



Rules and Regulations for the Use of the Common Lands and Amenities of the Church Ranches Subdivision

Created March 2000
Revised February 2018; September 2002

To: The Members and Family Members of the Church Ranches Homeowners Association

The Common Lands and Amenities of the Church Ranches Subdivision are for the exclusive use of the Members and Family Members of the Association and their Guests. The Association does not assume any liability for injury to persons, or damage to property of persons, entering upon or making use of any of the Common Lands and Amenities. Members, Family Members and Guests who enter upon, or make any use whatsoever, of any of the Common Lands and Amenities do so entirely at their own risk. However, to promote safety with respect to Members, Family Members and Guests entering upon, or making use of, any of the Common Lands and Amenities, the Association has approved and will be applying the following rules and regulations:

- 1) Definitions: For the purposes of these rules and regulations:
 - a) "Association" means the Church Ranches Homeowners Association;
 - b) "Church Ranches Subdivision" means the subdivision located in the Municipal District of Rocky View and commonly known as "Church Ranches";
 - c) "Common Lands and Amenities" means the parks and other amenities within the Church Ranches Subdivision including (i) Alexa Lake, (ii) Cody Lake, (iii) Cheyenne Lake and (iv) the Parkland surrounding such lakes and streams and other facilities located within and being part of the Church Ranches Subdivision from time to time as part of the common lands and amenities of such subdivision;
 - d) "Family Member" means, and includes, all Members of the household of a Member;
 - e) "Guest" means any person who is not a Member or Family Member;
 - f) "Member" means, and includes, with respect to every person who owns a Residential Lot within the Church Ranches Subdivision, while such person owns such a lot, the person designated by such owner of such Residential Lot (or, in the



absence of such designation, the person first named in the title covering, or the agreement for sale relating to, such Residential Lot and the term “Member” includes the Developer in respect of any Residential Lots owned by the Developer, any person designated by any corporation that owns a Residential Lot and any tenant designated by a Member that owns a Residential Lot; and

- g) “Residential Lot” means any individual lot or units within the Church Ranches Subdivision and intended for use as a dwelling unit;
- 2) Identification: All Members and Family Members entering upon, or making use, of any of the Common Lands and Amenities, when requested by a person in authority (being, by way of example and not by way of limitation, any security person retained by the Association to supervisor or monitor the Common Lands and Amenities) shall identify themselves and their Guests to such person.
- 3) Hours of Use: The Common Lands and amenities shall be available for use at all times, such Members and Family Members acting reasonably in the circumstances (having regard to, amongst other circumstances, the time of the day and the noise nuisance that may result from such use at such time), unless otherwise restricted by the Board of Directors or pursuant to a (posted restriction posted with the approval of the Board of Directors).
- 4) Guests: Guests are permitted to enter upon, and make use of, the Common Lands and Amenities only with, and while accompanied by, a Member or Family Member. Each Member and Family Member that invites her permits any Guest to accompany him or her on, or to make use of, any Common Lands and Amenities will be responsible at all times for the supervision and conduct of such Guest and shall ensure that such Guest observes and abides by these rules and regulations.
- 5) Minors: The Association will not be monitoring or supervising the use of the Common Lands and Amenities by minors (being, for clarification, any person under the age of



eighteen (18) years) and assumes no responsibility or liability whatsoever for such monitoring or supervision. The parents or guardians of Family Members that are minors will be responsible to supervise the use and occupation of the Common Lands and Amenities by any minor and will be responsible for all damage to the Common Lands and Amenities caused by such minor.

6) Animals: All pets entering or remaining upon any Common Lands and Amenities must be leashed at all times and remain in control of a Member or Family Member. Such Member or Family Member shall be responsible for cleaning up and removing from any pathways, beaches or environmentally sensitive areas any defecations of such animal. Dogs are not permitted on the beaches, docks or in the immediate swimming area. Dogs may swim outside these areas. No horses will be permitted on the Common Lands and Amenities at any time.

a) "On leash" is defined as having your dog tethered to a person by the means of a rope, in which the dog cannot charge or chase other animals and/or people.

