

May 2019

## To Prospective purchasers - Disclosure package

Subject: Meridian Beach Cottage Resort

The purpose of this document is to provide information about the Meridian Beach development so purchasers understand the reasoning for the charges that will be on their Title, the basis for the Homeowners Society and the Private Utility Costs. In addition, this document provides information about Canal access, Boat Slips, beach tenure and special measures related to building on accreted lands. This disclosure is intended to provide information; not legal advice.

**The Homeowners Society** - Meridian Beach is based on “fee simple” or traditional land ownership and is not a condominium. However, the nature of the development and its amenities are beyond what our rural County of Ponoka would normally provide or maintain. (Ponoka is an extremely well run County and traditionally maintains the lowest property taxes in Alberta). These extra amenities include such features as the canal, beaches, paths, bridges, sports areas, tennis court, decorative parks, pavilions, interpretive areas and the community hall. These amenities and special features are beneficial to cottage owners but do need some ongoing management and upkeep. Therefore, a non-profit Society has been formed to handle maintenance and administration of facilities as well as architectural standards and community rules and regulations. It will use the restrictive covenants and the rent charge, which are registered on every title in Meridian Beach.

The intended purpose of this Meridian Beach Homeowners Society (MBHS) is therefore to:

1. Own common facilities; maintain that property and common facilities and collect a fee from every lot owner to cover its costs;
2. Review plans for proposed buildings to see that they fit with the architectural guidelines and nature of the community;
3. Enact and enforce Rules and Regulations that apply to all the Development, owners and their guests, copy attached;
4. Enhance the enjoyment of all residents and enrich the entire development.

The annual fees for the Society in 2019 are presently \$600 per year plus GST which allows the MBHS to build up a reserve; as set by the MBHS executive based on expenses and the democratic direction of owners. Inshore Developments Ltd. (“Inshore”) turned over control to an elected Board in late 2015. The Society will prepare a budget each year and send out invoices to owners early in the new year. The budget includes building up a reserve for replacing assets that depreciate.

Membership in the Society is restricted to Meridian Beach owners. The members elect a Board to manage the Society. Cottage or lot owners pay the Society’s assessments whether they have built or not.

Inshore has also transferred to the Society the rights that it had in its License of Occupation obtained from the Crown for the main beach area. Inshore also transferred (at no cost to the Society) title for the tennis lot and the community hall building. Eventually, the plan is for Inshore to transfer the canal and marinas to the Society as well. Inshore still owns the lands up to the second beach. Use of facilities owned by the Society is subject to the Society's bylaws.

As an owner, Inshore does not pay annual fees for unsold lots. Those lots are not occupied and Inshore is not using the Common Facilities. Furthermore, Inshore has and will be donating property and improvements to the Society that far exceed any owner contributions.

**Covenants** There are three restrictive covenants on the property. These should be carefully read. They may be summarized as follows:

1. A Restrictive Covenant regarding building scheme, i.e., architectural controls, and regulations will give power to Inshore (and then the Society) to approve plans; which will normally be required before the County grants a development permit.
2. The Rent Charge encumbrance establishes the power of the Society to collect its annual dues and assessments even to the point of taking possession of an owner's lot should that prove necessary.
3. A further Restrictive Covenant requires that owners connect, and remain connected, to the private utilities which will be available at the lot line. Owners are not allowed to drill wells or install septic fields.

These and other restrictions are or will be registered against your title in a form similar to those attached to this disclosure.

The Rent Charge encumbrance and the Restrictive Covenant for the building scheme are both managed and enforced by the owner of the specified "Dominant Tenement". The "Dominant Tenement" is the Community Lot, i.e. Lot 24 Block 1 where the Community Hall has been erected. Inshore has transferred this lot to the Homeowners Society and thereby also transferred to the Society the powers and responsibility for administering these Restrictive Covenants as well as a means to raise funding. However at present Inshore still approves all building plans using an experienced architect.

### ***Canal Ownership and Docks***

Inshore Developments will retain rights over the Canal Area (this includes the banks) until it is turned over to the Society. If your cottage has canal access, your purchase document will show on the plan, an area on the canal bank for your access to the water. It may not be directly in front of your lot and it may be of a lesser width. Inshore has obtained permits that allow docks to be erected on the bank. Each lot owner, with access, will be provided with a copy of the then-current Canal Access License from Inshore, which will later be administered by the Society. This outlines the privileges and rules that apply to the access holder but it does not confer any ownership rights to the bank or water. There will be a public path along the canal bank and a lot owner with bank access rights may not fence that area off or obstruct it.

Canal Access rights and related docks and boathouses may not be separately sold or traded and must remain attached to and part of an upland lot within Meridian Beach. Any disputes will be adjudicated by the owner of the Canal Lot. Maintenance, upkeep, repair and replacement of an individual dock or boathouse constructed under a Canal Access License is the sole responsibility of the upland lot owner who constructed that dock and, of course, holds the relevant Canal Access License.

Inshore has also developed communal docks where it will sell or rent individual Boat Slips. Owners of a Boat Slip will not need, nor will they be given, individual canal access licenses. They will access the canal as a member of the Society and hold their Boat Slip as a Boat Slip Member in that Society. Boat Slip Members will share the costs of boat slip maintenance, upkeep, repair and replacement among all the owners of the boat slips within that particular communal dock.

## **Private Utilities**

Meridian Beach has a private water and sewer system (the “Private Utilities”) to provide these services to all lots. The County of Ponoka did not wish to provide those services. Our systems have been engineered in accordance with the environmental design of the development and related approvals. Sewage treatment is provided through a contract with a related company, Community Wastewater Systems Inc. (“CWSI”). Each lot is required to connect any residence to the Private Utilities. The following description outlines the basis for the utility service charges which will be levied by the developer, in order to pay for these Private Utilities while it is administering the development:

1. The owner of a lot will pay reasonable charges for water and sewer services (“Rates”). The Rates are a combined bill for both. In the event that an owner fails to pay, Inshore or a successor will have the right, in addition to any other remedies, to refuse to connect or suspend services.
2. The Rates are intended to cover operating costs, overhead and provide for equipment replacement plus a commercially reasonable margin. The Rates do not include a return on initial capital costs to build the water supply/sewer piping or the water treatment/sewage treatment plants because that has been included by Inshore in your lot price.
3. The Rates for water and sewer service (in 2019) are \$1026.00 per year (\$85.50/month) plus \$3.98 per m<sup>3</sup>. The first 60 m<sup>3</sup> of use is included free in the annual fee. A family of four with modern water conserving fixtures should use well under 0.6 m<sup>3</sup> per day. If you are using your cottage for seasonal use you will likely be below the 60m<sup>3</sup>. The Rates may be adjusted with inflation and/or to reflect actual costs.
4. The Rates will be payable when a cottage has been connected to the services and the water valve opened. The Rates for the first year in which connection takes place will be prorated for the months in which the Utilities are connected.
5. The owner of an undeveloped Lot must pay 30% of the annual Rates in each year after the year in which the Lot is purchased, regardless of whether a cottage or residence has been constructed. This is required because a good deal of the cost in operating a utility is fixed and activated once it is ready to serve a lot. No cottage will be connected unless these have

been paid with interest. Subsequent owners are responsible for payment of arrears and interest associated with their lot before connection.

