

FIRCREST RESORT OWNERS' CORPORATION
(The "Owners' Association")

BYLAWS

Introduction

The following Bylaws (the "Bylaws") are the Bylaws of the Owners' Association. These Bylaws shall remain valid until such time as they are rescinded, revised, added to or otherwise modified by the Owners' Association.

Definitions

In these Bylaws, any words and phrases beginning with a capital letter, that are not defined in these Bylaws, shall have the same meanings as defined in the Fircrest Resort Owners' Corporation Articles (the "Articles"), and as defined in the Co-Ownership Agreement.

DUTIES OF OWNERS

1. An Owner shall:
 - a. permit the Owners' Association and its agents, at all reasonable times when given notice, except in cases of emergency, to enter his or her Site for the purpose of site inspection, and for the purpose of: maintaining, repairing or renewing pipes, wires, cables and ducts existing above, on or below the Site, and capable of being used in connection with the enjoyment of any other Site or common property, or for the purpose of maintaining, repairing or renewing Common Areas, Common Facilities or other assets of the Owners' Association, or for the purpose of ensuring the Bylaws are being observed;
 - b. permit, at any given time, only one recreation vehicle, or cabin as permitted from time to time by any applicable Cariboo Regional District Zoning to be located on an RV Site, but is allowed in addition, one tent designed to accommodate not more than four persons on the RV Site, provided that such tent is placed near the back of the RV Site or as approved by the Owners' Association;
 - c. place all garbage and other waste material in the receptacles provided in the Resort;
 - d. ensure that their recreation vehicle has a sewer connection which seals tightly to the sewer service connection provided on each RV Site;
 - e. repair and maintain his or her Site, including the mowing and fertilizing of green areas within his or her Site;
 - f. use and enjoy the Common Areas, Common Facilities or other assets of the Owners' Association in a manner that will not unreasonably interfere with the use and enjoyment by other Owners, their families or Visitors, Day Guests, occupants, agents, servants, licensees or invitees;

- g. itself (or ensure that a Visitor or Day Guest) be responsible for the conduct of their children on the Resort premises, and that their young children be accompanied by an adult when using the Common Facilities, Common Areas, and amenities of the Resort;
- h. notify the Owners' Association not less than 21 days prior to any change of ownership or other dealing in connection with his or her Site, and must obtain written confirmation from the Owners' Association prior to the change of ownership of his or her Site, confirming that no amounts are owing by him or her to the Owners' Association in respect of his or her Site;
- i. comply strictly with these Bylaws, and all other bylaws of the Owners' Association, and with rules and regulations adopted from time to time;
- J. permit all landscaping and maintenance of landscaped areas surrounding the Site to be carried out by contractors employed by the Owners' Association, and the Owner will not himself trim, cut or in any way alter or interfere with such landscaping;
- k. register all Visitors, Day Guests and other occupants with the Manager upon arrival, with overnight guests additionally filling out the registration form provided by the Owners' Association;
- L. have campfires only in designated fire or barbeque pits which must be first approved by the Owners' Association, who will take into account, without limitation, their size, appearance and location;
- m. observe quiet hours from 11:00 p.m. to 7:00 a.m., with any noise producing equipment, such as generators, televisions, radios, tape or CD players, to be restricted in their time and operation for the mutual comfort and pleasure of all Owners, Visitors or Day Guests so as to never constitute a nuisance to other users of the Resort;
- n. ensure that, for emergency purposes, his or her Site number is highly visible from the road at all times;
- o. when necessary, bring complaints to the attention of the Manager of the Owners' Association;
- p. all terrain or Off Highway Vehicles (OHV) are allowed within the resort solely for transportation, not pleasure, between the resort office or entrance to the resort and the owners' site.

- q. comply with all applicable laws, including, but not limited to, the *Motor Vehicle Act* (British Columbia) which is in full force and effect for all roads and parking areas within the Resort; and
- r. itself or ensure a Visitor or Day Guest of the Resort leaves all Common Areas, Common Facilities and Common Items in a clean and sanitary state after their use.

