

Carefree Resort on Gleniffer Lake

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN 8621413
AS AMENDED TO **AUGUST 22, 2020**

DEFINITIONS AND APPLICATION

- 1.1 These Bylaws have been enacted by The Owners: Condominium Plan 8621413 to replace the Bylaws set out in the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. The following definitions shall apply to all parts of these Bylaws:
- (a) "**Act**" shall mean the *Condominium Property Act*, R.S.A. 2000, c. C-22, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
 - (b) "**Architectural Standards**" means those standards, guidelines, limitations and specifications limiting, restricting and otherwise affecting the use and appearance of a Unit, including any improvements thereto from time to time, as may be set out in policy statements published by the Corporation, from time to time, or as otherwise adopted and approved by the Board;
 - (c) "**Board**" means the Board of Directors of the Corporation elected pursuant to these Bylaws, which shall constitute the Board of Managers referred to in the Act;
 - (d) "**Bylaws**" mean the Bylaws of the Corporation, as amended from time to time;
 - (e) "**Common Expenses**" means all expenses of performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in these Bylaws but does not include Utility Expenses;
 - (f) "**Common Property**" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan and such portions of a redivided Unit as may be designated by agreement between the Corporation and the Developer to be Common Property;
 - (g) "**Condominium Plan**" means the plan registered under the Act as Condominium Plan No. 8621413;
 - (h) "**Corporation**" means the Corporation operating as constituted under the Act by the registration of the Condominium Plan, operating as "Carefree Resort on Gleniffer Lake" ("**Carefree Resort**");
 - (i) "**Managers**" means a person, or persons, firm, or Corporation appointed as manager pursuant to Bylaw 16.2 hereof;
 - (i) "**Mortgagee**" means the holder of a mortgage registered against the title to one or more Units;

- (j) **"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;
- (k) **"Owners Contribution"** includes Common Expenses, Replacement Reserve Fund Expenses, Utility Expenses, and any other expenses assessed to a Unit pursuant to the Bylaws or the Act;
- (l) **"Parcel"** means the land comprised in the Condominium Plan;
- (m) **"Person"** includes a Corporation, and the heirs, executors, administrators or other legal representatives of an individual;
- (n) **"Restricted Facilities"** means facilities constructed on Common Property, with capital contributions from Unit Owners and **"Restricted Facility Expenses"** means expenses assessed with respect to Restricted Facilities pursuant to Bylaw 40.3;
- (o) **"Special Resolution"** means a resolution:
 - (i) passed at a properly convened meeting of a Corporation by a majority of not less than seventy-five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than seventy-five (75%) percent of the total of unit factors for all the units; or
 - (ii) signed by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of a Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than seventy-five (75%) percent of the total unit factors for all the units;
- (p) **"Ordinary Resolution"** means a resolution:
 - (i) passed by a majority at a properly convened meeting of a Corporation of all the persons entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing the total Unit Factors for all the Units; or
 - (ii) signed by a majority of all persons who, at a properly convened meeting of a Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws.
- (q) **"Unit"** means an area designated as a Unit by the Condominium Plan;
- (r) **"Unit Factor"** means the Unit Factor for each Unit as more particularly described in the Condominium Plan;
- (s) **"Utility Expenses"** means expenses incurred by the Corporation to supply utilities or services to one or more Units, allocated pursuant to sub-section 3.1(f) to the Units so supplied.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them by the *Land Titles Act*, R.S.A. 2000, c. L-4, as amended, or in any statute or statutes passed in substitution therefore or replacement thereof, unless the context otherwise requires.

These Bylaws are to be read with such changes of number and gender as required by the context.

The headings in the body of this Bylaw form no part of this Bylaw but shall be deemed to be inserted for convenience of reference only.

1.2 Expressions defined in section 1 of the Act have the same meaning in these Bylaws.

1.3 If there is any conflict between these Bylaws and the Act, the Act prevails.

DUTIES OF THE OWNER

2.1 An Owner shall:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
 - (i) inspecting the Unit
 - (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) maintaining, repairing or replacing Common Property; or
 - (iv) ensuring that the Bylaws are being observed.
- (b) forthwith carry out all work that may be required pursuant to these Bylaws or as required by a local authority or other public authority in respect of his Unit;
- (c) shall pay promptly when due. and in accordance with the prescribed terms of payments:
 - (i) to the Corporation, all and every assessment for Common Expenses of the Corporation, as are levied or assessed by the Corporation against his Unit from time to time;
 - (ii) to the Corporation, all and every assessment for Utility Expenses as are levied or assessed by the Corporation against his Unit from time to time;
 - (iii) to the Corporation, all and every assessment for maintenance of Restricted Facilities as are levied by the Corporation;
 - (iv) to the Corporation, all and every assessment, demand and levy for contribution to, reimbursement of, and payment for, expenses and costs

incurred by the Corporation, which are wholly or partly directly attributable to his Unit, which are levied, assessed or demanded against his Unit from time to time or which are the subject of indemnification as prescribed in this Bylaw or at law;

