

**BY-LAWS RELATING GENERALLY TO THE TRANSACTION OF THE
BUSINESS AND AFFAIRS OF
ERIN RIDGE ACTIVE ADULT LIVING HOMEOWNER - ASSOCIATION**

Consolidated version of June 25, 2018 – for unofficial reference only

ARTICLE I - DEFINITION AND INTERPRETATION

1.1 These By-laws shall be construed with reference to the provisions 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 By-laws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these By-laws 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 By-laws, in order that the rest may stand.

1.2 In the interpretation of these By-laws (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 By-laws;
- (e) These By-laws 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 therefor;
- (g) "Association" shall mean the ERIN RIDGE ACTIVE ADULT LIVING HOMEOWNERS ASSOCIATION.;
- (h) "Board" shall mean the Board of Directors of the Association
- (i) "By-laws" shall mean the By-laws of the Association as amended from time to time
- (j) "Developer" shall mean Erin Ridge (2000) Ltd.;
- (k) "Director" shall mean any person who has been elected to the Board;
- (l) "Lots" shall mean the sixty three (63) residential lots located in St. Albert, Alberta legally described as: Plan 992 4952 Block 3 Lots 166-178, 181-199, 201 & 202; and Plan 992 4952 Block 16 Lots 6-18 Inclusive; and Plan 992 4952 Block 17 Lots 1-16 Inclusive;
- (m) "Member" shall mean a member of the Association unless the context requires otherwise;
- (n) "Owner" shall mean a registered owner of the fee simple estate in a Lot from time to time other than the Developer;
- (o) "Project" shall mean the development known as Erin Ridge consisting of detached and semi-detached single-family homes and the Lots;
- (p) "Registered Office" shall mean the registered office for the Association;
- (q) "Schedule "A"" shall mean the Restrictive Covenant, Easement and Encumbrance

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Agreement, attached as Schedule "A" together with any amendments thereto or replacements thereof.

1.3 The purpose and objects of the Association are to carry out the duties and functions provided for in Schedule "A" to be performed or done by the Association and Schedule "A" is hereby incorporated into these By-laws and is made a part hereof.

ARTICLE 2- MEMBERS OF THE ASSOCIATION AND VOTING RIGHTS

2.1 Except as provided in Article 2.3, registered ownership shall be the sole qualification for membership in the Association and in this regard:

- (a) When a Lot is owned by two or more persons all such persons shall be Members;
- (b) An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him;
- (c) Membership shall be transferred automatically by conveyance or other transfer of a Lot;
- (d) Anyone who ceases to be an Owner shall ipso facto cease to be a Member.

2.2 There shall be one class of membership in the Association and all Members shall be entitled to vote provided however that in no event shall more than one (1) vote be cast with respect to any Lot.

2.3 Until such time as the Developer has sold and transferred at least five (5) Lots to Owners, it may select and designate as Members five (5) or more persons (who may be officers, directors, or employees of the Developer and who shall be eligible to be Members even though they do not own any Lots). Such persons shall be signatories to the Homeowners Association's incorporation and charter documents and shall automatically cease to be Members after the Developer's transfer of the fifth Lot.

2.4 No Member shall be expelled from the Association as long as he continues to be an Owner

2.5 Membership year shall be from June 1 to May 31 of each year.

2.6 A Member shall be entitled to notice of and to attend at all meetings of the Members. Where two or more persons own a Lot, a notice given to one such owner shall be deemed to have been given to all such owners.

2.7 In determining the identity or addresses of Members the Secretary shall be entitled to rely upon either (or both) title searches and notifications of ownership given to the Board by Members or their representatives.

ARTICLE 3- MEETINGS OF THE ASSOCIATION

3.1 The following shall apply to the Annual General Meeting of the Association:

- (a) An Annual General Meeting of the Association shall be held in each calendar year after 2000 in

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St. Albert, Alberta, on a day to be fixed by the Board from time to time;

- (b) At least fourteen (14) days prior to the Annual General Meeting the Secretary shall give to each Member at his or her last known mailing address, written 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 of financial statements, (which shall set out the Association's income, disbursements, assets and liabilities and shall comply with the requirements of the Societies 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 of persons collectively entitled to cast five (5) or more votes;
- (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 or an officer or employee of a corporate Member, but before voting must produce and deposit with the Secretary a sufficient appointment in writing. The Secretary or in his absence the Chair-man of the meeting shall have complete discretion to determine whether an appointment or 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 or 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 shall be required to fill the vacancies of the Board.

3.2 The following shall apply to 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 ten (10) Members in good standing, stating the object 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 or deliver 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 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.

