the ban of utilizing pesticides within the development.

The **Biophysical Assessment** report prepared by Alicia Hamm-Tropak, P.Biol. from EcoMark Ltd. dated January 27, 2009 will be submitted to Lac Ste. Anne County under separate cover.

3.5 Wetland Impact Assessment

A **Wetland Impact Assessment** Report was prepared by Mark Polet, P.Biol. from Klohn Crippen Berger dated April 20, 2010. This report will be submitted to the County under separate cover. Wetlands were identified and classified on the site as shown on Figure 4 *Onsite Constraints to Development*. The wetland in the southeast corner and along the west boundary will not be affected by the proposed development. The north and central wetland will be affected in part by the development. Areas directly affected will have to have compensation to an accredited/recognized wetland conservation and restoration organization. As a naturalized wetland is being proposed on site this may fulfill the requirements for compensation. This will be negotiated at the time of the storm water management application with Alberta Environment.

3.6 Environmental Site Assessment

Based on the information from the Phase I Environmental Site Assessment completed by A.D. Williams Engineering Inc., there is no evidence of contamination within the subject lands. There is also no evidence to suggest any potential for cross-border contamination from adjacent properties that could contaminate the subject property. A Phase II environmental site assessment is not warranted.

The **Phase I Environmental Site Assessment** report prepared by Mr. Amie Chaotakoongite from A.D. Williams Engineering Inc., dated March 2008, will be submitted to Lac Ste. Anne County under separate cover.

3.7 Resource Extraction

A land development package dated January 21, 2010 was received from the Energy Resources Conservation Board. A review of the package indicates that there are no restrictions to development on the site from gas and oil related activities on or in the vicinity of the subject parcel.

3.8 Geotechnical Assessment

A **Geotechnical Assessment Report** was prepared by Ramon Facundo, P.Eng. from A.D. Williams Engineering Inc. dated April 2008 for the site. The subsurface conditions of the titled area are favourable for the proposed development. There were no areas of high water table delineated as all boreholes were dry. Foundation requirements were recommended for the common buildings. No excavated topsoil or organic material will be utilized as engineering fill however it may be utilized for landscaping. Pipe bedding and road sub-strait recommendations were provided based upon the borehole test results. The report will be submitted under separate cover to the County.

SW 6-55-5-5

SE 6-55-5-5

Gov't Road Allowance (Township Road 550)

Gov't Road Allowance

NE 36-54-6-5

NE 31-54-5-5

BANK OF LAKE ARNAULT AS SURVEYED BY
LAWRENCE M. PALS, A.L.S. ON JUNE 5, 2009

Lake Arnault

SW 31-54-5-5

-  Plan Boundary
-  Floodplain (1:100)
-  Wetlands

FIGURE 4 ONSITE DEVELOPMENT CONSTRAINTS

LAKE ARNAULT AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
9450100b7.dgn



3.9 Floodplain Analysis

As per AREA Consulting Inc., the Lake Arnault drainage basin is approximately 880 ha. In a major storm event it is calculated that the lake level will have an increase of 0.65 in the water level. The water elevation will then be approximately 760.1. Thus the minimum pad elevation will be set at 761.4m. Figure 4 *Onsite Constraints to Development* indicates the extent of the 1:100 floodplain of Lake Arnault. The floodplain is contained within the proposed environmental reserve lot. The **Stormwater Management Design Report** prepared by Ali Shmoury, P.Eng. dated November 2009 will be submitted to Lac Ste. Anne County under separate cover.

4 Development Concept

Figure 5 depicts the *Development Concept* for the Lake Arnault RV Resort. The proposed bareland condominium with two hundred units is to be developed and maintained as an "eco friendly" resort with as little disruption to the natural setting as is possible with this use. The natural environment and Lake Arnault are the features of this development. No motorized boating or motorized off road vehicles will be permitted on the site or accessing the lake thru the environment reserve from within the development as per the condominium corporation bylaws.

The condominium corporation thru their bylaws will enforce the amount of tree clearing allowed on the unit, the style of lighting on the unit and encourage improvements to the units to be constructed utilizing natural materials such as wood, stone and brick. Dark sky lighting will be utilized throughout the development to minimize light pollution in the common property. Owners within this development are looking for a rural style of development that is not currently available on the larger lakes in the vicinity and it is the intent that this development will meet and exceed all expectations of its unit owners. The condominium bylaws are in Appendix B of this plan.

4.1 Site Usage

The site is designated to be allocated as shown in the table below: The resort will be seasonal use only for provision of full services. In winter, water and septic will not be available and all unit owners are to have self contained facilities that will be filled and discharged off site. Road clearing within the site during the winter season will be a decision of the condominium corporation. The condominium association will not allow postal mail delivery or school bus service onto the site.

Unit owners will be allowed to landscape, fence, construct decks, railings and a maximum of two storage sheds per unit. Sun rooms, build fire pits with concrete bases all at the approval of the Board.

Designated site usage	Percentage of total site	Area
Municipal Reserve	5%	3 ha
Environmental Reserve	21%	12 ha
Common Areas (excluding roads)	39%	24 ha
Common Areas (Internal Roads)	9%	5 ha
Condominium units	26%	15 ha
Total	100%	59 ha

Table 1: Designated site usage

SW 6-55-5-5

SE 6-55-5-5

Gov't Road Allowance (Township Road 550)

Gov't Road Allowance

E.R.
12.43 Ha

M.R.
3.33 Ha

Common Property
4.50 Ha

Common Property
5.29 Ha

Manager's Suite
Shower House

Visitor Camping

NE 36-54-6-5

NE 31-54-5-5

Common Property
2.29 Ha

Common Property
4.15 Ha

Common Property
0.77 Ha

Common Property
5.49 Ha

BANK OF LAKE ARNAULT AS SURVEYED BY
LAWRENCE M. PALS, A.L.S. ON JUNE 5, 2009

Lake Arnault

SW 31-54-5-5






-  Plan Boundary
-  Access Points for Environmental Reserve
-  Waste Collection Site
-  Parking
-  Playing Field with Tot Lot

FIGURE 5 DEVELOPMENT CONCEPT

LAKE ARNAULT AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
9450100b7.dgn



4.2 Environmental Reserve

As per the Municipal Development Plan and the recommendations of the biologist in the Biophysical Assessment, a 30.5 m wide environmental reserve (ER) is proposed from the bed and shore surveyed in June 2009. The location of the bed and shore is to be confirmed between Sustainable Resources Division (SRD) and the legal land surveyor. The floodplain of Lake Arnault is contained within the ER and defines the maximum extent of the ER above and beyond the 30.5 m minimum recommended width where required. One of the four identified wetlands is wholly contained within the ER on the west boundary of the property.

No improvements in the environmental reserve or on the shoreline are proposed. Residents will walk thru the ER to access the lake shore. Figure 5 indicates the main access points to the ER which will be on signed and designated pathways. No vehicular access will be permitted to the lakeshore. Over 20% of the site is proposed to be dedicated as environmental reserve in order to preserve the maximum amount of land in its natural state.

4.3 Municipal Reserve

The majority of municipal reserve (MR) owing will be given as land. The MR will be located in the northwest corner of the parcel. The MR parcel is to be dedicated in one contiguous block with a 10.0 wide strip of MR adjacent to Township Road 550. Public access to the MR will be from Township Road 550 on the north or thru the ER parcel on the west. Any additional MR owing will be given as cash in lieu.

The municipal reserve is to be left in its natural state. The MR parcel is east of the existing ephemeral drainage on the adjacent quarter section. Trails can be brushed thru the MR parcel if the County indicates that it would be desirable.

5 Condominium Resort

5.1 Condominium Plan

It is the developer's intent that this be a gated resort with access limited to owners and their guests. The units of this resort will have a minimum of 30 meters of common area or buffer between the unit and the boundary of the external property lines. Within the subject lands, more than 50% of the total area will be designated for reserves and common area. There are no public spaces or services considered within the development other than a municipal reserve for the general public. All open spaces, trails and recreation facilities will be within the condominium common area and will be maintained by the condominium association.

5.2 Condominium Bylaws

This condominium corporation will be operated under the Bylaws in *Appendix B*, rather than by the standard Condominium Act Bylaws. Considerable effort has gone into

drafting these replacement bylaws and the developer believes that the intended purchasers will find the terms of the bylaws to be consistent with the intent of the development being "eco friendly".

5.3 Condominium Facilities

Owners will have use of all land designated as common property except for such restrictions as may be imposed by the condominium association for safety reasons. Common facilities include a building referred to as the Lake House (a building styled as a community centre) overlooking the lake and the Shower House. These two buildings will be the only permanent buildings on the site. The Lake House will be 167.2 sq.m (1800 ft²) of open space with no services other than power. The Shower House will consist of three sections, a women's and men's side each with 3 showers, toilets and sinks and common area with a washer and dryer. All sections will offer handicap accessibility. Power, water, sani-dump station and a sanitary cistern will be provided to or located at the Shower House.

Figures 6 and 7 illustrate the floor plans and elevations of both the Lake House and the Shower House respectively. The proposed development plan indicates the proposed locations of these two common amenity buildings. The Lake House is located on common property overlooking the north shore of Lake Arnault. The Shower House is located on the west edge of the development at the confluence of two local roads which is also in close proximity to the visitor camping site.

5.4 Visitor Parking

Visitor parking will be located adjacent to both the Lake House and Shower House. There will be a minimum of ten parking stalls at each building.

Each unit will be required to provide a minimum of two parking spaces on site which can also be utilized as guest parking.