- (v) to the Corporation, all interest on such accounts, assessments, levies and sums demanded in arrears as prescribed in such accounts, assessments, levies, and demands and in this Bylaw permitted; and
 - (vi) to the appropriate authority, all and every account, statement, bill, rate, charge, tax, outgoing, and assessment that may be payable in respect of his Unit from time to time.
- (d) maintain his Unit in a neat and tidy condition;
 - (e) notify the Corporation forthwith of:
 - (i) any change in the Ownership of the Unit; or
 - (ii) any mortgage registered against the Unit;
 - (f) not make structural, mechanical or electrical alterations to his Unit or to the Common Property without the prior written consent of the Board, which shall not be unreasonably withheld;
 - (g) use his Unit only for recreational purposes and not as a permanent residence provided that permanent residency is permitted for an employee or agent of the Corporation rendering services to the project with approval of the Board of Directors;
 - (h) be permitted to park one (1) additional guest Recreational Vehicle on his Unit for a maximum of five (5) nights per month. Any additional usage will be charged out at a daily rate, set by the Board. All visiting Recreational Vehicles must register with the office and receive a visitor's permit that is to be displayed as per instructions. The Owner shall be responsible for and ensure that any additional Recreational Vehicle being placed on the Unit will not infringe on any other Unit or Common Area;
 - (i) ensure placement of the primary Recreational Vehicle is in accordance with the original intent of resort planning, as defined in the published Carefree Resort on Gleniffer Lake Policy Statements;
 - (j) have identification, as specified by the Corporation, available at their Unit and present same when requested by the Corporation, its Board members or any person authorized by the Corporation;
 - (k) ensure that all motor vehicles, excluding golf carts, operated on Common Property, comply with the Alberta Motor Vehicle Act, and be duly licensed, registered and insured, and operated by a person with a valid operator's license. The exception will be for golf carts and utility vehicles owned and operated by the

Corporation.

POWERS OF THE CORPORATION

- 3.1 in addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, may and is hereby authorized to:
- (a) acquire personal property to be used:
 - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
 - (ii) by Owners in connection with their enjoyment of the real and personal property of the Corporation or the Common Property.
 - (b) borrow money required by it in the performance of its duties or the exercise of its powers; provided that each such borrowing in excess of 15% of the current years' Common Expense budget has been approved by Ordinary Resolution;
 - (c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage of unpaid Owners Contributions (whether levied or not), ~~or~~ a mortgage of any assets Owned by it or by any combination of those means;
 - (d) charge interest on any Owners Contribution owing to it;
 - (e) make an agreement with any Owner or tenant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or tenant of the Unit;
 - (f) pay for utilities or services supplied to one or more Units, and allocate the amount so paid to the Units supplied from a common utility meter or supplied with the service, equally among the Units so supplied without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and recover the amount allocated as Owners Contributions;
 - (g) pay for maintenance of Restricted Facilities, and recover the amount paid from the Unit Owners entitled to access to such Restricted Facilities, as Owners Contributions;
 - (h) restrict access to the Common Property or any part of it by any Owner who has failed to pay, when due, an Owners Contribution or who (or whose guest) has breached a Bylaw;
 - (i) discontinue the supply of utilities and services supplied to any Unit If the Unit Owner shall have failed to pay Utility Expenses when due;
 - (j) restrict access to a Restricted Facility by any Owner who shall have failed to pay a Restricted Facility Expense when due;
 - (k) operate seasonal water and sewer systems serving the Units during the frost-free season;
 - (l) make such rules, regulations and policies, **by ordinary resolution of the Board**, as it may

deem necessary or desirable from time to time in relation to the use, enjoyment of the safety of the common property, including the recreational facilities and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the common property generally, including the commencement of an action under **Section 35 and Section 36 of the Act**, and all subsequent proceedings relating thereto;

- (i) such rules, regulations or policies must be reasonable and consistent with the Bylaws, the Act, and the Regulations and cannot restrict the use of Units;
 - (A) if any rule, regulation or policy is inconsistent with the Act, the Regulations or these bylaws, the Act, the Regulations or the bylaws shall have precedence over the rule, regulation or policy;
- (ii) the Board must provide notice of the rules, regulations and policies of the Corporation to all Owners at least 30 days prior to their enactment;
- (iii) a rule, regulation or policy of the Board may be amended or repealed by the Owners by an ordinary resolution of the Owners at a properly convened Annual General Meeting or Special General Meeting.

ELECTION OF THE BOARD

- 4.1 The Board shall consist of not less than 3 and not more than 7 individuals.
- 4.2 Notwithstanding subsection 4.1, where there are not more than two (2) Owners, the Board may consist of one or more individuals not to exceed seven (7) in number.
- 4.3 An individual shall not be a member of the Board unless that individual is eighteen (18) years of age or older.

ELIGIBILITY TO SIT ON THE BOARD

- 5.1 A person must be an Owner, a spouse of an Owner, or (if the unit is owned by a corporation) a principal in the corporation, in order to be elected to the Board and this is to be disclosed at time of nomination.
- 5.2 Notwithstanding subsection 5.1:
 - (a) where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at one time; and
 - (b) any Owner who has not paid to the Corporation any Owners Contributions due and owing in respect of his Unit is not eligible for election to the Board.

VOTING

- 6.1 At an election of members of the Board each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the Board.

