

The Lake at Heritage Pointe Owners Association Bylaws

ARTICLE 1: INTERPRETATION, DEFINITIONS AND INCORPORATION OF "RESTRICTIVE COVENANT AND ENCUMBRANCE AGREEMENT"

- 1.1 These Bylaws shall be construed with reference to the provision of The Societies Act, R.S.A. 1980, c. s-18, as amended from time to time (or any subsequent governing legislation), and terms used in these Bylaws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these Bylaws shall be read subject to the restrictions upon their scope and effect contained in The Societies Act and other applicable statutes and rules of law and equity, and any provisions herein repugnant to such restrictions shall, wherever possible, be severed from these Bylaws, in order that the rest may stand.
- 1.2 In the interpretation of these Bylaws (including this Article 1.2), except where excluded by the context:
 - a. words importing the singular number shall also include the plural, and vice-versa;
 - b. words importing the masculine gender shall also include the feminine;
 - c. words importing persons shall include corporations;
 - d. the headings herein are given for convenience only, and shall not affect the interpretation of these Bylaws;
 - e. these Bylaws shall be interpreted in a large and liberal sense so as to give effect thereto wherever possible;
 - f. "Act" shall mean The Societies Act R.S.A. 1980, c. S-18 as amended, and any statute that may be substituted therefore;
 - g. "Association" shall mean The Lake at Heritage Pointe Owners Association (LAHPOA);
 - h. "the Board" shall mean the Board of Directors of the Association;
 - i. "Bylaws" shall mean the Bylaws of the Association as amended from time to time;
 - j. "Director" shall mean any person who has been duly elected or appointed to the Board;
 - k. "Member" shall mean a member of the Association unless the context requires otherwise;
 - l. "Registered Office" shall mean the registered office of the Association;
 - m. "Special Resolution" shall have the meaning provided in the Act; and
 - n. "Subdivided Lot" shall have the meaning given to it in Article I Paragraph 1.10 of Schedule "A".
 - o. "Good Standing" shall mean a member of the Association current in payment of Annual Fees.

- 1.3 These Bylaws are subject to and are to be construed with the Restrictive Covenant and Encumbrance Agreement attached as Schedule "A", which governs in the event of any conflict with these Bylaws. The purpose and objects of the Association are to carry out those duties and functions provided for in Schedule "A" to be performed or done by the Association and generally to provide for care and maintenance of the Lake and other special features of The Lake at Heritage Pointe community as more particularly defined in Schedule "A".

ARTICLE 2: MEMBERS OF THE SOCIETY AND VOTING RIGHTS

2.1 Membership of the Association

Paragraph 3.1 of Article 3 in Schedule "A" is incorporated into these Bylaws and is made a part hereof. Without limitation:

- a. The Members of the Association shall be those entitled to membership under Paragraph 3.1 of Article 3 in Schedule "A". An owner of any subdivided lot shall become a Member forthwith on becoming registered (which may include registration by caveat) as an owner as aforesaid, and his membership shall be recorded by the Association upon his providing to the Association's Board satisfactory evidence of such ownership.
- b. Voting rights of Members shall be as set out in Article 3, Clause 3.1.1 in Schedule "A".
- c. No owner shall be expelled from the Association as long as he continues to be a registered owner in good standing of a Subdivided Lot.
- d. Membership in the Association terminates once a member is no longer a registered owner in good standing of a Subdivided lot.

2.2 Membership Year

Membership year shall be the calendar year from January 1 to December 31.

2.3 Notice of Meeting

A Member shall be entitled to notice of and to attend all meetings of the Members of the Association. Notice may be given by hand delivery to, or prepaid Canada Post delivery to the Member postal address of record, or via Email address of record for the Subdivided Lot owned by a Member. The Member bears the responsibility to ensure address(es) of record are kept current with the LAHPOA.

ARTICLE 3: MEETINGS OF THE ASSOCIATION

3.1 The Annual General Meeting

- a. An Annual General Meeting of the Association shall be held in each calendar year after 2001 in the City of Calgary or in the M.D. of Foothills, in the Province of Alberta, on a day fixed by the Board from time to time;