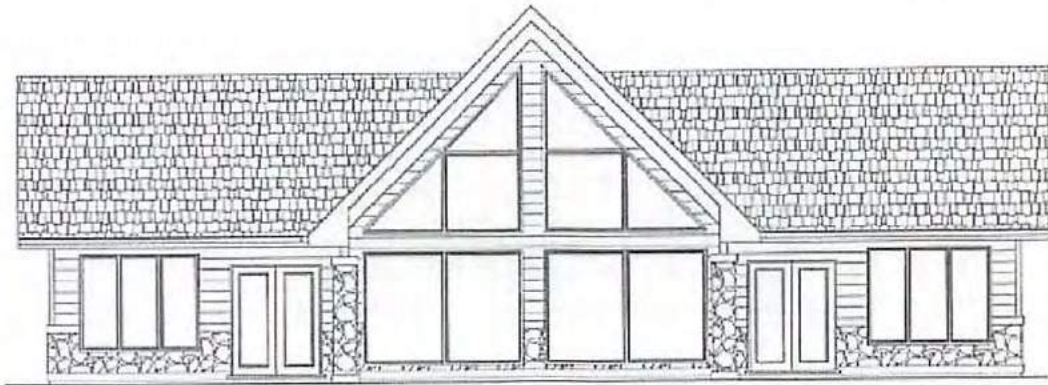
5.5 Guest Camping

As second recreational vehicles are not allowed on the unit, a separate guest camping area with approximately ten sites will be provided in the north portion of the development. Power will be provided to these sites only. A sani-dump station will be provided at the Shower House along with a connection for filling water tanks for users of the guest camping site.

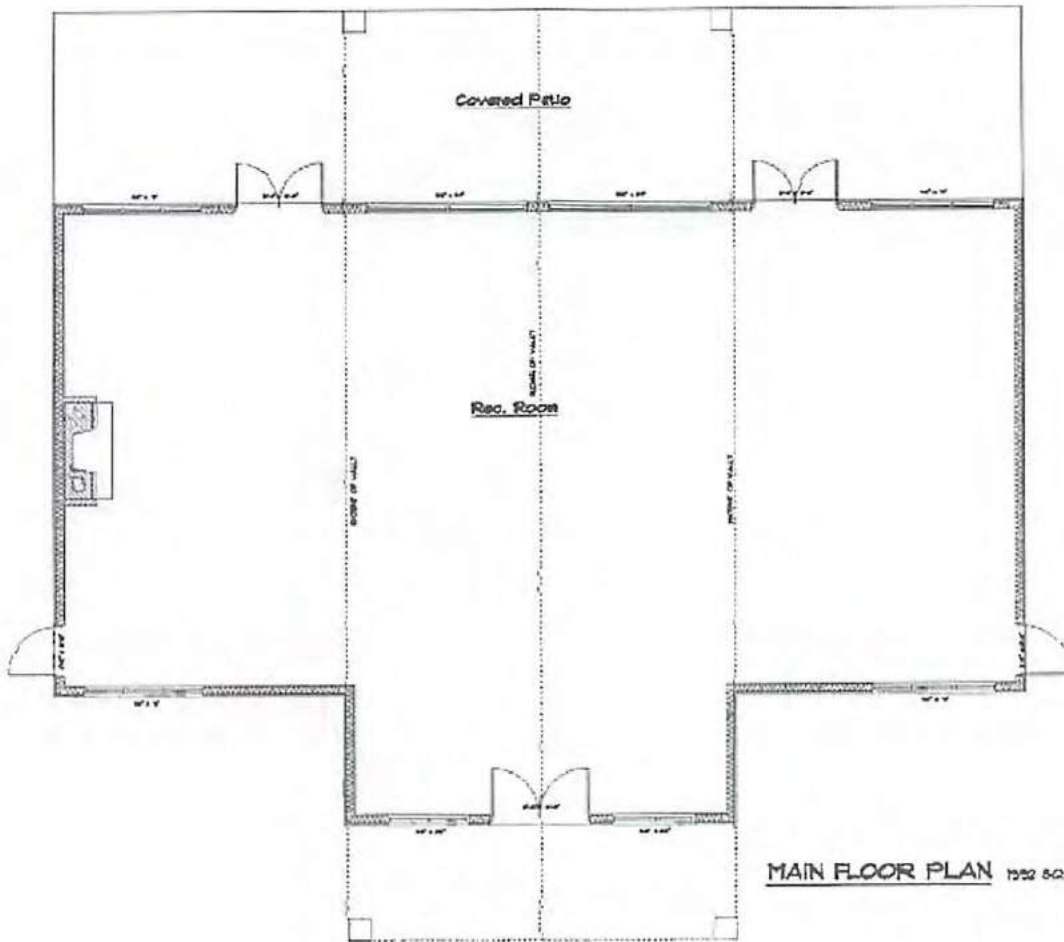
5.6 Common property

The walking trails throughout the common area will be groomed and chipped so as to create easy walking access to open spaces and common facilities as well as an opportunity to enjoy the natural surroundings including views and access to Lake Arnault.

The common property will include the two common property buildings with a minimum of ten parking stalls at each, the visitor campground, storm water management facilities, the communal well and storage tank and areas for storage including equipment and refuelling areas. The refuelling area, storage and equipment maintenance area will be a minimum of two hundred metres from Lake Arnault. There will also be a playground and playing field cleared in the south half of the common property in the west half of the site as shown on the development concept figure. Adjacent to the shower house will be a caretaker site.



FRONT ELEVATION



MAIN FLOOR PLAN 1922 502FT.

**FIGURE 6
LAKE HOUSE FLOOR PLAN
AND ELEVATION**

**LAKE ARNAULT
AREA STRUCTURE PLAN**

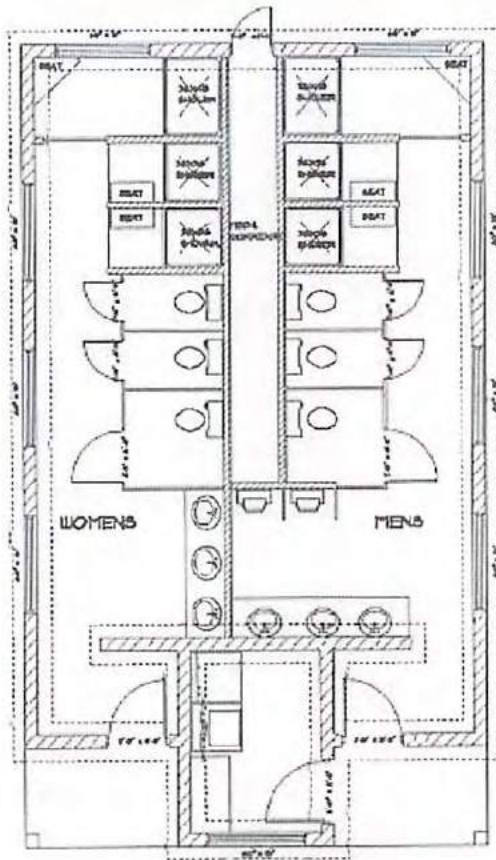
NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale NTS
August 24, 2010
9450100b7.dgn





FRONT ELEVATION



MAIN FLOOR PLAN 904 SQ.FT.

FIGURE 1
SHOWER HOUSE FLOOR PLAN
AND ELEVATION

LAKE ARNAULT
 AREA STRUCTURE PLAN

NW 31-54-5-5
 LAC STE. ANNE COUNTY

Scale NTS
 August 24, 2010
 9450100b7.dgn



5.7 Commercial Recreation District (CREC)

The general purpose of the commercial recreation district is to permit the development of a recreation vehicle park for leisure time use and non-continuous occupancy registered by a condominium plan.

5.7.1 Permitted uses

- Condominium-style recreational vehicle park
- Shower house
- Lake house
- Park or playground
- Caretaker residence
- Accessory Structures under 11.15 square metres
- Park Model with maximum size of 56 square metres

5.7.2 Discretionary uses

- Accessory uses and buildings
- Public utility building to serve this district

5.7.3 Permitted unit area and density

- The maximum number of units which may be created is 200.
- The maximum unit area is 1,400 sq. m (15,000 ft²)
- The minimum unit area is 325 sq. m (3,500 ft²)

5.7.4 Setback from property lines

development setback from adjacent property lines is 30.0m (328 feet)

5.7.5 Development on Unit

- minimum side yard is 2.0m (6.6 feet)
minimum setback from front yard setback is 6.0m (19.7 feet)
- minimum rear yard setback is 6.0m (19.7 feet)

5.7.6 Design, Character and Appearance of Buildings

- All accessory structures added to a lot shall be of new construction with a maximum size of 9.29 sq. m (100 sq. feet) with a maximum of two structures allowed per unit

- The architecture, construction materials and appearance of buildings shall complement the natural features and character of the site.
- Basements are not permitted in this district.

5.7.7 Restrictions as per Units

- Not more than one recreational vehicle is permitted per unit.
- Occupancy is not to exceed 90 consecutive or 200 total days per year.

6 Infrastructure

6.1 Transportation

Access to the resort will be from Township Road 550 where it intersects Range Road 55. This government road allowance is currently undeveloped and will be constructed 2.0m wider than municipal standards to the resort access so as to provide for an additional safety factor in the case of an emergency. This is as per the recommendations in the letter from Scheffer Andrew Ltd. dated August 24, 2010 to the Planning and Development Manager of the County. The construction of the approximately 400 m of road will be paid for by the developer. The majority of traffic is then expected to travel south on Range Road 55 to Highway 633.