TERM OF OFFICE

- 7.1 A member of the Board shall be elected at an Annual General Meeting for a term expiring at the conclusion of the Annual General Meeting convened in the second year following the year in which he was elected to the Board
- 7.2 Each member of the Board shall remain in office until:
- (a) the office becomes vacant under section 9.1 of these Bylaws;
 - (b) the member resigns;
 - (c) the member is removed under section 8.1 of these Bylaws; or
 - (d) his term of office expires; whichever shall first occur.

REMOVAL OF A MEMBER OF THE BOARD

- 8.1 Except where the Board consists of less than 3 individuals, the Corporation may by resolution at a **general meeting** remove any member of the Board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

VACATING THE OFFICE OF A MEMBER OF THE BOARD

- 9.1 The office of a member of the Board is vacated if he:
- (a) becomes bankrupt under the *Bankruptcy Act* (Canada);
 - (b) is more than thirty (30) days in arrears in payment of any contribution required to be made by him as an Owner;
 - (c) is the subject of a certificate of incapacity issued under *The Mental Health Act, 1972*;
 - (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years;
 - (e) resigns his office by serving notice in writing upon the Corporation; or
 - (f) is absent from 3 consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that his office be vacated;
 - (g) commences any legal proceedings against the Board, its members, or the Corporation.

VACANCY

- 10.1 Where a vacancy occurs on the Board under section 9.1 of these Bylaws, the Board may appoint a person to fill that office for the remainder of the former member's term.

OFFICERS OF THE ASSOCIATION

- 11.1 At the first meeting of the Board held after each Annual General Meeting of the Corporation, the Board shall elect from among its members, a President, a Vice-President, a Treasurer and a Secretary, who shall hold their respective offices until the conclusion of the next Annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an Officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an Officer of the Corporation, the Board may designate from its members a person to fill that office for the remainder of the term.
- 11.2 Notwithstanding subsection 11.1, the Board may designate one person to fill the offices of Secretary and Treasurer
- 11.3 In addition to those duties assigned to the officers of the Board:
- (a) the President or, in the event of his absence or disability, the Vice-President:
 - (i) is responsible for the daily execution of the business of the Corporation;
 - (ii) shall act as chairman of the meetings of the Board; and
 - (iii) shall assume the role as manager liaison for the current staff unless he delegates another Board member
 - (b) the Secretary or, in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall record and maintain all the minutes of the Board;
 - (ii) is responsible for all the correspondence of the Corporation; and
 - (iii) shall carry out his duties under the direction of the President and the Board.
 - (c) the Treasurer or, in the event of his absence or disability, another member of the Board designated by the Board, 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) a budget for the forthcoming fiscal year of the Corporation; and

(B) an audited statement for the most recently completed fiscal year of the Corporation.

11.4 Where a Board consists of not more than three (3) persons, those persons may perform the duties of the officers of the Corporation in such manner as the Board may direct.

MAJORITY VOTE AND QUORUM OF THE BOARD

12.1 At meetings of the Board, all matters shall be determined by majority vote, and in the event of a tie vote, the chairman is entitled to a casting vote in addition to his original vote.

12.2 A quorum at a meeting of the Board shall be a majority of the members of the Board.

12.3 A meeting of the Board may be held by electronic means, or other communication facilities, if such methods enable all members to hear each other

(a) A Board member participating by electronic means is deemed to be present at the meeting.

WRITTEN RESOLUTIONS

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

SEAL OF THE CONDOMINIUM CORPORATION

14.1 The Corporation shall have a Corporate seal which shall not be used except:

(a) under the authority of a resolution of the Board given prior to its use; and

(b) in the presence of not less than two (2) members of the Board who shall sign the instrument to which the seal is affixed.

14.2 Notwithstanding subsection 14.1, where there are not more than two (2) members of the Corporation, one member may be authorized by the Board to use the Corporate seal and sign the instrument to which the seal is affixed.

SIGNING AUTHORITY

15.1 The Board shall prescribe, by resolution:

(a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the Corporation seal; and

(b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

POWERS OF THE BOARD

- 16.1 The Board shall:
- (a) meet at the call of the President to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit; and
 - (b) meet when any member of the Board gives to the other members not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting.
- 16.2 The Board may employ for, and on behalf of, the Corporation, such agents and employees as it thinks fit in connection with the control, management and administration of the real and personal property of the Corporation and the Common Property, and in that respect may authorize those persons to exercise the powers of, and carry out the duties of, the Corporation.
- 16.3 The Board may, subject to any restrictions imposed upon directions given to it at a General Meeting of the Corporation, delegate to any of its members or to another person any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

DUTIES OF THE BOARD

- 17.1 The Board shall:
- (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
 - (b) prepare financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation, for each Annual General Meeting;
 - (c) maintain financial records of all the assets, liabilities and equity of the Corporation;
 - (d) submit to the Annual General Meeting an annual report consisting of the financial statements and such information as the Board may determine or as may be directed by a resolution passed at a General Meeting;
 - (e) subject to any valid restriction imposed or direction given pursuant to a resolution passed at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation, and every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith;
 - (f) cause minutes to be kept of General Meetings of the Owners and, upon the written request and at the expense of the person so requested, provide copies thereof to Owners and to mortgagees 'Who have notified their interests to the Corporation.