DUTIES OF FIRCREST RESORT OWNERS' CORPORATION

2 . The Owners' Association shall:

- a. control, manage and administer the Common Areas, Common Facilities and other Common Items of the Owners' Association for the benefit of all Owners;
- b. encourage recycling, and will provide recycling bins in various locations throughout the Resort;
- c. keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the recreational facilities, if any, and other apparatus and equipment used in connection with the Common Areas, Common Facilities and other Common Items of the Owners' Association;
- d. maintain all Common Areas, both internal and external, including, but not limited to, lawns, gardens and parking areas;
- e. maintain and repair, including replacement where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the Resort and capable of being used in connection with the enjoyment of more than one Site, Common Areas or Common Facilities;
- f. on the written request of an Owner of a Share, produce to him or her, or a person authorized in writing by him or her, the insurance policies effected by the Owners' Association and the receipts for the last premiums;
- g. collect and receive all Maintenance Payments paid by the Owners and deposit the same with a financial institution;
- h. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Owners' Association;
- J. observe and perform the Articles and enforce the terms and conditions of the Co-Ownership Agreement; and

- k. comply with these Bylaws, and all applicable laws.

POWERS OF FIRCREST RESORT OWNERS' CORPORATION

3. The Owners' Association may:

- a. purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of Common Areas, Common Facilities or other Common Items of the Owners' Association;
- b. borrow money required by it in the performance of its duties or the exercise of its powers;
- c. secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- d. invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
- e. make an agreement with an Owner or occupier of a Site for the provision of amenities or services by it to the Site or the Owner or occupier;
- f. grant an Owner the right to exclusive use and enjoyment of all or part of the Common Areas or Common Facilities, or special privileges for them, the grant to be on terms established by the Owners' Association;
- g. make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the Common Areas, Common Facilities or other Common Items, or other assets of the Owners' Association;
- h. do all things necessary for the enforcement of the Articles, the Bylaws and the Co-Ownership Agreement and the Fircrest Resort Owner's Handbook and for the control, management and administration of the Common Areas, Common Facilities, Common Items or other assets of the Owners' Association, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, or the rules or regulations set out in the Fircrest Resort Owner's Handbook;
- I. prohibit, at any time, the building of fires when weather or other conditions are considered unsuitable and represent a fire hazard;
- J. determine the levy for the Contingency Reserve Fund, which shall not be less than 5% of the total annual budget, until the reserve reaches an amount that the Owners' Association considers sufficient having regard to the type of buildings and other Common Items that are part of the Resort, and thereafter raise further

amounts for replacements of funds from time to time and over a period of time as

the Owners' Association thinks fit;

- k. join any organization serving the interests of Owners' Associations and assess the membership fee in the organization as part of the common expenses;
- l. prohibit the consumption of alcohol in its entirety on any Common Areas and Common facilities within the Resort;
- m. limit, in order to prevent over-use of the Resort, the number of Visitors or Day Guests visiting on any individual Site; and
- n. require Owners, Visitors and Day Guests to remove unruly, loud and/or misbehaving animals from the Resort and to detain roaming pets, and may, if necessary, remove such animals from the Resort without notice.

DIRECTORS

- 4. a. The powers and duties of the Owners' Association shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the directors of the Owners' Association.
- b. The Developer shall exercise the powers and duties of the directors until the directors are elected by the Owners.

FINES/INFRACTIONS

- 5. a. An infraction or violation of these Bylaws, or any rules and regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Owners' Association. Any costs or expense so incurred by the Owners' Association shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Owners' Association, and shall become due and payable on the date of payment of the monthly assessment.
- b. The Owners' Association may recover from an Owner by an action for debt in a court of competent jurisdiction, money which the Owners' Association is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any rules or regulations established under them:

- i. Following a letter of warning, and unless otherwise stated in the bylaws, the fine for a violation of the bylaws or any rules and regulations established by the directors or committee of the Owners' Association is \$100.00 per violation;
- ii. Outstanding fines for violations are payable for each month the fine is outstanding and will increase in proportion of the following schedule:

Month	Fine	Total Due
1	\$100.00	\$100.00
2	\$200.00	\$300.00
3	\$300.00	\$600.00

- iii. Fines for the 2nd and subsequent violations of the same bylaw or rule by the same person are cumulative and as follows (to a maximum of \$2,000.00/month):