3.3 The following procedures shall apply to the meetings of the Members:

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the

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meeting, if convened upon the requisition of the Members, shall be dissolved, but in every other case it shall stand adjourned to the same day in the following week at the same time and place;

- (b) The President, or in his absence, a Vice President shall preside at every general meeting of the Society. If neither the President nor a 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 of the Members 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 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 in these By-laws a resolution (other than a special resolution) assented to and adopted in writing under the hands of sixty-five (65%) percent of all of the Members entitled to vote thereon 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.

ARTICLE 4- GOVERNANCE OF THE ASSOCIATION

4.1 The following shall apply to the Board of the Association:

- (a) If an Owner is a corporation, any one officer, director or other designate of the corporation is eligible to become Director;
- (b) With the exception of paragraph (a) above, each Director must be a Member (or designate of a corporate Member) in good standing of the Association at the time of his election and throughout his/her term of office and a Director shall ipso facto cease to be a Director if he/she dies, is convicted of an indictable offence or is declared mentally incompetent by a court of law, or if he/she ceases to be a Member (or designate of a corporate Member);
- (c) A person shall commence his/her position as a Director upon election or appointment to the Board and shall cease to be a Director at the end of the term for which he/she was elected or appointed unless prior thereto the Director resigns, becomes disqualified under clause (b) hereof

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or is removed under clause (d) hereof. Directors may be re-elected, but no Director shall sit on the Board for longer than three (3) successive terms of office;

- (d) A Director may be removed by resolution of the Members at any Special Meeting of the Members duly called for such purpose;
- (e) The affairs of the Association shall be managed by the Board consisting of not less than five (5) nor more than seven (7) Directors. Subsequent to the adoption of this bylaw the term of office of 50%, at least two (2), of the Directors shall be for a period of two (2) years and the balance of the Board shall serve for a term of one (1) year. Thereafter, in order to maintain this balance, the term of office of persons elected to the Board shall be two years. Notwithstanding Article 4.1 (c) if there are insufficient accepted nominations, Article 4.1 (c) shall be waived to allow for the minimum Board Member requirement;
- (f) The number of Directors, not to be less than five (5) nor more than seven (7), shall be fixed at each Annual General Meeting;
- (g) The Board, at any Board Meeting may appoint persons to the Board to fill vacancies on the Board for the balance of the vacated or unfilled term;
- (h) Any Director shall be eligible for re-election to the Board, subject to the limitation set out in Article 4.1 (c);
- (i) The Board shall, subject to these By-Laws and any directions given it by a majority vote at any General Meeting properly called and constituted, have full control and management of the affairs of the Association, and 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) Directors provided they request the President in writing to call such meeting, and state the business to be brought before the meeting;
- (j) Meetings of the Board shall be called by ten (10) days notice in writing and mailed to each Director or by three (3) days notice by telephone unless waived by all the Directors;
- (k) A majority of the Directors, personally present, shall constitute a quorum at any meeting of the Board;
- (l) Each Director including the President shall have one (1) vote. In the case of an equality of votes, the President shall have a second or casting vote;
- (m) A resolution of the Board in writing signed by all of the Directors shall be as effective as a resolution passed at a meeting of the Board duly convened and held.”

4.2 Except as provided in the Act and otherwise in these By-laws, 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 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 including administrative employees, in respect to the operation of the Association;
- (d) To maintain and properly protect the assets and properties of the Association;

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- (e) To prepare and approve an annual budget consistent with the 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.

4.3 The Board shall have the following powers:

- (a) To invest and deal with the monies of the Association not immediately required in such securities and in such manner as from time to time may be determined by the Board;
- (b) To appoint legal counsel and auditors from time to time;
- (c) To make rules and regulations for the operation of the Association and the use of its facilities and assets;
- (d) 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 in accordance with Article 4.6 of Schedule "A";
- (e) To set, levy, issue and collect levies for the Rent Charges provided for in Schedule "A";
- (f) To issue certificates as to Member's position with regard to Rent Charges, any such certificate to be signed by at least two Directors and any certificate so issued shall stop 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 Lot to which the certificate relates (but shall not be an estoppel as against the owner of such Lot);
- (g) To place and maintain Comprehensive General Liability Insurance in such amounts and on such terms as the Board may from time to time select, insuring the Association as well as its Officers and Directors in respect of the actions and omissions of the Association, and
- (h) To grant approvals for modifications concerning Article 2.2 of the Erin Ridge Active Adult Living Homeowners' Association's Restrictive Covenant, Easement and Encumbrance Agreement hereinafter referred to as "Article 2.2", subject to the following Policy, Procedures, and Appeal Process:

1.0 Policy

- 1.1** Applications for landscape modifications and gardens, under Article 2.2(d) and outdoor communication devices or other satellite dishes, aerials, air conditioners or similar devices as per Article 2.2(g) will be approved by the Board based on precedents;
- 1.2** Applications for construction of fences, walls, barriers or structures other than the Building as per Article 2.2(c), or for permanent outdoor clothes hanging devices as per Article 2.2(g) will not be entertained except by Special Resolution of the Association;
- 1.3** Applications for additions or alterations to the exterior of any Building as per Article

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2.2(b) will be assessed and approved based on precedents and the following criteria:

- (a) The design of the project must be consistent with, and complementary to, the general architectural theme of the community;
- (b) Any multi-season permanent addition to any Building must match the exterior of the existing building. That is the same type and colour of siding or stucco, same building and rooflines and same roofing materials;
- (c) A seasonal screened-in sunroom may be constructed on the deck of the Building. It may be constructed with vinyl and screen walls and acrylic or metal roofing materials. The structure lines and colors shall be the same as the Building. Any sunroom shall in no event extend beyond 10 feet from the “Building” and be no wider than 14 feet;
- (d) Wooden decks may be replaced with composite decking and metal or glass railings. Also, wooden stairs may be replaced with metal stairs or stairs with metal stringers and composite treads. Where such materials are not available in the original color of the deck, complementary neutral tone decking and stairs and white railings may be used.
- (e) Wooden decks may be replaced with wood decking and stairs treads stained in natural color and wood, metal or glass railings finished in white. In such cases the perimeter of the deck and stairs stringers shall also be finished in white.
- (f) Deck expansions are permitted, but may not extend beyond 10 feet from the Building, not including allowances for a 3’ (foot) by 3’ (foot) stair landing;
- (g) The Homeowner is responsible for ensuring all necessary permits are obtained and all municipal, provincial and federal requirements are satisfied. The project must comply with all requirements of the Restrictive Covenant, Easement and Encumbrance Agreement, and not contravene any By-Law of the Association;
- (h) The project must be designed and constructed by appropriately qualified personnel and must comply with all applicable building codes;
- (i) The Homeowner must agree to pay for all costs to repair any damages to any neighbour’s property as a result of the project;
- (j) Ongoing maintenance of the alterations or additions to the Building will be the responsibility of the Homeowner and future Owners of the property; and
- (k) In case of alterations or additions to a semi-detached Building the Homeowner shall provide a letter of risk management to the adjoining Homeowners.

2.0 Procedures

The following procedures shall apply for processing applications for approval of additions or alterations to the exterior of any Building as per Article 2.2(b):

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- 2.1 The Homeowner submits a proposal to the Board outlining the intent and extent of the project. In order to receive conditional approval the applicant commits to satisfying the criteria outlined in Article 1.3 of this Policy;
- 2.2 Once conditional approval is obtained, the Homeowner is required to prepare a detailed plan demonstrating all of the conditions and criteria will be met. The Board will review the detailed plan and, if satisfied may approve the project. Such approval will take effect twenty-one (21) days after the issue, provided no appeals have been received;
- 2.3 When the Board approves an application for additions or alterations to the exterior of any Building as per Article 2.2(b), it shall within ten (10) days deliver a notice to all Members of the Association advising of the approval;
- 2.4 The Homeowner shall ensure the contractor and all persons involved are briefed and fully understand the scope and limitations of the project and no deviations are permitted; and
- 2.5 Upon completion of the project, the Board will ensure a final inspection is made to verify all requirements have been met. Any costs associated with the final inspection shall be borne by the Homeowner. It will be the Homeowner's responsibility to immediately correct any deficiencies identified in the final inspection.

3.0 Appeal Process

- 3.1 A Homeowner whose application is rejected may file an appeal to the Association;
 - 3.2 Any Member of the Association who opposes the approved additions or alterations to the exterior of a Building may file an appeal to the Association within ten (10) days of delivery of the notice of approval to their residence;
 - 3.3 Appeals must be filed in writing and will be presented at the next Annual General Meeting or at a Special Meeting of the Association convened under By-law 3.2(a);
 - 3.4 A copy of the written appeal(s) and a notice of a meeting shall be delivered to each member of the Association twenty-one (21) days in advance of the meeting of the Association; and
 - 3.5 The appeal will be decided by a Special Resolution as specified in the Alberta Societies Act.
- 4.4 The Board may from time to time borrow, raise or secure the payment of moneys in such manner as it deems fit, provided that no borrowing in excess of \$5,000.00 shall be made without prior authorization of the Members in a General Meeting, and no debenture shall be issued without the sanction of a Special Resolution of the Association;
- 4.5 The Board may appoint committees to advise the Board from time to time in respect to the various duties and responsibilities of the Board and:

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- (a) Each committee created by the Board shall be headed by one of its members appointed by the President to be chairman of that committee;
- (b) 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 or delivered to each member of the committee;
- (c) A majority of the members of any committee personally present at a meeting shall constitute a quorum; and
- (d) 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.

