Filed Date and Time: March 3, 2025 09:34 AM Pacific Time
Society Incorporation Number: S0048843

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Province of British Columbia
Registrar of Companies
T.K. SPARKS

Ellison Lake Leaseholder Association

Bylaw Amendments

As Approved at the February 19th, 2025 Annual General Meeting

a. Special Resolution #1 – Bylaw Amendments – Short Term Rentals

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the owners at ELLA to approve the following additions to the bylaws:

2. PART 2 – DUTIES AND RESPONSIBILITIES OF THE LEASEHOLDERS

2.1.6 A leaseholder who rents their leasehold interest in contravention of bylaw 2.1.4 and/or 2.1.5 may be fined at the discretion of the Board of ELLA in an amount not to exceed $1,000 fee each day that the strata lot is rented in convention of said bylaw(s).

2.1.7 The Board of ELLA shall pursue any violation of these bylaws with any remedies available under the law to compel an owner or tenant to comply with the bylaws. Actual reasonable legal costs or other costs incurred by ELLA for compliance and/or collection action shall be charged back to the tenant or owner violating these bylaws.

Unit #106-3 made a motion to make the following clerical corrections to the resolution wording prior to voting. Seconded by #113-4. **Carried.**

2.1.6 A leaseholder who rents their leasehold interest in contravention of bylaw 2.1.4 and/or 2.1.5 may be fined at the discretion of the Board of ELLA in an amount not to exceed $1,000 fee each day that the leasehold is rented in contravention of said bylaw(s).

2.1.7 The Board of ELLA shall pursue any violation of these bylaws with any remedies available under the law to compel a leaseholder or tenant to comply with the bylaws. Actual reasonable legal costs or other costs incurred by ELLA for compliance and/or collection action shall be charged back to the tenant or leaseholder violating these bylaws.

Ellison Lake Leaseholder Association

Unit #113-4 made a motion to approved Special Resolution #1 as amended. Seconded by #79 **Carried.**

The Chair advised the vote would be taken via roll call.

12 were in favour. 2 were opposed. 3 abstention. Resolution Passed.

b. Special Resolution #2 – Bylaw Amendments – Borrowing Between Multiplex and Common

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the owners at ELLA to approve the following additions to the bylaws:

3. PART 3 – POWERS AND DUTIES OF THE ASSOCIATION

3.1 Powers of the Association

3.1.1.11 loan funds from the Contingency Reserve account belonging to the Common owners to the Multiplex owners at a rate of interest as agreed by the Association in order to pay for the annual insurance premium and ensure that any such loan is paid back by the end of the fiscal year in which the loan was taken.

Unit #109-1 made a motion to approved Special Resolution #2. Seconded by #113-4. **Carried.**

c. Special Resolution #3 – Bylaw Amendments – Appendix A – Guidelines for Use of the Parking Compound

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the owners at ELLA to approve the following additions to the bylaws:

Who can use the compound:

4. RV Compound users must be in good standing of all Association fees, special levies and/or fines. RV Compound users who are in arrears will be provided notice of arrears and given 60 days to clear the arrears. Following 60 days owners will receive a notice to remove all items stored

in the RV Parking Compound and should they not comply, the Association will remove stored items at the expense of the Owner.

Unit #96 made a motion to approved Special Resolution #3. Seconded by #113-4. **Carried.**

Filed Date and Time: March 28, 2024 02:23 PM Pacific Time
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Ellison Lake Leaseholder Association

Bylaw Amendments

As Approved at the March 7th, 2024 Annual General Meeting

Resolution #1 – Bylaw Amendments – Open Flame Devices

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the owners at ELLA to approve the following additions to the bylaws:

2.3 Use of Common Area and Common Assets

2.3.3 Use of open flame devices, including but not limited to propane or charcoal BBQ's, propane fireplaces, etc... are not permitted to be used under any covered portion of the common property decks or stairs.

2.5 Use of Leasehold Interest

2.5.3 Use of open flame devices, including but not limited to propane or charcoal BBQ's, propane fireplaces, etc.. are not permitted to be used under any covered portion of the leaseholds decks or stairs.

The Chair advised the vote would be taken via roll call.

Unit# 96 made a motion to approve Special Resolution #1. Seconded by Unit# 97.

10 were in favour. 3 were opposed. 1 abstention. Resolution Passed.

Filed Date and Time: March 13, 2023 02:51 PM Pacific Time
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Ellison Lake Leaseholder Association

Bylaw Amendments

As Approved at the Feb. 22nd, 2023 Annual General Meeting

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the Owners at Ella to approve the **addition** of the following bylaws related to special resolutions and special assessments pertaining only to multiplex properties

1.1.29.1 "**Multiplex Special Resolution**" means a resolution affecting only multiplex properties that must be approved by no less than 2/3 of the Multiplex Leaseholders in attendance at either an annual general or special meeting;

1.1.28.1"**Multiplex Special Assessment**" means an assessment affecting only multiplex properties approved by a Multiplex Special Resolution in relation to an out-of-the-ordinary course of business expense to be incurred by the Association;

9. PART 9B – SPECIAL ASSESSMENT

9B.1. Authority for Multiplex Special Assessment

9B.1.1. The Association may raise money from the Multiplex Leaseholders for out-of-the-ordinary course of business expenses by means of a Multiplex Special Assessment.

9 B.1.2. The resolution to approve a Multiplex Special Assessment must set out all of the following:

9 B.1.2.1. the purpose of the Multiplex Special Assessment;

9 B.1.2.2. the total amount of the Multiplex Special Assessment;

9 B.1.2.3. the method used to determine each Multiplex Leaseholder's share of the Multiplex Special Assessment;

9 B.1.2.4. the amount of each Multiplex Leaseholder's share of the Multiplex Special Assessment;

9 B.1.2.5. the date by which the Multiplex Special Assessment is to be paid or, if the Multiplex Special Assessment is payable in installments, the dates by which the installments are to be paid.

Ellison Lake Leaseholder Association

9 B.2. Calculation of Multiplex Special Assessment

9 B.2.1. The Association must calculate each Multiplex Leaseholder's share of a Multiplex Special Assessment as follows:

9 B.2.1.1. based on an equal share of the Multiplex Special Assessment payable by each Multiplex Leaseholder, in which case the assessment must be approved by an Ordinary Resolution passed at an annual or special general meeting, or

9 B.2.1.2. in another way that establishes a fair division of expenses for that Multiplex Special Assessment, in which case the Multiplex Special Assessment must be approved by a Multiplex Special Resolution at an annual or special general meeting.

9 B.3. Use of Multiplex Special Assessment

9 B.3.1. The Association must

9 B.3.1.1. use the money collected for the purpose set out in the Multiplex resolution, and 26 Revised as of September 14, 2021

9 B.3.1.2. inform Multiplex Leaseholders about the expenditure of the money collected.

9 B.3.2. If the amount collected exceeds that required, or for any other reason is not fully used for the purpose set out in the resolution, the Association must return the money to the Multiplex Leaseholders in amounts proportional to their contributions.

9 B.4. Collection of Multiplex Special Assessment

9 B.4.1. The Multiplex Leaseholders will pay the Multiplex Special Assessment levied by the date agreed upon at the annual general or special meeting at which the Multiplex Special Assessment was approved.

9 B.4.2. If a Multiplex Leaseholder fails to pay the Multiplex Special Assessment levied by the date agreed upon, the Association may, at the discretion of the Council and without need of a special meeting of the Leaseholders, take action to recover any arrears in Multiplex Special Assessment from a defaulting Leaseholder, such action to include but not limited to the following:

9 B.4.2.1. instructing the Property Manger to make written demands for payment;

9 B.4.2.2. registering a lien against a Multiplex Leasehold Interest when arrears exceed a total of $500; and

Ellison Lake Leaseholder Association

9 B.4.2.3. instructing the Property Manager to commence an action in Provincial Court (Small Claims Court) when arrears exceed a total of $750. If the Association takes any such action, the defaulting Multiplex Leaseholder will be responsible for any legal or professional costs incurred by the Association in respect to such action, such costs to be added to the Fees at the time of collection.

9 B.4.3. As the levying of a Multiplex Special Assessment includes notice to each Multiplex Leaseholder and approval at a meeting, the Association's actions to collect a Multiplex Special Assessment will not be subject to the notice provisions in subsection 5.3.

The Chair advised the vote would be taken via show of hands

Unit#122-2 made a motion to approve Special Resolution #1.

Seconded by Unit#106-3

18 were in favour. 5 were opposed. 1 abstention. Resolution Passed.

BE IT THEREFORE RESOLVED by a 2/3 vote resolution of the Owners at Ella to **repeal** the following bylaw related to multiplex alterations:

2.7.5. Where a Leaseholder in a Multi-plex Unit wishes to obtain approval of the Association regarding an alteration that Leaseholder must obtain the consent of each of the other Leaseholders in that Multi-plex Unit and those consents must be submitted with the written application provided for in section 2.7.2.

The Chair advised the vote would be taken via roll call.

Unit#79 made a motion to approve Special Resolution #2. Seconded by Unit#108-4.

17 were in favour. 4 were opposed. 3 abstention. Resolution Passed.

Filed Date and Time: April 21, 2022 01:06 PM Pacific Time
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CAROL PREST

BYLAWS

OF THE

ELLISON LAKE LEASEHOLDERS' ASSOCIATION

1. PART 1 – DEFINITIONS

1.1 In these Bylaws:

1.1.1. **"Association"** means the Ellison Lake Leaseholders' Association;

1.1.2. **"Band"** means the Okanagan Indian Band;

1.1.3. **"Boat Launch Area"** means the portion of the Permit Area that is located at or near the shoreline of Ellison Lake and dedicated for a boat launch at Turtle Lodges, as identified in Schedule "A";

1.1.4. **"Building and Landscaping Conformity"** means conformity with the general community plan regarding the use and appearance of a lot or an area within Turtle Lodges;

1.1.5. **"Commercial RV Rental Lot"** means the RV lots identified as such on Schedule "B", which are rented by the Company under its commercial enterprise.

1.1.6. **"Common Area"** means any property within Turtle Lodges that is collectively leased by the Association or for which use is granted to the Association by way of the Permit and is shared by the Leaseholders, and for greater certainty, and without restricting the generality of the foregoing includes

1.1.6.1. Roadways, including Lot 151 and the Permit Area;

1.1.6.2. Lots 121, 148, 149 and 150 or any water treatment facilities thereon, and

1.1.6.3. Boat Launch Area;

1.1.6.4. Water, sewer or utility lines;

1.1.6.5. Easement Areas;

1.1.6.6. The area where sound barriers are or will be erected or planted between Turtle Lodges and Highway 97;

1.1.7. **"Common Assets"** means any assets within Turtle Lodges that are owned by or leased by and are collectively shared by the Leaseholders, including but not limited to the following:

1.1.7.1. the Association's interest in any water treatment facilities, including those on Lots 93 and 121;

1.1.7.2. the Association's interest in any dock or other facilities in the Boat Launch Area; and

1.1.7.3. the Association's interest in any sound barriers that are or will be erected or planted.

