

STORAGE COMPOUND REGULATIONS

Our **Storage Compound** is a secure fenced area within **Carefree Resort on Gleniffer Lake** that has over 250 sites. The following regulations pertain to this storage area and cover all the requirements thereof, including what can be stored there. Owners wishing to obtain a site can pickup an application at the office.

REGULATION 1 - Definitions

1. In these Regulations the following words shall have the following meanings unless the context otherwise requires:

- (a) "**Board**" means the Board of Directors of The Owners: Condominium Plan 862 1413;
- (b) "**chattel**", for the purposes of these regulations, means a readily movable piece of property other than real property, except that motor vehicle must have a valid license and current registration and that sheds and building materials are not permitted;
- (c) "**compound**" means the parcel of land, commonly known as storage compound among Carefree Resort owners, designated by the Board for the storage of chattel's);
- (d) "**Manager**" means the person, firm or corporation appointed as Manager of Carefree Resort by the Board in accordance with the Bylaws of The Owners: Condominium Plan 862 1413
- (e) "**Owner**" means a person who is registered as an owner of the fee simple estate of a unit in The Owners: Condominium Plan 862 1413;
- (f) "**person**" includes firms and corporations;
- (g) "**Resort**" means the private recreational vehicle community know as Carefree Resort;
- (h) "**Site**" means an area within the compound parcel designated as a site;
- (i) "**Site Holder**" means an person to whom a Site in the compound has been assigned;
- (j) "**Unit**" means an area designated as a Unit by The Owners: Condominium Plan 862 1413.

REGULATION 2 - Membership Eligibility, Rights and Obligations

- (a) Site Holders shall be restricted to:
 - (i) those persons who are owners of an interest in a condominium unit in Condominium Plan No. 862 1413, Condominium Plan No. 872 1947 or Condominium Plan No. 932 0773;
 - (ii) those persons who are shareholders of a corporation which owns an interest in such a condominium unit,
- (b) Owners interested in becoming a Site Holder shall submit an application to the Manager for presentation to the Board or its delegate and, upon approval by the Board or its delegate, the applicant shall become a Site Holder.
- (c) A person may be assigned only one Site in respect of each Unit of which he or she is an Owner.
- (d) The obligations of the Site Holder are as follows:

- (i) requires payment of a refundable capital levy as set out in Regulation 3;
- (ii) requires payment of the Annual Compound Operating Levy (as may be determined from time to time by the Board);
- (iii) Site Holder may not sell or transfer their rights to a Site but must surrender the Site to the Board on withdrawal from the membership as prescribed in Regulation 4;
- (iv) Chattel(s) on a Site must be owned by the Site Holder, or owned by the tenant of an Owner who is a Site Holder and has rented his or her Unit in respect of which he or she is Site Holder and the Board or its delegate may require proof of ownership;
- (v) Chattel(s) on Sites may not be stored for commercial purposes;
- (vi) Site Holders may only store one item on each Site assigned to them, except with the express written consent of the Board or its delegate, PROVIDED THAT under no circumstances can the chattel(s) stored on the Site infringe on areas outside the boundaries of the Site;
- (viii) Site Holders shall not allow the chattel(s) on the Site assigned to them to become unsanitary, untidy or unsightly in appearance or to store on his or her Site anything that causes a nuisance or hazard to others.
- (ix) Site Holders will lock the compound gates behind them after each and every entry or exit by them.

e) The rights of the Site Holder are as follows:

- (i) entitles the Site Holder to the exclusive use of one Site as assigned by the Board or its delegate and use of the locked gate in common with other Site Holders.

PROVIDED THAT all Site Holders are required to pay capital and operating levies as provided in REGULATION 2.