PROCEDURE

- 18.1 All meetings of the Board and General Meetings shall be conducted according to the rules of procedure adopted by the Board.

SPECIAL GENERAL MEETINGS OTHER THAN AN ANNUAL GENERAL MEETING

- 19.1 The Board:
- (a) shall, upon the written request of the Owners entitled to vote and who represent fifteen (15%) percent of the total Unit factors for the Units, convene a **Special General Meeting, and shall convene such Special General Meeting within 30 days of receiving the written request to hold such a Special General Meeting;** and
 - (b) may, whenever it considers it proper to do so, convene a **Special General Meeting, on 14 days' notice to the Owners.**

NOTICE OF GENERAL MEETINGS

- 20.1 Where an Annual General Meeting or a **Special General Meeting** is to be convened, the Board shall, not less than **fourteen (14)** days prior to the day upon which the meeting is to be held, give to each owner written notice of the meeting stating:
- (a) the place, date and time at which the meeting is to be held;
 - (b) **the current financial statement of the Corporation, an annual reserve fund report, and the Corporation budget for the next fiscal year;** and
 - (c) the nature of the special business, if any, to be dealt with at the meeting.
- 20.2 Upon being notified by a mortgagee entitled to vote under the Act, or these Bylaws or the mortgagee's mortgage that it wishes to be notified of General Meetings, the Board shall give to that mortgagee the same notices required to be given under subsection 20.1 to the Owner.
- 20.3 **An Annual General Meeting shall be held in each calendar year, and not more than 15 months shall elapse since the last Annual General Meeting.**
- 20.4 **Notwithstanding the date of the Annual General Meeting, the Corporation shall provide the Owners with a copy of the budget for the next fiscal year not less than thirty (30) days prior to the start of the next fiscal year.**
- 20.5 **The requirement to provide an annual reserve fund report shall include the forecasted projects to be paid from the reserve fund and the expenses to be paid from the reserve fund for the next fiscal year.**
- 20.6 An Annual General Meeting or a **Special General Meeting** or anything done at that meeting is not invalid by reason only that:
- (a) a Person, by accident, was not, in respect of that meeting, given a notice under subsection 20.1; or
 - (b) a Person did not in fact receive a notice given under subsection 20.1 in respect of that meeting.

- 20.7 The Corporation shall provide Owners with a copy of the draft minutes of any Annual General Meeting or Special General Meeting within 60 days of the Annual General Meeting or Special General Meeting.

QUORUM

- 21.1 Except as otherwise provided in these Bylaws, no business shall be transacted at an Annual General Meeting or a **Special General Meeting** unless a quorum of Persons entitled to vote is present or represented by proxy, at the time when the meeting commences;
- (a) any proxy granted to a condominium manager, or employee of the condominium manager or employee of the Corporation is void, unless given to establish quorum; and
 - (b) a proxy will expire on the date provided for on the proxy form, or 6 months from the date the proxy is granted or at such time as the Owner granting the proxy ceases to be an Owner in the Corporation, whichever date occurs first.
- 21.2 A quorum for an Annual General Meeting or a **Special General Meeting** consists of twenty (20%) of all the persons entitled to receive notice under Section 20.1 and 20.2 of these Bylaws being present in person or represented by proxy at that meeting, however, not more than one Person per Unit shall be counted for this purpose.
- 21.3 If within thirty (30) minutes from the time appointed for the commencement of an Annual General Meeting, or a **Special General Meeting**, a quorum is not present the meeting shall stand adjourned to the corresponding day in the next week at the same place and time; and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the commencement of the meeting, the Persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.

CONDUCT OF MEETINGS

- 22.1 The President or, in the event of his absence or disability, the Vice-President or, in the event of the absence or disability of the Vice-President, such other person as may be elected at the meeting, shall act as chairman of an Annual General Meeting or **Special General Meeting**.
- 22.2 The order of business at an Annual General Meeting and, as far as practicable at any other **Special General Meeting** shall be as follows:
- (a) call to order by the chairman;
 - (b) calling of the roll and certifying of proxies;
 - (c) proof of notice of meeting or waiver or proxies;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;

- (f) reports of committees:
- (g) election of members of the Board;
- (h) unfinished business;
- (i) new business;
- (j) adjournment.

SHOW OF HANDS

- 23.1 At any General Meeting, a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy, provided that a secret ballot in such manner as the chairman deems fit that is consistent with and in compliance with these Bylaws and the Act. Unless a poll so be demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the Act without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolutions.
- 23.2 If a Person demands a poll, that Person may withdraw that demand and upon the demand being withdrawn the vote shall be taken by a show of hands.

TAKING OF POLL

- 24.1 A poll, if demanded, shall be conducted in such manner as the Chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

TIE VOTE

- 25.1 In the case of a tie in a vote taken at an Annual General Meeting or a **Special General Meeting**, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

NUMBER OF VOTES

- 26.1 If a vote is taken by a show of hands, each Person entitled to vote has one vote.

VOTES AT AN ANNUAL GENERAL MEETING OR A **SPECIAL GENERAL MEETING**

- 27.1 Except for matters requiring a Special Resolution, all matters shall be determined by a majority vote.

MANNER OF VOTING

- 28.1 On a show of hands or on a poll, votes may be given either personally or by proxy.