1.1.8. **"Company"** means Turtle Lodges Resort Ltd.;

1.1.9. **"Contingency Fund"** means a contingency fund established by the Association to provide an account for emergency and long-term expenses of the Association, to be funded out of the Fees as determined from time to time by the Association;

1.1.10. **"Council"** means the elected Council of Leaseholders;

1.1.11. **"Council Member"** means an elected member of the Council;

1.1.12. **"Council Ward"** means the six (6) wards, based on the use of the Leasehold Interest, established solely for the purposes of determining the number of and electing Council Members as set out in Schedule "C";

1.1.13. **"Designated Parking Areas"** means those portions of the Common Area designated for public or visitor parking, including Lot 149, and a portion of Lot 121, as identified in Schedule "A";

1.1.14. **"Easement Areas"** means Lot 93 to which the Association has been granted a right of use of any water facilities on that lot and a right of access with respect to the care and maintenance of that lot and Lot 146 to which the Association has been granted a right of access with respect to the care and maintenance of that lot, as provided for in the Easement Agreements attached as Schedule "F";

1.1.15. **"Fees"** means any fees for maintenance and other costs as set by the Association from time to time, the initial fees payable per lot being set out in article 7.1.1, and the proportional unit obligation being set out in the attached Schedule "B";

1.1.16. **"INAC"** means Indian and Northern Affairs Canada;

1.1.17. **"Leaseholder"** means the owners of a Leasehold Interest pursuant to a Sublease with the Company;

1.1.18. **"Leasehold Interest"** means the interest held by a Leaseholder in a lot at Turtle Lodges;

1.1.19. **"Locatees"** means Edna Terbasket and Abe Rodney Dubrett;

1.1.20. **"Maintenance Services"** means the services the Association will provide in relation to the Common Area, the Common Assets and the Multi-plex units, as set out in section 7.2;

1.1.21. **"Multi-plex Units"** means those lots with buildings or lots approved to have buildings that contain multiple separate living units with shared exteriors and shared property on the lot, as identified in Schedule "A";

1.1.22. **"Permit"** means a permit for use granted by the Band to the Association and the Company, as joint permit holders, in relation to certain portions of the lands covered by a head lease between Her Majesty the Queen in the right of Canada and the Company that include certain roadways that provide Turtle Lodges access to Highway 97;

1.1.23. **"Permit Area"** means the area at Turtle Lodges governed by the Permit, as identified in Schedule "A";

1.1.24. **"Property Manager"** means a property manager to be retained by the Association to manage the day-to-day affairs of the Association, as set out in Part 8 of these Bylaws;

1.1.25. **"Ordinary Resolution"** means a resolution that must be approved by a majority of the Leaseholders in attendance at either an annual general or special meeting;

1.1.26. **"Roadways"** means any roadways in Turtle Lodges including:

1.1.26.1. Roadways that are part of a head lease between the federal government and the Company; and

1.1.26.2. Roadways that are the subject of the Permit granted by the Band;

1.1.27. **"Septic Field"** means Lot 148, as identified in Schedule "A", where the septic field for the Turtle Lodges community is located;

1.1.28. **"Special Assessment"** means an assessment approved by a Special Resolution in relation to an out-of-the-ordinary course of business expense to be incurred by the Association;

1.1.29. **"Special Resolution"** means a resolution that must be approved by no less than 2/3 of the Leaseholders in attendance at either an annual general or special meeting;

1.1.30. **"Turtle Lodges"** means the Turtle Lodges Resort located in Kelowna, British Columbia;

2. PART 2 – DUTIES AND RESPONSIBILITIES OF LEASEHOLDERS

2.1. Inform Association of Leaseholder Status

2.1.1. Within two (2) weeks of becoming a Leaseholder, a Leaseholder must inform the Association of the Leaseholder's name, mailing address, telephone number, if any, and e-mail address, if any.

2.1.2. Within two (2) weeks of engaging a management company to administer a property, the Leaseholder or the management company must inform the Association of the management company's name, mailing address, telephone number and e-mail address.

2.1.3. Within two (2) weeks of renting the Leaseholder's premises, a Leaseholder or the Leaseholder's agent must inform the Association of the tenant's name and telephone number.

2.1.4. Rentals shall be no less than 28 consecutive days in length.

2.1.5. For the purpose of this bylaws, the terms "lease", "rent", "rents" and "rental arrangement" shall include any and all forms of tenancy or license related to the occupancy of the lot or portion of the lot

2.2. Payment of Fees

2.2.1. A Leaseholder must pay any Fees on or before the first day of the month to which the Fees relate.

2.2.2. Where a Leaseholder fails to pay the Fees in accordance with section 2.2.1, the Association will:

2.2.2.1. Fine the Leaseholder $35.00 for each contravention of section 2.2.1; and

2.2.2.2. Levy interest on any unpaid Fees at a rate of 10% per year, compounded annually.

2.2.3. Where the Leaseholder's financial institution fails to honour a cheque or automatic debit request, the Association will:

2.2.3.1. Fine the Leaseholder $50.00; and

2.2.3.2. Charge a $20.00 administrative charge, for each instance where a payment is not honoured.

2.2.4. The Association will add any fine, interest levied or administrative charges assessed under this section to the Leaseholder's arrears account following the date that the Leaseholder is notified of the fine or charge by the Association.

2.2.5. Where a Leaseholder with an arrears account makes any payments, the Association will apply the amount of that payment to any outstanding fines, interest levied, administrative charges or lien expenses added to the arrears account before crediting the Leaseholder with payment of the Fees required under section 2.2.1.

2.2.6. The Association may, at the discretion of the Council and without need of a special meeting of the Leaseholders, take action to recover any arrears in Fees from a defaulting Leaseholder, such action to include but not be limited to the following:

2.2.6.1. Instructing the Property Manager to make written demands for payment;

2.2.6.2. Registering a lien against a Leasehold Interest when arrears exceed a total of $500; and

2.2.6.3. Instructing the Property Manager to commence an action in Provincial Court (Small Claims Court) when arrears exceed a total of $750.

If the Association takes any such action, the defaulting Leaseholder will be responsible for any legal or professional costs incurred by the Association in respect to such action, such costs to be added to the Fees at the time of collection.

2.2.7. To convey or assign the Leaseholder Interest, a Leaseholder must pay all outstanding fees and secure a certificate of payment from the Association in advance of any such conveyance or assignment.

2.2.8. Where a Leasehold Interest reverts to the Company, the Leaseholder must pay all outstanding fees and secure a certificate of payment from the Association in advance of any such reversion.

2.3. **Use of Common Area and Common Assets**

2.3.1. A Leaseholder or the Leaseholders' tenant, occupant, agent or visitor must not use the Common Area or Common Assets in a way that:

2.3.1.1. Causes a nuisance or hazard to another person,

2.3.1.2. Causes unreasonable noise,

2.3.1.3. Unreasonably interferes with the rights of other persons to use and enjoy the Common Area, Common Assets or another Leasehold Interest at Turtle Lodge;

2.3.1.4. Is illegal, or

2.3.1.5. Is contrary to a purpose for which the Common Area is intended as shown expressly or by necessary implication on or by the relevant plan registered in the Land Titles Office and/or the Indian Registry.

2.3.2. A Leaseholder or that Leaseholders' tenant, occupant, agent or visitor must not cause damage, other than reasonable wear and tear, to the Common Area or Common Assets.

2.4. **Altering Common Area**

2.4.1. A Leaseholder must obtain the written approval of the Association before making an alteration to Common Area or Common Assets.

2.4.2. Where a Leaseholder wishes to obtain the approval of the Association, the Leaseholder must submit, in writing, detailed plans and description of the alteration.

2.4.3. The Association may require as a condition of its approval that the Leaseholder agree, in writing, to take responsibility for any expenses relating to the alteration.

2.4.4. Where a Leaseholder alters Common Area or Common Assets without obtaining approval as required under this section, the Association will:

2.4.4.1. Request in writing that the Leaseholder restore the Common Area or Common Assets to the condition of the property or assets prior to alteration, with any expenses involved with such restoration being paid solely by the Leaseholder, and

2.4.4.2. If the Leaseholder fails to comply with the request in 2.4.4.1, restore the Common Area or Common Assets to the condition of the property or assets prior to alteration, with any expenses involved with such restoration being assessed against the Leaseholder.

2.4.5. Where the Association is required to pursue restoration of the Leasehold Interest pursuant to section 2.4.4.2, the Leaseholder must grant the Association or its agents access to the Leaseholder's property to the degree necessary to enable the Association or its agents to complete the restoration of the Common Property or Common Assets.

2.4.6. Where the Association assesses expenses against a Leaseholder under paragraph 2.4.4.2, the amount assessed will be due and payable on the first day of the month after the Association has provided notice of the assessment to the Leaseholder.

2.5. **Use of Leasehold Interest**

2.5.1. A Leaseholder or that Leaseholders' tenant, occupant, agent or visitor must not use the Leaseholder's Leasehold Interest in a way that:

2.5.1.1. Causes a nuisance or hazard to another person;

2.5.1.2. Causes unreasonable noise;

2.5.1.3. Unreasonably interferes with the rights of other persons to use and enjoy the Common Area, Common Assets or another Leasehold Interest at Turtle Lodges;

2.5.1.4. Is illegal;

2.5.1.5. Is contrary to any provisions on Building and Landscaping Conformity or other building other rules passed by the Association; or

2.5.1.6. Is contrary to the general conformity with the community plan for Turtle Lodges, as interpreted from time to time by the Council.

2.5.2. No Leaseholder or a Leaseholder's tenant may operate a commercial or public business in any Leasehold Interest, excepted where same is authorized pursuant to the Leaseholder's sublease. A commercial business is defined as an industrial, retail or

commercial business. This does not include Leaseholders or Leaseholder's tenants working from home in such capacities as computer/office type work.

2.6. **Access to a Leasehold Interest**

2.6.1. A Leaseholder will grant to the Property Manager a right to access the Leaseholder's property so that the Property Manager may complete its maintenance obligations, as established by the Association.

2.7. **Altering or Renovating a Leasehold Interest**

2.7.1. A Leaseholder must obtain the written approval of the Association before making an alteration to the Leaseholder's Leasehold Interest, including but not limited to:

2.7.1.1. The use of the Leasehold Interest;

2.7.1.2. The exterior of buildings or structures erected or planned on the Leasehold Interest, including but not limited to:

2.7.1.2.1. residential or commercial buildings,

2.7.1.2.2. chimneys,

2.7.1.2.3. balconies,

2.7.1.2.4. patios,

2.7.1.2.5. stairs, and

2.7.1.2.6. fences,

or the colour of any of the aforementioned; or.

