

**REAL ESTATE DEVELOPMENT MARKETING ACT
DISCLOSURE STATEMENT FOR
PANORAMA VACATION RETREAT AT HORSETHIEF LODGE**

DISCLOSURE STATEMENT DATED: FEBRUARY 20, 2020

Developer:	Panorama Vacation Association at Horsethief Lodge (also referred to as the "Association")
Address for Service in British Columbia:	Building 2 Panorama Resort Box 7000 Panorama, BC V0A 1T0
Business Address for the Association:	Building 2 Panorama Resort Box 7000 Panorama, BC V0A 1T0
Association's Real Estate Agent:	None. The Association's solicitor will hold deposits pursuant applicable legislation.

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Association to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the Association or the Association's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the Association at the address shown in the disclosure statement received by the purchaser,**
- (b) the Association at the address shown in the purchaser's purchase agreement,**
- (c) the Association's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the Association's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The Association must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must hold the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Association or the Association's trustee must promptly return the deposit to the purchaser.

DISCLOSURE STATEMENT

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

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1. THE ASSOCIATION

1.1 Incorporation

The Association was incorporated in British Columbia on August 8, 1984 under number S0019426.

1.2 Assets

The Association was not incorporated specifically for the purpose of owning and developing the Vacation Interval Development. The Association does not have material assets other than the Strata Lots and any chattels ancillary to the ownership and operation of the Development Property.

1.3 Registered and Records Office

The registered and records office of the Association is:

Building 2 Panorama Resort
Box 7000
Panorama, BC V0A 1T0

1.4 Directors

The directors and officers of the Association are:

- (a) Alda Budge – director;
- (b) Mike Burch – director;
- (c) Len Lavender - director;
- (d) Tom Maters – director;
- (e) Rick Williams – director;
- (f) James Peter Wyatt – director.

1.5 Background

The Association has administered the Vacation Interval Development located at the Development since it was incorporated in 1984.

The directors of the Association do not have experience in the development industry. They are subscribers in the Vacation Interval Development who have been elected as directors of the Association by its membership, and who serve at the pleasure of the membership.

To the best of the Association's knowledge, none of the Association, nor any person holding directly or indirectly more than 10% of any class of voting securities of the Association ("**Principal Holder**") (of which there are none as the Association is incorporated as a society under the *Societies Act*), nor any director or officer of the Association or a Principal Holder has, in the ten years prior to the date of this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

To the best of the Association's knowledge, none of the Association, nor any Principal Holder of the Association, nor any director or officer of the Association or a Principal Holder has, in the five years prior to the date of this Disclosure Statement, been declared bankrupt or made a voluntary assignment in bankruptcy; made a proposal under any legislation relating to bankruptcy or insolvency; has been subject to or instituted any proceedings, arrangement or compromise with creditors; or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

To the best of the Association's knowledge, no director, officer nor Principal Holder of the Association, nor any director or officer of a Principal Holder has, in the five years prior to the date of this Disclosure Statement, has been a director, officer or held more than 10% of any class of voting securities of another Association that, while that person was acting in that capacity:

- (a) was subject to any penalties or sanctions imposed by a court of regulatory authority relating to the sale, lease promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflict of Interest

Each director of the Association is a member of the Association and a member of the Vacation Interval Development.

Other than as set out in the previous paragraph, the Association is not aware of any existing or potential conflict of interest among the Association, manager, any directors, officers and Principal Holders of the Association and manager, any directors and officers of any Principal Holders, and any person providing goods or services to the Association, manager or holders of Interval Periods (defined below) in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision.

2. THE DEVELOPMENT

2.1 General Description

Panorama Resort is a ski and golf resort west of Invermere, British Columbia. The Vacation Interval Development operated by the Association comprises 53 Strata Lots or such smaller number as may remain at any time following disposal of surplus Strata Lots as described in the following paragraph and section 2.7 (the "**Vacation Interval Strata Lots**" or the "**Vacation Interval Development**") located within a 260-unit multi-building residential condominium project (the "**Strata Development**") created by Strata Plan N83 (the "**Strata Plan**"). The Association is the legal and beneficial owner of the Vacation Interval Strata Lots. A copy of the Strata Plan is attached as Exhibit A. The Vacation Interval Strata Lots included within the Vacation Interval Development are listed in Exhibit F.

The Association may dispose of surplus Strata Lots from time to time as described in section 2.7, in which case the number of Strata Lots comprising the Vacation Interval Development will be reduced. Disposal of surplus Strata Lots will not be carried out pursuant to this Disclosure

Statement, nor will the Association file an amendment to this Disclosure Statement following disposal of surplus Strata Lots, unless the Association determines that the reduction in number of Vacation Interval Strata Lots is a material change to the Vacation Interval Development.

Under this disclosure statement, the Association may make available subscriptions in the Vacation Interval Development in the event that existing subscribers release their intervals to the Association. At the time of filing, there are intervals of varying lengths available in up to 48 units. The Association will grant each subscriber an exclusive license to use a particular Vacation Interval Strata Lot (the “**Assigned Vacation Interval Strata Lot**”) for a particular period (the “**Assigned Interval Period**”). The right to use each Vacation Interval Strata Lot is divided into time share intervals, each representing one or more weeks of the calendar year, with one week set aside for maintenance. Attached as Exhibit B is a list of the interval periods until 2025. The subscribers collectively are entitled to any revenue from unsubscribed intervals in the Vacation Interval Development.

2.2 Time Share Plan Agreements

The agreement that establishes the vacation interval plan is the Subscription and Vacation Interval Agreement (“**Subscription Agreement**”). The key terms of the Subscription Agreement are:

- (a) the Association grants each subscriber the right to access, occupy, use and rent out the Assigned Vacation Interval Strata Lot for their Assigned Interval Period;
- (b) the Association grants the subscribers collectively the right to Vacation Interval Strata Lots for the purposes of operating a vacation interval plan, subject to the rights of individual subscribers described in sub-paragraph (a);
- (c) the subscribers operate the vacation interval plan jointly (through the manager), with any income used to offset their operating costs;
- (d) the subscribers appoint the Association as their agent to engage a manager and work with such other third parties as are necessary to carry out the vacation interval plan;
- (e) each subscriber is responsible for their proportionate share of the net operating costs.

Subject to availability, a subscriber may subscribe for an interval period of the Subscriber’s choosing, and for one or more Vacation Interval Strata Lots. The current form of the Subscription Agreement is attached as Exhibit C.

2.3 Accommodations

The Association is the registered and beneficial owner of the Vacation Interval Strata Lots, together with a shared interest in the common property shown on the Strata Plan, together with the owners of other strata lots in the Strata Development. The common property of the Strata Development includes driveways, above ground and underground parking facilities, outdoor recreation areas and walking trails, as well as service and utility areas.

2.4 Title Protection

The Vacation Interval Strata Lots were vested in the Association as registered and beneficial owner, by way of an order of BC Supreme Court on October 10, 2019, as part of a Plan of Arrangement (the “**Plan of Arrangement**”) approved by the Court under the *Societies Act*.

2.5 Inventory Protection

The Association is a Society whose members are the subscribers for membership in the Vacation Interval Development, and whose directors are elected by and accountable to the subscribers. As such, there is no divergence of interest between the Association and the subscribers, and the Association has no incentive to sell more vacation interval interests than the Vacation Interval Development can accommodate. Likewise, any decision by the Association to dispose of surplus Strata Lots as described in section 2.1 will be taken by the directors in their capacity as fiduciaries acting in the best interest of the Association, and subject to review by the subscribers as members of the Association.

2.6 Permitted Use

The permitted use of the Vacation Interval Strata Lots and the Strata Development as a whole is governed by the zoning bylaw of the Regional District of East Kootenay, which permits the use of the Vacation Interval Strata Lots as residential recreation property. Excess capacity in the Vacation Interval Development may be rented by the manager on behalf of the subscribers, with income applied against operating expenses of the Vacation Interval Development.

2.7 Additions to and Deletions from the Plan

Depending on the operating costs of the vacation interval plan and the number of subscribers, the Association may sell surplus Vacation Interval Strata Lots. These Vacation Interval Strata Lots will be removed from the Vacation Interval Development. The Subscription Agreement contemplates that the Association may sell Vacation Interval Strata Lots and, if necessary, assignment of new Interval Periods to the affected subscribers. In making such assignment, the Association will take reasonable efforts to provide the affected subscribers with Assigned Vacation Interval Strata Lots of the same type of Vacation Interval Strata Lot and with comparable Interval Periods, unless requested otherwise by the affected subscribers.

There is no defined process under the Subscription Agreement for adding land to the vacation interval plan.

2.8 Compliance with Other Jurisdictions

The land subject to the vacation interval plan is not located outside British Columbia.

2.9 Modification or Termination of the Time Share Plan

The terms of the vacation interval plan may not be modified during the term of the Subscription Agreement, which ends on December 31, 2024. The Association may modify the terms of the vacation interval plan upon renewal of the vacation interval plan at the end of the term of the Subscription Agreement. The Association must give the subscribers at least eight months' notice of the modified terms.

The vacation interval plan can be terminated as follows:

- (a) between a subscriber and the Association:

- (i) by the subscriber giving the Association at least six months' written notice before the end of the term of the Subscription Agreement;
 - (ii) by the Association giving the subscriber at least six month's written notice before the end of the term of the Subscription Agreement if the subscriber is in default under the Subscription Agreement or the Association's bylaws;
 - (iii) by the Association if the subscriber is in defaults under any obligations under the Subscription Agreement.
- (b) by the members of the Association passing a resolution to dissolve or liquidate the Association in accordance with the *Societies Act* (British Columbia).

3. SHARING ARRANGEMENTS

3.1 Interest Acquired

A subscriber obtains an interest in the vacation interval plan, which includes, together with the other subscribers, a licence to access, occupy, use and rent out the Vacation Interval Strata Lots for the purpose of operating a vacation interval plan. A subscriber also obtains the exclusive license to access, occupy, use and rent out the particular Vacation Interval Strata Lot assigned to the subscriber for the Interval Period described in the subscriber's Subscription Agreement.

A subscriber also obtains membership in the Association pursuant to the *Societies Act* and the bylaws of the Association.

3.2 Reservation System

Unless a subscriber requests a reservation for a different Vacation Interval Strata Lot or a different Interval Period at least 90 days before the operating year, the Manager will reserve a subscriber's Assigned Vacation Interval Strata Lot for that subscriber's use during their Assigned Interval Period in the upcoming operating year. A subscriber may participate in an external vacation interval exchange program and use the Assigned Vacation Interval Strata Lot for that purpose, provided they advise the Manager of their participation in the vacation interval exchange program at least 30 days in advance of their use of the Assigned Vacation Interval Strata Lot for a particular operating year. A subscriber may also choose to have the Manager rent out their Assigned Vacation Interval Strata Lot for their Assigned Interval Period, by agreement between the subscriber and the Manager.

There is no reservation agreement.

3.3 Purchase Procedure

Following payment of the subscription fee pursuant to a purchaser's Subscription Agreement to the Association's solicitor in trust, and concurrently with release of the subscription fee on expiry of the relevant rescission period as set out in the front matter of this Disclosure Statement, the subscriber will be immediately entered in the records of the Association as a member, with an entitlement to the Assigned Vacation Interval Strata Lot for their Assigned Interval Period.

3.4 Financing Assistance Program

The Association is not offering to finance the purchase of Interval Periods.

3.5 Resale, Sub-licensing, Assignments

If a subscriber is not in default under the Subscription Agreement, the subscriber may assign their vacation interval interest, on receipt of the written consent of the Association, which shall not be unreasonably withheld. The assignment must be documented using the form of agreement specified by the Association from time to time.

3.6 Default

If a subscriber fails to pay subscription fees levied pursuant to the Subscription Agreement, the subscriber's right to use the relevant Vacation Interval Strata Lot may be suspended. The subscriber may cure the default by paying the arrears, but failing such cure, the directors have the ability to terminate the subscriber's Subscription Agreement, permanently ending the subscriber's right to use the Vacation Interval Strata Lots.

3.7 Restrictions on Use

A subscriber may use their Assigned Vacation Interval Strata Lot for residential purposes only, and subject to the bylaws of the Strata Corporation. The number of permitted occupants must adhere to the rules set by the Manager from time to time. A subscriber may only list their Assigned Vacation Interval Strata Lot for rent through the Manager.

3.8 Time Share Manager

LaTour Group Management Canada, Inc. (the "**Manager**") is the vacation interval plan manager.

The key terms of the vacation interval plan management agreement are:

- (a) The Manager manages the Vacation Interval Strata Lots on behalf of the Association, and rents units to the travelling public on behalf of the subscribers as a group.
- (b) The agreement began in December 1, 2011 for an initial term of five years, and will be renewed automatically for subsequent five-year terms indefinitely, unless the Manager or the Association elects not to renew the agreement. The agreement may be terminated by either the Association or the Manager on 90 days notice at any time.
- (c) The Manager collects all maintenance fees and rental income from subscribers and renters, and deposits all such monies in a segregated account in the name of the Association. The Manager makes all disbursements related to management of the Vacation Interval Development from the Association bank account.
- (d) The Manager keeps financial records and subscriber rolls of the Association, communicates with subscribers, employs staff, attends to repair and maintenance of the Vacation Interval Strata Lots and provision of housekeeping services, attends to filings with government agencies, attends meetings of the directors and members of the Association and prepares minutes thereof, and prepares an annual budget for approval by the Association's directors.

- (e) The Manager is paid a base management fee of 10 percent of operating expenses (excluding the fee but including payroll costs), plus additional increments for special projects, collections, and refurbishments.

The Manager is not related to the Association.

3.9 Time Share Association

The Association is a vacation interval association. It is incorporated as a society under the *Societies Act* (British Columbia). By entering into a Subscription Agreement, a subscriber becomes a member of the Association.

Pursuant to the Subscription Agreement, the Association is the exclusive agent of the subscribers to retain the Manager and negotiate the terms of the Management Agreement.

Important provisions of the constitution and bylaws of the Association are:

- The purposes of the Association include the following: to assist and facilitate its members in operating the Vacation Interval Development; to acquire and deal with assets required to assist and facilitate the Vacation Interval Development; to act as agent for the subscribers for purposes of appointing the Manager; represent the interests of the subscribers in the management of the Strata Corporation; and to acquire and hold shares in any corporation connected with the administration of the Vacation Interval Development.
- The activities of the Association must be carried on without purpose of gain or benefit for the members and directors, and any income of the Association must be used in promoting the purposes of the Association.
- The members of the Association include: Charter Members, being persons who were members of the Association prior to implementation of the Plan of Arrangement who enter into Subscription Agreements prior to January 1, 2020, and their successors; and Regular Members, being persons who are not Charter Members and enter into Subscription Agreements.
- Each member in good standing is entitled to one vote at general meetings of the Association, regardless of the number of Vacation Interval Interests that person subscribes for.
- The directors of the Association are elected by the members at each annual general meeting.
- The directors exercise all powers and perform all duties of the Association, including acquisition and disposition of property, borrowing, and engaging the Manager on behalf of the subscribers.

Attached as Exhibit D is a copy of the constitution and bylaws of the Association.

3.10 Operating and Reserve Costs

The operating budget of the Vacation Interval Development is determined annually by the Manager pursuant to the Subscription Agreement, to pay all operating costs (including strata fees levied by the Strata Corporation in respect of the Vacation Interval Strata Lots). The Subscription Agreement also contemplates that the Manager may from time to time levy a

supplementary assessment for extraordinary expenses not included in the current operating budget. Each subscriber's proportionate share of operating costs and extraordinary expenses is set out in that subscriber's Subscription Agreement. The Manager is responsible to establish a reserve fund for replacements within the Vacation Interval Development, and contributions to that fund are to be included in the annual operating budget. The most recent operating budget of the Vacation Interval Development is attached as Exhibit E.

3.11 Association's Contribution to Maintenance and Operations

As a vacation interval association functioning only for the benefit of its members, the Association has no ability to contribute to operating costs over and above the contributions of its members pursuant to the Subscription Agreement. The Charter Members as of January 1, 2020 must pay the full operating costs; and thereafter, the continuing Charter Members and any Regular Members who subsequently subscribe must pay the full operating costs, net of any revenue generated by rental of surplus intervals to members of the public, which the Manager will apply against charges levied against the members.

3.12 Maintenance

Repair and maintenance of the land and buildings in the Strata Development other than the interior of the Vacation Interval Strata Lots is the responsibility of the Strata Corporation. Repair and maintenance of the interior of the Vacation Interval Strata Lots is the responsibility of the Association, and carried out by the Manager pursuant to the Management Agreement; the expense is included in the operating budget and paid by the subscribers as described in section 3.10.

3.13 Taxes and Utilities

Taxes, utilities, and village amenity assessments associated with the Vacation Interval Strata Lots are the responsibility of the Association, and paid by the Manager pursuant to the Management Agreement, either directly to outside entities or through the strata corporation; the expense is included in the operating budget and paid by the subscribers as described in section 3.10.

3.14 Insurance

Property insurance on the Vacation Interval Strata Lots is maintained by the Strata Corporation and the expense included in strata fees payable by the Association in respect of the Vacation Interval Strata Lots. Liability insurance associated with the Vacation Interval Development is maintained by the Association, and the expense paid by the Manager and included in the operating budget described in section 3.10.

3.15 Furniture and Equipment

The furniture and equipment included in the vacation interval plan are:

- (a) living room, dining room, and bedroom furnishings in each Vacation Interval Strata Lot;
- (b) range, refrigerator, microwave oven, small kitchen appliances in each Vacation Interval Strata Lot;
- (c) flat screen television and DVD player in each Vacation Interval Strata Lot;

- (d) such other furniture, fixtures and equipment as the directors of the Association authorize from time to time.

3.16 Guest Services

n/a

3.17 On Site Sales Program

n/a

4. EXCHANGE PROGRAM

4.1 General Description

A subscriber may participate in an external vacation interval exchange program that has been approved by the Manager and use that Subscriber's assigned Vacation Interval Strata Lot for that purpose. Participation in an exchange program is optional. The current exchange programs that are approved are:

- (a) Resort Condominiums International (RCI);
- (b) Resort Travel Exchange (RTX);
- (c) Dial-An-Exchange (DAE).

The Association and the Manager do not have any agreements with the exchange programs identified above, other than to guarantee the availability of intervals deposited with them by the Association's subscribers and ancillary matters. The terms of any exchange program will be pursuant to an agreement between the subscriber and the exchange program, if the subscriber wishes to participate.

The Association is not related to any exchange program operator.

5. TITLE AND LEGAL MATTERS

5.1 Legal Description

The Vacation Interval Development is currently comprised of the Vacation Interval Strata Lots described in Exhibit F, subject to adjustment as described in Section 2.7.

5.2 Ownership

The Association is the registered and beneficial owner of the Vacation Interval Strata Lots.

5.3 Existing Encumbrances and Legal Notations

As of the date of this disclosure statement, the legal notations and charges registered against each of the Vacation Interval Strata Lots are described in Exhibit G.

5.4 Proposed Encumbrances

The Association does not propose to register any additional encumbrances against title to the land that is subject to the vacation interval plan.

5.5 Outstanding or Contingent Litigation or Liabilities

There is no uninsured outstanding or contingent litigation or liability in relation to the Vacation Interval Development or against the Association which may affect the Association or the subscribers.

5.6 Environmental Matters

The Association is not aware of any dangers related to flooding, soil and subsoil conditions or other environmental matters affecting the Vacation Interval Development.

6. CONSTRUCTION, AVAILABILITY AND WARRANTIES

6.1 Construction Dates and Date of Availability

The Vacation Interval Development was completed in approximately 1983 and the offered vacation interval interests are available for use.

6.2 Warranties

There are no construction or equipment warranties currently in effect on the buildings, furnishings and equipment included in the Vacation Interval Development.

7. APPROVALS AND FINANCES

7.1 Development Approval

The Strata Development and the Vacation Interval Development were completed and occupied in approximately 1983.

7.2 Development Financing

The Association has not arranged financing to develop the Vacation Interval Development.

8. MISCELLANEOUS

8.1 Deposits

The Vacation Interval Development is capable of being lawfully occupied. The Association will not be accepting deposits from purchasers. The subscription fee in respect of any Subscription Agreement will be held in trust by the Association's solicitor pending expiry of the rescission period pursuant to the *Real Estate Development Marketing Act*, as described in Section 3.3.

8.2 Purchase Agreement

The Subscription Agreement described in Section 2.2 is the agreement by which a subscriber obtains an interest in the Vacation Interval Development.

8.3 Association's Commitments

The Association has not made any commitments that will be met after completion of the sale. The Association has not posted any security to meet its commitments.

8.4 Other Material Facts

n/a

9. EXHIBITS

The exhibits attached to this Disclosure Statement are as follows:

Exhibit A	Strata Plan
Exhibit B	Interval Periods
Exhibit C	Form of Subscription Agreement
Exhibit D	Constitution and Bylaws
Exhibit E	Budget
Exhibit F	Vacation Interval Strata Lots
Exhibit G	Encumbrances

DEEMED RELIANCE


Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Association, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

[Declaration follows on next page.]

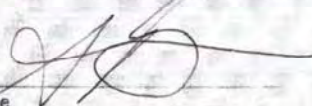
DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of February 20, 2020.

**Panorama Vacation Association at
Horsethief Lodge**

Per: 
Authorized Signatory

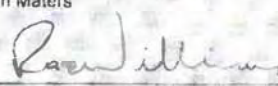
DIRECTORS OF Panorama Vacation Association at Horsethief Lodge



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Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Alda Budge



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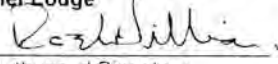
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Per 
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

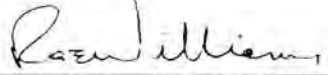
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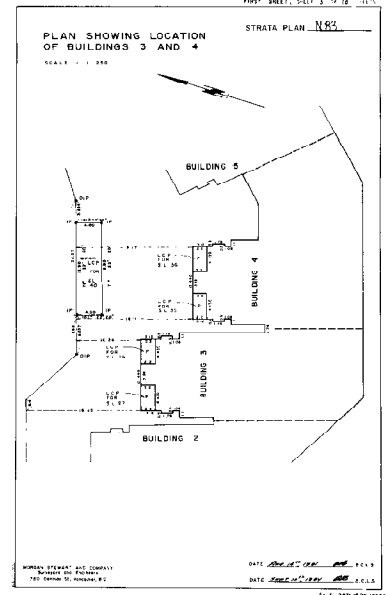
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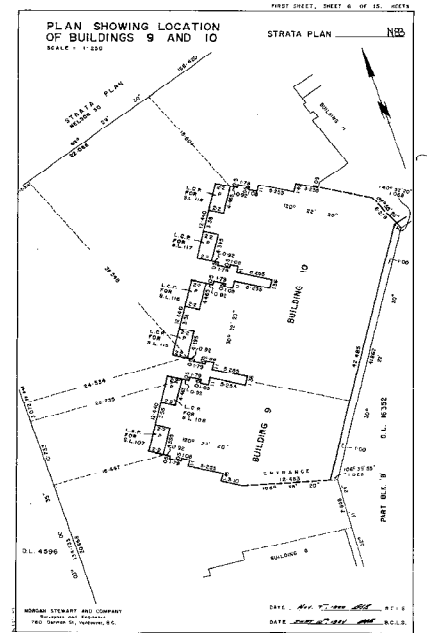
Rick Williams

James Peter Wyatt

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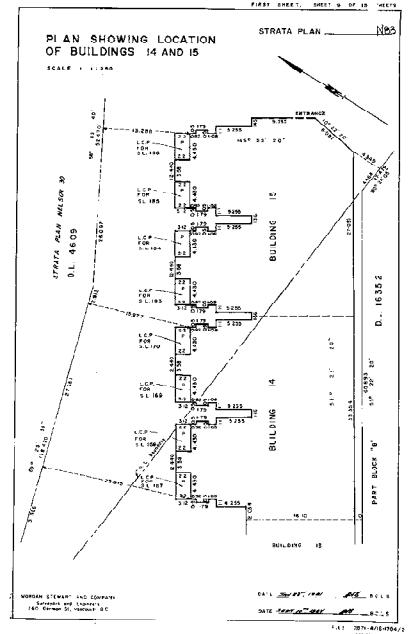
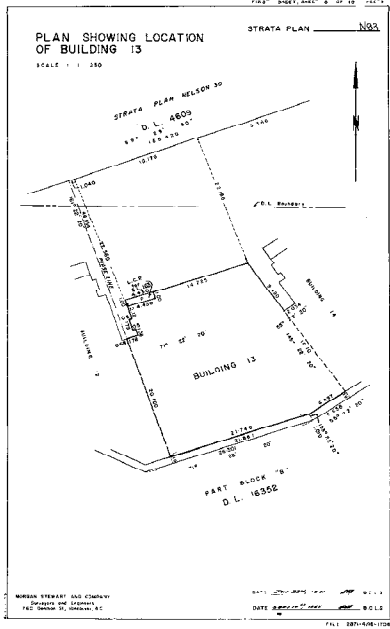
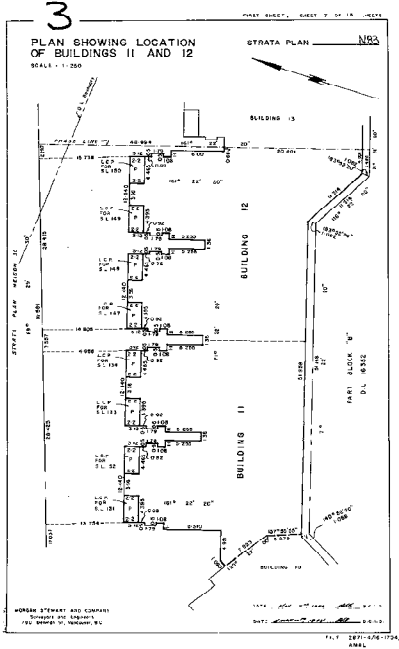
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Status: Filed

Plan #: NE683 App #: N/A Cof #: 6

RCVD: 1998-02-05 RGST 2020-01-17 12:12:44

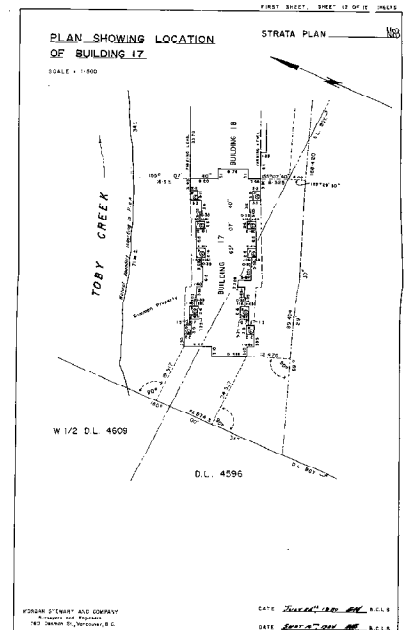
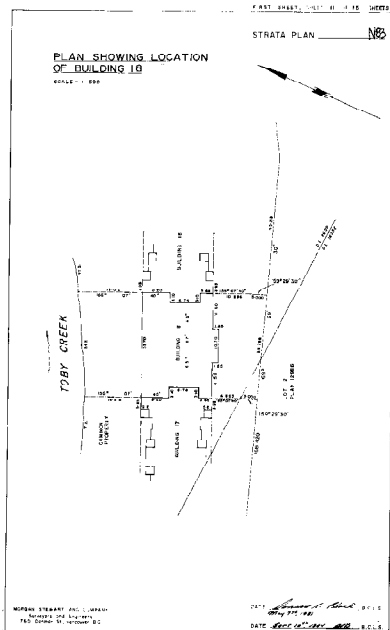
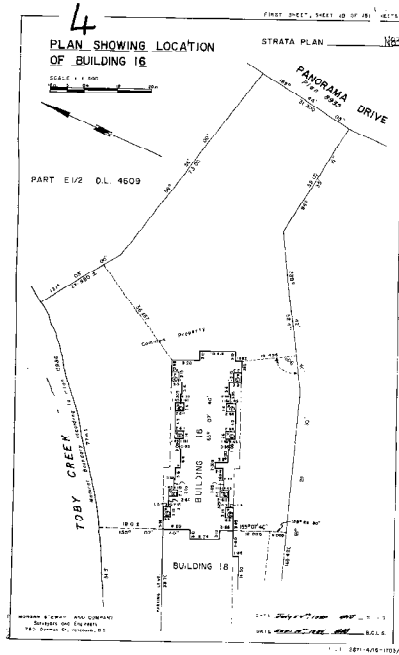


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Status: Filed

Plan #: NE683 App #: N/A Cof #: 6

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Status: Filed

Plan #: NESB3 App #: N/A Cstl #:

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SECOND SHEET, SHEET 13 OF 181 - 1998

STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
1	1	38	52	888	1
2	2	38	49	884	1
3	3	38	50	706	1
4	4	38	97	1088	1
5	5	38	116	1313	1
6	6	38	59	1386	1
7	7	38	44	884	1
8	8	38	136	4330	1
9	9	38	75	368	1
10	10	38	97	1088	1
11	11	38	46	354	1
12	12	38	62	702	1
13	13	38	49	884	1
14	14	38	82	702	1
15	15	38	97	1088	1
16	16	38	97	1088	1
17	17	38	116	1313	1
18	18	38	97	1088	1
19	19	38	46	354	1
20	20	38	62	702	1
21	21	38	49	884	1
22	22	38	82	702	1
23	23	38	107	1211	1
24	24	38	107	1211	1
25	25	38	97	1088	1
26	26	38	97	1088	1
27	27	38	97	1088	1
28	28	38	82	702	1
29	29	38	97	1088	1
30	30	38	97	1088	1
31	31	38	49	884	1
32	32	38	82	702	1
33	33	38	97	1088	1
34	34	38	97	1088	1
35	35	38	97	1088	1
36	36	38	97	1088	1
37	37	38	97	1088	1
38	38	38	97	1088	1
39	39	38	97	1088	1
40	40	38	97	1088	1

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STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
41	41	38	107	1211	1
42	42	38	106	1199	1
43	43	38	49	884	1
44	44	38	82	702	1
45	45	38	49	884	1
46	46	38	82	702	1
47	47	38	97	1088	1
48	48	38	97	1088	1
49	49	38	116	1313	1
50	50	38	97	1088	1
51	51	38	49	884	1
52	52	38	82	702	1
53	53	38	49	884	1
54	54	38	82	702	1
55	55	38	107	1211	1
56	56	38	107	1211	1
57	57	38	97	1088	1
58	58	38	97	1088	1
59	59	38	49	884	1
60	60	38	82	702	1
61	61	38	97	1088	1
62	62	38	97	1088	1
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71	71	38	107	1211	1
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76	76	38	97	1088	1
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79	79	38	97	1088	1
80	80	38	97	1088	1

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STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
81	81	38	116	1313	1
82	82	38	97	1088	1
83	83	38	49	884	1
84	84	38	82	702	1
85	85	38	49	884	1
86	86	38	82	702	1
87	87	38	107	1211	1
88	88	38	107	1211	1
89	89	38	97	1088	1
90	90	38	97	1088	1
91	91	38	49	884	1
92	92	38	82	702	1
93	93	38	97	1088	1
94	94	38	97	1088	1
95	95	38	97	1088	1
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97	97	38	97	1088	1
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112	112	38	97	1088	1
113	113	38	97	1088	1
114	114	38	97	1088	1
115	115	38	97	1088	1
116	116	38	97	1088	1
117	117	38	97	1088	1
118	118	38	97	1088	1
119	119	38	97	1088	1
120	120	38	97	1088	1

DATE: 1998-02-05 ROST: 2020-01-17 12:44

FILE: 1998-02-05 ROST: 2020-01-17 12:44

Status: Filed

Plan #: NESB3 App #: N/A Cstl #:

RCVD: 1998-02-05 ROST: 2020-01-17 12:44

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SECOND SHEET, SHEET 16 OF 181 - 1998

STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
121	121	38	116	1313	1
122	122	38	97	1088	1
123	123	38	49	884	1
124	124	38	82	702	1
125	125	38	49	884	1
126	126	38	82	702	1
127	127	38	107	1211	1
128	128	38	107	1211	1
129	129	38	97	1088	1
130	130	38	97	1088	1
131	131	38	49	884	1
132	132	38	82	702	1
133	133	38	97	1088	1
134	134	38	97	1088	1
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136	136	38	97	1088	1
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142	142	38	97	1088	1
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148	148	38	97	1088	1
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150	150	38	97	1088	1
151	151	38	97	1088	1
152	152	38	97	1088	1
153	153	38	97	1088	1
154	154	38	97	1088	1
155	155	38	97	1088	1
156	156	38	97	1088	1
157	157	38	97	1088	1
158	158	38	97	1088	1
159	159	38	97	1088	1
160	160	38	97	1088	1

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STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
161	161	38	97	1088	1
162	162	38	97	1088	1
163	163	38	437	4783	5
164	164	38	134	1458	1
165	165	38	49	884	1
166	166	38	97	1088	1
167	167	38	49	884	1
168	168	38	82	702	1
169	169	38	97	1088	1
170	170	38	97	1088	1
171	171	38	97	1088	1
172	172	38	97	1088	1
173	173	38	97	1088	1
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183	183	38	97	1088	1
184	184	38	97	1088	1
185	185	38	97	1088	1
186	186	38	97	1088	1
187	187	38	97	1088	1
188	188	38	97	1088	1
189	189	38	97	1088	1
190	190	38	97	1088	1
191	191	38	97	1088	1
192	192	38	97	1088	1
193	193	38	97	1088	1
194	194	38	97	1088	1
195	195	38	97	1088	1
196	196	38	97	1088	1
197	197	38	97	1088	1
198	198	38	97	1088	1
199	199	38	97	1088	1
200	200	38	97	1088	1

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STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Strata Plan No.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
			UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
201	201	38	80	786	1
202	202	38	80	786	1
203					

Status Filed

Plan # NES83 App # N/A Cat #

RCVD: 1998-02-06 ROST: 2020-01-17 12:12:44

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STRATA PLAN N83

CONDOMINIUM ACT

NEW	OLD	FROM	FORM 1	FORM 2	FORM 3
Lot No.	Lot No.	Plan	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF UNIT INTEREST UPON DISSOLUTION	SCHEDULE OF VOTING RIGHTS
241	43	30	60	766	1
242	44	30	60	766	1
243	45	30	60	766	1
244	46	30	60	766	1
245	47	30	60	766	1
246	48	30	60	766	1
247	49	30	59	580	1
248	50	30	59	580	1
249	51	30	65	699	1
250	52	30	60	589	1
251	53	30	62	606	1
252	54	30	78	766	1
253	55	30	69	696	1
254	56	30	76	766	1
255	57	30	62	696	1
256	58	30	76	766	1
257	59	30	62	699	1
258	60	30	60	589	1
259	61	30	64	649	9
260	62	30	64	766	1
AGGREGATE			2196	21696	270

Accepted as to forms 1, 2 and 3.
Dated this 23rd day of February, 1983

John M. Schmitt
Notary Public for the State of New Jersey

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
FILE 2017 ADM/ALM/AMM

8

STRATA PLAN N83

BUILDING 1

SECTIONS
SCALE: 1/200

LOFT LEVEL
LEVEL 4
LEVEL 3
LEVEL 2
LEVEL 1

COMMON
PARKING

SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
FILE 2017 ADM/ALM/AMM

9

STRATA PLAN N83

BUILDING 1

SECTIONS
SCALE: 1/200

LOFT LEVEL
LEVEL 4
LEVEL 3
LEVEL 2
LEVEL 1

COMMON
PARKING

SECTION D-D
SECTION E-E
SECTION F-F

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
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8

STRATA PLAN N83

BUILDING 2

SECTIONS
SCALE: 1/200

LOFT LEVEL
LEVEL 4
LEVEL 3
LEVEL 2
LEVEL 1

COMMON
PARKING

SECTION A-A
SECTION B-B
SECTION C-C

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
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9

STRATA PLAN N83

BUILDING 2

SECTIONS
SCALE: 1/200

LOFT LEVEL
LEVEL 4
LEVEL 3
LEVEL 2
LEVEL 1

COMMON
PARKING

SECTION D-D
SECTION E-E
SECTION F-F

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
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STRATA PLAN N83

BUILDING 3

SECTIONS
SCALE: 1/200

LOFT LEVEL
LEVEL 4
LEVEL 3
LEVEL 2
LEVEL 1

COMMON
PARKING

SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D

HORMAN STEWART AND COMPANY
Surveyors and Engineers
7801 Sherman Blvd., Suite 200
Baltimore, MD 21240

DATE 02/23/83 BY JMS REELS
FILE 2017 ADM/ALM/AMM

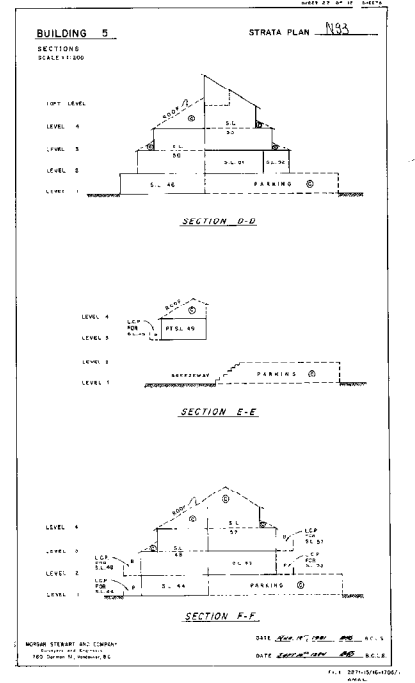
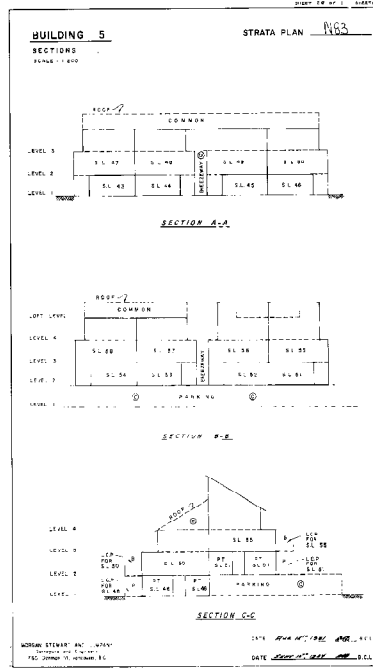
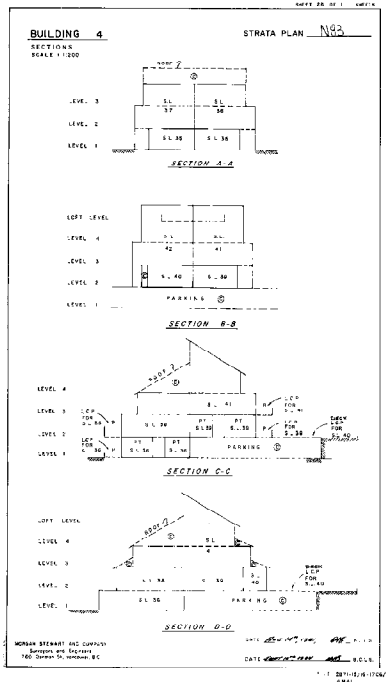
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Plan #: NES83 App # N/A Cnt #:

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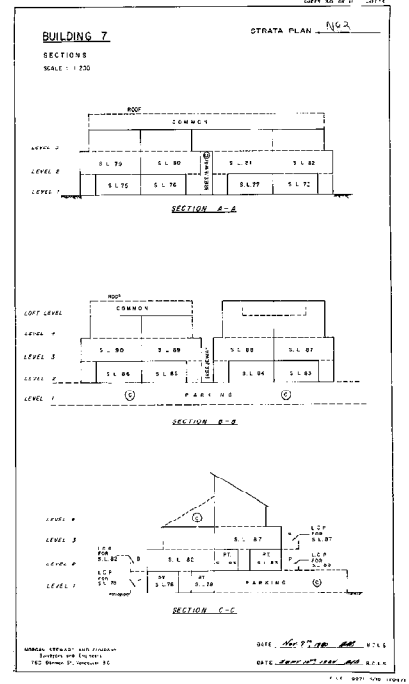
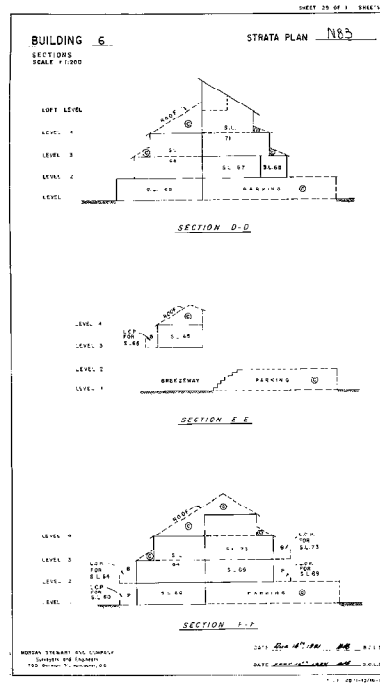
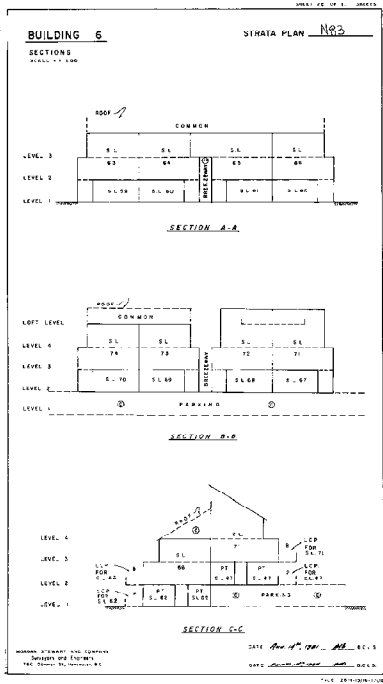
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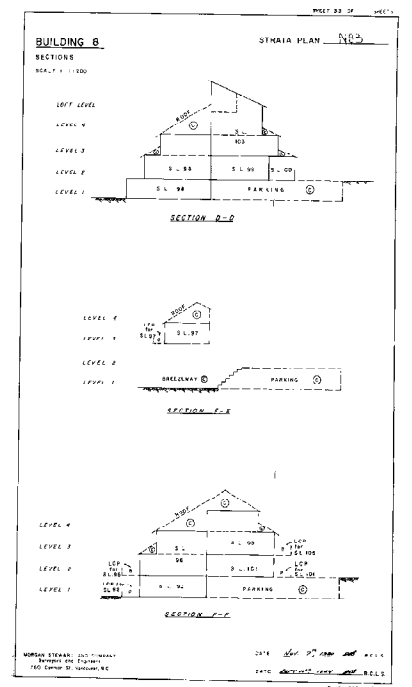
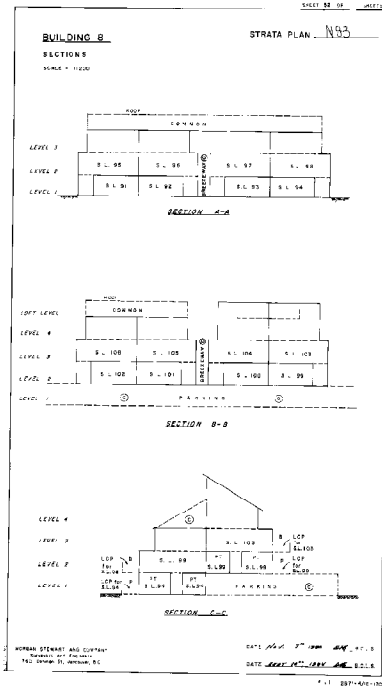
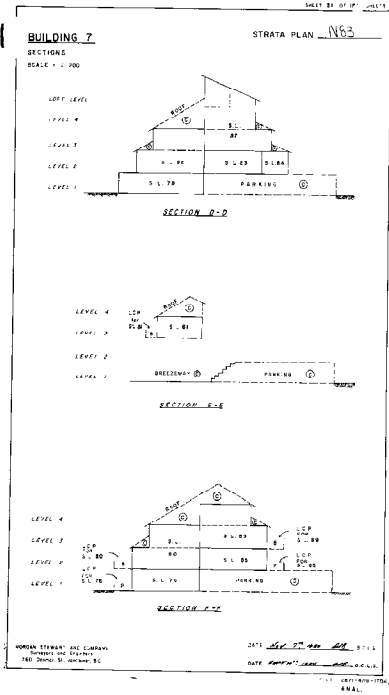


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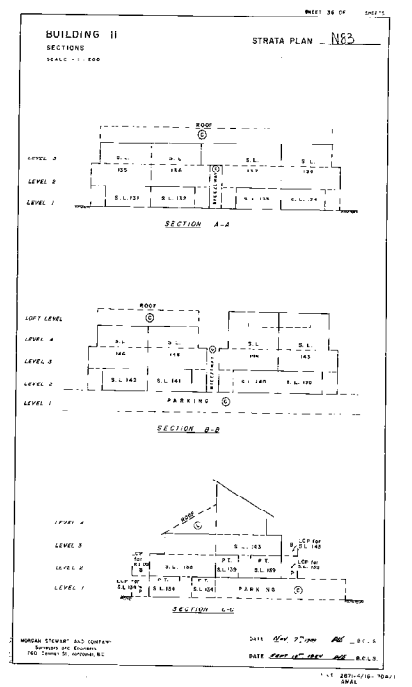
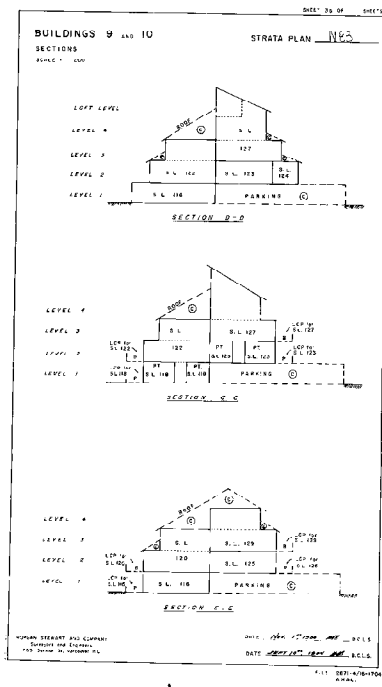
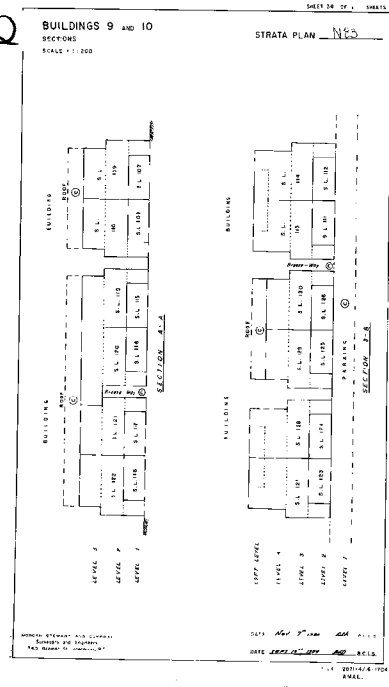
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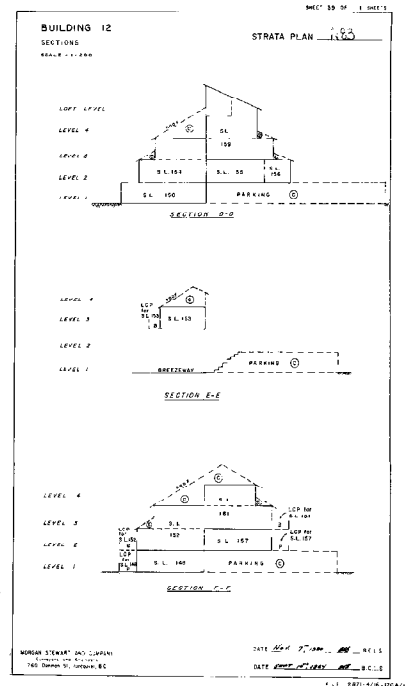
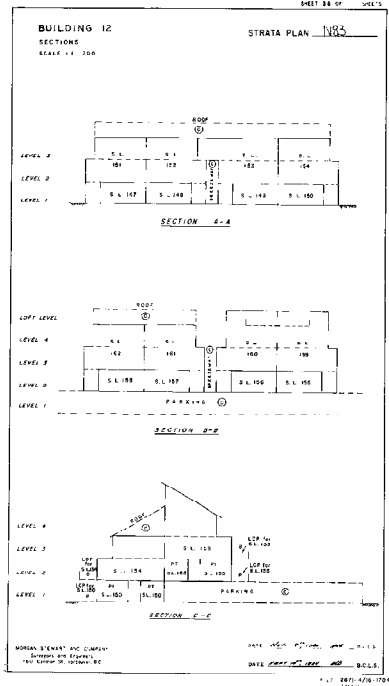
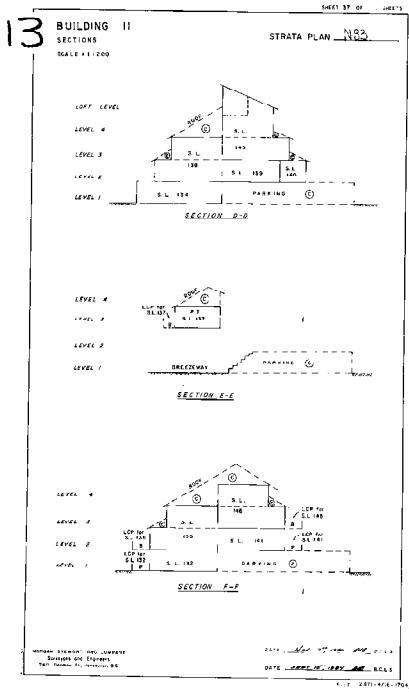
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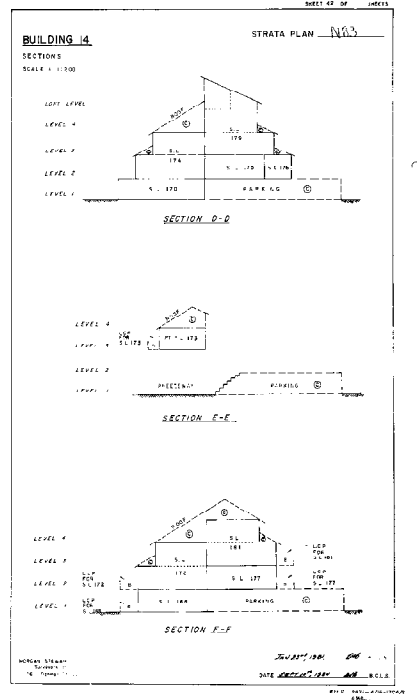
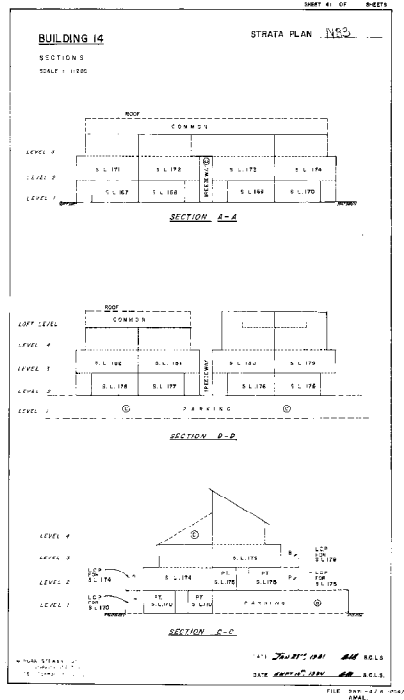
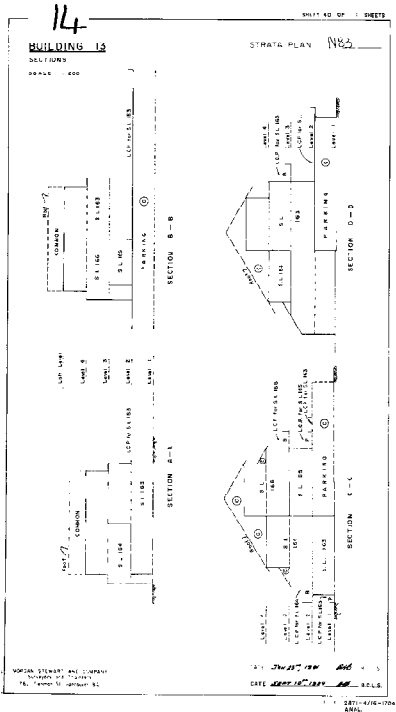


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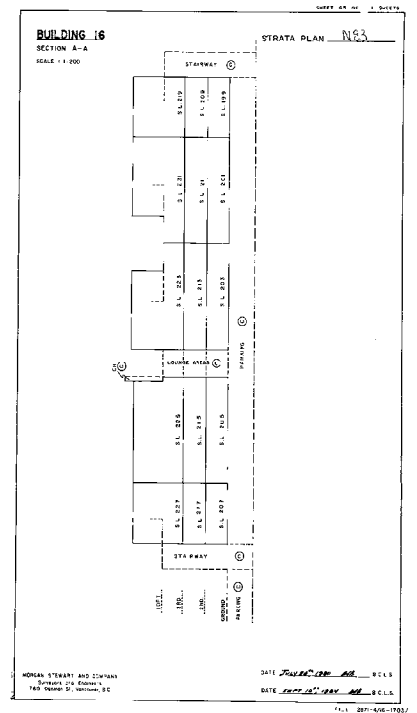
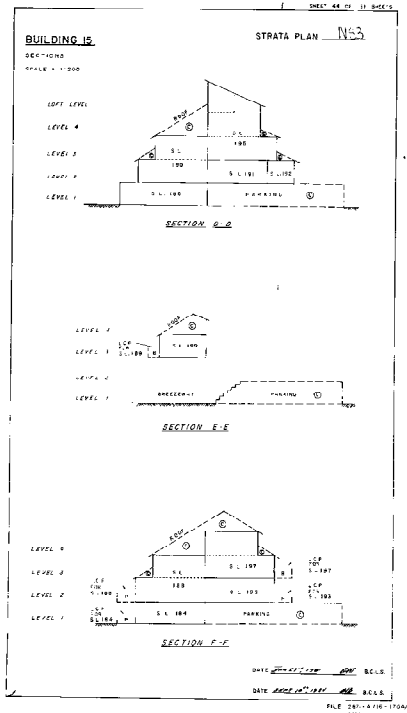
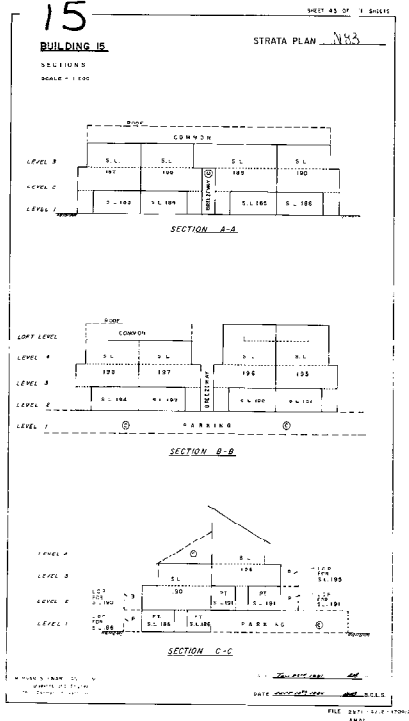


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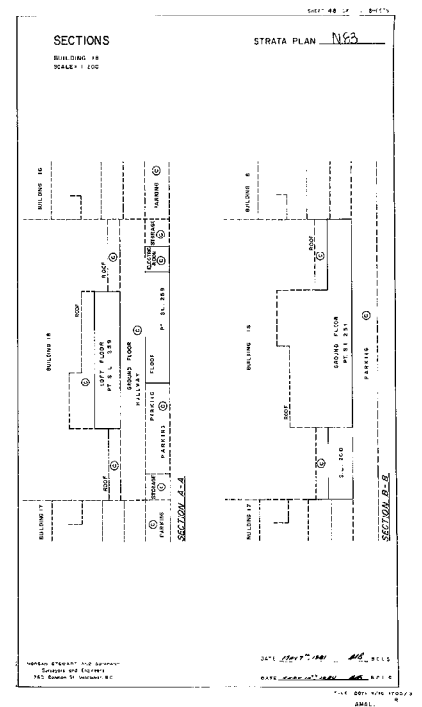
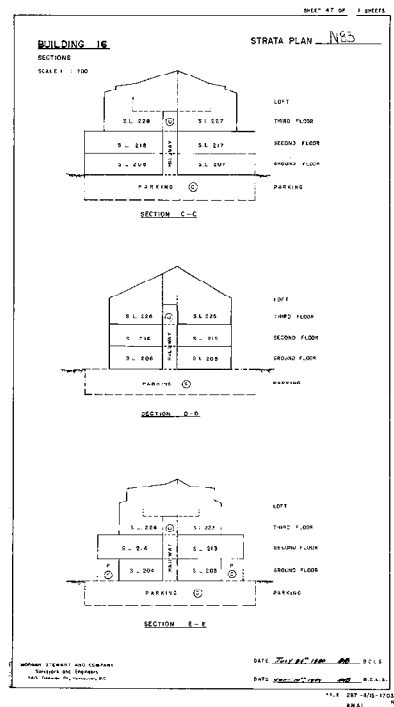
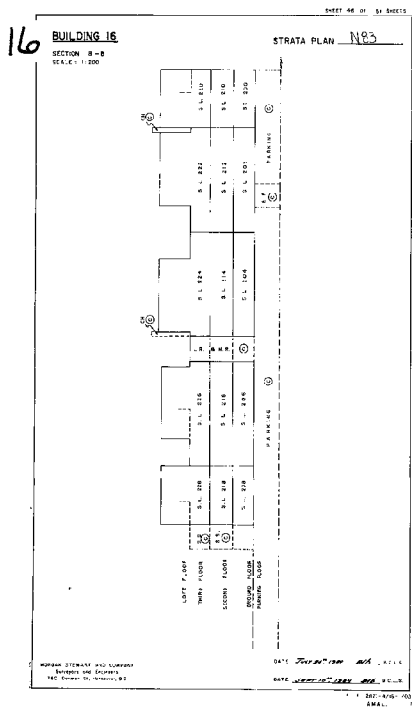
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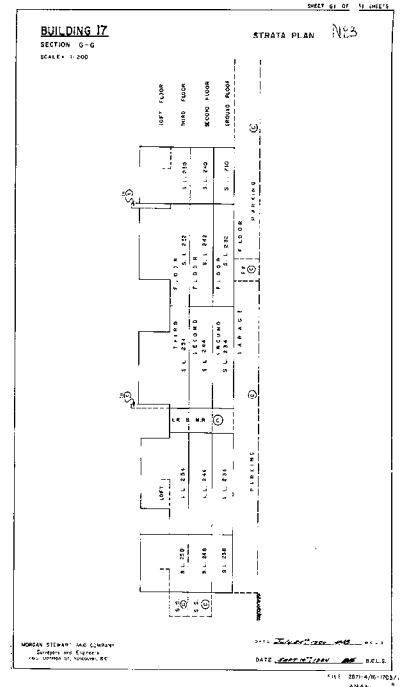
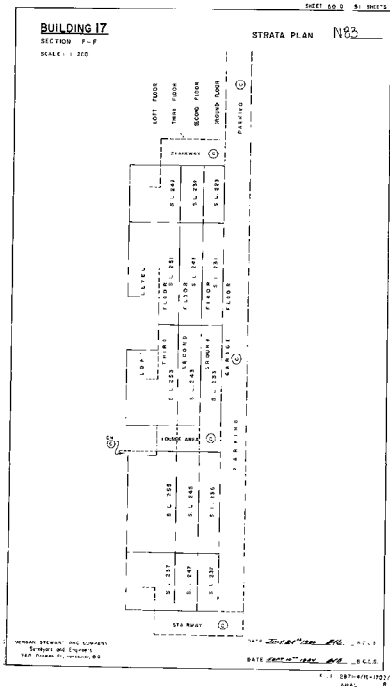
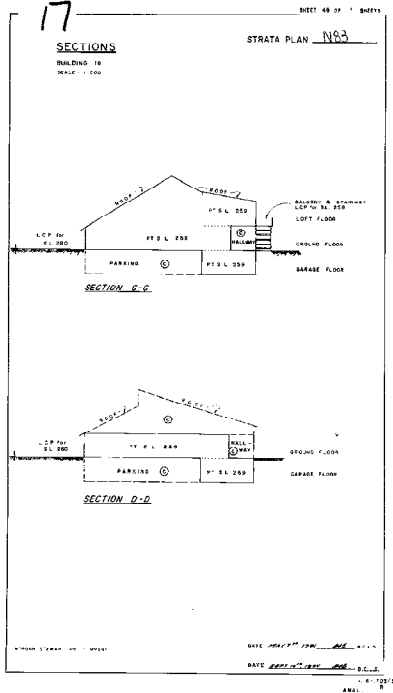
RCVD: 1998-02-05 ROST: 2020-01-17 12:12:44



Status: Filed

Plan #: NES83 App # N/A Cnt #

RCVD: 1998-02-05 RQST: 2020-01-17 12:12:44

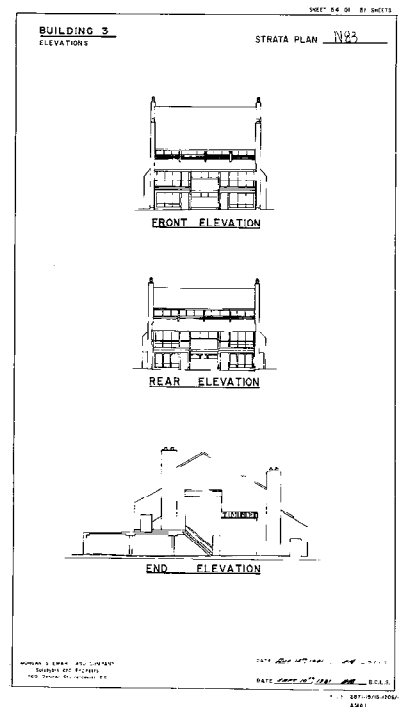
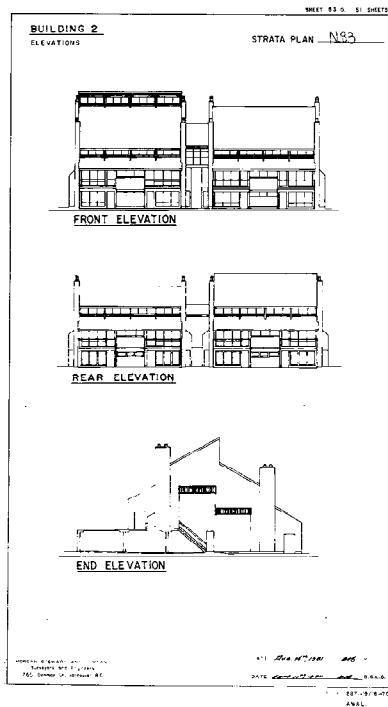
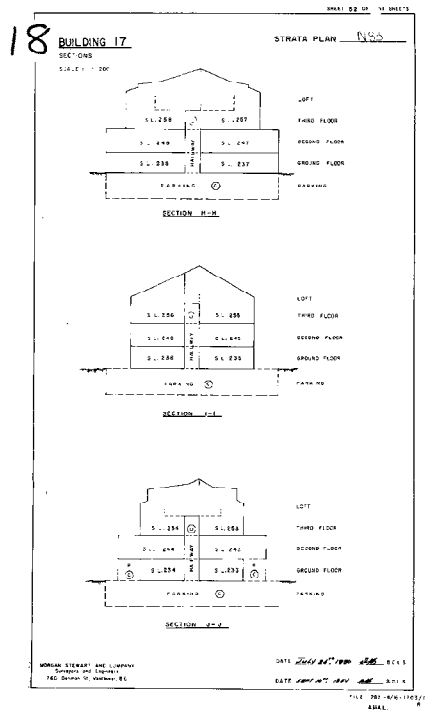


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Status: Filed

Plan #: NES83 App # N/A Cnt #

RCVD: 1998-02-05 RQST: 2020-01-17 12:12:44

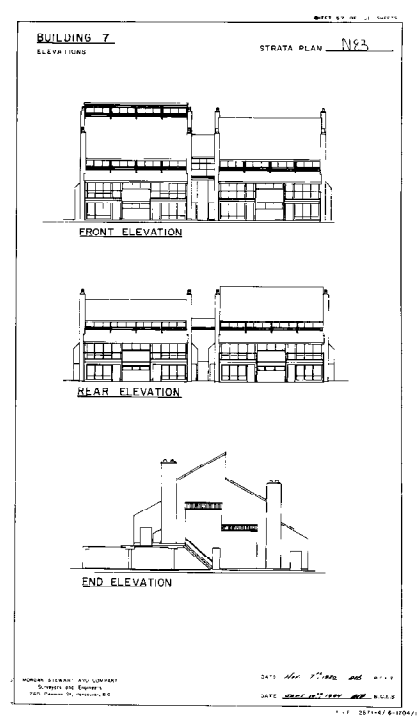
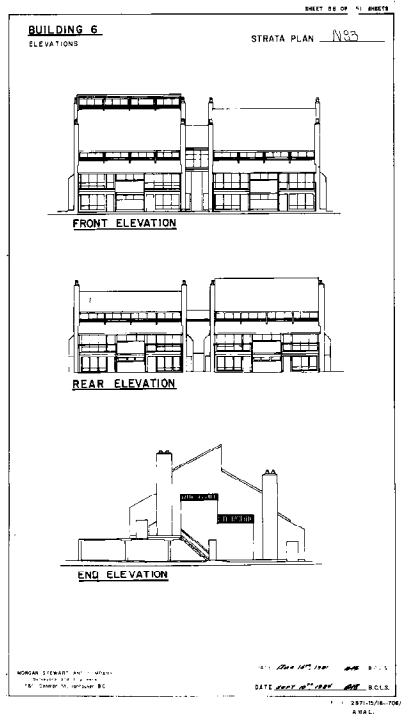
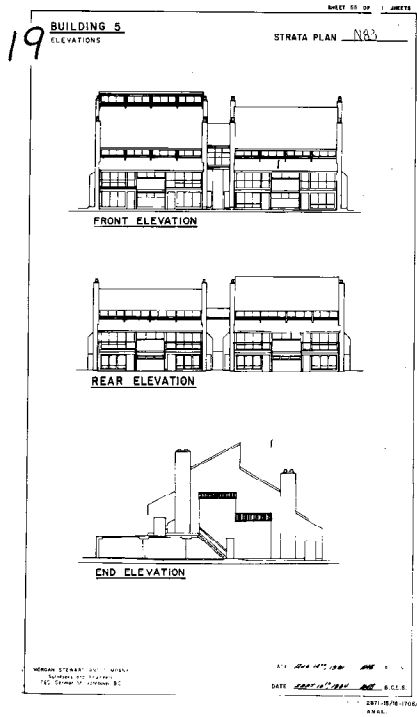


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Status: Filed

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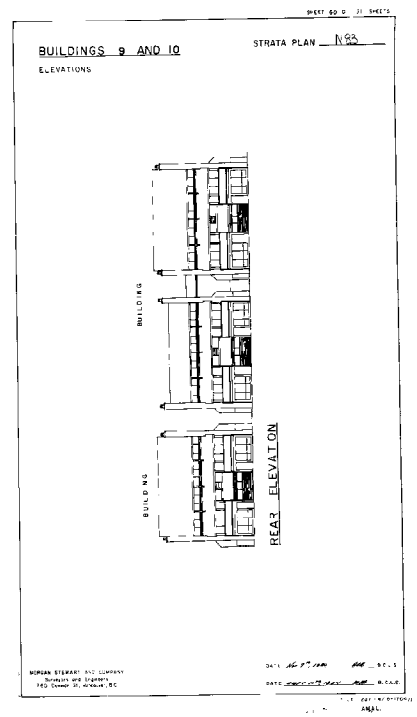
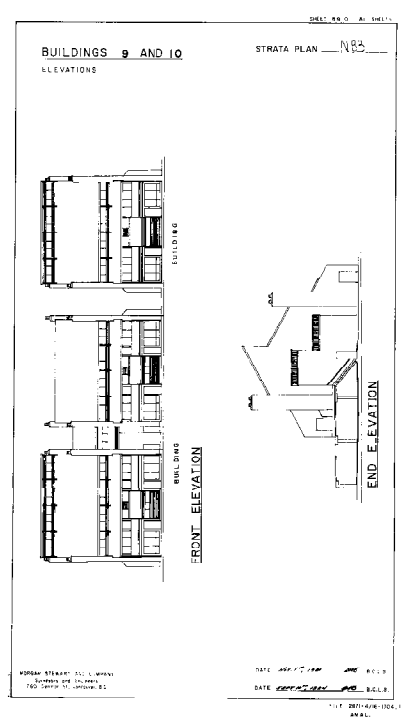
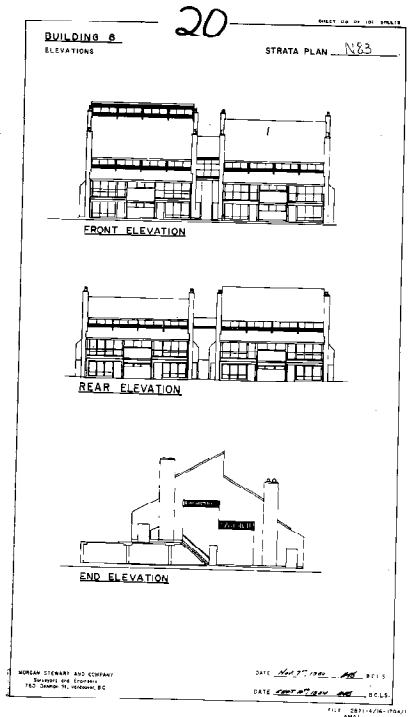
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Status: Filed

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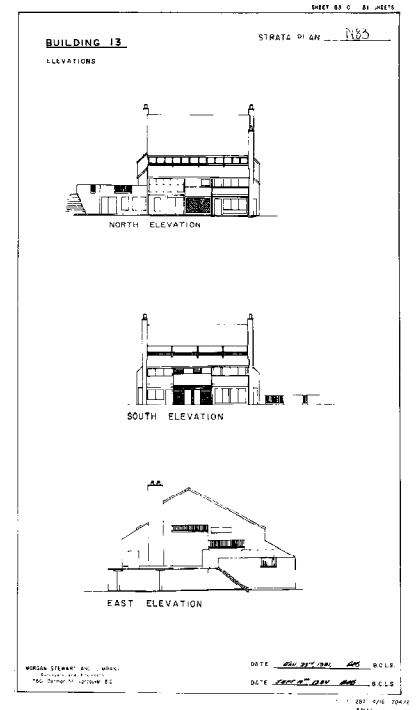
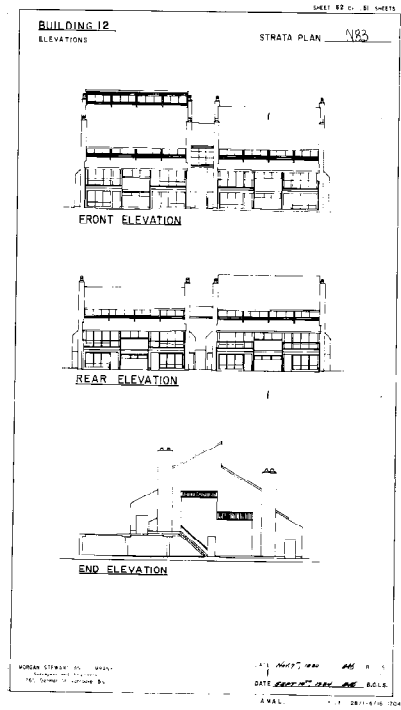
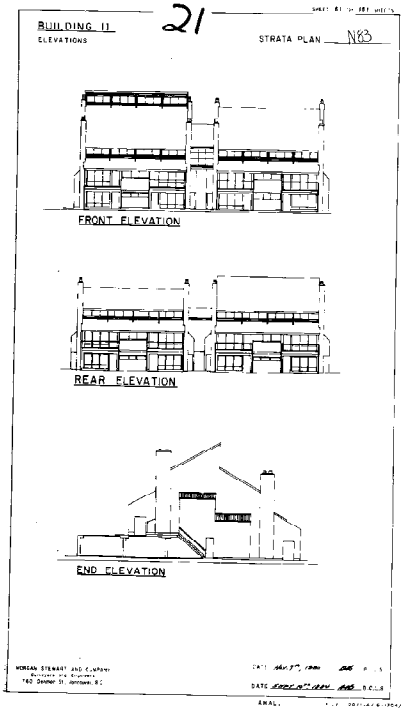
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Status: Filed

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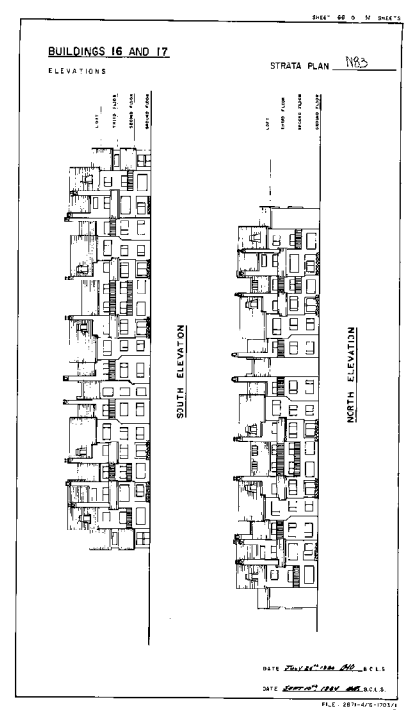
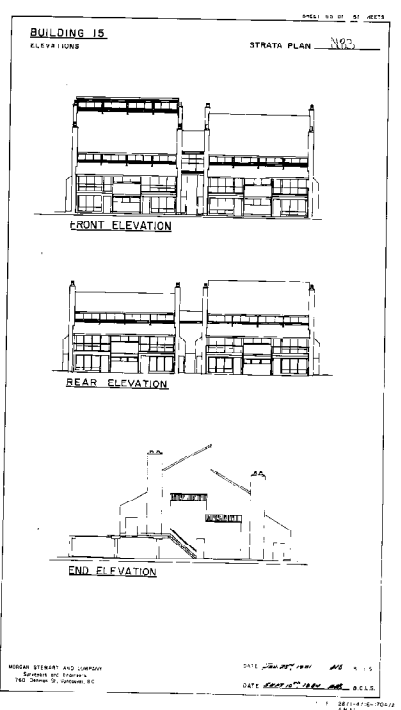
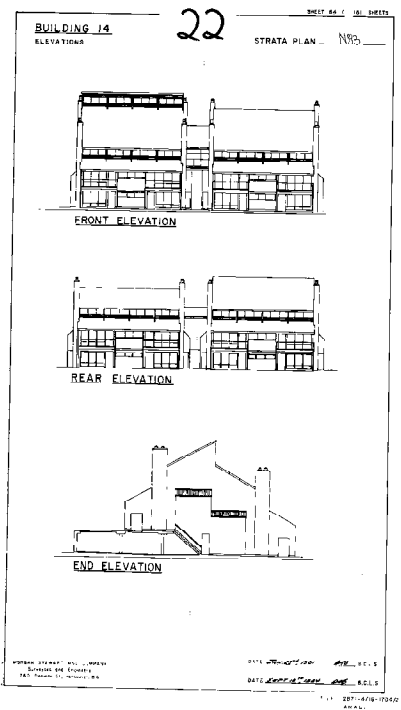
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Status: Filed

Plan #: NESB3 Add # NIA Ch# 6

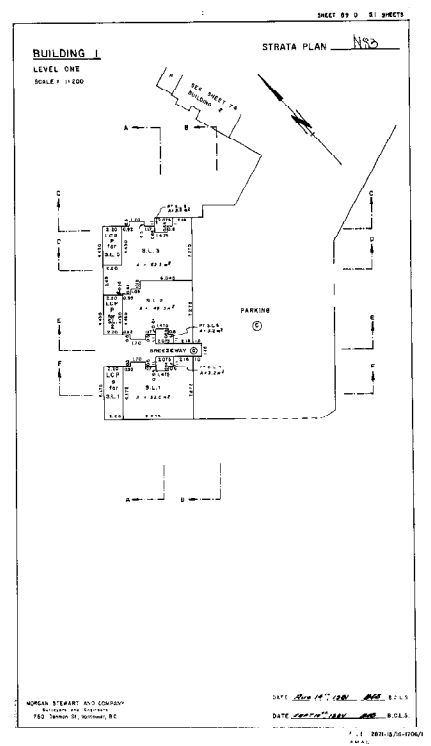
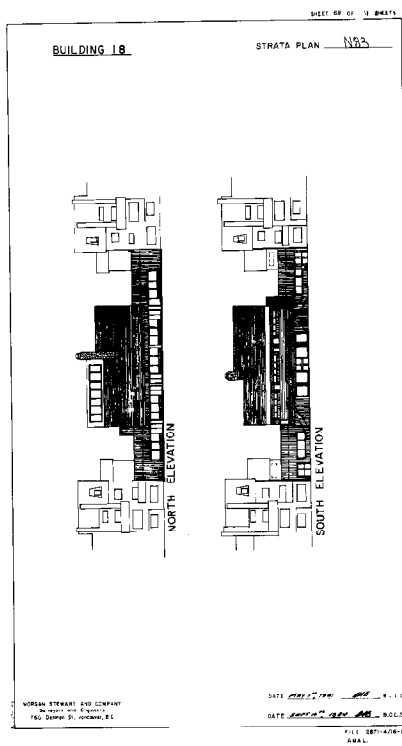
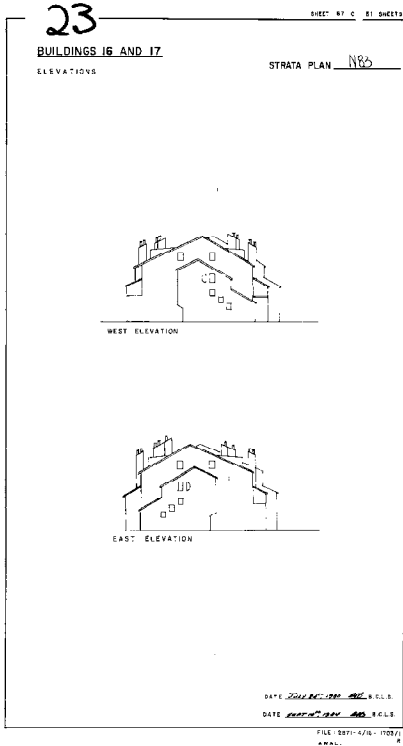
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Status: Filed

Plan #: NES83 App #: N/A CM#:

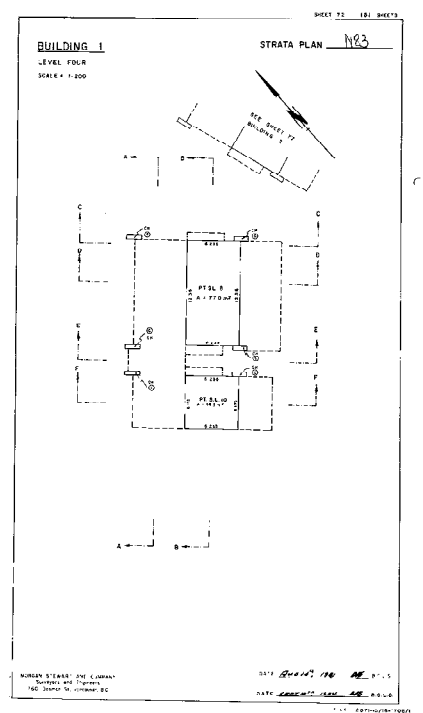
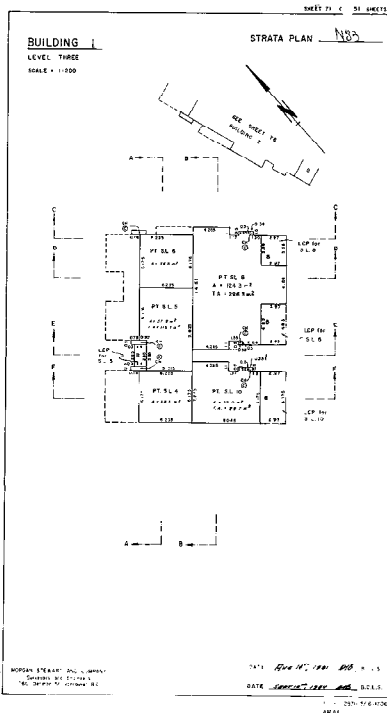
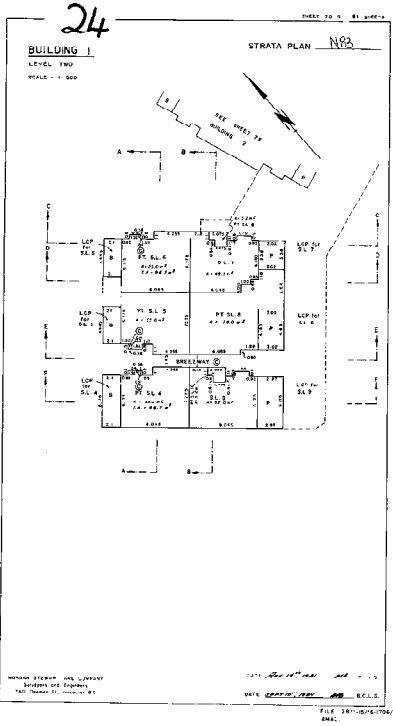
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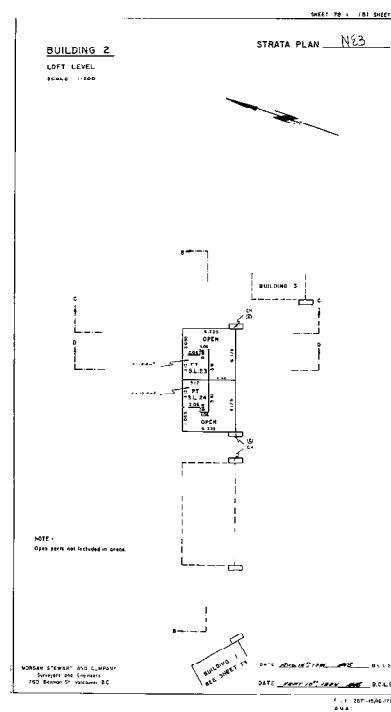
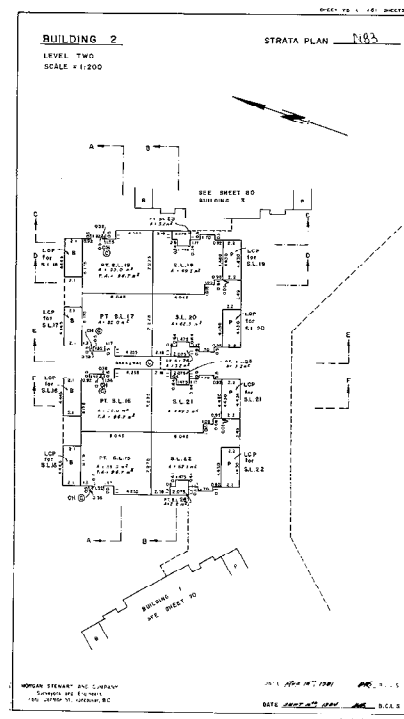


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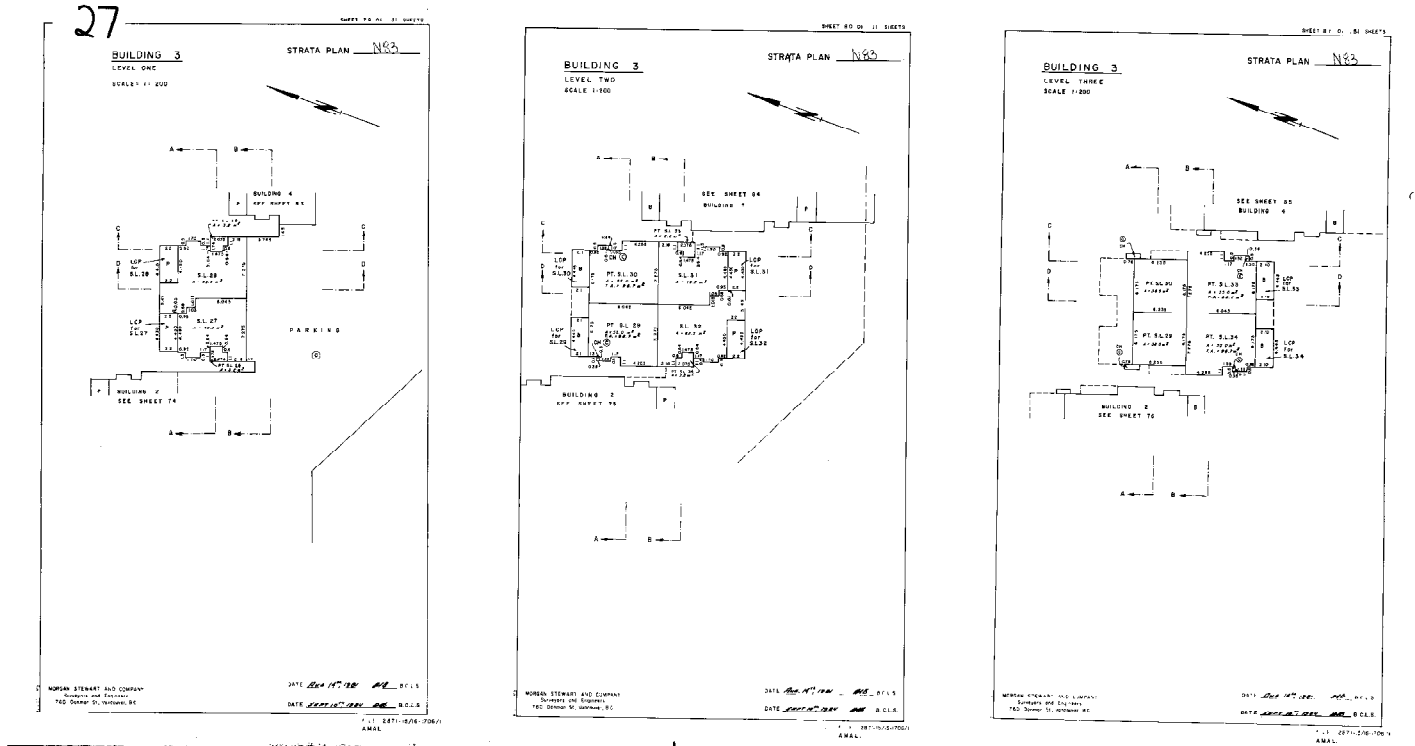




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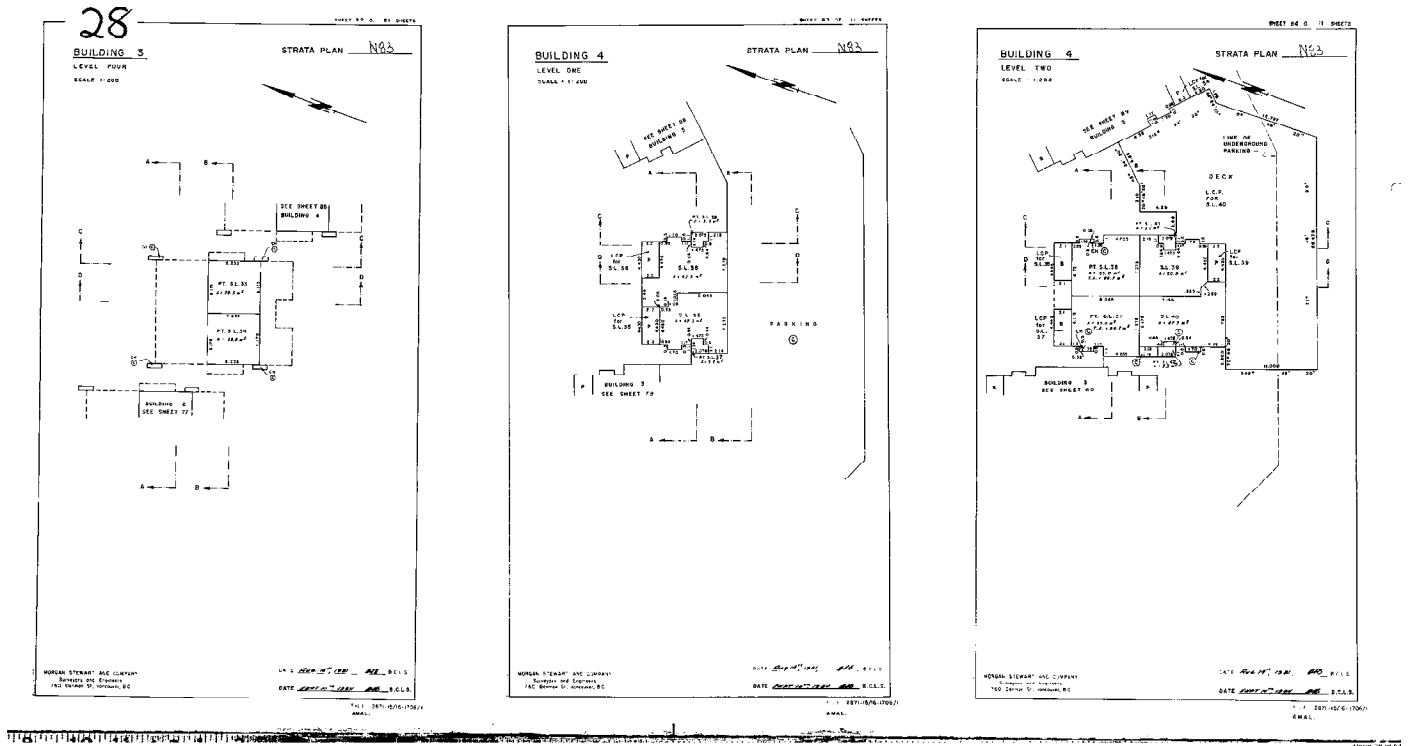
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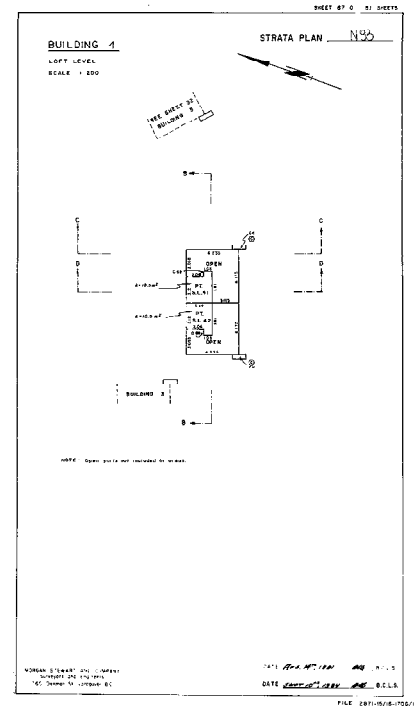
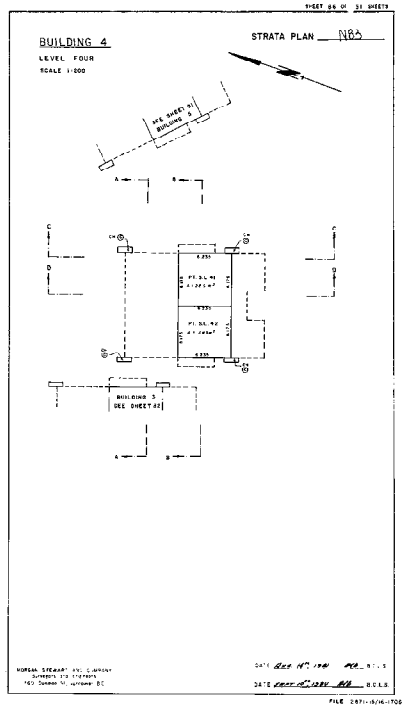
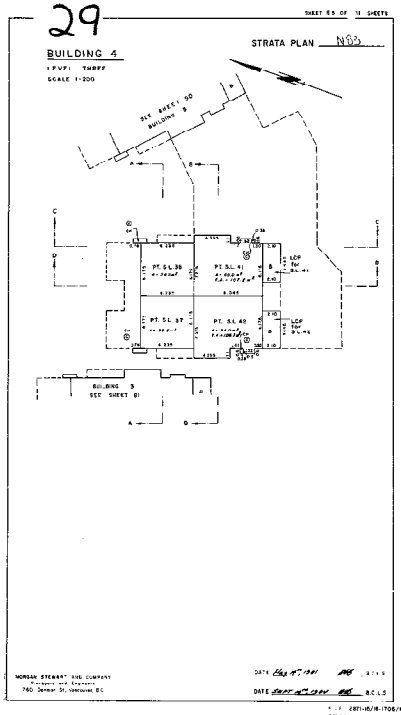
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Status: Filed

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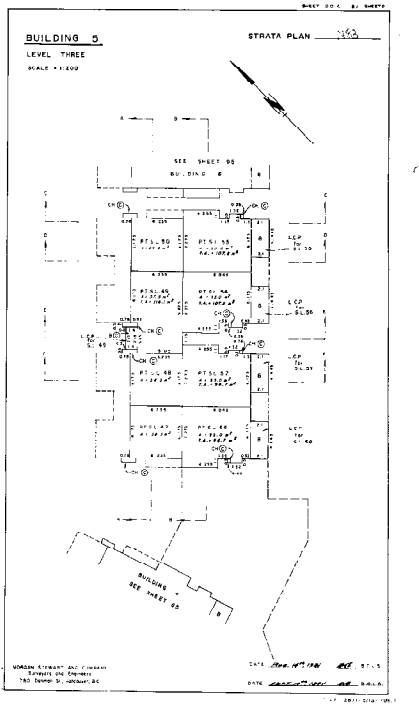
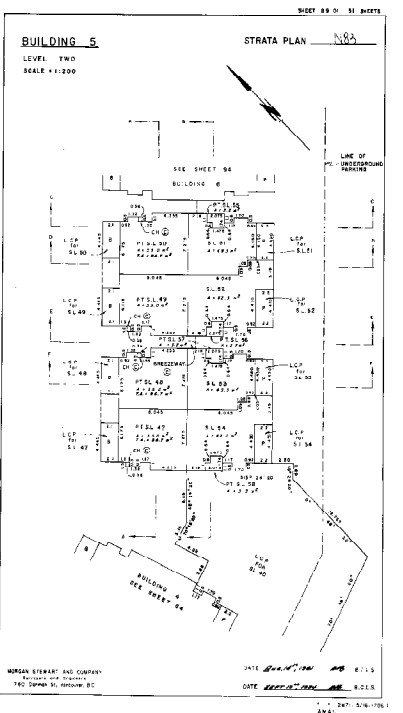
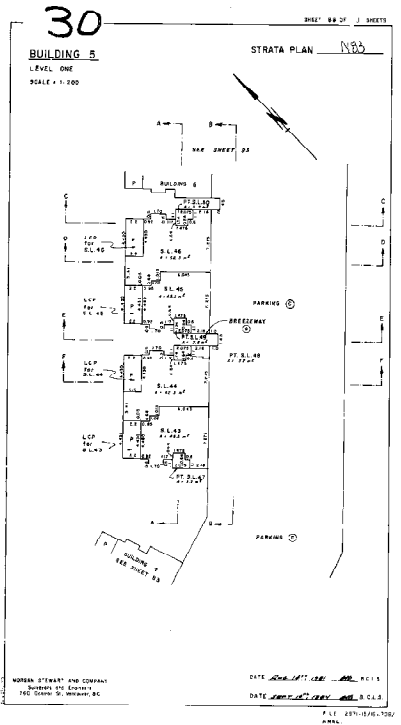
RCVD: 1998-02-05 RQST: 2020-01-17 12:12:44



Status: Filed

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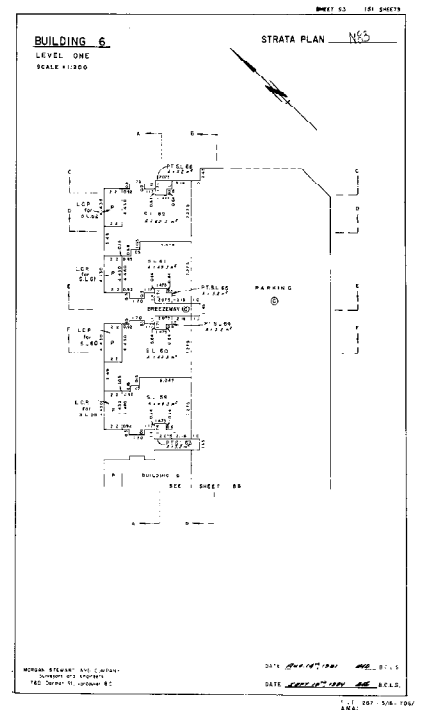
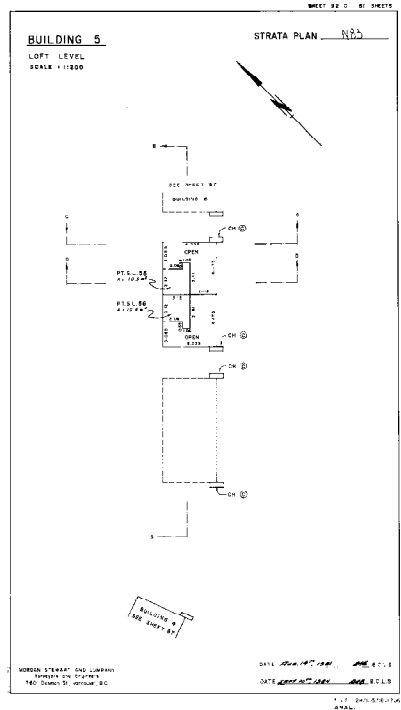
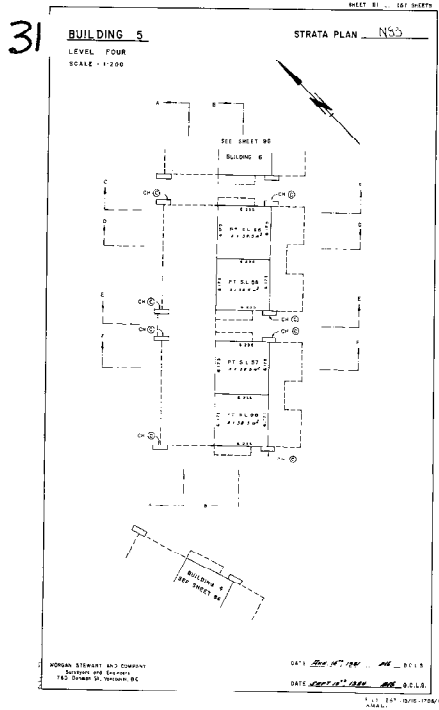
RCVD: 1998-02-05 RQST: 2020-01-17 12:12:44



Status: Filed

Plan #: NES83 App #: N/A CRI #:

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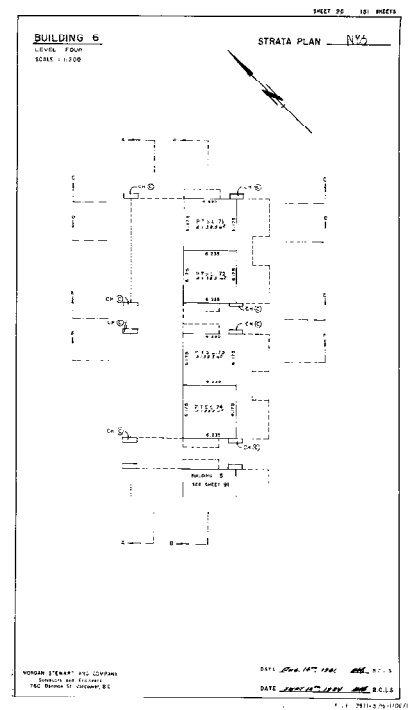
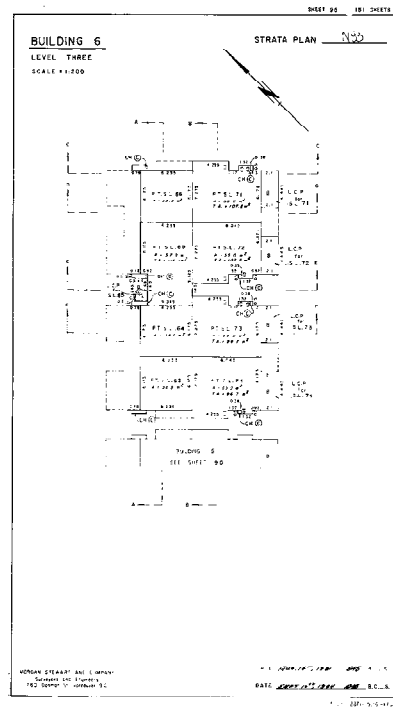
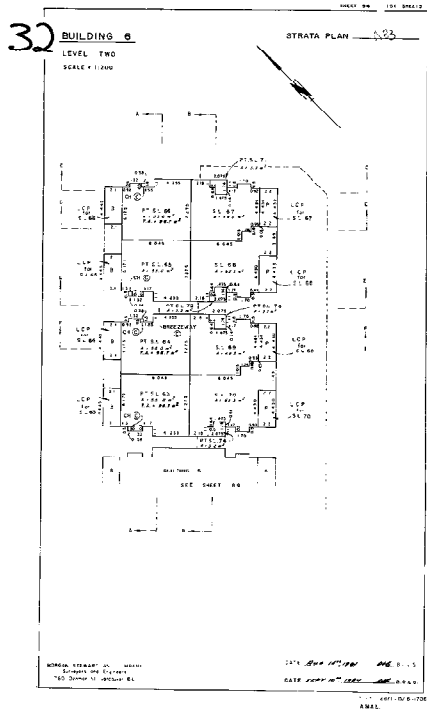


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Status: Filed

Plan #: NES83 App #: N/A CRI #:

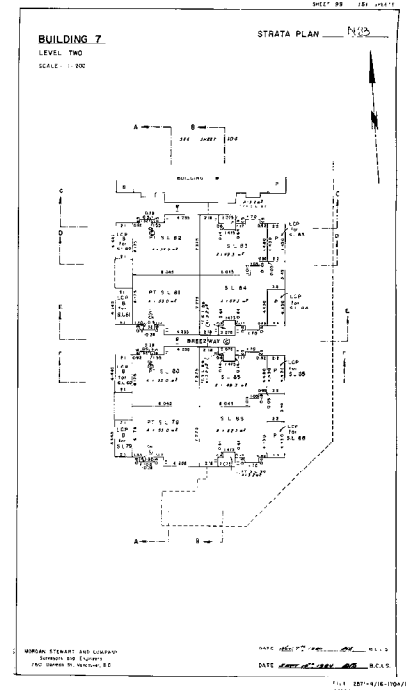
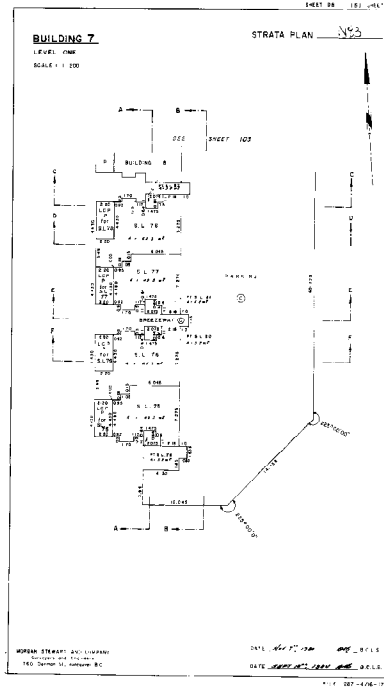
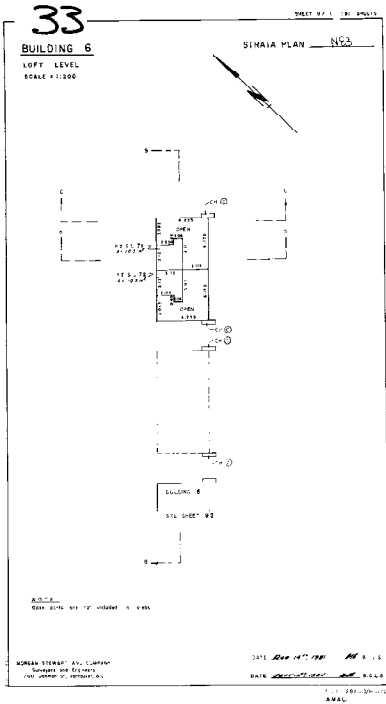
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Status: Filed

Plan #: NES83 App #: NIA Cnt #:

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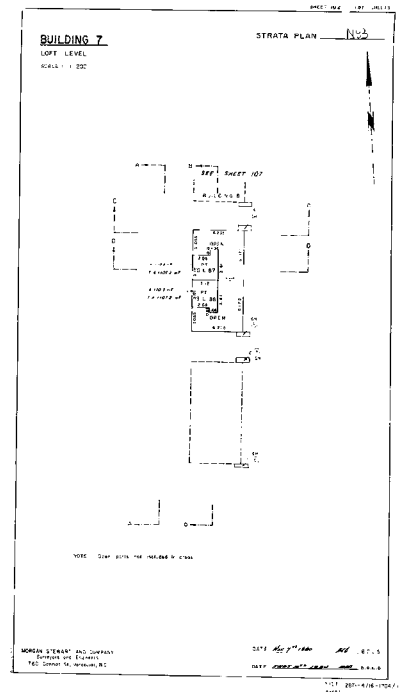
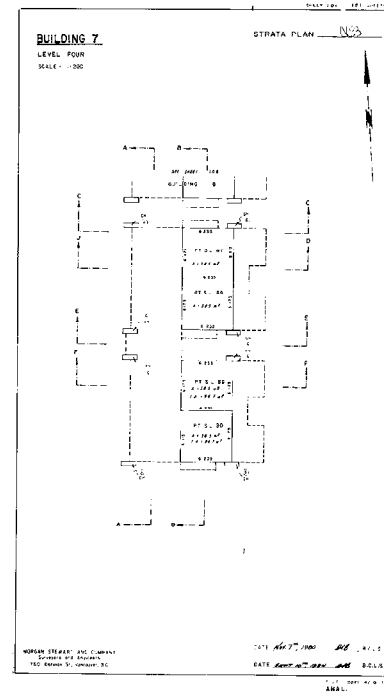
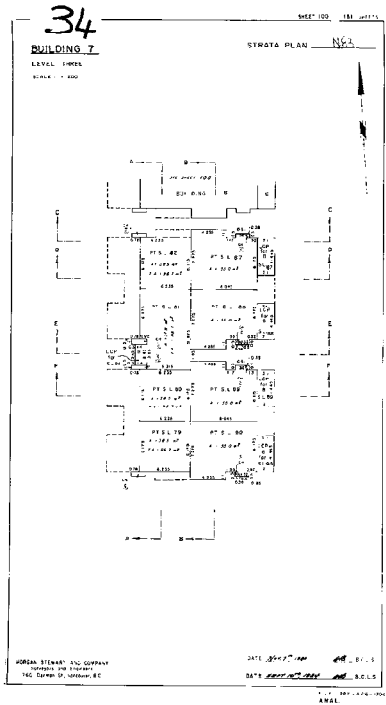


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Status: Filed

Plan #: NES83 App #: NIA Cnt #:

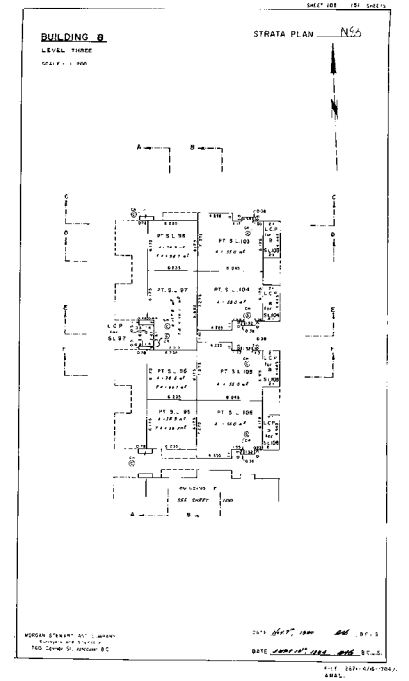
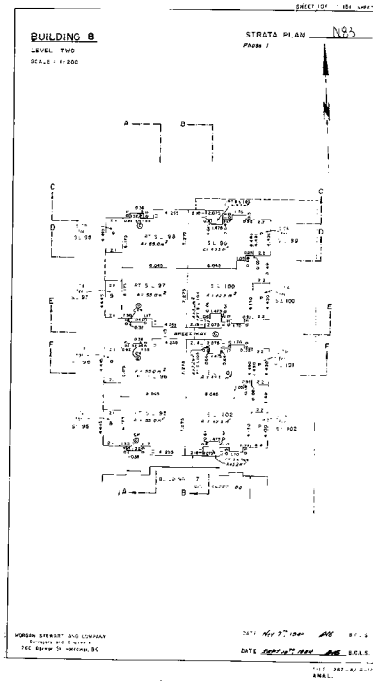
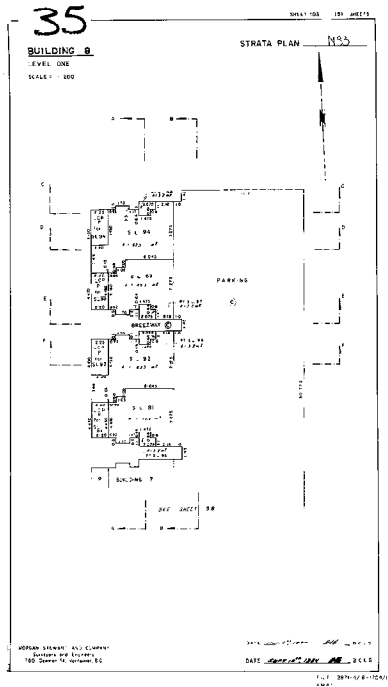
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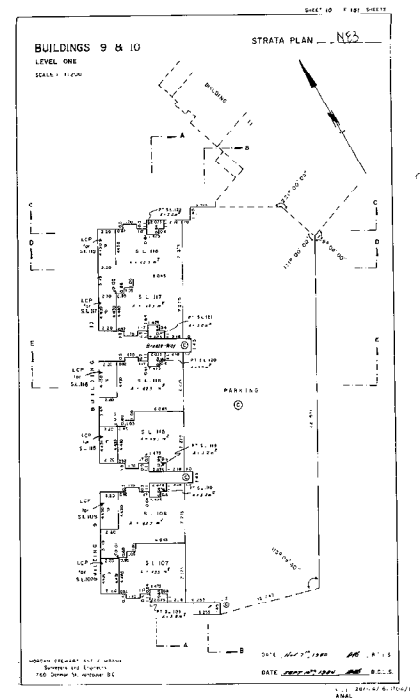
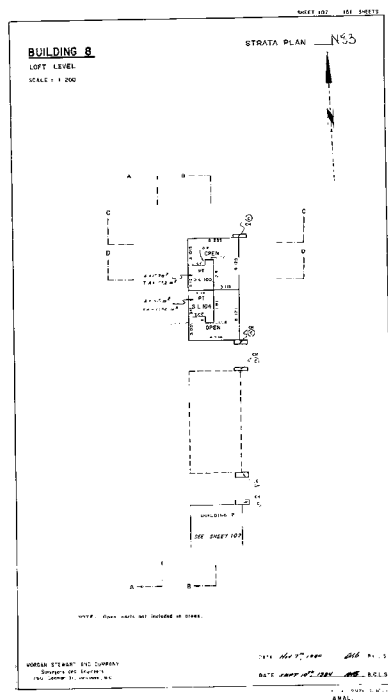
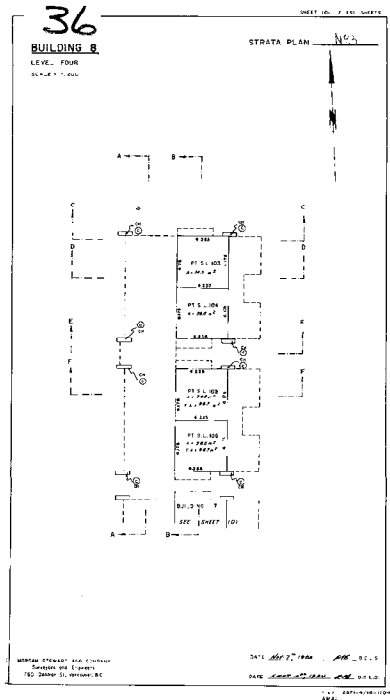
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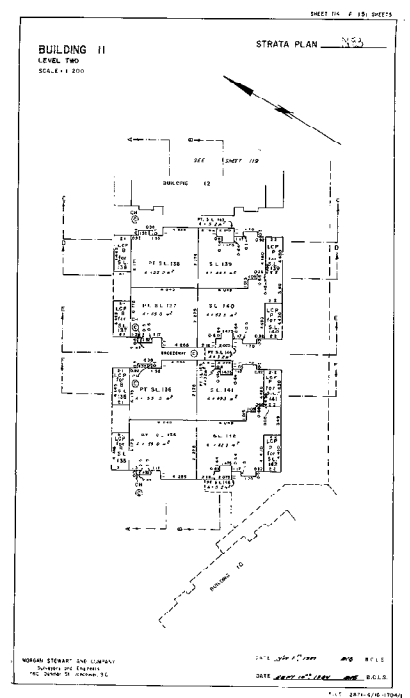
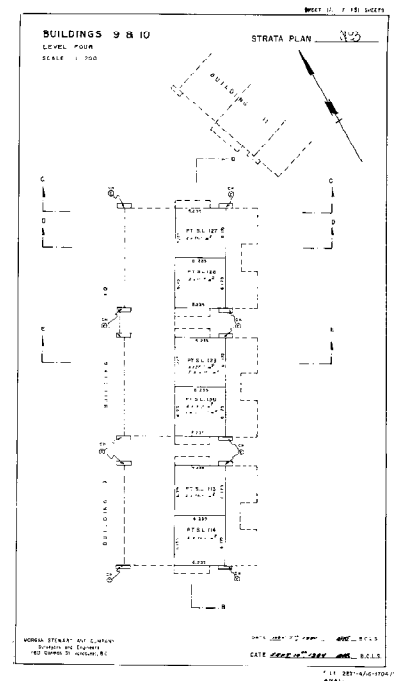


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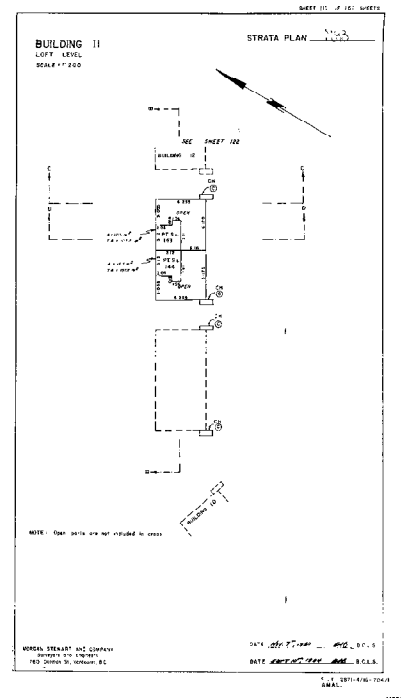
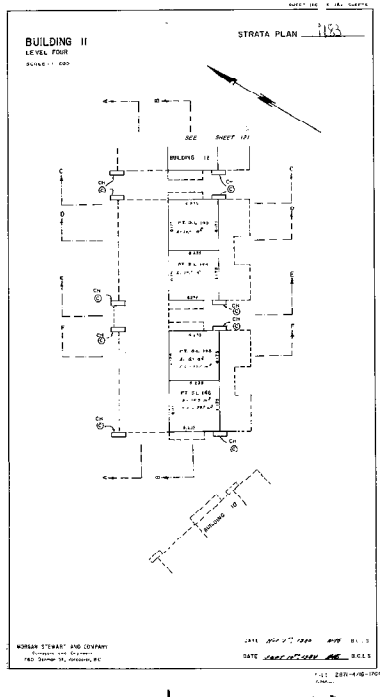
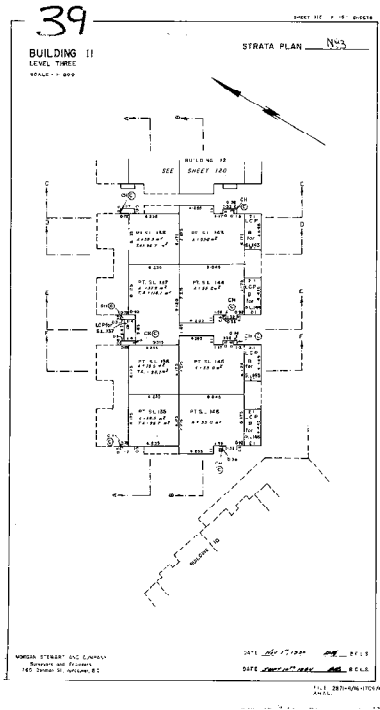




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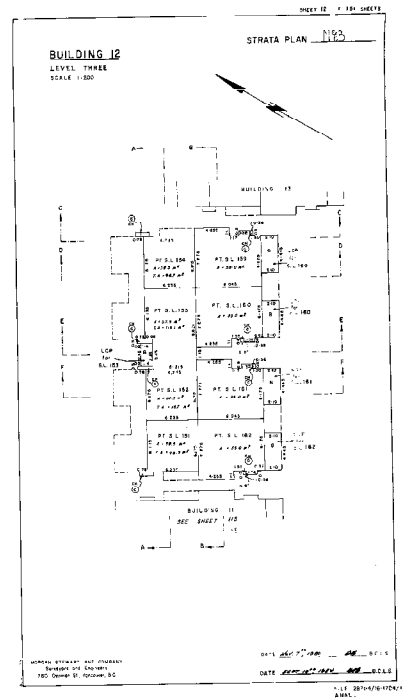
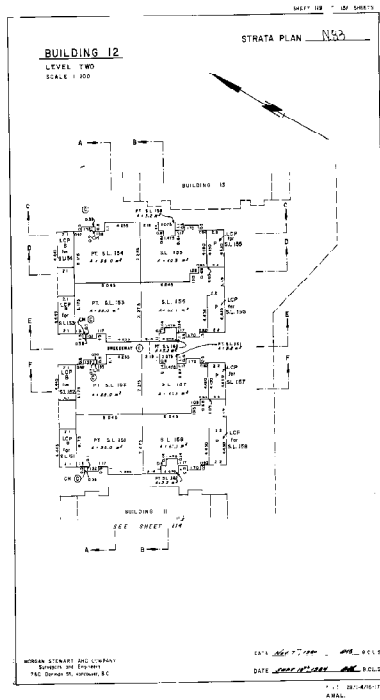
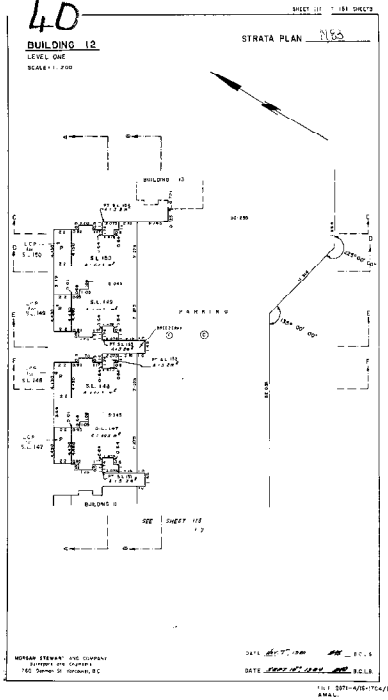
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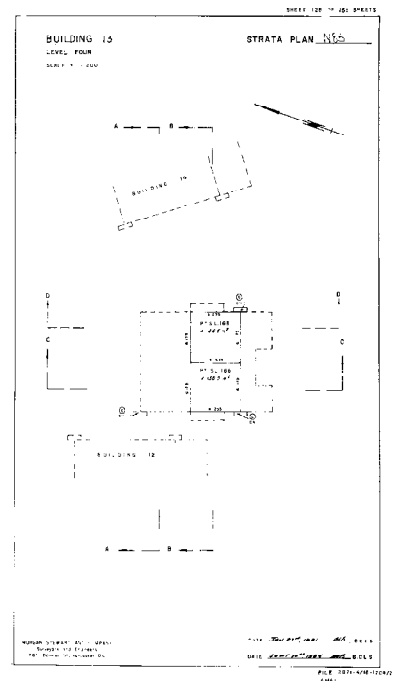
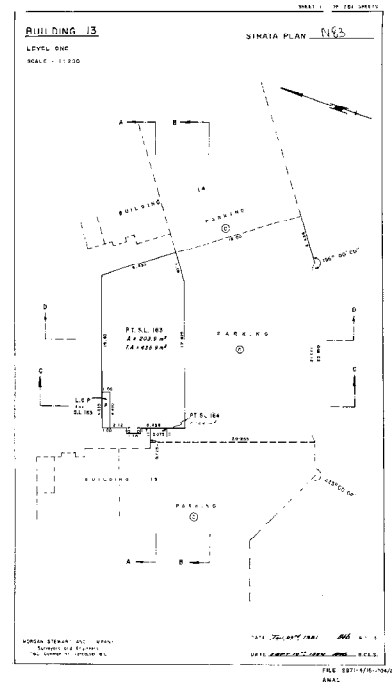


