

**Special Resolution – Update of Bylaws for Eagle Ridge Homeowners Association**

27 April 2019

Be it resolved that the Bylaws for the Eagle Ridge Homeowners Association in force at March 31, 2019 be rescinded, and that the proposed Bylaws dated 27 April 2019 (attached) be adopted.

Summary of proposed revisions:

Section 1.02 - definitions

Subsection [o] - Restrictive Covenant and Schedule "A" clearly defined as either of two Restrictive Covenants and Encumbrance Agreements, one of which is registered against each property in the Eagle Ridge Subdivision.

**Restrictive Covenant No. 922 284 317** is registered against the properties in Eagle Ridge Estates that were developed between 1992 and 1997

**Restrictive Covenant no. 972 269 165** is registered against the properties in Eagle Ridge Estates that were developed after 1997.

The Restrictive Covenants contain the Architectural Guidelines for Eagle Ridge Estates and are the founding documents for the Homeowners' Association.

The Restrictive Covenants are incorporated into and become an integral part of the Bylaws.

The Restrictive Covenants are administered by the homeowners' Association, but cannot be amended as they are registered against each of the properties within Eagle Ridge Estates.

Subsections [p and q] - Definitions added for 'Members' fees' and for 'Persons'

Section 4.01 – Board of Directors

Transitory sections covering Board membership while property development was in progress have been eliminated as they are no longer relevant. Section paragraphs have been renumbered

Section 4.01 [c] – Board membership

The time limit on Board membership (currently 3 years) has been removed. There have been challenges recruiting sufficient numbers of prospective Board members to manage the affairs of the Association.

Section 4.01 [g] - Number of Board Members

Subsection [e] indicates that the Board shall consist of between 3 and 7 members. Subsection [g] indicates that the number of Board members shall be set at the Annual General Meeting.

Section 4.02 – Duties and Powers of the Board

Subsection [d] is updated to clearly reflect the responsibility of the Board of the Association for the outward face of the perimeter fence – and to reinforce that the inward face of the perimeter fences is the responsibility of the relevant property owner. Where the fence has to be replaced – the association will arrange for replacement and the property owners will be assessed their proportionate share of the replacement cost.

Subsection [m] is updated to indicate that the Association has an Administrator, not a manager – wording change only.

Subsection [n] is updated to clearly indicate the responsibilities of the Board for the financial administration of the Association, including the responsibility for setting and collecting fees, responsibility for assessing penalties for late payment of fees, responsibility for assessing fees for failure to comply with articles of the Restrictive Covenant and Encumbrance Agreement, and responsibility for recovery of legal costs associated with collection of outstanding fees.

The former ARTICLE XV – Bylaw Amendments has been Renamed Capital Replacement Reserve. The previous content of the Article has been incorporated into these proposed amendments.

Section 15.01 – Capital Replacement Reserve Fund

The Capital Replacement Reserve contents have not been altered from the previous bylaws, except to eliminate historical requirements and to clearly indicate the responsibility of the Board to set the annual contribution to the Reserve Fund. In setting the annual contribution to the Capital Reserve Fund, Board members are bound by the requirements outlined in sections 15.01 [a, b, c and d] and these requirements remain unchanged from the previous bylaws.

Article 16.01 – Enforcement of Restrictive Covenant and Encumbrance Agreement

This is a new section and has been added to assist the Board in their responsibility for the administration of the terms of the Restrictive Covenant. Currently, where there is an identified failure to comply with the terms of the Restrictive Covenant, the only recourse for the Board is to engage legal counsel to apply for a Court Order directing the property owner to comply. This is onerous, unnecessarily time consuming and expensive. The proposed section is a much more effective method of addressing the consequences of failure to comply with the terms of the Restrictive Covenant.