6. The volume for both water and sewer service will be determined by a water meter to be supplied by the Developer and installed by each owner of a Lot prior to the opening of the water valve. Each water meter is to be installed with an external readout device.
7. Alberta regulatory boards have a mandate to regulate private water systems and the owner of a Lot may apply to such boards at any time for a review and adjustment of the Rates if they believe those rates have been unfairly assessed.

At some future time the Developer may turn the water utility over to the Society or another organization. As you might expect, there are presently regulations to prevent discharge of contaminants or harmful substances into the sewer system and those may change over time. Sump pumps or eaves troughs are not allowed to be connected to the sewer nor are garburetors or water softeners.

**Lake Levels** Gull Lake receded over most of the 20th century from a level of 901.5m (above sea level) in 1924 to approx. 898.5m in 1978. In 1976, the Province installed a Stabilization system to pump water into the lake from the Blindman River which has maintained the lake ever since. The level still fluctuates and, for example, fell sharply during the drought years 2000 to 2003. After the stabilization was installed the province decided it would be impractical to raise the lake to its 1920s level. The province set a new target of 899.16m. When the lake is below this level and there is water available in the river the pumps are run. 2011 to 2014 were wet years. As of May 2019 the lake was at a level of 898.97 below target but still above the trigger level where the pumps would be started. In 2010 due to cutbacks Alberta Environment announced that they wanted local municipalities to start paying the power cost for stabilization (approx. \$100,000 per year). Fortunately we understand the local municipalities took on the cost for the pumping but there has been no need to pump for the last 8 years and apparently the funding is being banked. Another stabilization issue has recently arisen, in that invasive species (Prussian Carp) have been discovered in the Blindman River so the pumping system may need modification to prevent their entry into the lake. Alberta Environment and Parks (AEP) has suspended pumping until a solution for the Carp issue can be found. The Gull Lake Watershed Society has made a proposal to AEP for a filtration system to remove carp/eggs that, if accepted, would allow stabilization to proceed.

A new 100 year maximum flood level of 900.68 m was set in the 2000 version of the Gull Lake plan and the 2003 update. The lake in May of 2019 was 1.71 m (5.6 feet) below that 100 year flood level set in the 2000 Gull Lake Plan. Changes in lake level normally occur slowly, 10 inches in a year is a large change. We have attached a historic record of lake levels, updated to May, 2019.

**Building on Accreted Lands** Accreted land is land that was at one time covered by the waters of Gull Lake. Due to the fall in lake levels many years ago there is a considerable amount of this “accreted land” around the lake. At Meridian Beach the accreted land that we are developing has been approved for residential subdivision. Those lands were above the 100 year flood level before we started work. Then we dug the canal and used the earth to raise the level of the lots by a further 1 to 3 meters. All building sites are above 902 m or a minimum of 1.32 m above the 100 year flood level and at least 3m (10 feet) above the current lake level. Nonetheless, building where

there is both fill and the possibility of an increasing lake level requires some special precautions:

1. Footings or piles must be placed on soil that can support the building. Our expectation is that the native ground has good bearing capacity. However, in order to confirm this the homeowner, depending on the house design, may need to have piles designed by or a bearing certificate provided by a professional engineer. A bearing certificate confirms that the soil is capable of supporting the building and gives the homeowner advice about the footings under the building. Typically the excavation for the foundation is made and then the geotechnical company is asked to come out and evaluate the soil. Inshore's Geotechnical Testing firm (Parkland Geotechnical of Red Deer) has advised that they will normally be able to provide a certificate for a cost of approx \$300. That cost and risk is the responsibility of the homeowner. Your bearing certificate assures you of good foundation conditions.
2. When the building is designed there should be no permanent openings in the foundation below 901m. This will work with most walkout lot elevations.
3. If the homeowner wishes to have a basement it is recommended that the basement floor be set above the 100 year flood level. On a few lots this would mean a raised bungalow. The lowest level allowed for a basement floor is 900.5 m and both the furnace and all electrical should be set at least 0.3 m above the basement floor plus a sump pump should be installed to discharge toward the back of the house. (Sump pumps are not allowed to discharge to the sewer system).
4. The elevations of your potential lot and the prospect for a walkout or any basement limitations can be provided by Inshore.

Most of phases 3, 4, 6 and 7 at Meridian beach are on accreted lands. If you have any questions related to this be sure to ask Norval Horner of Inshore 403 803 6914 or Mark Ruault P.Eng. of HMR Engineering (project manager for design) at 587 227 7484. As with any property by water a purchaser does bear the risk of flooding but those who know the lake see this as a small prospect as the lake has required external pumping in order to maintain levels for parts of the last 50 years.

We should also mention that the lands between Meridian Beach and the natural lakeshore of Gull Lake is owned by the Crown. West of Phase 4 and South of phase 3 the development has a "License of Occupation" (LOC) that gives us control of those Crown lands. That LOC is where our beach and the canal entrance are located. The original term was 25 years and the LOC is renewable. This LOC has been turned over to the Homeowner's Society. West of Phase 3 the land is being controlled by the Crown. Our understanding is that they wish to keep those lands in a natural state as "habitat". The lands are generally below the 100 year flood level and native forest has grown up since the lake originally receded. West of phases 6 and 7 Inshore owns the natural areas to the permanent bank and shore but may return it to the province as protected habitat.

We trust this commentary is useful to the prospective purchaser to understand the intent and basis for the covenants on the land, the canal access and the various other matters. However, this narrative was not intended to provide legal advice and if you have questions or concerns in that regard, you should seek independent legal advice. For other questions call W. Norval Horner, President, Inshore Developments Ltd. 403 803 6914.

