

# **BY-LAW No. 1**

**Being a By-law relating  
generally to the transaction of  
the affairs of:**

**CANTERBURY  
COMMON RESIDENTS'  
ASSOCIATION**

**June 14, 2023**

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### **CANTERBURY COMMON RESIDENTS' ASSOCIATION**

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## **BY-LAW No. 1**

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### **CANTERBURY COMMON RESIDENTS' ASSOCIATION**

**BE IT ENACTED AND IT IS HEREBY ENACTED** as a By-law of Canterbury Common Residents' Association (hereinafter called the "Corporation") that:

#### **[1] HEAD OFFICE**

The head office of the Corporation shall be in the Township of Scugog, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.

#### **[2] SEAL**

The Seal, which has already been approved for use by the Corporation, shall be the corporate seal of the Corporation.

#### **[3] DEFINITIONS**

"**Act**" means the Not-for-Profit Corporations Act, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;

"**CCRA Member**" means those individuals, corporations, partnerships or other legal entities admitted to Membership in accordance with section 19:

"**Canterbury Common Resident**" includes Homeowners, resident spouses of Homeowners, Tenants and any other person who resides in a Home and who is accepted by the Board as a resident at the request of the Homeowner of that Home.

"**Corporate Member**" means any Homeowner which is a corporation;

"**Home**" means any single-family living accommodation located on the Plan and used or intended for use as residential premises;

"**Homeowner**" means any owner or owners of a Home located on the Plan;

"**Plan**" means collectively registered plans of subdivision No. 40M-1848, 40M-1890, 40M-1991 40 M - 2655, 40M – 1849, 40M - 2701 and any other development phases of Canterbury Common in the Town of Port Perry, Township of Scugog as registered in the Land Registry Office (No. 40) at Whitby.

**“Special Resolution”** means a resolution that is submitted to a special meeting of CCRA Members duly called for the purpose of considering the resolution and passed at the meeting, with or without amendment, by at least two-thirds of the votes cast;

**"Tenant"** means any tenant, tenants, subtenant or subtenants of a Homeowner.

#### **[4] DUTIES OF THE CORPORATION**

The duties of the Corporation generally shall include but shall not be limited to the ownership, leasing, operation, care, upkeep, maintenance and improvement of certain lands, facilities and structures located in the Plan or serving the Canterbury Common Residents which the Board of Directors, from time to time, determines requires such ownership, leasing, operation, care, upkeep, maintenance and improvement.

The Plan, including the facilities and structures located within the Plan, has been designed as an adult community with no facilities within the Plan intended for use by children and the Corporation shall carry out its duties in order to maintain such adult community in an orderly and lawful manner.

More specifically, the types of lands, facilities and structures in the Plan or serving the Canterbury Common Residents for which the Corporation shall be responsible as determined from time to time by the Board of Directors as aforesaid may include:

- a) parks and parkettes;
- b) private walkways;
- c) gates, decorative signs and lighting facilities;
- d) a community recreation centre and its ancillary uses and facilities including without limitation parking facilities for the private use of CCRA Members and their guests;
- e) any other recreational facilities and landscaping.

**Other ancillary duties** of the Corporation as determined from time to time by the Board of Directors as aforesaid may include:

- a) the collection of annual fees and special assessments from CCRA Members;
- b) providing snow removal, grass cutting and other maintenance services to real property owned by the Corporation;
- c) operating any business related to the aforementioned duties of the Corporation provided the profits, if any, from any such business remain with the Corporation and are used to further promote the objects of the Corporation;
- d) obtaining and maintaining insurance, including but not limited to Directors' and officers' insurance, property insurance and liability insurance;
- e) the payment of taxes and any other expenses and fees incurred by the Corporation in connection with any lands or structures located in the Plan and in connection with the activities of the Corporation as duly authorized;

- f) causing an audit or review engagement to be carried out after every year end and making financial statements available to CCRA Members;
- g) causing a Replacement Reserve Fund to be maintained to replace capital items when they have reached the end of their normal life expectancy or serviceability including commissioning an independent appraisal review study every three (3) years or earlier at the discretion of the Board of Directors;
- h) enforcing the protective restrictions and restrictive covenants attached to the various lots in the Plan
- i) having the Directors approve annual financial statements of the Corporation that relate to the period that began immediately after the end of the last completed financial year and ended not more than six months before the annual general meeting. The approval of the Directors must be evidenced by the signatures on the financial statements of two Directors being the President and the Treasurer or as otherwise determined by the Board. The Corporation shall not issue, publish or circulate copies of annual financial statements unless they are so approved, signed and accompanied by the audit or review engagement report.

## **[5] POWERS OF THE CORPORATION**

The Corporation has the capacity and subject to the Act the rights, powers and privileges of a natural person and the powers of the Corporation shall include but shall not be limited to:

- a) employment and dismissal of personnel necessary for the maintenance and operation of lands, facilities and structures located on the Plan;
- b) adoption and amendments of rules and regulations concerning the operation and use of lands, facilities and structures located on the Plan;
- c) employment of a firm or firms or a corporation or corporations at a compensation to be determined by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize;
- d) investments and dealings with the moneys of the Corporation not immediately required for its duties and objects in such manner and in such investments authorized by law for the investment of trust funds;
- e) settlement, adjustment, compromise or reference to arbitration regarding any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- f) if approved by Special Resolution, borrowing of such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned or leased by the Corporation and to add the repayment of such loan to annual CCRA Members fees all of which shall be subject to proper authorization by CCRA Members at meetings duly called for the purpose. Proper authorization for borrowing purposes shall require the approval of at least two-thirds of the CCRA Members or their proxy agents present, at any such meeting and the doing of all things and execution of all documents required to give effect to the foregoing;

- g) retention and holding of any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- h) purchase or lease and development of any lands located in the Plan and any lands outside the Plan that are necessary to serve the Canterbury Common Residents;
- i) sale, conveyance, exchange, assignment, subletting or other dealings with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as is authorized by two - thirds of the CCRA Members present or their proxy agents at meetings duly called for the purpose, and the doing of all things and execution of all documents required to give effect to the foregoing;
- j) lease or subleasing of any part or parts of the lands located on the Plan owned or leased by the Corporation.
- k) carrying on research and investigation into problems and issues connected with the ownership, development, management, financing and protection of real property in and around the Plan, determining what actions should be taken with respect thereto and taking such actions.

#### **[6] NUMBER AND QUORUM OF DIRECTORS**

Until changed by special resolution or supplementary Articles of Amendment the number of the board of Directors (herein called the "Board of Directors") of the Corporation shall be nine (9), of whom five (5) shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Notwithstanding vacancies in the Board of Directors, the remaining Directors may exercise all the powers of the Board of Directors as long as a quorum of the Board of Directors remains in office.

#### **[7] POWERS OF DIRECTORS**

The Board of Directors shall have full power and authority to manage and control the affairs and business of the Corporation. However, approvals involving a major undertaking on behalf of the Corporation or any substantial changes in the nature, quality or objectives of the Corporation shall require an affirmative vote by at least two-thirds of the CCRA Members or their proxy agents present at any such meeting called for that purpose.

Directors may appoint from their number a Managing Director or a committee of Directors and may delegate to the Managing Director or committee any of the powers of the Directors.

Directors may not delegate the following powers to a managing Director or committee of Directors:

1. To submit to the CCRA Members any question or matter requiring the approval of the CCRA Members.
2. To fill a vacancy among the Directors or in the position of Auditor or of a person appointed to conduct a review engagement of the corporation.

3. To appoint additional Directors.
4. To issue debt obligations except as authorized by the Directors.
5. To approve any financial statements
6. To adopt, amend or repeal By-laws.
7. To establish contributions to be made, or dues to be paid, by CCRA Members

## **[8] QUALIFICATION OF BOARD DIRECTORS**

Each elected Director shall at the time of election or appointment be a CCRA Member, the resident spouse of a CCRA Member or, if the CCRA Member is a corporation, partnership or other legal entity, the person designated by that CCRA Member. Each Director shall be at least 18 years of age. Notwithstanding the foregoing, no more than one person from a Home can serve as a Director of the Corporation at any given time.

The following persons are disqualified from being a Director of the Corporation:

1. A person who is not an individual.
2. A person who is under 18 years old.
3. A person who has been found under the Substitute Decisions Act, 1992 or under the Mental Health Act to be incapable of managing property.
4. A person who has been found to be incapable by any court in Canada or elsewhere.
5. A person who has the status of bankrupt.

## **[9] ELECTION AND TERM OF OFFICE**

The Directors shall be elected at each Annual Meeting to fill the vacancies created by those Directors whose term of office has expired. Directors shall be elected for two-year terms in alternate years – four in one year and five in the next year. Elected Directors shall hold office until the second Annual Meeting after their election. Directors in office at the end of their term shall retire, but, if qualified, shall be eligible for re-election. The election may be by show of hands or resolution of CCRA Members or their proxy agents unless a ballot be demanded by a CCRA Member. If an election of Directors is not held at the proper time, the Directors then in office shall continue in office until their successors are elected.

An individual who is elected or appointed to hold office as a Director is deemed not to have been elected or appointed to hold office as a Director, unless the individual consents in writing to hold office as a Director before or within 10 days after the election or appointment. If, however an individual consents in writing after that period, the election or appointment is deemed valid.

