

THE CONDOMINIUM PROPERTY ACT
CONDOMINIUM CORPORATION NO. 9710379

(the "Corporation")

SPECIAL RESOLUTION IN WRITING
(TOWN HOUSES)

WHEREAS the Corporation consists of 48 Units of which 36 are "Mini-Ranch"s where the owners of those Units are required to maintain all of the structures and improvements on their respective Units, and 12 "Ranchette"s which have a portion of their Units defined as Managed Property which Managed Property is maintained by the Corporation as particularly set out in the Bylaws;

AND WHEREAS the Ranchette's have determined that they should take responsibility for the repair and maintenance of the Ranchettes;

AND WHEREAS the Mini-Ranch units are commonly referred to as "Acreages" and the Bylaws should reflect that usage;

AND THEREFORE it is appropriate to amend the existing Bylaws of the Corporation to accomplish the purposes set out above;

NOW THEREFORE BE IT RESOLVED by a Special Resolution of the Corporation that the existing Bylaws of the Corporation are amended as follows:

Rename Mini-Ranch

1. Throughout the Bylaw the Units defined as "Mini-Ranch"s are hereafter defined as "Acreages" and all necessary changes to the context of the respective paragraphs are made to accomplish the redefinition;

Delete Managed Property

2. Section 1.1(n) is deleted entirely and the reference throughout the Bylaws to "Managed Property" are also deleted with the appropriate changes to the context of the respective paragraphs being made to accomplish that deletion;

Add Revised Maintenance Provisions

3. Paragraphs 3.(c), 3.(d), 3.(e), 3.(h) and 47(b) are deleted entirely;

4. Paragraphs 4.(c), 4.(d), 4.(e), 4.(o) and 4.(q) are deleted entirely;
5. Paragraph 3A is added as follows:

3A Maintenance of Acreages and Ranchettes

With respect to the Acreages being Units 1 to 26 Inclusive on Plan 9913474 and Units 32 to 41 Inclusive on Plan 9910751 (the "Acreage Units")

- a. Each owner of an Acreage, shall duly and promptly repair and maintain as and when required, and/or replace any and all buildings and improvements located on their unit, in order to keep the Unit and such improvements at all times in a state of good repair and with an appearance that is not unsightly. Such obligations apply to and includes any and all improvements or changes to existing structures located on their Unit and to any additional improvements made to the Unit;
- b. Properly maintain and repair as and when required by the Board, all parts of the domestic water systems which are located on or under any part of their respective Units;
- c. Properly maintain and repair as and when required by the Board, all parts of the electrical systems which are located on or under any part of their respective Units;
- d. Each owner shall ensure that they carry adequate fire and public liability insurance with respect to all of the improvements on their respective Units in adequate amounts. Each owner acknowledges that the Corporation carries no such insurance;

With respect to the Ranchettes being Units 51 to 56 Inclusive on Plan 9913474 and Units 58 to 63 Inclusive on Plan 0010101 (the "Ranchette Units"):

- e. Each owner of a Ranchette shall duly and promptly repair and maintain as and when required, and/or replace any and all buildings and improvements located on their Unit, in order to keep the Unit and such improvements at all times in a state of good repair and with an appearance that is not unsightly. Such obligations apply to any and all improvements or changes to existing structures located on their unit and to any additional improvements made to the Unit with the consent of the Board;
- f. Subject to what is set out below, properly maintain and repair as when required by the Board, all parts of the domestic water

systems which are located on or under any part of their respective Units;

- g. Properly maintain and repair as and when required by the Board all parts of the electrical systems which are located on or under any part of their respective Units;
- h. Subject to what is set out below, each owner shall ensure that they carry adequate fire and public liability insurance with respect to all of the improvements on their respective Units in adequate amounts.