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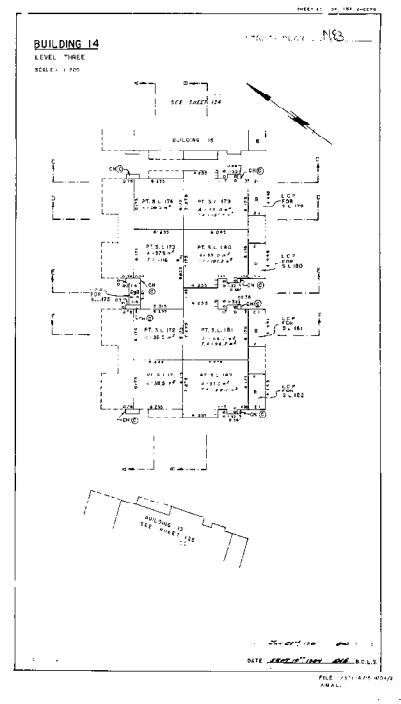
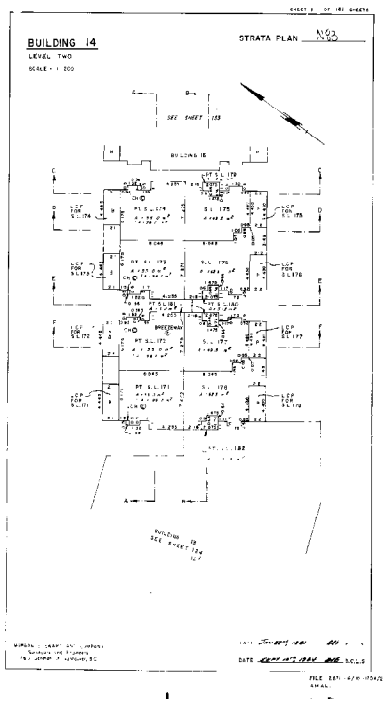
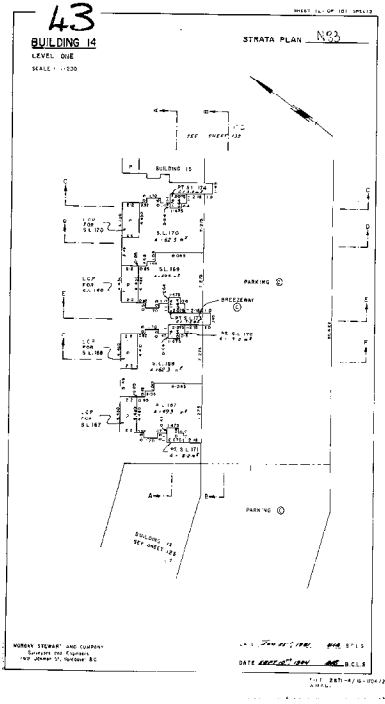




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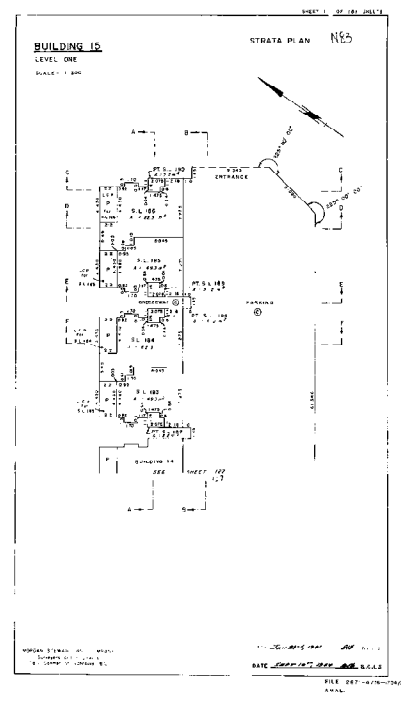
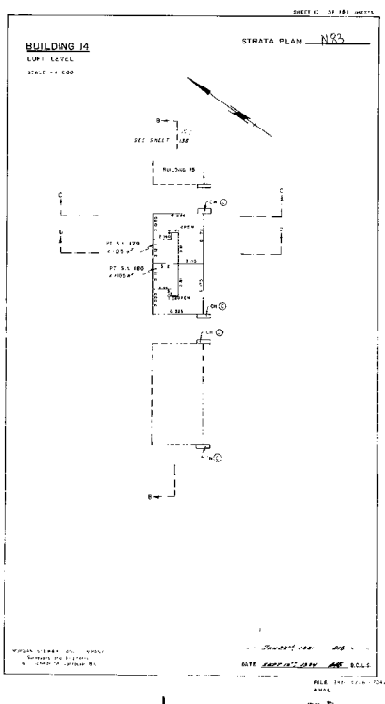
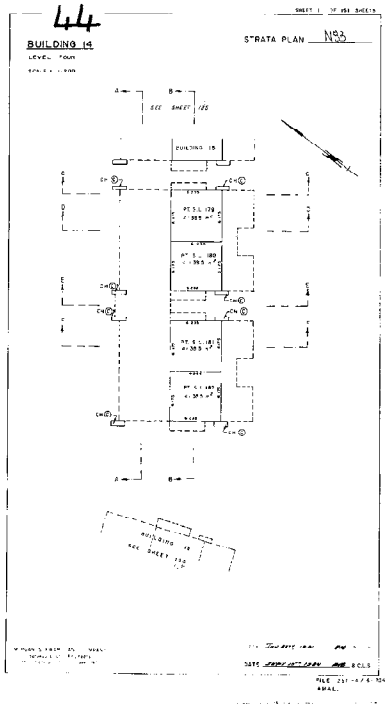
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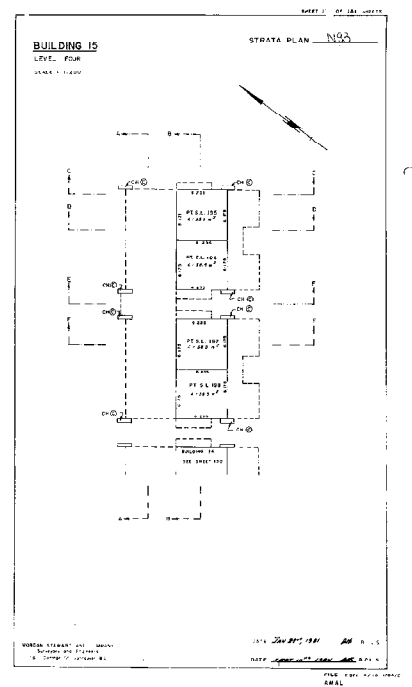
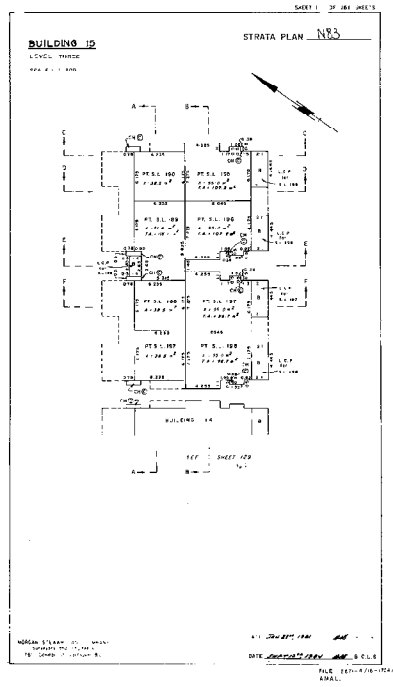
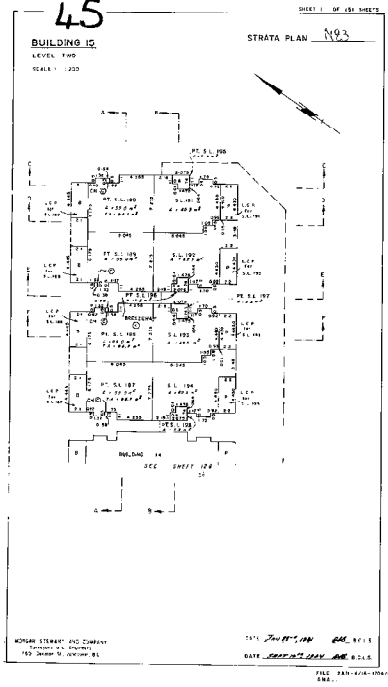
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Status: Filed

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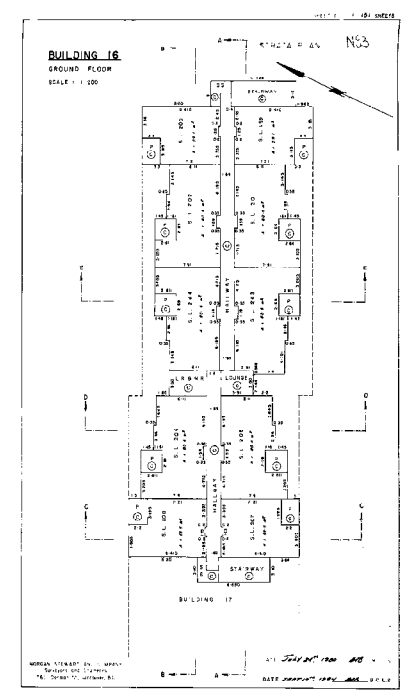
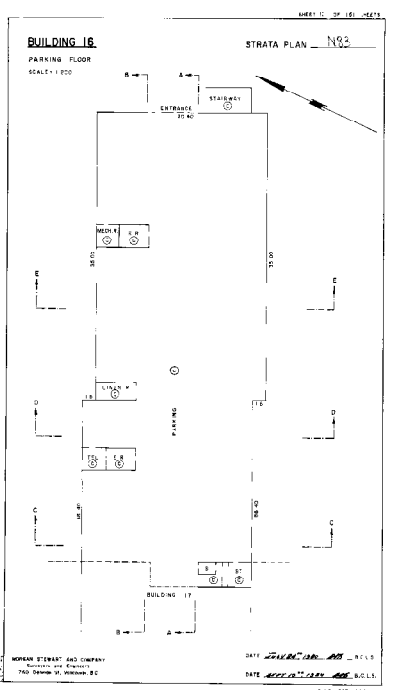
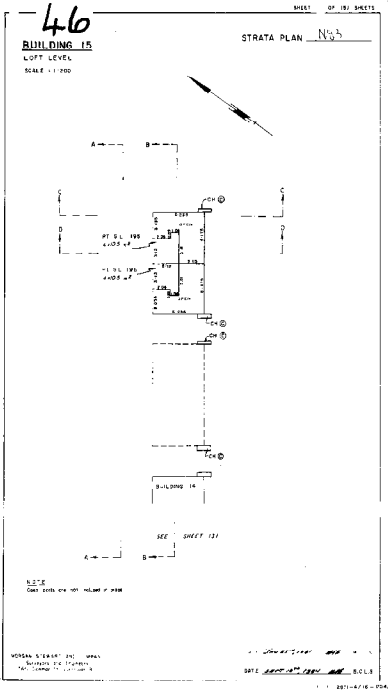


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Status: Filed

Plan # NES83 App # N/A Cof #

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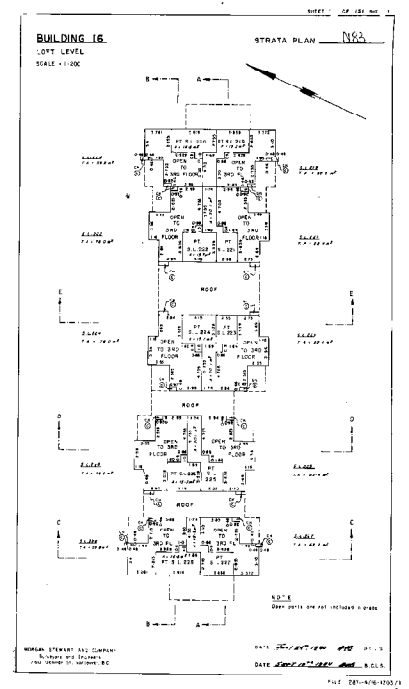
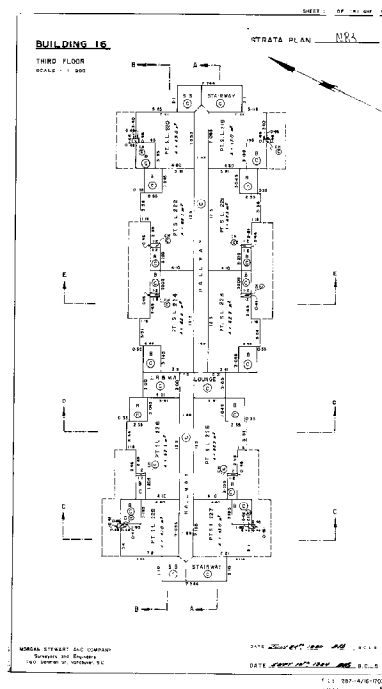
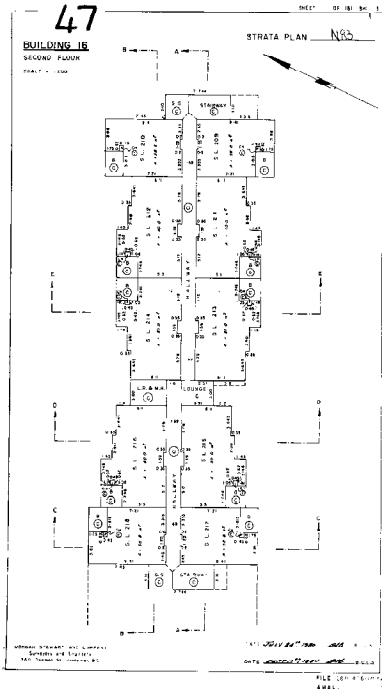


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Status: Filed

Plan #: NES83 Aco # NIA Crt #

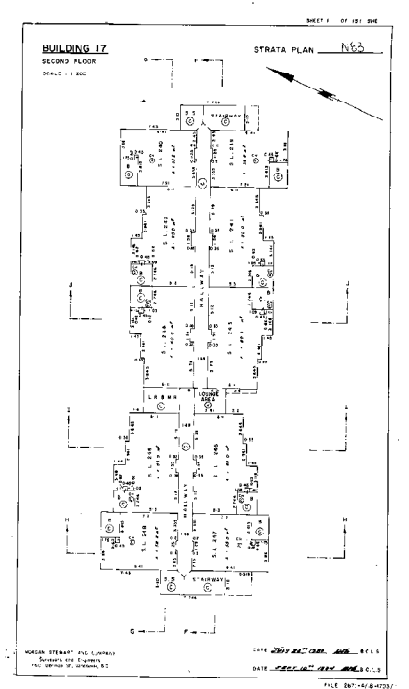
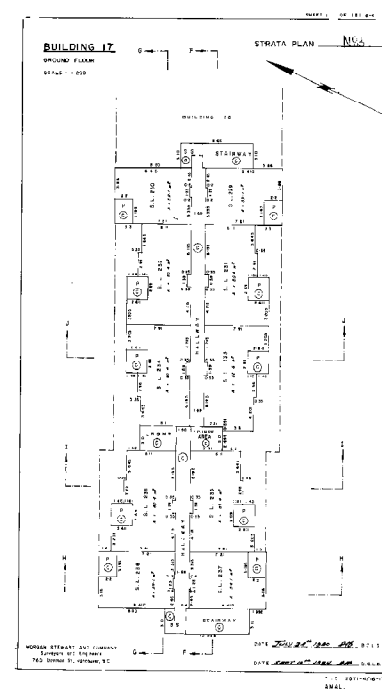
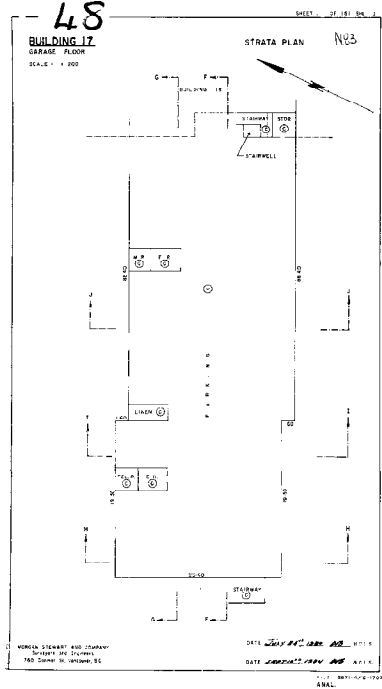
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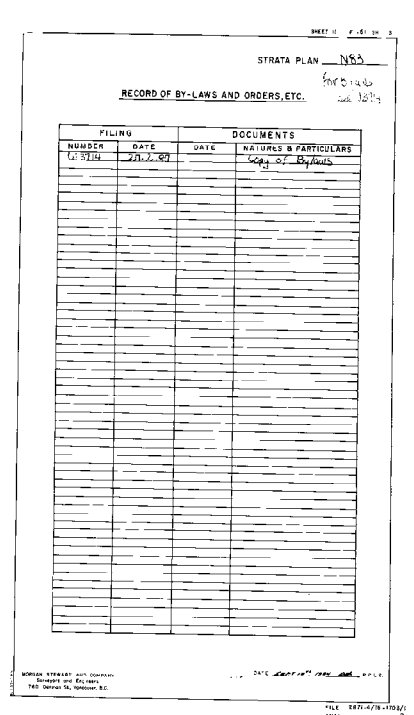
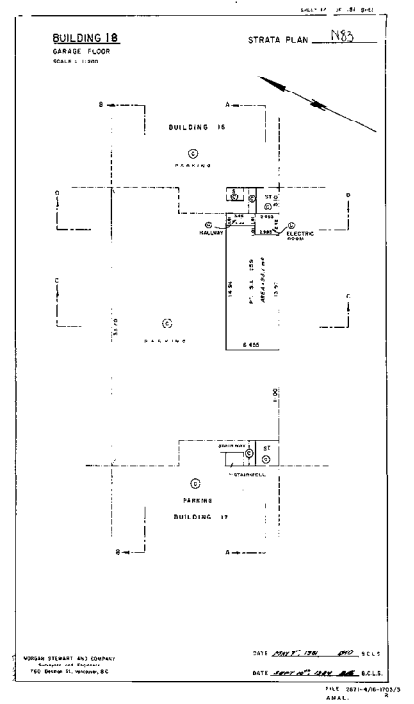


Status: Filed

Plan #: NES83 Aco # NIA Crt #

RCVD: 1998-02-05 ROST: 2020-01-17 12:12:44





[illegible]

Exhibit B
Interval Periods

2020

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan. 3-Jan.10	Jan. 4-Jan.11	Jan. 5-Jan.12
2	Jan.10-Jan.17	Jan.11-Jan.18	Jan.12-Jan.19
3	Jan.17-Jan.24	Jan.18-Jan.25	Jan.19-Jan.26
4	Jan.24-Jan.31	Jan.25-Feb.1	Jan.26-Feb.2
5	Jan.31-Feb.7	Feb.1-Feb.8	Feb.2-Feb.9
6	Feb.7-Feb.14	Feb.8-Feb.15	Feb.9-Feb.16
7	Feb.14-Feb.21	Feb.15-Feb.22	Feb.16-Feb.23
8	Feb.21-Feb.28	Feb.22-Feb.29	Feb.23-Mar.1
9	Feb.28-Mar.6	Feb.29-Mar.7	Mar.1-Mar.8
10	Mar.6-Mar.13	Mar.7-Mar.14	Mar.8-Mar.15
11	Mar.13-Mar.20	Mar.14-Mar.21	Mar.15-Mar.22
12	Mar.20-Mar.27	Mar.21-Mar.28	Mar.22-Mar.29
13	Mar.27-Apr.3	Mar.28-Apr.4	Mar.29-Apr.5
14	Apr.3-Apr.10	Apr.4-Apr.11	Apr.5-Apr.12
15	Apr.10-Apr.17	Apr.11-Apr.18	Apr.12-Apr.19
16	Apr.17-Apr.24	Apr.18-Apr.25	Apr.19-Apr.26
17	Apr.24-May 1	Apr.25-May 2	Apr.26-May 3
18	May 1-May 8	May 2-May 9	May 3-May 10
19	May 8-May 15	May 9-May 16	May 10-May 17
20	May 15-May 22	May 16-May 23	May 17-May 24
21	May 22-May 29	May 23-May 30	May 24-May 31
22	May 29-Jun.5	May 30-Jun.6	May 31-Jun.7
23	Jun.5-Jun.12	Jun.6-Jun.13	Jun.7-Jun.14
24	Jun.12-Jun.19	Jun.13-Jun.20	Jun.14-Jun.21
25	Jun.19-Jun.26	Jun.20-Jun.27	Jun.21-Jun.28
26	Jun.26-Jul.3	Jun.27-Jul.4	Jun.28-Jul.5
27	Jul.3-Jul.10	Jul.4-Jul.11	Jul.5-Jul.12
28	Jul.10-Jul.17	Jul.11-Jul.18	Jul.12-Jul.19
29	Jul.17-Jul.24	Jul.18-Jul.25	Jul.19-Jul.26
30	Jul.24-Jul.31	Jul.25-Aug.1	Jul.26-Aug.2
31	Jul.31-Aug.7	Aug.1-Aug.8	Aug.2-Aug.9
32	Aug.7-Aug.14	Aug.8-Aug.15	Aug.9-Aug.16
33	Aug.14-Aug.21	Aug.15-Aug.22	Aug.16-Aug.23
34	Aug.21-Aug.28	Aug.22-Aug.29	Aug.23-Aug.30
35	Aug.28-Sep.4	Aug.29-Sep.5	Aug.30-Sep.6
36	Sep.4-Sep.11	Sep.5-Sep.12	Sep.6-Sep.13
37	Sep.11-Sep.18	Sep.12-Sep.19	Sep.13-Sep.20
38	Sep.18-Sep.25	Sep.19-Sep.26	Sep.20-Sep.27
39	Sep.25-Oct.2	Sep.26-Oct.3	Sep.27-Oct.4
40	Oct.2-Oct.9	Oct.3-Oct.10	Oct.4-Oct.11
41	Oct.9-Oct.16	Oct.10-Oct.17	Oct.11-Oct.18
42	Oct.16-Oct.23	Oct.17-Oct.24	Oct.18-Oct.25
43	Oct.23-Oct.30	Oct.24-Oct.31	Oct.25-Nov.1
44	Oct.30-Nov.6	Oct.31-Nov.7	Nov.1-Nov.8
45	Nov.6-Nov.13	Nov.7-Nov.14	Nov.8-Nov.15
46	Nov.13-Nov.20	Nov.14-Nov.21	Nov.15-Nov.22
47	Nov.20-Nov.27	Nov.21-Nov.28	Nov.22-Nov.29
48	Nov.27-Dec.4	Nov.28-Dec.5	Nov.29-Dec.6
49	Dec.4-Dec.11	Dec.5-Dec.12	Dec.6-Dec.13
50	Dec.11-Dec.18	Dec.12-Dec.19	Dec.13-Dec.20
51	Dec.18-Dec.25	Dec.19-Dec.26	Dec.20-Dec.27
52	Dec.25-Jan.1	Dec.26-Jan.2	Dec.27-Jan.3
53	-----	-----	-----

2021

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.1-Jan.8	Jan.2-Jan.9	Jan.3-Jan.10
2	Jan.8-Jan.15	Jan.9-Jan.16	Jan.10-Jan.17
3	Jan.15-Jan.22	Jan.16-Jan.23	Jan.17-Jan.24
4	Jan.22-Jan.29	Jan.23-Jan.30	Jan.24-Jan.31
5	Jan.29-Feb.5	Jan.30-Feb.6	Jan.31-Feb.7
6	Feb.5-Feb.12	Feb.6-Feb.13	Feb.7-Feb.14
7	Feb.12-Feb.19	Feb.13-Feb.20	Feb.14-Feb.21
8	Feb.19-Feb.26	Feb.20-Feb.27	Feb.21-Feb.28
9	Feb.26-Mar.5	Feb.27-Mar.6	Feb.28-Mar.7
10	Mar.5-Mar.12	Mar.6-Mar.13	Mar.7-Mar.14
11	Mar.12-Mar.19	Mar.13-Mar.20	Mar.14-Mar.21
12	Mar.19-Mar.26	Mar.20-Mar.27	Mar.21-Mar.28
13	Mar.26-Apr.2	Mar.27-Apr.3	Mar.28-Apr.4
14	Apr.2-Apr.9	Apr.3-Apr.10	Apr.4-Apr.11
15	Apr.9-Apr.16	Apr.10-Apr.17	Apr.11-Apr.18
16	Apr.16-Apr.23	Apr.17-Apr.24	Apr.18-Apr.25
17	Apr.23-Apr.30	Apr.24-May 1	Apr.25-May 2
18	Apr.30-May 7	May 1-May 8	May 2-May 9
19	May 7-May 14	May 8-May 15	May 9-May 16
20	May 14-May 21	May 15-May 22	May 16-May 23
21	May 21-May 28	May 22-May 29	May 23-May 30
22	May 28-Jun.4	May 29-Jun.5	May 30-Jun.6
23	Jun.4-Jun.11	Jun.5-Jun.12	Jun.6-Jun.13
24	Jun.11-Jun.18	Jun.12-Jun.19	Jun.13-Jun.20
25	Jun.18-Jun.25	Jun.19-Jun.26	Jun.20-Jun.27
26	Jun.25-Jul.2	Jun.26-Jul.3	Jun.27-Jul.4
27	Jul.2-Jul.9	Jul.3-Jul.10	Jul.4-Jul.11
28	Jul.9-Jul.16	Jul.10-Jul.17	Jul.11-Jul.18
29	Jul.16-Jul.23	Jul.17-Jul.24	Jul.18-Jul.25
30	Jul.23-Jul.30	Jul.24-Jul.31	Jul.25-Aug.1
31	Jul.30-Aug.6	Jul.31-Aug.7	Aug.1-Aug.8
32	Aug.6-Aug.13	Aug.7-Aug.14	Aug.8-Aug.15
33	Aug.13-Aug.20	Aug.14-Aug.21	Aug.15-Aug.22
34	Aug.20-Aug.27	Aug.21-Aug.28	Aug.22-Aug.29
35	Aug.27-Sep.3	Aug.28-Sep.4	Aug.29-Sep.5
36	Sep.3-Sep.10	Sep.4-Sep.11	Sep.5-Sep.12
37	Sep.10-Sep.17	Sep.11-Sep.18	Sep.12-Sep.19
38	Sep.17-Sep.24	Sep.18-Sep.25	Sep.19-Sep.26
39	Sep.24-Oct.1	Sep.25-Oct.2	Sep.26-Oct.3
40	Oct.1-Oct.8	Oct.2-Oct.9	Oct.3-Oct.10
41	Oct.8-Oct.15	Oct.9-Oct.16	Oct.10-Oct.17
42	Oct.15-Oct.22	Oct.16-Oct.23	Oct.17-Oct.24
43	Oct.22-Oct.29	Oct.23-Oct.30	Oct.24-Oct.31
44	Oct.29-Nov.5	Oct.30-Nov.6	Oct.31-Nov.7
45	Nov.5-Nov.12	Nov.6-Nov.13	Nov.7-Nov.14
46	Nov.12-Nov.19	Nov.13-Nov.20	Nov.14-Nov.21
47	Nov.19-Nov.26	Nov.20-Nov.27	Nov.21-Nov.28
48	Nov.26-Dec.3	Nov.27-Dec.4	Nov.28-Dec.5
49	Dec.3-Dec.10	Dec.4-Dec.11	Dec.5-Dec.12
50	Dec.10-Dec.17	Dec.11-Dec.18	Dec.12-Dec.19
51	Dec.17-Dec.24	Dec.18-Dec.25	Dec.19-Dec.26
52	Dec.24-Dec.31	Dec.25-Jan.1	Dec.26-Jan.2
53	Dec.31-Jan.7	-----	-----

2022

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan. 7-Jan.14	Jan.1-Jan.8	Jan.2-Jan.9
2	Jan.14-Jan.21	Jan.8-Jan.15	Jan.9-Jan.16
3	Jan.21-Jan.28	Jan.15-Jan.22	Jan.16-Jan.23
4	Jan.28-Feb.4	Jan.22-Jan.29	Jan.23-Jan.30
5	Feb.4-Feb.11	Jan.29-Feb.5	Jan.30-Feb.6
6	Feb.11-Feb.18	Feb.5-Feb.12	Feb.6-Feb.13
7	Feb.18-Feb.25	Feb.12-Feb.19	Feb.13-Feb.20
8	Feb.25-Mar.4	Feb.19-Feb.26	Feb.20-Feb.27
9	Mar.4-Mar.11	Feb.26-Mar.5	Feb.27-Mar.6
10	Mar.11-Mar.18	Mar.5-Mar.12	Mar.6-Mar.13
11	Mar.18-Mar.25	Mar.12-Mar.19	Mar.13-Mar.20
12	Mar.25-Apr.1	Mar.19-Mar.26	Mar.20-Mar.27
13	Apr.1-Apr.8	Mar.26-Apr.2	Mar.27-Apr.3
14	Apr.8-Apr.15	Apr.2-Apr.9	Apr.3-Apr.10
15	Apr.15-Apr.22	Apr.9-Apr.16	Apr.10-Apr.17
16	Apr.22-Apr.29	Apr.16-Apr.23	Apr.17-Apr.24
17	Apr.29-May 6	Apr.23-Apr.30	Apr.24-May 1
18	May 6-May 13	Apr.30-May 7	May 1-May 8
19	May 13-May 20	May 7-May 14	May 8-May 15
20	May 20-May 27	May 14-May 21	May 15-May 22
21	May 27-Jun.3	May 21-May 28	May 22-May 29
22	Jun.3-Jun.10	May 28-Jun.4	May 29-Jun.5
23	Jun.10-Jun.17	Jun.4-Jun.11	Jun.5-Jun.12
24	Jun.17-Jun.24	Jun.11-Jun.18	Jun.12-Jun.19
25	Jun.24-Jul.1	Jun.18-Jun.25	Jun.19-Jun.26
26	Jul.1-Jul.8	Jun.25-Jul.2	Jun.26-Jul.3
27	Jul.8-Jul.15	Jul.2-Jul.9	Jul.3-Jul.10
28	Jul.15-Jul.22	Jul.9-Jul.16	Jul.10-Jul.17
29	Jul.22-Jul.29	Jul.16-Jul.23	Jul.17-Jul.24
30	Jul.29-Aug.5	Jul.23-Jul.30	Jul.24-Jul.31
31	Aug.5-Aug.12	Jul.30-Aug.6	Jul.31-Aug.7
32	Aug.12-Aug.19	Aug.6-Aug.13	Aug.7-Aug.14
33	Aug.19-Aug.26	Aug.13-Aug.20	Aug.14-Aug.21
34	Aug.26-Sep.2	Aug.20-Aug.27	Aug.21-Aug.28
35	Sep.2-Sep.9	Aug.27-Sep.3	Aug.28-Sep.4
36	Sep.9-Sep.16	Sep.3-Sep.10	Sep.4-Sep.11
37	Sep.16-Sep.23	Sep.10-Sep.17	Sep.11-Sep.18
38	Sep.23-Sep.30	Sep.17-Sep.24	Sep.18-Sep.25
39	Sep.30-Oct.7	Sep.24-Oct.1	Sep.25-Oct.2
40	Oct.7-Oct.14	Oct.1-Oct.8	Oct.2-Oct.9
41	Oct.14-Oct.21	Oct.8-Oct.15	Oct.9-Oct.16
42	Oct.21-Oct.28	Oct.15-Oct.22	Oct.16-Oct.23
43	Oct.28-Nov.4	Oct.22-Oct.29	Oct.23-Oct.30
44	Nov.4-Nov.11	Oct.29-Nov.5	Oct.30-Nov.6
45	Nov.11-Nov.18	Nov.5-Nov.12	Nov.6-Nov.13
46	Nov.18-Nov.25	Nov.12-Nov.19	Nov.13-Nov.20
47	Nov.25-Dec.2	Nov.19-Nov.26	Nov.20-Nov.27
48	Dec.2-Dec.9	Nov.26-Dec.3	Nov.27-Dec.4
49	Dec.9-Dec.16	Dec.3-Dec.10	Dec.4-Dec.11
50	Dec.16-Dec.23	Dec.10-Dec.17	Dec.11-Dec.18
51	Dec.23-Dec.30	Dec.17-Dec.24	Dec.18-Dec.25
52	Dec.30-Jan.6	Dec.24-Dec.31	Dec.25-Jan.1
53		Dec.31-Jan.7	

2023

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.6-Jan.13	Jan.7-Jan.14	Jan.1-Jan.8
2	Jan.13-Jan.20	Jan.14-Jan.21	Jan.8-Jan.15
3	Jan.20-Jan.27	Jan.21-Jan.28	Jan.15-Jan.22
4	Jan.27-Feb.3	Jan.28-Feb.4	Jan.22-Jan.29
5	Feb.3-Feb.10	Feb.4-Feb.11	Jan.29-Feb.5
6	Feb.10-Feb.17	Feb.11-Feb.18	Feb.5-Feb.12
7	Feb.17-Feb.24	Feb.18-Feb.25	Feb.12-Feb.19
8	Feb.24-Mar.3	Feb.25-Mar.4	Feb.19-Feb.26
9	Mar.3-Mar.10	Mar.4-Mar.11	Feb.26-Mar.5
10	Mar.10-Mar.17	Mar.11-Mar.18	Mar.5-Mar.12
11	Mar.17-Mar.24	Mar.18-Mar.25	Mar.12-Mar.19
12	Mar.24-Mar.31	Mar.25-Apr.1	Mar.19-Mar.26
13	Mar.31-Apr.7	Apr.1-Apr.8	Mar.26-Apr.2
14	Apr.7-Apr.14	Apr.8-Apr.15	Apr.2-Apr.9
15	Apr.14-Apr.21	Apr.15-Apr.22	Apr.9-Apr.16
16	Apr.21-Apr.28	Apr.22-Apr.29	Apr.16-Apr.23
17	Apr.28-May 5	Apr.29-May 6	Apr.23-Apr.30
18	May 5-May 12	May 6-May 13	Apr.30-May 7
19	May 12-May 19	May 13-May 20	May 7-May 14
20	May 19-May 26	May 20-May 27	May 14-May 21
21	May 26-Jun.2	May 27-Jun.3	May 21-May 28
22	Jun.2-Jun.9	Jun.3-Jun.10	May 28-Jun.4
23	Jun.9-Jun.16	Jun.10-Jun.17	Jun.4-Jun.11
24	Jun.16-Jun.23	Jun.17-Jun.24	Jun.11-Jun.18
25	Jun.23-Jun.30	Jun.24-Jul.1	Jun.18-Jun.25
26	Jun.30-Jul.7	Jul.1-Jul.8	Jun.25-Jul.2
27	Jul.7-Jul.14	Jul.8-Jul.15	Jul.2-Jul.9
28	Jul.14-Jul.21	Jul.15-Jul.22	Jul.9-Jul.16
29	Jul.21-Jul.28	Jul.22-Jul.29	Jul.16-Jul.23
30	Jul.28-Aug.4	Jul.29-Aug.5	Jul.23-Jul.30
31	Aug.4-Aug.11	Aug.5-Aug.12	Jul.30-Aug.6
32	Aug.11-Aug.18	Aug.12-Aug.19	Aug.6-Aug.13
33	Aug.18-Aug.25	Aug.19-Aug.26	Aug.13-Aug.20
34	Aug.25-Sep.1	Aug.26-Sep.2	Aug.20-Aug.27
35	Sep.1-Sep.8	Sep.2-Sep.9	Aug.27-Sep.3
36	Sep.8-Sep.15	Sep.9-Sep.16	Sep.3-Sep.10
37	Sep.15-Sep.22	Sep.16-Sep.23	Sep.10-Sep.17
38	Sep.22-Sep.29	Sep.23-Sep.30	Sep.17-Sep.24
39	Sep.29-Oct.6	Sep.30-Oct.7	Sep.24-Oct.1
40	Oct.6-Oct.13	Oct.7-Oct.14	Oct.1-Oct.8
41	Oct.13-Oct.20	Oct.14-Oct.21	Oct.8-Oct.15
42	Oct.20-Oct.27	Oct.21-Oct.28	Oct.15-Oct.22
43	Oct.27-Nov.3	Oct.28-Nov.4	Oct.22-Oct.29
44	Nov.3-Nov.10	Nov.4-Nov.11	Oct.29-Nov.5
45	Nov.10-Nov.17	Nov.11-Nov.18	Nov.5-Nov.12
46	Nov.17-Nov.24	Nov.18-Nov.25	Nov.12-Nov.19
47	Nov.24-Dec.1	Nov.25-Dec.2	Nov.19-Nov.26
48	Dec.1-Dec.8	Dec.2-Dec.9	Nov.26-Dec.3
49	Dec.8-Dec.15	Dec.9-Dec.16	Dec.3-Dec.10
50	Dec.15-Dec.22	Dec.16-Dec.23	Dec.10-Dec.17
51	Dec.22-Dec.29	Dec.23-Dec.30	Dec.17-Dec.24
52	Dec.29-Jan.5	Dec.30-Jan.6	Dec.24-Dec.31
53			Dec.31-Jan.7