2.7.1.3. The existing landscaping on the Leasehold Interest, including but not limited to:

2.7.1.3.1. The planting or removal of any trees, shrubs, flowers or other plants that are more than two (2) feet in height or two (2) feet in width, and

2.7.1.3.2. The removal of grassed area or planting of any sod or other grasses.

2.7.2. Where a Leaseholder wishes to obtain the approval of the Association, the Leaseholder must submit, in writing, detailed plans and description of the alteration.

2.7.3. The Leaseholder will be solely responsible for obtaining any consents required of INAC and any necessary building permits to ensure that the proposed alterations comply with any INAC or other applicable standards.

2.7.4. The Leaseholder will be solely responsible for any expenses relating to the alteration.

2.7.5. Where a Leaseholder in a Multi-plex Unit wishes to obtain approval of the Association regarding an alteration that Leaseholder must obtain the consent of each of the other Leaseholders in that Multi-plex Unit and those consents must be submitted with the written application provided for in section 2.7.2.

2.7.6. Notwithstanding section 2.7.3, where an alteration to the exterior or shared property in a Multi-plex Unit is approved, the Association will bear the costs of that alteration using the Fees, unless the costs have been provided for by way of a Special Assessment.

2.7.7. Where a Leaseholder alters the Leasehold Interest without obtaining approval as required under this section, the Association will:

2.7.7.1. request in writing that the Leaseholder restore the Leasehold Interest to the condition of the property or assets prior to alteration, with any expenses involved with such restoration being paid solely by the Leaseholder, and

2.7.7.2. if the Leaseholder fails to comply with the request in 2.7.7.1, restore the Leasehold Interest to the condition of the property or assets prior to alteration, with any expenses involved with such restoration being assessed against the Leaseholder.

2.7.8. Where the Association is required to pursue restoration of the Leasehold Interest pursuant to section 2.7.7.2, the Leaseholder must grant the Association or its agents access to the Leaseholder's property to the degree necessary to enable the Association or its agents to complete the restoration of the Leasehold Interest.

2.7.9. Where the Association assesses expenses against a Leaseholder under paragraph 2.7.7.2, the amount assessed will be due and

payable on the first day of the month after the Association has provided notice of the assessment to the Leaseholder.

3. PART 3 – POWERS AND DUTIES OF THE ASSOCIATION

3.1. Powers of the Association

3.1.1. The Association may:

3.1.1.1. enter into agreements with the federal government on behalf of the Leaseholders, including any ancillary documents related to the subleases that govern lots that are Common Area;

3.1.1.2. enter into agreements with the Band on behalf of the Leaseholders, including the Permit;

3.1.1.3. enter into agreements with the Company on behalf of the Leaseholders, including the Permit and subleases that govern lots that are to be Common Area;

3.1.1.4. enter into agreements with the Property Manager on behalf of the Leaseholders;

3.1.1.5. enter into agreements with one or more Leaseholders on behalf of the other Leaseholders;

3.1.1.6. enter into agreements with third parties relating to the provision of services to Turtle Lodges;

3.1.1.7. amend their Bylaws, by way of a Special Resolution, pertaining to the Common Area, the Common Assets or the management and administration of the Association;

3.1.1.8. pass or amend Building and Landscaping Conformity and other rules in these Bylaws, by way of a Special Resolution, governing the use of any Leasehold Interests at Turtle Lodges;

3.1.1.9. borrow funds required to carry out its operations and perform its duties, after a Special Resolution is passed at either an annual general or special meeting; and

3.1.1.10. create rules relating to the use or maintenance of the Leasehold Interests, the Common Area and the Common Assets.

3.2. Duties of the Association

3.2.1. The Association will be responsible for:

3.2.1.1. ensuring proper repair and maintenance of the Common Area and Common Assets, and the Multi-plex Units as provided for in section 7.4;

3.2.1.2. monitoring the enforcing general conformity of the Leasehold Interests, the Common Area and the Common Assets with the intended plan for Turtle Lodges, which includes the physical appearance of the buildings and landscaping at Turtle Lodges;

3.2.1.3. ensuring appropriate insurance for the Common Area, Common Assets, and the exteriors and commonly shared property of the Multi-plex Units;

3.2.1.4. receiving, considering and rendering decisions on any applications regarding Building and Landscaping Conformity of a Leasehold Interest or area within Turtle Lodges;

3.2.1.5. liaising with the Band as the representative of the Leaseholders;

3.2.1.6. liaising with the Company as the representative of the Leaseholders;

3.2.1.7. approving the initial Fees as set out in Schedule “B”;

3.2.1.8. altering the Fees by Ordinary Resolution, as deemed necessary from time to time;

3.2.1.9. establishing the Contingency Fund;

3.2.1.10. collecting the Fees;

3.2.1.11. managing the use of the Boat Launch Area jointly with the Locatees, and

3.2.1.12. enforcing these Bylaws and any rules established by the Association.

3.2.2. The Association will hire a Property Manager who will be responsible for managing the day-to-day responsibilities of the Association and assisting the Association with its broader management responsibilities.

3.3. **Reincorporation of the Association if Required**

3.3.1. If for any reason, the voting structure set out in these Bylaws is determined to be contrary to that permitted under section 7 of the *Society Act*, the Association will reincorporate under appropriate federal or provincial legislation that will permit the voting structure set out herein.

3.3.2. Upon reincorporation under different legislation, the Association will adopt these Bylaws or any amendments thereto that are in place at the time of reincorporation.

4. PART 4 – ASSOCATION COUNCIL

4.1. Council Size

4.1.1. The Council must have at least three (3) and not more than seven (7) members.

4.2. Council Composition

4.2.1. The Council will be composed of Leaseholders or representatives of the Leaseholders in accordance with the allocation of Council Member positions for each Council Ward as set out in Schedule "C".

4.2.2. No Leaseholder may stand for election to Council if they are in arrears to the Association for Fees, fines or accrued interest, or are in breach of these Bylaws or any of the rules of the Association.

4.3. Election of Council Members

4.3.1. The Council Members will be elected at the Annual General Meeting of the Association.

4.3.2. Leaseholders will only be entitled to cast votes for those Council Members nominated from amongst the Leaseholders within their Council Ward, as set out in Schedule "C".

4.4. Council Members' Terms

4.4.1. The term of office of a Council Member ends at the end of the annual general meeting at which the new Council is elected.

4.4.2. A person whose term as Council member is ending is eligible for re-election.

4.5. Removing Council Member

4.5.1. The Association may remove one or more Council Members at an annual or special general meeting as follows:

4.5.1.1. A Council Member, by a resolution passed by a majority vote of the Leaseholders within their Council Ward in attendance at said meeting.

4.5.2. After removing a Council Member, the Association must hold an election at the same annual or special general meeting to replace the Council Member for the remainder of the term.

4.6. **Replacing Council Member**

4.6.1. If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining Council Members may appoint a replacement Council Member for the remainder of the term.

4.6.2. A replacement Council Member may be appointed from any person eligible to sit on the Council, provided that the appointed will comply with the requirements regarding the composition of the Council as set out in section 4.2 and Schedule "C".

4.6.3. The Council may appoint a Council Member under this section even if the absence of the Council Member being replaced leaves the Council without a quorum.

4.6.4. If all the Council Members resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least 25% of the Association's votes may hold a special general meeting to elect a new Council by complying with the provisions herein respecting the calling and holding of meetings.

4.7. **Officers**

4.7.1. At the first meeting of the Council held after each annual general meeting of the Association, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

4.7.2. A person may hold more than one office at a time, other than the offices of president and vice president.

4.7.3. The vice president has the powers and duties of the president:

4.7.3.1. while the president is absent or is unwilling or unable to act, or

4.7.3.2. for the remainder of the president's term if the president ceases to hold office.

4.7.4. If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the term.

4.8. **Calling Council Meetings**

4.8.1. Any Council Member may call a Council meeting by giving the other Council Members at least one week's notice of the meeting, specifying the reason for calling the meeting.

4.8.2. The notice does not have to be in writing.

4.8.3. A Council meeting may be held on less than one week's notice if

4.8.3.1. All Council Members consent in advance of the meeting; or

4.8.3.2. The meeting is required to deal with an emergency situation, and all Council Members either

4.8.3.2.1. Consent in advance of the meeting, or

4.8.3.2.2. Are unavailable to provide consent after reasonable attempts to contact them.

4.8.4. The Council must inform Leaseholders about a Council meeting as soon as feasible after the meeting has been called.

4.9. **Requisition of Council Hearing**

4.9.1. By application in writing, stating the reason for the request, a Leaseholder or tenant of a Leaseholder may request a hearing at a council meeting.

4.9.2. Subject to the provisions regarding Building and Landscaping Conformity set out in Part 11, if a hearing is requested under section 4.9.1, the Council must hold a meeting to hear the applicant within one (1) month of the request.

4.9.3. Subject to the provisions regarding Building and Landscaping Conformity set out in Part 11, if the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one (1) week of the hearing.

4.10. **Quorum of Council**

4.10.1. A quorum of the council is:

2 if the council consists of 3 or 4 members

3 if the council consists of 5 or 6 members

4 if the council consists of 7 members

4.10.2. Council Members must be present in person at the Council meeting to be counted in establishing quorum.

4.11. **Council meetings**

4.11.1. At the option of the Council, Council meetings may be held by electronic means, so long as all Council Members and other participants can communicate with each other.

4.11.2. If a Council meeting is held by electronic means, council members are deemed to be present in person.

4.11.3. Leaseholders may attend Council meetings as observers.

4.12. **Voting at Council meetings**

4.12.1. At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.

4.12.2. If there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.

4.12.3. The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

4.13. **Council to Inform Leaseholders of Minutes**

4.13.1. The Council must inform Leaseholders of the minutes of all Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

4.14. **Delegation of Council's Powers and Duties**

4.14.1. Subject to subsections 4.14.2 through 4.14.4, the Council may delegate some or all of its powers and duties to one or more Council Members or persons who are not members of the Council, and may revoke the delegation.

4.14.2. The Council may delegate its spending powers or duties to the Property Manager, but only by a resolution that

4.14.2.1. delegates the authority to make an expenditure of a specific amount for a specific purpose, or

4.14.2.2. delegates the general authority to make expenditures in accordance with section 4.14.3.

4.14.3. A delegation of a general authority to the Property Manager to make expenditures must

4.14.3.1. Set a maximum amount that may be spent, and

4.14.3.2. Indicate the purposes for which, or the conditions under which, the money may be spent.

4.14.4. The Council may not delegate its powers to determine

4.14.4.1. Whether a person has contravened these Bylaws,

4.14.4.2. Whether an application to alter the Building and Landscaping Conformity of a Leasehold Interest or area should be granted,

4.14.4.3. Whether any agreements with the federal government of the Band should be approved, or

4.14.4.4. Whether a person should be fined, and the amount of the fine.

4.15. **Spending Restrictions**

4.15.1. A person may not spend the Association's funds unless the person has been delegated the power to do so in accordance with these Bylaws.