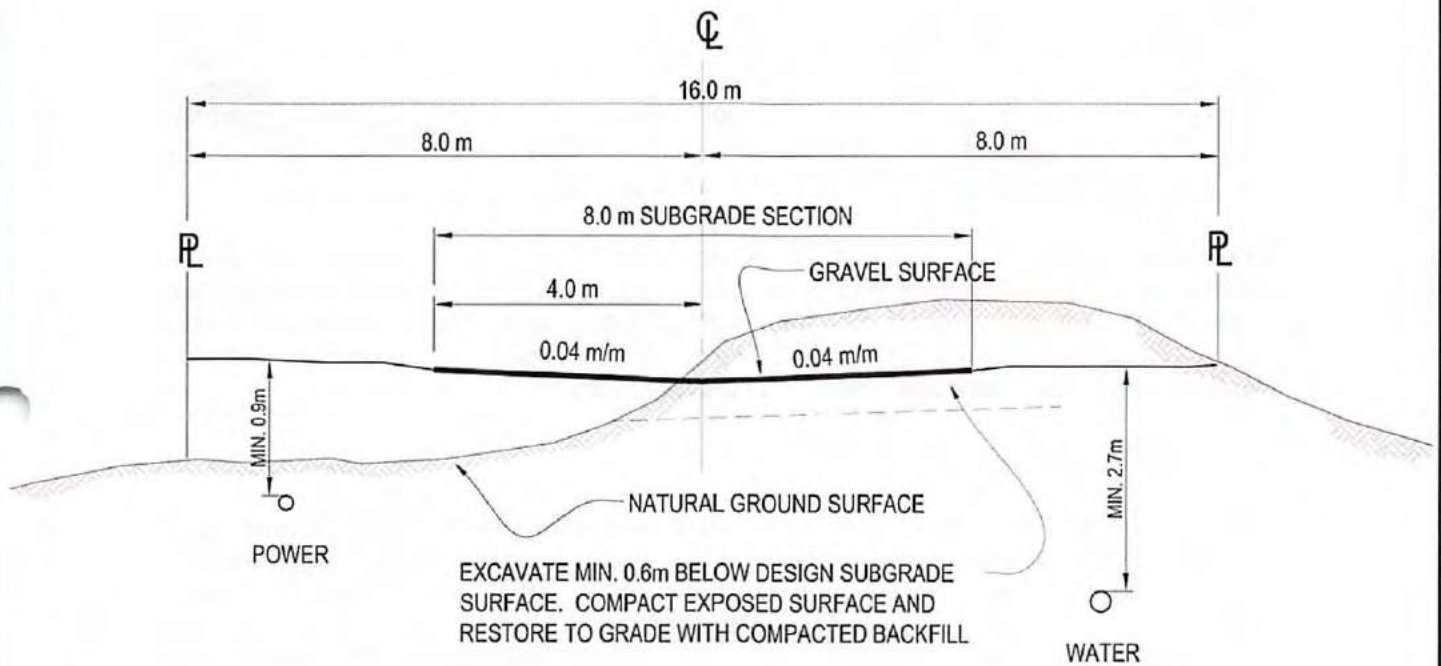
Alberta Transportation has reviewed the Traffic Impact Assessment Report and has requested a Type 1A intersection on the north side of the Highway 633 Range Road 55 intersection. The developer will construct this improvement as requested.

The *Traffic Impact Assessment Report* prepared by Ali Shmoury, P.Eng from AREA Consulting Inc. dated July 21, 2008 will be submitted to Lac Ste. Anne County under separate cover.

6.2 Internal Road

The proposed cross section of the road is of a V-shape with the low point down the centre line of the 8.0m wide gravel surface. The internal road will be gravelled as will be the driveways onto the units to facilitate drainage. There will be no curbs or sidewalks. Utilities will be adjacent to the gravelled section with underground power on one side and the water line on the other. This will all be within the common property (road). Figure 8 depicts the *Proposed Internal Road Cross Section*.

An emergency access will be provided at the northeast corner of the site accessing onto the Township Road at the top of the northeast cul-de-sac. Emergency bollards will be placed at the egress point so that all non-emergency traffic is directed thru the security gates on the main access road.



STANDARD CROSS-SECTION FOR 8 m LANE (REVERSE CROWN)

NOT TO SCALE

**FIGURE 8
ROAD CROSS SECTION**

LAKE ARNAULT
AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale NTS
August 24, 2010
9450100b7.dgn



6.3 Waste Water

Waste water will be collected from individual holding tanks for each condo unit which will be a minimum of 1000 gallons in size via a vacuum pump truck and transported to the nearest County lagoon. All tanks and transportation equipment will comply with Alberta Environment, Safety Codes and Lac Ste. Anne County standards. Vacuum pumpout from individual systems is the preferred method of disposal of waste water as failure of a low pressure sanitary system would allow effluent to discharge untreated into the lake. As per the Alberta Private Sewage Systems Standard of Practice 2009, a soil based treatment system is not allowed within 90m from the shore of a lake. Thus, a centralized collection point would be required for a low pressure sanitary system and the effluent would be transported via vacuum truck to an offsite treatment facility.

The condominium corporation will coordinate the pump out of unit cisterns on an as-needed basis. This will minimize the number of vacuum trucks accessing the development and leaving with partial loads. The **Water Distribution and Sanitary Collection** letter report prepared by sameng inc. dated March 23, 201 detailing the sanitary collection system will be submitted under separate cover to the County.

6.4 Water Servicing

Water will be provided through a common well system with an uninsulated 73 cubic metre (16,000 gallon) storage tank. Distribution will be thru pressurized small diameter polyethylene pipelines servicing each individual unit and the "Shower House" common building. The pressure provided by the system will be suitable for typical everyday usage so that the RV units will not be required to provide additional pressure. Each lot will have their own service and water shutoff valve however these risers will not be winterized. The water lines will be installed in deep trenching so that traffic will not damage the lines Figure 9 depicts *Water Servicing* within the site.

The **Water Distribution and Sanitary Collection** letter report prepared by sameng inc. dated March 23, 201 detailing the water distribution system calculations will be submitted under separate cover to the County.

The **Phase 1 Groundwater Potential Study for a Proposed 200-Lot RV Development** by Steve Foley, P.Geol from Water Line Resources Inc., dated March 16, 2009 will be submitted under separate cover to the County.

Water Line Resources Inc. concludes in their report that it is highly likely that the required seasonal groundwater allocation can be developed from the aquifers underlying the proposed development site. The engineer states that it is unlikely that the groundwater diversion, as required by the proposed development, will have an unreasonable impact on existing users in the aquifer as this is a seasonal use only.

As this is a commercial license, a source well will have to be drilled on-site and groundwater exploration and a testing program satisfactory to the provincial regulatory authorities will be required in support of a groundwater diversion license application prior to active operation of the facility. This license will be held by the condominium association. Local health authorities will be involved as well with respect to water quality. The source well will be drilled at the time of project construction and will be located adjacent to the storage tank.

SW 6-55-5-5

SE 6-55-5-5

Gov't Road Allowance (Township Road 550)

EXACT WATERWELL LOCATION WILL BE DETERMINED BY HYDRO-GEOLOGICAL ENGINEER

WATER TANK, PUMP AND AIR RELEASE VALVE DRAWING TO BE COMPLETED BY OTHERS AT DETAILED DESIGN

Gov't Road Allowance

NE 31-54-5-5

NE 36-54-6-5

Manager's Suite

Shower House

Lake House

Lake Arnault

SW 31-54-5-5

-  Plan Boundary
-  75mm Waterline
-  50mm Waterline
-  Blow Off Valve
-  Shutoff Valve

FIGURE 9
WATER SERVICING
 LAKE ARNAULT
 AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
9450100b7.dgn