- b. At least fourteen (14) days prior to the Annual General Meeting the Secretary or designated alternate shall mail, deliver or email to each Member a notice setting forth the date, place and time of the Annual General Meeting;
- c. The Annual General Meeting shall consider the report of the President, review the Association's financial statements (which shall set out the Association's income, disbursements, assets and liabilities, and shall comply with the requirements of the Act), appoint such auditors or accountants as may be desired, elect the Board and transact such other business as may be put before the meeting;
- d. A quorum for the Annual General Meeting of the Association shall be the attendance in person or by proxy of Members in good standing collectively representing ten percent (10%) of the votes eligible to be cast at such a meeting;
- e. Unless any two Members demand a ballot vote, all voting at the Annual General Meeting shall be done by a show of hands;
- f. Each Member may vote by proxy. Such proxy should himself be a Member of the Association but before voting must produce and deposit with the Secretary a sufficient appointment in writing. The Secretary (or in his absence the Chairperson of the meeting) shall have complete discretion to determine whether an appointment of proxy is valid and sufficient;
- g. Except as to a Special Resolution, each issue and Resolution shall be decided by a majority of the votes of the Members present in person or represented by a proxy;
- h. Accidental omission to give any notice to any Member or the non-receipt of any (notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon; and
- i. At the Annual General Meeting there shall be elected as many Directors as are required to fill the vacancies of the Board.

3.2 Special Meetings of the Association

- a. Special Meetings of the Association shall be called at the direction of the President or upon request in writing of any five (5) Members in good standing, stating the objective of the special meeting;
- b. At least fourteen (14) days prior (and if a Special Resolution is proposed at least twenty-one (21) days prior) to the Special Meeting, the Secretary shall mail, deliver or email to each Member a notice setting forth the date, place, time and purpose of the special meeting;
- c. The method of voting, the use of proxies and the quorum required for any special meeting shall be the same as for the Annual General Meetings;
- d. Accidental omission to give notice to any Member, or the non-receipt of notice by any Member, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at a special meeting held pursuant to such notice or otherwise founded thereon.

3.3 Proceedings at General Meetings

- a. If within a half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved, but in every other case it shall stand adjourned to a date determined by the Board, not in excess of three (3) months hence;
- b. The President, or in his absence, a Vice-President, shall preside at every General Meeting of the Society. If neither the President nor the Vice-President be present within a half an hour from the time appointed for the holding of the meeting, the Members present shall choose one alternate sitting Board Member to preside at such meeting;
- c. The person presiding may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place;
- d. At every General Meeting, every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of the show of hands, a ballot be demanded by at least two (2) Members personally present and entitled to vote. A declaration by the person presiding that a resolution has been carried or carried by a particular majority, or lost, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour or against any such resolution. If a ballot be demanded in the manner above-mentioned, it shall be taken at such time and place and in such manner as the person presiding may direct, and the result of the ballot shall be deemed to be the resolution of the General Meeting at which the ballot was demanded. A demand for a ballot may be withdrawn;
- e. In case of any dispute as to the admission or rejection of any vote, the person presiding shall determine the same, and such determination made in good faith shall be final and conclusive;
- f. Notwithstanding anything to the contrary contained in these Bylaws, a resolution assented to and adopted in writing under the hands of sixty-five (65%) percent (and if a Special Resolution, of seventy-five (75%) percent) of all the Members present in person or represented by a proxy at a Special Meeting, though not passed at a General Meeting, shall be of the same force and effect as if it had been duly passed at a General Meeting duly convened, and no previous notice, or convening of any General Meeting for the purpose of passing such resolution shall in such case be deemed to have been necessary, whether the business transacted thereat is special or not, and a Member may signify his assent to such resolution in writing under his hand or by telegram or cable, and such resolutions shall be deemed to have been passed on any date therein stated to be the date thereof.
- g. Co-owners may vote by proxy jointly appointed by them, and in the absence of such proxy are entitled to vote on a show of hands; but on any vote by ballot each co-owner is entitled to such part of the vote applicable to the Subdivided Lot he co-owns as is proportionate to his interest in such Subdivided Lot.
- h. In determining the identity or addresses of Members, the Secretary shall be entitled to rely upon either (or both) titles searches and notifications of ownership given to the Board by Members or their representatives.