## **[10] VACANCIES ON THE BOARD**

So long as there is a quorum of Directors in office, any vacancy occurring in the board may be filled for the remainder of the term of the Director being replaced by vote of the Directors then



in office and in the event of a tie vote the President of the Corporation shall have a second or casting vote. A Director appointed or elected to fill a vacancy holds office for the unexpired term of the Director's predecessor and shall have the same rights and responsibilities of the other Directors including the authority to vote and serve as a liaison to a standing or ad hoc committee.

#### **[11] VACATION OF OFFICE**

The office of any Director shall *ipso facto* be vacated if the Director:

- a) becomes bankrupt or is declared insolvent;
- b) is found to be a mentally incompetent person or becomes of unsound mind;
- c) ceases to be eligible to be a Director or;
- d) gives notice in writing to the Corporation that he or she resigns the office of Director.

#### **[12] REMOVAL OF DIRECTORS**

The CCRA Members may, by resolution passed by a majority of the votes cast at a general meeting of the CCRA Members or their proxy agents present to whom notice specifying the intention to pass such resolution has been given, remove any Director before the expiration of the term of office of that Director and may, by majority of the votes cast at the meeting, fill the vacancy for the remainder of such term.

#### **[13] MEETINGS OF DIRECTORS**

Meetings of the Board of Directors may be held at the head office of the Corporation or at any other place in Ontario. Such meetings may be held at any time without formal notice being given if all the Directors are present, or if a quorum is present and those Directors absent have signified their consent in writing, or transmitted electronically or by any other form of transmitted or recorded message, to the holding of the meeting in their absence, and any resolution passed, or proceeding had, or action taken at such meeting shall be as valid and effectual as if it had been passed at or had or taken at a meeting duly called and constituted.

The CCRA President or a Vice-President or any two Directors, may at any time convene a meeting of the Board of Directors. Notice of such meeting shall be delivered, telephoned or transmitted electronically to each Director not less than twenty-four hours before the meeting is to take place or shall be mailed to each Director not less than five (5) business days before the meeting is to take place. Notice of any meeting or any irregularity in any meeting or the notice thereof may be waived by any Director before or after the holding of such meeting.

Not less than twenty-four hours before a meeting of the Board of Directors called in accordance with the preceding paragraph, a Director, may, by written notice delivered or electronically communicated to the Secretary of the Board, require that he or she be permitted to attend the meeting by telephone conference call or such other electronic means as from time to time the Board may approve and permit. Any Director attending via telephone conference call or as otherwise approved shall be considered to be present at the meeting for the purposes of

constituting a quorum of the meeting and shall be permitted to vote as set out in clause 14 of this By-law exactly as if he or she were physically present at the meeting.

After the election of Directors at a meeting of CCRA Members, for the first meeting of the Board of Directors to be held immediately following such meeting, or in the case of a Director appointed to fill a vacancy on the Board, for the meeting at which the appointment is made, no notice of such meeting shall be necessary to the newly elected or appointed Director or Directors in order validly to constitute the meeting, provided a quorum of Directors be present.

The Board of Directors may appoint a day in any month or months for regular meetings of the Board of Directors and shall designate the time and place at which such meetings are to be held. A copy of any resolution determining such regular meeting of the Board of Directors shall be sent to each Director forthwith after being passed, and no other notice shall be required for any such regular meeting.

No error or omission in giving such notice for a meeting of Directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any Director may at any time waive notice of any such meeting and any Director may ratify and approve of any or all proceedings taken or had thereat.

A notice of a meeting of Directors need not specify the purpose of or the business to be transacted at the meeting, unless the meeting is intended to deal with a matter referred to in Section 7, in which case the notice must specify that matter.

#### **[14] VOTING AT MEETINGS**

Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. In case of any equality of votes, the Chairperson in addition to an original vote, shall have a second or casting vote. All votes at any such meeting shall be taken by ballot if so, demanded by any Director present but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairperson that a resolution has been carried and an entry to that effect in the minutes shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the CCRA President, the President's duties may be performed by a Vice-President or such other Director as the Board of Directors may from time to time appoint for the purpose.

#### **[15] REMUNERATION OF DIRECTORS**

The Directors of the Corporation, including officers serving as Directors, shall serve without remuneration and no Director shall directly or indirectly receive any profit from the position as such; provided that a Director may be paid or reimbursed reasonable expenses incurred in the performance of the duties as a Director.

## **[16] INTEREST OF DIRECTORS IN CONTRACTS**

A Director who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation or is a Director or Officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation shall make the disclosure required by the Act. Except as provided in the Act, no such Director shall attend any part of a meeting of Directors during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction

Subject to the foregoing, and if not otherwise prohibited by law, no Director shall be disqualified by office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any Director or in which any Director is in any way interested be liable to be voided, nor shall any Director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The foregoing provisions shall apply *mutatis mutandis* to any contracts with any Corporate Member notwithstanding that any Director may be an officer or Director of such a Corporate Member.

## **[17] INDEMNITY OF DIRECTORS AND OFFICERS**

Every Director of the Corporation and the heirs, executors and administrators respectively of such Director or officer shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation from and against:

- a) all costs, charges and expenses whatsoever which such Director or officer may sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against such person, for or in respect of any act, deed, matter or thing whatsoever, made done or permitted by such person, in or about the execution of the duties of office;
- b) all other costs, charges and expenses which such person may sustain or incur in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by such person's own wilful neglect or default.

## **[18] PROTECTION OF DIRECTORS AND OFFICERS**

No Director, officer or committee Member of the Corporation is liable for the acts, neglects or defaults of any other Director, officer or committee Member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for

any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided that they have complied with the Act and the Corporation's Articles and By-laws; and exercised their powers and discharged their duties in accordance with the Act.

The Directors may rely upon the accuracy of any statement or report prepared by the Corporation's Auditors or person appointed to conduct a review engagement and shall not be responsible or held liable for any loss or damage resulting from any actions based upon such statement or report.

The Board of Directors of the Corporation is hereby authorized from time to time to cause the Corporation to give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation and to secure such Director or other person against loss by mortgage and charge upon the whole or any part of the real and personal property of the Corporation by way of security.

Any action from time to time taken by the Board of Directors under this paragraph shall not require approval or confirmation by the CCRA Members.

Notwithstanding the above the Directors are jointly and severally liable to the employees of the Corporation for all debts not exceeding, (a) six months wages for services performed for the Corporation that become payable while they are Directors; and (b) the vacation pay for not more than 12 months under the Employment Standards Act, 2000 or under any collective agreement entered into by the Corporation accrued while they are Directors.

## **[19] MEMBERSHIP QUALIFICATION**

CCRA Members shall consist of such individuals and such corporations, partnerships and other legal entities as are admitted as CCRA Members by the Board of Directors.

The Board of Directors shall only admit as CCRA Members those individuals, corporations, partnerships and other legal entities that:

- a) are Homeowners and;
- b) have entered into such agreements, acknowledgements and covenants as may be required by the Corporation from time to time

If a Membership is held by more than one person, partnership, Corporate Member or other legal entity, then such Membership shall be deemed jointly held by all such persons, partnerships, Corporate Member or other legal entities. The Corporation does not recognize fractional Memberships except to the extent such fractional interests are combined with other fractional interests in the same Membership to jointly vote.

A new Membership agreement need not be completed for each Home acquired by a person, partnership, Corporate Member or other legal entity; however, each time a new Home is acquired this shall be recorded in the Corporation's register.

#### **[20] NUMBER OF VOTES FOR MEMBERS**

Each CCRA Member shall be entitled to one vote per Home.

#### **[21] JOINT MEMBERSHIP**

In the event that a CCRA Member consists of more than one person, partnership, Corporate Member or other legal entity and as such pursuant to paragraph 19, a CCRA Membership is held jointly by such persons, partnerships, corporations or other legal entities, then any one of those persons present in person or by proxy may, in the absence of the other or others, vote at any meeting of CCRA Members; but if more than one of them are present or represented by proxy, they shall vote concurrently and be counted as one vote failing which the vote will not be counted.

#### **[22] ADMISSION AS A MEMBER**

Each new CCRA Member, upon acceptance from the Board of Directors as a CCRA Member, shall promptly be informed of Membership by the Board Secretary.

#### **[23] ASSESSMENTS AND COLLECTION OF MEMBERSHIP FEES AND SPECIAL ASSESSMENTS**

##### **A) Duties of the Board of Directors**

All expenses, taxes, charges and costs of maintenance and improvements with respect to any lands, facilities or structures located in the Plan or serving the Canterbury Common Residents and any other expenses, taxes, charges or costs which the Board of Directors may incur or expend pursuant hereto shall be assessed by the Board of Directors and levied against the CCRA Members described in paragraph 19 proportionately so that each such CCRA Member is assessed by that fraction of the total assessment in which the numerator is the number of Homes owned by such CCRA Members and the denominator is the total number of Homes. In addition, the Board of Directors may from time to time charge each Tenant a special user fee in addition to any fee payable by the CCRA Member for such Home (provided that in no event shall such fee for each Tenant exceed the fees payable by a CCRA Member with one vote) and such fee shall be applied to the expenses of the Corporation.

The Board of Directors shall from time to time and at least annually prepare a budget for the Corporation and determine by estimate the amount of the annual Membership fees for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board of Directors shall allocate and assess such annual Membership fees based on the expenses as

set out in the budget for such period among the CCRA Members proportionately as provided herein.

