

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

231072653

ORDER NUMBER: 47391794

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Notice of Change of By-Laws

Form 3

Condominium Property Act

Section 32

The Owners' Condominium Plan No

Condominium Corporation No. 9011065 hereby certifies that, by a special resolution passed on the 19 day of October 20 22, the by-laws of the corporation were added to, amended or repealed as follows:

(set out or attach the terms of the resolution)

Amendment - Replacement of Bylaw Section 32.1 - Restrictions on Occupation

Replace Existing Bylaw:

32.1 A village Home shall be occupied only by a person who has attained his or her 50th birthday unless:

- [a] That person lives with his or her spouse who attained his or her 50th birthday.
- [b] That person has been predeceased by a spouse who has reached his or her 50th birthday; or
- [c] The board may permit a person to occupy a Village Home for a specific period not exceeding six months, upon compassionate grounds, and thereafter for such further periods of time as may be approved, each not to exceed six months. The permission granted by the Board may be revoked by a general meeting.

With:

Replace Existing Bylaw:

32.1 A village Home shall be occupied only by a person who has attained his or her 55th birthday unless:

- [a] That person lives with his or her spouse who attained his or her 55th birthday.
- [b] That person has been predeceased by a spouse who has reached his or her 55th birthday; or
- [c] The board may permit a person to occupy a Village Home for a specific period not exceeding six months, upon compassionate grounds, and thereafter for such further periods of time as may be approved, each not to exceed six months. The permission granted by the Board may be revoked by a general meeting.

The Owners' Condominium Plan No

The seal of Condominium Corporation No. 9011065 was affixed on the

30 day of October 20 22.

in the presence of JOHN PRESTON

John Preston
(Officer/Board Member)

(Corporate Seal)

Notice of Change of By-Laws

Form 3

Condominium Property Act

Section 32

Condominium Corporation No. 9011065 hereby certifies that, by a special resolution passed on the 1 day of January 20 21, the by-laws of the corporation were added to, amended or repealed as follows:

(set out or attach the terms of the resolution)

Section 3.1 - The Corporation is entitled and empowered to impose monetary sanctions against owners and tenants who fail to comply with any of these by-laws. The range of monetary sanctions for the first instance of non-compliance shall be a minimum fine of \$100.00 and a maximum fine of \$500.00. For the 2nd and subsequent instances of non-compliance, \$1000.00 or lower as determined by written resolution of the Board. Any sanctions so imposed and remaining unpaid shall (in addition to the remedies allowed for in the Act) be assessed against the unit title for the owner of the unit(s) affected and shall be collected under by-law 3 and sections 32-36 of the Act.

Section 16 (1) - Each week of a continuing breach shall be deemed a contravention of a by-law or the Restrictive Covenant. The maximum amount of the monetary sanction to be imposed for continuing non-compliance with a by-law is \$500.00 for the first week for the first instance of non-compliance and \$1,000.00 for each subsequent week or each week of any subsequent continuing non-compliance.

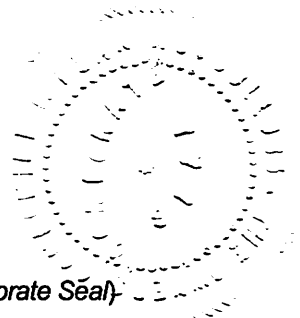
The seal of Condominium Corporation No. 9011065 was affixed on the

24 day of February 20 21.

in the presence of Jean Sheppard + Earl Basse.

Jean A. Sheppard
(Officer/Board Member)

(Corporate Seal)



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

141180184

ORDER NUMBER: 34234223

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FORM 3

Condominium Property Act
Section 32

NOTICE OF CHANGE OF BY-LAWS

The Owners: Condominium Plan No. 901-1065 hereby certifies that, by a special resolution passed on June 17, 2014, the By-laws of the Corporation were added to, amended or repealed as follows:

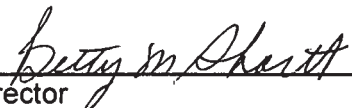
1) Added:

In the event that a claim is made under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation and the loss for which the claim is made is located entirely on or in a Residence, then the Owner of the Residence shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation. In the event that a claim is made under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation and the loss for which the claim is made is located entirely on or in two Residences which are joined by a common party wall, then the Owners of the two Residences shall immediately jointly reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation. The foregoing reimbursement to the Corporation will apply irrespective of whether there is an absence of any negligent act or omission on the part of the Owner of the Residence or the Owner of the adjoining Residence. In all other cases where there is claim under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation, the Corporation shall bear the cost of the insurance deductible and such cost shall be included in Common Expenses.