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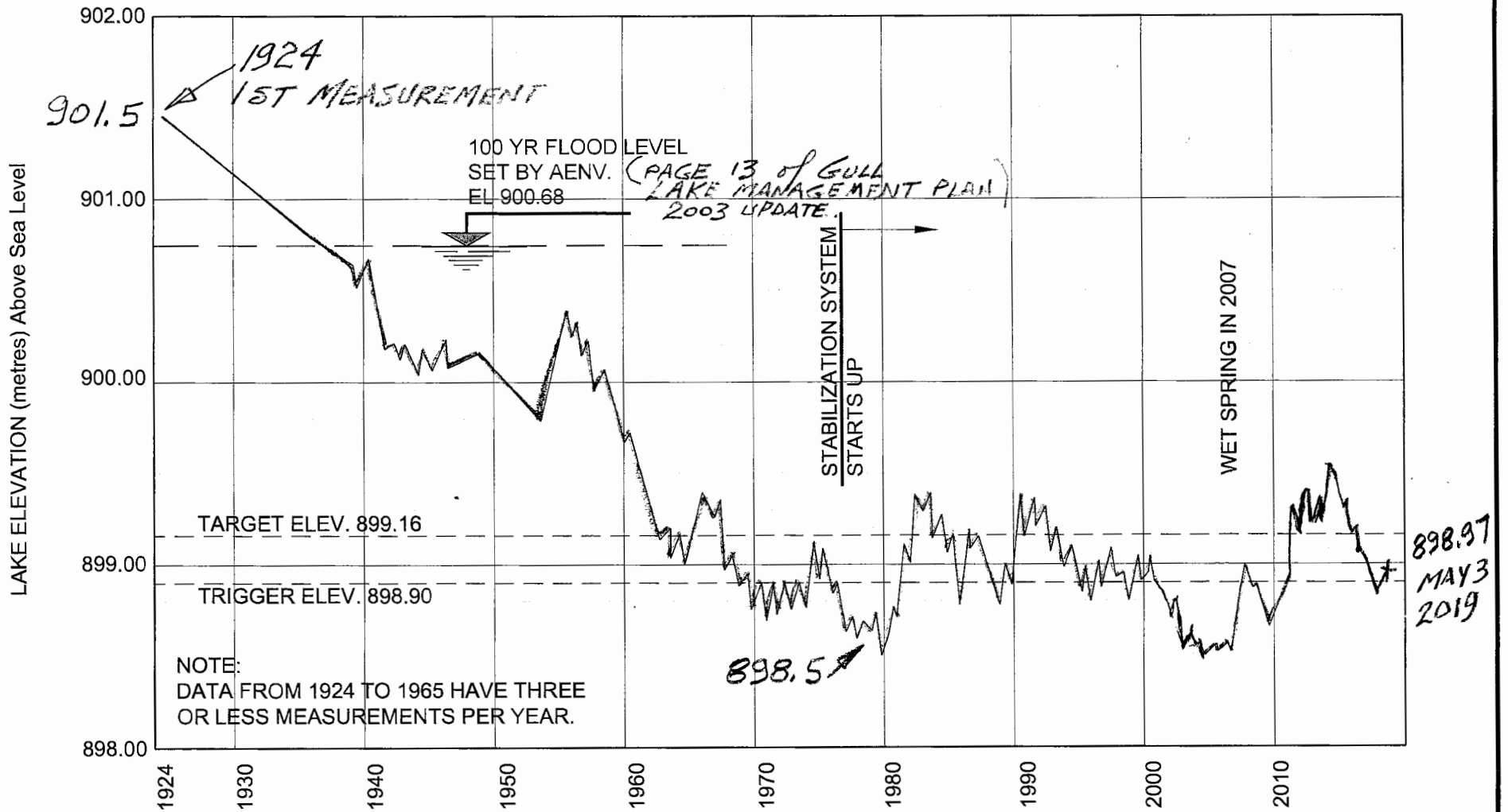
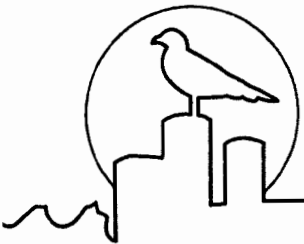


Figure 1

**Historical Monthly Mean Lake Levels For Gull Lake**

Gull Lake Watershed Society



## **Restrictive Covenant**

(Building Scheme and Regulations)

THIS AGREEMENT made effective the 01<sup>st</sup> day of December, 2012 , between Inshore Developments Ltd. (the “Grantor” or “Developer”) as the owner of all Lots listed in Schedule “A” attached hereto and Inshore Developments Ltd. (the “Grantee”) as the owner of Lot 24 Block 1 Plan 0525375 except thereout all mines and minerals (the “Dominant Tenement”).

WHEREAS the Grantor and Grantee is a body corporate having an office at 209 Scarboro Avenue SW, Calgary, Alberta T3C 2H4 and is developing a planned housing subdivision known as Meridian Beach on Gull Lake and remains the owner of the lands described in Schedule “A” attached hereto (the “Servient Tenements”) and considers it desirable for the greater enjoyment of the said lots, and useful to increase and maintain the value of the same, to impose certain restrictions and covenants on the Servient Tenements;

AND WHEREAS the restrictions and covenants to be imposed are for the benefit of all future owners of the individual lots and will protect the owner of such lots against the improper development and use of surrounding lots which may depreciate the value of an individual lot and will prevent haphazard or inharmonious improvements or repairs or use of improper designs or materials.

AND WHEREAS it is understood and agreed that the developer intends in due course to transfer the Dominant Tenement to a homeowners association or society whose members will be restricted (other than the subscribers) to the registered owners from time to time of lots in Meridian Beach;

THEREFORE, the parties agree and covenant as follows:

The Grantor covenants with the Grantee to observe and comply with the restrictions contained herein, the burden of which shall run with each of the Servient Tenements for a period of 80 years from the date of this agreement and the benefit shall run for the same period for the benefit of the Dominant Tenement. These covenants shall be binding on and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

The Grantee as owner of the Dominant Tenement will enjoy the powers granted hereunder until such time as the Grantor transfers the Dominant Tenement to a homeowners association or society, which association or society would from then on will exercise the powers of Grantee.

### **1. USE OF THE LOTS**

- a) The Lots shall be used for private residential purposes and no attached or semi-detached house, duplex or apartment, or any house designed for more than one family shall be erected on the lands, and not more than one detached dwelling-house with or without attached private garage may be erected on any one Lot, except where the Developer has designated a lot for multifamily use, if any.

- b) The Lots or any buildings erected on the property shall not at any time be used for the purpose of any profession, trade or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, except where the Developer has designated a lot for commercial or multifamily use. The Grantee may give permission for small home based businesses that do not involve significant traffic. Show homes will be allowed for limited time periods.
- c) No sign, or advertising matter of any kind, except the ordinary signs offering the Lots or buildings on them for sale or rent, shall be placed on the lands, or on the buildings, fences or trees on the lands, except where the lot is designated for commercial use and the sign is approved by the Grantee. A small sign of 3 square feet with the cottage name will be allowed.
- d) No resubdivision of any lot shall be made.

**2. PLACEMENT OF BUILDINGS AND SITE COVERAGE**

- a) The placement of buildings and site coverage allowed will be detailed in the “Architectural Guidelines and Policies” issued by the owner of the dominant tenement from time to time.
- b) No building shall be erected on the lands until approval of grades for the lot on which the building is to be erected and elevations and site coverage have been obtained from the Grantee and construction shall proceed in strict conformity with such approval.
- c) No building shall be erected which shall have a total enclosed floor area of less than or more than the following number of square feet:

	<u>Minimum Size</u>	<u>Maximum Size</u>
One storey	800 square feet	3,000 square feet
More than one storey	1200 square feet	3,500 square feet

The measurements may include the outer walls but shall exclude any garage, patio, porch, or like part of a building.

- d) Maximum site coverage is outlined in the “Architectural Guidelines and Policies”.
- e) Fences must be no more than 5 feet high at any point and no more than 3’6” feet high on the street in front of the lot. Canal access areas may not be fenced.
- f) All lots will have a front drive access with off street parking for a minimum of two (2) vehicles. Such drive shall not be over 7.5 m in width.
- g) All lots are required to have a 4 m vegetated buffer between any grassed or paved areas and the canal. Native vegetation that does not require fertilizer or chemical



insecticides or pesticides is to be used. If the lot depth is 30 m or over, then this 4 m buffer will be on the lot. If under 30 m, it will be on the canal margin.

- h) Tree clearing within the mature treed lots will be restricted to the structure, a given area around the structure and for the utilities and to open up lines of sight to the lake (up to a maximum of 50%) to prevent wholesale removal of the treed feature of Meridian Beach. Plans for approval shall show any tree clearing planned.
- i) Native vegetation on the verge of the canal is to be undisturbed except as required for a path to a dock or boathouse.