REGULATION 3 - Site Holder Levies

1. There shall be a refundable capital levy payable to The Owners: Condominium Plan 862 1413 in the amount of \$200.00. This levy is due as follows:

- (i) \$100.00 due November 30, 1997 or at the time of possession for applications received subsequent to that date;
- (ii) A further \$25.00 in the spring of 1998 to be billed in conjunction with the billing of the condo fees for The Owners: Condominium Plan 862 1413 or at the time of possession for applications received subsequent to that date;
- (iii) A further \$25.00 in the spring of 1999 to be billed in conjunction with the billing of the condo fees for The Owners: Condominium Plan 862 1413 or at the time of possession for applications received subsequent to that date;
- (iv) A further \$25.00 in the spring of 2000 to be billed in conjunction with the billing of the condo fees for The Owners: Condominium Plan 862 1413 or at the time of possession for applications received subsequent to that date;
- (v) A further \$25.00 in the spring of 2001 to be billed in conjunction with the billing of the condo fees for The Owners: Condominium Plan 862 1413 or at the time of possession for applications received subsequent to that date;

(vi) For Sites assigned after the condo billing in the spring of the year 2001, \$200.00 at the time of possession of the Site by the applicant.

2. Upon notification of a Site Holder's desire to cease use of the Site(s) assigned to him or her the Board will cause to be repaid to the Site Holder all capital levies paid in respect of the Site(s) PROVIDED THAT all of the Site Holder's chattel have been removed from the Site and the key to the compound gate has been returned to the Manager.

3. There shall be an Annual Compound Operating Levy as prescribed from time to time by resolution of the Board. The Board may prescribe different Annual Compound Operating Levies for Sites having regard to the size of the Site, larger Sites carrying a higher Annual Compound Operating Levy. The Annual Compound Operating Levy is not refundable.

4. A Site Holder shall be in good standing when he or she has paid the capital levy and his or her current Annual Compound Operating Levy.

5. The Secretary of the Board shall notify the Site Holders of the dues or fees at any time payable by them and, if any are not paid within 30 days of the date of such notice thereof, the Site Holder in default shall thereupon automatically cease to be a Site Holder and the Board may direct that the chattel(s) on the Site assigned to them be removed and deposited on the Owners Unit. The Board may then re-assign the Site and withhold repayment of any capital levies paid by the Site Holder in default until the key to the compound gate has been returned to the Manager. In the event chattel(s) the Board directs its agent to remove the Site Holder's chattel(s) from Site pursuant to this paragraph, \$50.00 of the refundable capital levy will be forfeit by the Site Holder to The Owners: Condominium Plan 862 1413.

REGULATION 4 - Membership Ceases

1. Any Site Holder who desires to withdraw from rights and obligations of a Site Holder, other than pursuant to Regulation 3 Sub paragraph 5, may do so by:

(i) notifying the Board or its delegate in writing to that effect,

(ii) removing all his or her chattel(s) from their assigned Site and

(iii) returning the key to the compound gate to the Manager.

2. Upon notification of a Site Holder's desire to cease use of the Site(s) assigned to him or her the Board will repay to the Site Holder all capital levies paid in respect of the Site(s) PROVIDED THAT all of the Site Holder's chattel(s) have been removed from the Site and the key to the compound gate has been returned to the Manager.

3. Any Site Holder in default as prescribed in Regulation 3 Sub paragraph 5 or in breach of the any regulation governing use of the compound may have their rights as a Site Holder revoked by the Board if the default or breach are not corrected within 30 days of the date of written notice of default or breach or Regulations from the Board or its delegate and the Board may then direct its agents to remove chattel(s) from the Site to the Owner's Unit. The Board may then re-assign the Site and withhold repayment of any capital levies paid by the Site Holder in default until the key to the compound gate has been returned to the Manager. In the event chattel(s) are removed from Site pursuant to this paragraph, \$50.00 of the refundable capital levy will be forfeit by the Site Holder to The Owners: Condominium Plan 862 1413.