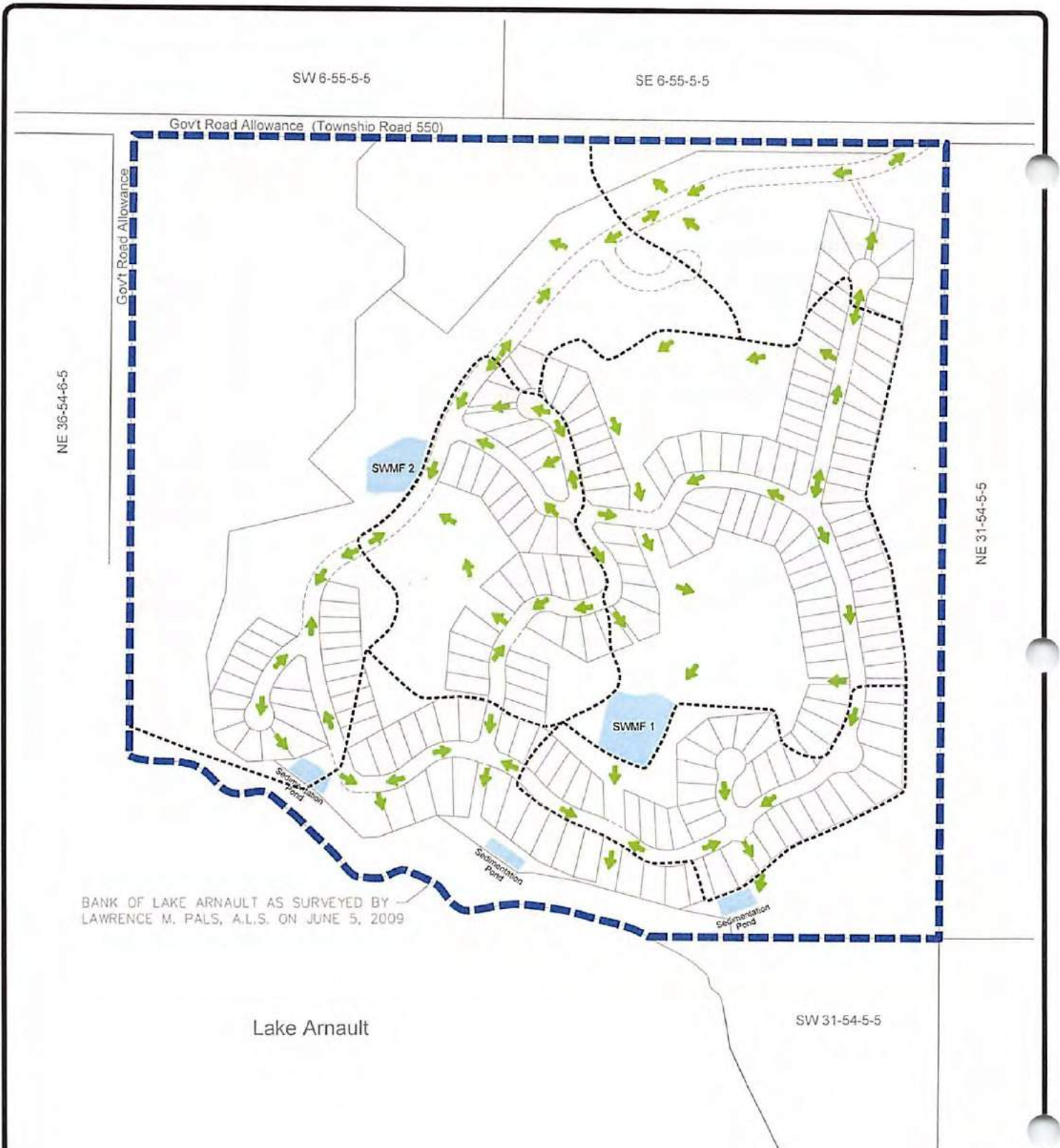


6.5 Stormwater Management

The site is within two storm water basins. The westerly half of the site flows west and along the north south property line into Lake Arnault and the second half flows directly south into the lake. The site has been divided into several sub-drainage basins which for the purpose of storm water management will utilize natural wetlands, ditches, sedimentation basins and storm water management facilities to control the above-ground flow of water into Arnault Lake.

All storm water management facilities will be constructed by the developer to the standards set by the county and meet or exceed all Alberta Environment standards. Figure 10 depicts *Stormwater Management* within the development site. The facilities will be sited on common property and the maintenance of the facilities will be the responsibility of the condominium corporation.

The *Stormwater Management Design Report* prepared by Ali Shmoury, P.Eng from AREA Consulting Inc. dated November 2009 will be submitted under separate cover.



BANK OF LAKE ARNAULT AS SURVEYED BY LAWRENCE M. PALS, A.L.S. ON JUNE 5, 2009

Lake Arnault

SW 31-54-5-5

- Plan Boundary
- Drainage Boundaries
- Major Overland Flow

FIGURE 10
STORMWATER MANAGEMENT
 LAKE ARNAULT
 AREA STRUCTURE PLAN

NW 31-54-5-5
 LAC STE. ANNE COUNTY

Scale 1:5000
 August 24, 2010

9450100b7.dgn



6.6 Solid Waste

Solid waste will be stored in animal-proof containers throughout the resort and the association will be responsible for the transfer of all solid waste to the County transfer station. Figure 5 indicates the location of the proposed solid waste collection sites.

6.7 Shallow Utilities

Power will be provided by a new feeder along the undeveloped road allowance to the northwest. The power line will continue above ground through the property from the north boundary to a central location. From that point on, the power lines will be buried and located within the internal road right of way on the opposite side of the road from the buried water lines. Each unit shall be supplied with a 50 amp power service.

Street lights will be provided throughout the development and will utilize light fixtures that adhere to "Dark Sky" principals to reduce light pollution.

The engineering for power design to bring power to the site and distribute it within the condominium was provided by A.D. Williams Engineering Inc. and will be submitted under separate cover.

There will be no natural gas, telephone or cable television provided in the development to the units or common areas.

6.8 Onsite Fire Protection

Location of a dry hydrant for fire protection will be decided upon with further consultation with Lac Ste Anne County with options being reviewed are Lake Arnault or the storm water management facility. All applicable permits from authorizing agencies will be obtained for the selected system.

In addition to an on-site supply of water for fire protection thru the provision of a dry hydrant, the condominium bylaws will be enforcing how fire pits are to be constructed.

6.9 Community Services

Alberta Health Services indicated that they will review the detailed development application once it is circulated to them from Lac Ste. Anne County.

The Evansburg Detachment of the R.C.M.P. had no concerns in terms of police services at this time with the potential addition of this proposed development into their jurisdiction. TELUS has no concerns with the proposed development at this time.

Protective Services indicated that they will review the detailed development application once it is circulated to them internally.

As this is a recreational development and not for continuous occupancy, there was no contact with the County school provide nor analysis of local school population generations.

7 Public Input

Lac Ste. Anne County notified in writing all adjacent landowners regarding the receipt for an application for an outline plan for the subject parcel on July 20, 2009.

The applicant held an open house on August 5, 2009 to inform county residents regarding the proposed development. Notification of this open house was made by the County.

On September 2, 2009 a public hearing was held for first reading of the proposed amendment to the Lac Ste. Anne County No. 10-98 Land Use Bylaw for redistricting of the subject lands from Agriculture (A) to Commercial Recreation District (CREC). Notification of this public hearing by the County was made as per the Municipal Government Act.

Direct mailout to adjacent landowners with contact information and information on the proposed development was sent on July 16, 2010 by Scheffer Andrew Ltd.. Phone conversations were held with one of the land owners who had concerns of snowmobiles on Township Road 550 cutting fence lines on her property and releasing stock.

8 Implementation and Amendment

8.1 Development Sequence

Staging is indicated in Figure 11 *Proposed Staging*. All stages may be developed concurrently or in singular or plural as the market demands.

8.2 Approval Process

Amendments to the Lake Arnault Area Structure Plan may be brought forward to Lac Ste. Anne County by the developer or condominium corporation for the County's consideration.

SW 6-55-5-5

SE 6-55-5-5

Gov't Road Allowance (Township Road 550)

Gov't Road Allowance

NE 36-54-6-5

NE 31-54-5-5

SW 31-54-5-5

Lake Arnault

Stage 2A

Stage 1

Stage 2B

Stage 2C

Stage 3A

Stage 3B

Stage 4

Stage 5B

Stage 5A

— Staging Boundaries

FIGURE 11 PROPOSED STAGING

LAKE ARNAULT AREA STRUCTURE PLAN

NW 31-54-5-5
LAC STE. ANNE COUNTY

Scale 1:5000
August 24, 2010
9450100b7.dgn





Appendix A

Historical Resources Act Clearance

Government of Alberta ■
Culture and Community Spirit

Historic Resources Management
Old St. Stephen's College
8820 - 112 Street
Edmonton, Alberta T6G 2P8
Canada
Telephone: 780-431-2300
www.culture.alberta.ca/hrm

March 10, 2010

Project File: 4835-10-017

Mr. Don Dobin
1365362 Alberta Ltd.
652 Lakeside Drive
Spring Lake, Alberta
T7V 2V6

Dear Mr. Dobin:

SUBJECT: 1365362 ALBERTA LTD.
PROPOSED SUBDIVISION
NW 31-54-5-W5M - ARNAULT LAKE
HISTORICAL RESOURCES ACT REQUIREMENTS

Scheffer Andrew Ltd. has provided the Historic Resources Management Branch (HRMB) of Alberta Culture and Community Spirit with information for the captioned project. Staff of the HRMB have reviewed the potential for the proposed development to impact historic resources and have concluded that an Historic Resources Impact Assessment is not required. Therefore *Historical Resources Act* clearance is granted for this project.

HISTORICAL RESOURCES ACT REQUIREMENTS

Reporting the discovery of historic resources: Pursuant to Section 31 of the *Historical Resources Act*, should any archaeological resources, palaeontological resources, Aboriginal traditional use sites and/or historic period sites be encountered during any activities associated with land surface disturbance operations, the Historic Resources Management Branch must be contacted immediately. It may then be necessary to issue further instructions regarding the management of these resources.

Should you require additional information or have any questions concerning the above, please contact me at (780) 431-2330, (8820 - 112 Street, Edmonton, Alberta, T6G 2P8), fax (780) 422-3106 or by e-mail at barry.newton@gov.ab.ca.

On behalf of the Historic Resources Management Branch, I would like to thank you for your cooperation in our endeavour to conserve Alberta's past.

Sincerely,



Barry Newton
Land Use Planner

cc: Aime Stewart, Scheffer Andrew Ltd.

Alberta ■

Freedom To Create. Spirit To Achieve.



Appendix B

Condominium Bylaws

PROPOSED CONDOMINIUM CORPORATION
("Lake Arnault R.V. Resort")

BY-LAWS – Amended April 14, 2011

TABLE OF CONTENTS

PART I DEFINITIONS

1. Definitions

PART II THE CORPORATION

2. Duties of the Corporation
3. Powers of the Corporation
4. Directors of the Corporation
5. Seal of the Corporation

PART III THE BOARD

6. Duties of the Board
7. Powers of the Board
8. Signing Authority
9. Eligibility to Sit on the Board
10. Election of the Board
11. Term of Office of the Board
12. Removal of a Member of the Board
13. Vacancies on the Board
14. Officers of the Board
15. Procedure for Meetings of the Board
16. Majority Vote and Quorum of the Board
17. Written Resolutions of the Board

PART IV GENERAL MEETINGS

18. Convening of Meeting and Notice
19. Quorum
20. Procedure
21. Manner of Voting
22. Polling the Vote
23. Proxies
24. Restrictions on Voting
25. Vote by Co-Owners
26. Vote by Trustee
27. Resolutions in Writing
28. Amendment of By-Laws

PART V USE AND OCCUPATION OF UNITS AND PROPERTY

- 29. Duties of Occupants and Owners**
- 30. Accommodation and Accessory Structures**
- 31. Regulation of Units**
- 32. Regulation of Common Property**
- 33. Regulation of Common Facilities**

PART VI MISCELLANEOUS

- 34. Assessments and Budgets**
- 35. Penalties for By-Law Contravention**
- 36. Capital Replacement Reserve Fund**
- 37. Insurance**
- 38. Estoppel Certificates**
- 39. Developer's Rights and Use of Property**
- 40. Notice of Default to Mortgagees**
- 41. Non-Profit Corporation**
- 42. Rights of Mortgagees**
- 43. Notices**
- 44. Tenants**

PART 1 – DEFINITIONS

1. DEFINITIONS

These Bylaws are to be enacted by unanimous resolution of the owners and Board of Directors of the proposed Condominium Corporation to replace the Bylaws set out in Appendix 1 of the *Condominium Property Act*.