ARTICLE 4: GOVERNANCE OF THE ASSOCIATION

4.1 The Board of Directors

- a. Each Board member must be a Member in good standing of the Association at the time of his election and throughout his term of office; and a Board member shall ipso facto cease to be a Board member if he dies, is convicted of an indictable offence, is declared mentally incompetent by a court of law or if he ceases to be a Member.
- b. Board membership shall commence upon election or appointment to the Board and shall expire at the next succeeding Annual General Meeting, unless prior thereto the Board member resigns, becomes disqualified under clause 4.1(a) hereof or is removed under clause 4.1(c) hereof. Board members may be re-elected, but no person shall sit on the Board for longer than nine (9) successive terms of office.
- c. Casual vacancies on the Board may be filled by appointment by remaining Board members to serve until the next Annual General Meeting, provided that a Board member may be removed prior thereto by resolution of the Members of the Association at any Special Meeting of the Members duly called for such purpose;
- d. The affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than seven (7) persons. The Past President may be invited to sit in a non-voting, advisory capacity at the discretion of the current Board;
- e. The Officers shall consist of a President, Vice-President, Secretary and Treasurer, and they shall be appointed by the Board from amongst Board members. The Board may appoint one person to more than one position, and the Board may also remove any officer from office;
- f. The Board, at any Board meeting following the Annual General Meeting of the Association, may appoint not more than two (2) persons to the Board if, at the Annual General Meeting of the Association, there is an insufficient number of persons elected to the Board;
- g. Any member of the Board shall be eligible for re-election to the Board, subject to the limitation set out in clause 4.1 (b).
- h. The Board shall, subject to these By-laws and any directions given it by majority vote at any General Meeting properly called and constituted, have full control and management of the affairs of the Association. Meetings of the Board shall be held as often as may be required, but at least once every twelve months, and shall be called by the President or on the instructions of any two (2) members of the Board provided they request the President in writing to call such meeting and state the business to be brought before the meeting;
- i. Meetings of the Board shall be called by ten (10) days' notice in writing and mailed or emailed to each member; or by three (3) days' notice by telephone unless waived by all members of the Board;
- j. A majority of the members of the Board, personally present, shall constitute a quorum at any meeting of the Board.
- k. Each member of the Board including the President shall have one (1) vote. In the case of an equality of votes, the President shall not have a second or casting vote and the motion will be deemed defeated;

- l. A resolution of the Board in writing signed by all of the members of the Board shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

4.2 Duties and Powers of the Board

Except as provided in the Act and otherwise in these Bylaws, the powers of the Association shall be exercised by the Board, and without restricting the generality of the foregoing, the duties of the Board shall include the responsibilities set out in Paragraph 3.2 of Article 3 of Schedule "A" together with the following:

- a. To facilitate and promote the objects of the Association;
- b. To create and define categories of Members;
- c. To engage, hire and discharge any employees in respect to the operation of the Association;
- d. To maintain and properly protect the assets and properties of the Association;
- e. To prepare and approve an Annual Budget consistent with good management of the Association;
- f. To pay all expenses of and incidental to the operation and management of the Association;
- g. To remunerate or indemnify any persons for services rendered or liabilities incurred in connection with the affairs of the Association;
- h. To maintain all accounting and financial records of the Association;
- i. To invest and deal with the monies of the Association in such securities and in such manner as from time to time may be determined by the Board;
- j. To finance the operations of the Association and to borrow, raise or secure the payment of monies in such a manner as the Board may, from time to time, think fit; provided that no borrowing in excess of twenty percent (20%) of the Reserve Fund shall be made without prior authorization of a majority of the Members in General Meeting; and no debenture shall be granted unless authorized by Special Resolution.
- k. To appoint legal counsel and auditors from time to time;
- l. To make rules and regulations for the operation of the Association and the use of lands and facilities which it owns or manages;
- m. Without in any way abrogating or limiting the general responsibility of the Board, to delegate its powers and duties to any person engaged as a Manager of the Association;
- n. To place and maintain, revise, replace, cancel, amend, reduce or increase insurance upon the improvements now or hereafter owned by the Association together with third party liability coverage, all on terms and conditions, in amounts and in respect of such perils as the Board may from time to time determine.

- o. To set, levy, issue and collect charges for the Annual Homeowner Association Fees provided for in Schedule "A";
- p. To issue certificates as to a Member's position regarding Annual Homeowner Fees, any such certificate to be signed by at least two members of the Board; and any certificate so issued shall estop the Association and all Members from denying the accuracy of such certificate as against any mortgagee, purchaser or other person dealing with the owner of the Subdivided Lot to which the certificate relates (but shall not be an estoppel as against the owner of such Subdivided Lot); and
- q. Without limiting clause (n) hereof, place and maintain third party liability insurance in such amounts and on such terms as the Board may from time to time select, insuring the Members and Board Members in respect of the actions and omissions of the Association.
- r. To commission a Life Cycle Study at an interval of no less than every five years to examine infrastructure, review the timeline proposed for capital expenditures during that period, and determine the value of Annual Fees that will be directed to Reserve Funds accordingly.