4.15.2. Despite section 4.15.1, a Council Member or the Property Manager may spend the Association's funds to repair or replace Common Area or Common Assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

4.16. **Council Member's Standard of Care**

4.16.1. In exercising the powers and performing the duties of the Association, each Council member must

4.16.1.1. act honestly and in good faith with a view to the best interests of the Association, and

4.16.1.2. exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

4.17. **Disclosure of Conflict of Interest**

4.17.1. A Council Member who has a direct or indirect interest in a contract or transaction with the Association must

4.17.1.1. disclose fully and promptly to the Council the nature and

extent of the interest,

4.17.1.2. abstain from voting on the contract or transaction, and

4.17.1.3. leave the Council meeting

4.17.1.3.1. while the contract or transaction is discussed, unless asked by Council to be present to provide information, and

4.17.1.3.2. while the Council votes on the contract or transaction.

4.18. **Limitation on Liability of Council Member**

4.18.1. A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.

4.18.2. Section 4.18.1 does not affect a Council Member's liability as a Leaseholder for a judgment against the Association.

5. PART 5 – ENFORCEMENT OF BYLAWS

5.1. **Maximum Fine**

5.1.1. The Association may fine a Leaseholder or tenant a maximum of $100 for each contravention of any provision of these Bylaws.

5.2. **Continuing Contravention**

5.2.1. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

5.3. **Collection of Arrears**

5.3.1. Notwithstanding any provision in these Bylaws regarding the collection of arrears, the Association will not register any liens or commence any actions in Provincial Court to collect arrears until the Association has delivered no less than two (2) written notices demanding payment and provided no less than sixty (60) days from the date of the first written notice for any outstanding arrears to be paid.

6. PART 6 – ANNUAL AND SPECIAL GENERAL MEETINGS

6.1. **Annual General Meeting**

6.1.1. The Association must hold an annual general meeting within two (2) months of its fiscal year end subject to 6.1.2.

6.1.2. The Association does not have to hold an annual general meeting if all of the Leaseholders waive, in writing, the requirement to hold an annual general meeting.

6.2. **Notice of the Annual General Meeting**

6.2.1. The Association must provide written notice of the annual general meeting not less than fourteen (14) days in advance of the meeting date and the notice must include:

6.2.1.1. a description of all proposed resolutions;

6.2.1.2. a copy of the most recent financial statements;

6.2.1.3. a copy of the proposed budget for the next fiscal year.

6.3. **Notice of Special General Meetings**

6.3.1. A Special General Meeting may be called by Council or by requisition signed by 25% of the Leaseholders, on fourteen (14) days written notice setting out full particulars of the business and issues to be addressed at such Special General Meeting

6.3.2. Where the Council determines that issues of the Association are urgent, a Special General Meeting may be called on less than fourteen (14) days written notice, provided reasonable steps to inform the Leaseholders are undertaken.

6.4. **Person to Chair Meeting**

6.4.1. Annual and Special General meetings must be chaired by the president of the Council.

6.4.2. If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.

6.4.3. If neither the president nor the vice president of the Council chairs the meeting, a chair must be elected by the Leaseholders present in person or by proxy from among those persons who are present at the meeting.

6.5. **Voters**

6.5.1. The following people are entitled to vote:

6.5.1.1. a Leaseholder provided the Leaseholder is not in arrears in relation to Fees;

6.5.1.2. a tenant who has been assigned the right to vote of a Leaseholder;

6.5.1.3. a mortgagee, but only in respect of insurance, maintenance, finance or other matters affecting the security for the mortgage and only if

6.5.1.3.1. the mortgage gives the mortgagee the right to vote, and

6.5.1.3.2. at least three (3) days before the meeting the mortgagee has given to the Association, the Leaseholder and the tenant referred to in section 6.5.1.2, if any, written notice of the mortgagee's intention to vote.

For clarity, if the mortgagee provides notice of its intention to vote pursuant to this subsection, the mortgagee will be voting on behalf of the Leaseholder or tenant, not in addition to the Leaseholder or tenant. The Leaseholder or tenant will still retain the entitlement to the vote on those matters that the mortgagee is not exercising the right to vote, provided the Leaseholder satisfies the condition in subsection 6.5.1.1.

6.6. **Proxies**

6.6.1. A document appointing a proxy

6.6.1.1. must be in writing and be signed by the person appointing the proxy,

6.6.1.2. may be either general or for a specific meeting or a specific resolution, and

6.6.1.3. may be revoked at any time.

6.6.2. A proxy stands in the place of the person appointing the proxy, and can do anything that person can do, including vote, propose and second motions and participate in the discussion, unless limited in the appointment document.

6.7. **Voting**

6.7.1. Each Leaseholder will be entitled to vote as set out in Schedule "D":

6.7.2. At an annual or special general meeting, voting cards must be issued to Leaseholders eligible to vote.

6.7.3. At an annual or special general meeting a vote is decided on a show of voting cards unless a Leaseholder requests a precise count.

6.7.4. If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

6.7.5. The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

6.7.6. If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

6.7.7. Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by a Leaseholder in attendance.

6.8. **Creating or Amending these Bylaws**

6.8.1. A resolution to create a new Bylaw or amend an existing Bylaw of the Association must be approved by way of a Special Resolution.

6.9. **Order of Business**

6.9.1. The order of business at annual and special general meetings is as follows:

6.9.1.1. certify proxies and corporate representatives and issue voting cards;

6.9.1.2. determine that there is a quorum;

6.9.1.3. elect a person to chair the meeting, if necessary;

6.9.1.4. present to the meeting proof of notice of meeting or waiver of notice;

6.9.1.5. approve the agenda;

6.9.1.6. approve minutes from the last annual or special general meeting;

6.9.1.7. deal with unfinished business;

6.9.1.8. receive reports of Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

6.9.1.9. approve the budget for the coming year, if the meeting is an annual general meeting;

6.9.1.10. deal with new business;

6.9.1.11. elect a Council, if the meeting is an annual general meeting; and

6.9.1.12. terminate the meeting.

6.10. **Annual or Special General Meeting Quorum**

6.10.1. Business must not be conducted at an annual or special general meeting unless a quorum is present.

6.10.2. A quorum for an annual or special general meeting is 1/3 ofthe association's votes being present in person or by proxy.

6.10.3. If within ½ hour from the time appointed for the annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

7. **PART 7 – FEES AND MAINTENANCE**

7.1. **Setting Fees and Alteration of Fees**

7.1.1. The Leaseholders will pay Fees based on an initial per unit amount of $80.00, adjusted in accordance with the units payable by each lot as set out in Schedule "B".

7.1.2. The Association may alter the Fees from time-to-time as deemed necessary to ensure the Association is able to properly repair and maintain the Common Area, the Common Property and the Multi-plex Units.

7.1.3. Subject to 7.1.4, and 7.1.5, any alteration to the Fees will be made by way of an Ordinary Resolution at either an annual general or special meeting.

7.1.4. The number of units payable by each lot, as set out in Schedule "B", may be amended by Special Resolution.

7.1.5. With respect to the possible reversion of lots 58, 64, 70, 75 through 77, 82 through 86 and 92 from the previous Leaseholder to the Company, where a lot reverts to the Company and the Company includes that lot as part of its RV rental pool, the Fees payable by the Leaseholder will, commencing in the First full month after the reversion or transfer, be altered to reflect the Fees paid with respect to similar lots.

7.1.6. Where a lot is removed from the RV rental pool by the Company, the Fees payable by the Leaseholder will, commencing in the first full month after the reversion or transfer, be altered to reflect the Fees paid with respect to similar lots.

7.1.7. With respect to lots leased by the Company, its affiliates or its principals or the Locatees and where a lot is no longer vacant, is developed by the Company or it removed from inclusion in the omnibus sublease issued to the Company, the Fees payable by the Leaseholder will be altered to reflect the Fees paid with respect to similar lots.

7.1.8. Move-in fees: a move-in fee of $50 will be charged to Leaseholders at the time of each tenant's move-in if their stay is to be longer than 30 days. This charge does not apply to the Turtle Lodges Resorts R.V. lots.

7.2. **Payment from Fees**

7.2.1. The Association will use a portion of the Fees for the Maintenance Services as set out in the annual budget and as required from time-to-time.

7.3. **Maintenance Services**

7.3.1. The Association will ensure that the following Maintenance Services are provided:

7.3.1.1. garbage collection for the Leaseholders;

7.3.1.2. hydro, water and sewer service;

7.3.1.3. recycling services;

7.3.1.4. Snow removal on the Roadways and Designated Visitor parking areas. Leaseholders are responsible for clearing the snow from their own driveways and walkways.

7.3.1.5. lawn care and landscaping, if applicable, of the Common Area;

7.3.1.6. care and maintenance for the exteriors of the Multi-plex Units;

7.3.1.7. care and maintenance at the Boat Launch Area; and

7.3.1.8. such other services as the Association may determine from time-to-time.

7.4. **Condo Maintenance Fees**

7.4.1. The Leaseholders who own Multi-plex Units must pay the Association Condo Maintenance Fees, payable on June 1, 2006, and on the first of every month thereafter.

7.4.2. The Association shall calculate the share of the Condo Maintenance Fees payable by each of the Leaseholders by dividing equally the Condo Maintenance Fees by the number of Multi-plex Units that are leased.

7.4.3. The Association shall use the Condo Maintenance Fees exclusively for payment of:

7.4.3.1. Multi-plex Insurance; and

7.4.3.2. Repairs and maintenance exclusively on the Multi-plex Units.

7.4.4. For the purpose of payment, collection and enforcement, the Condo Maintenance Fees will be subject to the same rules and requirements surrounding Fees as set out in Part 2 of these bylaws.

8. <u>PART 8 – PROPERTY MANAGER</u>

8.1. **Independent Property Manager**

8.1.1. Any Property Manager that the Association retains must be an arm's length party to the Company, including the principals of the Company.

8.2. **Duties of the Property Manager**

8.2.1. The Property Manager will have the following duties:

8.2.1.1. managing the day-to-day operations of the Association;

8.2.1.2. serving as the administrative office of the Association, including:

8.2.1.2.1. receiving correspondence on behalf of the Association, and

8.2.1.2.2. preparing and circulating notices and information materials for annual general and special meetings;

8.2.1.3. making recommendations regarding and arranging for the provision of the Maintenance Services;

8.2.1.4. collecting and accounting for the Fees, including making recommendations to the Council regarding collection of arrears and implementing any decisions of the Council;

8.2.1.5. managing the Contingency Fund;

8.2.1.6. collecting any Special Assessment;

8.2.1.7. managing the delivery of and completion of any work contemplated under a Special Assessment; and

8.2.1.8. such other services as the Association may determine from time-to-time.

8.3. **Limits on the Property Manager's Authority**

8.3.1. The Council will delegate its spending authority to the Property Manager pursuant to section 4.14, subject to the following restrictions:

8.3.1.1. The Property Manager may spend a maximum of $2,000 on any single expense, subject to:

8.3.1.1.1. any monthly expense for the provision of a Maintenance Service approved by the Association at an annual general or special meeting;

8.3.1.1.2. any expenses contemplated in relation to a Special Assessment; or

8.3.1.1.3. any expense required under section 4.15.2;

8.4. **Compensation of Property Manager**

8.4.1. The Property Manager will be paid by the Association from the Fees.

9. PART 9 – SPECIAL ASSESSMENT

9.1. Authority for Special Assessment

9.1.1. The Association may raise money from the Leaseholders for out-of-the-ordinary course of business expenses by means of a Special Assessment.