2024

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.5-Jan.12	Jan.6-Jan.13	Jan.7-Jan.14
2	Jan.12-Jan.19	Jan.13-Jan.20	Jan.14-Jan.21
3	Jan.19-Jan.26	Jan.20-Jan.27	Jan.21-Jan.28
4	Jan.26-Feb.2	Jan.27-Feb.3	Jan.28-Feb.4
5	Feb.2-Feb.9	Feb.3-Feb.10	Feb.4-Feb.11
6	Feb.9-Feb.16	Feb.10-Feb.17	Feb.11-Feb.18
7	Feb.16-Feb.23	Feb.17-Feb.24	Feb.18-Feb.25
8	Feb.23-Mar.1	Feb.24-Mar.2	Feb.25-Mar.3
9	Mar.1-Mar.8	Mar.2-Mar.9	Mar.3-Mar.10
10	Mar.8-Mar.15	Mar.9-Mar.16	Mar.10-Mar.17
11	Mar.15-Mar.22	Mar.16-Mar.23	Mar.17-Mar.24
12	Mar.22-Mar.29	Mar.23-Mar.30	Mar.24-Mar.31
13	Mar.29-Apr.5	Mar.30-Apr.6	Mar.31-Apr.7
14	Apr.5-Apr.12	Apr.6-Apr.13	Apr.7-Apr.14
15	Apr.12-Apr.19	Apr.13-Apr.20	Apr.14-Apr.21
16	Apr.19-Apr.26	Apr.20-Apr.27	Apr.21-Apr.28
17	Apr.26-May 3	Apr.27-May 4	Apr.28-May 5
18	May 3-May 10	May 4-May 11	May 5-May 12
19	May 10-May 17	May 11-May 18	May 12-May 19
20	May 17-May 24	May 18-May 25	May 19-May 26
21	May 24-May 31	May 25-Jun.1	May 26-Jun.2
22	May 31-Jun.7	Jun.1-Jun.8	Jun.2-Jun.9
23	Jun.7-Jun.14	Jun.8-Jun.15	Jun.9-Jun.16
24	Jun.14-Jun.21	Jun.15-Jun.22	Jun.16-Jun.23
25	Jun.21-Jun.28	Jun.22-Jun.29	Jun.23-Jun.30
26	Jun.28-Jul.5	Jun.29-Jul.6	Jun.30-Jul.7
27	Jul.5-Jul.12	Jul.6-Jul.13	Jul.7-Jul.14
28	Jul.12-Jul.19	Jul.13-Jul.20	Jul.14-Jul.21
29	Jul.19-Jul.26	Jul.20-Jul.27	Jul.21-Jul.28
30	Jul.26-Aug.2	Jul.27-Aug.3	Jul.28-Aug.4
31	Aug.2-Aug.9	Aug.3-Aug.10	Aug.4-Aug.11
32	Aug.9-Aug.16	Aug.10-Aug.17	Aug.11-Aug.18
33	Aug.16-Aug.23	Aug.17-Aug.24	Aug.18-Aug.25
34	Aug.23-Aug.30	Aug.24-Aug.31	Aug.25-Sep.1
35	Aug.30-Sep.6	Aug.31-Sep.7	Sep.1-Sep.8
36	Sep.6-Sep.13	Sep.7-Sep.14	Sep.8-Sep.15
37	Sep.13-Sep.20	Sep.14-Sep.21	Sep.15-Sep.22
38	Sep.20-Sep.27	Sep.21-Sep.28	Sep.22-Sep.29
39	Sep.27-Oct.4	Sep.28-Oct.5	Sep.29-Oct.6
40	Oct.4-Oct.11	Oct.5-Oct.12	Oct.6-Oct.13
41	Oct.11-Oct.18	Oct.12-Oct.19	Oct.13-Oct.20
42	Oct.18-Oct.25	Oct.19-Oct.26	Oct.20-Oct.27
43	Oct.25-Nov.1	Oct.26-Nov.2	Oct.27-Nov.3
44	Nov.1-Nov.8	Nov.2-Nov.9	Nov.3-Nov.10
45	Nov.8-Nov.15	Nov.9-Nov.16	Nov.10-Nov.17
46	Nov.15-Nov.22	Nov.16-Nov.23	Nov.17-Nov.24
47	Nov.22-Nov.29	Nov.23-Nov.30	Nov.24-Dec.1
48	Nov.29-Dec.6	Nov.30-Dec.7	Dec.1-Dec.8
49	Dec.6-Dec.13	Dec.7-Dec.14	Dec.8-Dec.15
50	Dec.13-Dec.20	Dec.14-Dec.21	Dec.15-Dec.22
51	Dec.20-Dec.27	Dec.21-Dec.28	Dec.22-Dec.29
52	Dec.27-Jan.3	Dec.28-Jan.4	Dec.29-Jan.5
53			

2025

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.3-Jan.10	Jan.4-Jan.11	Jan.5-Jan.12
2	Jan.10-Jan.17	Jan.11-Jan.18	Jan.12-Jan.19
3	Jan.17-Jan.24	Jan.18-Jan.25	Jan.19-Jan.26
4	Jan.24-Jan.31	Jan.25-Feb.1	Jan.26-Feb.2
5	Jan.31-Feb.7	Feb.1-Feb.8	Feb.2-Feb.9
6	Feb.7-Feb.14	Feb.8-Feb.15	Feb.9-Feb.16
7	Feb.14-Feb.21	Feb.15-Feb.22	Feb.16-Feb.23
8	Feb.21-Feb.28	Feb.22-Mar.1	Feb.23-Mar.2
9	Feb.28-Mar.7	Mar.1-Mar.8	Mar.2-Mar.9
10	Mar.7-Mar.14	Mar.8-Mar.15	Mar.9-Mar.16
11	Mar.14-Mar.21	Mar.15-Mar.22	Mar.16-Mar.23
12	Mar.21-Mar.28	Mar.22-Mar.29	Mar.23-Mar.30
13	Mar.28-Apr.4	Mar.29-Apr.5	Mar.30-Apr.6
14	Apr.4-Apr.11	Apr.5-Apr.12	Apr.6-Apr.13
15	Apr.11-Apr.18	Apr.12-Apr.19	Apr.13-Apr.20
16	Apr.18-Apr.25	Apr.19-Apr.26	Apr.20-Apr.27
17	Apr.25-May 2	Apr.26-May 3	Apr.27-May 4
18	May 2-May 9	May 3-May 10	May 4-May 11
19	May 9-May 16	May 10-May 17	May 11-May 18
20	May 16-May 23	May 17-May 24	May 18-May 25
21	May 23-May 30	May 24-May 31	May 25-Jun.1
22	May 30-Jun.6	May 31-Jun.7	Jun.1-Jun.8
23	Jun.6-Jun.13	Jun.7-Jun.14	Jun.8-Jun.15
24	Jun.13-Jun.20	Jun.14-Jun.21	Jun.15-Jun.22
25	Jun.20-Jun.27	Jun.21-Jun.28	Jun.22-Jun.29
26	Jun.27-Jul.4	Jun.28-Jul.5	Jun.29-Jul.6
27	Jul.4-Jul.11	Jul.5-Jul.12	Jul.6-Jul.13
28	Jul.11-Jul.18	Jul.12-Jul.19	Jul.13-Jul.20
29	Jul.18-Jul.25	Jul.19-Jul.26	Jul.20-Jul.27
30	Jul.25-Aug.1	Jul.26-Aug.2	Jul.27-Aug.3
31	Aug.1-Aug.8	Aug.2-Aug.9	Aug.3-Aug.10
32	Aug.8-Aug.15	Aug.9-Aug.16	Aug.10-Aug.17
33	Aug.15-Aug.22	Aug.16-Aug.23	Aug.17-Aug.24
34	Aug.22-Aug.29	Aug.23-Aug.30	Aug.24-Aug.31
35	Aug.29-Sep.5	Aug.30-Sep.6	Aug.31-Sep.7
36	Sep.5-Sep.12	Sep.6-Sep.13	Sep.7-Sep.14
37	Sep.12-Sep.19	Sep.13-Sep.20	Sep.14-Sep.21
38	Sep.19-Sep.26	Sep.20-Sep.27	Sep.21-Sep.28
39	Sep.26-Oct.3	Sep.27-Oct.4	Sep.28-Oct.5
40	Oct.3-Oct.10	Oct.4-Oct.11	Oct.5-Oct.12
41	Oct.10-Oct.17	Oct.11-Oct.18	Oct.12-Oct.19
42	Oct.17-Oct.24	Oct.18-Oct.25	Oct.19-Oct.26
43	Oct.24-Oct.31	Oct.25-Nov.1	Oct.26-Nov.2
44	Oct.31-Nov.7	Nov.1-Nov.8	Nov.2-Nov.9
45	Nov.7-Nov.14	Nov.8-Nov.15	Nov.9-Nov.16
46	Nov.14-Nov.21	Nov.15-Nov.22	Nov.16-Nov.23
47	Nov.21-Nov.28	Nov.22-Nov.29	Nov.23-Nov.30
48	Nov.28-Dec.5	Nov.29-Dec.6	Nov.30-Dec.7
49	Dec.5-Dec.12	Dec.6-Dec.13	Dec.7-Dec.14
50	Dec.12-Dec.19	Dec.13-Dec.20	Dec.14-Dec.21
51	Dec.19-Dec.26	Dec.20-Dec.27	Dec.21-Dec.28
52	Dec.26-Jan.2	Dec.27-Jan.3	Dec.28-Jan.4
53			

Exhibit C
Form of Subscription Agreement

**PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE
SUBSCRIPTION AND VACATION INTERVAL AGREEMENT**

THIS AGREEMENT dated for reference _____, 20__, is made

BETWEEN

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

(the "Association");

AND

THE SUBSCRIBERS who are parties to this Agreement in accordance with the
provisions hereof

(the "Subscribers").

1. BASIC TERMS

This Section sets out the following Basic Terms applicable to this Subscriber's Agreement:

Subscriber:	
Subscriber's address:	
Subscriber's email address:	
Subscriber's Proportionate Share:	
Assigned Strata Lot/Unit No:	
Interval Week Period:	
Association's email address:	

2. SCHEDULES

The following Schedules are annexed to and form part of this Agreement:

Schedule 1: Interval Week Periods for First Five Years

3. LICENCE, AGENCY AND TERM

- 3.1 In consideration of the membership fees, if any, required to be paid by the Subscribers to the Association under the bylaws of the Association, other good and valuable consideration, and the payment of strata corporation fees paid by the Subscribers to the Association under Section 3.3, the Association hereby issues (i) collectively to all Subscribers the licence to access, occupy, use and rent out the Association Strata Lots for the purposes of operating a Time Share Plan, and (ii) individually, the exclusive license to access, occupy, use and rent out the Subscriber's Assigned Strata Lot during the Subscriber's Interval Week Period during the Term, on the terms and conditions contained in this Agreement.
- 3.2 Notwithstanding Section 3.6, the licences described in Section 3.1 will commence on the beginning of the first Occupancy Year under this Agreement.
- 3.3 The Subscribers will pay the fees levied by The Owners, Strata Plan N83 on the Association Strata Lots to the Association. These fees will be collected and remitted to the Association, or to the Strata Corporation on the direction of the Association, by the Manager as part of the Operating Costs pursuant to Section 7.1.
- 3.4 The Subscribers are participating together in a joint venture to operate the Time Share Plan, and each Subscriber hereby appoints the Association as their sole and exclusive agent for the purpose of retaining one or more Managers and such other third parties on their behalf that are necessary to manage, maintain and operate the Time Share Plan in accordance with the terms of this Agreement and the Management Agreement.
- 3.5 The Association may, on behalf of the Subscribers, enter into agreements with resort or vacation-related enterprises to rent out strata lots that are not Assigned Strata Lots or Interval Week Periods that are not a Subscriber's Interval Week Periods, whether through a Manager or directly, for the benefit of the Subscribers and the Time Share Plan.
- 3.6 This Agreement commences on the Commencement Date and ends on December 31, 2024, subject to any renewal pursuant to Section 3.7, unless terminated in accordance with the terms of this Agreement.
- 3.7 The term of each Agreement between the Association and a Subscriber will be automatically renewed for successive renewal terms of five years each unless the Association or that Subscriber provides written notice of their intention to not renew this Agreement on or before the date which is six months before the end of the initial term or any of the then renewal terms as the case may be, except that the Association may only give notice of its intention to not renew this Agreement with a Subscriber if such Subscriber is in default under this Agreement or the Association's bylaws. The renewal terms will be on all of the terms and conditions set out in this Agreement, unless the directors of the Association determine that the terms and conditions for a renewal term should be amended, in which case the renewal term will be on the amended terms and conditions that the Association provides notice of to all of the Subscribers at least eight

months before the end of the initial term or any of the then renewal terms as the case may be.

4. SUBSCRIBER'S OCCUPANCY RIGHTS

- 4.1 Each Subscriber has the right to occupy such Subscriber's Assigned Strata Lot during such Subscriber's Interval Week Period during the Term, on the terms and conditions contained in this Agreement. A Subscriber whose Assigned Strata Lot is for the 52nd Interval Week Period can occupy their Assigned Strata Lot until the end of their Interval Week Period(s) that immediately follow the expiry of the Term, as indicated in Schedule 1.
- 4.2 Each Subscriber must pay Occupancy Fees as levied by the Manager from time to time in accordance with this Agreement.
- 4.3 The first Operating Year under this Agreement will be the Operating Year commencing in 20____.
- 4.4 The first Occupancy Fee will be due for the Operating Year commencing in 20____.
- 4.5 Each Subscriber must pay that Subscriber's Proportionate Share of the Base Occupancy Fee for the Operating Year commencing in 20____ upon entering into this Agreement.

5. USE AND OCCUPANCY

- 5.1 Unless a Subscriber submits a request under Section 5.3, the Manager will reserve such Subscriber's Assigned Strata Lot for that Subscriber's use during that Subscriber's Interval Week Period in the coming Operating Year.
- 5.2 A Subscriber may from time to time participate in an external time share exchange program approved by the Manager, and use the Subscriber's Assigned Strata Lot for that purpose. The Subscriber will advise the Manager that it is participating in the time share exchange program at least 30 days in advance of its use of the Assigned Strata Lot for an Operating Year using the form or facility provided by the Manager from time to time.
- 5.3 Not later than 90 days before the first day of each Operating Year and using the form or facility provided by the Manager from time to time, a Subscriber may send to the Manager a request to occupy an Association Strata Lot during either the Subscriber's Interval Week Period or a different Interval Week Period, specifying the Strata Lot Type.
- 5.4 If a Subscriber submits a request pursuant to Section 5.3, the Manager will make reasonable efforts, subject to availability, to reserve an Association Strata Lot of the Strata Lot Type specified and for the Interval Week Period specified in that Subscriber's request. The Subscriber may be required to pay an upgrade fee if: (i) the Strata Lot Type requested is of greater value than the Assigned Strata Lot type; and (ii) the Interval Week Period requested is in the high season and the Subscriber's Interval Week Period is not during the high season.
- 5.5 A Subscriber can only list its Assigned Strata Lot for rental through the Manager. If a Subscriber wishes to have its Assigned Strata Lot rented out by the Manager for such Subscriber's Interval Week Period, the Manager may, at its discretion, choose to enter into a separate agreement with the Subscriber in order to rent out the Assigned Strata

Lot on its behalf. For greater certainty, a Subscriber may not list its Assigned Strata Lot for rental with any booking or advertising service or platform and no person sourced through such service or platform will be a Permitted Guest.

- 5.6 A Subscriber may, at any time up to one week before the first day of the Confirmed Occupancy Period, provide the Manager with the names and addresses of any Permitted Guests for the Confirmed Occupancy Period.
- 5.7 Each Subscriber and their respective Permitted Guests must use the Association Strata Lots for residential purposes only, and only for the number of persons specified from time to time by the Manager. A Subscriber's Permitted Guests may occupy such Subscriber's Assigned Strata Lot or the Association Strata Lot requested pursuant to Section 5.3 during the Confirmed Occupancy Period whether or not that Subscriber is in attendance. Each Subscriber will be liable for all acts of their respective Permitted Guests, and any loss, injury or damage caused or incurred by them.
- 5.8 Each Subscriber will not commit or permit waste or nuisance on such Subscriber's Assigned Strata Lot or the Association Strata Lot requested pursuant to Section 5.3 during the Confirmed Occupancy Period, nor permit any Association Strata Lot to be used in an unlawful manner or in breach of this Agreement or the bylaws, rules and regulations of The Owners, Strata Plan N83, or of the rules and regulations promulgated by the Manager from time to time, it being understood that the use is shared during the year with other Subscribers and a Subscriber has an obligation not to impair on another Subscriber's reasonable use and enjoyment of the Strata Lots.

6. MANAGEMENT OF TIME SHARE AND MANAGEMENT AGREEMENT

- 6.1 On behalf of the Subscribers, the Association shall retain a manager (the "Manager") as agent of the Subscribers for a term coextensive with this Agreement to perform all of the obligations of the Manager hereunder, with such obligations to be clearly described in the Management Agreement. Each Subscriber must abide by all provisions of the Management Agreement, except where this Agreement contradicts the Management Agreement, in which case the provisions of this Agreement will prevail.
- 6.2 The Manager will provide, or make provisions to provide, each Subscriber and their respective Permitted Guests with all keys and access control devices necessary to access the Subscriber's Assigned Strata Lot or Association Strata Lot requested pursuant to Section 5.3 during the Confirmed Occupancy Period. The Subscriber will not copy or permit any other person to copy any such key or access control device.
- 6.3 Each Subscriber will cause all keys and access control devices to be returned to the Manager and will cause the Subscriber's Assigned Strata Lot or the Association Strata Lot requested pursuant to Section 5.3 to be left in good and clean condition at the end of the Confirmed Occupancy Period.
- 6.4 The Association may engage such other third parties on behalf of the Subscribers that are necessary to manage, maintain and operate the Time Share Plan and, in doing so, may assign one or more, or part thereof, of the Manager's obligations to a third party.

7. OPERATING COSTS AND OCCUPANCY FEES

- 7.1 Each Subscriber will be responsible for and will pay as the Base Occupancy Fee hereunder that Subscriber's Proportionate Share of all costs, fees, charges,

assessments, outlays and reserves, which may be suffered, incurred, fixed, established and set aside by the Manager in respect of management, maintenance and operation of the Association Strata Lots, in respect of repairs and replacements required to keep the Association Strata Lots in a good state of repair and condition, in respect of operation of the Time Share Plan, and in respect of performance by the Manager of their duties under this Agreement or the Management Agreement, plus all applicable taxes (collectively, the “**Operating Costs**”), which will include, without limiting the generality of the foregoing, the following:

- (a) security, inspection, office operation, and salaries;
- (b) utilities including telecommunications, and including costs of installation and removal of equipment;
- (c) laundry, linen, guest supplies, and housekeeping supplies;
- (d) insurance;
- (e) strata corporation fees;
- (f) Village or common property amenity charges;
- (g) management fees of the Manager;
- (h) repair, maintenance and replacement of Association Strata Lot components as well as furniture, fixtures, and equipment located therein or on the common property;
- (i) resort services including check-in, check-out, front desk, and central reservation services;
- (j) services provided by the Manager to Subscribers and Permitted Guests and not recovered directly;
- (k) property taxes and other taxes;
- (l) costs of borrowing to pay unpaid operating costs of Subscribers in default, including interest and repayment of principal;
- (m) reasonable reserves, assessments, and contingency funds which the Manager may fix and establish pursuant to the Management Agreement, or otherwise, including a reserve to cover the periodic replacement of furniture, fixtures and equipment in the Association Strata Lots;
- (n) interest on amounts owing by a Subscriber to the Manager remaining unpaid 30 days after the due date, calculated monthly from the due date at the rate of 24 percent per annum.

7.2 The Base Occupancy Fee for each Operating Year will be estimated by the Manager and communicated in an Annual Notice of Assessment given to the Subscribers. If the Manager's estimate of expenditures changes from time to time, the Manager may issue a Supplementary Notice of Assessment setting out any changes and indicating the Additional Base Occupancy Fee levied against the Subscribers.

- 7.3 If there are Extraordinary Costs at any time, the Manager may invoice a Subscriber for those costs by way of a Supplementary Notice of Assessment. The Extraordinary Costs will be charged to each Subscriber on the basis of a Subscriber's Proportionate Share or, if approved by the Association, on an equal basis.
- 7.4 If there is Extraordinary Damage to a Subscriber's Assigned Strata Lot or an Association Strata Lot requested pursuant to Section 5.3 or to the premises generally that is caused by the Subscriber or the Subscriber's Permitted Guests, during a Subscriber's Confirmed Occupancy Period, the Manager may invoice that Subscriber for the cost of remediation by way of a Supplementary Notice of Assessment.
- 7.5 Each Subscriber will pay the amount indicated in any Annual or Supplementary Notice of Assessment within 30 days of receipt, and in the manner prescribed by the Annual or Supplementary Notice of Assessment.

8. DEFAULT BY SUBSCRIBER

- 8.1 If a Subscriber defaults under any obligation hereunder, including, without limitation, in making any payment hereunder when it is due, and does not remedy such default within 30 days after notice, then, in addition to any other remedy the Association, the Manager, or the other Subscribers may have at law or equity:
 - (a) the Association, or the Association on the direction of the Manager, may at any time thereafter, without notice to that Subscriber, terminate this Agreement between the Association and that Subscriber without being liable to prosecution or in damage therefor; or
 - (b) the right of that Subscriber to occupy any Association Strata Lot may be suspended until such default is remedied and during that suspension, the Manager may rent out that Subscriber's Assigned Strata Lot for that Subscriber's Interval Week Period for the benefit of the Time Share Plan.
- 8.2 In the event the Association exercises its remedies under Section 8.1 with respect to a defaulting Subscriber, such Subscriber and any of their Permitted Guests will be denied access to their Assigned Strata Lot, or, if applicable, will immediately vacate any Association Strata Lot currently occupied by them pursuant to this Agreement. The Association or the Manager may, as they deem necessary, remove or cause to be removed that Subscriber and any such Permitted Guests from any Association Strata Lot, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor.
- 8.3 In the event that the Association exercises its remedies under Section 8.1 with respect to a defaulting Subscriber:
 - (a) the Manager will be immediately entitled to collect payment of the Occupancy Fees levied up to the time of such exercise against such Subscriber, without prejudice to the Association or the Manager's ability to recover any other damages the Association or the Manager may be entitled at law or equity;
 - (b) in the event the Association terminates the Agreement, in addition to the amounts owing under paragraph (a), the Manager will be immediately entitled to collect as liquidated damages Occupancy Fees for the remaining Operating Years of the term of the Agreement, the Occupancy Fee per Operating Year will

be charged at the same rate as the Occupancy Fee during the year in which the Agreement is terminated; and

- (c) in the event the Association terminates the Agreement, the Association, or the Manager on behalf of the Association, is entitled to immediately seek out a third party to become a Subscriber under this Agreement for the previous Subscriber's Assigned Strata Lot during such previous Subscriber's Interval Week Period.

This Section 8.3 survives the termination of this Agreement.

9. SUBSCRIBER'S FAILURE TO VACATE

- 9.1 The Subscribers and any Permitted Guests must abide by the check-in and check-out procedures prescribed by the Manager pursuant to the Management Agreement.
- 9.2 If a Subscriber or any Permitted Guest of that Subscriber remains in occupation of any Association Strata Lot for a period of time longer than the Confirmed Occupancy Period, then for every day or fraction thereof during which such Subscriber or Permitted Guest remains in occupation, that Subscriber will be liable to pay a sum equal to two times the daily rental rate for the Assigned Strata Lot established from time to time by the Manager, as liquidated damages. Such sum will be payable to the Manager by that Subscriber on demand.
- 9.3 The Association and/or the Manager will not be liable to any Subscriber for any damages suffered by such Subscriber for any reason, including failure of another subscriber to vacate an Assigned Strata Lot in a timely fashion, or a suitable Association Strata Lot is not available during the Confirmed Occupancy Period.

10. ASSIGNMENT BY SUBSCRIBER

- 10.1 If a Subscriber is not then in default hereunder, that Subscriber is entitled, on receipt of the written consent of the Association which shall not be unreasonably withheld, to assign that Subscriber's interest in this Agreement. Any such assignment must be documented using the form of agreement specified by the Association from time to time.

11. TRANSMISSION OF SUBSCRIBER'S RIGHTS AND OBLIGATIONS

- 11.1 In the case of the death of a Subscriber, the legal personal representative of that Subscriber or, where there were two or more Subscribers for the same Interval Week Period of an Assigned Strata Lot, the surviving Subscriber will be the only person recognized by the Association as assuming the deceased's Subscriber's interest in this Agreement.
- 11.2 Before recognizing a person as a legal personal representative, the Association may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of death under which the legal personal representative is appointed or is acting.
- 11.3 The legal personal representative of a Subscriber has the same rights, privileges and obligations under this Agreement as the Subscriber, including the ability to transfer their interest in this Agreement pursuant to Section 10.1.

12. LIABILITY

- 12.1 The Subscribers agree that the Association and the Manager (whether individually or jointly and severally), including all of their respective directors, officers, employees and agents, will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by any Subscriber or by any person to whom a Subscriber is responsible or who is an invitee or guest of a Subscriber (in this Section, "Subscriber's Guests") who may be within an Association Strata Lot or the premises generally, or for any loss of, or damage to injury to, any property, including motor vehicles and contents thereof, belonging to any Subscriber or any Subscriber's Guest, whether or not caused by the negligence of the Association or Manager or their respective directors, officers, employees or agents, and each Subscriber hereby agrees, jointly and severally, to release, indemnify and save harmless the Association and Manager and their respective directors, officers, employees and agents from any such liability or responsibility.

13. SUBSCRIBER'S MEMBERSHIP IN ASSOCIATION

- 13.1 Each Subscriber hereby applies for membership in the Association and, without any further act, hereby becomes a member of the Association pursuant to the Association's bylaws under the *Societies Act* (British Columbia). For so long as a Subscriber is a member of the Association, that Subscriber will observe all of the bylaws, rules, orders, resolutions and assessments of the Association pursuant to its statutory and corporate authority.

14. INSPECTION, REPAIRS AND ALTERATIONS

- 14.1 The Manager and persons authorized by the Manager may enter any Association Strata Lot, including an Assigned Strata Lot, at all reasonable times to inspect, clean, and, when necessary, remove and replace furniture and equipment, and make such repairs and alterations as the Manager considers necessary.
- 14.2 The Subscribers will not make or permit to be made any alterations, additions, improvements, or changes in any Association Strata Lot, except in accordance with this Agreement.

15. NO REAL PROPERTY INTEREST

- 15.1 The Subscribers will not, by this Agreement or otherwise, acquire any real property interest in the Association Strata Lots or the Development; the Subscribers' interest hereunder being personal property only. As such, the Subscribers:
- (a) will not purport to effect any registration against title to any Association Strata Lot;
 - (b) have no right to attend or vote at any meeting of The Owners, Strata Plan N83, except if appointed as a representative under the Association's bylaws.

16. CHANGE OF ASSOCIATION STRATA LOTS

- 16.1 In the event that the directors determine that it is in the best interests of the Association to sell or otherwise dispose of one or more Association Strata Lots and one of the

Association Strata Lots that is sold or disposed of is an Assigned Strata Lot, the Association must assign new Association Strata Lots and new Interval Week Periods to the affected Subscribers. In making such assignment, the Association will take reasonable efforts to provide the affected Subscribers with Assigned Strata Lots of the same Strata Lot Type and with comparable Interval Week Periods as set out in the Basic Terms of the affected Subscribers' Agreements, unless requested otherwise by the affected Subscriber.

- 16.2 By agreement between a Subscriber and the Association, a Subscriber may be assigned another Association Strata Lot other than the Assigned Strata Lot and another Interval Week Period other than the one described in the Basic Terms of that Subscriber's Agreement. In addition, this may result in the days of the week that the Interval Week Period changing depending on whether the new Interval Week Period begins and ends on the same days of the week as the Interval Week Periods of the previous Association Strata Lot.

17. TERMINATION PRIOR TO END OF TERM

- 17.1 If the members of the Association pass a resolution to dissolve or liquidate the Association in accordance with the *Societies Act* (British Columbia), this Agreement will terminate after the expiry of 30 days from the date such resolution was passed, or in accordance with the time period prescribed by a resolution of the members of the Association. The Association is required to send notice to all Subscribers of such resolution within seven days of the resolution passing.

18. DISPUTE RESOLUTION

- 18.1 All disputes arising out of or in connection with this Agreement between the Association and a Subscriber (the "Participants"), which cannot be resolved through voluntary negotiation, will be first referred to mediation and the Participants will appoint a joint mediator.
- 18.2 If the Participants are not successful in resolving the dispute, including a dispute on the appointment of a joint mediator, by mediation (and in any event within a period of 30 days after the appointment of a mediator or such further period of time agreed to by the Participants), then the dispute will be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the *Arbitration Act* (British Columbia), as amended or replaced.
- 18.3 The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution will be conclusive, final and binding on the Participants.
- 18.4 All costs of any mediation or arbitration pursuant to this Article 18 will be borne equally by the Participants.
- 18.5 Notwithstanding any other sections in this Article 18, if a dispute arises between the Association and one or more Subscribers to this Agreement, the Association and those Subscribers may agree to resolve the dispute through a method other than the method described in this Article 18,, without amending this Article 18 in the Subscription Agreements between the Association and the other Subscribers.

19. MISCELLANEOUS PROVISIONS

- 19.1 Any waiver by the Association or Manager of a breach of a covenant or duty of the Subscribers hereunder will not constitute a waiver of any other breach by the Subscribers or of any subsequent breach of the same covenant or duty.
- 19.2 Notices hereunder to any Subscriber will be deemed given when deposited, postage prepaid, in a postal box in Canada and addressed to such Subscriber at the postal address set out in the Basic Terms or when sent to such Subscriber at the email address set out in the Basic Terms, or to such other postal or email address as that Subscriber may provide for that purpose pursuant to Section 19.3 from time to time.
- 19.3 Notices hereunder to the Association or Manager, other than a notice pursuant to Section 5.2 or 5.3, will be delivered to the registered office of the Association pursuant to the *Societies Act* (British Columbia) or by email at the email address set out in the Basic Terms, or to such other postal or email address as the Association or the Manager may provide for that purpose pursuant to Section 19.2 from time to time.
- 19.4 This Agreement will enure to the benefit and be binding upon the Association and its successors and assigns, and the Subscribers and their heirs, executors, administrators, successors and permitted assigns.
- 19.5 Time is of the essence of this Agreement.
- 19.6 There are no representations, warranties, guarantees, promises, or agreements in respect of the subject matter of this Agreement, other than those contained herein.
- 19.7 The singular includes the plural, the masculine gender includes the feminine and the neuter, and any reference to a party includes that party's heirs, executors, administrators, successors and permitted assigns.
- 19.8 If any party to this Agreement comprises more than one person, all covenants of that party hereunder will be construed as joint and several.
- 19.9 This Agreement is governed by and will be construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein.
- 19.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one original agreement. Delivery of an executed copy of this Agreement by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement by such party. This Agreement can be consented to and executed to by any party electronically through an online platform that requires the Subscriber to agree to accept the terms of this Agreement. Such acceptance by a party will be deemed to be execution and delivery of this Agreement to the other parties.

20. DEFINITIONS AND INTERPRETATION

- 20.1 When capitalized in this Agreement, the following terms have the meanings ascribed to them below.
 - (a) **"Additional Occupancy Fee"** means a Subscriber's Proportionate Share of any Extraordinary Costs levied from time to time by the Manager, together with any

amount assessed against that Subscriber on account of Extraordinary Damage from time to time, and any other amount assessed against that Subscriber from time to time hereunder.

- (b) **"Annual Notice of Assessment"** means a notice to be given to the Subscribers annually pursuant to Section 7.2.
- (c) **"Assigned Strata Lot"** means the Association Strata Lot specified in the Basic Terms, unless changed under Section 16.1 or 16.2.
- (d) **"Association Strata Lots"** means the strata lots within Strata Plan N83 owned by the Association from time to time and included within the Time Share Plan, together with all furniture, fixtures, and equipment located therein.
- (e) **"Base Occupancy Fee"** means a Subscriber's Proportionate Share of Operating Costs in respect of the Association Strata Lots and the Time Share Plan, as established by the Operating Budget adopted from time to time by the Manager and reflected in the Annual Notice of Assessment given to that Subscriber.
- (f) **"Commencement Date"** means _____, 20__.
- (g) **"Confirmed Occupancy Period"** means the Interval Week Period for which a Subscriber's occupancy is confirmed for any Operating Year pursuant to Section 5.1 or 5.3.
- (h) **"Development"** means the multi-building strata-titled development of which the Association Strata Lots form a part, known as Horsethief Lodge.
- (i) **"Extraordinary Costs"** means any costs, fees, expenses, and charges in addition to the Occupancy Costs that the Manager is permitted under the Management Agreement to invoice to the Subscribers.
- (j) **"Extraordinary Damage"** means all damage or loss to an Assigned Strata Lot or Association Strata Lot requested pursuant to Subsection 5.3 and/or any furniture, fixtures and equipment therein (including cleaning costs if the Manager reasonably determines that the Subscriber is in default of Section 6.3) during the Confirmed Occupancy Period caused by a Subscriber, a Permitted Guest, or a person permitted in the Assigned Strata Lot or Association Strata Lot requested pursuant to Subsection 5.3 by that Subscriber or a Permitted Guest, other than reasonable wear and tear, damage or loss caused by the negligence or omission of the Association or Manager, and damage or loss covered by policies of insurance maintained by the Association or the Manager.
- (k) **"Interval Week Period"** means a period of seven days less six hours, beginning at 4 pm Mountain Time on a Friday, Saturday or Sunday, and ending at 10 am Mountain Time on the following Friday, Saturday or Sunday. The beginning and ending day for a particular Association Strata Lot will be determined by regulation of the Manager. A regular Operating Year is divided into 52 Interval Week Periods, numbered consecutively from 1 to 52, each beginning and ending as stated in the preceding sentences. In some Operating Years, there will be a 53rd Interval Week Period, as indicated in Schedule 1.
- (l) **"Management Agreement"** means the agreement between the Association and the Manager from time to time, pursuant to which the Association, as agent of the

Subscribers, engages the Manager to manage the use, maintenance and rental of the Association Strata Lots under this Agreement and the Time Share Plan.

- (m) **"Manager"** means any management company having the experience required to manage, maintain and operate all or part of the Time Share Plan engaged by the Association from time to time on behalf of the Subscribers.
- (n) **"Occupancy Fees"** means the aggregate of Base Occupancy Fees and Additional Occupancy Fees payable hereunder from time to time, including interest payable thereon.
- (o) **"Operating Costs"** means the operating, maintenance and replacement costs, fees, expenses, and charges incurred by the Manager from time to time in managing the Time Share Plan.
- (p) **"Operating Year"** means the period commencing at 4 pm Mountain Time on the first Friday, Saturday or Sunday in January and ending at 10 am Mountain Time on the first Friday, Saturday or Sunday in the following January.
- (q) **"Permitted Guests"** means persons designated by a Subscriber to have use of that Subscriber's occupancy rights hereunder for some or all of the Confirmed Occupancy Period during a specified year.
- (r) **"Strata Lot Type"** means, in ascending order of value, studio, one bedroom, two bedroom, two bedroom with loft, and three bedroom.
- (s) **"Subscriber"** means the Subscriber identified herein, and **"Subscribers"** includes both the Subscriber and any other persons who have entered into this Agreement with the Association from time to time.
- (t) **"Subscriber's Interval Week Period"** means the specific Interval Week Period set out in the Basic Terms.
- (u) **"Subscriber's Proportionate Share"** means the proportionate share set out in the Basic Terms.
- (v) **"Supplementary Notice of Assessment"** means a notice which may be given to the Subscribers from time to time pursuant to Section 7.2 or 7.3.
- (w) **"Term"** means the term of this Agreement described in Section 3.6.
- (x) **"Time Share Plan"** means the regime structured by this Agreement, pursuant to which the Subscribers engage the Manager to manage the Subscribers' use of the Association Strata Lots and the rental of the Association Strata Lots to the public.

SCHEDULE 1

INTERVAL WEEKS FOR FIRST FIVE YEARS

[See the attached schedule]

2020

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.3-Jan.10	Jan.4-Jan.11	Jan.5-Jan.12
2	Jan.10-Jan.17	Jan.11-Jan.18	Jan.12-Jan.19
3	Jan.17-Jan.24	Jan.18-Jan.25	Jan.19-Jan.26
4	Jan.24-Jan.31	Jan.25-Feb.1	Jan.26-Feb.2
5	Jan.31-Feb.7	Feb.1-Feb.8	Feb.2-Feb.9
6	Feb.7-Feb.14	Feb.8-Feb.15	Feb.9-Feb.16
7	Feb.14-Feb.21	Feb.15-Feb.22	Feb.16-Feb.23
8	Feb.21-Feb.28	Feb.22-Feb.29	Feb.23-Mar.1
9	Feb.28-Mar.6	Feb.29-Mar.7	Mar.1-Mar.8
10	Mar.6-Mar.13	Mar.7-Mar.14	Mar.8-Mar.15
11	Mar.13-Mar.20	Mar.14-Mar.21	Mar.15-Mar.22
12	Mar.20-Mar.27	Mar.21-Mar.28	Mar.22-Mar.29
13	Mar.27-Apr.3	Mar.28-Apr.4	Mar.29-Apr.5
14	Apr.3-Apr.10	Apr.4-Apr.11	Apr.5-Apr.12
15	Apr.10-Apr.17	Apr.11-Apr.18	Apr.12-Apr.19
16	Apr.17-Apr.24	Apr.18-Apr.25	Apr.19-Apr.26
17	Apr.24-May 1	Apr.25-May 2	Apr.26-May 3
18	May 1-May 8	May 2-May 9	May 3-May 10
19	May 8-May 15	May 9-May 16	May 10-May 17
20	May 15-May 22	May 16-May 23	May 17-May 24
21	May 22-May 29	May 23-May 30	May 24-May 31
22	May 29-Jun.5	May 30-Jun.6	May 31-Jun.7
23	Jun.5-Jun.12	Jun.6-Jun.13	Jun.7-Jun.14
24	Jun.12-Jun.19	Jun.13-Jun.20	Jun.14-Jun.21
25	Jun.19-Jun.26	Jun.20-Jun.27	Jun.21-Jun.28
26	Jun.26-Jul.3	Jun.27-Jul.4	Jun.28-Jul.5
27	Jul.3-Jul.10	Jul.4-Jul.11	Jul.5-Jul.12
28	Jul.10-Jul.17	Jul.11-Jul.18	Jul.12-Jul.19
29	Jul.17-Jul.24	Jul.18-Jul.25	Jul.19-Jul.26
30	Jul.24-Jul.31	Jul.25-Aug.1	Jul.26-Aug.2
31	Jul.31-Aug.7	Aug.1-Aug.8	Aug.2-Aug.9
32	Aug.7-Aug.14	Aug.8-Aug.15	Aug.9-Aug.16
33	Aug.14-Aug.21	Aug.15-Aug.22	Aug.16-Aug.23
34	Aug.21-Aug.28	Aug.22-Aug.29	Aug.23-Aug.30
35	Aug.28-Sep.4	Aug.29-Sep.5	Aug.30-Sep.6
36	Sep.4-Sep.11	Sep.5-Sep.12	Sep.6-Sep.13
37	Sep.11-Sep.18	Sep.12-Sep.19	Sep.13-Sep.20
38	Sep.18-Sep.25	Sep.19-Sep.26	Sep.20-Sep.27
39	Sep.25-Oct.2	Sep.26-Oct.3	Sep.27-Oct.4
40	Oct.2-Oct.9	Oct.3-Oct.10	Oct.4-Oct.11
41	Oct.9-Oct.16	Oct.10-Oct.17	Oct.11-Oct.18
42	Oct.16-Oct.23	Oct.17-Oct.24	Oct.18-Oct.25
43	Oct.23-Oct.30	Oct.24-Oct.31	Oct.25-Nov.1
44	Oct.30-Nov.6	Oct.31-Nov.7	Nov.1-Nov.8
45	Nov.6-Nov.13	Nov.7-Nov.14	Nov.8-Nov.15
46	Nov.13-Nov.20	Nov.14-Nov.21	Nov.15-Nov.22
47	Nov.20-Nov.27	Nov.21-Nov.28	Nov.22-Nov.29
48	Nov.27-Dec.4	Nov.28-Dec.5	Nov.29-Dec.6
49	Dec.4-Dec.11	Dec.5-Dec.12	Dec.6-Dec.13
50	Dec.11-Dec.18	Dec.12-Dec.19	Dec.13-Dec.20
51	Dec.18-Dec.25	Dec.19-Dec.26	Dec.20-Dec.27
52	Dec.25-Jan.1	Dec.26-Jan.2	Dec.27-Jan.3
53			