4.6 The officers of the Association shall consist of a President, Vice President Secretary and Treasurer who shall have the following duties and responsibilities:

- (a) President: the 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: the Vice President shall assist the President and preside at meetings in the absence of the President;
- (c) Secretary: it shall be the duty of the Secretary to attend all meetings of the Association and of the Board, and to keep accurate minutes of the same. He shall have charge of the Seal of the Association. In case of the absence of the Secretary, his 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 shall also keep a record of all the Members and their addresses, send all notices of the various meetings as required, and shall collect and receive the rent charge assessments levied under Schedule "A" hereto or annual dues levied by the Association, such moneys to be promptly turned over to the Treasurer;
- (d) Treasurer: the Treasurer shall receive all moneys paid to the Association and shall deposit the same in whatever chartered bank, treasury branch or trust company the Board may order. 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/or a term of one (1) year or until the next Annual General Meeting whichever first occurs;
- (f) Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the appointment by the Board of another Director who shall hold such office until the next Annual General Meeting of the Association.
- (g) The officers shall be appointed by the Board from amongst the Directors and the Board may appoint one person to more than one position; and

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(h) The Board may by resolution remove any officer from office.

ARTICLE 5- BOOKS AND RECORDS AUDITING

5.1 The books and record of the Association may be inspected by any Member at the annual meeting provided for herein or any other time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of the same. Each Director shall at all times have access to such books and records.

5.2 The books, records and financial statements shall be audited at least once a year by an auditor, if requested by the Board appointed from time to time by the Board. Such auditor may be a Member and need not be a Chartered Accountant, but he shall not be a Director.

5.3 The fiscal year end of the Association is May 31st of each year.

ARTICLE 6 - VOTING

6.1 Any Member shall have the right to vote at any meeting of the Association. The number of votes available to Members is to be determined in accordance with Schedule "A" and these By-laws (Schedule "A" to take precedence in the event of conflict).

ARTICLE 7 - MINUTES OF THE PROCEEDINGS

7.1 The Secretary shall maintain and have charge of a copy of the Minute Books, the original Minute Books being maintained at the Registered Office of the Association and shall record in the copy or cause to be recorded in the original, minutes of all proceedings of all meetings of the Directors.

7.2 The Board shall see that all necessary books and records of the Association required by the By-laws of the Association or by any applicable statute or laws are regularly and properly kept and filed.

ARTICLE 8 - SEAL OF THE ASSOCIATION

8.1 The Board may, in the name of the Association adopt a seal which shall be the common 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 under the Seal of the Association.

ARTICLE 9 - REMUNERATION

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9.1 Unless authorized at any general meeting and after notice of same shall have been given, no Director, Officer or Member shall receive any remuneration for services performed in his or her capacity as a Member, Officer or Director. Nothing herein shall derogate from or affect the right of any Director, Officer or Member to receive compensation as manager for the Association or in respect of their performance of any Association duties or transactions.

ARTICLE 10- INDEMNITY

10.1 Each Director, Officer and employee 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, 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 wilful misconduct in the performance of his duty to the Association.

ARTICLE 11 -BY-LAWS

11.1 The by-laws may be rescinded, altered or added to by a Special Resolution of the Association

ARTICLE 12-WINDING UP

12.1 In the event the Association is wound up or dissolved, any surplus of funds shall be paid to such registered and incorporated charitable organizations as the Members by Special Resolution may from time to time determine. In no event shall the Members or any of them become entitled to any of the assets of the Association.

ARTICLE 13 - SIGNATORIES

13.1 The signatories to the Association are hereby ratified and confirmed as subscribers to the incorporation of the Association.

ARTICLE 14- NOTICES

14.1 Notice to Members may be given by delivery to, or by prepaid ordinary mail addressed to the address of the Member's Lot and Notice to the Directors may be given by delivery to, or by prepaid ordinary mail addressed to the Director's last known address notified to the Association. Notices to the Association shall be given by personal delivery to a Director.

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DATED at the City of Edmonton, in the Province of Alberta on February 18, 2000.

Signature:

Address:

Printed Name:
GREGORY L. CHRISTENSON

5410 - 97 Street
Edmonton, Alberta
T6E 501

Printed Name:
PETER DIRKSEN

5410 - 97 Street
Edmonton, Alberta
T6E 501

Printed Name:
DEBBIE STIEBRITZ

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Printed Name:
DIANE HOUSTON

5410-97 Street
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