4.3 Board Committees

- a. The Board may appoint committees to advise the Board from time to time in respect to the various duties and responsibilities of the Board;
- b. Each committee created by the Board shall be headed by one of its members appointed by the President to be Chairman of the committee;
- c. Each committee created by the Board shall meet at the call of the Chairman, record minutes of its proceedings, and distribute such minutes to the members of the committee and to the Chairmen of all other committees and furnish reports at the request of the President prior to each Board meeting. Unless waived by all of the members of the committee, not less than two (2) days prior notice of the date, place and time of a committee meeting shall be mailed, delivered or emailed to each member of the committee;
- d. A majority of the members of any committee, personally present at a meeting, shall constitute a quorum; and
- e. Each member of the committee, including the Chairman, shall have one (1) vote at the meeting of the committee but in case of an equality of votes there shall be no casting vote.
- f. Recommendations of any committee are not binding until adopted by a majority vote of the Board of Directors.

4.4 Officers

- a. President: Shall supervise the affairs of the Association, and be ex-officio a member of all committees. He shall, when present, preside at all meetings of the Association and of the Board. In his absence, the Vice-President shall preside at any such meetings, and in the absence of both, a chairman may be elected by the meeting to preside thereat;

- b. Vice-President: Shall assist the President and preside at meetings in the absence of the President. In the event the President is unable to fulfill his duties or resigns his position, the Vice-President will assume the duties of the President until the next Annual General Meeting.
- c. Secretary: Attend all meetings of the Association and of the Board, and keep accurate minutes of same. He shall have charge of the seal of the Association. In the absence of the Secretary, duties shall be discharged by such person as may be appointed by the Board. The Secretary shall have charge of all the correspondence of the Association and be under the direction of the President and the Board. The Secretary will ensure the Community Manager keeps a record of all the Members of the Association and their addresses and send all notices of various meetings where required.
- d. Treasurer: Shall oversee receipt of Annual Homeowner Fee assessments levied under Schedule "A" hereto, all monies paid to the Association and their deposit by the Community Manager in whatever chartered bank, treasury branch or trust company the Board may order. He shall work in collaboration with the Board and Community Manager to create the Annual Budget. He shall provide a monthly financial status report to the Board. He shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the Annual Meeting a statement duly audited as hereinafter set forth of the financial position of the Association;
- e. The officers of the Association shall be appointed for a term of one (1) year or until the next Annual General Meeting whichever first occurs; and
- f. Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the appointment by the Board of another member of the Board who shall hold such office until the next Annual General Meeting of the Association.
- g. Other accountabilities of the Board, outlined below, will be assigned at the first meeting of the Board after the AGM:
 - i. Designation of Officers of the Board;
 - ii. Determination of Committees from time to time;
 - iii. Secretary or designated alternate shall ensure that the books, records, policies, procedures, bylaws, tax returns, and any other Association documentation is properly kept and filed;
 - iv. Review Bylaws and Architectural Controls on an annual basis for updates or changes
 - v. One Board Member will be designated MD Liaison to represent the Association and coordinate with the MD of Foothills to ensure the community is represented and aligned with MD of Foothills goals.

ARTICLE 5: BOOKS, RECORDS, AUDITS AND NOTICES

- 5.1 The books and records of the Association may be inspected by any Member of the Association at the annual meeting provided for herein or at any other time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of the same. Each member of the Board shall at all times have access to such books and records.
- 5.2 The books, records and financial statements must be audited at least once each year by a duly qualified accountant or by two members appointed for that purpose at the AGM. Such auditor(s) may be a Member but such auditor(s) shall not be a member of the Board.

- 5.3 The Secretary shall maintain an electronic copy of all original minutes of all proceedings and ensure copies are posted to the Association website from time to time.
- 5.4 The Board shall see that all necessary books and records of the Association required by the Bylaws of the Association or by any applicable statute or laws are regularly and properly kept and filed.
- 5.5 Notices to Members may be given by hand delivery to, or prepaid Canada Post delivery to the postal address of record, or via Email address of record for the Subdivided Lot owned by a Member. The Member bears the responsibility to ensure address(es) of record are kept current with the LAHPOA. Notices to Board Members may be given by delivery to, or by prepaid Canada Post delivery to the Registered Address of the Association or by email to the LAHPOA.
- 5.6 The seal of the Association and which shall be under the control of the Board, and the responsibility for its custody and use from time to time shall be determined by the Board; but, in the absence of any specific determination, the seal shall be preserved by the Secretary who, together with the President, shall execute and affix the seal of the Association on all contracts of the Association required to be executed under the seal of the Association.

