

BYLAWS OF RANGEVIEW HOMEOWNERS ASSOCIATION

INTERPRETATION

1. In the Bylaws:
 - (a) the headings and captions used are for convenience of reference only and do not define, limit or describe any of the provisions or the scope and intent of the Bylaws;
 - (b) references to the singular shall be considered to include the plural, as the context requires;
 - (c) references to the masculine gender includes correlative words of the feminine and neuter genders;
 - (d) references to the word “person” includes a natural person or any other entity;
 - (e) reference to a natural person includes executors or administrators and any reference to an “entity” includes the entity’s successors and permitted assigns;
 - (f) references to “including” or “includes” or any variation thereof is not limiting;
 - (g) if any provision of the Bylaws is deemed illegal or unenforceable, such provision shall be deemed to be separate and severable from by Bylaws or the Rules and Regulations, as applicable, without affecting any other provision of the Bylaws; and
 - (h) references to any resolutions to be passed or votes to be taken, unless specifically stated to be passed or taken pursuant to a Special Resolution shall be deemed to refer to passing of the resolution or taking of the vote pursuant to an Ordinary Resolution.
2. Unless defined elsewhere in the Bylaws, capitalized terms used in the Bylaws have the following meaning:
 - (a) “**Act**” means the *Societies Act* R.S.A. 2000, c. S-14.
 - (b) “**Associate Member**” a means a person, provided such person actually resides in a Residential Unit, designated by the Board to be granted use of the HOA Amenities in accordance with the rules and regulations applicable to such membership.
 - (c) “**Board**” means the board of Directors of the HOA.
 - (d) “**Bylaws**” means these bylaws of the HOA, as amended from time to time.
 - (e) “**Cash Deficiency**” means any negative dollar amount determined by subtracting the Costs from the total of the revenues received by the HOA.

- (f) “**Certificate of Title**” means the document issued by the Alberta Land Titles Office evidencing ownership of, and registrations encumbering, a Residential Unit.
- (g) “**Chairperson**” means, with respect to a Voting Members’ Meeting President of the Board and in President’s absence, Vice-President of the Board and in the absence of both President and Vice-President of the Board, the Director elected by more than one half of those Voting Members present at a meeting and permitted to vote, to sit as the Chairperson of that meeting.
- (h) “**Commercial Lot**” means a subdivided parcel of land located within the Subdivision for which a Certificate of Title is issued and the zoning for which would permit construction of commercial premises and such construction would not be prohibited by any restrictive covenant affecting the title to such Commercial Lot.
- (i) “**Costs**” means the annual costs of operating the Facilities and providing services to the Members as more particularly described in paragraph 38.
- (j) “**Developer**” means Section23 Developments Ltd. and its successors and assigns and nominees, including such party as may be identified in writing to the HOA, by the Developer, as developing lands within the Subdivision.
- (k) “**Director**” means a director of the Board, elected in accordance with Article 10 of the Bylaws.
- (l) “**Encumbrance**” means the instrument, as amended, from time to time, which may be registered on the Certificate of Title to a residential unit at the Alberta Land Titles Office and which secures the annual rent charge, additional costs and an adjustment amount for an increase in the consumer price index for the Municipality, to be paid to the HOA by the Owner, title holder(s) of that Residential Unit, for the purpose of forming an enforceable encumbrance in accordance with the provisions of the *Land Titles Act* (Alberta) and the *Law of Property Act* (Alberta), which annual rent charge and additional costs may vary according to the location of the Residential Unit within the Subdivision.
- (m) “**Facilities**” means the HOA Amenities and all real and personal property at any time owned or leased by the HOA.
- (n) “**Family Member**” means with respect to each Residential Unit, the following:
 - (i) if a Residential Unit has more than one (1) Owner, any Owner of a Residential Unit who is not designated as the Primary Homeowner Member, provided the Owner(s) of such Residential Unit have not designated a tenant to be the Primary Homeowner Member;
 - (ii) spouse (whether legally married to or not) of the Primary Homeowner Member;

- (iii) children or grandchildren of the Primary Homeowner Member under the age of 25; or
- (iv) children or grandchildren of the persons described in (i) and (ii) above under the age of 18,

provided such Owner, spouse or children actually reside upon the Residential Unit of the Primary Homeowner Member, and provided such membership shall only be in effect during such periods that the Primary Homeowner Member is in Good Standing. A Family Member residing upon the Residential Unit of the Primary Homeowner Member and over the age of 25 may apply to become an Associate Member.

- (o) **“Good Standing”** means with respect to each Member, observance of, and complying with, the Bylaws, Rules and Regulations and if applicable, the Encumbrance, including without limitation payment of all fees, deposits or other charges required to be paid to the HOA by the Member and no later than forty-five (45) days following a written request by the HOA for payment of such fees, deposits or other charges.
- (p) **“HOA”** means Rangeview Homeowners Association, a society incorporated under the Act.
- (q) **“HOA Amenities”** means the improvements set out in Schedule “C”, as such Schedule may be amended or supplemented to by the Developer from time to time, which are constructed or to be constructed by the Developer together with the lands upon which such improvements are located, including without limitation enhanced landscaped areas on City of Calgary streets, lands or open spaces and special features installed on City of Calgary streets, lands or open spaces for which either the Developer or the HOA has entered, or is obligated to enter, into agreements with the City of Calgary.
- (r) **“Member”** means a subscriber to the Bylaws named in Schedule “A” to the Bylaws or the Developer until any of whom resigns, Primary Homeowner Member, Family Member, Associate Member and Voting Member and **“Members”** means collectively all of the subscribers to the Bylaws named in Schedule “A” to the Bylaws (or those of them that have not resigned), the Developer (until it resigns) and the Primary Homeowner Members, Family Members, Associate Members and Voting Members.
- (s) **“Municipality”** means the City of Calgary.
- (t) **“Officer”** means any of President, Past-President, Vice-President, Secretary or Treasurer of the HOA appointed from amongst the Directors, or any nominee of whom as appointed by the Board, and **“Officers”** means all of President, Vice-President, Secretary or Treasurer of the HOA appointed from amongst the Directors or any nominee of whom as appointed by the Board.