### 3. **ARCHITECTURAL REQUIREMENTS**

- a) All structures must be wood frame, log, timberframe or masonry construction and no mobile homes or modular homes will be permitted at any time except only for such buildings temporarily used by the developer or its contractors.
- b) No building shall be constructed unless it complies with architectural, site coverage, topography and other guidelines promulgated by the Grantee from time to time. Without limiting the generality of the foregoing, those guidelines will include the following common architectural theme intended to bring about a consistency of architectural treatment without unduly restricting flexibility in terms of “style”.
  - i) The most appropriate building type, i.e. bungalow, one and one half or two storey will be selected by the purchaser in keeping with the configuration and size of the lot, relationship to street and walkway grades.
  - ii) Sloping roofs, dormers, wide roof overhangs, full chimneys and extensive porches will be encouraged or required. Examples include Edwardian styles similar to homes built in the period of 1910 to 1930 and what is commonly referred to as the arts and crafts movement. The grantor will provide style guidelines in the previously referred to “Architectural Guidelines and Policies” which will be issued from time to time.
  - iii) Exterior treatment will be limited to the use of natural materials, i.e. wood, brick, stone, stucco, logs or these materials used in combination. “Hardy board” or approved equivalent siding or shingles will also be allowed.
  - iv) Garages and other ancillary buildings, such as boathouses, shall be similar in construction and materials to that of the main building. Fencing, patio walls and screens shall be of similar construction and finish to the main buildings. Plastic or fiberglass screens, roofs, fences or covers will not be allowed for porches and decks. Canvas awnings would be encouraged. Prospective purchasers should note that double garages in front of the

cottage would not be allowed unless they are de-emphasized enough to fit with a cottage theme due to increased setback, parallel orientation or architectural merit.

- v) Minimum roof slopes will be required. Normally, this will be 5 in 12 pitch but a lower slope may be permitted in certain cases, depending on overall design objectives.
- vi) Living spaces below grade will require special caution and investigation by the Owner on “accreted” land. . Among other things, it is expected that installation of a basement on these lots will need to be designed so that the basement floor is set above the 100 year flood level as determined by Albert Environment and that an engineer’s Bearing Certificate be obtained.
- vii) Boathouses and docks will be allowed along the canal provided they match the style of the buildings and are of architectural interest. However the owner may only erect a dock or boathouse where his lot has specific canal access as designated by the developer. All boathouse and dock designs are to be approved. Normally lots fronting on the canal have such access. Restriction of public use of the canal shore and interference with a walkway along the northeast side would not be allowed. The owner shall be responsible for all necessary government permits before erecting any structure on the canal bank.

#### 4. **APPROVAL AND COMPLETION**

- a) No building shall be erected on the lands unless elevation drawings and floor plans and exterior finishing specifications for it have been prepared by a qualified draftsman or architect and have been first submitted to the Grantee or its agent and approval in writing obtained, and every building shall be placed on the lands in a position approved by the Grantee or its agent.  
Drawings are to be submitted for approval at least 30 days prior to the planned start of construction. Drawing requirements will be listed in the style guidelines.
- b) No addition, or exterior modification to any building shall be erected unless the plans and specifications have been submitted to the Grantee or its agent, and its approval in writing obtained. Uncovered decks within 1 metre of grade and under 40 m<sup>2</sup> area will not require approval.
- c) Each lot owner must commence construction of a residence within 4 years of the date of purchase from the developer.
- d) Every building shall be completed in accordance with the approved plans and specifications before it is occupied, and not later than five (5) years after the date of purchase from the developer; and no building shall be deemed completed until

the ground, lawn (if any) and shrubbery surrounding the building are improved in a manner as to be in keeping with the general appearance of the surrounding lands, this restrictive covenant and the Grantee's policies and regulations regarding the same.

- e) Once any construction has commenced, the exterior must be completed with sixteen (16) months.

**5. HOLIDAY TRAILERS, RECREATIONAL VEHICLES, FIFTH WHEELS AND THE LIKE ("RV")**

- a) The intent of the Meridian Beach Development is for the construction & enjoyment of single family homes and cottages. Other developments are available for use with an RV. This development is not one of them.
- b) An RV may be used on a lot for up to four years after first sale from the developer provided that no sheds, porches or decks or any other structure may be attached to such RV nor may it be tied into the water, sewer or natural gas utilities.
- c) No RV may be left on a lot when not in use unless it is largely hidden from view and a minimum of 10 m back from the front street. If it is, the Developer or Homeowners' Society may remove it at the owner's cost.
- d) During the period referred to in b), no more than two RV's may be used on any lot. After a cottage is built no more than one RV may visit a lot at any time. An RV must not be parked in a manner that interferes with another residents view or enjoyment of their property. If it is then the Grantee may remove it.
- e) An RV may not be parked anywhere in the development other than on a private lot for more than 3 hours.
- f) The Homeowners Society may establish additional restrictions regarding RV use and storage.

**6. GENERAL REGULATIONS**

- a) No excavation shall be made on the lands except for the purpose of building or for the improvement of the gardens and grounds of it. No soil, sand or gravel shall be removed from the lands except with the permission of the Grantee or its agent.
- b) Noise is to be kept to a minimum after 11 at night and before 9 in the morning.
- c) Boat speeds in the canal must be kept below 5 km per hour to avoid wakes. Personal watercraft must observe this as well. A swimming only area will be marked off at the beach and boaters will not approach within 10 metres of any part of that swimming area or any buoy marking the same. The boat launch is to be used between 9 a.m. and 8 p.m. only.

- d) Owners will be responsible for and liable for the actions of their minor children, guests and renters and will ensure that they are respectful of neighbors.
  - e) Parking will not be allowed along the roads or in the ditches.
  - f) No eavestroughs or sump pumps are to empty into the sewer system and no water is to be introduced that did not come in through the water meter.
  - g) Operation of all terrain vehicles or golf carts will not be allowed in the development except for work purposes such as lawn mowing. Golf carts may be used by those that are handicapped.
  - h) Boats may not be tied up for more than an hour to any public boat dock or launch during any 24-hour period. Boaters are not to use private docks at any time without the owner's prior permission.
  - i) The Grantee agrees to consent to the construction of sidewalks, pavements, curbs, sewers, water mains and any other local improvements, which the developer may choose.
  - j) No birds or animals shall be kept except dogs, cats and small birds as household and family pets may be kept, and then only if restricted to the owner's lot except for times when such pets are walked on a leash except only in any designated off-leash area. Owners will immediately pick up and properly dispose of pet droppings. Barking dogs are not allowed at any time on any lot.
  - k) The Homeowners Society may publish updated Rules and regulations from time to time which will apply to all lots.
7. The Grantee may waive, alter or modify these restrictions in respect to any lot or lots without notice to the Owner or any other lot so long as the original Grantor retains ownership of any of the lands above described and now owned by the Grantor.
8. The Grantor will register a similar charge on every residential lot in Meridian Beach.
9. The Grantee may assign its authorities and responsibilities hereunder to a body corporate, or society by simply transferring ownership of Lot 24 to such body or person and thereafter the Grantee will not be responsible or liable for anything under this instrument.
10. No failure on the part of the owner from time to time of the Community Lot to promptly enforce fully the conditions, covenants and restrictions contained herein shall be or be deemed to be a waiver of the owner's right to enforce those conditions, covenants and restrictions.
11. Neither the owner of the Community Lot or the Developer or the County of Ponoka nor