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

- (a) “Accessory Structure” means any shed, fence, 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 Bylaws, which shall constitute the Board of Managers referred to in the *Act*;
- (d) “Bylaws” means the Bylaws of the Corporation, as amended from time to time;
- (e) “Common Expenses” means the expenses incurred in performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the Bylaws, but does not include Utility Expenses;
- (f) “Common Facilities” means improvements or assets located upon the Common Property or in the adjacent part of Lake Arnault or on other lands leased or held by the Corporation and designated for use in common by Occupants and Owners;
- (g) “Common Property” means the Lands designated as such on the Condominium Plan;
- (h) “Condominium Plan” means all of the condominium plans registered with respect to the Lands, including the initial plan and all subsequent plans;
- (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 is registered;
- (k) “Lands” means NW 31-54-5-W5 in the County of Lac Ste Anne excepting thereout all mines and minerals;
- (l) “Manager” means a person, firm, or corporation appointed as manager by the Board;
- (m) “Mortgagee” means the holder of a mortgage registered on title to one or more Units;
- (n) “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;
- (o) “Owner” or “Unit Owner” means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
- (p) “Owner’s Assessment” includes Common Expenses, Utility Expenses and any other expenses, charges, fines or special assessments directed to a Unit, Owner or Occupant pursuant to the Bylaws or the *Act*;
- (q) “Park Model” means a Recreational Vehicle conforming to CSA standards or an equivalent approved in writing by the Board and, if mounted on a single chassis on wheels, which can be relocated from time to time; having a maximum length of 12.8 meters (42 ft) and a maximum width of 3.66 meters (12 ft), excluding all extensions, pull outs, tip outs, etc.; and which is equipped with a maximum CSA approved 50 amp interior electric panel;

- (r) "Park Model Permit" means a permit issued by the Developer or the Corporation, as the case may be, which authorizes the respective Owner to place a Park Model on a Unit;
- (s) "Person" includes a corporation, and the heirs, and personal legal representative of person;
- (t) "Recreational Vehicle" means a portable structure designed and built to be carried on or towed by a vehicle or to be transported on its own wheels and which is intended to provide temporary living accommodation for travel and recreation purposes and which does not need any special license or permit to travel on the public road systems other than a usual trailer or vehicle license and, without limiting the generality of the foregoing, includes such vehicles commonly known as a motor home, travel trailer or 5th wheel trailer but does not include a mobile home, any vehicle or trailer over 3.05 meters (10 ft) in width or tents provided that all Recreational Vehicles must bear a proper CSA label;
- (u) "Regulations" means such rules, restrictions or guidelines as may be imposed by the Developer and subsequently amended, replaced or expanded by the Corporation from time to time;
- (v) "Resort" means all the Lands including all Units and Common Property comprising the development commonly known as Lake Arnault R.V. Resort;
- (w) "Special Resolution" means a resolution
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than two thirds (66 2/3%) of all the persons entitled to exercise the powers of voting conferred by the *Act* or the Bylaws and representing not less than two thirds (66 2/3%) of the total of Unit Factors for all the Units; or
 - (ii) signed by not less than two thirds (66 2/3%) of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the *Act* or the Bylaws and representing not less than two thirds (66 2/3%) of the total Unit Factors for all the Units.
- (x) "Utility Expenses" means expenses incurred by the Corporation to supply utilities or service to one or more Units and the common facilities;
- (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;

- 1.2. Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the *Act* or in the Lands Titles Act have the same meaning in these Bylaws.
- 1.3. The rights and obligations given or imposed by these Bylaws are in addition to the rights and obligations given or imposed by the *Act*.
- 1.4. These Bylaws are to be read with all changes of number and gender required by the context.
- 1.5. The headings in the body of these Bylaws are not part of the Bylaws and are inserted only for convenience and reference.
- 1.6. If there is any conflict between these Bylaws or the *Act*, the *Act* prevails.

PART II - THE CORPORATION

2. DUTIES OF THE CORPORATION

- 2.1. *The corporation shall enforce these bylaws and shall take all necessary steps it sees fit to uphold the bylaws.*
- 2.2. In addition to its duties and responsibilities under the *Act*, the corporation shall:
- (i) place and maintain a comprehensive general insurance policy on all units and the common property in the amount of two million dollars (\$2,000,000.00) or as required by the *Act* or as directed by the board from time to time, whichever amount is greater;
 - (ii) maintain and, where practical, establish suitable lawns, recreation areas and equipment on the common property;
 - (iii) maintain and, where practical, establish common facilities;
 - (iv) maintain all lighting, fixtures, perimeter fences and gates and other assets located on the common property;
 - (v) maintain walkways, roads and paths and other common property;
 - (vi) maintain, repair or replace such tools and equipment as may be required to carry out its duties under these bylaws and the *Act*;
 - (vii) maintain, repair or replace pipes, wires and cables existing in the lands and used or capable of being used in connection with the enjoyment of more than one unit or the common property;
 - (viii) provide adequate garbage receptacles on the common property for use by all owners and provide for regular garbage collection;
 - (ix) enter into agreements with third party service providers and others and do such things as are considered necessary or expedient to provide water, sewer and power to the units and to the common property and common facilities;
 - (x) keep copies of all warranties, guarantees, drawings, specifications, plans, agreements, certificates, approvals and the like relating to improvements and works on the lands.
 - (xi) will ensure that refueling areas, storage areas and equipment maintenance areas are situated at least 200 metres from Lake Arnault
 - (xii) remove weeds in common areas mechanically a minimum of twice a year
 - (xiii) not utilize pesticides for weed control
 - (xiv) not allow school bus service on common property
 - (xv) not allow postal mail delivery on common property
- 2.3. Only main underground waterlines and sewer lines and related works located on the common property will be the responsibility of the corporation. All other connections, pipes and works which are located within or under a unit are the responsibility of the individual owners up to the boundary of the adjoining common property.

3. POWERS OF THE CORPORATION

- 3.1. The corporation may:
- (a) acquire personal property to be used:
 - (i) for the maintenance, repair or replacement of the 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 unpaid contributions (whether levied or not), or a mortgage of any property owned by it, or by any combination of those means;
- (d) grant a lease to an owner under section 50 of the Act;
- (e) charge interest under section 40 of the Act on any contribution owing to it by an owner;
- (f) make an agreement with an 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;
- (g) do all things reasonable necessary for the enforcements of the bylaws and the control, management and administration of the common property and any part of the lands with which it may be concerned;
- (h) create such rules and regulations as it deems necessary or advisable concerning use of the Units and the Common Property and rental of Units, including procedures for giving tenants notice to vacate and measure to promote the security and peace of the community;
- (i) make management agreements and other agreements with Owners and third parties;
- (j) levy penalties, by way of fines, for the contravention of any Bylaw;
- (k) commence legal proceedings in the Provincial Court of Alberta, or as may be otherwise provided in the *Act*, for the recovery of a penalty for the contravention of any Bylaw;
- (l) commence such other proceedings as may be available for the enforcement of any Bylaw, penalty, assessment, judgment, contractual right or any power or entitlement under any express or implied easement, covenant or agreement, whether concerning an Owner or a third party;
- (m) impose and collect deposits, give notice to deliver up possession of Units, and generally to deal with tenants as provided in the *Act*, and including the commencement of applications to the Court for relief, and for damages arising from an Owner's or an Occupant's damage to Common Property or Common Facilities;
- (n) pay for utilities or services supplied to one or more Units, allocate the amount so paid to the Units supplied from a common utility meter or supplied with the service, whether equally or without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and to recover the amount allocated as an Owner's Assessment;
- (o) restrict access to the Common Property, Common Facilities or a part of the same by any Owner or Occupant who has failed to pay, when due, an Owner's Assessment or who (or whose guest) has breached a Bylaw;
- (p) discontinue the supply of utilities and service supplied to any Unit if the Unit Owner fails to pay Utility Expenses when due;
- (q) set the fiscal year of the Corporation and change it;
- (r) abate payment of Common Expenses or Utility Expenses for any Unit from time to time; and
- (s) do whatever is necessary to accomplish the purposes of the Corporation, preserve the value of Units and promote the community of owners and collective enjoyment of the Lands and its amenities.

4. DIRECTORS OF THE CORPORATION

- 4.1. The corporation shall have a board of directors consisting of not less than three (3) and not more than seven (7) individuals, except that the board elected by 1365362 Alberta Ltd., as developer, may consist of one or more persons, each as nominee of 1365362 Alberta Ltd. until the first special general meeting called by the developer for the purpose of electing a board of directors.

5. SEAL OF THE CORPORATION

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

PART III - THE BOARD

6. DUTIES OF THE BOARD

- 6.1. In addition to the duties imposed by the *Act*, the board shall:
- (a) enforce these bylaws and such rules and regulations as it may adopt from time to time;
 - (b) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
 - (c) prepare financial statements 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; and
 - (e) submit to the annual general meeting an annual report consisting of the financial statements and other information as the board may determine or as may be directed by a resolution passed at a general meeting.