- (u) **“Ordinary Resolution”** means a resolution:
 - (i) passed at a Properly Convened meeting of the Voting Members by a vote of more than fifty percent (50%) of the Voting Members who, vote in person or by proxy; or
 - (ii) consented to in writing by more than fifty percent (50%) of all the Voting Members who would have been entitled to vote at a meeting of the Voting Members in person or by proxy.
- (v) **“Owner”** means the individual or entity named on the Certificate of Title to a Residential Unit and **“Owners”** means all individuals or entities or a combination thereof, named on the Certificate on Title to a Residential Unit.
- (w) **“Primary Homeowner Member”** means with respect to each Residential Unit, one (1) of the following:
 - (i) the Owner, or if there is more than one Owner, the Owner who has been designated by the Owners (by notice in writing to the HOA) to be the Primary Homeowner Member, and in the absence of such designation the first person named as owner on the Certificate of Title to the Residential Unit, which person shall reside upon the Residential Unit;
 - (ii) if the Owner is not an individual, then, the individual appointed by the Owner (by notice in writing to the HOA) to be the Primary Homeowner Member, which individual resides upon the Residential Unit; or
 - (iii) a tenant residing on a Residential Unit who has been designated by the Owners (by notice in writing to the HOA) to be the Primary Homeowner Member and which designation has not been revoked by the Owners, which person shall reside upon the Residential Unit, provided however, no tenant designation shall be effective during any period that the Owner is not in Good Standing.
- (x) **“Properly Convened”** means with respect to a meeting, existence of a Quorum and provision of notice as required pursuant to the Bylaws, provided that accidental irregularities in giving of notice of any meeting or the non-receipt of any notice shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not invalidate the holding of the meeting.
- (y) **“Proxy”** has the meaning ascribed to in paragraph 12(g) of the Bylaws.
- (z) **“Quorum”** means in the case of meeting of the Voting Members, subject to subparagraph 12(b) of the Bylaws, presence of at least of five percent (5%) of the persons entitled to vote in person or by proxy or fifty (50) Voting Members, and in the case of meeting of the Directors, subject to subparagraph 29(b) of the Bylaws, presence of not less than fifty percent (50%) of the Directors.

- (aa) “**Rent Charges**” has the meaning ascribed to such term in the Encumbrance.
- (bb) “**Residential Unit**” means
 - (i) a subdivided parcel of land located within the Subdivision for which a Certificate of Title is issued and the zoning for which would permit construction of a residential dwelling thereon and such construction would not be prohibited by any restrictive covenant affecting the title to such residential lot; or
 - (ii) a condominium unit located with the Subdivision for which a Certificate of Title is issued and for which the zoning and bylaws for which would permit occupancy as a residential dwelling thereon.
- (cc) “**Rules and Regulations**” means the rules and regulations made by the Board from time to time governing the use of the Facilities or conduct of the Members in using the services.
- (dd) “**Special Resolution**” means a resolution:
 - (i) passed at a properly convened meeting of the Voting Members by a vote of not less than seventy five percent (75%) of the Voting Members who, vote in person or by proxy;
 - (ii) proposed and passed as a special resolution at a properly convened meeting of the Voting Members, if all the Voting Members entitled to vote at the meeting so agree; or
 - (iii) consented to in writing by seventy five percent (75%) of the Voting Members who would have been entitled to vote at a meeting of the Voting Members in person or by proxy.
- (ee) “**Subdivision**” means the lands described and as more particularly set out on the attached plan in Schedule “B”, on which all Residential Units and Commercial Lots are, or will be located.
- (ff) “**Turnover Date**” has the meaning ascribed to such term in the Encumbrance.
- (gg) “**Voting Members**” means a subscriber to the Bylaws as set out in Schedule “A” and the Developer, until any of whom resigns and with respect to each Residential Unit:
 - (i) the Owner, or if there is more than one Owner, the Owner who has been designated by the Owners (by notice in writing to the HOA) to be the Voting Member, and in the absence of such designation the first person named as owner on the Certificate of Title to the Residential Unit, provided that the amount secured by the Encumbrance against that Residential Unit is not in arrears; or

- (ii) a tenant of the Owner who has been designated by the Owners (by notice in writing to the HOA) to be the Voting Member and which designation has not been revoked by the Owners, which person shall reside upon the Residential Unit, provided that the amount secured by the Encumbrance is not in arrears.

REGISTERED OFFICE

- 3. The HOA shall initially maintain a registered office at **#320, 110 Quarry Park Boulevard SE, T2C 3G3** in the City of Calgary, Province of Alberta or any other address determined from time to time by the Board to which all communications and notices may be sent and at which all process may be served.

MEMBERS

- 4. The HOA shall be made up of the Members. For greater clarity:
 - (a) a condominium corporation itself, shall not be entitled to be a Member;
 - (b) an owner of a Commercial Lot or a tenant thereof, shall not be entitled to be a Member unless such owner or tenant or a Family Member of such owner or tenant actually resides on the Commercial Lot and provides all documentation reasonably requested by the HOA for the purposes of confirming such residency;
 - (c) if there is any disagreement or dispute between the Owners in determining whether a person or entity is entitled to be a Voting Member, the Directors may at their sole discretion adjudicate any such disagreement or dispute by designating the Voting Member, provided that any such adjudication shall be premised on the assumptions that:
 - (i) a Voting Member shall be an individual resident in the Subdivision;
 - (ii) there be one (1) Voting Member with respect to each Residential Unit, and
 - (iii) the above conditions in subparagraph 4(c)(i) and (ii) do not apply to the Developer;
 - (d) each Member's rights shall only be in effect if the Member is in Good Standing and if the rights of the Member have not been suspended pursuant to the Bylaws. For clarity, a Member's obligations pursuant to the Bylaws shall remain during any period of time that the Member is not in Good Standing or the Member has been suspended pursuant to the Bylaws;
 - (e) each Voting Member is a Member and shall not be entitled to resign as a Member for so long as the Residential Unit is owned by the Owner.

REGISTER OF MEMBERS

5. The HOA:
- (a) shall maintain a register of the Voting Members, Primary Homeowner Members, Associate Members and Family Members in a form determined by the Board;
 - (b) shall on a periodic basis, in the frequency as deemed necessary by the Board, and in any event at least forty-five (45) days prior to each Annual General Meeting, update the register referenced in subparagraph 5(a) to reflect the then current register of the Voting Members, Primary Homeowner Members, Associate Members and Family Members; and
 - (c) may include the following particulars with respect to each Voting Member, Primary Homeowner Member, Associate Member or Family Member in the register:
 - (i) full name of the Member;
 - (ii) residential address of the Member (including postal code);
 - (iii) an e-mail address or other electronic communication address;
 - (iv) the date on which the Member is admitted as a Member, (v) the date on which the Member ceases to be a Member; and
 - (v) class of the Member's membership (Voting Member, Primary Homeowner Member, Associate Member or Family Member), provided that the HOA shall obtain such particulars required pursuant to the Act.

MEMBERSHIP CARDS

6. The HOA shall issue a membership card to each Member; and such Membership cards:
- (i) may specify the type of membership held by that Member;
 - (ii) may provide secured access to certain HOA Amenities and Facilities by swipe or tap control;
 - (iii) may be provided and administered by smart phone application or other electronic means;
 - (iv) will at all times be the property of the HOA and if physical, will be returned to the HOA when the Member ceases to be a Member; and
 - (v) lost or stolen shall be replaced by the HOA upon request from the Member and payment of the replacement fee, if any, established by the Board from time to time.