2) Amended: (Clause 31.12)

Homeowners shall be responsible for insurance on any and all betterments including any and all basement development.

The seal of The Owners: Condominium Plan No. 901-1065 was affixed on June 24, 2014 in the presence of Grant Pocza.


Director

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

051385298

ORDER NUMBER: 34235579

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FORM 3

**CONDOMINIUM PROPERTY ACT
Section 26
NOTICE OF CHANGE OF BY-LAWS**

The Owners: Condominium Plan No. 9011065 hereby certify that, by a special resolution passed on the 6th day of June 2005, the By-laws of the Condominium Corporation were added to, amended, or repealed as follows:

The existing By-laws, including all registered amendments to date, are hereby replaced with the attached By-laws.

The new By-laws come into force upon their registration at the Land Titles Office.

The Seal of The Owners: Condominium Plan No. 9011065 was affixed on

the 19 day of Sept. 2005 in the presence of Dyke

St. J. J. J.

Director

David M. M. M.

Director

CDE-1



BY-LAWS OF THE CORPORATION
THE OWNERS: CONDOMINIUM PLAN NO. 9011065
(Consolidation of all By-law changes registered at Land Titles
up to and including the changes passed at the meeting June 6, 2005)

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DECLARATION OF PURPOSE

The Owners of the Corporation shall keep and preserve the Horizon Village as a place of comfort and security for that class of men and women beyond the age of fifty years, and of advancing years, whose contribution to the community entitles them to the security and the companionship of men and women of comparable age.

PART I - DEFINITIONS AND APPLICATION

1. These by-laws have been enacted by The Owners: Condominium Plan No. 9011065 to replace the by-laws set out in the Act.

- (1) The following definitions apply to all parts of these by-laws:
 - (a) "Act" means the *Condominium Property Act* of Alberta and any successor legislation in effect from time to time;
 - (b) deleted
 - (c) "Corporation" means The Owners: Condominium Plan No. 9011065;
 - (d) "Condominium Plan" means the plan registered by Horizon under the Act and referred to as Condominium Plan No. 9011065;
 - (e) "Person" includes a corporation, and the heirs and the personal legal representatives of a person;
 - (f) "Restrictive Covenant" means that restrictive covenant registered against the titles to the Village Homes of the Condominium Plan which restricts the occupation of the Village Homes to persons described in the Restrictive Covenant by reference to their age;
 - (g) "Village Home" means a condominium unit as defined in the Act.
- (2) Words and expressions which have a special meaning assigned to them in the Act or in the *Land Titles Act* of Alberta have the same meaning in these by-laws, unless the context otherwise requires.
- (3) The rights and obligations given or imposed on the Corporation or the owners under these by-laws are in addition to any rights or obligations given or imposed on the Corporation or the owners under the Act.
- (4) Any reference to the Act or any other Act shall be read to refer to any Act or section of an Act passed in substitution.

- (5) If there is any conflict between these by-laws and the Act, the Act prevails.
- (6) These by-laws are to be read with all changes of number and gender required by the context.
- (7) The headings in the body of these by-laws are not part of the by-laws and are inserted only for convenience or reference.

PART II - THE CORPORATION

2. Duties of the Corporation

- (1) The Corporation shall enforce the by-laws and the Restrictive Covenant and shall take all necessary steps it sees fit to uphold the by-laws and restrictions imposed by the Restrictive Covenant.
- (2) In addition to its duties and responsibilities under the Act and as provided in the preceding sub-paragraph, the Corporation shall:
 - (a) where practical, establish and maintain suitable lawns and gardens on the common property;
 - (b) maintain, repair, or replace pipes, wires, cables and ducts existing in the parcel and used or capable of being used in connection with the enjoyment of more than one unit or the common property;
 - (c) provide adequate garbage receptacles on the common property for use by all owners and provide for regular garbage collection;
 - (d) maintain the exterior parking facilities provided for the owners;
 - (e) provide and maintain reasonable outside lighting;
 - (f) maintain and keep in a state of good repair the following:
 - (i) all outside surfaces of the Village Homes, including without limiting the generality of the foregoing, roofing materials and exteriors of roofs, eaves troughs and exterior drains, and exterior beams and trim (but excluding windows and exterior doors, which shall be the responsibility of the Village Home owner);
 - (ii) all fencing, decks (except those that are enclosed), patios, posts, driveways, and sidewalks;
 - (iii) all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the common property or

the Village Homes;

- (g) at all times keep and maintain for the benefit of the Corporation and all owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to the Act.