2nd violation

\$ 250.00

3rd violation

\$500.00

4th violation

\$1,000.00

5th violation

\$2,000.00

- iv. Any fines levied by the Owners' Association for an infraction or violation of these Bylaws or any rules and regulations established under them on the part of an Owner, the Owner's employees, agents invitees or tenants:
 - i. must be charged to the Owner; and
 - ii. must be added to and become a part of the assessment of that Owner for the month next following the date on which the infraction occurred and become due and payable on the date of payment of the monthly assessment;
- v. The Owners' Association may recover from an Owner, by an action for debt in any court of competent jurisdiction, any sum of money which the Owners' Association is required to expend as a result of any act or omission by the Owner, their employees, agents invitees, or tenants, which violates these Bylaws, and these shall be added to any amount found due, all costs of such action including costs as between solicitor and client.

PROHIBITIONS

6. An Owner shall not:

- a. use his or her Site for any purpose which may be illegal or injurious to the reputation of the Resort;
- b. make undue noise in or about any Site, the Common Areas or Common Facilities;
- c. itself (or permit a Visitor or Day Guest) to indulge in loud or boisterous conduct that interferes with the enjoyment of other Owners, Visitors and Day Guests of the Resort;
- d. enter or interfere with another Owner's Site unless permitted by such Owner;
- e. subject employees, contractors or agents of the Developer or the Owners' Association to an Owner's individual direction or control;
- f. itself (or permit a Visitor or Day Guest) to sell goods or services within the Resort without the prior approval of the Owners' Association;
- g. itself (or permit a Visitor or Day Guest) to post anything, including a sign such as a "For Sale" sign, on any Resort bulletin board or elsewhere within the Resort without first obtaining permission from the Owners' Association;
- h. use his or her Site, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a unit, whether an Owner or not, or that is in contravention of any law applicable to the Site, or that will result in any unusual or objectionable noise or odour to emanate from the Site, or that is inconsistent with the intent of these Bylaws;
- i. itself (or permit a Visitor or Day Guest) to dry clothes outside or make use of clothes lines, except for the unobtrusive drying of bathing suits and towels;
- j. itself (or permit a Visitor or Day Guest) to gather or cut wood or other vegetation within or in the immediate vicinity of the Resort;
- k. allow the consumption of alcohol by any person under 19 years of age, or allow irresponsible consumption of alcohol of any person 19 years of age and older;
- l. itself (or permit a Visitor or Day Guest) to ride a bicycle after dusk, unless the bicycle is equipped with a light and reflectors;
- m. itself (or permit a Visitor or Day Guest) to travel above the speed limit, which is 10 **km** per hour, or allow itself or a Day Guest to park, in any circumstances, anywhere other than the designated parking areas;
- n. itself (or permit a Visitor or Day Guest) to make any major repairs or adjustments to motor vehicles on the Resort premises;
- o. itself, or permit a Visitor or Day Guest, to park boat trailers or other utility trailers

anywhere other than in designated storage areas, in any circumstances except when owner is absent from the site;

- p. itself (or permit a Visitor or Day Guest) to allow pets (including cats) outside or off of a leash, at all times (including night) and must dispose of all pet waste immediately to a garbage receptacle, in or outside of the Resort;
- q. itself (or permit a Visitor or Day Guest) to use the Common Areas or Common Facilities for private parties without authorization in advance from the Owners' Association accompanied by the applicable user fee, potentially accompanied by a refundable deposit; or
- r. itself (or permit a Visitor or Day Guest) to smoke, vape or consume cannabis in or around the Common Areas or Common Facilities, except as designated by the Owners' Association
- s. Cannabis or cannabis seedlings cannot be grown anywhere on the property including inside RV's or Cabins.

DAY GUEST PROHIBITION

- 7. In addition to other applicable provisions within these Bylaws or other applicable laws, a Day Guest shall not use the facilities of the Resort unless accompanied by the Owner or registered Visitor, and, in any circumstances and at any time, the number of Day Guests is limited to a maximum of 4 persons per Owner or registered Visitor, unless prior approval is given by the Owners' Association.

RECREATION, COMMON FACILITIES AND EQUIPMENT

- 8. Common Areas, Common Facilities and Common Items are for the sole use of Owners, Visitors and Day Guests of the Resort.