**OBSERVANCE OF BYLAWS AND OTHER
RIGHTS AND OBLIGATIONS OF MEMBERS**

7. The Board and all Members shall observe and obey the Bylaws and Rules and Regulations as are applicable to each of them, as the Bylaws and Rules and Regulations are amended from time to time, whether or not such Bylaws and Rules and Regulations, or any part of them are registered with the Government of Alberta registry services. If any provision of the Bylaws or Rules and Regulation are or become illegal and unenforceable, such provisions shall be severed from the Bylaws or Rules and Regulations, as the case may be, without affecting any other provision of the Bylaws or Rules and Regulations.
8. With respect to rights and obligations of Members,
 - (a) each Member shall in addition to the provisions set out in paragraph 7:
 - (i) be entitled to use and enjoy the Facilities and any services from time to time provided by the HOA in common with all other Members unless the Member is suspended as a Member pursuant to a written notice from the Board or is otherwise not in Good Standing,
 - (ii) pay any fees or charges set by the Board from time to time in relation to use of the Facilities or obtaining the benefits of any services provided by the HOA, and
 - (iii) at all times maintain membership in the HOA.
 - (b) each Voting Member shall in addition to the rights and obligations set out in paragraph 7 and this paragraph 8:
 - (i) notify the HOA of:
 - (A) sale of, or transfer of title to, the Voting Residential Unit,
 - (B) if applicable, any change to particulars of Family Members or Primary Homeowner Members or Associate Members set out in the HOA's register of Members, and
 - (C) any change to any address for service of a Voting Member,
within fifteen (15) days of the applicable change;
 - (ii) pay any fees or charges set by the Board from time to time in relation to use of the Facilities, obtaining the benefits of any services provided by the HOA from time to time, to provide Membership Cards or record changes of address for service of Voting Members or as otherwise specifically set out in the Bylaws;

- (iii) be entitled to receive notice of the HOA's annual general meeting, propose resolutions to be voted on and vote on any resolutions to be voted on;
- (iv) stand to be elected as a Director or appointed as an Officer; and
- (v) be entitled to requisition an extra-ordinary meeting of the Voting Members by providing a written notice to the Board signed by Voting Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Voting Members.

MEETINGS OF VOTING MEMBERS

9. The HOA shall:

- (a) hold an annual general meeting and from time to time hold extra-ordinary meetings (being meetings other than an annual general meeting) in accordance with the Bylaws;
- (b) hold the first annual general meeting of the HOA within eighteen (18) months from the date on which the HOA is registered, at such place as the Directors may determine and hold subsequent annual general meetings at least once every calendar year, within fifteen (15) months after the holding of the last preceding annual general meeting, at such place as may be determined by the Directors;
- (c) conduct all meetings in accordance with Robert's Rules of Order and at a place, as notified by the Board, in the Municipality;
- (d) from time to time, and always within twenty one (21) days of a requisition of at least five percent (5%) of the Voting Members, convene an extra-ordinary meetings of the Voting Members; and
- (e) At least twenty-one (21) days' written notice (or such longer period as may be required by the Act) specifying the day, hour and place of every Voting Members' meeting, and in case of special business the general nature of such business, shall be served in one of the manners hereinafter provided on the Voting Members at the time such notice is served or if a record date has been fixed by the Directors, on the Voting Members registered in the Register of Voting Members as Voting Members at the record date as so fixed; PROVIDED ALWAYS that a meeting of the Voting Members may be held for any purpose, at any time and at any place without notice, if all the Voting Members entitled to notice of such meeting are present in person or represented thereat by proxy or if the absent Voting Members shall have signified their consent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived at any time by any Voting Member or the duly appointed proxy of a Voting Member. It shall not be necessary to give notice of any adjourned meeting.
- (f) Accidental irregularities in the notice of any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non-receipt of any

notice by any Voting Member or Voting Members, shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of such meeting.

- (g) The Board shall call a special general meeting of the Voting Members when required to do so by those person(s) who provide a written request to the Board specifying the nature of business to be transacted at the meeting and who hold at least ten (10%) percent of the votes entitled to be cast at a meeting of the Voting Members.
10. The order of business at a Properly Convened annual general meeting of the Voting Members, unless resolved to the contrary pursuant to an Ordinary Resolution of those Voting Members at the meeting, shall be as follows:
- (a) call to order by the Chairperson of the meeting;
 - (b) call the roll and certify proxies;
 - (c) proof of notice of meeting or waiver of notice;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of Officers;
 - (f) reports of committees;
 - (g) financial report/budget and appointment of auditors;
 - (h) unfinished business;
 - (i) ratification of past acts of the Directors and Officers;
 - (j) new business;
 - (k) election of Directors; and
 - (l) adjournment.
11. All business shall be deemed special that is transacted at an extra-ordinary meeting. All business shall be deemed special that is transacted at an annual general meeting, with the exception of consideration and approval of the matters described in paragraph 10 of the Bylaws.

PROCEEDINGS AT VOTING MEMBERS' MEETINGS

12. At any annual general meeting or extra-ordinary meeting of the Voting Members:
- (a) no business shall be transacted unless a Quorum of persons entitled to vote is present at the time when votes are being cast;

- (b) if within fifteen (15) minutes from the time set for a meeting of the Voting Members, a Quorum is not present, subject to three (3) directors or fifty percent (50%) of the Directors (whichever is the least) being present, the meeting shall proceed and the Voting Members personally present or represented by proxy shall be a Quorum for the purposes of that meeting;
- (c) each Voting Member, who is in Good Standing at least thirty (30) days prior to any meeting, shall be entitled to one (1) vote, except the Developer shall be entitled to 2,933 votes (being the estimated number of Residential Units in the Subdivision) less one (1) vote for each Residential Unit which has an Owner;
- (d) unless a poll is demanded by the Chairperson or ten percent (10%) of the Voting Members present at a meeting of the Voting Members, a resolution proposed shall be voted on by a show of hands and a declaration by the Chairperson that resolution has been carried is conclusive proof of that fact without proof of the number or proportion of votes recorded in favour or against such resolution;
- (e) in case of an equality of votes the Chairperson shall, both on a show of hands or otherwise, have a casting vote in addition to the vote to which the Chairperson may be entitled as a Voting Member;
- (f) if a poll is demanded in accordance with subparagraph 12(d), the Chairperson of a meeting at which the poll is demanded, shall set the manner pursuant to which the poll shall be taken.
- (g) votes may be cast by Voting Members by executing an instrument in writing appointing a proxy, provided that:
 - (i) the proxy holder holds a proxy for no more than five (5) Voting Members, except for the designate of the Developer, who shall be entitled to hold a proxy for all of the Developer's votes;
 - (ii) the proxy is dated within two (2) weeks prior to the date of the meeting in which the vote is being cast by that proxy;
 - (iii) the proxy is presented at the meeting or deposited at the registered office of the HOA at least forty-eight (48) hours before the time of the meeting at which the Voting Member named in the instrument proposes to vote; and
 - (iv) the proxy authorizes the Voting Member to cast a vote on the resolution for which the Voting Members named in the instrument proposes to vote, or if it is of a general nature.