3. Powers of the Corporation

In addition to its powers under the Act, the Corporation may:

- (a) acquire personal property to be used:
 - (i) for the maintenance, repair or replacement or any other property of the Corporation or the common property; or
 - (ii) by owners in connection with their enjoyment of the real and personal property of the Corporation or the common property;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the payment of money borrowed by it, and interest on that money, by negotiable instrument, a mortgage or any property owned by it, or by any combination of those means;
- (d) grant a lease to an owner permitting that owner to exercise exclusive possession in respect of any area or areas of the common property;
- (e) make an agreement with any owner or occupier of a Village Home for the provision of amenities or services by it to the owner or to the owner or tenant of the Village Home;
- (f) do all things reasonably necessary for the enforcement of the by-laws and the control, management and administration of the common property and any part of the parcel with which it may be concerned;
- (g) make management agreements and recreational agreements;
- (h) levy penalties, by way of fines, for the contravention of any by-law, or the Restrictive Covenant;
- (i) commence an action, pursuant to the Act, in the Provincial Court of Alberta, or as may be otherwise provided, for the recovery of a penalty for the contravention of any by-law;
- (j) commence such other proceedings, as may be available, for the enforcement of the Restrictive Covenant or any by-law;

- (k) impose and collect deposits, give notice to deliver up possession of Village Homes, and generally to deal with tenants as provided in the Act, and including the commencement of applications to the Court for relief and for damages arising from a tenant's damage of common property.

3.1. By-law Enforcement

The Corporation is entitled and empowered to impose monetary sanctions against owners and tenants who fail to comply with any of these by-laws. The range of monetary sanctions shall be a minimum fine of \$100.00 and a maximum fine of \$5,000.00 per occurrence, as determined by written resolution of the Board. Any sanctions so imposed and remaining unpaid shall (in addition to the remedies allowed for in the Act) be assessed against the unit title for the owner of the unit(s) affected and shall be collected under by-law 3 and sections 32-36 of the Act.

4. The Board of Managers

- (1) The Corporation shall have a Board of Managers, now called the "Board", which shall consist of not less than 3 and not more than 7 people.
- (2) At any election of members of the Board, each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the Board.

5. Eligibility to Sit on the Board

- (1) A person must be an owner to be elected to the Board. If a Village Home has more than one owner, only one owner in respect of that Village Home may sit on the Board at one time.
- (2) An owner who has not paid to the Corporation any contribution due and owing in respect of his Village Home is not eligible to be nominated for election to the Board.
- (3) A person shall not be a member of the Board unless that person is at least 50 years old.

6. Term of Office

A member of the Board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which he or she was elected to the Board.

7. Occurrence of Vacancies on the Board

- (1) The Corporation may, by resolution at a general meeting, remove any member of the Board before the expiration of his term of office and may further appoint another person to hold that office for the remainder of the term.
- (2) The Board may, by resolution upon prior written notice to the Board member affected, declare that the office of the member is vacated if the member:
 - (a) becomes bankrupt under the Bankruptcy Act (Canada);
 - (b) becomes mentally incapacitated;
 - (c) is more than 60 days in arrears in payment of any contribution required to be made by him as an owner;
 - (d) is absent from three consecutive meetings of the Board without permission of the Board.
- (3) A vacancy shall occur upon a member's resignation or death.
- (4) Where a vacancy occurs on the Board under this section, the Board may appoint a person to fill that office for the remainder of the former member's term.

8. Officers of the Corporation

- (1) At the first meeting of the members of the Board held after a general meeting of the Corporation at which members are elected, the Board shall designate from its members a president, vice-president, secretary, and treasurer of the Corporation.
- (2) The Board may designate one person to fill the offices of secretary and treasurer.
- (3) In addition to those duties assigned to the officers by the Board:
 - (a) the president is responsible for the daily execution of the business of the Corporation and shall act pursuant to the resolutions of the Board, or by its ratification of his or her execution of the Corporation's business;
 - (b) the secretary shall record and maintain the minutes of the Board meetings and shall be responsible for all the correspondence of the Corporation;
 - (c) the treasurer shall:
 - (i) receive all money paid to the Corporation and deposit it as the Board may direct;

- (ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
 - (iii) present to the Board, when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation, and
 - (iv) prepare for submission at the annual general meeting a budget for the forthcoming fiscal year of the Corporation and a financial statement for the most recently completed fiscal year of the Corporation.
- (4) If the president is absent or disabled, the vice-president shall act instead. If the vice-president is absent or disabled, the Board may designate another member of the Board to act in the president's capacity.
- (5) A person ceases to be an officer of the Corporation if he or she ceases to be a member of the Board.
- (6) If a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.
- (7) Where a Board consists of not more than three persons, those persons may perform the duties of the officers of the Corporation in such manner as the Board may direct.