9.1.2. The resolution to approve a Special Assessment must set out all of the following:

9.1.2.1. the purpose of the Special Assessment;

9.1.2.2. the total amount of the Special Assessment;

9.1.2.3. the method used to determine each Leaseholder's share of the Special Assessment;

9.1.2.4. the amount of each Leaseholder's share of the Special Assessment;

9.1.2.5. the date by which the Special Assessment is to be paid or, if the Special Assessment is payable in installments, the dates by which the installments are to be paid.

9.2. Calculation of Special Assessment

9.2.1. The Association must calculate each Leaseholder's share of a Special Assessment as follows:

9.2.1.1. based on an equal share of the Special Assessment payable by each Leaseholder, in which case the assessment must be approved by an Ordinary Resolution passed at an annual or special general meeting, or

9.2.1.2. in another way that establishes a fair division of expenses for that Special Assessment, in which case the Special Assessment must be approved by a Special Resolution at an annual or special general meeting.

9.3. Use of Special Assessment

9.3.1. The Association must

9.3.1.1. use the money collected for the purpose set out in the resolution, and

9.3.1.2. inform Leaseholders about the expenditure of the money collected.

9.3.2. If the amount collected exceeds that required, or for any other reason is not fully used for the purpose set out in the resolution, the Association must return the money to the Leaseholders in amounts proportional to their contributions.

9.4. **Collection of Special Assessment**

9.4.1. The Leaseholders will pay the Special Assessment levied by the date agreed upon at the annual general or special meeting at which the Special Assessment was approved.

9.4.2. If a Leaseholder fails to pay the Special Assessment levied by the date agreed upon, the Association may, at the discretion of the Council and without need of a special meeting of the Leaseholders, take action to recover any arrears in Special Assessment from a defaulting Leaseholder, such action to include but not limited to the following:

9.4.2.1. instructing the Property Manger to make written demands for payment;

9.4.2.2. registering a lien against a Leasehold Interest when arrears exceed a total of $500; and

9.4.2.3. instructing the Property Manager to commence an action in Provincial Court (Small Claims Court) when arrears exceed a total of $750.

If the Association takes any such action, the defaulting Leaseholder will be responsible for any legal or professional costs incurred by the Association in respect to such action, such costs to be added to the Fees at the time of collection.

9.4.3. As the levying of a Special Assessment includes notice to each Leaseholder and approval at a meeting, the Association's actions to collect a Special Assessment will not be subject to the notice provisions in subsection 5.3.

10. <u>PART 10 – INSURANCE</u>

10.1. Insurance on Common Area and Common Assets

10.1.1. The Association will ensure that it obtains the following insurance:

10.1.1.1. property and general liability coverage that complies with any insurance requirements set out in any subleases relating to the Common Area, which, for clarity, includes the Permit Area and water treatment facilities on the Easement Area; and

10.1.1.2. any additional property and general liability coverage that the Association determines is necessary or desirable with respect to the Common Area and the Common Assets.

10.2. **Insurance on Multi-plex Units**

10.2.1. The Association will ensure that it obtains the following insurance:

10.2.1.1. property coverage for the exterior of any Multi-plex Units;

10.2.1.2. general liability coverage relating to the commonly shared property on the lots of the Multi-plex Unites on which the Association will be providing services; and

10.2.1.3. any additional coverage that the Association determines is necessary or desirable with respect to the Common Area and the Common Assets.

11. PART 11 – BUILDING AND LANDSCAPING CONFORMITY

11.1. **Powers of Council**

11.1.1. Council may make decisions on the Building and Landscaping Conformity of a Leaseholder's Leasehold Interest oran area within Turtle Lodges, including but not limited to:

11.1.1.1. the design, including non-conforming exterior features of the buildings and other structures on the Leasehold Interest or in the area;

11.1.1.2. the general appearance of buildings and other structures on the Leasehold Interest or in the area, including the colour scheme of a building, which includes the trim or doors of that building; and

11.1.1.3. the landscaping on the Leasehold Interest or in the area.

11.2. **Applications to Council on Building and Landscaping Conformity**

11.2.1. All applications to Council must be in writing.

11.2.2. Upon receipt of an application to consider an issue relating to Building and Landscaping Conformity, the Council will have one (1) month to request additional information from the applicant Leaseholder.

11.2.3. Within one (1) month of receipt of the additional information requested under 11.2.2, the Council will schedule a hearing relating to the Building and Landscaping Conformity application, and will advise all Leaseholders of the hearing date and time.

11.2.4. Council must give the applicant Leaseholder a written decision within two (2) weeks of the hearing.

11.2.5. Any application considered under this Part may not be submitted for reconsideration for a period of twelve (12) months from the date of the decision referred to in section 11.2.4.

12. **PART 12 – PARKING AND TRAFFIC**

12.1. **Parking Requirements**

12.1.1. Vehicles must be properly parked within the boundaries of:

12.1.1.1. the Leaseholder's Leasehold Interest; or

12.1.1.2. the Designated Parking Areas.

12.1.1.3. Roadway parking exemption to cottages 48 – 54 for 1 additional parking space on roadway. Parked vehicle must provide 16ft of roadway, from vehicle edge to roadway edge, to allow for emergency vehicle passage. Any vehicle in violation of this passage requirement will be towed without warning and at owner's expense.

12.1.2. No vehicles may be parked on the Roadways or the Common Area, except for the Designated Parking Areas.

12.1.2.1. No recreation vehicles, trailers, boats, campers or utility trailers may be parked on the roadways, common areas, or driveways of homes, cottages and RV lots. The four-plex building driveways are common property and assigned and designated to specific units. There is a 72-hour grace period.

12.1.2.2. No unlicensed or uninsured (insured is defined as having a license plate with a valid sticker) vehicles may be parked on the roadways, common areas, or driveways of homes, cottages and

RV lots. The four-plex building driveways are common property and assigned and designated to specific units. This does not include the compound.

12.2. **Visitor Parking**

12.2.1. The Designated Parking Areas will be parking reserved for visitors and invitees to Turtle Lodges.

12.2.2. Visitors and invitees of the Leaseholders or tenants may not park in the Designated Parking Areas for more than two (2) consecutive nights, without the authorization of the Council.

12.2.3. Leaseholders and tenants will not be permitted to use the visitor parking for their personal use, subject to section 12.4.

12.2.4. Any vehicle not in compliance with this Bylaw may be towed at the owner's sole expense.

12.3. **Parking Enforcement**

12.3.1. The Association may establish maximum hours for parking in the Designated Parking Areas.

12.3.2. If the Association established such limitations, the Association will provide reasonable signage advising any Leaseholders, tenants, occupants or visitors of such limitations andthe consequences of violating those limitations.

12.3.3. Any vehicles not in compliance with this section may be towed by the Association at the vehicle owner's sole expense.

12.3.4. If the vehicle towed pursuant to section 12.2.3 is owned by a Leaseholder, the Association may also fine the Leaseholder pursuant to Part 5.

12.4. **Rental of Parking Spaces**

12.4.1. Subject to section 12.3.2, the Council may, at its sole discretion, rent parking spaces on a monthly basis to a Leaseholder or tenant who do not have sufficient parking in the Leaseholder's Leaseholder Interest, at a rate established by the Council from time-to-time.

12.4.2. The Council will not rent parking spaces pursuant to 12.3.1 where the rental of such spaces would unduly limit the availability of parking for invitees or visitors.

12.5. **Speed Limits and Enforcement**

12.5.1. The Association may establish speed limits on the Roadways in Turtle Lodges.

12.5.2. Any Leaseholder not in compliance with the established speed limits may be fined pursuant to Part 5 of these Bylaws.

13. PART 13 – PETS

13.1. For the purposes of this section, “nuisance” means any unreasonable noise or poses a physical threat or danger to any person.

13.2. Any person must ensure that all pets are leashed at all times when on Common Area.

13.3. Any person must clean-up after any and all pets with respect to any mess on Common Area or on any Leasehold Interest that is not their own.

13.4. A Leaseholder or tenant who keeps a pet that proves to be a nuisance, whether on the Leaseholder’s Leasehold Interest or on the Common Area, may be ordered by the Council to remove the animal from Turtle Lodges.

13.5. Any Leaseholder or tenant who fails to comply with an order from the Council within seven (7) days of receipt of written notice, will be fined pursuant to Part 5 of these Bylaws.

13.6. The following is a list of "Dangerous dog breeds" which are prohibited on all Leaseholder interests or common area. Council may order any aggressive dog to be removed from Ellison Lake Leaseholders Association (ELLA) property that has, in the judgment of the Board of ELLA, attacked, bitten or caused injury or has attempted to attack, bite or cause injury to a person or domestic animal.

1) Pit bull (Stafford Shire Bull Terrier/American Pit Bull Terrier/American Stafford Shire Terrier)
2) Rottweiler
3) German Shepherd
4) Alaskan Malamute
5) American Eskimo
6) Akita
7) Wolf Hybrid
8) Chow Chow

9) Doberman Pinscher
10) Husky
11) Mastiffs

13.7. All cats of a Leaseholder or tenant has must be spayed/neutered.

14. PART 14 – BOAT LAUNCH

14.1. Access to Boat Launch

14.1.1. The Boat Launch will be available for use by the following:

14.1.1.1. a Leaseholder;

14.1.1.2. a tenant of a Leaseholder;

14.1.1.3. invitees of a Leaseholder;

14.1.1.4. invitees of the Locatees;

14.1.1.5. a renter of a Commercial RV Rental Lot.

14.1.2. Any invitees of a Leaseholder or tenant must be accompanied by the Leaseholder or tenant.

14.1.3. The Association may require persons not eligible to use the boat Launch to leave the Boat Launch Area.

14.2. Hours of Operation

14.2.1. The Council may determine appropriate hours of operation for the Boat Launch, and will post appropriate signage at the boat launch advising as to the hours of operation.

14.2.2. Where a Leaseholder, tenant of a Leaseholder or invitees of a Leaseholder use the boat launch outside the established hours of operation, the Association may fine the Leaseholder and/or the tenant pursuant to Part 5 of these Bylaws.

15. PART 15 – SEPTIC FIELD

15.1. Reversion of the Septic Field

15.1.1. At such time as:

15.1.1.1. the Company has paid for the connection to municipal sewage and water facilities for any and all lots that may be developed at Turtle Lodges; and

15.1.1.2. those connections are completely connected and functioning properly and are adequate to serve all lots at Turtle Lodge,

the Association will co-operate with the reversion of the Leasehold Interest in the Septic Field to the Company.