In addition, the Board of Directors may provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the Corporation. The Board of Directors shall provide in the annual budget for an Operating Reserve Fund to be used to cover the operating expenses for the first quarter of the next fiscal year. The Board of Directors shall advise all CCRA Members promptly in writing of the amount of annual Membership fees payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget showing the expenses on which the annual fees are based, to all CCRA Members entered on the register.

#### **B) Members' obligations**

Each CCRA Member shall be obligated to pay to the Corporation or as it may direct the amount of such annual fee or assessment on the first day of the month next following delivery of such assessment; provided that the first year's fees and assessments shall be paid upon commencement of Membership. The Board of Directors shall be entitled to change the payment periods from time to time as the Board of Directors may determine. Each CCRA Member shall further be obligated to abide by the conditions set out in the protective restrictions and restrictive covenants attached to this By-law as Schedule A.

#### **C) Extraordinary Expenditures**

Extraordinary expenditures, means something out of the ordinary that the Board of Directors could not foresee, and for which it could not budget. Extraordinary expenditures not contemplated in the foregoing budget and for which the Corporation shall not have sufficient funds may be assessed at any time during the year in addition to the annual Membership fees, by the Board of Directors serving notices of such further special assessment on all CCRA Members which shall include a written statement setting out the reasons for the extraordinary assessment and such extraordinary assessment shall be payable by each CCRA Member within twenty (20) days after the delivery thereof to such CCRA Member, or within such further period of time and in such instalments as the Board of Directors may determine.

#### **D) Default in Payment of Assessment**

1. arrears of payments required to be made under the provisions of this paragraph shall bear interest at the rate of 2% per month until paid provided that at the time of fixing the annual assessments required under this paragraph 23 B the Board of Directors may amend the interest rate charged on the arrears;
2. if any CCRA Member is in default in payment of annual fees or any special assessment levied against him/her, for a period of at least thirty days (30), the Board of Directors may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client;

3. any unpaid fees and assessments including any liability arising pursuant to paragraph 49 (b) shall constitute a lien on the defaulting Homeowner's Home which shall be enforceable in the same manner as an equitable mortgage;
4. if a default of any CCRA Member results in the Corporation incurring any expense including legal expenses, the defaulting CCRA Member shall be responsible for all of those expenses and waives any challenge to the propriety of the Board's decision to incur those expenses in relation to enforcing the CCRA Members' obligations.

#### **[24] ANNUAL AND SPECIAL MEETINGS OF MEMBERS**

The Annual Meeting or any Special Meeting of CCRA Members shall be held at the head office of the Corporation or elsewhere in Ontario not later than 15 months after holding the preceding Annual Meeting. Only CCRA Members, or their proxy agents, shall be entitled to be present at a meeting of CCRA Members. Any other person may be admitted at the invitation of the Chairperson of the meeting or with the consent of the meeting.

The Directors of the Corporation shall place before the CCRA Members at every annual meeting:

- a) The financial statements approved by the Directors and
- b) The report of the Auditor or person who conducted a review engagement as the case may be.

A CCRA Member may request a copy of these documents and must do so in writing.

#### **[25] AGENDA AND NOTICE**

1. At every Annual Meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statements and the report of the Auditor or person who conducted a review engagement shall be presented and a Board of Directors elected and Auditor or person to conduct a review engagement appointed for the ensuing year.
2. The Board of Directors or the President or Vice President shall have the power to call at any time a Special Meeting of CCRA Members. No public notice nor any advertisement of meetings, annual or general, shall be required but notice of the time and place of every such meeting shall be given to each CCRA Member by sending the notice by hand delivery, prepaid post or electronic transmission ten days before the time affixed for the holding of such meetings, provided that any meetings of CCRA Members may be held at any time and place without such notice if all CCRA Members are present thereat or represented by a proxy duly appointed, or if those CCRA Members not so present or represented by a proxy have waived notice and consented to the holding of the meeting (which waiver and consent may be given before or after the holding of the meeting) and at such meeting any

business may be transacted which the Corporation at annual or general meetings may transact.

3. The Corporation shall give notice of the time and place of a meeting of the CCRA Members in accordance with the By-laws, but in any event not less than 10 days and not more than 50 days before the meeting to:
  - a) each CCRA Member entitled to receive notice of the meeting;
  - b) each CCRA Director; and
  - c) the Auditor of the Corporation or the person appointed to conduct a review engagement of the Corporation

### **Special Business**

All business transacted at a special meeting of the CCRA Members and all business transacted at an annual meeting of the CCRA Members is special business except for the following:

1. Consideration of the financial statements.
2. Consideration of the audit or review engagement report, if any.
3. An extraordinary resolution to have a review engagement instead of an audit or to not have an audit or a review engagement as per ONCA 76 (4).
4. Election of Directors.
5. Reappointment of the incumbent Auditor or person appointed to conduct a review engagement.

Notice of meeting, special business must:

- a) state the nature of that business in sufficient detail to permit a CCRA Member to form a reasoned judgement on the business; and
- b) state the text of any special resolution to be submitted to the meeting.

### **[26] ERROR OR OMISSION IN NOTICE**

No error or omission in giving notice of any Annual Meeting or Special Meeting or any adjourned meeting, whether annual or general, of the CCRA Members shall invalidate such meeting or make void any proceedings taken thereat and any CCRA Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.



For the purpose of sending notice to any Director or Officer for any meeting or otherwise, the address of any Director or Officer shall be such person's last address recorded on the books of the Corporation.

#### **[27] ADJOURNMENT OF MEETINGS**

Any meetings of the Corporation may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment if it is adjourned for less than 30 days. Such adjournment may be made notwithstanding that no quorum is present. If a meeting of the CCRA Members is adjourned by one or more adjournments for an aggregate of 30 days or more, the Corporation shall give notice of the meeting that continues the adjourned meeting.

#### **[28] QUORUM OF MEMBERS**

Except as otherwise expressly provided, a quorum for the transaction of business at any meeting shall consist of not less than one-third of the CCRA Members from time to time present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of CCRA Members a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place as may be determined by the Board of Directors.

Notice of the time and place of the convening of the adjourned meeting shall be given not less than three days prior to the convening of such meeting and if thirty minutes after the convening of such meeting a quorum is not present those CCRA Members who are present in person or by proxy entitled to vote shall be deemed to be a quorum and may transact all business properly brought before the meeting.

If a quorum is present at the opening of a meeting of the CCRA Members, the CCRA Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

#### **[29] VOTING OF CCRA MEMBERS**

At all meetings of CCRA Members every question shall be decided by a majority of the votes of the CCRA Members present in person or represented by proxy unless otherwise required by the By-laws of the Corporation or by law. Every question shall be decided in the first instance by a show of hands, unless a ballot be demanded by any CCRA Member. Upon a show of hands each CCRA Member shall have one vote and unless a ballot be demanded a declaration by the Chairperson that resolution has been carried or not carried and an entry to that effect in the minutes shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a ballot may be withdrawn, but if a ballot be demanded and not withdrawn, the question shall be decided by a

majority of votes given by the CCRA Members present in person or by proxy, and such ballot shall be taken in such manner as the Chairperson shall direct and the result of such ballot shall be deemed the decision of the general meeting upon the matter in question. In case of any equality of votes at any general meeting, whether upon a show of hands or at a ballot, the Chairperson, in addition to an original vote, shall be entitled to a second or casting vote.

Notwithstanding the foregoing, no CCRA Member shall be entitled either in person or by proxy to vote at meetings of the Corporation unless he/she has paid all fees or special assessments then payable by him/her.

### **[30] PROXIES**

Every CCRA Member entitled to vote at a meeting of CCRA Members may by means of a proxy appoint a person, who need not be a CCRA Member, as nominee to attend and act at the meeting in the manner, to the extent and with the power conferred by the proxy. A proxy shall be executed by the CCRA Member or the CCRA Member's attorney authorized in writing, and ceases to be valid one year from its date.

A proxy may be in any form which may be prescribed from time to time by the Board of Directors or which the Chairman of the meeting may accept as sufficient, provided that such form complies with the provisions of the Act.

Proxies shall be deposited with the Secretary of the meeting before any vote is cast under the authority thereof or at such earlier time and in such manner as the Board of Directors may prescribe in accordance with provisions of the Corporations Act.

### **[31] TERMINATION OF MEMBERSHIP**

A Membership is terminated in one or more of the following ways:

- a) Although no CCRA Member shall be able to unilaterally terminate his/her Membership in the Corporation, if such CCRA Member purports to terminate, the Board of Directors may terminate his/her Membership privileges provided, however, that such CCRA Member shall not be relieved of any financial obligation in connection with his/her Membership.
- b) The Secretary shall notify CCRA Members of the fees and assessments at any time payable by them and, if any are not paid within thirty (30) days of the date of such notice, the Board of Directors may terminate the Membership privileges of such person provided, however, that such CCRA Member shall not be relieved of any financial obligation in connection with his/her Membership.
- c) If a CCRA Member continues in default for a period in excess of thirty (30) days after having received notice of a default from the Corporation with respect to any terms of his/her Membership agreement, or the By-laws, rules and/or regulations of the Corporation, the

Board of Directors may terminate the Membership privileges of such Member, provided, however, that the Member shall not be relieved of any financial obligation in connection with his/her Membership.