9. Procedure and Duties of the President

- (1) The president shall act as chairman of every meeting of the Board.
- (2) The chairman of any meeting shall present to the meeting an agenda, for adoption, or if an agenda has been prescribed by these by-laws or by standing resolution, any supplementary matters to be considered upon the agenda.

10. Majority Vote and Quorum of the Board

- (1) At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tied vote, the chairman is entitled to a casting vote in addition to his or her original vote.
- (2) A quorum at a meeting of the Board shall be a majority of the members of the Board.
- (3) All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board, and in the absence of any rule of procedure, the procedure set forth in Robert's Rules of Order shall be followed.

- (4) The Board shall meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit.
- (5) The Board shall meet when any member of the Board gives to the other members not less than 7 days' notice of a meeting proposed by him or her, specifying the reason for calling the meeting.

11. Resolution in Writing

A resolution in writing signed by all of the members of the Board shall have the same effect as a resolution passed at a meeting of the Board duly convened and held. A resolution so made may be varied or rescinded by majority vote at the next meeting of the Board.

12. Seal of the Corporation

The Corporation shall have a corporate seal, which shall not be used except under the authority of a resolution of the Board given to its use. The Corporation may resolve to have a facsimile corporate seal.

13. Signing Authority

- (1) The Board shall prescribe, by resolution:
 - (a) those officers or other persons who are authorized to sign cheques, drafts, instruments, or other documents, whether or not they are required to be signed under the corporate seal;
 - (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.
- (2) The Board may authorize a property manager, or other agent, to issue and execute replies to information requests ("estoppel certificates") and may so empower the property manager, or agent, to affix the corporate seal or the facsimile corporate seal.

14. Powers of the Board

- (1) The Board, for the benefit of the Corporation and all owners and mortgagees, shall have vested in it the powers of the Corporation, except such powers as are required under the Act or these by-laws to be exercised by the Corporation in general meeting.
- (2) The Board may employ for and on behalf of the Corporation such agents and employees as it thinks fit in connection with the control, management and

administration of the real and personal property of the Corporation and the common property, and in that respect may authorize those persons to exercise the powers of and carry out the duties of the Corporation.

- (3) The Board may, subject to any restriction imposed upon or direction given to it at a general meeting of the Corporation, delegate to any of its members or to another person such of its powers and duties as it thinks fit and may at any time revoke that delegation.
- (4) The Board may set and charge for and on behalf of the Corporation reasonable fees to compensate that Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or these by-laws.
- (5) The Board may establish a fiscal year for the Corporation, and in the absence of such a resolution the fiscal year shall be the calendar year.
- (6) The Board may establish a policy as to the terms under which noxious or noisome animals may be kept in a Village Home.

15. Duties of the Board

In addition to the duties imposed by the Act, the Board shall:

- (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditures take place;
- (b) prepare financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation, for each annual general meeting;
- (c) maintain financial records of all the assets, liabilities, and equity of the Corporation;
- (d) submit to the annual general meeting an annual report consisting of the financial statements and such information as the Board may determine or as may be directed by a resolution passed at a general meeting;
- (e) upon the written request of an owner, purchaser, or mortgagee of a unit, provide the particulars of documents, specifications and plans, all as required to be provided under the Act;
- (f) at all times keep and maintain in force all insurance required hereunder and by the Act to be maintained by the Corporation and from time to time settle, determine and enter into insurance trust agreements in form and on terms required by the Insurance Trustee; and
- (g) provide a mortgagee entitled to voting rights, as may be prescribed by the Act,

the same notices required to be given to the owner of the mortgaged Village Home upon the Corporation's having received such notice of the mortgage as may be required.

- (h) The Board shall appoint committees as required.

16. Penalties for By-law Contravention

- (1) If the Board of Managers determines that a breach of any by-law or the Restrictive Covenant is occurring, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach, specifying the nature and the particulars of the breach and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than three days from the date the notice is delivered to the owner alleged in breach. Upon resolution, the Board of Managers may impose a penalty by fine in accordance with By-law 3.1, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. If a tenant of an owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the owner, the tenant, or both, are liable for payment of the penalty. Each day of a continuing breach shall be deemed a contravention of a by-law or the Restrictive Covenant.

The notice alleging the breach shall also specify the fine to be levied if the breach is not rectified.

- (2) An owner aggrieved by a notice given by the Board of Managers, or by a fine leviable or levied, may appeal the resolutions of the Board to a special general meeting of the owners convened in the manner specified by the by-laws.