15.2. **Development of Septic Field After Reversion**

15.2.1. If the Leasehold Interest in the Septic Field reverts to the Company, the Company's ability to develop the Septic Field will be subject to the following:

15.2.1.1. Any development of the Septic Field must be in harmony with the general residential nature of Turtle Lodge;

15.2.1.2. The Company will, at its sole expense, satisfy any remediation obligations in relation to the Septic Field;

15.2.1.3. The Company will, in its development plan, provide for any additional parking requirements that arise out of the development of the Septic Field and uses post-development, whether residential or commercial; and

15.2.1.4. The development must be in accordance with the Building and Landscaping Conformity provisions of these Bylaws.

15.2.2. Notwithstanding subsection 15.2.1.1, the Company may apply to develop the Septic Field lot with minor commercial development such as a convenience store.

15.2.3. If there is any dispute regarding the Association's rejection of a development application under this section, the Company may seek to review of that decision under the binding arbitration provisions in subsection 17.2 of these Bylaws.

16. **PART 16 – DEVELOPMENT WITHIN TURTLE LODGES**

16.1. **Development of Lots 115 through 118 and Lot 124**

16.1.1. The Company's ability to develop Lots 115, 116, 117, 118 and 124 at Turtle Lodges will be subject to the following conditions:

16.1.1.1. any development of these lots must be in harmony with the general residential nature of Turtle Lodges;

16.1.1.2. the Company will obtain any consents required of INAC and any necessary building permits to ensure that the proposed alterations comply with any INAC or other applicable standards;

16.1.1.3. the Company will have to pay for any upgrades required to the water, sewage or other similar services and facilities that are reasonably required to ensure services to all lots at Turtle Lodges as if all lots had been developed and as supported by an independent report provided by the Company;

16.1.1.4. the Company will, in its development plan, provide for any additional parking requirements that arise out of the development of these lots and uses post-development; and

16.1.1.5. the development must be in accordance with the Building and Landscaping Conformity provisions of these Bylaws.

16.1.2. If there is any dispute regarding the Association's rejection of a development application under this section, the Company may seek to review of that decision under the binding arbitration provisions in subsection 17.2 of these Bylaws.

16.2. **Development of Lots 105-1 and 105-2**

16.2.1. The Leaseholders' ability to develop Lots 105-1 and 105-2 at Turtle Lodges will be subject to the following conditions:

16.2.1.1. the Leaseholders will obtain any consents required of INAC and any necessary building permits to ensure that the proposed alterations comply with any INAC or other applicable standards;

16.2.1.2. if developing a Multi-plex Unit on Lots 105-1 and 105-2, the Leaseholders will:

16.2.1.2.1. cede to the Association a portion of Lot 105-1 as part of the Common Area, as identified in Schedule "E";

16.2.1.2.2. ensure that any buildings, fences or structures erected on Lot 105-1 will not extend south onto the area beyond the imaginary line continuing from the south border of Lot 106 to the waterfront, as identified in Schedule "E", except as contemplated in 16.2.1.2.4.;

16.2.1.2.3. ensure that any landscaping on that portion of Lot 105-1 that lies south of the imaginary line continuing from the south border of Lot 106 to the waterfront, as identified in Schedule "E", will not inhibit the view corridor over that area; and

16.2.1.2.4. ensure that any architectural appurtenance, railing, trellis or similar structure that is erected along any retaining wall necessary to satisfy an INAC requirements or safety requirements on that portion of Lot 105-1 that lies south of the imaginary line continuing from the south border of Lot 106 to the waterfront, as identified in Schedule "E", will be predominantly transparent, to the degree that such construction materials are available.

16.2.2. For clarity, the requirements set out in subsection 16.2.1.2 are not applicable where the Leaseholders develop one single family dwelling on each of Lot 105-1 and Lot 105-2.

16.2.3. If there is any dispute regarding the Association's rejection of a development application under this section, the Company may seek to review of that decision under the binding arbitration provisions in subsection 17.2 of these Bylaws.

17. **PART 17 – DISPUTE RESOLUTION**

17.1. **Voluntary Dispute Resolution**

17.1.1. A dispute among Leaseholders, tenants, the Association or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

17.1.1.1. all the parties to the dispute consent, and

17.1.1.2. the dispute involves a provision of these Bylaws.

17.1.2. A dispute resolution committee consists of

17.1.2.1. one Leaseholder nominated by each of the disputing parties and one Leaseholder chosen to chair the committee by the persons nominated by the disputing parties, or

17.1.2.2. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

17.1.3. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

17.2. **Arbitration**

17.2.1. Where disputes arise in relation to these Bylaws under Parts 14 or 15 and the parties are unable to resolve the dispute through mutual agreement, the matter shall be referred to binding arbitration in accordance with the *Commercial Arbitration Act*, R.S.B.C., 1996 c. 55 and any amendments thereto.

17.2.2. If the parties can agree on a single arbitrator, the matter will be heard by that arbitrator, failing which each party will appoint and arbitrator and an umpire will be selected by the appointed arbitrators.

17.2.3. The parties will share equally the costs of any arbitration under this section.

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
24	Cottage (Non-Lake)	0
25	Cottage (Non-Lake)	1
26	Cottage (Non-Lake)	0
40	Cottage (Non-Lake)	2
41	Cottage (Non-Lake)	0
42	Cottage (Non-Lake)	0
43	Cottage (Non-Lake)	0
44	Cottage (Non-Lake)	0
45	Cottage (Non-Lake)	0
46	Lake Cottage	0
47	Lake Cottage	0
48	Lake Cottage	1
49	Lake Cottage	1
50	Lake Cottage	1
51	Lake Cottage	1
52	Lake Cottage	1
53	Lake Cottage	1
54	Lake Cottage	1
55	Lake Cottage	1
56	Commercial RV Rental	0
57	Commercial RV Rental	0
58	RV Lease	1

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
59	Commercial RV Rental	
60	Commercial RV Rental	
61	Commercial RV Rental	
62	RV Lease	
63	Cottage (Non-Lake)	
64	RV Lease	
65	RV Lease	
66	Administrative Office	
67	RV Lease	
68	Commercial RV Rental	
69	Commercial RV Rental	
70	RV Lease	
71	Commercial RV Rental	
72	Commercial RV Rental	
73	Commercial RV Rental	
74	RV Lease	
75	Commercial RV Rental	
76	Commercial RV Rental	
77	Commercial RV Rental	
78	RV Lease	
79	RV Lease	
80	RV Lease	

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
81	Commercial RV Rental	0.25
82	RV Lease	1
83	RV Lease	1
84	RV Lease	1
85	RV Lease	1
86	RV Lease	1
87	Commercial RV Rental	0.25
88	Commercial RV Rental	0.25
89	Commercial RV Rental	0.25
90	Commercial RV Rental	0.25
91	Commercial RV Rental	0.25
92	Commercial RV Rental	0.25
94	Lakefront House	1
95	Lakefront House	1
96	Lakefront House	1
97	Lakefront House	1
98	Lakefront House	1
99	Lakefront House	1
100	Lakefront House	1
101	Lakefront House	1
102	Lakefront House	1
103	Lakefront House	1

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
104	Lakefront House	1
105-1	4-Plex	1
105-2	4-Plex	1
106-1	4-Plex	1
106-2	4-Plex	1
106-3	4-Plex	1
106-4	4-Plex	1
107-1	4-Plex	1
107-2	4-Plex	1
107-3	4-Plex	1
107-4	4-Plex	1
108-1	4-Plex	1
108-2	4-Plex	1
108-3	4-Plex	1
108-4	4-Plex	1
109-1	4-Plex	1
109-2	4-Plex	1
109-3	4-Plex	1
109-4	4-Plex	1
110-1	4-Plex	1
110-2	4-Plex	1
110-3	4-Plex	1

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
110-4	4-Plex	1
111-1	4-Plex	1
111-2	4-Plex	1
111-3	4-Plex	1
111-4	4-Plex	1
112-1	4-Plex	1
112-2	4-Plex	1
112-3	4-Plex	1
112-4	4-Plex	1
113-1	4-Plex	1
113-2	4-Plex	1
113-3	4-Plex	1
113-4	4-Plex	1
114-1	4-Plex	1
114-2	4-Plex	1
114-3	4-Plex	1
114-4	4-Plex	1
119-1	4-Plex	1
119-2	4-Plex	1
119-3	4-Plex	1
119-4	4-Plex	1
120-1	4-Plex	1

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
120-2	4-Plex	1
120-3	4-Plex	1
120-4	4-Plex	1
122-1	4-Plex	1
122-2	4-Plex	1
122-3	4-Plex	1
122-4	4-Plex	1
123-1	4-Plex	1
123-2	4-Plex	1
123-3	4-Plex	1
123-4	4-Plex	1
115		0
116		0
117		0
118		0
124		0
131	Cottage (Non-Lake)	1
132	Cottage (Non-Lake)	1
133	Cottage (Non-Lake)	0
134	Cottage (Non-Lake)	1
135	Cottage (Non-Lake)	1
136	Cottage (Non-Lake)	1

SCHEDULE “B” ASSOCIATION FEES

Lot Number	Lot Type	Number of Units
137	RV Lease	1
138	RV Lease	1
139	RV Lease	1
REM 15-3-1	Septic Field	0

SCHEDULE "C"

COUNCIL WARDS

AND

NOMINATION AND ELECTION OF COUNCIL MEMBERS

Council Wards and Composition

The Council will be composed of seven (7) members based on the following:

Ward Name	Lots		Number of Council Members
Lakeshore Homes	Lots 94 through 104, Lots 105-1 and 105-2		1
Multiplexes North	Lots 106-1 through 114-4, Lots 119-1 through 120-4, and Lots 122-1 through 123-4		3
Cottages	Lot 40, Lots 48 through 55, and Lot 63, and Lots 131 through 132 and Lots 134 through 136		1
Commercial RV Lots	Lot 59, Lot 66, Lots 68 through 69, Lots 71 through 73, Lots 75 through 77, Lot 81 and Lots 87 through 92		1
RV Leases	Lot 58, Lot 62, Lots 64 through 65, Lot 74, Lots 78 through 80, Lots 82 through 85, and Lots 137 through 139		1

SCHEDULE "D"

VOTING RIGHTS

1. Each lot will be entitled to one vote regardless of the number of individuals or corporations registered as the Leaseholder.

2. Notwithstanding section 1 of this Schedule "D" and subject to section 3 of this Schedule "D", where the following lots:

   a) Lots 59, 66, 68, 69, 71, 72, 73, 75, 76, 81, 87, 88, 89, 90, 91 and 92,

   remain part of an RV pad rental pool and used in such commercial enterprise, the Leaseholder of those lots will collectively be entitled to vote based on the following formula:

   b) One vote for every four lots, without fractional votes being assigned,

   such votes to be cast at either an annual general or a special meeting, save and except voting for Council members in which case each lot will be entitled to cast one vote to elect the representative for the Council Ward.