the Society mentioned herein shall have any liabilities or obligations whatsoever to any owner of a lot or any other entity whatsoever with respect to any matter mentioned herein, including flooding issues, and in consideration of these premises and other good and valuable consideration the receipt of which is hereby acknowledged, each and every owner of a Lot and all other entities hereby JOINTLY AND SEVERALLY RELEASES and agrees to HOLD HARMLESS the owner of the Community Lot, the Developer and the County of Ponoka, their employees, servants, agents or independent contractors for any breach or non-performance of any of the terms or restrictive covenants herein contained or for failure of the owner of the Community Lot or the Developer, its employees, servants, agents or independent contractors to act in accordance with and pursuant to the terms and conditions of this restrictive covenant or for any permissions given hereunder or for any act of negligence with respect to the approval or disapproval of any plans for buildings to be constructed on a Lot or with respect to any waiver, modification, variance or release by the owner of the Community Lot or the Developer or the County of any of the terms or restrictive covenants herein contained. These waivers and general releases will apply to all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantor or any of their employees, servants or agents may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantee or its successors and assigns either contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to one or more of the Servient Tenements or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents or any of them, built, constructed or placed on one or more of the Servient Tenements caused by flooding, erosion or any other cause whatsoever.

IN WITNESS WHEREOF the Grantor has executed instrument as at the date first above written:

SIGNED, SEALED AND DELIVERED

by the above named Inshore Developments Inc. as Grantor  
by its duly authorized signatory:

\_\_\_\_\_  
Norval Horner, President (c/s)

IN WITNESS WHEREOF the Grantee has executed instrument as at the date first above written:

SIGNED, SEALED AND DELIVERED

by the above named Inshore Developments Inc. as Grantee  
by its duly authorized signatory:

\_\_\_\_\_  
Norval Horner, President (c/s)

**SCHEDULE "A"**

To Restrictive Covenant  
(Building Scheme and Regulations)

Meridian 5 Range 1 Township 42 Section 12

All those portions of legal subdivisions 1, 7, 8 and the north east quarter of legal subdivision 2 which are not covered by the waters of Gull Lake at the time of survey of the said lake, as shown on a plan of survey of the said township signed at Ottawa on the 8<sup>th</sup> day of June A.D. 1914 containing 36.5 hectares(90.20 acres) more or less and 15.91 hectares (39.31 acres) more or less, of accreted lands pursuant to Judge's Order No. 842255014 26-11-84

NE 1 42 1 W5

NW 5 42 28 W4

Excepting thereout:

- A) Plan 0525375 – subdivision containing 6.88 hectares (17 acres) more or less
- B) Plan 0625701 – subdivision containing 5.27 hectares (13 acres) more or less
- C) all mines and minerals

## RENT CHARGE

This rent charge is made effective the 28th day of October, 2005

We, Inshore Developments Ltd. ("Inshore"), a corporation with a registered and records office at 209 Scarboro Avenue S.W., Calgary Alberta T3C 2H4, being the owner and developer of all the lands described on the attached Schedule "A", which together with all improvements and fixtures are included in the expression "the Land", where used in this instrument, hereby agree and covenant with the registered owner of Lot 24 Block 1 Plan 0525375, except thereout all mines and minerals ("Lot 24"), as follows:

### 1. INTERPRETATIONS..

In this rent charge instrument:

- (a) "Annual Dues" means a sum of money levied by the Society from time to time and owing to the Society by the Owners. The Annual Dues payable by any Owners will amount to the Society's total annual costs, as described herein, divided by the number of Owners in Meridian Beach;
- (b) "Common Facilities" means the facilities and improvements described on Schedule "B" attached hereto, with such additions, deletions and changes as the Society may decide from time to time;
- (c) "default" includes each of the events of default listed in Section 8;
- (d) "Land" means the lands described in Schedule "A" attached hereto and, with respect to the promises and covenants of an Owner, means any part of the Land owned legally or beneficially by such Owner;
- (e) "Meridian Beach" means the lakeside cottage development which is being created on the Lands together with ancillary structures and facilities intended to use by all Owners in common;
- (f) "Owners" means, collectively, all purchasers of lots within Meridian Beach and their successors, assigns, executors and administrators and "Owner" means each and every one of them.
- (g) "rent charge" means the encumbrance and interest in the Land created herein; and
- (h) "Society" means the registered owner of Lot 24 Plan 0525375, whether or not that is the same person as Inshore or any other body corporate or society which may be the registered owner of the said Lot 24 from time to time.
- (i) "taxes" includes all taxes, rates and assessments of every kind which now or afterward payable by any person in connection with this rent charge, the Land or its use and occupation.



2. WHAT THIS INSTRUMENT DOES:

- (a) In return for Inshore agreeing to develop certain amenities and common facilities, as generally described in Schedule "B" attached hereto, and the Society agreeing to assume responsibility for maintaining and regulating the same in perpetuity and agreeing to regulate and promote the collective interests of the Owners generally; Inshore will, on its own behalf and on behalf of the Owners, encumber each residential lot in Meridian Beach with this charge for the purpose of securing to and for the benefit of the Society the rent charge hereinafter mentioned.
- (b) This means that:
  - (i) this rent charge will be a charge on the Land, and
  - (ii) each of the Owners makes their interest and claim to the Land available to the Society to secure performance all of the Owner's promises and covenants herein.
- (c) This rent charge represents and secures annual fees levied by the Society on the Owners for the purpose of maintaining and operating the Common Facilities, which may be added to at the discretion of the Society, together with the Society's administrative costs and maintaining the appearance and enjoyment of Meridian Beach and otherwise promoting the interests of Owners and the value and lifestyle they collectively enjoy.

3. INTEREST

Interest is chargeable on the Annual Dues and any other amount owing hereunder and is payable by the Owners at the rate of **twelve** per cent (12%) per year. Interest shall be payable 30 days after an invoice is rendered by the Society and shall be secured by this encumbrance. At the end of each year, unpaid interest will be added to the principal amount and bear interest. All interest due and owing will be a charge on the Land and secured by this rent charge.

4. PAYMENT OF THE ANNUAL DUES

- (a) The Owners each promise to pay the Annual Dues to the Society on the payment date and at the place specified in the standard invoice or notice used by the Society from time to time to notify the Owners of their proportionate share.

5. PROMISES OF INSHORE

- (a) Inshore promises:
  - (i) to assign or transfer to the Society, for nominal consideration, all its interest in the Common Facilities;
  - (ii) to register this encumbrance against title to all residential lots created for resale within Meridian Beach; and

- (iii) to pay the Society's costs until March 01, 2009 and act as the Society's manager in exchange for a release from the Owners' promises and covenants and annual dues hereunder for so long as and to the extent that Inshore is an Owner.