2021

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.1-Jan.8	Jan.2-Jan.9	Jan.3-Jan.10
2	Jan.8-Jan.15	Jan.9-Jan.16	Jan.10-Jan.17
3	Jan.15-Jan.22	Jan.16-Jan.23	Jan.17-Jan.24
4	Jan.22-Jan.29	Jan.23-Jan.30	Jan.24-Jan.31
5	Jan.29-Feb.5	Jan.30-Feb.6	Jan.31-Feb.7
6	Feb.5-Feb.12	Feb.6-Feb.13	Feb.7-Feb.14
7	Feb.12-Feb.19	Feb.13-Feb.20	Feb.14-Feb.21
8	Feb.19-Feb.26	Feb.20-Feb.27	Feb.21-Feb.28
9	Feb.26-Mar.5	Feb.27-Mar.6	Feb.28-Mar.7
10	Mar.5-Mar.12	Mar.6-Mar.13	Mar.7-Mar.14
11	Mar.12-Mar.19	Mar.13-Mar.20	Mar.14-Mar.21
12	Mar.19-Mar.26	Mar.20-Mar.27	Mar.21-Mar.28
13	Mar.26-Apr.2	Mar.27-Apr.3	Mar.28-Apr.4
14	Apr.2-Apr.9	Apr.3-Apr.10	Apr.4-Apr.11
15	Apr.9-Apr.16	Apr.10-Apr.17	Apr.11-Apr.18
16	Apr.16-Apr.23	Apr.17-Apr.24	Apr.18-Apr.25
17	Apr.23-Apr.30	Apr.24-May 1	Apr.25-May 2
18	Apr.30-May 7	May 1-May 8	May 2-May 9
19	May 7-May 14	May 8-May 15	May 9-May 16
20	May 14-May 21	May 15-May 22	May 16-May 23
21	May 21-May 28	May 22-May 29	May 23-May 30
22	May 28-Jun.4	May 29-Jun.5	May 30-Jun.6
23	Jun.4-Jun.11	Jun.5-Jun.12	Jun.6-Jun.13
24	Jun.11-Jun.18	Jun.12-Jun.19	Jun.13-Jun.20
25	Jun.18-Jun.25	Jun.19-Jun.26	Jun.20-Jun.27
26	Jun.25-Jul.2	Jun.26-Jul.3	Jun.27-Jul.4
27	Jul.2-Jul.9	Jul.3-Jul.10	Jul.4-Jul.11
28	Jul.9-Jul.16	Jul.10-Jul.17	Jul.11-Jul.18
29	Jul.16-Jul.23	Jul.17-Jul.24	Jul.18-Jul.25
30	Jul.23-Jul.30	Jul.24-Jul.31	Jul.25-Aug.1
31	Jul.30-Aug.6	Jul.31-Aug.7	Aug.1-Aug.8
32	Aug.6-Aug.13	Aug.7-Aug.14	Aug.8-Aug.15
33	Aug.13-Aug.20	Aug.14-Aug.21	Aug.15-Aug.22
34	Aug.20-Aug.27	Aug.21-Aug.28	Aug.22-Aug.29
35	Aug.27-Sep.3	Aug.28-Sep.4	Aug.29-Sep.5
36	Sep.3-Sep.10	Sep.4-Sep.11	Sep.5-Sep.12
37	Sep.10-Sep.17	Sep.11-Sep.18	Sep.12-Sep.19
38	Sep.17-Sep.24	Sep.18-Sep.25	Sep.19-Sep.26
39	Sep.24-Oct.1	Sep.25-Oct.2	Sep.26-Oct.3
40	Oct.1-Oct.8	Oct.2-Oct.9	Oct.3-Oct.10
41	Oct.8-Oct.15	Oct.9-Oct.16	Oct.10-Oct.17
42	Oct.15-Oct.22	Oct.16-Oct.23	Oct.17-Oct.24
43	Oct.22-Oct.29	Oct.23-Oct.30	Oct.24-Oct.31
44	Oct.29-Nov.5	Oct.30-Nov.6	Oct.31-Nov.7
45	Nov.5-Nov.12	Nov.6-Nov.13	Nov.7-Nov.14
46	Nov.12-Nov.19	Nov.13-Nov.20	Nov.14-Nov.21
47	Nov.19-Nov.26	Nov.20-Nov.27	Nov.21-Nov.28
48	Nov.26-Dec.3	Nov.27-Dec.4	Nov.28-Dec.5
49	Dec.3-Dec.10	Dec.4-Dec.11	Dec.5-Dec.12
50	Dec.10-Dec.17	Dec.11-Dec.18	Dec.12-Dec.19
51	Dec.17-Dec.24	Dec.18-Dec.25	Dec.19-Dec.26
52	Dec.24-Dec.31	Dec.25-Jan.1	Dec.26-Jan.2
53	Dec.31-Jan.7		

2022

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.7-Jan.14	Jan.1-Jan.8	Jan.2-Jan.9
2	Jan.14-Jan.21	Jan.8-Jan.15	Jan.9-Jan.16
3	Jan.21-Jan.28	Jan.15-Jan.22	Jan.16-Jan.23
4	Jan.28-Feb.4	Jan.22-Jan.29	Jan.23-Jan.30
5	Feb.4-Feb.11	Jan.29-Feb.5	Jan.30-Feb.6
6	Feb.11-Feb.18	Feb.5-Feb.12	Feb.6-Feb.13
7	Feb.18-Feb.25	Feb.12-Feb.19	Feb.13-Feb.20
8	Feb.25-Mar.4	Feb.19-Feb.26	Feb.20-Feb.27
9	Mar.4-Mar.11	Feb.26-Mar.5	Feb.27-Mar.6
10	Mar.11-Mar.18	Mar.5-Mar.12	Mar.6-Mar.13
11	Mar.18-Mar.25	Mar.12-Mar.19	Mar.13-Mar.20
12	Mar.25-Apr.1	Mar.19-Mar.26	Mar.20-Mar.27
13	Apr.1-Apr.8	Mar.26-Apr.2	Mar.27-Apr.3
14	Apr.8-Apr.15	Apr.2-Apr.9	Apr.3-Apr.10
15	Apr.15-Apr.22	Apr.9-Apr.16	Apr.10-Apr.17
16	Apr.22-Apr.29	Apr.16-Apr.23	Apr.17-Apr.24
17	Apr.29-May 6	Apr.23-Apr.30	Apr.24-May 1
18	May 6-May 13	Apr.30-May 7	May 1-May 8
19	May 13-May 20	May 7-May 14	May 8-May 15
20	May 20-May 27	May 14-May 21	May 15-May 22
21	May 27-Jun.3	May 21-May 28	May 22-May 29
22	Jun.3-Jun.10	May 28-Jun.4	May 29-Jun.5
23	Jun.10-Jun.17	Jun.4-Jun.11	Jun.5-Jun.12
24	Jun.17-Jun.24	Jun.11-Jun.18	Jun.12-Jun.19
25	Jun.24-Jul.1	Jun.18-Jun.25	Jun.19-Jun.26
26	Jul.1-Jul.8	Jun.25-Jul.2	Jun.26-Jul.3
27	Jul.8-Jul.15	Jul.2-Jul.9	Jul.3-Jul.10
28	Jul.15-Jul.22	Jul.9-Jul.16	Jul.10-Jul.17
29	Jul.22-Jul.29	Jul.16-Jul.23	Jul.17-Jul.24
30	Jul.29-Aug.5	Jul.23-Jul.30	Jul.24-Jul.31
31	Aug.5-Aug.12	Jul.30-Aug.6	Jul.31-Aug.7
32	Aug.12-Aug.19	Aug.6-Aug.13	Aug.7-Aug.14
33	Aug.19-Aug.26	Aug.13-Aug.20	Aug.14-Aug.21
34	Aug.26-Sep.2	Aug.20-Aug.27	Aug.21-Aug.28
35	Sep.2-Sep.9	Aug.27-Sep.3	Aug.28-Sep.4
36	Sep.9-Sep.16	Sep.3-Sep.10	Sep.4-Sep.11
37	Sep.16-Sep.23	Sep.10-Sep.17	Sep.11-Sep.18
38	Sep.23-Sep.30	Sep.17-Sep.24	Sep.18-Sep.25
39	Sep.30-Oct.7	Sep.24-Oct.1	Sep.25-Oct.2
40	Oct.7-Oct.14	Oct.1-Oct.8	Oct.2-Oct.9
41	Oct.14-Oct.21	Oct.8-Oct.15	Oct.9-Oct.16
42	Oct.21-Oct.28	Oct.15-Oct.22	Oct.16-Oct.23
43	Oct.28-Nov.4	Oct.22-Oct.29	Oct.23-Oct.30
44	Nov.4-Nov.11	Oct.29-Nov.5	Oct.30-Nov.6
45	Nov.11-Nov.18	Nov.5-Nov.12	Nov.6-Nov.13
46	Nov.18-Nov.25	Nov.12-Nov.19	Nov.13-Nov.20
47	Nov.25-Dec.2	Nov.19-Nov.26	Nov.20-Nov.27
48	Dec.2-Dec.9	Nov.26-Dec.3	Nov.27-Dec.4
49	Dec.9-Dec.16	Dec.3-Dec.10	Dec.4-Dec.11
50	Dec.16-Dec.23	Dec.10-Dec.17	Dec.11-Dec.18
51	Dec.23-Dec.30	Dec.17-Dec.24	Dec.18-Dec.25
52	Dec.30-Jan.6	Dec.24-Dec.31	Dec.25-Jan.1
53		Dec.31-Jan.7	

2023

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.6-Jan.13	Jan.7-Jan.14	Jan.1-Jan.8
2	Jan.13-Jan.20	Jan.14-Jan.21	Jan.8-Jan.15
3	Jan.20-Jan.27	Jan.21-Jan.28	Jan.15-Jan.22
4	Jan.27-Feb.3	Jan.28-Feb.4	Jan.22-Jan.29
5	Feb.3-Feb.10	Feb.4-Feb.11	Jan.29-Feb.5
6	Feb.10-Feb.17	Feb.11-Feb.18	Feb.5-Feb.12
7	Feb.17-Feb.24	Feb.18-Feb.25	Feb.12-Feb.19
8	Feb.24-Mar.3	Feb.25-Mar.4	Feb.19-Feb.26
9	Mar.3-Mar.10	Mar.4-Mar.11	Feb.26-Mar.5
10	Mar.10-Mar.17	Mar.11-Mar.18	Mar.5-Mar.12
11	Mar.17-Mar.24	Mar.18-Mar.25	Mar.12-Mar.19
12	Mar.24-Mar.31	Mar.25-Apr.1	Mar.19-Mar.26
13	Mar.31-Apr.7	Apr.1-Apr.8	Mar.26-Apr.2
14	Apr.7-Apr.14	Apr.8-Apr.15	Apr.2-Apr.9
15	Apr.14-Apr.21	Apr.15-Apr.22	Apr.9-Apr.16
16	Apr.21-Apr.28	Apr.22-Apr.29	Apr.16-Apr.23
17	Apr.28-May 5	Apr.29-May 6	Apr.23-Apr.30
18	May 5-May 12	May 6-May 13	Apr.30-May 7
19	May 12-May 19	May 13-May 20	May 7-May 14
20	May 19-May 26	May 20-May 27	May 14-May 21
21	May 26-Jun.2	May 27-Jun.3	May 21-May 28
22	Jun.2-Jun.9	Jun.3-Jun.10	May 28-Jun.4
23	Jun.9-Jun.16	Jun.10-Jun.17	Jun.4-Jun.11
24	Jun.16-Jun.23	Jun.17-Jun.24	Jun.11-Jun.18
25	Jun.23-Jun.30	Jun.24-Jul.1	Jun.18-Jun.25
26	Jun.30-Jul.7	Jul.1-Jul.8	Jun.25-Jul.2
27	Jul.7-Jul.14	Jul.8-Jul.15	Jul.2-Jul.9
28	Jul.14-Jul.21	Jul.15-Jul.22	Jul.9-Jul.16
29	Jul.21-Jul.28	Jul.22-Jul.29	Jul.16-Jul.23
30	Jul.28-Aug.4	Jul.29-Aug.5	Jul.23-Jul.30
31	Aug.4-Aug.11	Aug.5-Aug.12	Jul.30-Aug.6
32	Aug.11-Aug.18	Aug.12-Aug.19	Aug.6-Aug.13
33	Aug.18-Aug.25	Aug.19-Aug.26	Aug.13-Aug.20
34	Aug.25-Sep.1	Aug.26-Sep.2	Aug.20-Aug.27
35	Sep.1-Sep.8	Sep.2-Sep.9	Aug.27-Sep.3
36	Sep.8-Sep.15	Sep.9-Sep.16	Sep.3-Sep.10
37	Sep.15-Sep.22	Sep.16-Sep.23	Sep.10-Sep.17
38	Sep.22-Sep.29	Sep.23-Sep.30	Sep.17-Sep.24
39	Sep.29-Oct.6	Sep.30-Oct.7	Sep.24-Oct.1
40	Oct.6-Oct.13	Oct.7-Oct.14	Oct.1-Oct.8
41	Oct.13-Oct.20	Oct.14-Oct.21	Oct.8-Oct.15
42	Oct.20-Oct.27	Oct.21-Oct.28	Oct.15-Oct.22
43	Oct.27-Nov.3	Oct.28-Nov.4	Oct.22-Oct.29
44	Nov.3-Nov.10	Nov.4-Nov.11	Oct.29-Nov.5
45	Nov.10-Nov.17	Nov.11-Nov.18	Nov.5-Nov.12
46	Nov.17-Nov.24	Nov.18-Nov.25	Nov.12-Nov.19
47	Nov.24-Dec.1	Nov.25-Dec.2	Nov.19-Nov.26
48	Dec.1-Dec.8	Dec.2-Dec.9	Nov.26-Dec.3
49	Dec.8-Dec.15	Dec.9-Dec.16	Dec.3-Dec.10
50	Dec.15-Dec.22	Dec.16-Dec.23	Dec.10-Dec.17
51	Dec.22-Dec.29	Dec.23-Dec.30	Dec.17-Dec.24
52	Dec.29-Jan.5	Dec.30-Jan.6	Dec.24-Dec.31
53			Dec.31-Jan.7

2024

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.5-Jan.12	Jan.6-Jan.13	Jan.7-Jan.14
2	Jan.12-Jan.19	Jan.13-Jan.20	Jan.14-Jan.21
3	Jan.19-Jan.26	Jan.20-Jan.27	Jan.21-Jan.28
4	Jan.26-Feb.2	Jan.27-Feb.3	Jan.28-Feb.4
5	Feb.2-Feb.9	Feb.3-Feb.10	Feb.4-Feb.11
6	Feb.9-Feb.16	Feb.10-Feb.17	Feb.11-Feb.18
7	Feb.16-Feb.23	Feb.17-Feb.24	Feb.18-Feb.25
8	Feb.23-Mar.1	Feb.24-Mar.2	Feb.25-Mar.3
9	Mar.1-Mar.8	Mar.2-Mar.9	Mar.3-Mar.10
10	Mar.8-Mar.15	Mar.9-Mar.16	Mar.10-Mar.17
11	Mar.15-Mar.22	Mar.16-Mar.23	Mar.17-Mar.24
12	Mar.22-Mar.29	Mar.23-Mar.30	Mar.24-Mar.31
13	Mar.29-Apr.5	Mar.30-Apr.6	Mar.31-Apr.7
14	Apr.5-Apr.12	Apr.6-Apr.13	Apr.7-Apr.14
15	Apr.12-Apr.19	Apr.13-Apr.20	Apr.14-Apr.21
16	Apr.19-Apr.26	Apr.20-Apr.27	Apr.21-Apr.28
17	Apr.26-May 3	Apr.27-May 4	Apr.28-May 5
18	May 3-May 10	May 4-May 11	May 5-May 12
19	May 10-May 17	May 11-May 18	May 12-May 19
20	May 17-May 24	May 18-May 25	May 19-May 26
21	May 24-May 31	May 25-Jun.1	May 26-Jun.2
22	May 31-Jun.7	Jun.1-Jun.8	Jun.2-Jun.9
23	Jun.7-Jun.14	Jun.8-Jun.15	Jun.9-Jun.16
24	Jun.14-Jun.21	Jun.15-Jun.22	Jun.16-Jun.23
25	Jun.21-Jun.28	Jun.22-Jun.29	Jun.23-Jun.30
26	Jun.28-Jul.5	Jun.29-Jul.6	Jun.30-Jul.7
27	Jul.5-Jul.12	Jul.6-Jul.13	Jul.7-Jul.14
28	Jul.12-Jul.19	Jul.13-Jul.20	Jul.14-Jul.21
29	Jul.19-Jul.26	Jul.20-Jul.27	Jul.21-Jul.28
30	Jul.26-Aug.2	Jul.27-Aug.3	Jul.28-Aug.4
31	Aug.2-Aug.9	Aug.3-Aug.10	Aug.4-Aug.11
32	Aug.9-Aug.16	Aug.10-Aug.17	Aug.11-Aug.18
33	Aug.16-Aug.23	Aug.17-Aug.24	Aug.18-Aug.25
34	Aug.23-Aug.30	Aug.24-Aug.31	Aug.25-Sep.1
35	Aug.30-Sep.6	Aug.31-Sep.7	Sep.1-Sep.8
36	Sep.6-Sep.13	Sep.7-Sep.14	Sep.8-Sep.15
37	Sep.13-Sep.20	Sep.14-Sep.21	Sep.15-Sep.22
38	Sep.20-Sep.27	Sep.21-Sep.28	Sep.22-Sep.29
39	Sep.27-Oct.4	Sep.28-Oct.5	Sep.29-Oct.6
40	Oct.4-Oct.11	Oct.5-Oct.12	Oct.6-Oct.13
41	Oct.11-Oct.18	Oct.12-Oct.19	Oct.13-Oct.20
42	Oct.18-Oct.25	Oct.19-Oct.26	Oct.20-Oct.27
43	Oct.25-Nov.1	Oct.26-Nov.2	Oct.27-Nov.3
44	Nov.1-Nov.8	Nov.2-Nov.9	Nov.3-Nov.10
45	Nov.8-Nov.15	Nov.9-Nov.16	Nov.10-Nov.17
46	Nov.15-Nov.22	Nov.16-Nov.23	Nov.17-Nov.24
47	Nov.22-Nov.29	Nov.23-Nov.30	Nov.24-Dec.1
48	Nov.29-Dec.6	Nov.30-Dec.7	Dec.1-Dec.8
49	Dec.6-Dec.13	Dec.7-Dec.14	Dec.8-Dec.15
50	Dec.13-Dec.20	Dec.14-Dec.21	Dec.15-Dec.22
51	Dec.20-Dec.27	Dec.21-Dec.28	Dec.22-Dec.29
52	Dec.27-Jan.3	Dec.28-Jan.4	Dec.29-Jan.5
53			

2025

Week Number	Friday to Friday	Saturday to Saturday	Sunday to Sunday
1	Jan.3-Jan.10	Jan.4-Jan.11	Jan.5-Jan.12
2	Jan.10-Jan.17	Jan.11-Jan.18	Jan.12-Jan.19
3	Jan.17-Jan.24	Jan.18-Jan.25	Jan.19-Jan.26
4	Jan.24-Jan.31	Jan.25-Feb.1	Jan.26-Feb.2
5	Jan.31-Feb.7	Feb.1-Feb.8	Feb.2-Feb.9
6	Feb.7-Feb.14	Feb.8-Feb.15	Feb.9-Feb.16
7	Feb.14-Feb.21	Feb.15-Feb.22	Feb.16-Feb.23
8	Feb.21-Feb.28	Feb.22-Mar.1	Feb.23-Mar.2
9	Feb.28-Mar.7	Mar.1-Mar.8	Mar.2-Mar.9
10	Mar.7-Mar.14	Mar.8-Mar.15	Mar.9-Mar.16
11	Mar.14-Mar.21	Mar.15-Mar.22	Mar.16-Mar.23
12	Mar.21-Mar.28	Mar.22-Mar.29	Mar.23-Mar.30
13	Mar.28-Apr.4	Mar.29-Apr.5	Mar.30-Apr.6
14	Apr.4-Apr.11	Apr.5-Apr.12	Apr.6-Apr.13
15	Apr.11-Apr.18	Apr.12-Apr.19	Apr.13-Apr.20
16	Apr.18-Apr.25	Apr.19-Apr.26	Apr.20-Apr.27
17	Apr.25-May 2	Apr.26-May 3	Apr.27-May 4
18	May 2-May 9	May 3-May 10	May 4-May 11
19	May 9-May 16	May 10-May 17	May 11-May 18
20	May 16-May 23	May 17-May 24	May 18-May 25
21	May 23-May 30	May 24-May 31	May 25-Jun.1
22	May 30-Jun.6	May 31-Jun.7	Jun.1-Jun.8
23	Jun.6-Jun.13	Jun.7-Jun.14	Jun.8-Jun.15
24	Jun.13-Jun.20	Jun.14-Jun.21	Jun.15-Jun.22
25	Jun.20-Jun.27	Jun.21-Jun.28	Jun.22-Jun.29
26	Jun.27-Jul.4	Jun.28-Jul.5	Jun.29-Jul.6
27	Jul.4-Jul.11	Jul.5-Jul.12	Jul.6-Jul.13
28	Jul.11-Jul.18	Jul.12-Jul.19	Jul.13-Jul.20
29	Jul.18-Jul.25	Jul.19-Jul.26	Jul.20-Jul.27
30	Jul.25-Aug.1	Jul.26-Aug.2	Jul.27-Aug.3
31	Aug.1-Aug.8	Aug.2-Aug.9	Aug.3-Aug.10
32	Aug.8-Aug.15	Aug.9-Aug.16	Aug.10-Aug.17
33	Aug.15-Aug.22	Aug.16-Aug.23	Aug.17-Aug.24
34	Aug.22-Aug.29	Aug.23-Aug.30	Aug.24-Aug.31
35	Aug.29-Sep.5	Aug.30-Sep.6	Aug.31-Sep.7
36	Sep.5-Sep.12	Sep.6-Sep.13	Sep.7-Sep.14
37	Sep.12-Sep.19	Sep.13-Sep.20	Sep.14-Sep.21
38	Sep.19-Sep.26	Sep.20-Sep.27	Sep.21-Sep.28
39	Sep.26-Oct.3	Sep.27-Oct.4	Sep.28-Oct.5
40	Oct.3-Oct.10	Oct.4-Oct.11	Oct.5-Oct.12
41	Oct.10-Oct.17	Oct.11-Oct.18	Oct.12-Oct.19
42	Oct.17-Oct.24	Oct.18-Oct.25	Oct.19-Oct.26
43	Oct.24-Oct.31	Oct.25-Nov.1	Oct.26-Nov.2
44	Oct.31-Nov.7	Nov.1-Nov.8	Nov.2-Nov.9
45	Nov.7-Nov.14	Nov.8-Nov.15	Nov.9-Nov.16
46	Nov.14-Nov.21	Nov.15-Nov.22	Nov.16-Nov.23
47	Nov.21-Nov.28	Nov.22-Nov.29	Nov.23-Nov.30
48	Nov.28-Dec.5	Nov.29-Dec.6	Nov.30-Dec.7
49	Dec.5-Dec.12	Dec.6-Dec.13	Dec.7-Dec.14
50	Dec.12-Dec.19	Dec.13-Dec.20	Dec.14-Dec.21
51	Dec.19-Dec.26	Dec.20-Dec.27	Dec.21-Dec.28
52	Dec.26-Jan.2	Dec.27-Jan.3	Dec.28-Jan.4
53			

Exhibit D
Constitution and Bylaws

 CERTIFIED COPY Of a document filed with the Province of British Columbia Registrar of Companies  CAROL PREST	CONSTITUTION BC Society • Societies Act
	<p>NAME OF SOCIETY: PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE</p> <p>Incorporation Number: S0019426 Business Number: 81262 7164 BC0001 Filed Date and Time: December 13, 2019 11:59 AM Pacific Time</p> <p>The name of the Society is PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE</p> <p>The purposes of the Society are:</p> <p>(a) to assist and facilitate its members in operating a recreational timeshare at Horsethief Lodge by maintaining real estate facilities and granting licenses in the facilities to its members and other participants in the timeshare; (b) to acquire, hold, transfer, sell, exchange, or deal with, in any other manner, title to any and all real and personal property required in order to assist and facilitate the timeshare; (c) to represent and promote the interests of its members in the timeshare, including, without limitation, acting as agent for the purposes of appointing and monitoring managers, sub-contractors and carrying out such other activities that promote the timeshare; (d) to provide a method for including the representation of its members in the management of Strata Corporation N83; (e) to acquire and hold shares in any corporation connected with the administration of the timeshare or for the purposes of acquiring and holding real and personal property, including shares in Panorama Resort Timeshare Inc.</p> <p>This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.</p>

BC REGISTRIES AND ONLINE SERVICES
Incorporation Number S0019426 www.gov.bc.ca/Societies Page 1 of 1

Filed Date and Time: May 20, 2018 02:06 PM Pacific Time
Society Incorporation Number: S0019426

SOCIETIES ACT

Province of British Columbia

PANORAMA RESORT INTERVAL OWNERS' ASSOCIATION

INCORPORATION DATE: 8TH AUGUST, 1984

FORM 3

SOCIETIES ACT OF BRITISH COLUMBIA

CONSTITUTION

1. The name of the society is the PANORAMA RESORT INTERVAL OWNERS' ASSOCIATION.
2. This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.
3. The purposes of the society are:
 - (a) generally, to protect the lawful interests of Vacation Interval Owners of week periods of occupancy in Strata Lots at Panorama Resort near Invermere, in British Columbia;
 - (b) to appoint, supervise and, if necessary, terminate the services of a manager to manage the Strata Lots;
 - (c) to control expenditures by such manager and to keep the operating costs of such Strata Lots within reasonable bounds;
 - (d) to own, maintain and replace the furniture, furnishings and appliances in such Strata Lots to the same standard as originally acquired and to establish and maintain a reserve fund for such purposes; and
 - (e) to enable efficient representation of the Vacation Interval Owners of the Strata Corporations which are responsible for the common property adjacent to such Strata Lots.
 - (f) to acquire shares in any company connected with administration of the Strata Lots or common property thereof, or the vacation interval leases pertaining to the Strata Lots;

AMENDED AND RESTATED BYLAWS OF THE PANORAMA RESORT INTERVAL
OWNERS ASSOCIATION

1.00 INTERPRETATION

1.01 In these Bylaws, unless the context otherwise requires:

- (a) "Act" means the Societies Act of the Province of British Columbia as amended from time to time;
- (b) "Association" means the Society incorporated under the Societies Act, the name of which is The Panorama Resort Interval Owners' Association;
- (c) "Director" means a Director of the Association for the time being;
- (d) "Interval Owner" means any person who is either the sole lessee of a Strata Lot under a Vacation Interval Lease or, if there is more than one lessee under a Vacation Interval Lease, then any one of these lessees, as designated in writing by all such lessees;
- (e) "Board" means the Directors of the Society;
- (f) "Bylaws" means these Bylaws as altered from time to time.
- (g) "Management Agreement" means any agreement entered into by or on behalf of the Association for the purpose of managing, controlling and administering the Strata Lots;
- (h) "Manager" means the Manager appointed by the Management Agreement;
- (i) "Member" means any Interval Owner;
- (j) "Operating Costs" means those costs, fees, expenses and charges in respect to management, maintenance and operation of the Strata Lots designated as such by the Vacation Interval Lease;
- (k) "Registered Address of a Member" means his address as recorded in the register of Members;
- (l) "Representative" means a representative of the Association to the Strata Corporation or to the Strata Council;

- (m) "Special Resolution" means a resolution passed in general meeting, of which at least 30 days' notice specifying the intention to propose the resolution as a special resolution has been given, by a majority of not less than 2/3 of the votes cast by those Members entitled to vote thereon present at the meeting in person or by proxy at the time the resolution is passed;
- (n) "Strata Corporation" means Strata Plan N-83, district lots 4609 and 16352, Kootenay District, British Columbia;
- (o) "Strata Council" means the council of the Strata Corporation;
- (p) "Strata Lot" means a strata lot within the Strata Plan N-83, which is subject to a registered Vacation Interval Lease;
- (q) "Vacation Interval Lease" means a lease of week periods of occupancy as defined by such lease of a Strata Lot.

1.02 The definitions in the Act apply to these Bylaws.

1.03 Words importing the singular include the plural and vice versa; and words importing a male person include a female person and a corporation.

1.04 If there is a conflict between these Bylaws and the Act or the Regulations under the Act, the Act or the Regulations prevail.

2.00 MEMBERS

2.01 The Members of the Association are the applicants for incorporation of the Association and those persons who subsequently have become Members, in accordance with these Bylaws and, in either case, who have not ceased to be Members.

2.02 A person automatically and without further action shall be a Member upon becoming an Interval Owner. A person shall cease to be a Member upon ceasing to be an Interval Owner.

2.03 Every Member must uphold the constitution of the Society and must comply with these Bylaws.

2.04 A member is not in good standing if the member fails to pay the member's annual membership dues, if any, or fails to pay the member's share of the operating costs; and the member is not in good standing for so long as those dues and/or costs remain unpaid.

2.05 A voting member who is not in good standing

(a) may not vote at any general meeting, and

(b) is deemed not to be a voting member for the purpose of consenting to a resolution of the voting members.

3.00 THE ASSOCIATION

3.01 The powers and duties of the Association are as defined and stated by these Bylaws, the Vacation Interval Lease, the Management Agreement and the Act. These powers and duties may, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the directors.

3.02 The Association may, in particular, by resolution:

(a) adopt the budget of estimated operating costs as prepared and submitted by the Manager;

(b) adopt amendments to the interest rate charged by the Manager on overdue assessed Operating Costs;

(c) issue regulations governing the use of the Strata Lots and ratify regulations for the same purpose issued by the Manager with the prior written approval of a majority of the directors; and

(d) approve all such other actions by the Association or the Manager or other persons as may be considered appropriate or beneficial to the Members.

3.03 The Association may, subject to these Bylaws and the terms of any relevant contract, and must if directed by special resolution, terminate the services of any Manager employed or appointed by contract for the control, management and administration of the Strata Lots.

3.04 The Association shall maintain, repair and replace the furnishings, appliances and equipment in each Strata Lot which are the common property of the Association to the same or better standard as originally acquired.

4.00 MEETINGS OF MEMBERS

4.01 General meetings of the Association must be held at the time and place that the board of directors determines.

4.02 Every general meeting, other than an annual general meeting, is an extraordinary general meeting.

4.03 A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a member receiving the notice to form a reasoned judgment concerning that business

4.04 At a general meeting, the following business is ordinary business:

- (a) adoption of rules of order;
- (b) consideration of any financial statements of the Society presented to the meeting;
- (c) consideration of the reports, if any, of the directors or auditor;
- (d) election or appointment of directors;
- (e) appointment of an auditor, if any;
- (f) business arising out of a report of the directors not requiring the passing of a special resolution.

4.05 The directors may, whenever they think fit, and shall upon a requisition in writing of 10% of the Members call an extraordinary general meeting without delay.

4.06 At least 30 days' notice of a general meeting specifying the place, day and hour of meeting, and, in the case of special business, the general nature of that business, shall be given to all Members.

4.07 The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the Members entitled to receive notice does not invalidate proceedings at that meeting.

4.08 The first annual general meeting of the Association shall be held not more than 15 months after the date of incorporation and after that an annual general meeting shall be held at least once in every calendar year.

5.00 PROCEEDINGS AT GENERAL MEETINGS

5.01 Special business is:

- (a) all business at any extraordinary general meeting except the adoption of rules of order; and
- (b) all business transacted at an annual general meeting, except;
 - (i) the adoption of rules of order;
 - (ii) the consideration of the financial statements;
 - (iii) the report of the directors;
 - (iv) the report of the auditor, if any;
 - (v) the election of directors and representatives;
 - (vi) the appointment of the auditor, if required; and
 - (vii) the other business that, under these Bylaws, ought to be transacted at an annual general meeting or business which is brought under consideration by the report of the directors, issued with a notice convening the meeting.

5.02 Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

5.03 The quorum at annual general meetings shall be all persons entitled to vote that are present in person or by proxy, but not less than three persons.

5.04 If, within 1/2 hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if, at the adjourned meeting, a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons present who are entitled to vote shall be a quorum; except in the case of a meeting convened on the requisition of members, then the meeting is terminated.

5.05 The following individual is entitled to preside as the chair of a general meeting:

- (a) the individual, if any, appointed by the Board to preside as the chair;
- (b) if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair,
 - (i) the president,
 - (ii) the vice-president, if the president is unable to preside as the chair, or
 - (iii) one of the other directors present at the meeting, if both the president and vice-president are unable to preside as the chair.

5.06 If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the voting members who are present must elect an individual present at the meeting to preside as the chair.

5.07 The chair of a general meeting may, or, if so directed by the voting members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

5.08 If, at any time during a general meeting, there ceases to be a quorum of voting members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

5.09 When a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given, as in the case of the original meeting.

5.10 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

5.11 The order of business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- (a) if the president or the vice-president of the Society is absent, electing the chairman of the meeting;
- (b) calling the roll, certifying the proxies and issuing a voting card for each Member present or represented by proxy at the meeting;

- (c) determine that there is a quorum;
- (d) filing proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve and dispose of any unapproved minutes;
- (g) receiving reports of committees;
- (h) considering the accounts and review the budget;
- (i) appoint an auditor;
- (j) electing directors;
- (k) unfinished business;
- (l) new business;
- (m) electing representatives to the Strata Corporation and Strata Council; and
- (n) adjournment.

5.12 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by Members present in person or by proxy.

5.13 Unless a poll be so demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

5.14 A demand for a poll may be withdrawn.

5.15 A poll, if demanded, shall be taken in whatever manner the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

5.16 No resolution proposed at a meeting need be seconded and a chairman of a meeting may move or propose a resolution.

5.17 In case of an equality of votes, the chairman shall not have a casting or second vote in addition to the vote to which he may be entitled as a Member and the proposed resolution shall not pass.

5.18 A member who is in good standing and is present in person or by proxy is entitled to cast one vote for each week period leased. (note: definitions of "member" and "Interval Owner" shall still apply)

5.19 On a show of hands, votes shall be indicated by the Members or their proxies showing their voting cards.

5.20 On a show of hands or on a poll, votes may be given either personally or by proxy.

5.21 An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and be for a particular meeting.

5.23 A proxy need not be a Member.

5.24 No Member is entitled to vote at any general meeting unless all contributions and operating costs payable in respect of his Vacation Interval Lease have been duly paid.

5.25 A corporate member may vote by its authorized representative, who is entitled to speak and vote and, in all other respects, exercise the rights of a Member, and that representative shall be reckoned as a Member for all purposes with respect to a meeting of the Association.

6.00 DIRECTORS AND OFFICERS

6.01 The directors may exercise all the powers and do all the acts and things that the Association may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Association in general meeting but subject, nevertheless, to:

- (a) all laws affecting the Association;
- (b) these Bylaws; and
- (c) rules, not being inconsistent with these Bylaws, which are made from time to time by the Association in general meeting.

6.02 No rule, made by the Association in general meeting invalidates a prior act of the directors that would have been valid if that rule had not been made.

6.03 The Society must have no fewer than 3 and no more than 7 directors.

6.04 Directors must be elected or appointed to the following Board positions, and a director, other than the president, may hold more than one position:

- (a) president;
- (b) vice-president;
- (c) secretary;
- (d) treasurer.
- (e) directors who are elected or appointed to positions on the Board in addition to the positions described in these Bylaws are elected or appointed as directors at large.

6.05 From and after the 2018 Annual General Meeting, directors shall be elected for a 2-year term.

6.06 The Board may, at any time, appoint a member as a director to fill a vacancy that arises on the Board as a result of the resignation, death or incapacity of a director during the director's term of office.

6.07 A director appointed by the Board to fill a vacancy ceases to be a director at the next Annual General Meeting.

6.08 No act or proceeding of the directors is invalid only by reason of there being less than the prescribed number of directors in office.

6.09 The Members may by special resolution remove a director before the expiration of his term of office, and may elect a successor to complete the term of the office.

6.10 A director shall be reimbursed for any expenses necessary and reasonably incurred by him while engaged in the affairs of the Society, and shall be entitled to such compensation as may be approved by ordinary resolution of the members.

6.11 No member may stand for election to the board of directors of the Association, unless all contributions and operating costs payable in respect of his Vacation Interval Lease have been duly paid.

6.12 These Bylaws do not permit the Society to pay to a director remuneration for being a director, but the Society may, subject to the Act, pay remuneration to a director for services provided by the director to the Society in another capacity.

7.00 DUTIES OF DIRECTORS

7.01 The directors shall:

- (a) employ or enter into contracts for and on behalf of the Association with such agents and employees as the directors think fit in connection with the proper control, management and administration of the Strata Lots; and
- (b) adopt procedures for instructing the representatives to the Strata Corporation and to the Strata Council and for polling the Members by mail in order to instruct such representatives; and
- (c) make such rules and regulations the directors consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the Strata Lots.

7.02 The directors may terminate the services of any manager employed or appointed by contract for the control, management and administration of the Strata Lots, provided that:

- (a) not less than 60 days' notice is given to the Manager; and
- (b) the Manager's fees and charges to the date of termination are fully paid and satisfied.

7.03 The directors shall keep in one location or in the possession of one person and shall upon request make available to a Member or a person authorized by a member:

- (a) a copy of the Bylaws and any changes thereto;
- (b) a copy of any resolutions passed by the Association and the directors;
- (c) copies of all legal agreements to which the Association is a party, including management contracts;
- (d) a list of the Members and of the directors;
- (e) minutes of all general meetings;

- (f) minutes of all directors meetings; and
- (g) the annual budget for each year.

7.04 The directors shall;

- (a) keep minutes of the board of directors' proceedings;
- (b) cause minutes to be kept of general meetings;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by the association and the matters in respect of which receipt and expenditure take place;
- (d) prepare proper accounts relating to all monies of the Association and the income and expenditure thereof, for each annual general meeting; and
- (e) on application of a Member or any person authorized in writing by a member, make the books of account available for inspection at all reasonable times.

7.05 All acts done in good faith by the directors are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of the directors, as valid as if the directors had been duly appointed or had duly continued in office.

7.06 A contract or other record to be signed by the Society must be signed on behalf of the Society

- (a) by the president, together with one other director,
- (b) if the president is unable to provide a signature, by the vice-president together with one other director,
- (c) if the president and vice-president are both unable to provide signatures, by any 2 other directors, or
- (d) in any case, by one or more individuals authorized by the Board to sign the record on behalf of the Society.

8.00 PROCEEDINGS OF DIRECTORS

8.01 A directors' meeting may be called by the president or by any 2 other directors.

8.02 At least 2 days' notice of a directors' meeting must be given unless all the directors agree to a shorter notice period.

8.03 The accidental omission to give notice of a directors' meeting to a director, or the non-receipt of a notice by a director, does not invalidate proceedings at the meeting.

8.04 The directors may regulate their meetings and proceedings as they think fit.

8.05 The directors may delegate any, but not all, of their powers to committees consisting of the director or directors as they think fit, subject to any restriction imposed or direction given at a general meeting.

8.06 The quorum for the transaction of business at a directors' meeting is a majority of the directors.

8.09 For a first meeting of directors held immediately following the appointment or election of a director or directors at an annual or other general meeting of Members, or for a meeting of the directors at which a director is appointed to fill a vacancy in the directors, it is not necessary to give notice of the meeting to the newly elected or appointed director or directors for the meeting to be constituted, if a quorum of the directors is present.

8.10 Questions arising at a meeting of the directors and committee of directors shall be decided by a majority of votes.

8.11 In case of an equality of votes the chairman shall not have a second or casting vote.

8.12 No resolution proposed at a meeting of directors or committee of directors need be seconded and the chairman of a meeting may move or propose a resolution.

8.13 A resolution in writing, signed by all the directors and placed with the minutes of the directors is as valid and effective as if regularly passed at a meeting of directors.

9.00 DUTIES OF OFFICERS

9.01 The president is the chair of the Board and is responsible for supervising the other directors in the execution of their duties.

9.02 The vice-president is the vice-chair of the Board and is responsible for carrying out the duties of the president if the president is unable to act.

9.03 The secretary is responsible for doing, or making the necessary arrangements for, the following:

- (a) issuing notices of general meetings and directors' meetings;
- (b) taking minutes of general meetings and directors' meetings;
- (c) keeping the records of the Society in accordance with the Act;
- (d) conducting the correspondence of the Board;
- (e) filing the annual report of the Society and making any other filings with the registrar under the Act.

9.04 In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

9.05 The treasurer is responsible for doing, or making the necessary arrangements for, the following:

- (a) receiving and banking monies collected from the members or other sources;
- (b) keeping accounting records in respect of the Society's financial transactions;
- (c) preparing the Society's financial statements;
- (d) making the Society's filings respecting taxes.

9.06 The offices of secretary and treasurer may be held by one person who shall be known as the secretary-treasurer.

10.00 OPERATING COSTS

10.01 The amount of the annual membership dues must be determined and approved by the Board.

10.02 The Manager shall prepare and submit a budget of estimated Operating Costs for the next year. Each Member's proportionate share of Operating Costs shall be calculated by the

Manager in accordance with the provisions of the Vacation Interval Lease and the Management Agreement.

10.03 The Manager shall, during the last quarter of each year, send to each Member a copy of the budget and a notice of assessment for the coming year, setting forth each Member's proportionate share of those budgeted Operating Costs.