Notwithstanding paragraphs (a) through (c) above, a CCRA Member purporting to terminate Membership or in default with respect to an obligation to the Corporation, may be relieved of any financial obligation to the Corporation after the Board of Directors has terminated his/her Membership, if the prior consent of ninety (90) per cent of all other CCRA Members of the Corporation is obtained.

- d) In the event a Tenant ceases to be a Tenant, they shall cease to be a Canterbury Common Resident but shall continue to be liable for all Membership fees or assessments owing to the Corporation as of the date they ceased to be a Tenant.
- e) If a Corporate Member ceases to be a Member, then any person who is the designate of that Corporate Member, shall cease to be a Member of the Corporation.
- f) In the event a Homeowner ceases to be a Homeowner, they shall cease to be a CCRA Member upon the provisions of paragraph 48 being complied with, but he/she shall continue to be liable for all Membership fees or assessments owing to the Corporation as of the date he/she ceased to be a CCRA Homeowner.
- g) If a CCRA Homeowner ceases to be a CCRA Member, then any resident spouse of that Homeowner shall cease to be a Canterbury Common Resident.

### **[32] GENERAL OFFICERS**

The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution determines. The Board of Directors may fix the remuneration to be paid to officers, (other than officers serving as Directors), agents, servants and employees who may receive such remuneration notwithstanding the fact that such person is a CCRA Member.

### **[33] ELECTION**

The President, Vice-President, Secretary and Treasurer shall be elected by the Board of Directors from among their number after the annual election of such Board of Directors. In default of such election the then incumbents, being Members of the Board of Directors shall hold office until successors are elected. A vacancy occurring from time to time in these offices may be filled by the Board of Directors from among its number. One person may hold more than one office except that of the President and Secretary, and any person who holds both the office of Secretary and Treasurer, may be known as the Secretary-Treasurer.

#### **[34] APPOINTED OFFICERS**

The Board of Directors may appoint such other officers as the Board of Directors may determine including one or more assistants to any of the officers who are appointed.

#### **[35] DUTIES OF THE PRESIDENT**

The President shall, when present, preside at all meetings of the Members and of the Board of Directors. The President shall also be charged with the general management and supervision of the affairs and operations of the Corporation. The President with the Secretary or other officer appointed by the Board of Directors for the purpose shall sign all By-laws and CCRA Member confirmation letters. The President shall perform all duties incidental to the office and shall have such other powers and duties as may from time to time be assigned by the Board of Directors.

#### **[36] DUTIES OF THE VICE-PRESIDENT**

During the absence or disability of the President the duties may be performed and the powers may be exercised by the Vice-President or if more than one by the Vice-Presidents in order of seniority of election. If the Vice-President exercises any such duty or power, the absence or disability of the President shall be presumed without reference thereto. The Vice-President shall also perform such duties and exercise such powers as the President may, from time to time, delegate or the Board of Directors may prescribe.

#### **[37] DUTIES OF THE SECRETARY**

The Secretary shall give or cause to be given all notices required to be given to CCRA Members, Directors and Auditors, shall attend all meetings of the Board of Directors and of the CCRA Members and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings, shall be custodian of the stamp or mechanical device generally used for affixing the corporate seal and of all books, papers, records, documents and other instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board of Directors.

#### **[38] DUTIES OF THE TREASURER**

The Treasurer, or person performing the usual duties of a Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Corporation in such bank or banks as may from time to time be designated by the Board of Directors, shall disburse the funds of the Corporation under the direction of the Board of Directors, taking proper vouchers therefore and shall render to the Board of Directors at the regular meetings thereof whenever required an account of all of the transactions as Treasurer, and of the financial position of the Corporation and shall also perform such other duties as may from time to time be determined by the Board of Directors.

### **[39] DUTIES OF THE OTHER OFFICERS**

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board of Directors requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board of Directors otherwise directs.

### **[40] VARIATION OF DUTIES**

The Board of Directors may from time to time, vary, add to or limit the powers and duties of any officer or officers.

### **[41] AGENTS AND ATTORNEYS**

The Board of Directors shall have power from time to time to appoint agents or attorneys for the Corporation in or out of Ontario with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

### **[42] TERM OF OFFICE**

All of the officers elected and appointed pursuant to clauses 33 and 34 shall retire immediately after the annual meeting following the annual meeting at which they were elected or appointed, but:

- a) in the case of the President, the Vice-President, the Secretary and the Treasurer, provided they are re-elected as Directors, they shall be eligible for re-election, or
- b) in the case of all other officers, they shall be eligible for re-appointment.

The Board of Directors may, by a resolution passed at a meeting at which at least seven (7) Members of the Board of Directors are present, remove at its pleasure any officer and elect or appoint a successor to serve for the remainder of the term.

### **[43] APPOINTMENT OF AUDITOR**

At each Annual Meeting, CCRA Members shall by ordinary resolution appoint

- a) An Auditor to hold office until the close of the next annual meeting; or
- b) A person to conduct a review engagement of the Corporation

If no resolution is passed at a meeting of the CCRA Members the incumbent continues in office until a successor is appointed

The remuneration of an Auditor or person appointed to conduct a review engagement shall be fixed by the Directors.

In order to be appointed Auditor or to conduct a review engagement of the Corporation, a person must be permitted to conduct an audit or review engagement under the Public Accounting Act, 2004 and be independent of the Corporation and the Directors and Officers of the Corporation.

An Auditor or person appointed to conduct a review engagement who is disqualified under the rule of independence shall resign immediately after becoming aware of the disqualification. They also cease to hold their position if they should die, resign or be removed by the CCRA Members of the Corporation.

After conducting an audit or a review engagement, the Auditor or other person shall report on the financial statements to be placed before the CCRA Members.

#### **[44] EXECUTION OF DOCUMENTS**

The President, a Vice-President or any Director, together with the Secretary or any other Director, shall have authority to sign in the name and on behalf of the Corporation all instruments in writing and any instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality.

The Board of Directors shall have power from time to time by resolution to appoint any other officer or officers or any person or persons on behalf of the Corporation either to sign instruments in writing generally or to sign specific instruments in writing. The corporate seal may, when required, be affixed to any instruments in writing.

The term "instruments in writing" as used herein shall, without limiting the generality thereof, include contracts, documents, deeds, mortgages, hypothecs, charges, pledges, conveyances, leases, subleases, transfers and assignments of property (real or personal, immovable or moveable) agreements, tenders, releases, proxies, receipts, and discharges for the payment of money or other obligations, conveyances, transfers and assignments or shares, stock, bonds, debentures, and other securities and paper writings.

#### **[45] CERTIFICATE OF PROCEEDING**

Copies of By-laws, resolutions or other proceedings of the Board of Directors or of the CCRA Members may be certified under the corporate seal by any of the President, a Vice-President, the Secretary, the Treasurer or a Director or by such other person as the Board of Directors may from time to time by resolution appoint to perform such duties. A special resolution of the CCRA Members is required to make any amendment to the Articles of the Corporation.

#### **[46] BANK ACCOUNTS, CHEQUES, DRAFTS AND NOTES**

The Corporation bank accounts shall be kept in such chartered bank, trust company or other firm or corporation carrying on a banking business as the Board of Directors by resolution from time to time may determine.

Cheques on the bank accounts, drafts drawn or accepted by the Corporation, promissory notes given by it, acceptances, bills of exchange, orders for the payment of money and other instruments of a like nature may be made, signed, drawn accepted or endorsed, as the case may be, by such officer or officers, person or persons as the Board of Directors may by resolution from, time to time, name for that purpose.

Cheques, promissory notes, bills of exchange, orders for the payment of money and other negotiable paper may be endorsed for deposit to the credit of the Corporation's bank account by such officer or officers, person or persons, as the Board of Directors may by resolution from, time to time, name for that purpose, or they may be endorsed for such deposit by means of a stamp bearing the Corporation's name.

#### **[47] TRANSFERABILITY OF MEMBERSHIP**

The interest of a CCRA Member is not transferable under any circumstances.

#### **[48] TRANSFERABILITY OF ESTATE**

Any CCRA Member has the privilege of conveying or otherwise disposing of or transferring his interest in his Home; however, the CCRA Member is responsible for: acquainting such transferee with the By-laws, rules and regulations of the Corporation; and for advising the transferee that he/she is a Member of the Corporation and is subject to such By-laws, rules and regulations which the Corporation imposes from time to time; and for ensuring at such time that all outstanding payments owing to the Corporation are paid in full. The CCRA Member shall provide notice of the transfer to the Secretary of the Board of Directors. Upon such transferee becoming a CCRA Member, and the Secretary of the Board of Director's receiving notice of the transfer, the transferor shall cease to be a CCRA Member and shall no longer be responsible for fees and assessments arising after the date the transferor ceased to be a CCRA Member.

#### **[49] LEASING**

Any CCRA Member has the privilege of leasing his/her interest in his/her Home on the following conditions:

- a) The CCRA Member is responsible for acquainting his/her Tenant with the By-laws, rules and regulations of the Corporation and for ensuring that the Tenant adheres to such By-laws, rules and regulations which the Corporation imposes from time to time.