6. PROMISES OF THE OWNER

- (a) The Owner promises:
  - (i) to at all times have good and valid title in fee simple to the Land free of all encumbrances and claims other than those expressly permitted by the Society and any mortgage;
  - (ii) to comply with all terms and conditions of any charge or other encumbrance;
  - (iii) to pay promptly
    - (a) all taxes as they fall due,
    - (b) all utility and fuel charges related to the Land when they are due;
  - (iv) to pay all of the Society's administrative fees, expenses and costs, including legal fees, on a solicitor and own client basis, including fees, expenses and costs to:
    - (a) collect the Annual Dues,
    - (b) enforce the terms of this encumbrance, or
    - (c) do anything which the Owners has promised to do but has not done.
  - (v) to provide, at the Society's request, full particulars and supporting documentation pertaining to the ownership of the Land; and
  - (vi) that on default the Society shall have quiet possession of the Land.

7. COVENANTS BETWEEN THE OWNERS AND THE SOCIETY

- (a) If any Annual Dues are owing and outstanding, the Society may at any reasonable time inspect the Land and any improvements which form part of it.
- (b) If the Society takes possession of the Land, or any part of it, the Society will not be responsible for maintaining and preserving the Land and need only account to the defaulting Owner for any money which the Society actually receives in connection with this rent charge.
- (c) The Society or an agent appointed by it may spend money to perform any of an Owner's promises and covenants which the Owner has not performed and any money so spent will be added to the principal amount, bear interest and be immediately due and payable to the Society.

- (d) If an Owner wants to give any notice to the Society, the Owner must do so by having it delivered to the Society personally or by sending it by registered or certified mail to the Society's mailing address or to any other address later specified in writing by the Society to the Owners.
- (e) If the Society wants to give any notice to an Owner, including service of a Statement of Claim, any such notice may be effectually given by leaving the same with an adult person on the Lands if occupied, or by placing the same thereon, or on any part thereof if unoccupied.
- (f) Any notice sent by mail is considered to have been received 5 days after it is mailed.
- (g) The Owner is not released from the Owner's promises and covenants contained in this rent charge only because the Owner sells the Land.
- (h) The Society will not, at any time, release part of the Land without releasing all of the Land.
- (i) As further security to the Society for repayment as aforesaid, in the event of default, the Owner hereby assigns, transfers and sets over onto the Society all leases and rents and other revenues from the Lands. The Society will have no obligation to collect any such rents or other revenues at any time and nothing contained in this clause nor any action taken by the Society under this clause will make or deem the Society to be a landlord or mortgagee in possession.
- (j) The Society shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an encumbrancee under the provisions of the Land Titles Act.
- (k) the Owners shall pay the reasonable charge established from time to time by the Association for responding to inquiries from the Owners or other parties as to the status of payment or otherwise relating to this encumbrance.
- (l) When in default hereunder and for the duration of such default neither the defaulting Owner nor anyone otherwise authorized or entitled by or under that Owner shall have any right to use the Common Facilities;
- (m) Any discretion, option, decision or opinion hereunder required or made on the part of the Society shall be sufficiently made or exercised if done by or subsequently ratified by the manager, acting manager, or an officer of the Society or any officer or agent appointed by the Society for such purpose;
- (n) Notwithstanding section 2(c), the Society shall be entitled to spend the funds received pursuant to this rent charge in any additional manner whatsoever as the Society, in its sole discretion may decide is beneficial or desirable for the present or future Owners of lots contained in Meridian Beach and, upon compliance with the procedures set out

in any by-laws of the Society, the Society may from time to time raise or lower the amount and timing of payment of the rent charge secured hereunder.

8. DEFAULTS

- (a) A default occurs under this instrument if:
  - (i) the Owner breaks any of the Owner's promises and covenants;
  - (ii) the Owner does not pay any Annual Dues as and when the same are invoiced by the Society; or
  - (iii) the Owner allows that portion of the Land owned by him to deteriorate significantly so as to reduce the value of the Land;

9. CONSEQUENCES OF A DEFAULT

- (a) If a default occurs, the Society may, in any order that the Society chooses, do any one or more of the following:
  - (i) demand payment of all the Annual Dues;
  - (ii) sue the defaulting Owner(s) for the amount of money due;
  - (iii) take proceedings and any other legal steps to compel the Owner to keep the Owner's promises and covenants contained in this instrument;
  - (iv) exercise the rights set out herein without entering into possession of the Land;
  - (v) enter upon and take possession of such part of the Land owned by the defaulting Owner without the permission of anyone and make any arrangements the Society considers necessary to:
    - (a) inspect, lease, collect rents or manage such part of the Land,
    - (b) complete the construction of any building thereon, and
    - (c) repair any building thereon.
- (b) If the Society receives income from the defaulting Owner's property, the Society will use the amount received to pay:
  - (i) all of the Society's fees, expenses and costs; the Annual Dues, with interest, and
  - (ii) projected Annual Dues payable for the next three (3) calendar years;
  - (iii) and will pay any surplus to the Owner.
- (c) If the net proceeds referred to above is not sufficient to pay the amounts due, the Owner will pay to the Society on demand the amount of the deficiency.
- (d) The defaulting Owner will pay to the Society on demand, all fees, expenses and costs incurred by the Society in enforcing this encumbrance. These expenses and costs include the Society's cost of taking and keeping possession of the Land, the cost of

the time and services of the Society or the Society's employees for so doing, the Society's legal fees and disbursements on a solicitor and own client basis, and all other costs and expenses incurred by the Society to protect the Society's interests.

These fees, expenses and costs will be added to the principal amount, be payable on demand and bear interest until they are fully paid.

- (e) If the Society obtains judgment against an Owner as a result of a default, all of the remedies described herein may continue to be used by the Society to compel that Owner to perform the Owner's promises and covenants and the Society will continue to be entitled to receive interest on the amounts due until paid.
- (f) If the Society does not exercise any of the Society's rights on the happening of a default or does not ask the Owner to cure it, the Society is not prevented from later compelling that Owner to cure the default or exercising any of its rights in connection with that default or any later default of the same or any other kind.

## 10. RECEIVER

- (a) The Society or the Society's agent may, if any default happens, appoint a receiver of the Land and the receiver:
  - (i) will be the Owner's agent and the defaulting Owner will be solely responsible for the receiver's acts or omissions;
  - (ii) has power, either in the Owner's name or in the name of the Society, to demand, recover and receive income from the Owner's interest in the Land and start and carry on any action or court proceeding to collect that income, either in the Owner's name or otherwise and may give receipts for income;
  - (iii) may take possession of all or part of the defaulting Owner's Land and may lease or sublease the Land or any part of it on such terms and conditions that the receiver chooses and may evict any tenants;
  - (iv) may complete the construction of or the repair of any building or improvement on the Land;
  - (v) has the power to perform, in whole or in part, the Owner's promises and covenants; and
  - (vi) has the power to do anything that, in the receiver's opinion, will maintain and preserve the Land or will increase or preserve the value or income potential of the Land or the Owner's interest in the Land.
- (b) From income received, the receiver may do any of the following in any order the receiver chooses:
  - (i) retain enough money to pay or to recover the cost to collect the income and to cover other disbursements and retain a commission of 5% of the gross income;

- (ii) pay all taxes and the cost of maintaining the Land in good repair, completing the construction of any building or improvement on the Land, supplying goods, utilities and services to the Land and taking steps to preserve the Land from damage by weather, vandalism or any other cause;
  - (iii) pay any money that might, if not paid, result in a default under any charge or encumbrance having priority over this rent charge or that might result in the sale of the Land if not paid;
  - (iv) pay all or part of the Annual Dues and any interest due and payable;
  - (v) pay any other money owed by the defaulting Owner under this rent charge or reasonably required to discharge any of the defaulting Owner's promises or covenants hereunder.
- (c) The receiver may borrow money for the purpose of doing anything the receiver is authorized to do. Any money borrowed by the receiver, and any interest charged on that money and all the costs of borrowing, will be added to and be part of the defaulting Owner's Annual Dues.
  - (d) A receiver appointed by the Society may be removed by the Society and the Society may appoint another in the receiver's place.
  - (e) The commission and disbursements of the receiver will be a charge on the Land and will bear interest.
  - (f) Nothing done by the receiver under this Section will make the Society a mortgagee or receiver in possession.