4. In the event that an Owner disposes of any interests held by him or her in all units in Condominium Plan No. 862 1416, and fails to withdraw as prescribed in Regulation 4 sub-paragraph 1 the rights to the Site held by that Site Holder shall terminate 1 month after the date of registration of the Transfer of Land at the Land Titles Office in respect of the last such unit in which he or she held an interest (directly or indirectly). The Board will not direct repayment of any

part of the capital levy payments in respect of this Site until all chattel(s) have been removed from the Site and the key to the compound gate has been returned to the Manager. Neither the Board or its delegate will provide the Site Holder with compound gate keys issued as a result of lock changes subsequent to the termination date. If the key(s) issued in respect of the Site have not been returned and all chattel(s) owned by the former Site Holder have not been removed by the termination date, the refundable capital levy will be forfeit by the former Site Holder to The Owners: Condominium Plan 862 1413.

5. Upon the death of a Site Holder, the executor or beneficiary of the estate of the Site Holder shall be deemed to be the Site Holder and shall be entitled to all rights of the Site Holder providing that the Site Holder is in good standing.

REGULATION 5 - Powers Of The Board

1. The Board reserves the right to allocate Sites among Site Holders in a manner intended to maximize the utility of the compound.

2. The Board reserves the right to direct its delegate or agents to temporarily remove chattel(s) from Sites for purposes of maintenance or improvements to the compound or to provide access to specific areas of the compound from time to time. Where this right is exercised the Board undertakes to have its delegate or agents replace chattel(s) to the Site from which they were removed after completion of the work(s).

3. The Board may periodically ask Site Holders to remove their chattel(s) in order to facilitate maintenance or improvements to the compound and to move the chattel(s) temporarily if the Site Holder does not comply.

4. The Board reserves the right to remove a Site Holder's chattel(s) to the Owners Unit in accordance with Regulation 5 Sub paragraph 3 if the Site Holder is in default or is in contravention of some aspect of these Regulations following notification as provided for in Regulation 5 Sub paragraph 3.

5. The Board may delegate any or all of its powers and duties in respect of these regulations in the same manner and with the same restrictions as it may delegate powers and duties as provided for in Section 16.3 of the **Bylaws of The Owners: Condominium Plan 862 1413**.

6. The Board reserves the right to rent Sites that are in excess to the demand for Sites by persons eligible to be Site Holders on an annual basis for a fee as prescribed by the Board from time to time.

REGULATION 6 - Keys

1. Each Site Holder shall be issued one key to the storage compound access gate in respect of each Site assigned to them.

2. Replacement keys will be available at a cost of \$50.00 per key.

REGULATION 7 - Notice

Whenever under the provisions of these Regulations notice is required to be given by the Board or its delegate such notice may be given either by being personally delivered or by depositing same in a post office or a public letter box, in a post-paid, sealed wrapper addressed to the Site Holder at his or their address as the same appears on the books of The Owners: Condominium Plan 862 1413. A notice or other document so sent by post shall be held to be sent at the time when the same was deposited in a post office or public letter box as aforesaid .

Whenever under the provisions of these Regulations notice is required to be given by a Site Holder to the Board or its delegate such notice may be given either by being personally delivered

the Manager, Carefree Resort or by depositing same in a post office or a public letter box, in a post-paid, sealed wrapper addressed to The Manager, Carefree Resort, RR 3, Site 10, Box 22 Innisfail Alberta, T4G 1T8.

REGULATION 8 - Waiver of Liability

Every Site Holder shall be deemed to have applied for a Site in the compound on the express understanding, agreement and condition that although the Board or its delegate shall use reasonable efforts

(a) to secure the compound area,

(b) to maintain the compound area, and

(c) to operate such facility, for the use and enjoyment of its Site Holders,

the Board, its Directors members and delegates shall not be liable, either together or separately, or any combination thereof, for any failure to carry out the intent expressed in these Regulations, and in particular, neither the Board, the Directors, its members nor its delegates shall be held liable for any damage suffered by any Site Holder or their guest for any loss whatsoever, including personal injuries or losses arising from personal injuries, arising out of or related to any default of the Board or any representative or contractor of the Board, whether resulting from negligence or otherwise.