The owners convened in special general meeting may rescind, amend, or confirm the resolution or resolutions of the Board of Managers, and in so doing may enquire into all the circumstances of the alleged breach, its rectification, any fine levied or leviable, the collection or forgiveness of any fine, and generally to act in their discretion to uphold the by-laws and the Restrictive Covenant.

The appeal to the owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings unless the error is sufficiently grave as to prejudice the rights of all or any one of the owners.

- (3) An owner may appeal the resolutions of the Board whether or not proceedings to recover penalties have been commenced under the *Provincial Court Act*.

17. Capital Replacement Reserve Fund

- (1) The Board shall establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of any real and personal

property owned by the Corporation and the common property where the repair or replacement does not occur annually.

- (2) The Board may by resolution determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.

PART III - GENERAL MEETINGS

18. Convening of Meeting and Notice

- (1) The Board may, whenever it considers it proper to do so, and shall, upon the written request of the owners entitled to vote and who represent 25% of the total unit factors for the units, convene a general meeting. The Board shall convene annual general meetings as required by the provisions of the Act.
- (2) Where an annual general meeting or a general meeting is to be convened, the Board shall, not less than 7 days prior to the day upon which the meeting is to be convened, give to each owner and every mortgagee entitled to vote, written notice of the meeting stating:
 - (a) the place, date, and time at which the meeting is to be convened; and
 - (b) the nature of special business, if any, to be brought forth at the meeting.

19. Quorum

- (1) Except as otherwise provided in these by-laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting commences.
- (2) A quorum for an annual general meeting or a general meeting is 25% of all the persons entitled to receive notice of the meeting or whose total vote represents at least 2500 unit factors, whichever is less, being present in person or represented by proxy at that meeting.

20. Procedure

- (1) The president, or in his or her absence the vice-president of the Corporation, shall act as chairman of any general meeting. In the absence of both the president and vice-president at the commencement of the meeting, a chairman of the meeting shall be elected.
- (2) The order of business at an annual general meeting and, as far as practicable at any other general meeting, shall be as follows:

- (a) call to order by the chairman;
 - (b) calling of the roll and certifying of proxies or of nominations;
 - (c) proof of notice of meeting or waiver of proxies;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;
 - (f) reports of committees;
 - (g) election of members of the Board;
 - (h) unfinished business;
 - (i) new business;
 - (j) adjournment.
- (3) If within one-half hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.

21. Manner of Voting

- (1) At any meeting a resolution moved or proposed shall be decided on a show of hands and, unless a poll is demanded, a declaration by the chairman that a resolution has been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (2) The chairman of the meeting shall not vote upon a show of hands.
- (3) On a show of hands, each person entitled to vote shall have one vote.
- (4) Except for those matters requiring a special resolution or unanimous resolution, all matters shall be determined by a simple majority vote.

22. Polling the Vote

- (1) A poll may be demanded by any person entitled to vote, present in person or by proxy, and by any co-owner of a Village Home.
- (2) If a person demands a poll, that person may withdraw that demand, and upon the demand being withdrawn, the vote shall be taken by a show of hands.
- (3) A poll, if demanded, shall be taken in such manner as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (4) On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the respective units owned by or mortgaged to them, and the result

of the vote shall be determined by the totals of unit factors.

23. Vote by the Chairman

If a tie results in the case of any vote upon which a poll has been taken, the chairman may cast a final and deciding vote. The chairman, alternatively, may direct a recount and, if the vote remains tied, the chairman shall cast a final and deciding vote.

24. Proxies

- (1) On a show of hands or on a poll, votes may be given either personally or by proxy and, on a show of hands, the person entitled to vote and voting may indicate that he or she is showing hands with respect to the number of votes, provided that his or her proxy is in order, and the votes shall be so counted.
- (2) An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his or her attorney and may be either general or for a particular meeting. A proxy need not be an owner.
- (3) If a corporation is the owner of a unit, it shall make a nomination, in writing under seal, specifying the person who is entitled to vote the interest of the corporation as registered owner, from time to time, as the case may be, as specified in the nomination.

25. Restrictions on Voting

- (1) Except as to a mortgagee's right to exercise an owner's vote, there are no restrictions or limitations on an owner's right to vote at an annual general meeting or a general meeting.
- (2) Where, at the time of an annual general meeting or a general meeting an owner has not paid to the Corporation all contributions that are due and owing in respect of his or her Village Home, that owner is ineligible to cast a vote at that meeting in respect of any resolution other than a special resolution or a unanimous resolution.