PROMOTION

- 9. During the time that the Developer owns one or more Shares, the Developer shall have the right to maintain one or more Sites or the House Site as display Sites, and to carry out sales functions as the Developer considers necessary, including placing and maintaining exterior signage and access to Common Areas and Common Facilities, to enable to the Developer to sell Shares attached to Sites in the Resort.

MAINTENANCE PAYMENTS

- 10.
 - a. Monthly maintenance payments are due and payable on or before the first day of each month. Maintenance fees not received by the 10th of the month in question may be subject to a fine of \$50.00 for each month or portion thereof that a maintenance payment is late;

- b. When arrears aggregate three monthly maintenance payments a may be placed on the Site involved at the Owner's expense for the total monies due, including all legal and other expense

DISTURBANCE OF OTHERS

11.

- a. No unreasonable amount of noise shall be made in or about the Site or on the Common Areas or Common Facilities which, in the opinion of the Owners' Association, interferes with the enjoyment by others of other Sites or the Common Areas or Common Facilities.
- b. An Owner shall not operate his or her barbeque, smoker or firepit in a manner which, in the opinion of the Owners' Association, interferes with another Owner's enjoyment of his or her Site.
- c. Cycling on Common Areas or Common Facilities other than the roadways and designated trails is prohibited.
- d. Carpentry or similar alterations shall be limited to the hours between 8:00 a.m. and 8:00 p.m., Monday through Saturday inclusive.

HAZARDS

12.

- a. Fire hazards must be minimized. No item shall be brought onto or stored on a Site or the Common Areas or Common Facilities which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Owners' Association, or which will invalidate any insurance policy.

CLEANLINESS

13.

- a. All household's refuse and recycling material shall be secured in suitable plastic bags or recycling containers and taken to the common garbage or recycling containers.
- b. Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or occupant of the Site.
- c. There shall be no smoking, vaping or consumption of cannabis within the Common Areas or Common Facilities, except as designated by the Owners' Association.

- d. No garbage, residue from barbecues, or other material shall be permitted to accumulate on decks, on or beneath the surface boards of decks or on any improvements on a Site.

DAMAGE TO PROPERTY

14.

- a. Where the Owners' Association is required to enter a Site for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Areas or Common Facilities, the Owners' Association and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Site occasioned by such works and restore the Site to its former condition, leaving the Site clean and free from debris.
- b. An Owner or occupant shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.
- c. Tree removal must be pre-approved by the Co-Owner's Association and conducted by a professional tree removal service with the appropriate insurance; any removal of trees without prior authorization will be assessed a penalty of \$5,000.00
- d. the transferor owner paying a \$1000.00 application fee to the Owner's Association to cover the cost of legal fees and associated transfer costs.

MOVING AND RESALE

15.

- a. It will be the express responsibility of the Owner to ensure that all moves in or out of the Resort by the Owner conform to the regulations as established by the Owners' Association from time to time.
- b. No advertising for the resale or rental of a Site shall be permitted within the boundaries of the Resort without the prior consent of the Owners' Association.
- c. The Owners' Association shall provide for a central resale directory board (the "Directory"), and shall ensure that individual resale signage is restricted to notification in such Directory.

CONSTRUCTION OF DECKS, SHEDS, GAZEBOS AND PRIVACY SCREENING

16. Owners are permitted to construct the above items provided that they comply with the "Construction Regulation" set out by the Owners' Association, as attached hereto as "Appendix A", provided that Owners have first obtained the approval from the Owners' Association prior to the commencement of construction of any such improvement.
17. Setbacks to adjoining site and roadways must be adhered to as set out in the "Construction Regulation".
18. Materials used and colouring (stains) must be adhered to as set out in the "Construction

Regulations" and or the Fircrest Resort Owners' Handbook.

DEFINITIONS

19. The following terms shall have the meanings set forth below:
- a. "Developer" means 0972514 BC Ltd., a corporation incorporated under the laws of British Columbia
 - b. "Directory" means the central resale directory board to be provided by the Owners' Association, and to be located on the Resort Lands;
 - c. "Maintenance Payments" means an Owner's contribution to Common Costs pursuant to the Articles, as defined in the Co-Ownership Agreement;
 - d. "Owner" means the holder of a Share in the Fircrest Resort Owners' Corporation;
 - e. "Owners' Association" means the "Fircrest Resort Owners' Corporation";
 - f. "Share" means the Share Interest, as defined in the Co-Ownership Agreement;
 - g. "Site" means that portion of the Resort Lands identified as a site in the Site Plan;
 - h. "Unit" means an individual residence on a Site.
 - i. "Visitor" means any person, once registered pursuant to section 1(k) of these Bylaws, using and occupying the Site of an Owner or any of the Common Areas and Common Facilities and who is not Immediate Family to the Owner or a Day Guest.