7) General use of Common Lands and Amenities:

a) no alcohol, illegal drugs or other illegal substances may be brought or consumed upon any Common Lands and Amenities, except in strict compliance with the applicable laws of the Province of Alberta;

b) no littering shall be permitted at any time and all Members, Family Members and Guests shall carry away all trash;

c) no fires or fireworks will be permitted at any time;

d) no rowdiness (being, for clarification, behavior the creates or may create a nuisance) will be permitted anytime;

e) no motorized vehicles whatsoever (other than vehicles and equipment of the Association, or it's contractors are agents, being used to repair or maintain the Common Lands and Amenities) will be permitted at anytime;

f) bicycles, rollerblades, skateboards, and cross country skis will be permitted within the Common Lands and Amenities provided that such equipment is only used on paths and on frozen lakes when weather condition permits;



- g) no person shall discharge water, fish, living organisms or other substances of any kind into the lakes, streams or other waterway within the Common Lands and Amenities unless the Members have approved such discharge by Special Resolution (Article 3. 14 of By-Law Number One). Exception to this by-law/regulation is given to the Board of Directors he may request the Rocky View Water Co-Op to supply fresh water from their reservoir into our water systems and who may direct the lakes to be stocked with fish approved under license through the Fisheries Act;
- h) glass bottles, glass dishes and glass dishware or all other glass products are strictly prohibited at all times; and
- i) no trees or other plant life on the Common Lands and Amenities shall be cut down or removed or damaged (except as may be necessary in respect of the management of the Common Areas and Amenities by the Board of Directors of the Association).

8) Boating regulations:

- a) no gas or electrically powered boats (or other gas or electrically powered forms of water vehicles) may be used in or upon any Common Lands and Amenities at anytime;
- b) Members and Family Members are entitled to use canoes, kayaks, rowboats paddleboats and other types of non-motorized boats and crafts within the Common Lands and Amenities provided that such equipment, when not in the water and while within the Common Lands and Amenities, will be stored only on the storage racks provided and only one such piece of equipment may be left per Member and Family Members;
- c) all canoes, rowboats, kayaks, paddle boats and other such non-motorized boats or crafts left on a rack by a Member or Family Member will be done so at his or her own risk and the Association assumes no liability for any theft of or damage to any of such equipment;
- d) life jackets are to be worn at all times in accordance with the requirements of all applicable laws;



- e) no Member, Family Member or Guest shall bring a rowboat, kayak, paddle boat, canoe or other type of non-motorized boat or craft on to any lake, stream or other waterway, or remain on any lake, stream or other waterway, if hazardous conditions (e.g. of lightning, strong winds, etc.) exist or arise;
- f) all rowboats, kayaks, paddle boats, canoes and such other non-motorized boats or crafts must be washed and thoroughly cleaned prior to using such equipment on any lake within Common Lands and Amenities; and
- g) wind surfers and sailboats are not permitted on the lakes, streams or other waterways within any Common Lands and Amenities at any time.

9) Swimming Area Regulation:

- a) beaches and dock areas of lakes within the Common Lands and Amenities are not patrolled by lifeguards and the Association assumes no responsibility or liability whatsoever for such absence of lifeguards and the use of such beaches and dock areas will be entirely at the risk of the person making use thereof; and
- b) no swimming is permitted in lakes within the Common Lands and Amenities when a "No Swimming" sign is posted or at locations where a "No Swimming" sign is posted.

10) Fishing regulations:

- a) all hooks used to catch fish shall be barbless;
- b) all fishing shall be on a "catch and release" basis unless otherwise posted; and
- c) no live bait shall be permitted or used.

11) Winter use of lakes:

- a) the winter use of lakes within the Common Lands and Amenities will not be monitored by the Association and any use being made thereof will be entirely at the risk of such person making use thereof and the Association assumes no liability or responsibility whatsoever in respect thereof.



12) Enforcement of Rules and Regulations:

- a) if any Member or Family Member breaches any of these rules and regulations and such breach results in costs incurred or damages suffered by the Association, such Member shall be liable and responsible to reimburse the Association for such costs and damages on demand;
- b) if any Member or Family Member invites a Guest upon any Common Lands and Amenities and such Guest breaches any of these rules and regulations and such breach results in costs incurred or damages suffered by the Association, such Member shall be liable and responsible to reimburse the Association for such costs and damages on demand; and
- c) if, in the opinion of the Board of Directors of the Association, any Member or Family Member (or any Guest of any Member or Family Member) breaches any of these rules and regulations, the Association may deny such Member or Family Member access to the Common Lands and Amenities for such period of time as is determined by the Association in its discretion.

13) Receipt of Rules and Regulations: A copy of these rules and regulations will be provided to each Member of the Association. The Member shall ensure that all Family Members and Guests are familiar with these rules and regulations.

14) Amendment of Rules and Regulations: These rules and regulations may be amended or replaced at any time and from time to time by the Board of Directors of the Association. Copies of all such amendments and replacements shall be provided by the Association to each Member of the Association.

APPROVED BY THE BOARD OF DIRECTORS OF CHURCH RANCHES HOMEOWNERS ASSOCIATION THIS 5TH DAY OF FEBRUARY, 2018

President - Kerry Hubbauer

Secretary – George Coutts