BORROWING POWERS OF THE HOA

13. The Board may from time to time raise or borrow money from any person for the purposes of paying for costs related to the Facilities or the services provided by the HOA

from time to time, provided that the amounts borrowed, in aggregate do not exceed fifty thousand dollars (\$50,000.00) unless approved by a Special Resolution of the Members.

14. The Board may grant mortgages, general security agreements or debentures issued by the HOA to secure all or any portion of such borrowed funds pursuant to paragraph 13, provided granting of such debentures, mortgages or security interests have been approved by a Special Resolution of the Voting Members.
15. Notwithstanding the provisions of Sections 13 and 14 above, the Board is specifically authorized to borrow money from the Developer, at a rate of interest not to exceed the prime rate of interest charged by the The Bank of Nova Scotia (or such successors of the said The Bank of Nova Scotia) at its main office in Calgary, Alberta, plus four (4%) per cent per annum, without the requirements of a Special Resolution, for the purpose of carrying out the objects, obligations and duties of the HOA and the Board. Nothing herein shall be interpreted as an agreement by the Developer to lend funds to the HOA or otherwise obligates the Developer to lend funds as aforesaid, all of which shall be in the sole and unfettered discretion of the Developer.

QUALIFICATIONS AND ELECTION OF DIRECTORS

16. Each Director shall act honestly and in good faith and with a view to the best interests of the HOA when exercising any rights or duties under the Bylaws or in connection with the HOA.
17. Every Voting Member in Good Standing shall be entitled to be a Director unless the Voting Member:
 - (a) is less than eighteen (18) years of age
 - (b) is a dependent adult as defined in the *Dependent Adults Act* (Alberta) or is the subject of a certificate of incapacity thereunder
 - (c) is a formal patient as defined in the *Mental Health Act* (Alberta)
 - (d) is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta)
 - (e) has been found to be a person of unsound mind by a court elsewhere than in Alberta
 - (f) has been convicted of an indictable offence
 - (g) has the status of a bankrupt; or
 - (h) has been on the Board for more than six (6) consecutive years and two (2) years has not lapsed since the Director last served on the Board.
18. The office of a Director shall be vacated if the Director:

- (a) ceases to be qualified for election as a Director;
- (b) is not in Good Standing;
- (c) is absent from three (3) consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that the Director's office be vacated;
- (d) dies;
- (e) resigns; or
- (f) is removed by Special Resolution of the Voting Members.

19. A Director:

- (a) need be a Voting Member in Good Standing, subject to the provisions of paragraph 28;
- (b) shall not be paid out of the funds of the HOA by way of remuneration for rendering services as a Director;
- (c) may resign upon giving at least five (5) days' notice in writing to the Board of the Director's intention to do so, which resignation shall take effect as of the date of resignation set out in the notice or any earlier date as determined by the Board;
- (d) shall not be disqualified as a Director solely for holding any other office with the HOA or contracting with the HOA either as a vendor, purchaser or otherwise howsoever, it being expressly understood and agreed that the HOA will be contracting with the Developer and its affiliates and associates as defined in the *Business Corporations Act* (Alberta) as amended from time to time; and
- (e) who retires shall be eligible for re-election unless not permitted pursuant to paragraph 17(h) and provided at least one year has elapsed since the retirement of the Director.

THE BOARD OF DIRECTORS

- 20. The subscribers hereto shall comprise the first Board of the HOA.
- 21. Until otherwise determined by a Special Resolution at an annual general meeting, the HOA shall have no less than three (3) and no more than nine (9) Directors, who collectively shall comprise the Board and sit as Directors for a two (2) year term with the exception of the first Board wherein one half of whom (plus or minus one (1) Director in the event of an odd number of Directors) shall sit for a term of three (3) years.
- 22. The Board shall govern the affairs of the HOA in accordance with the Bylaws.

23. Subject to paragraph 24, at each annual general meeting commencing on the second annual general meeting, the Voting Members shall elect one half (plus or minus one (1) Director in the event of an odd number of Directors) of the Directors for a term expiring two (2) years after such election. At the time of election the Directors elected shall be elected for a two (2) year term. Directors who have served two (2) years on the Board shall retire from office except for the Directors elected as part of the first Board to sit for a three (3) year term.
24. Retiring Directors shall retain office until the dissolution of the annual general meeting at which their successors are elected. If at any annual general meeting successor Directors are not elected, the retiring Directors shall continue in office until the next annual general meeting and so on from year to year until replacement Directors are elected unless it shall be determined at such meeting to reduce the number of Directors.
25. The HOA may by Special Resolution, at any time remove any Directors before the expiration of the Director's term of office and may by Ordinary Resolution appoint another qualified person to sit as replacement Director.
26. The Board is empowered to:
 - (a) oversee and manage the business and affairs of the HOA;
 - (b) establish the fiscal year of the HOA which unless otherwise determined will be March 31 in each year;
 - (c) make, amend or annul Rules and Regulations. Rules and Regulations may without limitation include rules and regulations with respect to:
 - (i) required proof to be provided by any person claiming to be eligible to be Member,
 - (ii) any payments, dues, subscription or user fees payable by the Members,
 - (iii) rights of Members and their visitors, guests or pets and the general public to use the Facilities or benefit from any services that may be provided by the HOA from time to time,
 - (iv) conditions upon which a Member shall be entitled to obtain and continue to use the Facilities and benefit from any service provided by or on behalf of the HOA,
 - (v) the manner by, and circumstances under which a Member's entitlement to use the Facilities or benefit from any service provided by the HOA may be suspended, and
 - (d) exercise, pursuant to an Ordinary Resolution of the Voting Members, all such powers and do all such acts authorized by the Members in connection with the HOA;

- (e) appoint any Member, in Good Standing, as a replacement Director to fill a vacancy created by resignation, retirement or removal of a Director until a successor Director is elected at the next annual general meeting of the HOA;
- (f) designate one (1) or more executive Officers to perform such duties as required by the Board from time to time and attend any meeting of the Board or any meeting of the Voting Members, as directed by the Board.;
- (g) if the Board has fewer than three (3) Directors, the Directors shall be empowered to appoint additional Directors to serve until the next annual general meeting or to call an extra-ordinary meeting of the Voting Members;
- (h) from time to time, establish and disband committees of the HOA, determine the mandate of each committee and appoint and replace a chairperson for such committee in furtherance of the business and undertakings of the HOA;
- (i) rent portions of the Facilities for use by third parties provided such rentals do not unreasonably interfere with the use and enjoyment of the Facilities by the Members;
- (j) make any provisions as the board sees fit with respect to the affixing of the HOA's corporate seal and the appointment of Directors or Officers to attest by their signatures that HOA's corporate seal was duly affixed, provided always all documents; agreements and banking documentation, including without limitation cheques, shall require the signature of either two Officers or one Director and one Officer of the HOA; and
- (k) establish the user fees or other charges payable by each Member who benefits from the services or uses the Facilities and the interest to be payable on any outstanding amounts.