11.00 REPRESENTATIVES OF INTERVAL OWNERS ON STRATA CORPORATION AND STRATA DIRECTORS

11.01 At each annual general meeting a minimum of one and a maximum of 53 representatives to the Strata Corporation and one representative to the Strata Council shall be elected from amongst the Members for a term ending at the next annual general meeting. Strata Corporation representatives shall have the power to vote on behalf of the Strata Lots subject to Vacation Interval Leases in meetings of the Strata Corporation and no other Members may so vote. All representatives shall be Members except as provided herein, but only one Interval Owner of a Vacation Interval Lease in any one Strata Lot shall be elected as a Strata Corporation representative. The Manager may be elected as a Strata Corporation representative and Strata Council representative. The representatives shall retire, but are eligible for re-election.

11.02 The Association may, by special resolution at a general meeting, remove any representative before the expiration of his term of office and appoint another Member or other eligible person in his place to hold office until the next annual general meeting.

11.03 The Association may, by special resolution, at a general meeting, remove any representative before the expiration of his term of office and appoint another Member or other eligible person in his place or in the place of any representative who may have ceased to be a Member or is otherwise incapacitated from acting as a representative to hold office until the next annual general meeting.

11.04 On receipt by the Manager of notice of a meeting of the Strata Corporation or the Strata council, the Manager shall forthwith seek instructions from directors on how the representatives shall vote in such meeting. The manner in which such instructions are sought by the Manager and conveyed to the representatives shall be prescribed by the directors. If in the opinion of a majority of the directors the interests of the Members could be detrimentally affected by a proposed resolution to be considered by the Strata Corporation, the Members shall be polled by mail to determine how they wish the representatives to vote on such resolution. The Manager shall thereupon do so forthwith and in accordance with procedures prescribed by the directors. The representatives shall be instructed by the Manager to cast the vote for each Strata Lot according to the wishes of the

majority of the Interval Owners of that Strata Lot replying to a poll in the manner prescribed.

12.00 EXTRAORDINARY GENERAL MEETING ON CONTINUANCE

12.01 An extraordinary general meeting of the Association shall be called by the directors to follow the annual general meeting of the Association no later than the year 2019 for the purpose of determining whether to continue occupancy under the Vacation Interval lease arrangement, and if so, under what terms and conditions, and if not, to assess what other future use should be made of the Strata lots. The directors shall prepare, give proper notice of and submit at least two options for the future use for consideration at such meeting. If no plan for future use is adopted by special resolution of the meeting, then the directors shall, with 90 days again call an extraordinary general meeting for the same purpose and again prepare, give proper notice of and submit at least two options for future use for consideration at such meeting. If the meeting is unable by special resolution to determine future use, the question of future use shall be submitted to arbitration under the Arbitration Act of British Columbia.

13.00 BORROWING

13.01 In order to carry out the purposes of the Association the directors may, on behalf of and in the name of the Association, raise or secure the payment or repayment of money in the manner they decide, and, in particular but without limiting the foregoing, by the issue of debentures.

13.02 No debenture shall be issued without the sanction of a special resolution of the Members.

13.03 The Members may by special resolution restrict the borrowing powers of the directors, but any restriction imposed expires at the next annual general meeting.

14.00 SEAL

14.01 The directors may provide a common seal for the Association and may destroy a seal and substitute a new seal in its place.

14.02 The common seal may be affixed only when authorized by a resolution of the directors and then only in the presence of the persons prescribed in the resolution, or if no

persons are prescribed, in the presence of the president and secretary or president and secretary-treasurer.

15.00 AUDITOR

15.01 This part applies only where the Association is required or has resolved to have an auditor.

15.02 At each annual general meeting the Association shall appoint an auditor to hold office until he is re-elected or his successor is elected at the next annual general meeting.

15.03 An auditor may be removed by ordinary resolution.

15.04 An auditor shall be promptly informed in writing of appointment or removal.

15.05 No director and no employee of the Association shall be auditor.

15.06 The auditor may attend general meetings.

16.00 NOTICE

16.01 A notice may be given to a Member, personally, by mail or electronically to the Member's physical or email address recorded in the records of the Association.

16.02 Any notice given shall be deemed to have been given 48 hours after it is posted or otherwise sent.

16.03 Notice of a general meeting shall be given to every Member shown on the register of members on the day notice is given and the auditor, if an auditor has been appointed, and no other person is entitled to receive a notice of general meeting. Notice of a general meeting may be given in the manner contemplated in this Section 16 and in any other manner contemplated in Section 77 of the Act, as amended (or any successor provision of the Act).

16.04 The word "notice" shall include any request, statement or other writing required or permitted to be given by the Association to the Members.

17.00 VIOLATION OF BYLAWS

17.01 Any infraction or violation of these Bylaws and in accordance with the provisions of the Vacation Interval Lease or any rules and regulations established pursuant to these Bylaws on the part of a Member, his employees, agents, invitees or subtenants may be corrected, remedied or cured by the Association, and any costs or expenses expended or incurred by the Association in correcting, remedying or curing such infraction or violation shall be charged to that Member and shall be added to, and become a part of the net assessment of that Member.

17.02 The Association may recover from a Member in any manner so determined by the Board, without limitation, by an action for debt in any court of competent jurisdiction any sum of money which the Association is required to expend as a result of any act or omission by the Member, his employees, agents, invitees, or subtenants or any infraction or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws.

18.00 BYLAWS

18.01 On being admitted to membership, each Member is entitled to and the Association shall give him, without charge, a copy of the constitution and Bylaws of the Association.

18.02 These Bylaws shall not be altered or added to except by special resolution.

DATED this 5th day of May 2018.



CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies

Wendy Parliament
CAROL PREST

BYLAW ALTERATION APPLICATION

BC Society • Societies Act

NAME OF SOCIETY: **PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE**

Incorporation Number: S0019426

Business Number: 81262 7164 BC0001

Filed Date and Time: December 13, 2019 12:04 PM Pacific Time

SUMMARY OF BYLAW ALTERATION APPLICATION

Special Resolution Date: September 28, 2019

NOTE: The complete Bylaws, as uploaded, appear at the end of this report.

CERTIFICATION

I, Wendy Parliament, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.



NOTE: The complete Bylaws, as uploaded, continue on the next page

Filed Date and Time: December 13, 2019 12:04 PM Pacific Time

Society Incorporation Number: S0019426

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

BYLAWS

PART 1 – INTERPRETATION

1.1 Definitions

In these Bylaws, unless the context otherwise requires:

- (a) "Act" means the *Societies Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (b) "Association" means the Panorama Vacation Association at Horsethief Lodge;
- (c) "Association Strata Lots" means those strata lots located within Strata Plan N83 owned by the Association from time to time;
- (d) "Bylaws" means these Bylaws as altered from time to time;
- (e) "Charter Member" means those persons who are included in the Charter Membership class pursuant to Bylaw 2.3 and who have not ceased to be Members;
- (f) "Director" means a Director of the Association from time to time;
- (g) "Effective Date" means the date these Bylaws are filed with the Registrar of Companies;
- (h) "Good Standing" means having paid all applicable membership dues under these Bylaws and all current amounts owed under the VIA;
- (i) "Interval" means a weekly period of time during which a Subscriber has the right to use an Association Strata Lot pursuant to a VIA;
- (j) "Members" means the Charter Members and the Regular Members from time to time;
- (k) "Regular Member" means those persons who are included in the Regular Membership class pursuant to Bylaw 2.4 and who have not ceased to be Members;
- (l) "Subscriber" means any person who has entered into a VIA and, as a result, became a Member of the Association;
- (m) "VIA" means the subscription and vacation interval agreements that sets out the rights and obligations respecting a Subscriber's ability to use an Interval.

1.2 The definitions in the Act apply to these Bylaws.

1.3 Words importing the singular include the plural and vice versa; and words importing a male person include a female person and a corporation.

1.4 If there is a conflict between these Bylaws and the Act, the Act prevails.

PART 2 – MEMBERS AND AFFILIATES

- 2.1 Subject to Bylaw 2.2, the Members of the Association are the Charter Members and the Regular Members.
- 2.2 On the Effective Date, the only persons who shall be the members of the Association are the members who, immediately before these Bylaws came into effect:
- (a) were in good standing under bylaw 2.04 of the bylaws of the Association at that time, which provided that a member was not in good standing if they failed to pay their annual membership dues or their share of the operating costs; and
 - (b) were fully paid up under the vacation interval leases with the Association.
- All members who, immediately before these Bylaws came into effect, did not meet the requirements set out above ceased to be a member of the Association on the Effective Date. In addition, a member who continued as a member under this Bylaw but does not become a Charter Member under Bylaw 2.3(a) will cease to be a member on January 1, 2020.
- 2.3 The Charter Membership class includes the following Members:
- (a) all of the persons who are members on the Effective Date and elect to continue to be Charter Members by entering into a VIA by January 1, 2020;
 - (b) any person to whom a Charter Member has transferred his or her membership under Bylaw 2.9; and
 - (c) any successor of a Charter Member pursuant to the VIA.
- 2.4 The Regular Membership class includes all persons who become Subscribers after the Effective Date other than those persons described in Bylaw 2.3 above.
- 2.5 Although subscription under a VIA may be done jointly such that there is more than one Subscriber per Interval, membership is limited to one Member per Interval, it being understood that Subscribers who jointly hold the rights to use an Interval shall have no greater membership rights in the Association than a Subscriber who has the sole right to use an Interval. Where there is more than one Subscriber for an Interval, the Member for that Interval shall be the person designated by the Subscribers or, failing such designation, the Subscriber whose name appears first on the VIA.
- 2.6 A person can only have one membership in the Association. If a Subscriber, or joint Subscribers, subscribe for more than one Interval, that Subscriber, or joint Subscribers, only have one membership in the Association regardless of the number of Intervals subscribed for.
- 2.7 A person shall cease to be a Member upon ceasing to be a Subscriber, it being understood that a Member will only cease to be a Subscriber upon the termination of their VIA, in accordance with its terms.
- 2.8 Every Member must uphold the constitution of the Association and must comply with these Bylaws.

- 2.9 A Member may transfer his or her membership to a person who has entered into a VIA for the same Interval with the prior consent of the Association, such consent not to be unreasonably withheld.
- 2.10 The Directors may set the membership dues for Members, if any. Membership dues owed to the Association are separate from any occupancy fees charged under the VIA.
- 2.11 A Member who is not in Good Standing:
 - (a) may not vote at any general meeting,
 - (b) is deemed not to be entitled to vote for the purpose of consenting to a special resolution or ordinary resolution of the Members,
 - (c) is not counted in quorum at any general meeting, and
 - (d) is ineligible for election as a Director.
- 2.12 The Members cannot discipline or expel any Member by a special resolution.
- 2.13 Notwithstanding Bylaw 15.4, according to the terms of the plan of arrangement approved by a special resolution of the members of the Association, the Association is obligated for the remainder of the 2019 operating year of the timeshare enterprise to honor the former usage rights and bookings that existed under the former vacation interval leases, despite the fact that some of the holders of the former vacation interval leases have not continued as members under these Bylaws.

PART 3 – MEETINGS OF MEMBERS

- 3.1 General meetings of the Association must be held at the time and place that the Directors determine.
- 3.2 An annual general meeting of the Association will be held at least once in every calendar year.
- 3.3 Every general meeting, other than an annual general meeting, is an extraordinary general meeting.
- 3.4 At least 14 days' notice of a general meeting specifying the place, day and hour of meeting shall be given to all Members.
- 3.5 Notice of any general meeting must:
 - (a) state the nature of any special business to be transacted at the meeting in sufficient detail to permit a Member receiving the notice to form a reasoned judgment concerning that business;
 - (b) include the text of any special resolution to be submitted to the meeting; and
 - (c) contain the agenda with the order of business to be transacted at the meeting.
- 3.6 The Directors may, whenever they think fit, and shall, upon a requisition in writing of 10% of the Members entitled to vote, call an extraordinary general meeting without delay.

- 3.7 The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the Members entitled to receive notice does not invalidate proceedings at that meeting.

PART 4 – PROCEEDINGS AT GENERAL MEETINGS

- 4.1 At an extraordinary general meeting, all business is special business except the adoption of rules of order.
- 4.2 At an annual general meeting, all business is special business except:
- (a) the adoption of rules of order;
 - (b) the consideration of the financial statements;
 - (c) the report of the Directors, if any;
 - (d) the report of the auditor, if any;
 - (e) the election of Directors;
 - (f) the election of representatives under Part 9;
 - (g) the appointment of the auditor, if required; and
 - (h) the other business that, under these Bylaws, ought to be transacted at an annual general meeting or business which is brought under consideration by the report of the Directors, issued with a notice convening the meeting.
- 4.3 Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 4.4 The quorum at annual general meetings is three Members present in person or represented by proxy.
- 4.5 If, within 1/2 hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if, at the adjourned meeting, a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons present who are entitled to vote shall be a quorum; except in the case of a meeting convened on the requisition of Members, then the meeting is terminated.
- 4.6 The following individual is entitled to preside as the chair of a general meeting:
- (a) the individual, if any, appointed by the Directors to preside as the chair;
 - (b) if the Directors have not appointed an individual to preside as the chair or the individual appointed by the Directors is unable to preside as the chair,
 - (i) the president,
 - (ii) the vice-president, if the president is unable to preside as the chair, or

- (iii) one of the other Directors present at the meeting, if both the president and vice-president are unable to preside as the chair.
- 4.7 If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the Members must elect an individual present at the meeting to preside as the chair.
- 4.8 The chair of a general meeting may, or, if so directed by the Members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.
- 4.9 If, at any time during a general meeting, there ceases to be a quorum of Members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- 4.10 When a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given, as in the case of the original meeting.
- 4.11 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 10 days or more, notice of the continuation of the adjourned meeting must be given.
- 4.12 The order of business at a general meeting shall follow the agenda included with the notice of meeting, subject to such amendments approved at the meeting.
- 4.13 At any general meeting a resolution shall be decided on a show of hands or another method that adequately discloses the intention of the Members, unless a poll is demanded by Members present in person or by proxy.
- 4.14 Unless a poll was demanded, a declaration by the chair that a resolution has, on the show of hands or such other method that adequately discloses the intention of the Members, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 4.15 A demand for a poll may be withdrawn.
- 4.16 A poll, if demanded, shall be taken in whatever manner the chair thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 4.17 A resolution proposed at a meeting must be seconded and a chair of a meeting may move or propose a resolution.
- 4.18 In case of an equality of votes, the chair shall not have a casting or second vote in addition to the vote to which he or she may be entitled as a Member and the proposed resolution shall not pass.
- 4.19 Every Member in Good Standing in person or represented by proxy at a general meeting will be entitled to one vote.
- 4.20 On a show of hands, votes shall be indicated by the Members or their proxies showing their voting cards.

- 4.21 On a show of hands or on a poll, votes may be given either personally or by proxy.
- 4.22 An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and be for a particular meeting.
- 4.23 Voting by proxy is permitted.
- 4.24 A Member may appoint any individual, including an individual under 19 years of age, as a proxy holder to attend, act and vote for the Member at a general meeting.
- 4.25 A proxy for a meeting of Members must:
 - (a) be received at the registered office of the Association or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
 - (b) unless the notice provides otherwise, be received at the meeting, by the chair of the meeting or adjourned meeting or to a person designated by the chair of the meeting or adjourned meeting.
- 4.26 A vote given in accordance with the terms of a proxy is valid despite the previous death of the Member giving the proxy or revocation of the proxy or of the authority under which the proxy is given, unless notice in writing of the death or revocation has been received at the registered office of the Association or by the chair of the meeting or adjourned meeting for which the proxy was given before the vote is taken.
- 4.27 Every proxy may be revoked by an instrument in writing:
 - (a) executed by the Member giving the proxy; and
 - (b) delivered either at the registered office of the Association at any time up to and including the last business day preceding the day of the meeting or any adjournment of the meeting at which the proxy is to be used or to the chair of the meeting on the day of the meeting or any adjournment of the meeting before any vote in respect of which the proxy is to be used has been taken;or in any other manner provided by law.
- 4.28 Subject to the Act, the Directors may, at their sole discretion, permit voting by ballot on any business to be conducted at a general meeting and determine whether the vote will be conducted entirely by ballot or by a combination of ballot and in person and proxy voting at a general meeting.
- 4.29 Where voting by ballot is permitted pursuant to Bylaw 4.28, the Directors may determine whether the ballots will be done by mail, electronic transmission, personal delivery, or a combination of mail, electronic transmission or personal delivery. The Association will give each Member at least 14 days' notice of the text of the resolutions to be voted on, the opening and closing dates for casting a vote, and instructions on how to cast a vote. For a ballot to be valid, the ballot must be cast in accordance with the instructions sent in the notice. If a meeting is conducted in conjunction with the ballot, for the purpose of determining quorum at the meeting, a Member who has voted by ballot on a resolution is

deemed to be present at the meeting. The Association will notify the Members of the result of a ballot within seven days after the closing date.

- 4.30 A corporate or partnership Member may vote by its authorized representative, who is entitled to speak and vote and, in all other respects, exercise the rights of a Member, and that representative shall be recognized as a Member for all purposes with respect to a general meetings of the Members.

PART 5 – DIRECTORS

- 5.1 The number of Directors is the most recent number determined from time to time at a general meeting by ordinary resolution, provided that the Association must have at least 3 Directors.
- 5.2 A Director must be qualified as required by the Act to become, act or continue to act as a Director.
- 5.3 The term of office of a Director is two years, to expire at the conclusion of the second annual general meeting following election, or, if no successor is elected at the annual general meeting, to expire when a successor is elected.
- 5.4 The Directors will have staggered terms of office such that no more than a simple majority of Directors will have terms of office expiring at each annual general meeting. In order to transition to staggered terms of office and to maintain staggered terms, the Directors may designate that a certain number of Director positions to be filled at the next annual general meeting will have a term of one year.
- 5.5 A Director is eligible for election for an unlimited number of consecutive terms.
- 5.6 If there is a vacancy among the Directors, the Directors may, at any time, appoint a Member as a Director to fill the vacancy.
- 5.7 A Director appointed by the Directors to fill a vacancy ceases to be a Director at the next annual general meeting.
- 5.8 No act or proceeding of the Directors is invalid only by reason of there being less than the prescribed number of Directors in office.
- 5.9 The Members may by special resolution remove a Director before the expiration of his or her term of office, and may elect a successor to complete the term of the office.
- 5.10 The Directors may by a unanimous resolution of the Directors, other than the Director who is the subject of the resolution, remove a Director before the expiration of his or her term of office.
- 5.11 A Director shall be reimbursed for any expenses necessary and reasonably incurred by him or her while engaged in the affairs of the Association.
- 5.12 These Bylaws do not permit the Association to pay to a Director remuneration for being a Director, but the Association may, subject to the Act, pay remuneration to a Director for services provided by the Director to the Association in another capacity.

PART 6 – POWERS AND DUTIES OF DIRECTORS

- 6.1 The Directors may exercise all the powers and do all the acts and things that the Association may exercise and do, including, without limitation, admitting Subscribers as Charter Members or Regular Members in accordance with these Bylaws, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Association in general meeting but subject, nevertheless, to:
- (a) all laws affecting the Association;
 - (b) the Association's constitution and these Bylaws; and
 - (c) rules, not being inconsistent with these Bylaws, which are made from time to time by the Association in general meeting.

No rule, made by the Association in general meeting invalidates a prior act of the Directors that would have been valid if that rule had not been made.

- 6.2 All acts done in good faith by the Directors are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of the Directors, as valid as if the Directors had been duly appointed or had duly continued in office.
- 6.3 A contract or other record to be signed by the Association must be signed on behalf of the Association
- (a) by the president, together with one other Director,
 - (b) if the president is unable to provide a signature, by the vice-president together with one other Director,
 - (c) if the president and vice-president are both unable to provide signatures, by any two other Directors, or
 - (d) in any case, by one or more individuals authorized by the Directors to sign the record on behalf of the Association.

PART 7 – PROCEEDINGS OF DIRECTORS

- 7.1 A Directors' meeting may be called by the president or by any two other Directors.
- 7.2 At least two days' notice of a Directors' meeting must be given unless all the Directors agree to a shorter notice period.
- 7.3 The accidental omission to give notice of a Directors' meeting to a Director, or the non-receipt of a notice by a Director, does not invalidate proceedings at the meeting.
- 7.4 The Directors may regulate their meetings and proceedings as they think fit.
- 7.5 The quorum for the transaction of business at a Directors' meeting is a majority of the Directors.
- 7.6 For a first meeting of Directors held immediately following the appointment or election of a Director or Directors at an annual or other general meeting of Members, or for a

meeting of the Directors at which a Director is appointed to fill a vacancy in the Directors, it is not necessary to give notice of the meeting to the newly elected or appointed Director or Directors for the meeting to be constituted, if a quorum of the Directors is present.

- 7.7 Resolutions arising at a meeting of the Directors shall be decided by a simple majority of votes.
- 7.8 In case of an equality of votes, the chair shall not have a second or casting vote, and the proposed resolution shall not pass.
- 7.9 No resolution proposed at a meeting of Directors need be seconded and the chair of a meeting may move or propose a resolution.
- 7.10 A resolution in writing, signed by all the Directors and placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors.
- 7.11 The Directors may consent to and pass resolutions by electronic transmission (which includes email), and a copy of the resolution placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors. The Directors may adopt policies regarding how such resolutions are consented to and passed, including policies regarding the threshold for passing a resolution (provided that the threshold is not less than a majority of the Directors then in office) and the period of time for discussion and voting.
- 7.12 The Directors may delegate any, but not all, of their powers to committees which may be in whole or in part composed of Directors, as they think fit.
- 7.13 A committee will limit its activities to the purpose or purposes for which it is appointed and will have no powers except those specifically conferred by the Directors.
- 7.14 Unless otherwise specified by the Directors, the chair of each committee may set the rules of procedure for that committee and will preside over all meetings of that committee.

PART 8 – DUTIES OF OFFICERS

- 8.1 The Directors may elect a president, a vice-president, a secretary and a treasurer (or a secretary-treasurer) and such other officers as they see fit.
- 8.2 The president is the chair at Directors' meetings and is responsible for supervising the other Directors in the execution of their duties.
- 8.3 The vice-president is the vice-chair at Directors' meetings and is responsible for carrying out the duties of the president if the president is unable to act.
- 8.4 The secretary is responsible for doing, or making the necessary arrangements for, the following:
 - (a) issuing notices of general meetings of Members and Directors' meetings;
 - (b) taking minutes of general meetings of Members and Directors' meetings;
 - (c) keeping the records of the Association in accordance with the Act;

- (d) filing the annual report of the Association and making any other filings with the Registrar of Companies.
- 8.5 In the absence of the secretary from a meeting, the Directors must appoint another individual to act as secretary at the meeting.
- 8.6 The treasurer is responsible for doing, or making the necessary arrangements for, the following:
 - (a) receiving and banking monies collected from the Members or other sources;
 - (b) keeping accounting records as required by the Act and the *Income Tax Act* (Canada);
 - (c) preparing the Association's financial statements;
 - (d) making the Association's filings respecting taxes.
- 8.7 The offices of secretary and treasurer may be held by one person who shall be known as the secretary-treasurer.

PART 9 – REPRESENTATIVES OF SUBSCRIBERS ON STRATA CORPORATION AND STRATA DIRECTORS

- 9.1 In this Part 9:
 - (a) "Strata Corporation" means The Owners, Strata Plan N83;
 - (b) "Strata Council" means the council of the Strata Corporation.
- 9.2 At each annual general meeting, the Members shall elect representatives to the Strata Corporation and the Strata Council from amongst the Members for a term ending at the next annual general meeting. One representative to the Strata Council shall be elected. The maximum number of representatives to the Strata Corporation that may be elected is equal to the number of Association Strata Lots, and the minimum is one. The representatives shall have the power to vote on behalf of the Association Strata Lots and no other Members are entitled to vote on behalf of the Association. All representatives shall be Members but only one Member who holds an Interval per any one Association Strata Lot may be elected as a representative to the Strata Corporation. The representatives shall retire at the annual general meeting following their election, but are eligible for re-election.
- 9.3 The Members may, by special resolution, at a general meeting, remove any representative before the expiration of his or her term of office and appoint another Member in his or her place to hold office until the next annual general meeting.
- 9.4 If there is a vacancy among the representatives, the Directors may appoint a Member as a representative to fill the vacancy until the next annual general meeting.

PART 10 – BORROWING

- 10.1 The Association, if authorized by the Directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the Directors consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Association or any other person and at such discounts or premiums and on such other terms as the Directors consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Association.

PART 11 – AUDITOR

This Part applies only where the Association is required by the Act to have, or has resolved to have, an auditor:

- 11.1 The first auditor will be appointed by the Directors, or by the Members, to hold office until the close of the annual general meeting following the appointment.
- 11.2 At each annual general meeting, the Members will appoint an auditor to hold office until the close of the annual general meeting following the appointment, or, if the auditor is not re-appointed and no successor is appointed at the annual general meeting, until a successor is appointed.
- 11.3 Subject to Bylaw 11.4, if there is a vacancy in the office of auditor, the Directors may appoint an auditor to hold office until the close of the next annual general meeting.
- 11.4 The Members may by ordinary resolution remove an auditor before the expiration of the auditor's term of office at a general meeting called for that purpose, and must appoint a successor by ordinary resolution to complete the term of office. At least 14 days before the notice of meeting is sent, the Association must send to the auditor:
 - (a) notice of the intention to call the meeting, including the date on which the notice of meeting is proposed to be sent; and
 - (b) a copy of all of the matters proposed to be sent to the Members regarding the meeting.

If the Association receives written representations from the auditor respecting the auditor's proposed removal and receives those representations at least seven days before the date on which the notice of meeting is sent, the Association must include those representations with the notice of meeting.

- 11.5 The auditor is entitled:
 - (a) to notices of general meetings and other communication relating to meetings to which Members are entitled,
 - (b) to attend general meetings, and

- (c) to be heard at general meetings on any part of the business of the meeting that deals with the financial statements of the Association or any other matter with respect to which the auditor has a duty or function.

PART 12 – NOTICE

- 12.1 A notice or other record may be given to a Member personally or by mail or electronic transmission (which includes email) to the address of the Member recorded in the register of Members.
- 12.2 Notices shall be deemed to have been given when deposited, postage prepaid, in a postal box in Canada and addressed to the Member or when sent to the Member by electronic transmission.
- 12.3 Where a notice or other record is required to be sent pursuant to the Bylaws or the Act, the person entitled to receive the notice or other record may consent in writing to waive either the sending of the notice or other record or the time within which the notice or other record must be sent.
- 12.4 Notice of a general meeting shall be given to every Member shown on the register of members on the day notice is given and the auditor, if an auditor has been appointed, and no other person is entitled to receive a notice of general meeting.

PART 13– INDEMNITIES TO DIRECTORS AND OTHERS

- 13.1 In this Part 13:
 - (a) “eligible party”, in relation to the Association, means an individual who is or was a Director, officer or senior manager of the Association or who holds or held an equivalent position in a subsidiary of the Association;
 - (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which an eligible party or heir or personal or other legal representative of the eligible party, by reason of the eligible party being or having been a Director, officer or senior manager of the Association, or holding or having held an equivalent position in a subsidiary of the Association,
 - (i) is or may be joined as a party, or
 - (ii) is or may be liable for or in respect of a penalty in, or expenses related to, the legal proceeding or investigative action;
 - (c) “expenses” includes costs, charges and expenses, including legal and other fees, but does not include penalties;
 - (d) “penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding and “penalties” means all such judgments, penalties, or fines.
- 13.2 Subject to the Act, the Association must indemnify an eligible party and his or her heirs and personal or legal representatives against all penalties to which such person is or may be liable.

13.3 Subject to the Act, the Association must:

- (a) pay as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party and his or her heirs and personal or legal representatives in respect of an eligible proceeding, provided the Association first receives a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited by the Act, such person will repay the amounts advanced; and
- (b) in any event, pay the expenses actually and reasonably incurred by an eligible party and his or her heirs and personal or legal representatives in respect of an eligible proceeding after the final disposition of such proceeding.

13.4 Subject to any restrictions in the Act, the Association may indemnify any person.

13.5 The failure of an eligible party to comply with the Act or these Bylaws does not invalidate any indemnity to which he or she is entitled under this Part.

13.6 The Association may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal or personal representatives) who is or was an eligible party, employee or agent of the Association.

PART 14 – RECORDS

14.1 Subject to and in accordance with the Act, the records of the Association will be open to the inspection of the Directors and the Members.

PART 15 – GENERAL

15.1 Any meeting of the Members, the Directors or any committee, may also be held, or any Member, Director or committee member may participate in any meeting of the Members, the Directors or any committee which he or she is entitled to attend, by telephone or other communications medium as long as all the Members, Directors, or persons participating in the meeting are able to communicate with one another. All such Members, Directors, or persons so participating in any such meeting will be deemed to be present in person at the stated location of such meeting and, notwithstanding the foregoing Bylaws, will be entitled to vote in a manner that adequately discloses their intentions.

15.2 The activities of the Association will be carried on without purpose of gain for its Members and any income, profits or other accretions to the Association will be used in promoting the purposes of the Association. No part of the income of the Association may be made payable to or otherwise made available for the personal benefit of any Member. In this Bylaw, "income" has the meaning prescribed in subsection 149(2) of the *Income Tax Act* (Canada).

15.3 The constitution or these Bylaws shall not be altered or added to except by special resolution.

15.4 All prior bylaws of the Association have no further force or effect in defining the legal rights and obligations of the Members of the Association as of the Effective Date.



Number: S0019426

Societies Act
CERTIFICATE OF CHANGE OF NAME

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

I Hereby Certify that ~

PANORAMA RESORT INTERVAL OWNERS' ASSOCIATION changed its name to
PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE on December 13,
2019 at 11:59 AM Pacific Time.



*Issued under my hand at
Victoria, British Columbia*

A handwritten signature in black ink, appearing to read 'Carol Prest'.

CAROL PREST

REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA
CANADA



CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies

Carol Prest
CAROL PREST

CONSTITUTION ALTERATION APPLICATION (CHANGE NAME AND PURPOSES)

BC Society • Societies Act

NAME OF SOCIETY: **PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE**

Incorporation Number: S0019426
Business Number: 81262 7164 BC0001
Filed Date and Time: December 13, 2019 11:59 AM Pacific Time

SPECIAL RESOLUTION DATE

I, Wendy Parliament, confirm that the Society passed a Special Resolution to adopt the changes as outlined below.

Special Resolution Date: September 28, 2019

SOCIETY NAME

Current Name:

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

Previous Name:

PANORAMA RESORT INTERVAL OWNERS' ASSOCIATION

PURPOSES

- (a) to assist and facilitate its members in operating a recreational timeshare at Horsethief Lodge by maintaining real estate facilities and granting licenses in the facilities to its members and other participants in the timeshare;
- (b) to acquire, hold, transfer, sell, exchange, or deal with, in any other manner, title to any and all real and personal property required in order to assist and facilitate the timeshare;
- (c) to represent and promote the interests of its members in the timeshare, including, without limitation, acting as agent for the purposes of appointing and monitoring managers, sub-contractors and carrying out such other activities that promote the timeshare;
- (d) to provide a method for including the representation of its members in the management of Strata Corporation N83;
- (e) to acquire and hold shares in any corporation connected with the administration of the timeshare or for the purposes of acquiring and holding real and personal property, including shares in Panorama Resort Timeshare Inc.

MEMBER-FUNDED SOCIETY

This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.



CONSTITUTION ALTERATION APPLICATION (CHANGE NAME AND PURPOSES)

BC Society • Societies Act

CERTIFICATION

I, Wendy Parliament, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.





CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies

Carol Prest
CAROL PREST

CONSTITUTION

BC Society • Societies Act

NAME OF SOCIETY: **PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE**

Incorporation Number: S0019426
Business Number: 81262 7164 BC0001
Filed Date and Time: December 13, 2019 11:59 AM Pacific Time

The name of the Society is PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

The purposes of the Society are:

- (a) to assist and facilitate its members in operating a recreational timeshare at Horsethief Lodge by maintaining real estate facilities and granting licenses in the facilities to its members and other participants in the timeshare;
- (b) to acquire, hold, transfer, sell, exchange, or deal with, in any other manner, title to any and all real and personal property required in order to assist and facilitate the timeshare;
- (c) to represent and promote the interests of its members in the timeshare, including, without limitation, acting as agent for the purposes of appointing and monitoring managers, sub-contractors and carrying out such other activities that promote the timeshare;
- (d) to provide a method for including the representation of its members in the management of Strata Corporation N83;
- (e) to acquire and hold shares in any corporation connected with the administration of the timeshare or for the purposes of acquiring and holding real and personal property, including shares in Panorama Resort Timeshare Inc.

This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.



Filed Date and Time: December 13, 2019 12:04 P.M Pacific Time
Society Incorporation Number: S0019426

CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies


CAROL PREST

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

BYLAWS

PART 1 – INTERPRETATION

1.1 Definitions

In these Bylaws, unless the context otherwise requires:

- (a) "Act" means the *Societies Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (b) "Association" means the Panorama Vacation Association at Horsethief Lodge;
- (c) "Association Strata Lots" means those strata lots located within Strata Plan N83 owned by the Association from time to time;
- (d) "Bylaws" means these Bylaws as altered from time to time;
- (e) "Charter Member" means those persons who are included in the Charter Membership class pursuant to Bylaw 2.3 and who have not ceased to be Members;
- (f) "Director" means a Director of the Association from time to time;
- (g) "Effective Date" means the date these Bylaws are filed with the Registrar of Companies;
- (h) "Good Standing" means having paid all applicable membership dues under these Bylaws and all current amounts owed under the VA;
- (i) "Interval" means a weekly period of time during which a Subscriber has the right to use an Association Strata Lot pursuant to a VA;
- (j) "Members" means the Charter Members and the Regular Members from time to time;
- (k) "Regular Member" means those persons who are included in the Regular Membership class pursuant to Bylaw 2.4 and who have not ceased to be Members;
- (l) "Subscriber" means any person who has entered into a VA and, as a result, became a Member of the Association;
- (m) "VA" means the subscription and vacation interval agreements that sets out the rights and obligations respecting a Subscriber's ability to use an Interval.

1.2 The definitions in the Act apply to these Bylaws.

1.3 Words importing the singular include the plural and vice versa; and words importing a male person include a female person and a corporation.

1.4 If there is a conflict between these Bylaws and the Act, the Act prevails.

PART 2 – MEMBERS AND AFFILIATES

- 2.1 Subject to Bylaw 2.2, the Members of the Association are the Charter Members and the Regular Members.
- 2.2 On the Effective Date, the only persons who shall be the members of the Association are the members who, immediately before these Bylaws came into effect:
- (a) were in good standing under bylaw 2.04 of the bylaws of the Association at that time, which provided that a member was not in good standing if they failed to pay their annual membership dues or their share of the operating costs; and
 - (b) were fully paid up under the vacation interval leases with the Association.
- All members who, immediately before these Bylaws came into effect, did not meet the requirements set out above ceased to be a member of the Association on the Effective Date. In addition, a member who continued as a member under this Bylaw but does not become a Charter Member under Bylaw 2.3(a) will cease to be a member on January 1, 2020.
- 2.3 The Charter Membership class includes the following Members:
- (a) all of the persons who are members on the Effective Date and elect to continue to be Charter Members by entering into a VIA by January 1, 2020;
 - (b) any person to whom a Charter Member has transferred his or her membership under Bylaw 2.9; and
 - (c) any successor of a Charter Member pursuant to the VIA.
- 2.4 The Regular Membership class includes all persons who become Subscribers after the Effective Date other than those persons described in Bylaw 2.3 above.
- 2.5 Although subscription under a VIA may be done jointly such that there is more than one Subscriber per Interval, membership is limited to one Member per Interval, it being understood that Subscribers who jointly hold the rights to use an Interval shall have no greater membership rights in the Association than a Subscriber who has the sole right to use an Interval. Where there is more than one Subscriber for an Interval, the Member for that Interval shall be the person designated by the Subscribers or, failing such designation, the Subscriber whose name appears first on the VIA.
- 2.6 A person can only have one membership in the Association. If a Subscriber, or joint Subscribers, subscribe for more than one Interval, that Subscriber, or joint Subscribers, only have one membership in the Association regardless of the number of Intervals subscribed for.
- 2.7 A person shall cease to be a Member upon ceasing to be a Subscriber, it being understood that a Member will only cease to be a Subscriber upon the termination of their VIA, in accordance with its terms.
- 2.8 Every Member must uphold the constitution of the Association and must comply with these Bylaws.

- 2.9 A Member may transfer his or her membership to a person who has entered into a VIA for the same Interval with the prior consent of the Association, such consent not to be unreasonably withheld.
- 2.10 The Directors may set the membership dues for Members, if any. Membership dues owed to the Association are separate from any occupancy fees charged under the VIA.
- 2.11 A Member who is not in Good Standing:
 - (a) may not vote at any general meeting,
 - (b) is deemed not to be entitled to vote for the purpose of consenting to a special resolution or ordinary resolution of the Members,
 - (c) is not counted in quorum at any general meeting, and
 - (d) is ineligible for election as a Director.
- 2.12 The Members cannot discipline or expel any Member by a special resolution.
- 2.13 Notwithstanding Bylaw 15.4, according to the terms of the plan of arrangement approved by a special resolution of the members of the Association, the Association is obligated for the remainder of the 2019 operating year of the timeshare enterprise to honor the former usage rights and bookings that existed under the former vacation interval leases, despite the fact that some of the holders of the former vacation interval leases have not continued as members under these Bylaws.

PART 3 – MEETINGS OF MEMBERS

- 3.1 General meetings of the Association must be held at the time and place that the Directors determine.
- 3.2 An annual general meeting of the Association will be held at least once in every calendar year.
- 3.3 Every general meeting, other than an annual general meeting, is an extraordinary general meeting.
- 3.4 At least 14 days' notice of a general meeting specifying the place, day and hour of meeting shall be given to all Members.
- 3.5 Notice of any general meeting must:
 - (a) state the nature of any special business to be transacted at the meeting in sufficient detail to permit a Member receiving the notice to form a reasoned judgment concerning that business;
 - (b) include the text of any special resolution to be submitted to the meeting; and
 - (c) contain the agenda with the order of business to be transacted at the meeting.
- 3.6 The Directors may, whenever they think fit, and shall, upon a requisition in writing of 10% of the Members entitled to vote, call an extraordinary general meeting without delay.

- 3.7 The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the Members entitled to receive notice does not invalidate proceedings at that meeting.

PART 4 – PROCEEDINGS AT GENERAL MEETINGS

- 4.1 At an extraordinary general meeting, all business is special business except the adoption of rules of order.
- 4.2 At an annual general meeting, all business is special business except:
- (a) the adoption of rules of order;
 - (b) the consideration of the financial statements;
 - (c) the report of the Directors, if any;
 - (d) the report of the auditor, if any;
 - (e) the election of Directors;
 - (f) the election of representatives under Part 9;
 - (g) the appointment of the auditor, if required; and
 - (h) the other business that, under these Bylaws, ought to be transacted at an annual general meeting or business which is brought under consideration by the report of the Directors, issued with a notice convening the meeting.
- 4.3 Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 4.4 The quorum at annual general meetings is three Members present in person or represented by proxy.
- 4.5 If, within 1/2 hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if, at the adjourned meeting, a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons present who are entitled to vote shall be a quorum; except in the case of a meeting convened on the requisition of Members, then the meeting is terminated.
- 4.6 The following individual is entitled to preside as the chair of a general meeting:
- (a) the individual, if any, appointed by the Directors to preside as the chair;
 - (b) if the Directors have not appointed an individual to preside as the chair or the individual appointed by the Directors is unable to preside as the chair,
 - (i) the president,
 - (ii) the vice-president, if the president is unable to preside as the chair, or

- (iii) one of the other Directors present at the meeting, if both the president and vice-president are unable to preside as the chair.
- 4.7 If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the Members must elect an individual present at the meeting to preside as the chair.
- 4.8 The chair of a general meeting may, or, if so directed by the Members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.
- 4.9 If, at any time during a general meeting, there ceases to be a quorum of Members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- 4.10 When a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given, as in the case of the original meeting.
- 4.11 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 10 days or more, notice of the continuation of the adjourned meeting must be given.
- 4.12 The order of business at a general meeting shall follow the agenda included with the notice of meeting, subject to such amendments approved at the meeting.
- 4.13 At any general meeting a resolution shall be decided on a show of hands or another method that adequately discloses the intention of the Members, unless a poll is demanded by Members present in person or by proxy.
- 4.14 Unless a poll was demanded, a declaration by the chair that a resolution has, on the show of hands or such other method that adequately discloses the intention of the Members, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 4.15 A demand for a poll may be withdrawn.
- 4.16 A poll, if demanded, shall be taken in whatever manner the chair thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 4.17 A resolution proposed at a meeting must be seconded and a chair of a meeting may move or propose a resolution.
- 4.18 In case of an equality of votes, the chair shall not have a casting or second vote in addition to the vote to which he or she may be entitled as a Member and the proposed resolution shall not pass.
- 4.19 Every Member in Good Standing in person or represented by proxy at a general meeting will be entitled to one vote.
- 4.20 On a show of hands, votes shall be indicated by the Members or their proxies showing their voting cards.