- b) If such Tenant is in default in payment of annual fees or any special assessment levied against him/her or any other obligation owing to the Corporation, then the CCRA Member leasing to the Tenant shall be jointly and severally liable with the Tenant for such obligation owing to the Corporation and such CCRA Member shall be subject to the provisions of paragraph 23 (D) on account of his/her Tenant's default.
- c) The CCRA Member shall use the form of lease (if any) approved from time to time by the Corporation and if the Corporation has set up an approval process for any Tenant or Subtenant, the CCRA Member is responsible for following such process.

## **[50] NOTICE**

Whenever under the provisions of the By-laws of the Corporation notice is required to be given, such notice may be given either personally or by electronic transmission or by depositing same in a post office or public letter box, in a post-paid, sealed wrapper addressed to the Director, officer or CCRA Member at their latest address shown on the records of the Corporation.

A notice or other document so sent by post shall be held to be sent at the time when the same was deposited in a post office or a public letter box as aforesaid, or if sent by electronic transmission. For the purpose of sending any notice, the Home or electronic address of any CCRA Member, Director or officer shall be the last such address as recorded on the books of the Corporation.

## **[51] BOOKS AND RECORDS**

The Board of Directors shall see that all necessary books and records of the Corporation required by the By-laws of the Corporation or by any applicable statute or law are regularly and properly kept including:

The Corporation shall prepare and maintain records containing

- a) the Corporation's Articles and By-laws, and amendments to them;
- b) the minutes of meetings of CCRA Members and of any committee of CCRA Members;
- c) the resolutions of the CCRA Members and of any committee of CCRA Members;
- d) the minutes of meetings of the Board of Directors and of any committee of Board of Directors;
- e) the resolutions of the Board of Directors and of any committee of Directors;
- f) a register of Directors and signed consent forms;
- g) a register of officers;
- h) a register of CCRA Members;
- i) accounting records adequate to enable the Board of Directors to ascertain the financial position of the Corporation with reasonable accuracy on a quarterly basis; and
- j) a register of ownership interests in land
- k) and any other applicable records and documents



## **[52] COMMITTEES AND ADVISORY BOARDS**

The Board of Directors may appoint such committees and advisory boards, which committees and advisory boards shall be of such size and constitution and shall have such power as the Board of Directors may determine. One or more Directors may be appointed to be Members of such committee or advisory board and each such committee or advisory board shall elect a Chairperson thereof who does not need to be a Director. The President shall be an ex officio Member of all committees and advisory boards.

## **[53] FISCAL YEAR**

Unless otherwise ordered by the Board of Directors, the fiscal year of the Corporation shall terminate on the 31st day of March in each year.

## **[54] INTERPRETATION**

The Corporation, CCRA Members, the Board of Directors, Committees, Advisory Boards, and By-laws are also governed by the applicable provisions of the Not-For-Profit Corporation Act of Ontario, 2010

In all of the By-laws of the Corporation where the context so requires or permits, the singular shall include the plural and the plural singular, the word "person" shall include firms and corporations and wherever reference is made to "the Corporations Act" or the "Act", it shall mean "the Not-For Profit Corporations Act of Ontario, 2010" and every other act or statute incorporated therewith or amending the same, or any act or statute substituted therefore, and in the case of such substitution the reference in the By-laws to non-existing acts or statutes shall be read as referring to the substitute provisions in the new act or statutes.

Furthermore, the use of either Canterbury Common Residents' Association or Canterbury Common Residents Association shall be acceptable in Corporation documents.

## **[55] LIQUIDATION AND DISSOLUTION**

CCRA Members may, by special resolution, require the Corporation to be wound up voluntarily and appoint one or more persons, who may be Directors, officers, or employees of the Corporation, as liquidator of the estate and effects of the Corporation for the purpose of winding up its affairs and distributing its property, and may at that or any subsequent meeting, fix the liquidators remuneration and the costs, charges and expenses of the winding up. After satisfying the Corporation's debts, obligations and liabilities the liquidator shall distribute the remaining property to CCRA Members in equal amounts per Home.

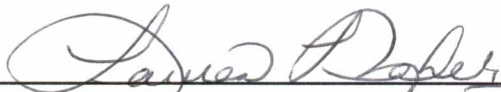
**[56] APPLICATION AND REPEAL**

This By-law shall come into force and effect when the Corporation receives a certificate of continuance under The Not-for-Profit Corporations Act, 2010. Upon this By-law coming into force and effect, the former By-law No. 1, as previously amended, is hereby repealed and this By-law No. 1 stands in place thereof,

**Enacted by the Board of Directors on the 31<sup>st</sup> day of March, 2023**



**President, Canterbury Common Residents' Association**



**Vice-President, Canterbury Common Residents' Association**

The undersigned hereby certifies that the foregoing is a true and correct copy of By-Law No. 1 of Canterbury Common Residents' Association on the date shown for enactment by the Board of Directors. Confirmation by the Members was voted on and approved at the Annual General Meeting on June, 14, 2023.



**Secretary, Canterbury Common Residents' Association**

**Confirmed by the Members on the 14<sup>th</sup> day of June, 2023**

## SCHEDULE A

### CANTERBURY COMMON RESIDENTS' ASSOCIATION

#### PROTECTIVE RESTRICTIONS

##### INTERPRETATION

In interpreting and applying the Protective Restrictions attached hereto:

1. "Vendor" shall mean the Canterbury Residents' Association (the "CCRA"). CCRA is the successor to Canterbury Common Inc., the original sub-divider and vendor in the original Protective restrictions registered on the Plan of Subdivision.
2. "Purchaser" shall mean the owner from time to time of the "Lands" whose Application to Annex Restrictive Covenants is attached to these covenants, including the successors and assigns of the Owner.
3. The benefit of these covenants shall be annexed to and run with the Lands and particularly those lands described in PIN 26793-0222 (LT) being PCL 78-1 SEC 40M1848; BLK 78 PL 40M1848 (SCUGOG); S/T PTS 5,6,17,18 & 26, 40R17083 IN FAVOUR OF BLKS 75 & 86, PL 40M1848 & BLKS 3 & 4, PL 40M1849 AS IN LT797140; ST/PTS 22 & 26, 40R17083 IN FAVOUR OF BLKS 75 & 86, PL 40M1848, & BLKS 3&4, PL 40M1849, AS IN LT797140; S/T LT768633, LT770070, LT770392 SCUGOG

##### 1. DEFINITIONS

In these restrictions the following words and expressions shall have the following meanings:

- a. **'Building'** shall mean a single-family residential dwelling.
- b. **'Lands'** shall mean the lot, block, part lot or part block within the Plan of Subdivision on which a building has been or will be constructed as conveyed to the individual purchasers.
- c. **'Municipality'** shall mean the Corporation of the Township of Scugog or the Regional Municipality of Durham.
- d. **'Plan of Subdivision'** shall mean a plan of subdivision within the Township of Scugog, registered as Plan 40M-1848 or 40M-1890 or 40M-1991 as applicable.
- e. **'Protective Restrictions'** shall mean any part or parts of the covenants, agreements, obligations, duties or restrictions contained in this Schedule.
- f. **'Purchaser'** herein means the purchaser, buyer, grantee, transferee or lessee named in the annexed document and includes the heirs, executors, administrators, successors and assigns of the Purchaser.
- g. **'Vendor'** means the vendor, seller, grantor, transferor or lessor named in the annexed document, and including the successors and assigns of the Vendor.

**2. DRAINAGE, GRADING, LANDSCAPING & ACCESS**

Drainage, grading and access shall conform with the drainage, grading and access plans established pursuant to the provisions of any subdivision agreement entered into between the Vendor and the Municipality, and the Purchaser shall not alter, vary, landscape, interfere with the drainage or grading except in conformity with the drainage and grading plans approved by the Municipality.

**3. OUTSIDE PARKING**

No vehicle or vehicles and no boat of any kind shall be parked or stored on the said Land other than automobiles used in connection with private residences.

**4. ERECTION OF OTHER STRUCTURES (additions, Fences, Antennae, Satellite Dishes, Sheds, Hedges, Etc.)**

No structures, building additions or alterations, storage sheds, fences, antennae, TV satellite dishes in excess of 24 inches in diameter, or hedges (in excess of 42 inches in height) other than the Building to be erected, thereon as provided herein, shall be erected on the Lands unless the location, design and material have been approved in writing by the Vendor.

**5. SIGNS & WASTE**

No signs (other than standard realtors' signs), billboards, notices or advertising matter of any kind shall be placed upon the Lands, except with the prior consent of the Vendor, and provided that the same are not in violation of the Municipal sign by-law or any other applicable authority. This provision shall not apply to the Vendor's signage, sales office or other promotional billboards, notices or advertising matters intended to promote the sale of the subdivision lots until the last of such lots within the Canterbury Common subdivision has been sold.

No building, waste, debris or garbage or other materials of any kind shall be dumped or stored on the Lands.

**6. ADULT LIFESTYLE**

The Purchaser acknowledges that the Lands and the Building form part of an adult lifestyle residential community and the Purchaser agrees not to support or assist any change to the foregoing concept.

**7. TREES**

No living trees or landscaping required by the Municipality shall be cut down or removed without the consent in writing of the Vendor.

**8. RESIDENTS' ASSOCIATION**

- a. The Purchaser hereby covenants and agrees to be a Member in good standing of the Canterbury Common Residents' Association (the 'Association') and agrees at all times to pay such fees, dues, levies and special assessments as are imposed from time to time by

the said Association for the purpose of carrying out its objects and acknowledges that membership in the Association is mandatory.