26. Vote by Co-owners

- (1) If a Village Home is owned by more than one person, those co-owners may vote personally or by proxy, and:
 - (a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them; and
 - (b) in the case of a vote taken by a poll, a co-owner is entitled to that portion

of the vote applicable to the unit as is proportionate to his or her interest in the Village Home.

- (2) Any co-owner may demand that a poll be taken.

27. Vote by Trustee

Where an owner is a trustee, the trustee shall exercise the voting rights in respect of the Village Home to the exclusion of persons beneficially interested in the trust, and the latter may not vote.

28. Resolutions in Writing

A resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting of the Corporation would be entitled to vote, shall have the same effect as a resolution duly passed at a meeting.

29. Amendment of By-laws

At any meeting where a by-law is to be amended, repealed or replaced, the persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacement, together with the notice of the meeting. The amendment, repeal or replacement shall be by special resolution.

PART IV - OCCUPATION AND USE OF UNITS

30. Definitions

In this part:

- (a) "occupant" means a person present in a Village Home or in or upon the real or personal property of the Corporation or the common property with the permission of an owner; and
- (b) "occupant" includes an owner or a tenant.

31. Duties and Obligations of Occupants

- (1) An occupant shall:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the

Village Home for the purpose of:

- (i) inspecting the unit;
 - (ii) maintaining, repairing, or replacing pipes, wire, cables and ducts existing in the Village Home and used or capable of being used in connection with the enjoyment of any other Village Home or common property;
 - (iii) maintaining or replacing common property, or
 - (iv) ensuring that the by-laws are being observed.
- (b) carry out all work that may be required pursuant to these by-laws or ordered by any local authority or other public authority in respect of the Village Home;
 - (c) pay all rates, taxes, charges, and assessments that may be payable in respect of the Village Home;
 - (d) maintain the Village Home in a state of good repair;
 - (e) notify the Corporation forthwith of:
 - (i) any change in ownership or occupation of the Village Home;
 - (ii) any intention to rent the Village Home; or
 - (iii) any mortgage or encumbrance registered against the Village

Home.

- (f) Any owner wishing to replace any exterior door or window, including garage doors, must utilize products of a similar appearance and quality, and the doors and windows must be professionally installed by a qualified tradesperson.

Prior to proceeding with any installation or replacement, the owner must submit in writing to the Board the proposed product, specifications, and installer's name for approval.

The Board reserves the right to establish guidelines and specific products with respect to the replacement of exterior doors and windows, to ensure consistency and quality installation throughout the Village.

- (g) The doors and windows of a unit that are located on the exterior walls of a unit are not part of the common property, as per section 7(2) of the *Condominium Property Act*, but are part of the unit. The repair and replacement of windows and doors shall remain the responsibility of the

unit owner.

- (2) An occupant shall not:
 - (a) use any personal property of the Corporation or the common property in such a manner as to unreasonably interfere with its use and enjoyment by other occupants;
 - (b) use the Village Home in a manner or for a purpose that will cause a nuisance or hazard to any other occupant;
 - (c) use the Village Home for a purpose that is illegal;
 - (d) make undue noise in the Village Home or on or about the common property;
 - (e) keep an animal in the Village Home or on the common property after a date specified in a notice issued by the Board;
 - (f) do anything in respect of the Village Home or the common property that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the Corporation;
 - (g) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - (h) hang or place on the common property or within a Village Home anything that is, in the opinion of the Board, aesthetically displeasing or offensive when viewed from outside the Village Home;
 - (i) leave household articles on the common property when these articles are not in actual use except on the unit deck;
 - (j) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress and egress to and from the Village Home;
 - (k) use any portion of the common property except in accordance with the by-laws.
- (3) No television antenna, aerial, tower, satellite dish, or similar structure shall be erected at or fastened to any Village Home without the written approval of the Board and subject to any special conditions.
- (4) No portion of a Village Home required to be maintained by the Corporation shall be painted, decorated, or otherwise affected by anyone other than the Corporation without the consent in writing of the Board.
- (5) No awnings or shades shall be erected over the outside of the windows, nor

shall any article be hung or placed on any outside windowsills of a Village Home.