- 4.21 On a show of hands or on a poll, votes may be given either personally or by proxy.
- 4.22 An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and be for a particular meeting.
- 4.23 Voting by proxy is permitted.
- 4.24 A Member may appoint any individual, including an individual under 19 years of age, as a proxy holder to attend, act and vote for the Member at a general meeting.
- 4.25 A proxy for a meeting of Members must:
 - (a) be received at the registered office of the Association or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
 - (b) unless the notice provides otherwise, be received at the meeting, by the chair of the meeting or adjourned meeting or to a person designated by the chair of the meeting or adjourned meeting.
- 4.26 A vote given in accordance with the terms of a proxy is valid despite the previous death of the Member giving the proxy or revocation of the proxy or of the authority under which the proxy is given, unless notice in writing of the death or revocation has been received at the registered office of the Association or by the chair of the meeting or adjourned meeting for which the proxy was given before the vote is taken.
- 4.27 Every proxy may be revoked by an instrument in writing:
 - (a) executed by the Member giving the proxy; and
 - (b) delivered either at the registered office of the Association at any time up to and including the last business day preceding the day of the meeting or any adjournment of the meeting at which the proxy is to be used or to the chair of the meeting on the day of the meeting or any adjournment of the meeting before any vote in respect of which the proxy is to be used has been taken;or in any other manner provided by law.
- 4.28 Subject to the Act, the Directors may, at their sole discretion, permit voting by ballot on any business to be conducted at a general meeting and determine whether the vote will be conducted entirely by ballot or by a combination of ballot and in person and proxy voting at a general meeting.
- 4.29 Where voting by ballot is permitted pursuant to Bylaw 4.28, the Directors may determine whether the ballots will be done by mail, electronic transmission, personal delivery, or a combination of mail, electronic transmission or personal delivery. The Association will give each Member at least 14 days' notice of the text of the resolutions to be voted on, the opening and closing dates for casting a vote, and instructions on how to cast a vote. For a ballot to be valid, the ballot must be cast in accordance with the instructions sent in the notice. If a meeting is conducted in conjunction with the ballot, for the purpose of determining quorum at the meeting, a Member who has voted by ballot on a resolution is

deemed to be present at the meeting. The Association will notify the Members of the result of a ballot within seven days after the closing date.

- 4.30 A corporate or partnership Member may vote by its authorized representative, who is entitled to speak and vote and, in all other respects, exercise the rights of a Member, and that representative shall be recognized as a Member for all purposes with respect to a general meetings of the Members.

PART 5 – DIRECTORS

- 5.1 The number of Directors is the most recent number determined from time to time at a general meeting by ordinary resolution, provided that the Association must have at least 3 Directors.
- 5.2 A Director must be qualified as required by the Act to become, act or continue to act as a Director.
- 5.3 The term of office of a Director is two years, to expire at the conclusion of the second annual general meeting following election, or, if no successor is elected at the annual general meeting, to expire when a successor is elected.
- 5.4 The Directors will have staggered terms of office such that no more than a simple majority of Directors will have terms of office expiring at each annual general meeting. In order to transition to staggered terms of office and to maintain staggered terms, the Directors may designate that a certain number of Director positions to be filled at the next annual general meeting will have a term of one year.
- 5.5 A Director is eligible for election for an unlimited number of consecutive terms.
- 5.6 If there is a vacancy among the Directors, the Directors may, at any time, appoint a Member as a Director to fill the vacancy.
- 5.7 A Director appointed by the Directors to fill a vacancy ceases to be a Director at the next annual general meeting.
- 5.8 No act or proceeding of the Directors is invalid only by reason of there being less than the prescribed number of Directors in office.
- 5.9 The Members may by special resolution remove a Director before the expiration of his or her term of office, and may elect a successor to complete the term of the office.
- 5.10 The Directors may by a unanimous resolution of the Directors, other than the Director who is the subject of the resolution, remove a Director before the expiration of his or her term of office.
- 5.11 A Director shall be reimbursed for any expenses necessary and reasonably incurred by him or her while engaged in the affairs of the Association.
- 5.12 These Bylaws do not permit the Association to pay to a Director remuneration for being a Director, but the Association may, subject to the Act, pay remuneration to a Director for services provided by the Director to the Association in another capacity.

PART 6 – POWERS AND DUTIES OF DIRECTORS

6.1 The Directors may exercise all the powers and do all the acts and things that the Association may exercise and do, including, without limitation, admitting Subscribers as Charter Members or Regular Members in accordance with these Bylaws, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Association in general meeting but subject, nevertheless, to:

- (a) all laws affecting the Association;
- (b) the Association's constitution and these Bylaws; and
- (c) rules, not being inconsistent with these Bylaws, which are made from time to time by the Association in general meeting.

No rule, made by the Association in general meeting invalidates a prior act of the Directors that would have been valid if that rule had not been made.

6.2 All acts done in good faith by the Directors are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of the Directors, as valid as if the Directors had been duly appointed or had duly continued in office.

6.3 A contract or other record to be signed by the Association must be signed on behalf of the Association

- (a) by the president, together with one other Director,
- (b) if the president is unable to provide a signature, by the vice-president together with one other Director,
- (c) if the president and vice-president are both unable to provide signatures, by any two other Directors, or
- (d) in any case, by one or more individuals authorized by the Directors to sign the record on behalf of the Association.

PART 7 – PROCEEDINGS OF DIRECTORS

7.1 A Directors' meeting may be called by the president or by any two other Directors.

7.2 At least two days' notice of a Directors' meeting must be given unless all the Directors agree to a shorter notice period.

7.3 The accidental omission to give notice of a Directors' meeting to a Director, or the non-receipt of a notice by a Director, does not invalidate proceedings at the meeting.

7.4 The Directors may regulate their meetings and proceedings as they think fit.

7.5 The quorum for the transaction of business at a Directors' meeting is a majority of the Directors.

7.6 For a first meeting of Directors held immediately following the appointment or election of a Director or Directors at an annual or other general meeting of Members, or for a

meeting of the Directors at which a Director is appointed to fill a vacancy in the Directors, it is not necessary to give notice of the meeting to the newly elected or appointed Director or Directors for the meeting to be constituted, if a quorum of the Directors is present.

- 7.7 Resolutions arising at a meeting of the Directors shall be decided by a simple majority of votes.
- 7.8 In case of an equality of votes, the chair shall not have a second or casting vote, and the proposed resolution shall not pass.
- 7.9 No resolution proposed at a meeting of Directors need be seconded and the chair of a meeting may move or propose a resolution.
- 7.10 A resolution in writing, signed by all the Directors and placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors.
- 7.11 The Directors may consent to and pass resolutions by electronic transmission (which includes email), and a copy of the resolution placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors. The Directors may adopt policies regarding how such resolutions are consented to and passed, including policies regarding the threshold for passing a resolution (provided that the threshold is not less than a majority of the Directors then in office) and the period of time for discussion and voting.
- 7.12 The Directors may delegate any, but not all, of their powers to committees which may be in whole or in part composed of Directors, as they think fit.
- 7.13 A committee will limit its activities to the purpose or purposes for which it is appointed and will have no powers except those specifically conferred by the Directors.
- 7.14 Unless otherwise specified by the Directors, the chair of each committee may set the rules of procedure for that committee and will preside over all meetings of that committee.

PART 8 – DUTIES OF OFFICERS

- 8.1 The Directors may elect a president, a vice-president, a secretary and a treasurer (or a secretary-treasurer) and such other officers as they see fit.
- 8.2 The president is the chair at Directors' meetings and is responsible for supervising the other Directors in the execution of their duties.
- 8.3 The vice-president is the vice-chair at Directors' meetings and is responsible for carrying out the duties of the president if the president is unable to act.
- 8.4 The secretary is responsible for doing, or making the necessary arrangements for, the following:
 - (a) issuing notices of general meetings of Members and Directors' meetings;
 - (b) taking minutes of general meetings of Members and Directors' meetings;
 - (c) keeping the records of the Association in accordance with the Act;

- (d) filing the annual report of the Association and making any other filings with the Registrar of Companies.
- 8.5 In the absence of the secretary from a meeting, the Directors must appoint another individual to act as secretary at the meeting.
- 8.6 The treasurer is responsible for doing, or making the necessary arrangements for, the following:
 - (a) receiving and banking monies collected from the Members or other sources;
 - (b) keeping accounting records as required by the Act and the *Income Tax Act* (Canada);
 - (c) preparing the Association's financial statements;
 - (d) making the Association's filings respecting taxes.
- 8.7 The offices of secretary and treasurer may be held by one person who shall be known as the secretary-treasurer.

PART 9 – REPRESENTATIVES OF SUBSCRIBERS ON STRATA CORPORATION AND STRATA DIRECTORS

- 9.1 In this Part 9:
 - (a) "Strata Corporation" means The Owners, Strata Plan N83;
 - (b) "Strata Council" means the council of the Strata Corporation.
- 9.2 At each annual general meeting, the Members shall elect representatives to the Strata Corporation and the Strata Council from amongst the Members for a term ending at the next annual general meeting. One representative to the Strata Council shall be elected. The maximum number of representatives to the Strata Corporation that may be elected is equal to the number of Association Strata Lots, and the minimum is one. The representatives shall have the power to vote on behalf of the Association Strata Lots and no other Members are entitled to vote on behalf of the Association. All representatives shall be Members but only one Member who holds an Interval per any one Association Strata Lot may be elected as a representative to the Strata Corporation. The representatives shall retire at the annual general meeting following their election, but are eligible for re-election.
- 9.3 The Members may, by special resolution, at a general meeting, remove any representative before the expiration of his or her term of office and appoint another Member in his or her place to hold office until the next annual general meeting.
- 9.4 If there is a vacancy among the representatives, the Directors may appoint a Member as a representative to fill the vacancy until the next annual general meeting.

PART 10 – BORROWING

- 10.1 The Association, if authorized by the Directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the Directors consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Association or any other person and at such discounts or premiums and on such other terms as the Directors consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Association.

PART 11 – AUDITOR

This Part applies only where the Association is required by the Act to have, or has resolved to have, an auditor:

- 11.1 The first auditor will be appointed by the Directors, or by the Members, to hold office until the close of the annual general meeting following the appointment.
- 11.2 At each annual general meeting, the Members will appoint an auditor to hold office until the close of the annual general meeting following the appointment, or, if the auditor is not re-appointed and no successor is appointed at the annual general meeting, until a successor is appointed.
- 11.3 Subject to Bylaw 11.4, if there is a vacancy in the office of auditor, the Directors may appoint an auditor to hold office until the close of the next annual general meeting.
- 11.4 The Members may by ordinary resolution remove an auditor before the expiration of the auditor's term of office at a general meeting called for that purpose, and must appoint a successor by ordinary resolution to complete the term of office. At least 14 days before the notice of meeting is sent, the Association must send to the auditor:
 - (a) notice of the intention to call the meeting, including the date on which the notice of meeting is proposed to be sent; and
 - (b) a copy of all of the matters proposed to be sent to the Members regarding the meeting.

If the Association receives written representations from the auditor respecting the auditor's proposed removal and receives those representations at least seven days before the date on which the notice of meeting is sent, the Association must include those representations with the notice of meeting.

- 11.5 The auditor is entitled:
 - (a) to notices of general meetings and other communication relating to meetings to which Members are entitled,
 - (b) to attend general meetings, and

- (c) to be heard at general meetings on any part of the business of the meeting that deals with the financial statements of the Association or any other matter with respect to which the auditor has a duty or function.

PART 12 – NOTICE

- 12.1 A notice or other record may be given to a Member personally or by mail or electronic transmission (which includes email) to the address of the Member recorded in the register of Members.
- 12.2 Notices shall be deemed to have been given when deposited, postage prepaid, in a postal box in Canada and addressed to the Member or when sent to the Member by electronic transmission.
- 12.3 Where a notice or other record is required to be sent pursuant to the Bylaws or the Act, the person entitled to receive the notice or other record may consent in writing to waive either the sending of the notice or other record or the time within which the notice or other record must be sent.
- 12.4 Notice of a general meeting shall be given to every Member shown on the register of members on the day notice is given and the auditor, if an auditor has been appointed, and no other person is entitled to receive a notice of general meeting.

PART 13– INDEMNITIES TO DIRECTORS AND OTHERS

- 13.1 In this Part 13:
 - (a) “eligible party”, in relation to the Association, means an individual who is or was a Director, officer or senior manager of the Association or who holds or held an equivalent position in a subsidiary of the Association;
 - (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which an eligible party or heir or personal or other legal representative of the eligible party, by reason of the eligible party being or having been a Director, officer or senior manager of the Association, or holding or having held an equivalent position in a subsidiary of the Association,
 - (i) is or may be joined as a party, or
 - (ii) is or may be liable for or in respect of a penalty in, or expenses related to, the legal proceeding or investigative action;
 - (c) “expenses” includes costs, charges and expenses, including legal and other fees, but does not include penalties;
 - (d) “penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding and “penalties” means all such judgments, penalties, or fines.
- 13.2 Subject to the Act, the Association must indemnify an eligible party and his or her heirs and personal or legal representatives against all penalties to which such person is or may be liable.

13.3 Subject to the Act, the Association must:

- (a) pay as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party and his or her heirs and personal or legal representatives in respect of an eligible proceeding, provided the Association first receives a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited by the Act, such person will repay the amounts advanced; and
- (b) in any event, pay the expenses actually and reasonably incurred by an eligible party and his or her heirs and personal or legal representatives in respect of an eligible proceeding after the final disposition of such proceeding.

13.4 Subject to any restrictions in the Act, the Association may indemnify any person.

13.5 The failure of an eligible party to comply with the Act or these Bylaws does not invalidate any indemnity to which he or she is entitled under this Part.

13.6 The Association may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal or personal representatives) who is or was an eligible party, employee or agent of the Association.

PART 14 – RECORDS

14.1 Subject to and in accordance with the Act, the records of the Association will be open to the inspection of the Directors and the Members.

PART 15 – GENERAL

15.1 Any meeting of the Members, the Directors or any committee, may also be held, or any Member, Director or committee member may participate in any meeting of the Members, the Directors or any committee which he or she is entitled to attend, by telephone or other communications medium as long as all the Members, Directors, or persons participating in the meeting are able to communicate with one another. All such Members, Directors, or persons so participating in any such meeting will be deemed to be present in person at the stated location of such meeting and, notwithstanding the foregoing Bylaws, will be entitled to vote in a manner that adequately discloses their intentions.

15.2 The activities of the Association will be carried on without purpose of gain for its Members and any income, profits or other accretions to the Association will be used in promoting the purposes of the Association. No part of the income of the Association may be made payable to or otherwise made available for the personal benefit of any Member. In this Bylaw, "income" has the meaning prescribed in subsection 149(2) of the *Income Tax Act* (Canada).

15.3 The constitution or these Bylaws shall not be altered or added to except by special resolution.

15.4 All prior bylaws of the Association have no further force or effect in defining the legal rights and obligations of the Members of the Association as of the Effective Date.

Exhibit E
Budget

Panorama Resort

FISCAL YEAR

	2020 Budget
Account Description	Total
Revenues	
Occupancy Fees - Owners	942,964
Occupancy Fees - New Memberships	60,020
Maintenance Fees - Prepaid Deedbacks	48,390
Total Occupancy Fee Revenue	1,051,374
Strata New Vision Assessments	0
Bad Debt Recovery - Operations	29,000
Foregin Exchange G/L	0
Gain (Loss) on Disposal of Assets	0
Interest Income	0
Interest on Receivables	1,195
Miscellaneous Income	0
Reinstatement Fee Revenue	4,500
Assoc Owned Rental Income for MFs	276,249
Resort Fee	66,571
Service Fee Charge Income	3,700
Telephone/Internet Income	0
Staff Accommodation Income	13,950
Upgrade Income	4,600
Transfer Fees	0
Revenue from Strata Lot Sales	381,984
New Membership Revenue	96,124
Bad Debt (Expense)	(243,933)
COS Rental Relocation (Expense)	0
Total Other Income	633,940
Total Income	1,685,314

Accounting & Data Processing	16,000
Audit & Tax Prep Fees	8,000
Bank Charges	9,169
Credit Card/Merchant Fees - MFs	21,714
Credit Card/Merchant Fees - Front Desk	13,560
Check in Services	88,956
Condo Strata Fees	480,426
Depreciation Expense	0
Insurance Expense	28,672
Legal Fees	12,000
Management Fees	158,392
Payroll Processing Fees	7,377
Property Taxes	52,943
Resort & Owner Services Fee	13,170

Panorama Resort

FISCAL YEAR

2020 Budget

Account Description	Total
Transfer Fees	0
Village Amenities	40,766
Total Summary	951,145

Salaries - Front Office	0
Health Insurance - Front Office	0
Pension Plan - Front Office	0
Salaries - Room Housekeeping	197,854
Payroll taxes	0
Health Ins - Room Housekeeping	6,287
Pension Plan - Room Housekeeping	16,514
Workers Comp - Room Housekeeping	2,810
Salaries - Room Mgmt	0
Payroll taxes	0
Health Ins - Room Mgmt	0
Pension Plan - Room Mgmt	0
Workers Comp - Room Mgmt	0

Total Payroll Expense - Housekeeping/Room: 223,465

Carpet Cleaning	9,574
Contract Cleaning	0
Employee Relations	0
Guest Supplies	28,042
Inventory and Delivery	1,500
Kitchen Items Replaced	7,272
Laundry Service	70,209
Linen Expense	10,500

Total Other Expense - Housekeeping/Rooms 127,097

Total Expense - Housekeeping/Rooms 350,562

Electrical and Mechanical	4,596
Furniture and Fixture	14,004
Maintenance - Interior	3,504
Plumbing Repairs	5,004
Propane, Oil, Natural Gas	1,908
Repair & Maintenance	38,880
TV	600

Total Expense - Maintenance 68,496

Panorama Resort

FISCAL YEAR

	2020 Budget
Account Description	Total
Salaries - General Management	86,601
Payroll taxes	0
Health Insurance - Mgmt	4,162
Pension Plan - Mgmt	7,908
Workers Comp - General Mangement	1,505
GM Bonus	19,377
Salaries - Guest Services Assistant	35,360
Payroll taxes	0
Health Insurance - Mgmt	1,312
Pension Plan - Mgmt	3,984
Workers Comp- Mgmt	502
Total Payroll Expense - Resort Management//	160,711
Advertising	6,000
PRTI Director's Expenses	3,216
PRIOA Director's Expense	13,800
Collection Agency Fees	4,400
Computer Services & Support	9,000
Interest Expense	0
Licenses & Permits	400
Membership & Sales Expenses	23,450
MF Billings	7,879
Employee Relations	8,000
Dues and Subscriptions	0
Guest Survey	1,560
Miscellaneous	0
Office Supplies & Expense	3,500
Printing & Postage	19,715
Project CSV	0
Rent Expense	8,844
Staff Accommodation Expense	6,240
Storage Rental	3,156
Training & Seminars	0
Travel	0
Employee Allowance	0
Total Other Expense - Resort Management	119,160
Total Resort Management	279,871
Cable	0
Electricity	0
Propane, Oil, Natural Gas	0
Refuse Collection	0
Telephone/Conference Calls	4,572

Panorama Resort

FISCAL YEAR

	2020 Budget
Account Description	Total
Water and Sewer	0
Wireless Internet	22,668
Total Utilities	27,240

Promotion - Guest Reception	8,000
Total Activities & Security	8,000

TOTAL OPERATING EXPENSE	1,685,314
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SURPLUS(DEFICIT) OPERATING	(0)
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RESERVES/SPECIAL ASSESSMENT

Occupancy Fees - Reserves Owners	77,100
Transition Fees	0
Interest Income - Reserves	0
Reserve Revenue	77,100

Appliances	0
Blinds	0
Bedding & Linens	0
Building Improvement	0
Cabinets	0
Elevator	0
Chalet Repairs - Foundation	0
Equipment	0
Fixtures - Plumbing	0
Furniture - Unit	0
HVAC	0
Keys and Locks	0
Legal Fees paid from Cash reserves	20,100
Management Fees - Reserves	0
Misc. Building	0
Misc. Furnishings -Appliances	0
Misc. Interiors (Refurbs)	0
Reserve for Refurbishment	57,000
Painting	0
Patio/deck/furniture	0
Plumbing	0

Panorama Resort

FISCAL YEAR

Account Description	2020 Budget
	Total
Pool	0
Reserve Study	0
Roads & Parking	0
Roof	0
Special Assessment Expense	0
Tennis Court Maintenance	0
Reserve Expenses	77,100
SURPLUS(DEFICIT) RESERVES	0
TOTAL REVENUE	1,762,414
TOTAL EXPENSE	1,762,414
SURPLUS/(DEFICIT)	(0)

Unit Number	Civic Address	PID	Legal Description
821	821 2030 Panorama Drive	005-190-711	Strata Lot 52, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
825	825 2030 Panorama Drive	005-190-819	Strata Lot 57, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
901	901 2030 Panorama Drive	005-190-517	Strata Lot 41, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
902	902 2030 Panorama Drive	005-190-452	Strata Lot 38, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
904	904 2030 Panorama Drive	005-190-428	Strata Lot 36, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
907	907 2030 Panorama Drive	005-190-525	Strata Lot 42, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
908	908 2030 Panorama Drive	005-190-436	Strata Lot 37, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1001	1001 2030 Panorama Drive	005-190-398	Strata Lot 33, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1002	1002 2030 Panorama Drive	005-190-347	Strata Lot 30, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1003	1003 2030 Panorama Drive	005-190-363	Strata Lot 31, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1005	1005 2030 Panorama Drive	005-190-371	Strata Lot 32, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1010	1010 2030 Panorama Drive	005-181-488	Strata Lot 18, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1012	1012 2030 Panorama Drive	005-190-045	Strata Lot 14, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1016	1016 2030 Panorama Drive	005-190-118	Strata Lot 17, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1018	1018 2030 Panorama Drive	005-190-088	Strata Lot 16, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1020	1020 2030 Panorama Drive	005-190-011	Strata Lot 12, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1023	1023 2030 Panorama Drive	005-190-282	Strata Lot 26, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1026	1026 2030 Panorama Drive	005-189-870	Strata Lot 6, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
1028	1028 2030 Panorama Drive	005-189-730	Strata Lot 3, Plan NES83, District Lot 16352, Kootenay Land District, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

Exhibit G
Encumbrances

Restrictive Covenant Q25110 (see Q25109)

Restrictive Covenant S14074 (see S14073)

Easement P21857

Easement P28986

Restrictive Covenant KL63289

Restrictive Covenant KL63292

Easement LB138908

Easement LB138912

Restrictive Covenant LB138913

Covenant P14934 in favour of Her Majesty the Queen in Right of the Province of British Columbia as Represented by the Ministry of Transportation & Highways

Restrictive Covenant Q6679

Various leases, subleases, rent charges, and other leasehold interests applicable to specific strata lots only.

Those notations, charges and encumbrances set out in the Common Property Search attached to this Exhibit "G".

COMMON PROPERTY SEARCH PRINT

File Reference: 72633.5

2019-02-05, 11:06:31

Requestor: Brandi Patton

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District NELSON
Land Title Office NELSON

Common Property Strata Plan NES83

Transfers NONE

Legal Notations

HERETO IS ANNEXED EASEMENT KP39937 OVER THAT PART LOT A PLAN NEP66574
SHOWN ON PLAN NEP66710

HERETO IS ANNEXED EASEMENT LB138908 OVER PART OF LOT A PLAN NEP80724
SHOWN ON PLAN NEP85359

HERETO IS ANNEXED EASEMENT LB138912 OVER PART OF LOT 4 PLAN NEP62721
SHOWN ON PLAN NEP85360

HERETO IS ANNEXED RESTRICTIVE COVENANT LB138913 OVER LOT 4
PLAN NEP62721

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	P14934
Registration Date and Time:	1980-07-15 15:00
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION & HIGHWAYS
Remarks:	INTER ALIA SECTION 215 LAND TITLE ACT AS TO PART FORMERLY COMMON PROPERTY OF STRATA PLANS NES30 AND NES32

**REAL ESTATE DEVELOPMENT MARKETING ACT
DISCLOSURE STATEMENT FOR
PANORAMA VACATION RETREAT AT HORSETHIEF LODGE**

AMENDMENT #1 DATED: DECEMBER 15, 2020

DISCLOSURE STATEMENT DATED: FEBRUARY 20, 2020

Developer:	Panorama Vacation Association at Horsethief Lodge (also referred to as the "Association")
Address for Service in British Columbia:	Building 2 Panorama Resort Box 7000 Panorama, BC V0A 1T0
Business Address for the Association:	Building 2 Panorama Resort Box 7000 Panorama, BC V0A 1T0
Association's Real Estate Agent:	None. The Association will use its own employees to market the development. They are not licensed under the Real Estate Services Act and are not acting on behalf of any purchaser. The Association's solicitor will hold deposits pursuant to applicable legislation.

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Association to disclose plainly all material facts, without misrepresentation.

DISCLOSURE STATEMENT AMENDMENT #1

PANORAMA VACATION ASSOCIATION AT HORSETHIEF LODGE

The Disclosure Statement dated February 20, 2020 is amended as follows:

1. Section 1.4 is deleted and replaced with the following:

1.4 Directors

The directors and officers of the Association are:

- (a) Carol Markewich– director;
- (b) John Hart– director;
- (c) Len Lavender - director;
- (d) Brian Liang– director;
- (e) Rick Williams – director;
- (f) Ashraf Mithani– director;
- (g) James Peter Wyatt – director.

2. Section 1.5 is restated as follows:

1.5 Background

The Association has administered the Vacation Interval Development located at the Development since it was incorporated in 1984.

The directors of the Association do not have experience in the development industry. They are subscribers in the Vacation Interval Development who have been elected as directors of the Association by its membership, and who serve at the pleasure of the membership.

To the best of the Association's knowledge, none of the Association, nor any person holding directly or indirectly more than 10% of any class of voting securities of the Association ("**Principal Holder**") (of which there are none as the Association is incorporated as a society under the *Societies Act*), nor any director or officer of the Association or a Principal Holder has, in the ten years prior to the date of this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

To the best of the Association's knowledge, none of the Association, nor any Principal Holder of the Association, nor any director or officer of the Association or a Principal Holder has, in the five years prior to the date of this Disclosure Statement, been declared bankrupt or made a voluntary assignment in bankruptcy; made a proposal under any legislation relating to bankruptcy or insolvency; has been subject to or

instituted any proceedings, arrangement or compromise with creditors; or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

To the best of the Association's knowledge, no director, officer nor Principal Holder of the Association, nor any director or officer of a Principal Holder has, in the five years prior to the date of this Disclosure Statement, has been a director, officer or held more than 10% of any class of voting securities of another Association that, while that person was acting in that capacity:

- (a) was subject to any penalties or sanctions imposed by a court of regulatory authority relating to the sale, lease promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

3. Section 1.6 is restated as follows:

1.6 Conflict of Interest

Each director of the Association is a member of the Association and a member of the Vacation Interval Development.

Other than as set out in the previous paragraph, the Association is not aware of any existing or potential conflict of interest among the Association, manager, any directors, officers and Principal Holders of the Association and manager, any directors and officers of any Principal Holders, and any person providing goods or services to the Association, manager or holders of Interval Periods (defined below) in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision.

4. The following is added at the end of Section 3.5 Resale, Sub-licensing, Assignments:

A subscriber may designate Permitted Guests to use their vacation interval, but may not sub-license their vacation interval on commercial terms except through the Manager.

5. Section 3.6 is deleted and replaced with the following:

3.6 Default

If a subscriber defaults under any obligation pursuant to the Subscription Agreement, including by failing to pay subscription fees levied pursuant to the Subscription Agreement, the subscriber's right to use the relevant Vacation Interval Strata Lot may be suspended. The subscriber may cure the default including, in the case of arrears, by paying the arrears, but failing such cure, the directors have the ability to terminate the subscriber's Subscription Agreement, permanently ending the subscriber's right to use the Vacation Interval Strata Lots.

6. The following is added at the end of Section 3.7 Restrictions on Use:

The Bylaws of the Strata Corporation contain the following restrictions on use of the Vacation Interval Strata Lots:

- (a) An owner may keep up to two pets (any combination of cats or dogs totaling two pets) provided they control / leash those pets when on the common property of the Strata Development, pick up and dispose of their pets' fecal matter, and follow other rules and directions of the strata council.
- (b) An owner shall not operate a business from a Strata Lot or use a Strata Lot for any purpose other than a recreational rental property or personal recreational property or residence without permission in writing from the strata council.
- (c) No recreational vehicle (including but not limited to boats, trailers, canoes, campers, tent trailers, motor homes, snowmobiles, and ATVs) shall be parked upon the common property of the Strata Development without approval from the strata council or an applicable hotel manager.
- (d) Various restrictions on commercial use, including housing and short-term accommodation, including restrictions on signage and signage approval.

7. The following is added at the end of Section 3.10 Operating and Reserve Costs:

Subject to a contrary provision in a particular subscriber's Subscription Agreement, each Vacation Interval is allocated an equal share of the Association's operating costs and any supplementary assessment.

8. Section 5.5 is deleted and replaced with the following:

5.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in relation to the Vacation Interval Development or against the Association which may affect the Association or the subscribers.

9. Section 8.1 Deposits is amended by the addition of the following at the end:

All money received from a purchaser will be held in the manner required by the *Real Estate Development Marketing Act*.

10. Exhibit "G" to the Disclosure Statement is deleted and replaced with Exhibit "G" to this Amendment.

DEEMED RELIANCE

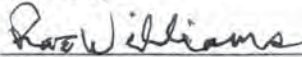
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Association, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

[Declaration follows on next page.]

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

**Panorama Vacation Association at
Horsethief Lodge**

Per: 
Authorized Signatory


DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Carol Markewich

John Hart


Len Lavender

Brian Liang


Rick Williams

James Peter Wyatt

Ashraf Mithani

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

Panorama Vacation Association at Horsethief Lodge

Per: _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Carol Markewich


John Hart

Len Lavender

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Rick Williams

James Peter Wyatt



Ashraf Mithani

DECLARATION


The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

**Panorama Vacation Association at
Horsethief Lodge**

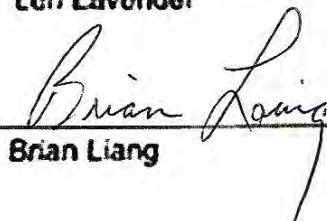
Per. _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Carol Markewich


John Hart

Len Lavender


Brian Liang

Rick Williams

James Peter Wyatt

Ashraf Mithani

DECLARATION

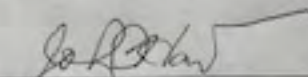
The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

**Panorama Vacation Association at
Horsethief Lodge**

Per: _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Carol Markewich



John Hart

Len Lavender

Brian Liang

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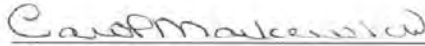
DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

**Panorama Vacation Association at
Horsethief Lodge**

Per: _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge


Carol Markewich

John Hart

Len Lavender

Brian Liang

Rick Williams

James Peter Wyatt

Ashraf Mithani

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts
Vacation Interval Development referred to above, as required by the *Real Estat*
Marketing Act of British Columbia, as of December 15, 2020.

Panorama Vacation Association at Horsethief Lodge

Per: _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

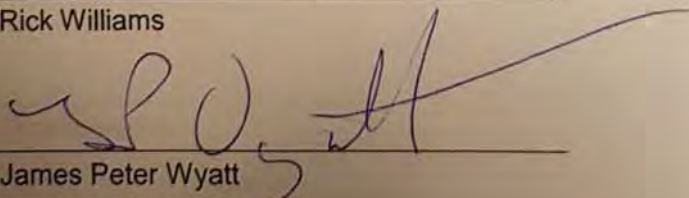
Carol Markewich

John Hart

Len Lavender

Brian Liang

Rick Williams



James Peter Wyatt

Ashraf Mithani

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Vacation Interval Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 15, 2020.

Panorama Vacation Association at Horsethief Lodge

Per: _____
Authorized Signatory

DIRECTORS OF Panorama Vacation Association at Horsethief Lodge

Carol Markewich

John Hart



Len Lavender

Brian Liang



Rick Williams

James Peter Wyatt

Ashraf Mithani

Exhibit "G"

Encumbrances

Encumbrances

1. **Restrictive Covenant Q25110 (see Q25109)**. This instrument was registered on September 4, 1981 in favour of Panorama Ski Hill Co. Ltd. (in this instrument, the "**Supplier**") over Strata Lots 1-74 inclusive for the purpose of providing amenities as defined in the agreement and to secure a rent charge over the owners' lands.

The covenant restricts the owners of Strata Lots 1-74 from placing "for rent" or "for sale" signs in or upon the unit, and restricts the owner from permitting anything to be done in or around the unit that may be a nuisance, annoyance, or cause damage to the Supplier or any neighboring owners of the units, or which may be contrary to any rule or regulation made by the Supplier in respect of the ownership, use or occupation of the unit.

2. **Restrictive Covenant S14074 (see S14073)**. This instrument was registered on June 1, 1983 in favour of Panorama Ski Hill Co. Ltd. (in this instrument, the "**Supplier**") over Strata Lots 60-62 inclusive for the purpose of providing amenities as defined in the agreement and to secure a rent charge over the owners' lands.

The covenant restricts the owner from placing "for rent" or "for sale" signs in or upon the unit, and restricts the owner from permitting anything to be done in or around the unit that may be a nuisance, annoyance, or cause damage to the Supplier or any neighboring owners of the units, or which may be contrary to any rule or regulation made by the Supplier in respect of the ownership, use or occupation of the unit.

Unless the Supplier otherwise agrees, the units shall not at any time be used for the purpose of any profession, trade, or business nor as premises of a charitable institution, provided however, the unit may be rented and not let or occupied through professional managers to other persons, firms or corporations as guests and tenants.

3. **Easement P21857**. This easement was registered August 1, 1980 in favour of Panorama Ski Hill Co. Ltd. (in this instrument, the "**Grantee**"), over Lot 1, District Lots 4609 and 16352 for the purposes of constructing a utility system and access pathways and roadways. If the Grantee does not, within three years and 60 days of the date of the agreement, designate the widths, area and location of the rights of way of the utility system and access pathways and roadways, then the Grantee must release the easement and discharge any encumbrances on title that were registered directly or indirectly as a result of the easement.

4. **Easement P28986**. Registered on December 2, 1980, this instrument is a blanket easement in favour of the owner of Lot 2, District Lots 4609 and 16352, Kootenay District, Plan 12986 and The Owners, Strata Plan No. N-30 as to: Strata Lots 1 to 60 inclusive (in this instrument, the "**Grantee**"), over all of the Grantor's lands, being the East half of District Lot 4609 except parts included in Plans 8935 and 12986, Kootenay District; Block B except part included in Plan 12986, District Lot 16352, Kootenay District for the purposes of constructing a utility system and access pathways and roadways. If the Grantee does not, within six years of the date of the easement, designate the widths, area and location of the rights of way of the utility system and access pathways and

roadways, then the Grantee must release the easement discharge any encumbrances on title that were registered directly or indirectly as a result of the easement.

Restrictive Covenant KL63292. Registered on June 20, 1997, this instrument is a village amenities agreement which provides a rent charge in favour of IW Resorts Ltd. (in this instrument, the “**Supplier**”) and a restrictive covenant in favour of the owners of Strata Lots 1-260 and all of District Lots 4609 and 16352, Kootenay District, Strata Plan N83, over Block A, District Lot 16352, Kootenay District, except Parts included in Plans 8953 and 18016 (“**Block A**”)

The covenant restricts any owner of Block A from placing “for rent” or “for sale” signs in or upon a unit, and restricts the owner from permitting anything to be done in or around the unit that may be a nuisance, annoyance, or cause damage to the Supplier or any neighboring owners of the units, or which may be contrary to any rule or regulation made by the Supplier in respect of the ownership, use or occupation of the unit.

Restrictive Covenant KL63289. Registered on June 20, 1997, this instrument is a village amenities agreement which provides a rent charge in favour of IW Resorts Ltd. (in this instrument, the “**Supplier**”) and a restrictive covenant in favour of the owners of Strata Lots 1-260 and all of District Lots 4609 and 16352, Kootenay District, Strata Plan N83, over Block A.

The covenant restricts any owner of Block A from placing “for rent” or “for sale” signs in or upon a unit, and restricts the owner from permitting anything to be done in or around the unit that may be a nuisance, annoyance, or cause damage to the Supplier or any neighboring owners of the units, or which may be contrary to any rule or regulation made by the Supplier in respect of the ownership, use or occupation of the unit.

5. **Easement LB138908.** This easement was registered on November 21, 2007 in favour of the owners of Strata Lots 1-260, Strata Plan N83, and provides access over a portion of the transferors land, being Lot A District Lot 16352, Kootenay District, NEP80724 located adjacent to certain portions of the development. The easement gives the owners access to and from Greywolf Drive, located at the south of the development. The parties to the agreement cannot discharge, modify, or release it without the consent of the approving officer of the Ministry of Transportation. This instrument does not restrict the use or occupation of the strata units.
6. **Easement LB138912.** This easement was registered on November 21, 2007 and is in favour of the owners of Strata Lots 1-260 to provide access over a portion of the transferors land, being Lot 4, District Lots 4609 and 5533, Kootenay District, NEP62721 (the “**Lot 4 Owner**”). The easement is to permit the owners access to and from Greywolf Drive, located at the south of the development and for parking vehicles thereon. This instrument also contains a covenant which restricts the Lot 4 Owner from using Lot 4 in any way that would detract from the natural state of Lot 4 and from the positive aesthetic of the easement area.
7. **Restrictive Covenant LB138913.** This instrument is a duplicate of LB138912.
8. **Covenant P14934.** Registered on July 15 1980, this covenant was granted to the Her Majesty the Queen in Right of the Province of British Columbia as Represented by the Ministry of Transportation & Highways as a condition of its approval of the Grantor's subdivision. The covenant sets requirements for the elevation of and distances of buildings from Toby Creek and Hopeful Creek. No area used for habitation, business, or

storage or goods damageable by floodwaters shall be located within any building at an elevation such that that underside of the floor system is less than the elevations provided in the covenant.

9. **Restrictive Covenant Q6679.** This instrument was registered on June 1, 1930 and contains a restrictive covenant and rent charge in favour of Panorama Ski Hill Co. Ltd. (in this instrument, the “**Supplier**”) over Strata Lots 89-124 inclusive for the purpose of providing amenities as defined in the agreement.

The covenant restricts the owners of Strata Lots 89-124 from placing “for rent” or “for sale” signs in or upon the unit, and restricts the owners from permitting anything to be done in or around the unit that may be a nuisance, annoyance, or cause damage to the Supplier or any neighboring owners of the units, or which may be contrary to any rule or regulation made by the Supplier in respect of the ownership, use or occupation of the unit.

Unless the Supplier otherwise agrees, the units shall not at any time be used for the purpose of any profession, trade, or business nor as premises of a charitable institution, provided however, the unit may be rented and not let or occupied through professional managers to other persons, firms or corporations as guests and tenants.