Because the Ranchettes are not stand-alone structures but rather have common walls, roofs and walkways, among other common facilities, and collectively make use of parts of the Common Property or the Corporations, the following provisions apply:

- i. Insurance - The Corporation shall continue to place insurance against loss by fire etc. as more particularly set out below in these bylaws, and as required by the Act. At the time of placing such insurance, the Corp. shall obtain from the insurer a statement confirming the amount of the premium that is attributable solely to the Ranchettes, which portion shall then be billed to the Ranchette Owners in equal shares. Without limiting the generality of this, it is acknowledged that the premium to be paid by the Ranchette Owners is the premium that relates to fire and damage coverage for the Ranchette Units. It will not include coverage for general liability, for directors and officers coverage and similar coverages. The provisions of paragraph 46 relating to the insurance coverage are amended by adapting such provisions to accommodate the changes in insurance as set out in this Special Resolution;
- j. Snow Removal The cost to the corporation of the removal of snow from:
 - i. any part of a Ranchette Unit; and
 - ii. all of the asphalt sidewalks that form part of the Common Property and which link the Ranchette Units; and
 - iii. all of the wooden walkways that link the garages and the Ranchettes which are partly located on the Ranchette Units and the Common Property;

shall be for the cost of the Ranchette owners and shall be split equally among them.

- k. Roof Repairs - In the event that there is a leak in the roof, unless the contractor doing the repair can state in writing over which unit the leak occurred, the cost of that repair shall be borne equally by the owners of the Ranchette Units which share that roof;
- l. Roof Replacements - In the event that a roof needs to be replaced, then the cost of such replacement shall be borne equally by the owners of the Ranchette Units which share that roof;
- m. Grounds Maintenance The cost to the Corporation of the maintenance of:
 - i. any grounds, lawns, flowerbeds or ornamental gardens or areas, that are part of a Ranchette Unit, or are part of the Common Property and located between the residential parts of the Ranchette Units and the garage parts of the Ranchette Units or between the blocks of Ranchette Units; and
 - ii. all of the asphalt sidewalks which are located on the Common Property and which link the Ranchette Units; and
 - iii. all of the wooden walkways that link the garages and the Ranchettes which are partly located on the Ranchette Units and on the Common Property; and

shall be for the sole cost of the Ranchette owners and shall be split equally among them.

- n. Septic Tank and Sewers - The existing septic tank, sewers and sewage disposal system looks after the needs of the existing Ranchettes, the barn, the office and the saloon. The sewage from each of the Ranchettes is piped first into a tank adjacent to their respective block of Units (the "Building Tank"). In turn each of the 4 Building Tanks are connected to a larger tank (the "Lift Tank") from which the sewage is pumped up to the sewage disposal beds. The sewage lines from the barn are piped directly to the Lift Tank while the sewage lines from the Saloon are piped to and join the lines from the Ranchettes before they enter the Lift Tank. The following provisions shall apply:
 - i. The Corporation shall make any and all repairs or replacements required to all of the piping from each of the Ranchette Units to their respective Building Tanks, between the Building Tanks and the Lift Tank, and between the Lift tank and the sewage beds, including all of the equipment related to all aspects of those pipes and tanks. The costs that

relates solely to the piping between a Ranchette Unit and a Building Tank, shall be borne by the owners of the Units served by such tank in equal shares. The cost of all work that relates to the piping between a Building Tank and the Lift Tank and the Lift Tank itself shall be borne by all of the owners of the Ranchette Units. The electricity required to operate the pumps and sewage systems shall be billed to and will be paid by all of the Owners as part of the Common Property budget; and

- ii. The Corporation shall make any and all repairs or replacements required to all other parts of the sewer disposal system, including the connections and piping to the barn and the saloon; and
 - iii. The owners of the Ranchettes shall be responsible for 50% of the costs in ii above with the remaining 50% share being billed equally to all of the Owners.
- o. Exterior Painting - With respect to the painting of the exterior of the Ranchette Units, the colors and the quality of the paint to be used shall be as determined by the board from time to time. The Ranchette Units shall only be painted in blocks and not individually, and the cost of the painting being borne by the owners of the Units in the block being painted in equal shares;
 - p. Architectural Controls - Notwithstanding that the obligation to repair and maintain has been passed to the owners, the owners of the respective Ranchette Units, as well as the acreage Units, remain bound by all of the relevant architectural controls, as well as the appearance and usage rules contained later in this Bylaw;
 - q. Exterior Alterations - No Ranchette owner shall make any additions to or alterations to the exterior of the existing structures on their respective Units without the consent of the board being first obtained;
 - r. Grading - No owner of the Ranchette unit shall do any landscaping, or alter or permit to be altered, their Units in any manner which will alter the grading of the lands, the slope of the lands without the consent of the board being first obtained;
 - s. Party Walls - In the event that any common wall, or party wall needs repair or replacement, then such repair or replacement may be done by either party who share such wall and the cost of such repair or replacement shall be borne by both owners equal shares;