- (6) Nothing may be thrown out of the windows or doors of a Village Home.
- (7) Occupants shall tightly wrap and tie their garbage and shall deposit their garbage as directed by the Board, and shall observe the applicable by-laws and regulations of the municipality.
- (8) No occupant shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub, or flower on, or which overhangs any part of the property not exclusively occupied by the occupant, without the prior written consent of the Board. The consent required by this section may be arbitrarily withheld.
- (9) All occupants will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept at the entranceway to their respective Village Homes, to be kept in their respective Village Homes when not in actual use, and each occupant will comply with all reasonable requests of the Board that bicycles, toys and like articles belonging to the household be put away in the Village Home when not in actual use.
- (10) No occupant shall make structural, mechanical or electrical alterations to the Village Home or to the common property without the prior written consent of the Board, which shall not be unreasonably withheld.
- (11) Notwithstanding the preceding sub-paragraph, no occupant shall construct any work upon or adjacent to the exterior walls of a Village home without the prior written consent of the Board. The consent required by this section may be arbitrarily withheld.
- (12) Homeowners shall be responsible for insurance on any and all betterments.

32. Restrictions on Occupation

- (1) A Village Home shall be occupied only by a person who has attained his or her 50th birthday unless:
 - (a) that person lives with his or her spouse who attained his or her 50th birthday;
 - (b) that person has been predeceased by a spouse who had attained his or her 50th birthday; or
 - (c) the Board may permit a person to occupy a Village Home for a specified period not exceeding six months, upon compassionate grounds, and

thereafter for such further periods of time as may be approved, each not to exceed six months. The permission granted by the Board may be revoked by a general meeting.

- (2) "Occupation" means a regular and ordinary presence in the Village Home, whether or not the person is frequently absent by reason of employment or ill health. A person shall be deemed to be an occupant if his or her occupation of the Village home exceeds 60 days.
- (3) "Spouse" also means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married.

33. Exclusive Use Areas

Each occupant of a unit shall have the exclusive right to use and enjoy that Village Home's exclusive use area except that the Corporation or its servants and agents shall have the right to pass over and deal with each area in carrying out its duties. Any variation of those boundaries, or of the area allocations to the respective Village Homes, shall be dealt with as an amendment to this by-law and shall be effected only by special resolution. The exclusive use areas shall be:

- (a) the parking stall or stalls immediately in front of a Village Home's garage;
- (b) the surface and steps of the wooden deck attached to each Village Home; and
- (c) the concrete patio area, if any, adjacent to a Village Home.

34. Parking

- (1) The Board may assign other parking spaces to Village Homes upon any condition it sees fit. A parking plan, if adopted, shall be treated as a by-law.
- (2) The occupant shall be responsible for keeping the facility in good repair and in a neat and tidy condition at all times.
- (3) No motor vehicle other than a private passenger automobile, van, or light pickup truck shall be parked in any parking space without the prior written consent of the Board. No motor vehicle shall be driven on any part of the common property other than on a driveway or parking space.
- (4) A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the common property; and all automobiles may be parked only in locations properly paved and provided for them.

PART V - USE OF THE COMMON PROPERTY

35. The sidewalks and walkways, driveways, and parking areas shall not be obstructed by any occupant, his family, guests, tenants or visitors or used by them for any other purpose than for entry and exit to and from their respective Village Homes. Parking areas shall not be used for any purpose other than the parking of motor vehicles, and no occupant shall trespass in any parking areas which the occupant of another unit is entitled to use and occupy exclusively.

36. Landscaping and Lawns

Occupants, their families, guests, tenants, visitors, and servants shall not harm, alter, or litter any part of the common property of the Corporation, including without limitation any and all parts of the buildings and other fixed improvements forming part of the common property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all personal property owned or kept by the Corporation.

37. Animals

No animals, livestock, fowl, or pet of any kind shall be kept on or allowed to run at large over any part of the common property.

38. Combustible Material

No stores of gasoline or any other combustible or inflammable goods or materials, and no offensive goods or materials of any kind, shall be kept on any part of the common property.

39. Structures

- (1) No building or structure shall be erected on the common property except by the Corporation.
- (2) No trailer, either with or without living, sleeping, or eating accommodation, and no tent or shed or portable building shall be placed or maintained on the common property except with the prior approval of the Board, and if any such item has been approved by the Board, the Board may subsequently withdraw such approval, in which event the item shall be forthwith removed by the occupant.
- (3) No part of the common property shall be used for the erection, placing, or maintaining of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only by

the Corporation or by an occupant with the prior written approval of the Board.

40. Signs

No signs, billboards, notices or advertising matter of any kind shall be placed on any part of the common property without the prior written consent of the Board.

41. Personal Property

The Corporation is not responsible for any damage or loss caused by or to any property of any kind in the parking areas provided in the common property, and it is not responsible for any loss or damage from any cause to any contents in any Village Home. The insuring of any contents within the Village Homes is the sole responsibility of the Village Home occupants.

42. Sales

No auction sale or other sale shall be held in or about the property without the prior written consent of the Board.

PART VI - COMMON EXPENSES

43. Definition

The common expenses of the Corporation shall, without limiting the generality of the definition thereof in Part I, include the following.