ARTICLE 6: REMUNERATION AND INDEMNIFICATION

- 6.1 Unless authorized at any general meeting, and after notice of same shall have been given, no Director, Officer or Member of the Association shall receive any remuneration for services performed in his or her capacity as a Member, Officer or Director.
- 6.2 Each member of the Board and each Officer and Employee of the Association shall be indemnified by the Association against any and all liability and reasonable expenses in connection with, or resulting from, any claim, action, suit or proceeding in which he may become involved as a party, or otherwise, by reason of his having been a Director of the Board or Officer or Employee of the Association; except in relation to matters as to which he shall be adjudged with respect to such claim, action or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

ARTICLE 7: BYLAWS AND DISSOLUTION OF THE ASSOCIATION

- 7.1 The Bylaws may be rescinded, altered or added to by a Special Resolution of the Association at a general or Special meeting of which at least twenty-one (21) days written notice specifying the intention to propose the resolution as a Special Resolution has been duly given.
- 7.2 In the event the Association is wound up or dissolved, any surplus funds shall be paid to such registered and incorporated charitable organization as the Members by Special Resolution may from time to time determine. At no time shall the Directors, Officers or Members become entitled to any of the assets of the Association.

DATED at the Hamlet of Heritage Pointe, in the Province, this ____ day of _____ 2022.

Board of Directors, The Lake at Heritage Pointe Owners Association:

Rick Gallant
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Glenn Ruskin
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Carey Donkervoort
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Jo Scott
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Jim Chuey
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Brent Fraser
4 Heritage Blvd
Heritage Pointe, AB
T1S 4H5

Les Turner
Witness to the Six Signatories Preceding

SCHEDULE "A"

RESTRICTIVE COVENANT AND ENCUMBRANCE AGREEMENT

1.0 DEFINITIONS

IN THIS INSTRUMENT the following terms have the following meanings:

- 1.1 **"Approving Authority"** means: The Lake at Heritage Pointe Owners Association (LAHPOA), a Not-for-Profit Organization incorporated under the Alberta Societies Act. See "Schedule B".
- 1.2 **"Architectural Guidelines"** means the Architectural and Landscape Guidelines set forth in Schedule "C" hereto, as amended from time to time by the Approving Authority.
- 1.3 **"Homeowners Association Land Interest"** means the lands legally described as all community spaces and all Sub-Divided lots in the Lake at Heritage Pointe community, set forth in Schedule "D" hereto.
- 1.4 **"Material Alteration"** means:
 - 1.4.1 Any addition to a residence situated on a Subdivided Lot, or
 - 1.4.2 Any change in the materials, colours or textures utilized in the exterior cladding of a building that significantly affect the style or appearance of the building and is inconsistent with the styles or appearances provided for in the Architectural Guidelines, as determined by the Approving Authority.
- 1.5 **"Parcel"** means any one of the lots described in Schedule "A" hereto.
- 1.6 **"Public Lands"** mean lands from time to time dedicated to the Municipal District of Foothills No. 31, including without limitation, public roadways, municipal reserves and environmental reserves.
- 1.7 **"Annual LAHPOA Fees"** means the assessment and levy assigned per Sub-divided Lot as determined by the Association's Board of Directors in accordance with Bylaws Section 4.2, Duties and Powers of the Board.
- 1.8 **"Subdivided Lot"** means a single family residential lot.
- 1.9 **"Subdivision Features"** means those lands, improvements and facilities within the Lake at Heritage Pointe Subdivision which are owned by, or placed under their management or control of, the Homeowners Association, including, without limitation, the following:
 - 1.9.1 Heritage Lake, Upper Lake and adjacent green spaces and beach area now or hereafter constructed within The Lake at Heritage Pointe Subdivision, together with appurtenant amenities such as the Lake House, landscaping, lighting, irrigation systems and amenities building;

- 1.9.2 The stone-work entries and appurtenant landscaping, irrigation and lighting now or hereafter constructed on or adjacent to any roadway entrance to any part of The Lake at Heritage Pointe Subdivision;
- 1.9.3 Tennis court, Tot Lots and any other recreational facilities existing or constructed from time to time; and
- 1.9.4 Common pathways and walkways (but not sidewalks), parking areas, decorative street lamps, landscaped cul-de-sac islands, flower beds and other landscaped areas (including such areas contained within Public Lands or public rights-of-way).

1.10 "**Term**" means the period commencing on the date hereof and expiring only upon dissolution of the Association.

1.11 "**The Lake at Heritage Pointe Subdivision**" means all those lands described in Schedule "D" hereto excepting throughout all mines and minerals.