3. Where a lot that is designated as an RV lot and is not listed in section 2 reverts or is otherwise transferred from a current Leaseholder to the Leaseholder owning the lots listed in section 2, the entitlement to one vote that currently rests with that lot will be rescinded and the lot will be included in the calculation of votes under the formula set out in section 2 of this Schedule "D".

4. Notwithstanding section 1 of this Schedule "D" and subject to section 5 of this Schedule "D", where the following lots:

   a) Lots 24, 26, 40, 41, 42, 43, 44, 45, 46, 47, 56, 57, 60, 61, 77, 115, 116, 117, 118, 124, and 133

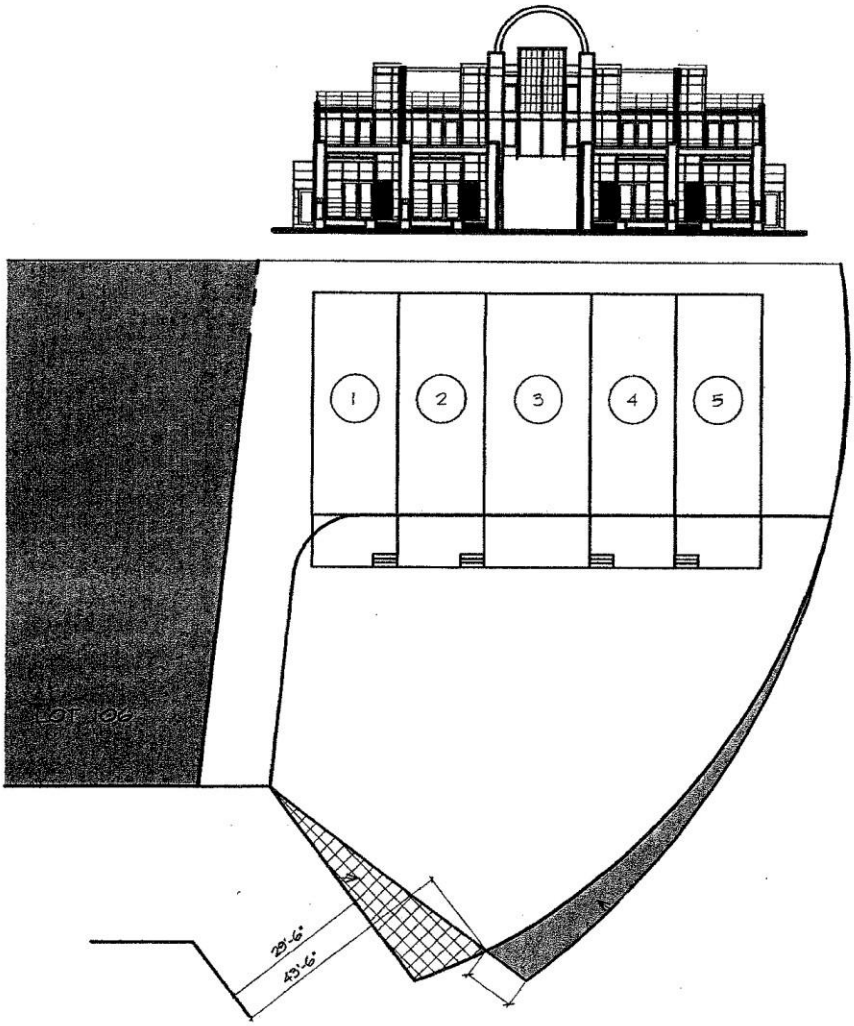
   Remain subject to an omnibus sublease, the Leaseholder of those lots under the omnibus sublease will collectively be entitled to two votes at either an annual general or special meeting, with any vote to be

cast to elect the representative for the Council Ward as if it were being cast by a Leaseholder of Lot 40.

5. Where a lot that is currently listed under the omnibus sublease is transferred and made subject of a new sublease, the lot will be entitled to one vote, unless the lot will be used as part of the RV rental pool in which case it will be included in the lots and formula set out in section 2 of this Schedule “D”.

SCHEDULE “E”

LOTS 105-1 AND 105-2


1
2
3
4
5
LOT 106
28'-6"
43'-6"

SCHEDULE “F”

EASEMENT AGREEMENT

EASEMENT AGREEMENT

BETWEEN:

TURTLE LODGES RESORT LTD. (the "Company")

OF THE FIRST PART

AND:

ELLISON LAKE LEASEHOLDERS' ASSOCIATION (the "Association")

OF THE SECOND PART

WHEREAS:

A. Pursuant to the Head Lease date April 1, 2005 entered into between **HER MAJESTY IN RIGHT OF CANADA,** as represented by the Minister of Indian Affairs and Northern Development, and **TURTLE LODGES RESORT LTD.** A BODY CORPORATE (Incorporation No. 650111) duly incorporated pursuant to the laws of the province of British Columbia, and having its registered office at #209 – Highway 97, Kelowna Province of British Columbia, V4V 1E7, was granted title as a Lessee to Lot 93, a lot governed by the Head Lease, as identified in Schedule "A" (the "Lot").

B. The Association requires an easement over the Lot with respect to access for care and maintenance of the water and/or sewer services and facilities on the Lot for which the Association is obligated to manage the services and facilities (the "Easement").

C. The Company wishes that the Association be able to satisfy that obligation and permit access of the Association members to the lakefront.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The Company hereby grants in favour of the Association the Easement for the right of uninterrupted access to the Lot for the purpose of:
   a) caring for, maintaining, repairing or replacing the water and sewer services and facilities; and
   b) caring for and maintaining the lakeshore for the Association.
   (collectively, the "Services")

2. The Company covenants to allow the Association or its members, agents, employees, or contractors reasonable access to the Lot for the purpose of caring for, maintaining, repairing or replacing the Services and caring for and maintaining the lakeshore at the expense of the Association.

3. The Company covenants with the Association that the Company will not do or knowingly permit to be done any act or thing which will interfere with the rights granted to the Association or access to either the Services or the lakeshore on the Lot.

4. The Association covenants and agrees with the Company to repair any damage to the Lot caused or arising out of its use, repair, or replacement of Services or care or maintenance of the lakeshore on the Lot.

5. The term of the Easement shall be from April 1, 2005 to March 30, 2054.

6. The Association will indemnify the Company against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury, damage or obligation arising out of or connected with the exercise of the rights granted in this Easement.

7. It is mutually understood and agreed by and between the parties hereto that this Easement and the covenants herein contained shall be construed as running with the land.

8. The parties agree that they will do such further acts and give such further assurances as necessary to implement the true intent and meaning if this Agreement.

9. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their administrators, personal representatives, successors and assign.

10. This Agreement may be executed in any number of counterparts or by facsimile, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or facsimile.

EXECUTED on the_____day of September, 2005 at_____, British Columbia.

_____

per TURTLE LODGES RESORT LTD.
(authorized signatory)

_____

per ELLISON LAKE LEASEHOLDERS' ASSOCIATION
(authorized signatory)

SCHEDULE “A”

TURTLE LODGES RESORT

SCHEDULE “B”

ASSOCIATION FEES

SCHEDULE “A”

[INSERT DIAGRAM SETTING OUT LOCATION OF LOT 93 FOR REFERENCE AS TO THE PROPERTY]

ELLA

(Ellison Lake Leaseholders Association)

Division of Property & Responsibilities

1. **General:** ELLA is a community located on the northern shore of a lake commonly known as "Duck Lake". The development is "somewhat unique" in that it encompasses approximately 11 acres and varied residential units as follows:
   - Fourplex buildings
   - Custom lakeshore homes
   - Lakeshore cottages
   - Non-lakeshore cottages
   - Developed RV pads
   - **Common area**
   - Turtle Lodges (locatees) control a number of residential units, office, RV pads, and undeveloped properties within the community
   - The property is governed by a 49-year lease. All subleases must insure they have copiesof the head lease, sublease, and by-laws as it relates to the overall agreement of the said lease and are familiar with the terms and conditions of same.

2. **Purpose:**
   - Attached is a **clarification of responsibilities** in an attempt to insure there is a clear understanding of maintenance issues and who is responsible for what.
   - Anything that is not fully defined or covered in this document will be considered &
   - determined by a vote of Council.
   - Any repairs, additions or changes to the exterior of properties MUST conform to ELLA standards with regard to design, material used, colour, etc. as per bylaws. Any changesmust be approved by the ELLA Council, in writing.
   - It is the intention of the ELLA Council to strive to ensure that all parties adhere to theagreements in place, respect each others' rights and that we all live in peace and harmony.
   - Should a property be rented, it remains the responsibility of the **sublease holder** to ensure that tenants are fully aware of the by-laws. Only owner requested modifications will be considered by Council. It is the responsibility of the owner (should a tenant make a modification without approval) to remove, restore, maintain that said modification. Further, any and all communication to ELLA Council must be from the sublease owner.

COMMON PROPERTY

ELLA will be responsible to maintain, repair and replace the following items as it relates to the common area property:
Note: Individual homes, improvements on RV pads, cottages and properties retained by Turtle Lodges are excluded.

1. **Ground maintenance:** the Association will let out by contract or hire personnel to cut the grass on a weekly basis during the growing season on all the grassed areas on pinned properties and common areas. This includes but is not limited to lot 105 A&B (commonly referred to as Manning Park), lot 115-119 Omni bus lots (upper field park), lot 47 (boat launch park), triangle flower bed near entrance of Alveston Boulevard. The Association may have the hired personnel do the trimming and shaping of all junipers, cedars and any other non blooming shrubs that mayhave been grown in any private flower beds. The Association will have said contracted personnel look after all the trees on Ella Common properties. The Association holds the right for the following:
   a) to remove or plant trees decided upon
   b) control the height of all trees on the properties
   c) all retaining walls presently on ELLA common properties that were constructed for and paid by the Association. On the recommendation of an Engineer, the Association can construct and pay for future retaining walls that be may required to stabilize slope movement or soil erosion that may endanger pinned property.

2. **Roadways:** maintain paved roadways and repair pavement, potholes, etc., as deemed a priority by Council.

3. **Snow removal:** the Association will initiate the snow removal on the garbage pad and Postal service area when 5 cm/2 inches of snow has accumulated.

   The snow removal of the road ways is left to the discretion of the Association but must be efficient enough so that the residence or emergency vehicles do not have difficulties navigating the road ways. The responsibility of snow removal from the road way to the unit entrance including stairs and driveway is that of the owners or subleases. Snow should not be piled on the road ways.

4. **Street lighting:** bulbs, ballasts, poles, and any other items required to keep streetlights functioning properly.

S. **Street drainage:** including the cleaning of catch basins and replacing any manhole or other covers that may be required.

6. **Sewage treatment plant:** including septic system, field, lift station, RBC must be kept

operational at all times. Blockages within the individual units which are due to owner negligenceare not covered.

7. **Fire hydrants:** will be inspected and certified annually by a reliable, certified company and reports submitted.