Appendix A Construction Regulations

Site owners are permitted to add structures to their Site such as decks, patios, gazebos, tool sheds, trellises, provided that they are professionally constructed and conform to the regulations set out in this Construction Regulations. IT IS STRONGLY RECOMMENDED THAT PROFESSIONAL CARPENTERS BE RETAINED WHEN CONSTRUCTING ANY OF THE ABOVE STRUCTURES. The Manager will provide the names of local carpenters.

Requirements are:

- All site alterations, construction, landscape designs, and placements of decks, patios and gazebos are subject to approval by the Owners' Association
- All structures shall be constructed with or wrapped in wood.
- All lumber is to be stained using Cloverdale Paint Weather One 06680 N color ST013 Rustic Brown
 - Hardware such as hinges, railing, pickets, and other metal materials that are exposed are to be black in colour.
 - Eave troughs, if used, must be a dark brown colour.
 - Solar lighting for post caps, marking walkways is encouraged as opposed to incandescent or florescent lighting.
 - Skirting of RV's shall be of a similar material and color as the unit being skirted or of deck materials and color.
 - Roofing materials for sheds, covered deck area and gazebos must be either Cedar Shake Shingles or Asphalt Shingles, fiberglass, aluminum and be Antique Brown or Sienna Blend (Rusty Brown)
 - Patios are defined by the CRD as anything that is ground level. Decks are defined as anything that any portion of is above ground level

Specific Examples:

- (1) Decks (defined as anything that protrude above ground:
 - (a) The size of the deck constructed is subject to approval by the Owner's Association or its designated representative and sizing must be pre-approved.
 - (b) The area over the deck can be roofed in or have trellis installed providing the area enclosed is not more than 50% of the total deck area.
 - (c) Roofed over deck areas can be screened but not glassed in.
 - (d) Spindles for deck railing must either be wood (2"x2") material similar to the decking or black metal spindles.
 - (e) Skirting for decks (if required) must be materials similar to decking and stained as per approved stain

EXAMPLES OF DECKING:

Deck using 2" by 2" wood spindles and skirting



Deck Using Iron Spindles



(2) “Permanent” Gazebos:

- (a) Can be either stand alone or be incorporated as part of the deck.
- (b) Maximum size as a stand-alone is 12’ x 14’. Maximum size on a deck is 50% of total deck area
- (c) As with decks the gazebos cannot encroach closer than .9 meters or 3 feet of the adjoining property lines.
- (d) Gazebos can be screened in but not glassed in. They can be constructed of wood or metal but must be brown
- (e) Roof materials must be either Cedar Shake Shingles or Asphalt Shingles, fiberglass, aluminum and be Antique Brown or Sienna Blend (Rusty Brown)
- (f) Base of stand alone gazebos must be ground level as with a patio

(3) Tool /Storage Sheds:

- (a) Tool or storage sheds cannot exceed 50 sq. Ft. in floor area.
- (b) Tool or storage sheds cannot encroach closer than .9 meters or 3 feet of the adjoining property lines.
- (c) Trim boards, fascia and soffits must be either natural stained wood or painted / stained dark brown.
- (d) Eave troughs, if used, must be a dark brown color.
- (e) Roof materials must be either Cedar Shake Shingles or Asphalt Shingles, fiberglass, aluminum and be Antique Brown or Sienna Blend (Rusty Brown)
- (f) hinges and other door hardware must be black in color.



(4) Fences and Privacy Screening:

Fences are not permitted. However, privacy screening may be erected on the deck areas. Neighbour friendly perimeter markers to identify lot lines are permitted upon approval of the Owners Association.

Sample perimeter markers



(5) Landscaping

Landscaping can include flower beds, gardens and designs that will not infringe on the view and enjoyment of other sites.