27. The Board shall:

- (a) act honestly and in good faith and with a view to the best interests of the HOA when exercising any rights or duties under the Bylaws;
- (b) duly comply with the provisions of the Act, or any statutory modification thereof;
- (c) maintain a register of the Directors and Officers of the HOA and their addresses and occupations;
- (d) appoint from amongst the Directors, the Officers of the HOA. If the Chairperson is not present at any meeting at the time appointed for holding the same, the Vice-President shall act as chairman of the meeting unless the Directors present choose one of their number to be chairman of such meeting;

- (e) review and consider any reports developed by any committee established in accordance with subparagraph 26(g) of the Bylaws and set out the scope of authority of such committees in representing the HOA;
 - (f) in the event of an operating Cash Deficiency, present a full report on the operating Cash Deficiency to the next annual general meeting of the HOA together with recommendations for eliminating the Cash Deficiency, which may include increasing the annual rental charges to be secured by the Encumbrances, providing for additional levies, or increasing or implementing usage charges for services provided by or on behalf of the HOA;
 - (g) call an extra-ordinary meeting of the Voting Members to seek authorization of the Voting Members by way of an Ordinary Resolution to increase the Encumbrance fees or impose other usage charges to eliminate the operating Cash Deficiency if the Directors are of the opinion that operating Cash Deficiency should not await the next ensuing annual general meeting; and
 - (h) not, after such time as the Board is no longer comprised of a majority of the nominees of the Developer, as set out in paragraph 28, hinder the Developer's efforts to increase the development, construction, management or operating costs of the Facilities, by becoming involved in, investigating or interfere in or trying to exercise any authority or control in the development, construction, management and operation of the Facilities.
28. The powers of the Board as set out in paragraph 26 shall be temporarily suspended and transferred to the Developer and the Directors shall be released from any duty or liability for failure to fulfill their obligations pursuant to the Bylaws during the period of time that the Developer is developing, constructing, managing or operating all of the Facilities. After the Turnover Date, or the date upon which any part of the Facilities are transferred to the HOA, the Board shall operate the HOA and comply with its duties in accordance with the Bylaws. Until the Turnover Date, the Board shall be comprised of a majority of the nominees of the Developer. The provisions of paragraphs 19(a), 21, 23, 24 and 25 shall not apply to the subscribers forming the first Board of the HOA or any other Director which is nominated by the Developer.

PROCEEDINGS OF BOARD MEETINGS

29. The Board may from time to time meet to dispatch business of the HOA. Board meetings shall adhere to the following requirements and rules:
- (a) meetings shall take place in the Municipality or any other location agreed to by the entirety of the Board;
 - (b) no business may be dispatched with unless a meeting is Properly Convened, provided that if the number of Directors is less than three (3), a Quorum shall be any remaining Directors who shall only be empowered to exercise those powers set out in subparagraph 26(f) of the Bylaws;

- (c) Directors shall be provided with ten (10) days prior written notice of any Board meeting at the Director's address set out in the HOA's registration with Alberta Registries;
 - (d) Directors may by a resolution passed by fifty (50%) percent of the Directors present at a Properly Convened meeting of the Directors designate a regular time and place for Board meetings, and no further or other notice of such time and place, other than the entry of such resolution upon the minutes of the meeting at which it was passed, shall be necessary;
 - (e) Meeting of the Directors shall be held at least on a quarterly basis and the first quarterly meeting of the Directors shall be held within the seventh (7th) day following the day of the annual general meeting in which new Directors are elected and at the same place and time that had been set for the said annual general meeting, or such other place as the Directors may agree, and no notice of such meeting shall be necessary;
 - (f) Board meetings shall be conducted according to Robert's Rules of Order;
 - (g) any Director may participate in a Board meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and a Director participating in a meeting pursuant to the provisions hereof shall be deemed to be present in person at that meeting and the meeting shall be deemed to have been held at such place in Alberta as the Directors may from time to time determine;
 - (h) the President may and the Secretary shall, at the written request of not less than twenty-five (25%) percent of the Directors, at any time call a meeting of Directors within fourteen (14) days of such request;
 - (i) questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of an equality of votes, the Chairperson shall have a second or casting vote;
 - (j) a resolution in writing, signed by all the Directors (which may be executed in several counterparts) shall be as valid and effectual as if it had been passed at a meeting of the Directors properly convened, and shall be held to relate back to any date therein stated to be the effective date thereof.
30. All acts done at any meeting of the Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

MINUTES

31. The Directors shall cause minutes to be duly entered in the HOA's minute book provided for the purpose of:
- (a) appointment of Officers;
 - (b) registering names of Directors present at each meeting of the Directors;
 - (c) evidencing resolutions made by the Directors; and
 - (d) evidencing resolutions and proceedings of general meetings;

and any such minutes of any meetings of the Directors or of the HOA, if signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

OFFICERS

32. The Board shall appoint the Officers and may from time to time constitute additional offices or appoint additional Officers. Officers in addition to fulfilling any duties assigned to them as the Directors, shall have such powers and duties as are usually incidental to their respective offices:
- (a) the President, or in the event of the President's absence or disability, the Vice-President:
 - (i) is responsible for the daily execution of the business of the HOA, and
 - (ii) shall act as Chairperson of the meetings of the Board (if no other appointment for Chairperson is made by the Board) and of the HOA;
 - (b) the Vice-President, or in the event of the Vice-President's absence or disability, any other Director appointed by the Board as temporary Vice-President shall be responsible for such other duties as the Board may designate;
 - (c) the Secretary, or in the event of the Secretary's absence or disability, another Director designated by the Board as temporary Secretary:
 - (i) shall record and maintain all the minutes of the Board, and all meetings of the HOA and shall record votes for and against on all decisions,
 - (ii) is responsible for all the correspondence of the HOA,
 - (iii) maintain the minute book of the HOA and file all corporate annual returns;
 - (iv) maintain the HOA's corporate seal, and

- (v) shall carry out his duties under the direction of the President and the Board;
- (d) the Treasurer, or, in the event of the Treasurer's absence or disability, another Director designated by the Board as temporary Treasurer:
 - (i) shall receive all monies paid to the HOA and deposit them as the Board may direct,
 - (ii) properly account for the funds of the HOA and keep such books as the Board may direct,
 - (iii) present to the Board when required to do so by the Board, a full detailed account of receipts and disbursements of the HOA, and
 - (iv) prepare for submission to the Board and for the information of the Voting Members at the annual general meeting, a budget for the forthcoming Fiscal year of the HOA and an audited statement for the most recently completed fiscal year of the HOA.
- (e) the Past-President, or in the event of the Past-President's absence or disability, any other Director appointed by the Board Temporary Past-President shall be responsible for such other duties as the Board may designate;