- (a) all levies or charges on account of electricity, gas, fuel services and water, if any, to the common property, supplied to the Corporation;
- (b) the cost of and charges for all management fees;
- (c) all costs and charges on account of landscaping, maintenance for and snow removal from common property;
- (d) all reserves for repair and replacements of common property and portions of Village Homes or buildings, the repair or replacement of which is the responsibility of the Corporation;
- (e) all costs of and charges for maintenance and repair of those portions of each Village Home for which the Corporation is responsible;
- (f) all costs of and charges for maintenance and repair of common property for which the Corporation is responsible;

- (g) all costs of and charges for insurance for which the Corporation is responsible;
- (h) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation, including, without limiting the generality of the foregoing, all legal and accounting fees and disbursements;
- (i) the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, common expense Village Home charges, and all utilities charges for or in respect of any Village Home owned by the Corporation itself;
- (j) reserves for future maintenance and expenses, but shall not include those water charges which shall be incurred on behalf of each of the owners for their respective Village Homes, by the Corporation, and which shall be distributed pro-rata and equally amongst each of the Village Homes and not according to each owner's unit factors.

44. Assessment of Contributions

- (1) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the amount of the common expenses that will be incurred or required in such fiscal year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year, and less any expected income and any surplus from the fund collected in the previous year), which estimate of common expenses is herein called "estimated common expenses". Each year's estimated common expenses shall be apportioned and assessed to the owners in the proportion that the owner's unit factors bear to the total of the unit factor. In addition, the Board may levy and assess the owners in like proportion for costs and charges for common expenses, estimated or incurred, from the date of registration of the Condominium Plan to the end of the fiscal year in which registration occurred or for such other period, not extending beyond the first anniversary of the date of registration of the condominium Plan, as the Board may determine. If the amounts estimated prove inadequate for any reason, including non-payment of an owner's assessed contribution, the Board may at any time, and from time to time, levy a further assessment or such other assessments as are required. Each owner shall pay all assessed contributions to the account of the Corporation, as directed by notice, in equal monthly installments, on or before the first day of each month during the fiscal year for which such assessment is made or in such other reasonable manner as the Board may designate, and further to pay interest on all assessed contributions in arrears at the rate of two (2%) percent per month, calculated from the date due until payment of such other rate of interest as may be approved by special resolution.
- (2) The omission by the Board before the expiration of any year to fix the contributions hereunder for that or for the next year shall not be deemed a waiver or modification in any respect of the provisions of these by-laws or

release of the owner or owners from their obligations to pay the contributions or any installments thereof for that or any subsequent year, but the monthly installments fixed for the preceding year shall continue until new installments are fixed. No owner can exempt himself from liability for this by waiver of use or enjoyment of any of the common property or by vacating or abandoning his unit.

45. Default

- (1) The Corporation has a charge against the estate of the owner for any unpaid contribution, including interest on arrears due to the Corporation in respect of his Village Home. The corporation shall have the right to file a caveat against the unit title or interest of such owner in respect of the charge for the amount of such unpaid contribution and for so often as there shall be any such unpaid contribution. No such caveat shall be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting owner the costs incurred in preparing and registering the caveat and in discharging the caveat, and shall not be obliged to discharge any caveat until all arrears of the owner, including interest and all such costs, are fully paid.
- (2) Any other person may pay any unpaid contribution with respect to the Village Home after the expiration of thirty (30) days following the due date for payment by the owner in default, and upon such payment being made such person shall be subrogated to the Corporation charge and shall be entitled to file a caveat in respect of the amount so paid on behalf of the owner in default and shall be entitled to enforce his charge in accordance with this provision.
- (3) Notwithstanding any provision herein contained or implied, each unpaid contribution or payment shall be a separate and personal debt and obligation of the owner against whom the same is assessed and collectible as such.

PART VII - MISCELLANEOUS

46. Horizon's Use of Property

Horizon shall be entitled to occupy one or more units owned by it for the purpose of a sales centre. Horizon shall advise the Board of the hours of operation of its sales centre and the nature of its promotional operations. Horizon may erect signage in its discretion and may pursue all reasonable promotional operations. Horizon shall have access to the amenities building at all reasonable hours to display it to prospective unit purchasers. Horizon shall be entitled to make reference to this Horizon Village and its location and amenities, in its promotional operations. Horizon shall at all times conduct its promotional operations in as dignified a manner as is appropriate.

47. Amenities Building

The Board shall regulate the use of the amenities building and shall appoint or cause to be elected a committee charged with such duties as the Board sees fit.



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