7. POWERS OF THE BOARD

- 7.1. The board, for the benefit of the corporation and all owners and mortgagees, shall have vested in the powers of the corporation, except such powers as are required under the *Act* or these Bylaws to be exercised by the corporation in general meeting.
- 7.2. The board may employ on behalf of the corporation any agents and employees it thinks necessary to control, management and administer 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.
- 7.3. The Board may retain professional services not specifically required by the *Act* or these Bylaws (e.g., lawyer, accountant or engineer) but if the projected cost of such retainer exceeds \$5,000.00 annually then the Board shall obtain the specific authority of the owners, by ordinary resolution.
- 7.4. The board may, subject to any restriction imposed on it or direction given to it at a general meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.
- 7.5. The Board may set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the *Act* or these Bylaws.
- 7.6. The board may establish a fiscal year for the corporation and in the absence of such a resolution the fiscal year shall be the calendar year.
- 7.7. The board will delegate to a manager the right to remove unruly, loud and/or misbehaving persons or animals from the resort 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

8. SIGNING AUTHORITY

- 8.1. 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.
- 8.2. 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.

9. ELIGIBILITY TO SIT ON THE BOARD

- 9.1. A person does not need to be an Owner in order to be elected to the board.
- 9.2. Notwithstanding subsection 9.1:
- (a) if 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 the contributions due and owing in respect of the owners unit is not eligible to be elected to or remain on the board.
- 9.3. An individual shall not be a member of the board unless that individual is eighteen (18) years of age or older.

10. ELECTION OF THE BOARD

- 10.1. 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.
- 10.2. The developer will, within 90 days from the day that 50% of the intended units are sold or 180 days from the time the first unit is sold, whichever date is earlier, convene a special general meeting at which time the first board of directors will be elected.

11. TERM OF OFFICE OF THE BOARD

- 11.1. Subject to subsection 11.2, and in order to ensure continuity, the members of the board shall be elected for staggered two-year terms.
- 11.2. Therefore, at the first general meeting of the Corporation:
- (a) not more than fifty (50%) per cent of the members of the board shall be elected for a term expiring at the conclusion of the annual general meeting convened in the year following the year in which they were elected; and
 - (b) the balance of the members shall be elected for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which they were elected
- 11.3. Each member of the board shall remain in office until:
- (a) the office becomes vacant under section 9 of these bylaws;
 - (b) the member resigns;

- (c) the member is removed under section 12 of these bylaws; or
 - (d) his term in office expires;
- whichever comes first.

12. REMOVAL OF A MEMBER OF THE BOARD

- 12.1. 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.
- 12.2. 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) is the subject of a certificate of incapacity issued under the *Dependent Adults Act*;
 - (b) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;
 - (c) resigns the members office by serving notice in writing on the corporation;
 - (d) is more than thirty (30) days in arrears in payment of any contribution required to be made by the member as an owner; or
 - (e) is absent from three (3) consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that the members office be vacated.

13. VACANCIES ON THE BOARD

- 13.1. 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.

14. OFFICERS OF THE BOARD

- 14.1. At the first meeting of the members of the board held after the general meeting of the corporation at which members are elected, the board shall designate from its members a president, vice-president, secretary and treasurer of the corporation. This provision does not apply to the first board of directors named by 1365362 Alberta Ltd. or its nominees.
- 14.2. The board may designate one person to fill the offices of secretary and treasurer.
- 14.3. In addition to those duties assigned 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 an audited statement for the most recently completed fiscal year of the corporation.
- 14.4. 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.
- 14.5. A person ceases to be an officer of the corporation if he ceases to be a member of the board.
- 14.6. 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.
- 14.7. 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.

15. PROCEDURE FOR MEETINGS OF THE BOARD

- 15.1. 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.
- 15.2. 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.
- 15.3. The board must meet at least twice in each calendar year.
- 15.4. Meetings of the board may be held at any location in Alberta but should be held at locations which are convenient to most board members.

16. MAJORITY VOTE AND QUORUM OF THE BOARD

- 16.1. 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.
- 16.2. A quorum for a meeting of the board is a majority of the members of the board.

17. WRITTEN RESOLUTIONS OF THE BOARD

- 17.1. 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.

PART III – GENERAL MEETINGS

18. CONVENING OF MEETING AND NOTICE

- 18.1. 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").
- 18.2. 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.
- 18.3. The Board may also, whenever it considers it proper to do so, and shall upon the written request of the Owners entitled to vote and who collectively represent 25% of the total Unit Factors for the Units, convene a special general meeting (a "Special General Meeting").
- 18.4. Where an Annual General Meeting or a Special General Meeting is to be convened, the Board shall, not less than seven (7) days prior to the day upon which the meeting is to be convened, give to each Owner, and every Mortgagee entitled to vote, written notice of the meeting stating:
 - (a) the place, date and time at which the meeting is to be convened; and
 - (b) the nature of special business, if any, to be brought forth at the meeting.
- 18.5. An Annual General Meeting or a Special General Meeting, or anything done at such meetings, is not invalid by reason only that a person was inadvertently not given or did not receive, a notice of the meeting.

19. QUORUM

- 19.1. Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present or represented by the proxy at the time when the meeting commences.
- 19.2. 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.
- 19.3. If a quorum is not present at the assigned starting time, the meeting shall stand adjourned for thirty (30) minutes. 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.

20.PROCEDURE

- 20.1. 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.

21.MANNER OF VOTING

- 21.1. At any meeting a 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.
- 21.2. The chairman of the meeting shall not vote upon a show of hands.
- 21.3. On a show of hands, each person entitled to vote shall have one vote.
- 21.4. 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).

22.POLLING THE VOTE

- 22.1. A poll (i.e., a secret ballot) may be demanded by any person entitled to vote.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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.

23. PROXIES

- 23.1. A person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying a proxy may indicate he is showing hands for one or more Units.
- 23.2. An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting. A proxy holder need not be an Owner.
- 23.3. 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.
- 23.4. A 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.

24. RESTRICTIONS ON VOTING

- 24.1. Except as provided in subsection 24.2 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 Special General Meeting.
- 24.2. 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.

25. VOTE BY CO-OWNERS

- 25.1. 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.

26. VOTE BY TRUSTEE

- 26.1. 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.

27. RESOLUTIONS IN WRITING

- 27.1. 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.

28. AMENDMENT OF BY-LAWS

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

PART IV- USE AND OCCUPATION OF UNITS AND COMMON PROPERTY

29.DUTIES OF OCCUPANTS AND OWNERS

- 29.1. The accrued duties, obligations and debts of an Owner in these Bylaws survive transfer of his Unit to someone else and may continue to be enforced against him as though he remained an Owner, at the Board's sole and unfettered discretion.
- 29.2. An Occupant and Owner shall, at all times:
- (a) permit the Corporation and its agents, at all reasonable times on notice (except in urgent circumstances when no notice is required), to enter the Unit for the purpose of:
 - (i) inspecting the improvements;
 - (ii) inspecting and repairing utility lines and works;
 - (iii) maintaining or improving the Common Property;
 - (iv) maintaining or improving the Common Facilities; and
 - (v) ensuring that Bylaws and Regulations are observed.
 - (b) notify the Corporation forthwith of:
 - (i) any change in the ownership of the Unit;
 - (ii) any mortgage registered against the Unit; or
 - (iii) any change of the Owner's address or telephone number;
 - (c) abide by all regulations and rules established by these or other Bylaws;
 - (d) pay promptly when due, and in accordance with this Bylaw:
 - (i) to the Corporation, each and every Owners Assessment as levied by the Corporation from time to time;
 - (ii) to the Corporation each and every assessment for Utility Expenses as are levied by the Corporation from time to time;
 - (iii) to the Corporation, each and every assessment, demand and levy for contribution to, reimbursement of, and payment for, expenses and costs incurred by the Corporation, which are levied, assessed or directed to his Unit, or which are the subject of indemnification as prescribed by this Bylaw or at law;
 - (iv) to the Corporation, all interest on such accounts, assessments, or levies in arrears together with the Corporation's collection costs as prescribed in this Bylaw or at law; and
 - (v) to the appropriate authority or private service provider, each and every account, statement bill, rate, charge, tax, and assessment that may be payable in respect of his Unit from time to time.
 - (e) pay all taxes, charges, assessments and utility bills in respect of the Unit;
 - (f) restrict the size, placement, design, appearance and age of any RV, Park Model or the construction of any improvement on or under the Unit only in strict compliance with these Bylaws and rules and regulations then in effect;
 - (g) carry out all work that may be required pursuant to these Bylaws or a resolution of the Board or ordered by any public authority having jurisdiction;
 - (h) complete in a timely manner any construction on the Unit and, in any event, complete within four (4) months any construction;
 - (i) 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; and
 - (j) keep the Unit neat and tidy and in good repair.