RESERVES AND FUNDS

33. From and after the Turnover Date, the Directors shall budget and set aside a portion of the profits or revenues of the HOA each year, as may be fair and prudent, to create and maintain a reserve or reserves to provide for the costs that do not normally occur of an annual basis respecting the repair and, where appropriate, replacement of the HOA Amenities, Facilities, roadways and utilities owned and operated by the HOA, meeting contingencies, forming an insurance reserve or for any other purposes whatsoever for which the profits or revenues of the HOA may be lawfully used (a "**Reserve Fund Plan**").
- (a) Such reserve(s) shall be maintained in amounts determined in accordance with generally accepted accounting principles.
 - (b) Such reserve funds shall only be used for such purposes stated above and shall be maintained in a separate account of the HOA and shall not be commingled with any other funds of the HOA or of any other person.
 - (c) For the purposes of assisting the Directors in establishing the Reserve Fund Plan, the Directors shall, within two years of the Turnover Date cause to be prepared a Reserve Fund study in the manner provided for in the *Condominium Property Act* (Alberta) or any successor legislation, prepared by a "reserve fund study provider" as defined in the said *Condominium Act* (Alberta), *Condominium Property Regulation* (Alberta), or any successor legislation.

34. The Directors may create a fund or funds out of the assets of the HOA not greater in amount than the reserve or reserves as hereinbefore provided for and may apply such additional fund or funds either by employing them for the purpose for which they were established or investing them in such manner as they shall think fit, and the income arising from such fund or funds shall be treated as part of the profits of the HOA for the year in which such income arose.
35. The Directors may not abolish any reserve or reserve fund established under paragraph 33 of the Bylaws but may reduce the same to the extent the reduction in such fund is applied against the maintenance or replacement of any HOA Amenities, Facilities, roadways or utilities owned and operated by the HOA.
36. The Directors shall, at the conclusion of five (5) years from the day that the most recent Reserve Fund Study, carry out a new Reserve Fund Study, approve a new Reserve Fund Plan, and make available a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund;
37. Notwithstanding anything to the contrary contained in these Bylaws or elsewhere, the provisions of paragraphs 33 to 36 above shall not apply to the Developer and the Developer shall have no obligation to contribute to any reserves provided for herein.

OPERATING COSTS OF THE HOA

38. The Directors shall implement a procedure to monitor and to determine the amount of the Costs. The Costs include, without limitation, the following:
 - (i) levies or charges or costs on account of electricity, water, sewer, garbage removal, gas and other utility services supplied to or by the HOA or billed to the HOA;
 - (ii) cost of and charges for all management fees, administration fees, salaries and other benefits for services of any caretakers, maintenance personnel or management companies;
 - (iii) costs of and charges for maintenance, repair, and replacement of any property owned or managed by or registered in the name of or used by the HOA for its own benefit or for the benefit of the Members, including without limitation all equipment, tools, vehicles;
 - (iv) costs and charges for any security equipment and personal as may be determined necessary or desirable by the Developer or the Board for the purpose of protecting and preserving the HOA Amenities and Facilities and other assets and undertakings of the Developer and the HOA;
 - (v) costs and charges on account of landscaping and removal of snow from the property owned or managed by the HOA;

- (vi) costs of and charges for all consultation, professional and servicing assistance required by the HOA including without limiting the generality of the foregoing all auditing, accounting, engineering, and legal costs;
- (vii) HOA's administration costs (which administration costs may include the cost of determining the eligibility of Members and Voting Members) and shall include any administration fees and costs due to third party managers (which may be an affiliate of the Developer) in respect of the administration of the construction, operation and maintenance of the HOA Amenities;
- (viii) fees and charges for insurance maintained by the HOA and payment of any deductibles thereunder;
- (ix) cost of performing all obligations of the HOA or the Board or the Officers of the HOA created by the Act or the Bylaws or pursuant to any contract between the HOA and the municipal corporation having jurisdiction over the Municipality;
- (x) all newsletters, memberships, subscriptions, office equipment, supplies, printing and postage costs;
- (xi) cost of maintaining an electronic membership and database program;
- (xii) cost of borrowing money for the purpose of carrying out the objects and duties of the HOA and the Board, which may include, without limitation, borrowing of funds from the Developer;
- (xiii) any taxes payable by the HOA;
- (xiv) in respect to property owned by it or in connection with the foregoing or in performing its obligations under the Act or the Bylaws;
- (xv) prior operating deficits;
- (xvi) the amount for establishing and continuing the reserves described In paragraph 33 of the Bylaws; and
- (xvii) any and all other items, costs charges, expenses and amounts determined by the Board which are required for the purpose of carrying out the objects and duties of the HOA and the Board.

(which amounts are herein referred to collectively as the "Costs").

39. If the Costs are in excess of the total amount collected pursuant to the Encumbrance registered against all Lots in the Subdivision or from any other source of revenue for the HOA, the net amount of these Costs (after deduction of all anticipated surplus and

revenue from sources other than the annual rent charges secured by Encumbrances) shall be collected by the HOA by:

- (a) assessing the Primary Homeowner Members. At least thirty (30) days prior to the beginning of each fiscal year of the HOA, the Board shall estimate the amount of the Costs that will be incurred or required in such fiscal year less any expected income and unallocated surplus from funds collected in the previous fiscal year. Each fiscal year's estimated Costs (less any aforesaid income or surplus and less any portion thereof to be recouped by way of usage charges as hereinafter provided) shall be apportioned, levied and assessed to and upon each Primary Homeowner Member in proportion to the principal amount secured by the Encumbrance;
 - (b) requiring the payment of usage charges for services provided by or on behalf of the HOA by those Members who benefit from such services; or
 - (c) borrowing, subject to the restrictions set out in the Bylaws, on a short term basis, any funds required to meet the operating cash deficiency.
40. The Board shall be entitled to collect from any Member who is in breach of any of the Bylaws or the Rules and Regulations, and such Member shall pay, any and all legal costs incurred by the HOA on a solicitor and his own client basis (being on a full indemnification basis) in pursuing any remedy available to it at law or in equity (including enforcement of the annual rent charge secured by the Encumbrance), together with interest thereon at the rate of eighteen percent (18%) per annum, compounded monthly, not in advance, before and after judgement, to ensure observance by that Member of the Bylaws and the Rules and Regulations or to collect losses, damages and expense suffered by the HOA as a result of such non-observance by that Member.
 41. The omission by the Board before the expiration of any fiscal year, to fix the assessments hereunder for that year or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Bylaws, or release of a Member from their obligations to pay the assessments or usage charges, or any instalments thereon for that or any subsequent year, but the annual assessment or the monthly instalments for the preceding fiscal year shall continue (on the anniversary of the assessment, or monthly, in the case of monthly assessments) until a new annual assessment or new monthly instalments are fixed.
 42. No Member shall be able to exempt him or herself from liability for contributions toward the Costs by waiver of use or enjoyment of the Facilities or the services provided by the HOA by vacating or abandoning his Residential Unit.
 43. While the Developer is a Member any change in the annual rental charge shall require the prior written consent of the Developer, provided however that a change to the annual rental charge which results due to a variable rate basis for such charge as set forth in the Encumbrance shall not require the prior written consent of the Developer.