APPOINTMENT OF PROXY

- 29.1 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 in nature or for a particular meeting, but a proxy holder need not be an Owner.

RESTRICTIONS ON VOTING

- 30.1 Except as provided for in subsection 30.2 of these Bylaws, or in the Act, there are no restrictions or limitations on an Owner's rights to vote at an Annual General Meeting or a **Special General Meeting**.
- 30.2 Where, at the time of the Annual General Meeting or a **Special General Meeting**, an Owner has not paid to the Corporation all Owners Contributions that are due and owing in respect of his Unit, the Owner is ineligible to cast a vote at that meeting in respect of any resolution other than a special resolution.
- 30.3 An Owner's ineligibility to cast a vote does not affect the right of the mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.

VOTE BY CO-OWNERS

- 31.1 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 1 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.
- 31.2 Any Co-owner may demand that a poll be taken.

SIGNED RESOLUTION – MAJORITY VOTE

- 32.1 A resolution of the members of the Corporation 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 the meeting.

CAPITAL REPLACEMENT RESERVE FUND

- 33.1 The Board shall establish and maintain a fund called a Capital Replacement Reserve Fund to be used for the repair or replacement of:
- (a) any real and personal property owned by the Corporation; and

(b) the Common Property;

where the repair or replacement does not occur annually.

33.2 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.

FAILURE TO COMPLY WITH BYLAWS

34.1 (a) The Board may enforce the Bylaws in any manner provided for in the Act, including the proceedings provided for in **Section 39.2 and Section 36** of the Act for recovery of a penalty of not more than \$200.00 in respect of each contravention of the Bylaws, in the same manner as would be applicable if the Units were residential Units as defined in the Act;

(b) The Board may by resolution deny access to some, or all, of the Common Property for a period not exceeding 30 days to any Occupant (as defined in Bylaw 37.1) who, or whose guest, has contravened any Bylaw;

(c) Any infraction or violation or default under these Bylaws or any rules and regulation established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invites or tenants that has not been remedied within 10 days of having received written notification from the Corporation to do so, may be remedied by the Corporation. The Corporation is entitled to recover any costs associated with remedying such infractions, violations or defaults including legal costs on a solicitor and own client full indemnity basis. Such costs shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs were incurred by the Corporation and are due and payable on the date of payment of such monthly assessment and subject to interest charges until paid;

(d) The Corporation may recover from an Owner, by an action in debt in any Court of competent jurisdiction, any sum of money which the Corporation incurs in its enforcement of the Bylaws or any rules, regulations or policies established pursuant to these Bylaws for which 10 days prior written notice has been given by the Corporation;

All costs associated with such action in debt, in addition to any judgment awarded, including but not limited to legal costs on a solicitor and own client full indemnity basis, shall be payable to the Corporation.

TENANTS

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

AMENDMENT OF BYLAWS

36.1 Notwithstanding Bylaw 20 of these Bylaws, 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 replacement not less than fourteen (14) days prior to the day upon which the special resolution is to be voted on.

RESTRICTIONS OF USE

37.1 In this Bylaw:

- (a) **"Common Facilities"** means improvements upon the Common Property, real or personal, designated to be property to be used in common by all Occupants and Owner;
- (b) **"Occupant"** means anyone present on a Unit or in or upon the Common Property with the authority of an Owner (and includes an Owner);
- (c) **"Project"** means all the land including all Units and Common Property comprising the development commonly known as Carefree Resort at Gleniffer Lake;
- (d) **"Recreational Vehicle"** means a motor home, a trailer, a fifth-wheel, or a park model trailer (including 12' wide park models, which meet CSA 2241 or equivalent standards and bear a label of certification) or any other temporary sleeping accommodations, expressly excluding mobile homes, tents and any other structures which could be considered fixtures or appurtenances to real property in addition to the above, 12' wide cottage style models must conform to the County of Red Deer Land Use Regulations for Bare Land Condominiums.

37.2 **An Occupant shall not:**

- (a) use any Unit for any purpose other than the parking of Recreational Vehicles and ancillary activities thereto as permitted by the Corporation and its Board;
- (b) use any Unit for the purpose of commercial purposes without written permission from the Board of Directors;
- (c) use or enjoy the Common Property in such a manner as to unreasonably interfere with its use and enjoyment by other Occupants of the Project;
- (d) use his Unit in a manner or for a purpose that would cause a nuisance or hazard to any other Occupant of the Project;
- (e) carry on or permit to be carried on in or from any Unit or use any Unit for purposes which are illegal, unlawful, immoral or in contravention of any rule, regulation, resolution, bylaw, ordinance or statute promulgated by the Corporation, the Board or any governmental authority;
- (f) make undue noise in his Unit or on or about the Common Property;
- (g) after 11:30 p.m. continue any activity deemed by the Manager to be a potential annoyance to other Occupants;