30.ACCOMODATION AND ACCESSORY STRUCTURES

- 30.1. 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 is using the Unit except that if, at the time of purchase, the Owner owns only a tent, the Owner shall be permitted to place it on their Unit for a period of one year from the purchase date. Tents must be permanently removed from the Unit after one year.
- 30.2. 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 which are in excess of twelve (12) years of age will be discouraged and must be approved by the Board in writing before being placed on a Unit, approval will be required annually; and
 - (iii) Recreational Vehicles must be placed in accordance with design standards.
- 30.3. Park Models
- (a) All Park Models must be equipped with RV plumbing.
- (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) Detailed floor plan of Park Model with dimensions, including Sun/Sun rooms and decks;
 - (ii) Front side and rear views of unit with elevations;
 - (iii) Front, side and rear views of Sun room and deck with elevations; and
 - (iv) Site plan of lot showing location of unit and clearly showing setbacks from front, side and rear of unit to adjacent property lines.
- 30.4. 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 then only in strict compliance with such terms and conditions as the Board may impose.
- (b) Not more than two (2) Accessory Structures may be placed on any Unit. Perimeter fencing and one Sun Room will not count for the purpose of this restriction.
- (c) All construction must meet with the appropriate government building codes.
- (d) Accessory Structures constructed or placed upon a Unit must be constructed in accordance with construction standards within the rest of the Park, approved by the Board and must comply with the following standards:
- (i) Fences shall be a maximum height of 1.8 m and be constructed in strict compliance with architectural controls of the Developer or the Board, as the case may be, provided that fences which have already been approved in writing will not have to be changed if and when such architectural controls or standards are changed or amended by either the Developer or the Corporation.
 - (ii) Sheds may be constructed of wood, vinyl or metal. The external measurements at the base of a shed shall not exceed 11.15 sq meters (120 sq ft) in area with no one side being more than 4.88 meters (16 ft) in

length, with a height of no more than 2.6 meters (8.5 ft) measured from the lowest ground elevation on which the shed sits. Eaves or overhangs on sheds shall be limited to a maximum of 0.3 meters (12 in).

- (e) Sun Rooms are permitted providing they meet the following standards:
 - (i) The total area of Sun rooms and decks combined must not exceed 74.32 sq meters (800 sq ft);
 - (ii) Height shall not exceed the height of the eave of the roofline (whichever is the lower) of the Recreational Vehicle or Park Model on the Unit to which the sun room is attached or adjacent to;
 - (iii) Sun rooms may be constructed of either metal, wood or vinyl with windows of glass, plexiglass or similar material and of a design approved by the Board;
 - (iv) Both the siding material and colour must match the material and colour of the Recreational Vehicle to which they are attached or adjacent; and
 - (v) Gable roofs shall be shingled with the same colour and style of shingle, which is on the Park Model trailer.

30.5. Other Improvements

- (a) Decks shall be wooden or vinyl, painted or stained and the total elevated area shall not exceed four hundred (400 sq. ft) excluding stairs or steps, up to 0.91 meters (36 in) in width. Deck railings shall not exceed 1.07 meters (42 in) in height (measured from the surface of the deck) and no deck shall be permanently screened or closed in unless they meet with the conditions set forth in connection with Sun Rooms.
- (b) All permanent awnings must be manufactured metal awnings of a colour and type approved by the Board. Eaves or overhangs on all awnings shall be a maximum of 0.61 meters (2 ft) beyond the dimensions of the actual deck.
- (c) Windscreens or privacy screens shall not exceed the height of the eave or roofline (whichever is the lower) of any recreational vehicle located upon a Unit. Total measurement of windscreens or privacy screens shall not exceed 5.49 meters (18 ft) in length. Windscreens or privacy screens must be constructed of glass, plexiglass or similar material, which can be viewed through, or of latticework or similar construction with aperture diameter being a minimum of 10.16 centimeters (4 in), spaced a maximum of 3.81 centimeters (1.5 in) apart.
- (d) Skirting around Recreational Vehicles, Sun rooms and decks must be of either vinyl or vinyl clad.
- (e) One firewood storage box may be constructed to a maximum size of 1.22 x 2.44 meters (4 x 8 ft) and 1.83 meters (6 ft) in height with a roof overhang up to 15.24 centimeters (6 in). These may be constructed of wood, metal or vinyl with latticework sides and covered with siding. The colour must be approved by the Board.

30.6. 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.

30.7. Notwithstanding any specified sizes or allowance for accessory structures in these Bylaws, the total site coverage of all accessory structures and the Recreational Vehicle or Park Model, as the case may be, placed on a Unit must not cover more than forty per cent (40%) of the total surface area of the Unit unless first approved in writing by the Board.

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

31. REGULATION OF UNITS

- 31.1. 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) locate any portion of any Recreational Vehicle or Park Model closer than 2 meters (6.56 ft) to the side property line of the Unit or closer than 6 meters (19.69 ft) to the front or rear property line of the unit;
 - (c) cut any tree or shrub on the Unit except as necessary to construct an approved accessory structure and reasonable eating and recreation areas but in any event no closer than 1 meter (3.28 ft) to any Unit boundary excluding the front of a unit;
 - (d) alter the Unit's physical appearance except only by planting of flowers, bushes and trees and the building of Accessory Structures in accordance with this Bylaw and then only unless such construction or alterations are performed by qualified workmen and to proper building codes;
 - (e) permit, erect or cause to be erected or to remain on the Lands outside his Unit any structure, barrier or other matter or thing of a permanent or semi-permanent nature except with the prior approval of the Corporation;
 - (f) 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 0.61 meters (24 in) in diameter shall not be permitted;
 - (g) bring, keep or store or permit to be brought, kept or stored in or upon the Resort any dangerous substances or materials including radioactive, explosive, poisonous, or inflammable substances or materials, without the prior written consent of the Corporation. Safe storage of no more than ten (10) gallons of gasoline shall be allowed on a Unit provided that the Occupant complies with all applicable regulations for the safe handling and storage of gasoline;
 - (h) allow accumulations of junk or debris of any kind around, on or under the recreational vehicle or the Unit;
 - (i) 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;
 - (j) hang anything in public view which the Board considers offensive or displeasing or which it does not consider appropriate for viewing by young children;
 - (k) hang laundry out to dry, with the exception of beachwear and towels. Clotheslines of any type are prohibited;
 - (l) 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;
 - (m) park more than three (3) vehicles on the Unit;
 - (n) park vehicles on neighboring Units at any time without permission from the appropriate Owner;
 - (o) park vehicles or store anything in a manner which restricts access to the Common Property;

- (p) carry out repairs or adjustments to vehicles, nor shall any vehicles other than private passenger automobiles, station wagons, vans or pickup trucks be brought onto the Resort without the written permission of the Corporation or its Manager, save in the course of delivery to or removal from the respective Unit;
- (q) operate automobiles or any other vehicle at a speed in excess of fifteen (15) km/h or as posted;
- (r) cause, permit or suffer any unusual or objectionable noises or odours to emanate from the Unit;
- (s) 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 unfavorably on the Resort, the Corporation, or other Owners or Occupants;
- (t) 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;
- (u) make, or permit to be made, any unseemly or disturbing noises;
- (v) disturb or permit the disturbance of other persons residing or situated on the Resort;
- (w) permit noise or disturbance on his Unit between 11:00 p.m. and 8:00 a.m. radio, television or similar equipment shall be kept at levels which will not at any time annoy or disturb other Occupants;
- (x) permit loud or boisterous parties or noises on a Unit at any time;
- (y) 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;
- (z) allow guests to pitch more than one (1) tent on the Unit;
- (aa) trespass on another Occupant's Unit or permit his family or guests to trespass on another Occupant's Unit;
- (bb) use any unsold or vacant Unit without the prior permission of the Owner;
- (cc) use a Unit for any business purpose whatsoever;
- (dd) store any inventory for the purpose of a business upon any Unit if it is visible to a neighbor or someone on Common Property;
- (ee) do anything which would increase the risk of fire or increase the insurance premium payable by the Corporation;
- (ff) have open fires, except in properly constructed fire pits with a concrete base, the location and design of which shall require prior approval of the Corporation;
- (gg) discard household garbage or trash or litter anywhere on the Lands except in designated containers provided for that purpose by the Corporation;
- (hh) discharge firearms, use archery equipment or any weapon on the Lands, except that the Manager reserves the right to use the same for predator and pest control;
- (ii) dispose of any chemical or substance into the sewer system which is prohibited by the Utility or the Board;
- (jj) 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;
- (kk) dispose or deposit any compound used to prevent freezing into any connection to the Utility or onto a Unit unless the same is approved by the Utility;
- (ll) use a toilet, sink, drain or other plumbing fixture for any purpose other than that for which it is intended;
- (mm) install or permit sewer hook-ups unless the same have rigid connections, are airtight and sealed when not connected to a Recreational Vehicle;
- (nn) drill a water well on any Unit or use a private water well or haul water onto a Unit (except only bottled water) or dispose of wastewater in any manner except through the Utility;

- (oo) 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;
 - (pp) have on any Unit more than two family pets, such as dogs, cats or birds, or a combination of one of each, without prior written approval from the Board;
 - (qq) permit any pet onto another Unit without the consent of the Occupant of that Unit;
 - (rr) permit a dog to bark excessively at any time; or
 - (ss) permit any pet to be present on any area designated as "No Pets", whether or not on a leash or in a container.
 - (tt) utilize pesticides on the Unit for weed or pest control.
- 31.2. The Corporation shall not be responsible in any way for any loss or damage to boats or articles left in boats, vehicles or trailers.
- 31.3. Waiver by the Corporation of any breach of a rule or regulation or bylaw committed by the Occupant or Owner shall not be construed as a waiver of the Corporation's right to give notice or impose a fine or take other action in respect of any subsequent breach or default by the Occupant or Owner.
- 31.4. An Occupant not maintaining the Unit according to these Bylaws will be assessed for maintenance, which will be done by the Corporation at an hourly rate set by the Manager.
- 31.5. Friends, relatives, guests and visitors of the Occupant or Owner are the joint and several personal responsibility of the Occupant and Owner when they are upon the Unit or the Park.
- 31.6. 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;
- 31.7. If the Board determines that a pet is a nuisance to other Occupants, the Board may issue a notice to the Owner and Occupant involved, specifying a date beyond which the pet will no longer be allowed on the Lands.
- 31.8. Occupants will pick up immediately all pet waste, including any deposited on their own Unit, and deposit the same in a garbage receptacle.