2.0 RESTRICTIVE COVENANT

2.1 The restrictions that shall apply to each Subdivided Lot within the Lake at Heritage Pointe Subdivision are the following:

- 2.1.1 No building or other improvement, including landscaping, shall be constructed on any Subdivided Lot unless the plans and specifications therefore shall meet the Architectural and Landscape Guidelines, and shall first have been approved, in writing, by the Approving Authority. Further, no Material Alteration shall be made to any such building or improvement constructed on a Subdivided Lot without prior written approval by the Approving Authority.
- 2.1.2 Approval by the Approving Authority may not be obtained unless Plans and Specifications of the building, or other improvement, or the addition or alterations, are first provided to the Approving Authority. Nothing in this paragraph 2.1 shall prevent any owner or occupant of a Subdivided Lot from carrying out repairs to a building, or other improvement, which have the effect of restoring the same to substantially the same state of appearance, design and use applying after its initial approved construction (or approved alteration).
- 2.1.3 No outdoor clothes-hanging device and no outdoor communication or satellite dishes (except for satellite dishes which have an overall diameter of 24 inches or less and which are attached to the structure of the dwelling constructed on the Subdivided Lot) or aerials or similar devices shall be placed or kept on any Subdivided Lot.
- 2.1.4 No recreational vehicles, trailers or oversize vehicles shall be parked or kept on any subdivided lot (unless fully contained in the garage) or on the street adjacent to any subdivided lot for more than seventy-two (72) hours, without prior written approval of the LAHPOA. The LAHPOA will, following the issue of written warning to any property owner in violation of this restriction, apply a fine of one hundred dollars (\$100) per day until the violation is corrected. Fines remaining unpaid will be applied to the homeowner's Annual LAHPOA Fees for collection.

- 2.1.5 No signs or advertising material, other than bona fide realtor signs displaying information respecting "For Sale" and not exceeding four square feet in area, shall be placed or kept on any Subdivided Lot or on a fence erected thereon, or in a window of a dwelling constructed thereon, without the prior written approval of the Approving Authority.
- 2.1.6 No rock, soil or other material of any kind shall be dumped or stored on any Subdivided Lot except for clean earth for the purpose of landscaping such Subdivided Lot.
- 2.1.7 No materials, vehicles or equipment, other than such as are usually parked or stored in connection with the occupation of a building used for private residential purposes, shall be parked or stored on, any Subdivided Lot. Storage of vehicles, of any type, for a period of more than forty-eight (48) hours is not permitted, unless fully contained within a garage.
- 2.1.8 No animal other than those designated as "domestic" pets shall be kept on any premises. The owner of the pet will immediately remove feces deposited by their animal on common or residential property at all times. The LAHPOA will, upon receipt of two reliable and substantiated reports, or camera image, fine the pet owner negligent in removal of feces, two hundred and fifty dollars (\$250) per occurrence. Fines remaining unpaid will be applied to the homeowner's Annual LAHPOA Fees for collection.
- 2.1.9 No structure or fixture shall be erected, placed or allowed to remain on any Subdivided lot without prior written approval of the Board of Directors. Applications for garden sheds must conform to Architectural Design Guidelines in respect to building materials used and exterior cladding, and remain within 1.5 meters of the residence. A plan must be submitted and include details of the dimensions and requested placement of said structured, and be accompanied by the homeowner's Real Property Report.
- 2.1.10 No irrigation system shall be installed on any Subdivided Lot which does not comply with the restrictions and specifications set forth in the Architectural and Landscape Guidelines.
- 2.1.11 No in-ground or above-ground swimming pools shall be installed on any Subdivided Lot without the prior written approval of the Approving Authority in accordance with paragraph 2.1.1 hereof and in compliance with the Architectural and Landscape Guidelines.
- 2.1.12 No fence, wall, hedge or enclosing structure whatsoever may be constructed or be allowed to be maintained upon any Subdivided Lot except pursuant to paragraph 2.1.1 hereof and in compliance with the Architectural and Landscape Guidelines.
- 2.1.13 No carts used in the collection of curbside waste may remain on the street outside the day of collection. All carts will be stored in the homeowner's garage or in such location as to remain invisible from the street and inoffensive to neighbouring sightlines. The LAHPOA will, following the issue of written warning to any property owner in violation of this restriction, apply a fine of one hundred dollars (\$100) per day until the violation is corrected. Fines remaining unpaid will be applied to the homeowner's Annual LAHPOA Fees for collection
- 2.1.14 The Approving Authority may designate a person, firm or corporation to act as its agent in carrying out its functions as the Approving Authority.

3.0 THE HOMEOWNERS ASSOCIATION

3.1 Membership and Voting Rights

- 3.1.1 Every owner in fee simple of a Subdivided Lot within The Lake at Heritage Pointe Subdivision shall be entitled to be a member of the Homeowners Association, subject to and bound by the Homeowners Association's Application for Incorporation, Bylaws, Rules and Regulations, and this Agreement.

Ownership, as defined above, shall be the sole qualification for membership. When any Subdivided Lot is owned by two or more persons or other legal entity, all such persons or entities shall be members but they shall have voting rights limited as herein set out.