- t. Ranchette Directors Shall Direct - From time to time, those Directors who are also owners of one or more of the Ranchette Units (the “Ranchette Directors”), acting as a committee, shall:
 - i. direct one or more owners of the Ranchette Units to make any repairs or replacements to part of the structures on the unit, or to the unit itself, if they (or a majority of them) are satisfied that such repairs or replacements are required in order to maintain the structures in a manner consistent with the other Ranchette Units and in keeping with good maintenance practices; and
 - ii. make any and all decisions with respect to any contributions to, payments from, or any other matter relating to the Ranchette Reserve Fund;
 - iii. In the event that at any point in time, there are no Directors who are owners of one or more of the Ranchette Units, then the Board shall appoint at least 2 of such Owners to fill the role of the Ranchette Directors under these provisions;
 - iv. To the extent that powers to make decisions are delegated to the Ranchette Directors under these provisions, then such decisions shall not be made by the Board, unless there is a failure of the Ranchette Directors to make such decisions from time to time.
- u. Debts Equals Assessments - Any monies that are owing from a Ranchette owner to the Corporation shall rank as if such monies were an assessment made against the owner for common expenses, and the corporation shall have all of the priorities and rights that attach to such assessments;
- v. Common Property – for clarity, the obligation upon the Corporation to maintain the Common Property asset out in paragraph 4(a) includes the obligation to repair the Barn and Saloon which are legally described as Units 27 and 28 on Condominium Plan 9710379.

Reserve Funds

- 6. The following provisions shall apply to the requirements under the Act relating to Reserve Funds:
 - a. The existing funds in the Reserve Fund as of January 1, 2016 shall be divided into two separate funds, the 1st being named the “Ranchette

Reserve Fund” and the 2nd being named the “Common Property Reserve Fund”;

- b. The division shall be made in the ratio of 1/4th and 3/4th respectively.
- c. The Ranchette Owners shall be responsible to ensure that the Ranchette Reserve Fund is organized and funded in such a manner as to comply with the Act with respect to the following assets:
 - i. All of the Ranchette Units;
 - ii. All of the structures and improvements made on the said Ranchette Units;
 - iii. All of the sidewalks and walkways that link the Ranchette Units with their respective garages;
 - iv. The septic tanks and piping between the Units and the tanks that serves one of more of the Ranchette Units;
- d. All required contributions required for the Ranchette Reserve Fund shall be made by the owners of the Ranchette Units in equal shares;
- e. All decisions with respect to:
 - i. any contributions to the Ranchette Reserve Fund; and
 - ii. any payment of any expenses out of that fund; and
 - iii. any term deposits of similar eligible investments into which the funds should be invested;

shall be made by the RanchetteTownhouse Directors with such input from the owners of the Ranchette units as they may determine from time to time.

7. **Consolidated Bylaw**

Upon this amendment becoming effective, the Board is directed to incorporate these changes into the text of the existing Bylaws to produce a “consolidated” Bylaw. In preparing the consolidated bylaw the Board is authorized to make all such consequential changes to grammar, numbering and context to ensure that the intent of these amendments are properly incorporated into the Bylaws of the Corporation.

THE UNDERSIGNED being an Owner and a member of the Corporation, hereby votes in favour of amending the Bylaws as set out above.

This Special Resolution should be signed by the party that is registered as the owner of the Unit at the Land Titles Office. Where there is more than one person registered as an owner of the Unit, then all of the registered owners should sign this Special Resolution, or a separate copy.

Please return the signed copy to Renaissance Management, by way of mail, fax or it can be scanned and emailed.

Dated this ____ day of _____, 2017

Owner Name (print)

Owner Signature

Owner Name (print)

Owner Signature

Unit Number _____

Unit Factor _____