- (h) keep any animal, livestock, fowl or pet of any kind on or in the Project without the specific approval of the Board except that one dog and one cat, or combination of, may be kept on the Unit;
- (i) whenever the animal, livestock, fowl or pet is off the Unit, the responsible person must ensure the animal or pet is leashed and not allow to defecate on any area of the Project without immediately removing the same to an appropriate disposal area.
- (j) place or erect on any Unit any structure except those which comply with Bylaw 37.6;
- (k) plant on any Unit or on the Common Property any poplar or willow tree;
- (l) remove from any Unit or the Common Property any chattel, fixture, erection or other installation thereon, made by the Corporation or on behalf of the Corporation, without the approval of the Board, and shall not make any alteration to the Unit and any of the Common Property component therein without the approval of the Board first obtained;
- (m) use the Unit for any purpose which may be injurious to the reputation of the Project;
- (n) permit a television antenna or similar structure or appurtenances thereto to be erected on or fastened on any Unit except in connection with a common television antenna, satellite system or internet system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
- (o) obstruct a sidewalk, walkway, passage, driveway or parking area, except temporarily for ingress or egress directly to and from his Unit;
- (p) permit the Unit to be occupied overnight by more than 9 persons (whether adult or minor) except with the prior approval of the Board;
- (q) permit, erect or cause to be erected or remain on the Common Property any structure, barrier or any other matter or thing of a permanent or semi-permanent nature except with the prior approval of the Board;
- (r) effect repairs or adjustments to automobiles on the Project, nor shall any vehicles other than private passenger automobiles, station wagons, vans or pickup trucks be brought onto the Project without the written permission of the Board or its Manager, save in the course of delivery to or removal from the Unit;
- (s) to permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns in the Common Property and shall not place their chairs, tables, children's play-things, devices or toys or other objects on such lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of such lawns or the maintenance of such grounds generally;
- (t) deposit household refuse and garbage outside his Recreational Vehicle other than in the manner prescribed by the Board;

- (u) use or permit use of any part of the Common Property, other than portions thereof designated for such use by the Board, to park or store motor vehicles, boats, or other chattels, or use any part of the Common Property for purposes other than as designated for or assigned by the Board;
- (v) allow his Unit to become unsanitary, untidy or unsightly in appearance in the opinion of the Board or its Manager;
- (w) erect, place, allow, keep or display signs, billboards, advertising matter or displays of any kind on the Common Property or on or about any Unit without the prior approval of the Board, except for one real estate or for sale sign not exceeding 12 inches by 8 inches (30cm by 20cm) in size; placed upon the Units except as authorized by the Board;
- (x) trespass on another Occupant's Unit and shall not permit his family or guests to trespass on another Occupant's Unit;
- (y) allow the area in and around his Unit to become untidy; provided that the Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to any Unit to its satisfaction and charge the expense to the Occupant of such Unit;
- (z) do any Act or thing or neglect or fail to do any Act or thing which would render invalid any insurance in force and maintained by the Corporation or in its favour or which would increase the premium therefore;
- (aa) operate automobiles or any other vehicles on a Unit or on the Common Property at a speed in excess of 18 kilometers per hour;
- (bb) operate snowmobiles, or off highway and all-terrain vehicles on any Unit or the Common Property, unless authorized by the Board, except one golf cart per Unit. Golf carts must be registered with the Corporation and operated by a person with a valid driver's licence. Any modifications to a golf cart (raising cart, motor modifications, larger tires, extra seating, etc.) must be inspected and approved prior to being registered or the beginning of such alterations. All golf carts must display the approved identification as required by the Board. Golf carts must only be operated on roads within Carefree Resort, not on the common grassed areas or pathways. Owners must carry liability insurance. Proper affixed lighting front and rear is required on golf carts, if operated at night. Resort owned and operated equipment is not subject to this Bylaw. Operation of all golf carts must comply with current resort policies as set out by the Board; and
- (cc) have open fires anywhere on the Project or Common Property except where as defined in Section 37.6:
- (dd) shoot at, hunt or kill wildlife or use firearms, bows, arrows, slingshots or air guns in or on the Project;
- (ee) park or bring into, or permit to be parked or brought into the Project any Recreational Vehicle or motor vehicle (including snowmobiles, motorcycles, or off-highway and all-terrain vehicles) at any time without the prior approval of the Board or its Manager;

provided that the Owner of each Unit shall, subject to the other provisions of these Bylaws, be deemed to have approval to bring into the Project and park on or in his Unit one (1) recreational vehicle and two (2) automobiles or trucks;

- (ff) use Restricted Facilities except with approval of the Board;
 - (gg) set off or allow to set off, at any time any type of fireworks on the Project except with approval of the Board;
 - (hh) abuse, either physically or verbally, any employee or persons authorized by the Corporation to perform duties for the Corporation;
 - (ii) play golf on his Unit or any Common Property of Carefree Resort.
- 37.3 An Owner shall ensure that his occupants comply with all requirements that the Owner must comply with.
- 37.4 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.
- 37.5 Use of Restricted Facilities shall be subject to the control of the Board which shall:
- (a) limit access to Restricted Facilities to those Unit Owners who shall have contributed to the capital cost thereof;
 - (b) designate exclusive use areas within a Restricted Facility, if such designation shall be appropriate to the use thereof, among Unit Owners entitled to access to such Restricted Facility;
 - (c) maintain the Restricted Facility and allocate the cost thereof among the Unit Owners entitled to the use thereof as Owners Contributions.
- 37.6 Accessory structures constructed or placed upon a Unit must be approved by the Board and must comply with the following standards:
- (a) Fences shall be chain link, 42 inches to 48 inches high, constructed of galvanized or vinyl coated steel mesh, except with the express written permission of the Board;
 - (b) Sheds shall be constructed with a maintenance free exterior, not exceeding 80 square feet of floor space, except with the express written permission of the Board, and must conform to the building standards as established by the Board. Limit of one (1) per Unit;