An owner of more than one Subdivided Lot shall be entitled to membership in respect of each Subdivided Lot owned by him.

Membership may not be separated from ownership of any Subdivided Lot, and entitlement to it shall be automatically transferable by conveyance or other transfer of the Subdivided Lot. Anyone who ceases to be an owner of a Subdivided Lot shall ipso facto cease to be a member.

3.2 Rights and Obligations of the Homeowners Association

- 3.2.1 The Homeowners Association shall be responsible for the management and control of all Subdivision Features, and shall keep the same in good, clean and proper condition, order and repair.

- 3.2.2 The Homeowners Association may obtain, employ and pay for the services of any entity or person (hereinafter called the "Community Manager") to assist in managing its affairs and carrying out its rights and obligations hereunder to the extent it deems advisable, as well as such other personnel as the Homeowners Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Homeowners Association or by the Manager. Without limitation, the Homeowners Association may contract with or employ an associated company to perform and exercise its rights and obligations or to act as Community Manager.

With cause, any management agreement must be terminable immediately and without severance, be for a term not to exceed three years, and be renewable only upon mutual consent of the parties.

- 3.2.3 The Homeowners Association may exercise other rights or privileges given to it expressly by this Agreement, its Articles or By-laws, or by law, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

4.0 COVENANT FOR ANNUAL FEES AND MAINTENANCE ASSESSMENTS

- 4.1 There shall be payable to the Homeowners Association, as assessed and levied by the Homeowners Association, by the registered owner in fee simple of each Subdivided Lot, a sum

equal to such Subdivided Lot's Annual LAHPOA Fees Proportion of the Homeowners Association's Costs.

The LAHPOA may introduce an amount representing an increase over the prior year's Annual LAHPOA Fee equivalent to the increase, if any, in the Consumer Price Index as it applies to Calgary or such other amount as is determined pursuant to paragraph 4.2 hereof.

The Annual LAHPOA Fee Proportion of the Homeowners Association's Costs, applicable to each Subdivided lot, encumbers, mortgages and charges each Subdivided lot as security for payment of the Annual Fee applicable to each Subdivided lot respectively, and grants also to the Homeowners Association a right of distress in respect of the Annual LAHPOA Fee.

- 4.2 "Homeowners Association's Costs" for any period shall mean any and all costs incurred or to be incurred in such period (including without limitation, reasonable reserves for future maintenance, repair and replacement costs) by the Homeowners Association in respect of carrying out and exercising its rights, duties and obligations hereunder, as determined by the Board of Directors of the Homeowners Association from time to time.

Notwithstanding the foregoing, and notwithstanding paragraph 4.1 hereof, the Homeowners Association's Costs for any Subdivided Lot shall not exceed the amounts set forth and described in paragraph 4.1 unless authorized by a majority of fifty percent plus one (50% + 1) of HOA members represented at the Annual General Meeting of the Association or by a Special Resolution of the Association at a general meeting.

- 4.3 The registered fee simple owner of each Subdivided Lot shall pay the Annual LAHPOA Fee applicable to his Subdivided Lot as and whenever required by the Homeowners Association. The Board of Directors of the Homeowners Association shall estimate the Homeowners Association's Costs (including without limitation, reserves for maintenance, repair and replacement costs) for such period as it deems convenient to its administration and shall notify each owner of the amount of such estimate and the owner's share thereof (that is, his Annual Fee) by notice in writing delivered to, or mailed by ordinary mail to the address of any dwelling situated on each Subdivided Lot, or by email of record of registered homeowner.

Each such estimate shall state an amount payable for the Annual LAHPOA Fee period and the date upon which its' receipt is due. The Annual Fee for each Subdivided Lot shall be the sum so notified by the Homeowners Association as applicable to the Subdivided Lot and the amount shall be due and payable on or in advance by way of one annual payment, or at the option of the Homeowner's Association.

The owner in fee simple of each Subdivided lot is responsible to pay the Annual LAHPOA Fee within the collection period directed and is not exempt for any reason inclusive of failure in postal delivery, email notification or hand delivery to the address. Errors in the Title Holder's name at time of notification will not constitute reason for failure to remit payment on or before due date.

- 4.4 The Annual LAHPOA Fee shall be and is hereby made an encumbrance upon each respective Subdivided Lot within the Lake at Heritage Pointe subdivision, and the Homeowners Association shall have and be entitled to enforce such Annual Fee against each such Subdivided Lot in the same manner as provided for an encumbrance under the Land Titles Act of Alberta.
- 4.5 The Annual LAHPOA Fee shall run with and bind the title to each respective Subdivided Lot.