- b. The Purchaser as a Member of the Association covenants and agrees to cause the Association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the Municipality with respect to the maintenance of park lands including walkways owned by the Municipality.
- c. The Purchaser covenants and agrees as a Member of the Association to cause the Association to maintain, repair and operate, at its own expense, the recreation centre facilities.
- d. The Purchaser further agrees to execute the deed and covenants contained therein.
- e. The Purchaser agrees not to request the Municipality to construct additional sidewalks in the Plan of Subdivision.
- f. The Purchaser agrees to be bound and to comply with any rules and regulations which may be imposed from time to time by the Association.
- g. If the Purchaser does not maintain and keep the Lands and Building in proper repair and condition, based on good maintenance practices, the Association may make any necessary repairs and maintenance to the Land and Building, the costs of which shall be borne by the Purchaser and paid by the Purchaser forthwith on demand.

#### **9. ASSIGNABILITY**

Any of the obligations, rights and covenants of the Vendor contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of the Vendor and perform the same as would be performed by the Vendor and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.

#### **10. VARIATION OF RESTRICTIONS**

The Vendor may agree to vary, alter, amend, or remove any of the foregoing conditions in respect of these or any other lands on the said plan without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Vendor, a substantial deviation from the general nature of the foregoing conditions.

#### **11. Intentionally Deleted**

#### **12. DURATION**

These protective restrictions shall run with the Lands and be in force until February 16, 2040.

### **13. COVENANTS TO RUN WITH THE LANDS**

The burden of these protective restrictions shall run with the Lands and the Purchasers **DO HEREBY MUTUALLY COVENANT AND AGREE** with the Vendor, the Association and with the Purchasers of each and every lot within the Plan of Subdivision and each with the other, the owner or owners for the time being of any Lands to which is attached the benefit or stipulations, restrictions and provisions of these restrictions and with their respective heirs, executors, administrators, successors and assigns to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that nothing shall be constructed, erected, installed, placed or done upon the Lands in breach or violation or contrary to the fair intent and meaning of the restrictions and provisions.

### **14. SUCCESSORS**

The Purchaser for himself or herself, or his or her heirs, administrators, executors, successors and assigns, covenants and agrees that in the event that he or she transfers or disposes of the whole or any part of the Lands, he or she shall require any purchaser or assignee to covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

### **15. SEVERABILITY**

If for any reason whatsoever any term, covenant or condition of the protective restrictions, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- a. is deemed to be independent of the remainder of the protective restrictions and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the protective restrictions or any part thereof; and
- b. the remainder of the protective restrictions continue to be applicable and enforceable to the fullest extent permitted by law, other than those as to which it has been held or rendered invalid, unenforceable or illegal.

The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

**PROVIDED** that in construing these presents the words 'Vendor' and 'Purchaser' and the pronouns 'he', 'his' or 'him' relating thereto and used therewith shall be read and construed as 'Vendor' or 'Vendors', 'Purchaser' or 'Purchasers', and 'he', 'she', 'it' or 'they', 'his', 'her' or 'their', or 'him', 'her', 'it' or 'them', respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

## CANTERBURY LAND DEVELOPMENT CORPORATION RESTRICTIVE COVENANTS

In this document:

- (a) the term “**Benefiting Lands**” shall mean all of Lots 1 to 33, Plan 40M – TBA, Port Perry, Ontario, now owned by the “**Applicant**”, and the following lands now owned by Canterbury Common Residents’ Association:
  - (i) Parcel 78-1, Section 40M1848; Block 78, Plan 40M1848 (Scugog); Subject To Parts 5, 6, 17, 18 and 26, 40R17083, in favour of Blocks 75 and 86, Plan 40M1848, and Blocks 3 and 4, Plan 40M1849 as in LT797140; Subject to Parts 22 and 26, 40R17083 in favour of Blocks 75 and 86, Plan 40M1848, and Blocks 3 and 4, Plan 40M1849, as in LT797140; Subject To LT770070, LT770130, LT770392; Scugog (PIN 26793-0222 (LT)).
- (b) the term “**Applicant**” shall mean Canterbury Land Development Corporation, its successors and assigns.
- (c) the term “**Lands**” means all of the Lots and Blocks, Lots 1 to 33 on Plan 40M – TBA (the “**Subdivision**”) and the terms “**Lot**” and “**Lots**” and “**Block**” and “**Blocks**” refer to an individual “**Lot**” or “**Lots**” or “**Block**” or “**Blocks**” within the Lands.
- (d) the term “**Municipality**” shall mean the “Township of Scugog”.
- (e) the term “**Owner(s)**” shall mean the registered owner(s), of each individual Lot and Block or the Benefitting Lands from time to time, as indicated in the records maintained by the Land Registry Office at Durham (No. 40);
- (f) in these restrictions, words importing the singular include the plural and vice versa, and words importing a specific gender include the other genders, as the case may be.

The following restrictions and covenants shall run with the Lands and shall be binding upon the Owners and occupants of the Lands and shall remain in force from the date hereof until February 16, 2040.

1. The Owner shall not place anything upon their Lot or Block which could restrict, inhibit and/or prevent representatives of either the Applicant or the Municipality to install, inspect, maintain and/or repair the above and below grade municipally-approved services or municipally-approved structures and fixtures, including any below grade services, situated within or beneath the Lands.
2. The Owner shall not, without the prior written authority of the Applicant and/or the Municipality (which may be arbitrarily withheld), alter the grading or drainage or interfere

with or alter any drainage ditches, swales, retaining walls, catch basins, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to the Subdivision and shall not take or permit any action which will/does not adhere to the overall grading and drainage patterns of the Subdivision, including pre-servicing such easements as may exist, or may be required for the purpose of water drainage upon the Lands, to and from adjoining lands, and the Owner agrees to grant such easements as may be required from time to time by the Applicant and/or the Municipality for drainage purposes.

3. The Owner shall not, prior to the entire Subdivision being assumed by the Municipality, without the prior written consent of the Applicant (which may be arbitrarily withheld), and thereafter, without the prior written approval of the Municipality (which may be arbitrarily withheld), erect/construct fences, porches, patios, planting, paving, swimming pool, clothes lines or obstructions of any kind upon their Lot or Block or any part of the Lands, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Lands or surrounding lots or lands in any way and if they do, the Municipality and/or the Applicant or their servants, successors, agents and assigns may enter thereon (without such act being a trespass) and correct such grading or remove or relocate such obstructions at the Owner's expense and be paid, forthwith upon demand, the cost thereof.
4. Other than the building constructed thereon by the Applicant, the Owner shall not erect any structure, building addition or alteration, storage shed, fence, antennae, TV satellite dish in excess of 24 inches in diameter, or hedges (in excess of 42 inches in height) other than the building thereon by the Applicant, on the Lands unless the location, design and material have been approved in writing by the Applicant.
5. The Owner shall not, without the prior written approval of the Applicant, make changes to the exterior finishes of their dwelling unit built upon their Lot or Block, in any manner whatsoever, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eaves troughing, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens and railings. In the event of maintenance to or replacement being required of any of the exterior finishes, the Owner shall only use building materials which are the same or as close as possible to the as-constructed materials with regard to colour, shape, size and texture.
6. The Owner shall not install any air conditioning system at a later date, unless the air conditioning equipment and exterior vents are installed so that said equipment is in the least noise sensitive location in respect of the installation and that the method and manner of installation complies with the requirements of the Ministry of Environment and Climate Change's criteria and other applicable requirements specified by the Municipality. The air conditioning equipment should be screened, if required, or integrated with the landscape design.
7. The Owner shall not place any signs, billboards, notices or advertising matter of any kind upon the Lands or anything growing thereon, or upon or in any buildings, fences or other



things erected or placed thereon other than one sign advertising such Owner's property for sale or rent not larger than three feet (3') by two feet (2'). This provision shall not apply to political signs during an active political election campaign.

8. The Owner shall not erect any antennae, television or radio transmitter or receiver, or any other communications devices on any building or structure situate on their Lot or Block, so long as there is a commercial cable service available thereto, except that one satellite dish per dwelling may be installed, provided, however, that:
  - (a) the satellite dish does not exceed 24" in diameter;
  - (b) the satellite dish is erected on the backside of the ridge of the roof and is not visible from the street;
  - (c) the satellite dish is not immediately adjacent to abutting properties or obstructive of any views or sight-lines of any buildings on an adjacent property.
9. The Owner shall not erect any exterior drying apparatus or device on their Lot or Block or attached to any dwelling or building thereto, other than a free-standing, folding drying rack.
10. The Owner shall not remove or destroy any live trees on the Lands.
11. (a) No motor vehicle (other than private passenger motor vehicles), no boats and/or boat trailers, and no trailers with living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the Lands or any part thereof unless concealed in a wholly enclosed garage.  
  