8. **Fenced RV compound:** to be operated and maintained by ELLA. Permission to park vehicles, trailers, boats, etc., must be obtained in advance from Council. **Note:** all of the above must have a minimum of $1,000,000 liability insurance at all times and provide Council with proof of same. Residents using the compound agree to follow the adopted rules and guidelines defined in appendix A. The shed within the storage compound to be kept in good repair for storage and other purposes.

9. **Irrigation system:** irrigation systems including all the electric time clocks, solenoids, piping,spray heads and other parts that may be required.

10. **Water system:** maintain the well/wells to ensure the provision of potable water to all leased residences and common areas that use this water source. ELLA will carry out certified water testing on a regular basis to ensure the quality of same. ELLA will also replace or repair any underground water piping lines up to and including the street shut off valves on all properties.

11. **Water feature:** maintain the water feature at the entrance of the community. If not so desired,this will be determined by vote at a general meeting.

12. **Fencing:** all perimeter fencing enclosing ELLA Common property.

13. **Insurance:** proper insurance will be in place at all times to cover common areas, mechanical equipment and will, upon renewal, ensure that competitive quotes are obtained prior to selection.

14. **Power:** supply and maintain proper wiring from the transformers to the meters (all utilitiesrelated to common area)

MULTIPLEX PROPERTIES

ELLA will be responsible to maintain, repair and replace the following items as it relates to the **fourplex units** ***using funds from the Multiplex Repair and Maintenance fund or Special assessments*** (special assessments for multiplex repairs are only paid by multiplex owners):

Note: Special assessments related to multiplex units based on square footage for roofs, doors, etc.

1. **Roofing:** repair and replace when deemed necessary and including trusses, sheathing, etc.

2. **Vents:** all roof vents, chimneys, and any piping excluding dryer vents that extend to the interior of the units.

3. **Eaves trough:** soffits, eaves troughing c/w down spouts to be kept free of leaves and debris, and fascia boards to be maintained.

4. **Exterior:** all exterior of the entire building including stairs, railing, decks, stucco, wood trim, carport trellis, etc.

The modified carport roofs on units #114-4 & #123-4 are excluded.

5. **Windows:** window glass replacement if damaged from the outside only and/or the sealed unit fails.

6. **Building integrity:** monitoring the integrity of the superstructure (i.e., foundation, perimeter drainage) as required.

7. **Wiring:** supply and maintain proper wiring and power from the transformer up to and includingthe main breaker in the outside mechanical room.

8. **Painting:** repair and painting to the exterior only of the front door, trim, garage doors and trellises.

9. **Insurance:** ELLA will provide the pertinent insurance for the fourplex buildings, not including any interior improvements, personal liability, rental income and contents insurance.

10. **Water:** ELLA will replace or repair any underground piping service to the building up to and including the isolation valve in the laundry/utility room. Exterior hose bibs included.

11. **Driveways:** ELLA will replace or repair the deteriorated driveway concrete. This excludes the concrete floor in the garage as this is owned by the upper unit.

Note: It should be understood that at this time, funding is not available to make certain desired improvements. Council will focus first on safety concerns, secondly on needed repairs and finally **on cosmetic issues.**

12. **Sewer pipes:** from the soil stacks to the connection point at the main sewer line are the

responsibility of the owner, this includes sewer clean out caps at the grade level and piping down to the sewer line. The reasoning for this, the sewer lines are shared between units up tothe main sewer line at the street.

The Subleasee (owner) of a unit in a fourplex is responsible for the following:

1. **Wiring:** supply and maintain proper wiring from the main breaker in the outside mechanicalroom to the breaker panel in the utility/laundry room and throughout the unit.

2. **Windows:** window glass replacement if damaged from the inside only. Replace window screens. The window trim portions that are attached to the interior portion of the drywall side of the wall.

3. **Doors:** all exterior doors (including large garage door), latches, locks and all the mechanisms required to operate same.

4. **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.

5. **Plumbing:** All plumbing fixtures (toilets, tubs, showers, sinks). Exterior hose bibs excluded.

6. **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance.

7. **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture andbulbs. ELLA Council retains the right as to the size and colour of the bulb.

8. **Insurance:** proper insurance will be in place at all times to cover the contents of the unit and any improvements of the interior of the unit. Owners must ensure that their insurance covers the current insurance policy deductible requirements in case of water damage that originates from their unit.

9. **Maintenance:** all clearing to sliding windows, patio doors, and maintaining the patios, entrances, parking, and driveways in a clean, orderly manner. The care and maintenance of door sweeps and thresholds of all doors. Maintenance and repair for all front and rear arbours and/ortrellises except for carport trellis.

10. **Landscaping:** flowers, shrubbery, and edging will be maintained by the subleasee and must at alltimes be kept in a neat, tidy and trimmed condition. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.

11. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.

12. **Satellite dishes:** cannot be installed on the roof or front entrance and remain the sole

responsibility of the owner. Any damage to the building caused by improper installation or leakage causing damage to the protective shell of the building will be the responsibility of the sublessee.

13. **Sewer pipes:** sewer pipes from the inside of each unit to the fixtures (toilets, sinks, tubs, showers) is the responsibility of the subleasee (owner).

14. **Water:** all piping, shut off valves and fixtures in line after the isolation valve in the laundry/utility room are the responsibility of the subleasee (owner).

15. **Garage:** cracks in garage floor.

16. **Walls:** the interior dividing walls, the vapour barrier and the drywall including the garage areas.

17. **Patios:** rear and side patios that have tiles/wood installed over the original concrete.

18. **Fences:** any small fences on the lawns parallel to the two units sharing costs involved.

19. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs.

20. **Carport roof:** The modified carport roofs on units #114-4 & #123-4 will be maintained by the sublease owner.

LAKE FRONT HOME, LAKEFRONT COTTAGE AND NON LAKE FRONT COTTAGE PROPERTIES

ELLA will be responsible for:

1. **Wiring from the transformer to the meter.**
2. **Water lines up to and including the street shut off.**
3. **Main sewer line from the point of connection where the property ties into it.**
4. **The maintenance of lot 93 as outlined in schedule F of the bylaws. It does not include sand for recreational purposes on beach access.**

The Subleasee (owner) is responsible for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance within the sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.

2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.

3. **Dwelling maintenance:** subleases (owners) are responsible for all interior and exterior maintenance of the dwelling. This includes but is not limited to:
   a) **Wiring:** supply and maintain proper wiring from the meter to the living space.
   b) **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture andbulbs.
   c) **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.
   d) **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
   e) **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.
   f) **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance

4. **Insurance:** proper insurance will be in place at all times to cover the building, contents of the unit and improvements made to the interior of the unit.

5. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner. Maintenance and repair for all front and rear arbours and/or trellises.

6. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.

7. **Sewer pipes:** sewer pipes from the inside of each Home to the main sewer line are the responsibility of the owner.

8. **Water:** all piping, shut off valves fixtures in line after the street shut off valve.

9. **Exterior Walls**

10. **Roof/facia/gutters/down spouts/roof vents**

11. **Patios/Driveways/foundations/Fences**

ELLA RV LOT PROPERTIES

ELLA will be responsible for:

1. **Wiring from the transformer up to and including the breaker on the utility post on the RV pad.**
2. **Water lines up to and including the first isolation valve below the frost line on the utility post on the RV Pad.**
3. **Main sewer line from the point of connection where the RV pad ties in.**

The Subleasee (owner) is responsible for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance withinthe sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to landscaping must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.

2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.

3. **Dwelling maintenance:** subleases (owners) are responsible for all interior and exterior maintenance of the RV or Park model. This includes but is not limited to:
   a) **Wiring:** supply and maintain proper wiring from the meter to the living space.
   b) **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and bulbs.
   c) **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.
   d) **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
   e) **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.
   f) **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance

4. **Insurance:** proper insurance should be in place at all times to cover the contents of the unit and

improvements made to the interior of the unit. As per the bylaws.

5. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner. Maintenance and repair for all front and rear arbours and/or trellises.

6. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.

7. **Sewer pipes:** the owner is responsible from the inside of each RV or Park Model to the point of connection to the main sewer line.

8. **Water:** all piping, shut off valves and fixtures in line after the first isolation valve below the frost line on the utility post on the RV Pad.

9. **Exterior Walls**

10. **Roof/facia/gutters/down spouts/roof vents**

11. **Patios/Driveways/foundations/Fences**

TURTLE LODGES RV PARK

ELLA will be responsible for:

1. **Water lines up to and including the street shut off to the RV park.**
2. **Main sewer line from the point of connection where the RV properties tie in.**
3. **Wiring from the transformer to the meter shack.**

Turtle Lodges is responsible for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance within the sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.

2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.

3. **RV office/bathrooms/laundry rooms maintenance: sublease owner is responsible for all interior and exterior maintenance. This includes but is not limited to:**

4. **Wiring:** supply and maintain proper wiring from the meter to the dwelling.

5. **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and

bulbs.

6. **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.

7. **Interior:** the **complete interior of the building** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.

8. **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.

9. **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance

10. **Insurance:** proper insurance will be in place at all times to cover all Turtle Lodges buildings and improvements made to the buildings.

11. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner

12. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.

13. **Sewer pipes:** the owner is responsible from the inside of each building or RV to the point of connection to the main sewer line at the street.

14. **Water:** all piping, shut off valves and fixtures in line after the street shut off valve.

15. **Exterior Walls**

16. **Roof/facia/gutters/down spouts/roof vents**

17. **Patios/Driveways/foundations/Fences**

APPENDIX A

Ellison Lake Leaseholders Association

Guidelines for Use of the Parking Compound

Effective June 2013

Who can use the compound:

1. Spaces in the compound will be allocated to resident sublease holders only and not tenants of sublease holders. 1 spot per resident sublease holder.

2. In order for a spot to be allocated all fees must be up to date

3. If there are some parking spaces left vacant, then the parking compound committee will, at its discretion, allow owners a second allotment. These will be allocated only until a resident sublease holder requests a space for an allowed vehicle.

What can be stored in the compound:

1. Each spot will be restricted to recreational vehicles e.g., boats, recreational trailers, skidoos, sea-doos, ATV's, canoes/kayaks, etc. or seasonal vehicles e.g., vehicles that are used only in summer or winter.

2. All vehicles in the compound will be licensed and have a minimum of storage insurance.

3. No unlicensed and/or uninsured vehicles will be allowed in the compound.

4. This storage compound is not for long term storage.

Access:

1. The lock to the compound may be changed when deemed necessary, and each owner with an allocated spot will be given one key.

2. A key deposit may be required.

3. That owner will be responsible for the key and will be the 'go to' person for anyone requiring access to his/her stored vehicle

Portable Garages:

1. The quality of any portable garages to be constructed in the compound must be approved by the Parking Compound Committee or Council

2. All existing portable garages must meet the same standard and be maintained.

3. The purpose of portable garages is to be shelter for RV's; in fairness to all owners the portable garages should not be used as a personal storage unit for household or miscellaneous items.

Maintenance:

1. Each spot must be kept clean by the user, clear of weeds, garbage and no storage of flammable or dangerous materials.