- 4.6 The Board of Directors of the Homeowners Association shall (subject to the limitation stated in paragraph 4.2 hereof) be the sole determiner of the Homeowners Association's Costs, the Annual LAHPOA Fee Proportion, the amount of the Annual LAHPOA Fee and the dates on which they are payable; and a certificate stating the same and signed by the Board Chairperson or Treasurer shall be conclusive and binding on all owners within The Lake at Heritage Pointe Subdivision.
- 4.7 Any Annual LAHPOA Fee not paid when due shall bear interest (and the owner of the Subdivided Lot in default shall pay interest on the Annual LAHPOA Fee in default) at the rate of sixteen (16%) per cent per annum calculated monthly, not in advance, from the date due until paid; and such interest shall be and is hereby made a charge upon the said Subdivided Lot. Any and all legal costs incurred in the collection of delinquent Annual Fees shall be and is hereby made a charge upon the said Subdivided Lot.
- 4.8 The Homeowners Association shall be at liberty, in its sole discretion, to postpone the Annual LAHPOA Fee and Encumbrance herein provided for, in respect of any Subdivided Lot, to a registered first mortgage of such Subdivided Lot, on such terms and conditions as the Homeowners Association may require.

5.0 TERM

- 5.1 This Agreement and the rights, licenses, interest, privileges and charges hereby granted shall expire only upon dissolution of the Association.

6.0 MISCELLANEOUS

- 6.1 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 6.2 If any part of this Agreement shall be void, unlawful or unenforceable for any reason whatsoever, such part shall be severable from this agreement without affecting or derogating from the validity and enforceability of the remainder hereof.
- 6.3 This Agreement shall be governed by the laws of the Province of Alberta.

The Board of Directors has executed this Agreement as witnessed by the hands of their proper officers duly authorized in that behalf as of the day and year recorded herein.

The Lake at Heritage Pointe Owners Association:

Per: _____

Date: _____

Per: _____

Date: _____

Schedule "B"

Certified Copy

CORPORATE ACCESS NUMBER: 509312138

Government
of Alberta ■

SOCIETIES ACT

CERTIFICATE
OF
INCORPORATION

THE LAKE AT HERITAGE POINTE OWNERS ASSOCIATION
WAS INCORPORATED IN ALBERTA ON 2001/04/19.



Schedule "C"

ARCHITECTURAL AND LANDSCAPE GUIDELINES

- 1.0 The LAHPOA will act as the Agent for all homeowners in the enforcement of the Encumbrance and Covenant and Architectural and Landscape Guidelines as set forth in Schedule "A" of this document and registered on Title of any Subdivided Lot in the community.
- 2.0 All changes to residential property must be presented to the Board of Directors, Architectural & Landscape Guidelines Subcommittee, prior to engagement of any alteration. These include but are not limited to those set forth in 3.0 herein.
- 3.0 The Owner of any Subdivided Lot bears the responsibility to familiarize himself with the terms set forth in his residential Land Title as they pertain to Architectural and Landscape Guidelines, including but not limited to:
 - a. Zoning Regulations
 - i. As determined by the MD of Foothills No. 31
 - b. Lot Grading
 - c. Retaining Walls
 - d. Exterior Finishes:
 - i. Change Approval Process
 - ii. Stucco and Siding/Type and Approved Colours
 - iii. Exterior Lighting
 - iv. Roof Materials/Type and Approved Colours
 - v. Soffits and Fascia
 - vi. Doors/Garage Doors
 - vii. Fences
 - viii. Decks
 - ix. Appearance during Construction
 - x. Address Signage
 - e. Landscape Guidelines:
 - i. Plan Approval Process
 - ii. Approved Species
 - iii. Environmental Reserve
 - iv. Irrigation
 - v. Appearance during Construction
 - f. Lake Front Lots
 - i. Easement Encroachment
 - ii. Shoreline Treatment and Barrier
 - iii. Docks
 - iv. Use of Environmental Products in Lake Proximity
 - g. Breach of Guidelines
 - i. Remedy afforded to the LAHPOA for breach

Schedule "D"



Lake at Heritage Pointe Community Map



This map is for demonstration purposes only. Reproduction, in whole or in part, is prohibited without express permission from the Municipal District of Foothills No. 31. The MD of Foothills No. 31 provides this information in good faith but provides no warranty nor accepts any liability arising from incorrect, incomplete or misleading information or its improper use.

Data Sources Include Municipal Records and AtlasUS.

1 centimeter = 75 meters

Legend

- Lake at Heritage Pointe Community
- Parcels Line

This map was designed by the GIS department for illustration purposes only.

Date Created: 3/12/2017