## 11. GENERAL

- (a) This instrument and encumbrance binds the Owners and their successors, executors, administrators and assigns.
- (b) If any part of this instrument is not enforceable, all other parts will remain in effect and be enforceable against the Owners.
- (c) Notwithstanding the registration of this encumbrance, the bylaws of the Society will remain binding and effective on the parties hereto and will not merge in this instrument. In the event of any inconsistency between the bylaws of the Society and this instrument, this instrument will prevail.
- (d) The Section headings in this instrument are provided for ease of reference and do not form part of this instrument.
- (e) This rentcharge will be effective and remain valid whether or not any portion of the Annual Dues may be nil from time to time or be overpaid. If the whole or any part of the is paid from time to time, this rent charge remains valid security for any subsequent Annual Dues levied by the Society.

- (f) This encumbrance and the rentcharge secured hereby is subordinate to and is hereby postponed to each and every arms' length mortgage given for value, if any, and to each and every advance made thereunder, whenever and however granted, PROVIDED HOWEVER that the Mortgagee will do all things necessary to ensure that neither it nor any subsequent holder of such mortgage forecloses this encumbrance or otherwise takes action which would result in this rent charge encumbrance being discharged by court order or operation of law as a result of the Mortgagee's foreclosure or other realization of its mortgage security.
  - (g) Whenever requested so to do the Society shall, at the expense of the Owner, execute and deliver to such Mortgagee, and no other, a postponement of this encumbrance in the form prescribed by the Land Titles Act provided that the Mortgagee agrees for itself and its successors that this encumbrance will remain registered against title to the Land notwithstanding any action taken or completed to enforce such mortgage, including without limitation any transfer of title by order of judicial sale or order for foreclosure. The cost of preparation and registration of such postponement instrument shall lie with the Owner.
  - (h) It is acknowledged by Inshore and each Owner that valuable and tangible consideration for the granting of this encumbrance and for the covenant to pay the rent charge hereby secured is evident in promise to develop or maintain Common Facilities and whether or not the said Common Facilities are substituted or changed by Inshore or the Society.
  - (i) The words in the covenants, provisos and conditions herein referring to an Owner which import the singular number shall be read and construed as applied to each and every Owner, male or female, and to his or her executors, administrators and assigns, and in the case of a corporation to such corporation and its successors and assigns, and in case of more than one Owner, said covenants, provisos and conditions shall be construed and held to be several as well as joint.
  - (j) These presents shall enure to the benefit of the Society's successors and assigns and shall run with the land and shall be binding upon the Owners and every Owner's executors, administrators, assigns and successors in title.
12. And for the better securing to the Society payment of Annual Dues in the manner set out above together with interest and other amounts hereby secured, we, Inshore Developments Ltd., desiring to render the land available for the purpose of securing to and for the benefit of the Society, as defined herein, the above mentioned rent charge, do hereby encumber all our estate and interest in the Land described above for the benefit of the Society with the above rent charge.

IN WITNESS WHEREOF, the Owner has hereunto signed this rent charge instrument this 28th day of October, A.D., 2005.

SIGNED, SEALED AND DELIVERED  
by the above named Inshore Developments Inc.  
by its duly authorized signatory as the owner  
of the Lands and as encumbrancer and  
encumbrancee:

(seal)

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Norval Horner, President



**14. SCHEDULE "B"**  
(to Rent charge)

**COMMON FACILITIES**

1. The lands comprising a portion of the Common Facilities shall consist of those parcels of land described as Lot 106, Plan 0525375 (the Canal Lot") and Lot 24, Plan 0525375 (the "Community Lot") and Lot 25 (the "Tennis Lot")
  
2. The associated amenities shall consist of the following:
  - (a) Architectural feature and canal circulation and aeration equipment located upon the canal lot;
  - (b) A multiple boat dock in the canal lot, adjacent to the boat launch;
  - (c) One tennis court and associated fencing on the tennis lot;
  - (d) One lot beside the tennis lot designated for a future community hall;
  - (e) Pedestrian bridge(s) across the canals;
  - (f) Landscaping and signage at the entry area to the Meridian Beach development, and a park area on the west side of one pedestrian bridge;
  - (g) Trellis with flowers, trees; and
  - (h) License of Occupation for the canal bed, entrance, beach improvements and paths.

## **Restrictive Covenant** (Utilities)

THIS AGREEMENT made effective the 28<sup>th</sup> day of October, 2005, between the developer, Inshore Developments Ltd., of 209 Scarboro Avenue SW, Calgary, Alberta T3C 2H4 (the "Grantor") as the owner of the lands described in Schedule "A" attached hereto and Inshore Developments Ltd. (the "Grantee") as the owner of Lot 24 Block 1 Plan 0525375 excepting thereout all mines and minerals (the "Dominant Tenement").

WHEREAS the municipal and provincial approvals for this subdivision are based on all the lots being serviced with private central water supply and wastewater handling utility systems, (the "Utilities").

AND WHEREAS the County of Ponoka does not wish to provide these Utilities and related services and the developer will therefore be responsible to arrange construction of the required facilities and to operate them, or arrange for same, through a private utility company(ies) (the "Utility Company") and supply water and wastewater handling services to the lots in the Meridian Beach development.

The Grantor covenants with the Grantee to observe and comply with the following restrictions, the burden of which shall run with each of the parcels within Schedule "A" (the "Servient Tenements") for a period of 80 years from the date of this agreement and the benefit shall run for the same period with the Dominant Tenement. These covenants shall be binding on and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

NOW THEREFORE the Grantor does for itself, its transferees and assigns and its successors in title to the Servient Tenements and each of them hereby agrees as follows:

1. When any dwelling is erected on any lot it shall be connected to the Utilities before it is occupied.
2. The owner of any lot may not drill a water well or use their own water well or haul water onto their lot (except only bottled water) or dispose of wastewater in any manner except through the Utilities. Except for the developer or the Utility Company, no sewage holding tank or any type of sewage pump out tank may be installed or placed on any lot.
3. The developer or the Utility Company will not object to the owner of a lot erecting a temporary outhouse for use prior to and during construction of any dwelling but it shall not be erected any closer than 30 meters to the canal water surface or 5 meters from any property line and must not be used for more than 24 months after the start of construction.
4. The volume for both water and sewer service will be determined by a meter to be supplied by the developer and installed and maintained by each lot owner.