- (c) Decks shall not exceed 500 square feet in area, and deck railings shall not exceed 65 inches (1.65 meters) in height, except with the express written permission of the Board;
- (d) The design and structure of a sunroom, add-a-room, or screened structure of any kind, whether permanent or temporary must be expressly approved in writing by the Board;
- (e) Awnings of a permanent nature shall be constructed and designed according to the guidelines as set out by the Board and may not cover an area greater than 500 square feet without the express written approval of the Board. Awnings must be placed so as to be adjacent or attached to the Recreational Vehicle;
- (f) The total square footage of the Recreational Vehicle and all accessory structures shall not exceed 60% of the total area of the Unit.
- (g) All construction must have an approved development permit from the Corporation with supporting code requirements, if required, prior to the commencement of work.
- (h) One fire pit per Unit will be allowed and must comply with the regulations as set out by the Board.

37.7 Notwithstanding subsections 2.1(h) and 37.2, all Recreational Vehicles placed on a Unit must have prior approval from the Board.

RENTAL OF UNIT

38.1 An Owner of a Unit shall not rent the Owners Unit until the Owner has given notice to the Corporation of the Owner's intention to rent the Unit, setting out;

- (a) the address at which the Owner may be served with a notice given by the Corporation under Section 54 or an originating notice or order referred to in Section 55 or 56 of the Act, and the amount of rent to be charged for the Unit;
- (b) if an Owner of a Unit rents the Owners unit, it is a condition of the tenancy, notwithstanding anything in the tenancy agreement, that any person in possession of the Unit shall not;
 - (i) cause damage to the real or personal property of the Corporation or the common property; or
 - (ii) contravene the Bylaws;
- (c) the Owner of a Unit shall give the Corporation written notice of the name of the tenant renting the Unit within 20 days from the commencement of the tenancy;
- (d) within 20 days after ceasing to rent the Owner's Unit, the Owner shall give the Corporation written notice that the Owner's Unit is no longer rented;
- (e) The Corporation may give a tenant renting a Unit, a notice to give up possession of

the Unit if any person in possession of the unit;

- (i) Causes damage, other than normal wear and tear, to the real or personal property of the Corporation or the common property; or
 - (ii) Contravenes a Bylaw;
- (f) When the Corporation gives a tenant a notice under Subsection 38.1(e) of the Corporations Bylaws, the tenant shall give up possession of the Unit and notwithstanding the residential Act or anything contained in the tenancy agreement between the tenant and the tenant's landlord. The tenancy agreement terminates on the last day of the month immediately following the month in which the notice is served on the tenant;
- (g) A notice given under Subsection 38.1(e) of the Corporations Bylaws shall be served on the tenant and tenants landlord.

INSURANCE

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

- (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
- (b) coverage to the full replacement value of all buildings and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- (c) adequate boiler insurance if any boilers or pressure vessels exist;
- (d) coverage for such other risks or causes as the Board may determine or as may be determined by special resolution of the Corporation;
- (e) that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Unit Owner or the Corporation the insurance may only be subject to forfeiture or defence or breach of condition insofar as the separate interest of the Person or party in breach are concerned;
- (f) that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any mortgagee in any way or to any extent;
- (g) standard mortgagee endorsements in favour of all mortgagees who have notified their interests to the Corporation.

Nothing in this section 39.1 shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the Ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

Notwithstanding the foregoing, an Owner may, and upon the written consent of his mortgagee an Owner shall, carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner.

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.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the Ownership use of the Condominium Units therein, and all Common Property owned by the Corporation. Limits of liability under such insurance shall not be less than \$1,000,000 for any one person injured or for any one accident and shall not be less than \$500,000 for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another named insured.

39.2 Where there is a change in the Corporation's insurance policy, be it the limit of insurance, deductible amounts, replacement value of the insurance coverage or additional permitted exclusions, the Corporation shall notify all owners of such change in the insurance policy and deliver a copy of the insurance certificate to all owners within 30 days of the receipt of such amended insurance certificate.

39.3 An Owner shall be liable for any insurance deductible for an insurance claim that arises from his Unit, to a maximum of \$50,000.00, or such other amounts as the Regulations may prescribe;

(a) The Corporation may recover any other amounts from an Owner of a Unit if damage to the common property is because of the Owners negligence or intentional infliction of damage to the common property through application to the Court.

ASSESSMENTS AND BUDGETS

40.1 The Common Expenses of the Corporation shall, without limiting the generality hereof, include the following:

(a) all levies or charges on account of electricity, water, gas, fuel service and other services supplied to the Corporation for the Common Property;

(b) management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;

(c) all the charges on account of lawn maintenance and for ice, snow and debris

removal from Common Property;

- (d) all charges on account of lighting fixtures situated on Common Property;
- (e) all charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these Bylaws;
- (f) all charges on account of maintenance for Common Property for which the Corporation is responsible under these Bylaws;
- (g) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- (h) all levies or charges on account of utilities or services supplied to all Units.