44. If the resulting contributions received from the Primary Homeowner Members and Family Members and Associate Members do not result in sufficient income to pay the Costs of the HOA, then the Directors shall increase the HOA's income in the following manner:
- (a) if necessary borrow, on a short term basis, any funds required to meet operating Cash Deficiency, including the borrowing of funds from the Developer or any other party which may be identified by the Developer as may be developing lands within the Subdivision;
 - (b) if approved by the Voting Members at the next annual general meeting, increase the amount of the fee payable pursuant to the Encumbrance or set user charges for services provided by the HOA and the Owners agree to permit the HOA to register an updated Encumbrance against title to the Owner's Residential Unit and further agree to execute all documents and do all things necessary to effect the registration of an updated Encumbrance.
 - (c) if any Encumbrance has been foreclosed off of or is otherwise removed from the title to a Residential Unit or has otherwise been taken off such title or if pursuant to a meeting of the Voting Members, it has been agreed to register a new Encumbrance or a caveat giving notice of the change in the amount to be secured by the Encumbrance, the Member or the Voting Member or each of them who is registered as the owner of that Residential Units shall enter into (or cause to be entered into by the Owner(s) of that Residential Unit) any requested new Encumbrance to be registered against the title to that Residential Unit or shall agree (or cause the Owner(s) of that Residential Unit to agree) to the filing of a caveat as referred to above and if the Owner delays, fails, or refuses to execute and deliver (or to cause to be executed and delivered) the new Encumbrance the HOA is hereby irrevocably appointed as his attorney on his behalf and for the HOA's use and benefit, to sign and deliver such new Encumbrance in his place and stead.

ACCOUNTS

45. The Directors shall cause true accounts to be kept of the sums of money received and disbursed by the HOA and the manner in respect of which said receipts and disbursements take place, of all sales and purchases by the HOA and of the assets and liabilities of the HOA and of all other transactions affecting the financial position of the HOA.
46. The books of account and accounting records shall be kept at the registered office of the HOA or, subject to the limitations of the Act in this regard, at such other place or places as the Directors think fit, and shall, upon reasonable notice and at reasonable times, be open to inspection of the Directors and the auditor of the HOA.
47. The Directors shall from time to time determine whether, to what extent, at what time and place, subject to what fees and under what conditions or regulations the accounts and

books of the HOA, or any of them, shall be open to the inspection of any of the Members not being Directors, and none of the Members (not being a Director) shall have any right of inspecting any account or book or document of the HOA except as conferred by law, as set forth in the Rules and Regulations or otherwise authorized by the Directors or by Ordinary Resolution of the HOA.

48. The Directors shall before each annual meeting of the Voting Members provide financial statements and the report of the auditor thereon to the Voting Members thereon. The financial statements shall:
- (a) be approved by the Board and signed by two (2) Directors;
 - (b) be for a period that ended not more than six (6) months before the annual meeting;
 - (c) contain a comparative statement (except in the case of the first statement) relating separately to the latest completed financial year preceding it; and
 - (d) includes:
 - (i) a statement of profit and loss for each period,
 - (ii) a statement of surplus for each period,
 - (iii) a statement of source and application of funds for each period,
 - (iv) a balance sheet as at the end of each period, and all made in accordance with generally accepted accounting principles.
49. A copy of the financial statements and a copy of the auditor's report shall be sent to each Voting Member, by prepaid post or by electronic means, at least twenty-one (21) days before the date of the annual general meeting.

TRANSITIONAL PROVISIONS

50. The HOA Amenities are being negotiated, designed, engineered and planned solely by the Developer who has agreed to be responsible for the development and construction of such HOA Amenities (subject to receipt of grants or other similar funding which may be available to the Developer or the HOA at the time of the development and construction of such HOA Amenities or in future years and further, subject to such agreements as the Developer may enter into with any other party which may be identified by the Developer as developing lands within the Subdivision). The Developer has also agreed to be responsible for the management and operation of the HOA Amenities for a limited period of time and to, within a certain specified period of time, transfer title to, and the operation and management of, such HOA Amenities to the HOA provided that the HOA does not hinder the Developer's efforts or increase the costs for development, construction, management and operating the HOA Amenities by becoming involved in, investigating or interfering in or trying to exercise any authority or control in the development,

construction, management and operation of the HOA Amenities. In order to relieve the HOA's Officers and Directors from any responsibility that they may otherwise have in the proper exercise of their responsibility to protect the interests of the HOA and its Members and any alleged resulting breach of fiduciary obligations, until the Turnover Date, or such earlier date as the Developer chooses to, in its sole discretion, transfer title to, and the operation and management of, some or all of the Facilities to the HOA the powers of the Officers and Directors of the HOA to manage the business and affairs of the HOA are hereby temporarily restrained and are transferred to the Developer and such Officers and Directors are hereby released from such duties and from any liability for failure to otherwise exercise such duty insofar as such duty relates in any way to the investigation of, determination of and enforcing of the proper and adequate quality of design, engineering, planning, development, construction, maintenance and operation of the HOA Amenities. Except as set out above, such Officers and Directors shall retain their normal and usual rights, duties and responsibilities and will on a limited basis as requested by the Developer be involved in the operation of the Facilities. The Developer may contract the services of a third party manager for the purpose of assisting with the exercise of its rights and responsibilities hereunder.

51. It is hereby disclosed to all Members that the Developer, and any other party which may be identified by the Developer as may be developing lands within the Subdivision are, or will be a Member of the HOA and persons appointed by the Developer, or such other person who may be appointed by a party which may be identified by the Developer as developing lands within the Subdivision, may also be Directors and Officers of the HOA. All Members and Voting Members of the HOA do hereby unanimously agree to the provisions of Bylaw 50 above and do hereby unanimously and entirely release the Developer (its Directors, Officers and appointees), such party as may be identified by the Developer as developing lands within the Subdivision (and its Directors Officers and appointees), the HOA and the Directors and Officers of the HOA from the legal results of any conflict that the HOA or the Developer (or such other party as may be identified by the Developer as developing lands within the Subdivision) may otherwise be in as a result of the Developer (or such other party as may be identified by the Developer as developing lands within the Subdivision), or its respective affiliates and contracted service providers, and the HOA entering into an agreement for the development, the initial management of, and delivery of the HOA Amenities to the HOA including from the legal consequences of the Directors and Officers of the HOA being partially restrained from and being partially released from their normal and usual rights, duties and responsibilities as provided for in these Bylaws.
52. Notwithstanding anything to the contrary contained in these Bylaws or elsewhere, the Developer, its nominees and their respective successors and assigns, shall have no obligation to pay any Costs or Rent Charges at any time, unless the Developer, in its sole discretion, agrees in writing to pay Costs or Rent Charges, or advises in writing that its nominee or such other party as may be identified by the Developer as developing lands within the Subdivision, will commence paying Costs or Rent Charges.