- 5. When any dwelling is erected on a lot, the following requirements will apply and continue to apply thereafter:
  - a. Modern standard water conserving toilets shall be used;
  - b. Water softeners are not permitted if they increase the sodium level of the incoming water;
  - c. Garburetors are not allowed;
  - d. Only compounds approved by the Utility Company will be used as anti-freeze in fixtures and lines; and
  - e. A water meter supplied by the developer or the Utility Company is to be installed without delay.
  
- 6. No deleterious material such as paint, solvent, oil or other contaminant or pollutant nor any hazardous, toxic or other substance subject to environmental regulation may be disposed of into the sewer system.

IN WITNESS WHEREOF the Grantor has executed instrument as at the date first above written:

SIGNED, SEALED AND DELIVERED  
by the above named Inshore Developments Inc. as Grantor  
by its duly authorized signatory:

(seal)

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Norval Horner, President

IN WITNESS WHEREOF the Grantee has executed instrument as at the date first above written:

SIGNED, SEALED AND DELIVERED  
by the above named Inshore Developments Inc. as Grantee  
by its duly authorized signatory:

(seal)

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Norval Horner, President

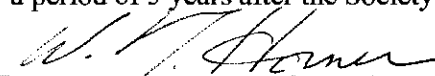
**Meridian Beach Homeowners Association**  
**RULES and REGULATIONS**

**Rev 3 February 2014**

1. No excavation shall be made on a registered lot except for building or improvement of the grounds. No soil, sand or gravel shall be removed except with permission of the Developer.
2. Noise is to be kept to a minimum after 11 at night and before 9 in the morning. Any group activity should move inside after 11 Pm
3. Boat and watercraft speeds in the canal must be kept below 5 km per hour to avoid wakes.
4. Swimming only areas are marked off at the beaches and boaters shall not approach within 10 metres of the beaches or marking buoys. Boats are not to use the swim rafts or approach them. No boats docks or boat lifts are to be used within 10m of the beach areas.
5. No lifeguard will be on duty, all persons are responsible for their family and guests both at the beach, on any dock and anywhere along the canal. Parents must supervise your children anywhere along the canal as the banks are steep and can be hazardous to children. Absolutely no jumping off or diving from bridges.
6. Canal ice may be hazardous anywhere in winter due to flowing springs and aeration, signs may be posted in some areas but exercise caution everywhere.
7. The boat launch is to be used between 9 a.m. and 8 p.m. only. If visitors are using the boat launch they are to be accompanied by the owner as the boat is launched. Friends are not to be invited to use the boat launch unless the owner is with them and they are staying with the owner. Only one boat is to be launched at a time.
8. Boat Trailers are to be kept on your own lot and not in the public parking lot. Visitors may keep trailers in the parking lot during the day only.
9. Owners will be responsible for and liable for the actions of their minor children, guests and renters and will ensure that they are respectful of neighbors.
10. Parking will not normally be allowed along the roads or in the ditches.
11. Snowmobiles are allowed at Meridian Beach provided they are operated in a courteous and quiet manner when within the confines of the development.
12. Quads, dirt bikes or other off road motorized vehicles will not be allowed in Meridian Beach, either on the roads or public areas except for maintenance crews. Golf carts may be used only by residents with a handicap that precludes their walking or riding a bicycle.
13. Boats may not be tied up for more than an hour to any public boat dock or launch during any 24-hour period. Boaters are not to use private docks at any time without the owner's prior permission. Docks may not be rented to outsiders unless they are also renting a lot.
14. No birds or animals shall be kept except dogs, cats and small birds as household and family pets, and then only if restricted to the owner's lot except for times when such pets are walked on a leash except only in any designated off-leash area. Owners will immediately pick up and properly dispose of pet droppings. Barking dogs are not allowed at any time. Dogs are not to be brought to the beach when others are there between May 20<sup>th</sup> and Sept 8<sup>th</sup>. If any dog is running loose a dogcatcher may be called in at that owner's expense.
15. The intent of the Meridian Beach Development is for single family homes and cottages. Other developments are available for use with an RV or holiday trailer. This development is not one.
16. An RV may be used on a lot when the owner is actually present for up to four years after first sale from the developer provided that no sheds, porches or decks or any other structure may be attached to such RV nor may it be tied into the water, sewer or natural gas utilities. The RV may not be left on the lot for periods of over a week when it is not in use.
17. RVs are not to be stored on lots at Meridian Beach and a garage to store an RV is not allowed. No RV may be left on a lot when not in use. If it is, the Developer or Homeowners' Society may remove it at the owner's cost. Inexpensive storage for RVs is available nearby.
18. Only an owner and /or his immediate family may use an RV or holiday trailer on a lot, no lot

- purchaser may loan, rent or allow another to use an RV on his lot.
19. The project and its utility systems are not designed to be visited by RVs. (**RV parks such as Raymond Shores do not allow any visitation by outside RVs.**) However very limited visiting of completed cottages by an RV may be allowed if the lot will accommodate it while the following rules are observed.
    - i) No more than one RV may visit a lot.
    - ii) In general a small or medium size RV or trailer may visit a lot for no more than 3 nights running up to 3 times per year maximum. Large size RVs (over 28 feet long) should be parked at one of the campgrounds around the lake.
    - iii) The RV must not be within 1 meter of any side yard or 10 meters of any street other than Canal Street where they are to be minimum 14 m from the street.
    - iv) An RV must not be parked in a manner that interferes with another residents view or enjoyment of their property. If there is any disturbance or any neighbor objects then the RV shall be removed within 12 hours.
    - v) If it is not removed then the Society may enter the property and remove it at the owner's expense.
    - vi) These same rules for visiting RVs apply to any lot where the Owner is using an RV on his lot and never more than 1 RV may visit that lot as above..
  19. An RV may not be parked in the development other than on a private lot for more than 1 hour. No RV is to stay overnight on any public space including the main parking lot.
  20. Short term rentals of completed cottages. Short term rentals may involve a party mentality and have a higher propensity to disturb neighbors. Renters may also not be as respectful as owners. This concern increases with the number of people and pets.
    - i) No owner may rent a completed cottage for less than 1 week or to more than 6 different tenancies in one year.
    - ii) Maximum of 1 dog and three vehicles at any rented cottage
    - iii) Maximum of 6 people over 16 in any rental party, total maximum of 12.
    - iv) Absolutely no RVs to visit the property during any rental period.
    - v) The owner to provide contact information to neighbors and undertake to immediately deal with any disturbance or inconvenience
  21. All Members and Owners in Meridian Beach share the responsibility to enforce these rules and regulations. Where an infraction is observed each member is to politely point out the infraction and request that the rules be adhered to. Only if the infraction continues after this should a foreman/board member or constable be brought in to deal with the situation.
  22. The Board may impose a fine not to exceed \$500 and or \$100 per day that the offence continues, second offences within 30 days shall result in a fine of not less than \$250. Offending pets may be banned from Meridian beach
  23. These Rules may be amended by the developer for the time being and eventually by the Society. The intent is to respect neighbors and the intent of Meridian Beach. We will consider additions or deletions where problems or concerns arise. After the Society elects a board and they take over responsibility they may revise these rules. Revisions to these Rules will require the Developers approval for a period of 5 years after the Society has been incorporated.

Approved for the Board

  
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 W. N. HORNER.