(b) No motor vehicle which is not being used from day to day, or which is undergoing repairs of any nature shall be parked or located upon the Lands or any part thereof, unless concealed in a wholly enclosed garage.
12. The Owner shall not refuse or deny the Applicant the right, at all reasonable times to remove, or cause removal, or repair or replace any matter or thing upon their Lot or Block which is in breach of these restrictions; provided that such removal or repair shall be at the expense of the Owner, be payable upon demand, and shall be a charge against the Owner's Lot or Block; and entry upon the Owner's Lot or Block for such purposes shall not be deemed a trespass and the Owner consents to such entry.
13. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair and condition, to the reasonable standards satisfactory to the Applicant or its successors and assigns, and the Municipality. No Owner shall alter the design or construction of any retaining wall constructed by the Applicant and no owner shall fail to maintain a retaining wall except to the standards of the Municipality and shall not allow same to fall into disrepair.
14. The Owner of a Lot or Block covenants and agrees with all other Owners as follows:
  - (a) not to contravene or cause to be contravened by any act or omission any provision

of any agreement, restriction or regulation of the Municipality or any other authority having jurisdiction thereover, their respective successors and assigns, pertaining to the development, servicing, grading, drainage, landscaping, use and occupancy of any part of the Lands and appurtenances, whether now in effect or hereinafter imposed;

- (b) not to do anything on any part of the Lands or elsewhere which will interfere with or cause damage to any service installed or to be installed in the Subdivision, which services include without limitation roads, ditches, curbs, drains, sidewalks, stakes/bars, water boxes and other water, sewer, gas and hydro works. Any such damage so caused may be corrected by the Municipality, the Applicant or other appropriate authority at the Owner's expense and shall (together with a management fee equal to 15% of such costs) be a charge against title to the Owner's Lot or Block and payable, on demand.
  - (c) not to refuse to grant, forthwith upon request and without charge, any easement or right required by any municipal or other servicing authority for the installation/maintenance of any service, provided that such does not prevent the erection of dwelling units on that part of the Lands so affected in compliance with the applicable zoning and building requirements.
- 15. No house or structure shall be constructed upon the Lands except in conformity with the building and zoning requirements of the Municipality.
- 16. The Owner acknowledges that the Lands and the Lots form part of an adult lifestyle residential community and the Owner agrees not to support or assist any change to the foregoing concept and not use or occupy the house or any structure in any manner which is not consistent with an adult lifestyle residential community
- 17. Canterbury Common Residents' Association
  - (a) The Owner hereby covenants and agrees not to default on its obligations as a member of the Canterbury Common Residents' Association (“**Association**”) including payment of such fees, dues, levies and special assessments as are imposed from time to time by the said Association for the purpose of carrying out its objects, and acknowledges that membership in the Association is mandatory.
  - (b) The Owner, as a Member of the Association, covenants and agrees not to obstruct or hinder the Association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the Municipality with respect to the maintenance of park lands including walkways owned by the Municipality.
  - (c) The Owner covenants and agrees as a Member of the Association not to allow the Association's recreation centre facilities fall into disrepair.
  - (d) The Owner agrees not to request the Municipality to construct additional sidewalks

in the Lands.

- (e) The Owner agrees not to breach any rules and regulations, which may be imposed from time to time by the Association.
- (f) The Owner shall not use or fail to keep the Lands and Lot in proper repair and condition, based on good maintenance practices, and agrees that upon a breach hereof, the Association may make any necessary repairs and maintenance to the Lands and Lot, the costs of which shall be borne by the Purchaser and paid by the Purchaser forthwith on demand.
- (g) The Owner and his or her heirs, administrators, executors, successors and assigns, covenants and agrees that they shall not sell unless they transfer or dispose of the whole or any part of the Lands, and require any purchaser or assignee to covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

#### General Clauses

- 18. Provided always that notwithstanding anything herein contained, the Applicant, and its successors and assigns shall have power by instrument or instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in their application to the Lands or any part(s) thereof.
- 19. Wherever in these restrictive covenants, reference is made to the successors and assigns of the Applicant, it shall mean the successors in title, the Owner and Owners for the time being, of the last part of the Lands which the Applicant shall convey away (which may be without notice to the Owner of any Lot or Lots or Block or Blocks to any part thereof comprising part of the Lands).
- 20. Provided that any of the obligations, rights and covenants of the Applicant contained in these restrictions may be assigned to the Association and upon such assignment, the Association shall assume all obligations, rights and covenants of the Applicant and perform the same as would be performed by the Applicant and, without limiting the foregoing, to and including the issuance of any certificate of compliance to date with respect to these restrictions.
- 21. To the intent that the burden of the restrictive covenants shall run with the Lands until February 16, 2040, and to the intent that the benefit of these restrictive covenants may be annexed to and run with the Benefiting Lands, each Owner of any Lot or Lots or Block or Blocks or any part thereof included with the Lands, for itself, its successors and assigns, covenants and agrees with the Applicant, its successors and assigns, that such Owner and such Owner's successors in title, from time to time, of all or any part or parts of the Lands, will observe and comply with the stipulations, restrictions and provisions herein, and that nothing shall be erected or fixed, placed or done upon the Lands, or any part thereof, in

breach or violation of, or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth herein.

22. These covenants and restrictions shall be deemed independent and severable and the invalidity or unenforceability of any one covenant or restriction (or a portion(s) thereof) shall not affect the validity or enforceability of any other covenant or restriction (or the remaining portion(s) thereof).

## **GUIDELINES FOR ADMINISTRATION OF THE PROTECTIVE RESTRICTIONS**

In order to assist CCRA Members in developing plans, the Board has developed and issued the following guidelines for the more common projects.

### **DECKS**

Decks are clearly “structures” for the purposes of the Protective Restrictions. Any new deck and any replacement deck (whether or not it is larger than the deck it replaces), is required to be approved by CCRA. If it is not, it is in breach of the Protective Restrictions and legal action to remove it, can be taken by CCRA or any individual property owner.

In considering a deck, the approach is to accommodate the wishes of the homeowner except to the extent, if any, that the deck is contrary to the interests of the community generally or interferes in any material way with the interests of other individual homeowners, applying the criteria established by the Board.

The Board assumes no responsibility for compliance with the requirements of Township zoning or for the issue of building permits. These requirements (which include lot coverage, setbacks, railing heights and requirements for stairs) are the responsibility of the homeowner.

### **Size and Shape**

No hard and fast dimensions can reasonably be established because much depends on the size and shape of the residence and the location of the residence and of neighbouring residences. A deck should not be disproportionately large for the size of the residence. One that backs directly across from a neighbour is different from one, which backs onto the East or West Commons or the golf course. Generally a deck should not extend past either of the sidewalls of the residence and should not extend more than twelve feet from the principal rear wall - if it is a flat wall. If there is a projection from the rear wall and a ‘wraparound’ deck is planned, the deck should not extend more than eight feet from the projected part of the residence.

### **Materials**

While there is no approved list of materials, a deck can be made of materials such as pressurized wood, natural or stained woods, composites or metals; so long as the general appearance is consistent with the residence and the standards of the community. The deck must be properly maintained.

**Sightlines**

The deck should not interfere in any material way with the sightlines enjoyed by neighbouring residences, taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

**Railings**

These should be of a type, which allows some view through, such as spindles or transparent materials. The height should be not greater than 42 inches, as is required for elevated decks.

**Privacy or Protective Screens**

If located on decks, these are subject to the guidelines established for Privacy and Protective Screens.

**PRIVACY AND PROTECTIVE SCREENS**

Privacy and protective screens constructed on decks or patios are “structures” for the purposes of the Protective Restrictions and therefore require approval of CCRA. While one of the overall objectives of the Protective Restrictions is to keep sightlines free of obstructions, there are circumstances in which the location of a residence, a patio or a deck in relation to neighbouring houses, streets or paths is such that some reasonable obstruction may be justified in the legitimate interest of privacy or protection.

While individual circumstances must be considered, guidelines for a reasonable privacy screen on a deck or patio would be: one which is not more than five feet high from the surface of the deck or patio, one which extends no more than eight feet from the rear wall of the house, and one which is perpendicular to the rear wall of the house. This size should provide adequate privacy for a reasonably sized seating area including a table and chairs. The remainder of the deck or patio should be subject to the usual 42 inches height for railings on decks.

There may be individual locations where larger or differently configured privacy screens can be reasonably justified such as when there is a well-traveled road or path adjoining.

Materials used for screens should be latticework or similar materials, be consistent with the deck or patio on which they are built and compatible with the residence and the community. Trellises and plantings on the top of screens are treated as part of the screen.

An overriding consideration is that a privacy screen should not interfere in any material way with the sightlines enjoyed by neighbouring residences, taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

There are also circumstances where a deck or patio requires protection from errant golf balls. The size and shape of such a protective screen is very much dependent on the specific location. The size, shape and materials used should be such as to provide the needed protection with the minimum interference with sightlines.

## **HEDGES**

Under the Protective Restrictions, hedges cannot exceed 42 inches in height. “Hedges” include any type or variety of types of plantings, in a regular or irregular line, which create a visual barrier over 42 inches in height, for a length greater than six feet.

Included are plantings which, when planted, were less than 42 inches in height and/or were spaced so as to permit clear sightlines but which, over time, have grown so as to exceed 42 inches, thereby creating a visual barrier. Isolated groups of two or three ornamental trees planted as a clump would not normally constitute a hedge.

Although CCRA has the ability to approve higher hedges, it will only do so in very limited circumstances such as when used instead of a privacy or protective screen, which would otherwise be approved.

## **STORAGE UNITS**

### **Description**

Storage units are “structures” which require approval under the Protective Restrictions.