SEAL

53. The HOA shall have a corporate seal which shall be of such form and device as may be adopted by the Directors. The corporate seal of the HOA will be kept at the registered office of the HOA.

EXECUTION OF DOCUMENTS

54. All deeds, transfers, assignments, contracts, obligations, certificates and other instruments of the HOA shall be signed by at least two (2) Officers or two (2) Directors or one (1) Officer and (1) Director.

REAL PROPERTY

55. Unless authorized by a Special Resolution of the Voting Members and except for the acquisition of the HOA Amenities from the Developer, the HOA shall not acquire or dispose of any real property or take down or make any improvements to real estate which improvements had or have a value in excess of fifty thousand dollars (\$50,000.00) except as may be approved by a Special Resolution of the Voting Members.
56. The HOA shall not alter the structure or functionality of any of the Facilities or terminate any utility service provided to its Members except in accordance with a Special Resolution of the Voting Members.

NO SHARE CAPITAL OR DIVIDENDS

57. There shall be no share capital of the HOA. As the HOA is formed primarily for the purposes of promoting recreation and programming for, and social communication amongst, its Members and it is the intention of the HOA to apply the profits, if any, or any other income of the HOA, in promoting its objects, and as the HOA is not formed with gain for its object, no dividend whatsoever and no part of the income of the HOA shall be divided among, payable to, or be available for the personal benefit of any of the Members or Voting Members of the HOA.

NOTICES

58. Every notice, demand or request permitted or required to be given or served pursuant to the Bylaws shall be deemed to be properly and effectively given or served:
- (a) upon any of the Members or Voting Members either personally, by electronic means with read receipt, or by sending it through the post (provided a pending or threatened mail strike does not then exist) in a prepaid envelope addressed to such Member or Voting Member at the Member's address set out in the Members Register referred to in paragraph 5 of the Bylaws;
 - (b) upon a Director or Officer either personally or by sending it through the post (provided a pending or threatened mail strike does not then exist) in a prepaid

envelope addressed to such Director or Officer's address set out in the Members register referred to in paragraph 5 of the Bylaws;

- (c) by posting in the HOA's registered office; and
- (d) upon any Members or Voting Members, a Director or Officer or the HOA by telecopier, e-mail or other electronic communication which results in a written or printed notice being given, addressed or sent to the address set out in the Members Register referred to in paragraph 5 of the Bylaws.

If the Members' register does not contain an address for service a notice posted in the registered office of the HOA shall be deemed to be well served on such persons upon it being so posted, and any notice sent by post shall be deemed to have been served on the fifth (5th) day following the date the notice was 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 one of Canada Post Corporation's letter boxes. Any notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by telecopier, by e-mail or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was so delivered.

- 59. 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.
- 60. A certificate of the Secretary or other duly authorized Officer of the HOA in office at the time of the making of the certificate as to the facts in relation to the mailing, e-mailing or delivery or posting up of any notice to any Member, Voting Member, Director or Officer or publication of any notice, shall be prima facie evidence thereof and shall be binding on every one of the Members, Voting Members, and a Director or Officer of the HOA, as the case may be.
- 61. A extra-ordinary 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.

RECORD DATE

- 62. The Directors may fix a time in the future not exceeding thirty (30) days preceding the date of any meeting of Voting Members as a record date for the determination of the Voting Members entitled to notice of, and to vote at, any such meeting, and only the Voting Members of record in the Register of Voting Members at the close of business on that date so fixed shall be entitled to such notice of, and to vote at, such meeting, notwithstanding any change of Voting Members on the Register of Voting Members after any such record date is fixed as aforesaid.



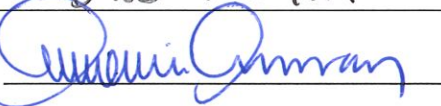
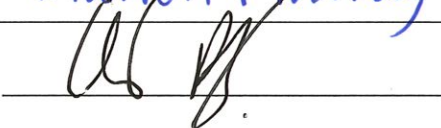
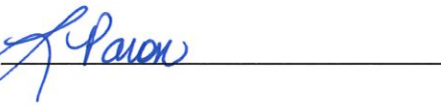

AMENDMENT OF BYLAWS

63. These Bylaws may be added to, replaced, amended, or repealed by Special Resolution of the HOA and not otherwise, except for updates to the subscriber list set forth in Schedule "A" and, except to the extent the Developer is affected by any addition, replacement, amendment or repeal of these Bylaws, in which case the prior written approval of the Developer must be obtained.

INDEMNITY

64. Except as otherwise hereinafter provided, every Director and Officer of the HOA shall be indemnified by the HOA against any and all losses and expenses which any such Director or Officer shall incur or become liable to pay by reason of any contract entered into or act or thing done by him as such Director or Officer at the request of the HOA, or in any way in the discharge of his duties.
65. Any person made a party to any action, suit or proceedings by reason of the fact that he, his testator or intestate, is or was a Director or Officer of the HOA, or of any corporation which is served by such Director or Officer as such at the request of the HOA, shall be indemnified by the HOA against the reasonable expenses, including solicitor's fees, actually and necessarily incurred by him in connection with the defence of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such Director or Officer is liable for gross negligence or similar misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled. None of the provisions hereof shall be construed as a limitation upon the right of the HOA to exercise its general power to enter into a contract or undertaking of indemnity with or for the benefit of any Director or Officer in any proper case not provided for herein.
66. The HOA shall purchase and maintain such insurance for the benefit of its Directors, Officers, and Board formed committee members as the Board may from time to time determine.
67. No Director or Officer of the HOA shall be liable for the acts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the HOA through the insufficiency or deficiency of title to any property acquired by order of the Directors, for or on behalf of the HOA, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the HOA shall be invested, or for the loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty, or unless it is otherwise provided in a contract of service with such Director or Officer.

DATED at the City of Calgary, this 27th day of May, 2021.

Signature: 	Address City/Town Province Postal Code 320-110 Quarry Park Blvd SE Calgary, AB T2C 3G3
Print Name: Trevor Huber	
Signature: 	Address City/Town Province Postal Code 320-110 QUARRY PARK BLVD SE CALGARY, AB T2C 3G3
Print Name: BRAD WRIGHT	
Signature: 	Address City/Town Province Postal Code 320, 110 Quarry Park Blvd SE Calgary, AB T2C 3G3
Print Name: Marion Murray	
Signature: 	Address City/Town Province Postal Code 320, 110 QUARRY PARK BLVD SE. CALGARY, AB T2C 3G3
Print Name: CHRIS PLOSZ	
Signature: 	Address City/Town Province Postal Code 320, 110 QUARRY PARK BLVD SE CALGARY, AB T2C 3G3
Print Name: LESLIE PARON	
WITNESS	Address
Signature: 	City/Town Province Postal Code 320, 110 Quarry Park Blvd SE Calgary AB T2C 3G3
Print Name: Nicki Griffin	