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

- 40.3 Restricted Facilities Expenses shall include all expenses incurred in maintaining and servicing Restricted Facilities, together with a reasonable surcharge for the Corporation's administration costs, and shall be assessed to the Unit Owners entitled to access to such Restricted Facilities in equal shares or on such other basis as may from time to time be determined by the Board as a fair and reasonable method of allocating such

expenses.

- 40.4 Fifteen days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner:
- (a) a copy of the budget for the ensuing fiscal year which shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year, including a reasonable provision for contingencies and replacements; and
 - (b) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit factors as shown in the Condominium Plan or such other method as determined by the Owners by resolution of the Owners.
- 40.5 At such intervals as shall be deemed appropriate by the Board, the Corporation shall deliver or mail to each affected Owner a notice of the assessment for his contribution towards Utility Expenses and Restricted Facility Expenses.
- 40.6 (a) The Common Expenses set forth in each assessment shall be payable to the Corporation or to any other person, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, as determined by the Board;
- (b) Assessments of Utilities Expenses and Restricted Facilities Expenses shall be paid within 30 days after the mailing of notices of such assessments.
- 40.7 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 bear interest at the rate of 12% per annum from the date when due until paid, plus all administrative assessments. All payments of account shall be applied to interest and administrative assessments, and then to the assessment payment first due.
- 40.8 The omission by the Board to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligation to pay the assessments or special contributions or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his Owners Contributions by waiver of the use or enjoyment of any of the Common Property, by vacating or abandoning his Unit, or by declining to use utilities or services supplied to his Unit.
- 40.9 If the Corporation wishes to levy any special levy for capital improvements in the project, the Corporation must:
- (a) provide a notice to all Owners setting out the need for such special levy for capital improvements;
 - (b) obtain a special resolution of the Owners prior to the levying of the special levy; and
 - (c) any excess funds collected after the capital improvement has been completed shall be

paid to the capital replacement reserve fund.

ESTOPPEL CERTIFICATES

- 41.1 Any certificate as to an Owner's position with regard to expense assessments or otherwise, issued by an officer of the Corporation or the managing agent shall be deemed 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 Unit Owner: but this shall not relieve the Unit Owner or ex-Unit Owner if he has then disposed of his Unit from liability for all proper obligations of the said Unit owner whether Improperly stated in such estoppel certificate or not, and the same may be enforced in accordance with these Bylaws or the Act or as ordinary debts due by the Unit Owner or ex-Unit Owner to the Corporation.

NOTICE OF DEFAULT OF MORTGAGEES

- 42.1 Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee.

NON-PROFIT CORPORATION

- 43.1 The Corporation is not organized for profit. No member, member of the Board or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, distributed to, or enure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:
- (a) reasonable compensation may be paid to any member or Manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
 - (b) any member or Manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

RIGHTS OF MORTGAGEES

- 44.1 Where an Owner's interest is subject to a registered mortgage, a power of voting conferred on an Owner by the Act or these Bylaws:
- (a) if an Ordinary Resolution is required, it 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 not be exercised by the Owner unless the mortgagee is not present personally or by proxy.
- 44.2 Section 44.1 does not apply unless the mortgagee has given written notice of his mortgage to the Corporation.

- 44.3 A mortgagee may exercise his right to vote personally or by proxy.
- 44.4 Upon the written request of a mortgagee of a Unit the Corporation shall, within 20 days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- (a) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (b) the particulars of
 - (i) any action commenced against the Corporation and served upon the Corporation;
 - (ii) any unsatisfied judgment or order for which the Corporation is liable; and
 - (iii) any written demand made upon the Corporation for an amount in excess of \$5,000 that, if not met, may result in an action being brought against the Corporation;
 - (c) the particulars of or a copy of any subsisting management agreement;
 - (d) the particulars of or a copy of any subsisting recreational agreement;
 - (e) a copy of the budget, if any, of the Corporation;
 - (f) a copy of the financial statement, if any, of the Corporation;
 - (g) a copy of the Bylaws of the Corporation;
 - (h) a copy of any minutes of proceedings of a General Meeting of the Corporation, or of the Board;
 - (i) copies of the policies of insurance placed by the Corporation.

NOTICES

- 45.1 Any notice 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, or by telegraphing it prepaid to such Owner at his address as the same appears in the books of the Corporation. Any notice sent by post 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 post, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office or into one of Her Majesty's letter boxes.
- 45.2 All notices with respect to any Unit to which two or more Persons are jointly entitled shall be addressed to all such Persons and served upon any one of such Persons and notice so

given shall be sufficient notice to all Owners of such Unit.

- 45.3 Any notice or document delivered or sent by post 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 in his stead in the books of the Corporation as the Owner or joint Owner thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all Persons, if any, jointly interested with him in such Unit.
- 45.4 The signature of any notice to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 45.5 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 is otherwise provided be counted in such number of days or other period.
- 45.6 A certificate of the secretary or other duly authorized officer of the Corporation in office at the time of the making of the certificate as to the facts in relation to the mailing or telegraphing or delivery or posting up of any notice to any owner shall be *prima facie* evidence thereof.
- 45.7 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.