32. REGULATION OF COMMON PROPERTY

- 32.1. While any construction is ongoing or remains outstanding on the Lands, the Developer reserves the right to restrict access to any part of the Common Property by posting appropriate signage. Such restrictions will be intended to ensure the safety of workers, Owners, Occupants and guests as well as security of the Developer's equipment, materials and works and must be strictly observed by all Occupants, Owners, guests and their children and pets. After the development has been completed, the Developer will have no further right to control or regulate access to or use of Common Property except as otherwise set out in these Bylaws.
- 32.2. 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;
 - (e) allow anyone under the age of eighteen (18) years to be on the Common Property after midnight each night;
 - (f) leave chairs, playthings, blankets or anything on Common Property unless the same are in use by an Occupant;
 - (g) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress or egress to and from his Unit;
 - (h) carry out repairs or adjustments to vehicles on Common Property;
 - (i) do or permit anything to be done on Common Property that may cause damage to trees, plants, bushes, flowers, lawns or Common Facilities;
 - (j) do or permit anything to be done on Common Property which unreasonably interferes with the use and enjoyment of Common Property and Common Facilities by other Occupants;
 - (k) place chairs, tables, children's play things, devices or toys or other objects on the Common Property so as to damage it or any Common Facility or to prevent growth or interfere with the cutting of the lawns or irrigation or the maintenance of the grounds generally;
 - (l) dispose of any garbage that is not wrapped or bagged and then only in designated garbage containers;
 - (m) move or deface anything which belongs to the Corporation;
 - (n) dispose of recyclables or grass clippings anywhere but in designated receptacles;
 - (o) dispose of appliances, construction or Landscaping refuse anywhere on the Lands. Such items must be hauled to the county Landfill site;
 - (p) 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;
 - (q) operate automobiles or any other vehicle at a speed in excess of fifteen (15) km/h or as posted; or
 - (r) bring snowmobiles, motorcycles, or all-terrain vehicles of any type on or within the Common Property either self propelled or on a vehicle or a trailer;

33.REGULATION OF COMMON FACILITIES

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

PART VI MISCELLANEOUS

34.ASSESSMENTS AND BUDGETS

- 34.1. The Common Expenses of the Corporation shall, without limiting the generality hereof, include the following costs:
- (a) management fees, including wages, taxes and other expenses payable to or on account of employees or contractors of the Corporation
 - (b) the cost of services supplied to the Corporation as directed by the board;
 - (c) landscaping, maintenance and snow removal from the Common Property;
 - (d) maintaining, repairing or replacing the Common Property or Common Facilities;
 - (e) insurance for which the Corporation is responsible under the bylaws and the *Act*;
 - (f) professional fees for assistance required by the Corporation or the Board;
 - (g) reserves for future maintenance and expenses;
 - (h) cost of acquiring equipment which the Board considers expedient; and
 - (i) other charges which the Board levies in good faith in relation to its obligations, the quality of the Park, or the requirements of these Bylaws and the *Act*;
- 34.2. Owners will begin paying their appropriate Owner's Assessment to the Condominium Corporation after an Owner has occupied his Unit, or taken title to his Unit, whichever occurs earlier.
- 34.3. Utility Expenses will be allocated to all Units supplied with electricity, or other services, together with a reasonable surcharge for the Corporation's administration costs, calculated in the manner determined by the Board.
- 34.4. The Board may determine that each Owner pay and maintain a security deposit for Utility Expenses, not to exceed the estimated annual usage of the Unit, before a connection to the Corporation's utility systems is made.
- 34.5. 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.
- 34.6. 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.
- 34.7. 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.
- 34.8. If the Board fails to prepare a budget and assess contributions as directed by these Bylaws, the assessments fixed for the preceding year shall continue until new assessments are fixed.
- 34.9. 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.
- 34.10. 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 eighteen (18%) percent per annum calculated and compounded monthly from the date when due until paid. All payments of account shall be applied to interest and then to the assessment payment first due.

- 34.11. 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 Bylaws; and
 - (c) any other amount which the Owner owes to the Corporation.
- 34.12. The Corporation has a charge against the estate of an Owner who is default of any obligation in these Bylaws to the extent of any amounts owed by that Owner to the Corporation and has a right to recover such amounts. The charge shall be deemed to be an interest in Lands and the Corporation may register a Caveat or other encumbrance in that regard against the Owner's title. The Corporation shall not be required to discharge its encumbrance until all arrears, including interest and all costs, have been paid in full. In addition to registration of an encumbrance on title, the Corporation may take any further enforcement steps as may available to it.
- 34.13. No Caveat or other encumbrance shall be registered until the amount due is at least thirty (30) days overdue.
- 34.14. While the Developer is an Owner of any developed and registered Unit, the Developer will not have to pay any Owner's Assessment 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.

35. PENALTIES FOR BY-LAW CONTRAVENTION

- 35.1. If the Board determines that a breach of the Bylaws is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, specifying a reasonable time in which the breach it 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.
- 35.2. Notice of an infraction of this Bylaw 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.
- 35.3. Subsequent breaches of the same Bylaw provision or the same rule or regulation by an Occupant or Owner shall not require any notice period before a fine is imposed.
- 35.4. A second infraction of the same or a similar provision of this Bylaw, or a rule or regulation by an Owner or an Owner's tenant or guest 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 immediately outstanding and due.

- 35.5. 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 Bylaws more than twice.
- 35.6. An Owner who has received a Bylaw 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 Bylaws.
- 35.7. 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.

36. CAPITAL REPLACEMENT RESERVE FUND

- 36.1. 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, including Common Property and Common Facilities where the repair or replacement does not occur annually.
- 36.2. 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.

37. INSURANCE

- 37.1. The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable common property, both real and personal, of any nature whatsoever of the Corporation to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:
 - (a) Coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
 - (b) Coverage to the full replacement value of all Common Facilities and all chattels and other property belonging to the Corporation or forming part of the Common Property; and
 - (c) Coverage for such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation.
- 37.2. Nothing in these Bylaws shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of their ownership or use or occupation of a Unit or their personal liability.
- 37.3. 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.
- 37.4. 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.

- 37.5. 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.

38. ESTOPPEL CERTIFICATES

- 38.1. Any certificate as to an Owner's position with regard to an Owner's Assessment or otherwise, issued by the Manager or officer of the Corporation shall be deemed as an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Owner, but this shall not relieve the Owner himself (or ex-Owner if he has then disposed of his Unit) from liability for all proper obligations of the said Owner, whether improperly stated in such Certificate or not, and the same may be enforced in accordance with these Bylaws or the *Act* or at law as ordinary debts due by the Owner or ex-Owner to the Corporation.
- 38.2. A fee of One Hundred dollars (\$100) will be charged for any Estoppel Certificate issued by the manager or officer of the corporation .

39. DEVELOPER'S RIGHTS AND USE OF PROPERTY

- 39.1. The rights of the Developer in section 39 may not be altered in any way without written consent of the Developer.
- 39.2. During such time as the Developer is the Owner of one or more Units, it shall have the right to rent said Units on such terms and conditions as it may determine, notwithstanding any restriction to the contrary in these Bylaws or elsewhere. Further, the Developer shall have the right to maintain a reasonable number of Units, whether owned or leased, as display Units and to carry on all sales functions it considers necessary from such Units. The Developer shall have free and unhampered right to use the Common Property and Common Facilities for its own purposes, including signage and other sales activities at all reasonable hours.
- 39.3. While the Developer is an Owner of any developed and registered Unit, the Developer will not have to pay any Owner's Assessment or contribute to the Capital Replacement Reserve Fund for any Units it owns until the first of the month following the convening of the second Annual meeting of the Corporation, in accordance with Section 39 of the *Act*, and thereafter will be entitled to a reduction amounting to 50% of the Owner's Assessment attributed to any Unit owned by the Developer which is vacant.

40. NOTICE OF DEFAULT TO MORTGAGEES

- 40.1. 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.

41. NON-PROFIT CORPORATION

- 41.1. 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.

42. RIGHTS OF MORTGAGEES

- 42.1. Where an Owner's interest is subject to a registered mortgage, a power of voting conferred on an Owner by the *Act* or these Bylaws:
- (a) If a unanimous resolution is required, may not be exercised by the Owner, but is exercisable by the registered Mortgagee first entitled in priority; and
 - (b) In other cases, is exercisable by the Mortgagee first entitled in priority, and may be exercised by the Owner only if the Mortgagee is not present personally or by proxy.
- 42.2. Section 42.1 does not apply unless the Mortgagee has given written notice of his mortgage to the Corporation.
- 42.3. A Mortgagee may exercise his right to vote personally or by proxy.
- 42.4. Upon the written request of a Mortgagee of a Unit the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following if requested by that person:
- (a) A statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (b) The particulars of:
 - (i) Any action commenced against the Corporation and served upon the Corporation;
 - (ii) Any unsatisfied judgment or order for which the Corporation is liable; and
 - (iii) Any written demand made upon the Corporation for an amount in excess of five thousand (\$5,000) dollars that, if not met, may result in an action being brought against the Corporation;
 - (c) The particulars of or a copy of any current management agreement;
 - (d) A copy of the budget, if any, of the Corporation;
 - (e) A copy of the current financial statement, if any, of the Corporation;

- (f) A copy of the Bylaws of the Corporation;
- (g) A copy of any minutes of proceedings of a general meeting of the Corporation, or of the Board;
- (h) A copy of the policies of insurance placed by the Corporation or insurance binders setting out the details of insurance.

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

43. NOTICES

43.1. 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.

43.2. 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.

43.3. 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 on 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.

43.4. 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.

43.5. 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.

43.6. 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.

43.7. 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.TENANTS

44.1. 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*.

ADOPTED THIS day ___ of _____, 20__

Condominium Corporation No. _____

(seal)

per: _____

per: _____