These include units, whether constructed or prefabricated, added to a residence for the storage of such items as lawn and snow equipment, and lawn and deck furniture.

### **Location**

Units should be in the rear of the residence away from the street, and should not extend beyond the sidewalls of the building. All units should be adjacent to the building.

### **Size and Shape**

If the unit is under an elevated deck, it should be within the confines of the deck and can be closed in up to the deck floor. If the unit is not under an elevated deck, it should not extend more than four feet from the back wall, be more than six feet long or six feet high. The size, shape and location of the unit should be appropriate for the residence and suitable in relation to neighbouring residences.

### **Materials**

Units can be made of any suitable materials so long as the general appearance is consistent with the residence and the standards of the community. The units must be properly maintained.

### **Sightlines**

Units should not interfere in any material way with the sightlines enjoyed by neighbouring residences taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

## **HOT TUBS AND SPAS**

Hot tubs and spas, whether constructed or prefabricated, which are located outside of a residence are “structures” which require approval under the Protective Restrictions.

### **Location**

Hot tubs and spas, including seating areas and other related facilities, should be in the rear of the residence away from the street, adjacent to the building and not extend beyond the sidewalls of the building.

**Size and Shape**

The maximum size should be eight feet by eight feet, if rectangular, or with a maximum diameter of eight feet, if circular or oval. The size and shape should be appropriate for the residence and suitable in relation to neighbouring residences.

**Materials**

Hot tubs and spas can be made of any suitable materials so long as the general appearance is consistent with the residence and the standards of the community. They must be properly maintained.

**Sightlines**

Hot tubs and spas, together with related facilities, should not interfere in any material way with the sightlines enjoyed by neighbouring residences, taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

**SUNROOMS**

In considering a sunroom the approach is to accommodate the wishes of the homeowner, except to the extent, if any, that the sunroom is contrary to the interests of the community generally, or interferes with the interests of other individual homeowners, applying the criteria established by the Board.

CCRA assumes no responsibility for compliance with the zoning requirements of the Township of Scugog or for the issue of building permits. These requirements, which include lot coverage and setback restrictions, are the responsibility of the homeowner.

**Size and Location**

No hard and fast dimensions can reasonably be established because much depends on the size and shape of the residence and the location of the residence and the sunroom in relation to neighbouring residences. A sunroom should not be disproportionately large for the size of the residence. Generally, a sunroom should not extend past either of the side - walls of the residence and should not extend more than twelve feet from the principal rear wall. Where the residence design permits, the preferred location would be at a rear corner not extending past the farthest rear wall.

**Materials and Appearance**

Since a sunroom is part of the residence, the quality of the design, materials and finish should be appropriate for a permanent installation, that is: requiring little or no maintenance and being consistent with the residence and with the standards of the community.

**Sightlines**

The sunroom should not interfere in any material way with the sightlines enjoyed by neighbouring residences, taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

## **FENCES**

The Protective Restrictions provide to the effect that no fences shall be erected unless the location, design and materials have been approved in writing by CCRA. Chicken wire fences of a maximum of 24 inches in height, around the perimeter of a vegetable garden of modest size are allowed during the growing season only. No other fences are allowed.

## **FURTHER CLARIFICATIONS REGARDING THE PROTECTIVE RESTRICTIONS**

### **Building Alterations**

The Protective Restrictions prohibit any “building addition or alteration” unless the location, design and materials have been approved in writing by CCRA. What is a “building alteration”?

Projects like a sunroom or deck would clearly constitute an addition (as well as a structure) so alteration must mean something else.

What about:

- adding a new window or door
- replacing a door - front, garage or sliding – same size or larger
- adding a skylight
- adding or changing an on ground patio
- installing or adding steps or railings
- installing an awning – fixed or retractable
- replacing roofing
- replacing brick or flashing on the exterior.

One can say that adding an on ground patio or steps or landscaping may be alterations but are not building alterations.

The other examples do not change the exterior dimensions of the building but they do change its appearance.

In terms of the guidelines for approval, none of the examples would likely interfere with clear views and sightlines.

However, one of the factors to be considered for approvals is “Is the quality of design, materials and finish compatible with the related residence and our community at large?”

Another factor is “Where appropriate, what are the opinions of neighbours or others who may be affected by the project?”

Could, or should, approval be given to:

- replacing roofing with bright red and yellow steel roofing
- a new window which looks directly into the window of the adjoining house?

If the Governance Committee concludes, and the Board agrees, that changes to the building which do not change the exterior dimensions but do change the exterior or its appearance are “building alterations” then this should be well publicized. As well, should Board approval be required or should the Committee be given authority as in the case of replacements?



### **Statement on Clotheslines**

The decision of the Ontario Government to override bylaws and restrictive covenants prohibiting clotheslines has presented the residents of Canterbury Common with a dilemma.

For those who like to dry their clothes outdoors or believe it is necessary to conserve energy this is good news...for those who dislike the sight of clothes flapping in the wind it is disappointing.

In our community, the Protective Restrictions were designed to promote an open concept and protect sightlines and views.

We would hope that those who do use clotheslines would respect that purpose and locate the clotheslines, and use them, in a way, which will minimize the effect on their neighbours.

One way would be to use what is commonly called the umbrella style of clothesline, and close and remove them when they are not being used. This would allow the residents, who wish to dry their clothes outdoors, the benefit of fresh air - dried clothes without imposing an undesirable view, longer than necessary, on the neighbours who dislike the sight of clotheslines. Hopefully these courtesies will reduce the impact on our lifestyle of this government decision.

### **Chicken Wire Fences**

In the last year or so a few chicken wire fences have appeared. The Governance Committee considered them on an individual basis and, judging them to be small, unobtrusive and temporary and to have some reasonable purpose, allowed them to exist without objection.

The Committee now feels that there should be a guideline for fences available to guide all residents and recommends the following:

“The Protective Restrictions provide to the effect that no fences shall be erected unless the location, design and materials have been approved in writing by CCRA.

Chicken wire fences of a maximum of 24 inches in height around the perimeter of a vegetable garden of modest size are allowed during the growing season only.

No other fences are allowed.”

### **Sunrooms - Guidelines**

Sunrooms (including “three-season rooms”, “four-season rooms” or similar enclosures), like any addition to a residence, are “structures” or “alterations” for the purposes of the Protective Restrictions and are required to be approved by the CCRA.

In considering a sunroom, the approach is to accommodate the wishes of the homeowner except to the extent, if any, that the sunroom is contrary to the interests of the community generally or interferes with the interests of other individual homeowners, applying the criteria established by the Board.

CCRA assumes no responsibility for compliance with the zoning requirements of the Township or for the issue of building permits. These requirements (which include lot coverage and setback restrictions) are the responsibility of the homeowner.

### **Size and Location**

No hard and fast dimensions can reasonably be established because much depends on the size and shape of the residence and the location of the residence and the sunroom in relation to neighbouring residences. A sunroom should not be disproportionately large for the size of the residence. Generally, a sunroom should not extend past either of the side walls of the residence and should not extend more than twelve feet from the principal rear wall. Where the residence design permits, the preferred location would be at a rear corner not extending past the farthest rear wall.

### **Materials and Appearance**

Since a sunroom is part of the residence, the quality of the design, materials and finish should be appropriate for a permanent installation, require little or no maintenance and be consistent with the residence and with the standards of the community.

### **Sightlines**

The sunroom should not interfere in any material way with the sightlines enjoyed by neighbouring residences, taking into account the desirable views available in the particular location. If there appears to be possible interference, the opinions of neighbours will be sought.

### **Solar Panel Installation - Guidelines**

In considering a request for Solar Panel installation the Governance Committee Guideline that follows is based primarily on that of the Ontario Government and the Township of Scugog Building Permits policy. CCRA assumes no responsibility for compliance with the zoning requirements of The Township of Scugog or for the issue of building permits. These requirements and the acquisition of the appropriate permits are the responsibility of the homeowner.

### **Size and Location**

The installation of photocell electrical solar panels in Canterbury Common is restricted to panels that are mounted and affixed to the roof. No free standing solar panels are acceptable. A copy of the roof plan must indicate the layout and spacing of the solar collectors on the roof of the building. Mounting details must clearly specify panel attachment and specifications including framing reinforcement as may be required.

### **Sightlines**

The height of such structures should not exceed 3 inches and cannot project past the existing roof line as this may impede sight lines, create unsightly overhangs and shadows. Tilt angles will change the height dimensions of solar panels as they are raised. Therefore solar panels which tilt are not acceptable.

Outdoor space storage areas for batteries etc. may be necessary but must not impinge upon sight lines and must be in keeping with the requirements for storage units on page 10 of the Protective Restrictions.

**Permits**

Prior to any pre-approval by CCRA, a Building Permit from the Township of Scugog must be presented to the Governance Committee. A copy of the plans and specifications for the solar panel installation is to be submitted at the time of the pre-approval process. An on-site field review by the Township of Scugog of each installation must be undertaken for a building permit therefore a CCRA Governance representative should be in attendance, during that process, prior to granting final approval.

In order to fairly assess and approve the project, the Committee needs to examine whether the project meets the Approval Consideration criteria outlined on page 7 of the Protective Restrictions, which are included in the checklist used for all other projects. The Committee will provide a rationale for each “yes” and each “no” justifying the decisions made.