

**RESOLVED**, as a Special Resolution that:

1. Pursuant to section 197(1) of the **Canada Not-for-profit Corporations Act** and a Special Resolution passed by Members at a Special General Meeting of Members held May 2, 2017, the Articles of Tower Ranch Community Association (the “**TRCA**”) be amended by deleting Article 5 of the Articles respecting the maximum and minimum number of directors and replacing with the following:

Minimum Number 3  
Maximum Number 9

2. Pursuant to section 197(1) of the **Canada Not-for-profit Corporations Act**, the Articles of Tower Ranch Community Association (the “**TRCA**”) be amended by deleting Article 8 of the Articles respecting the classes, or regional or other groups, of Members that the TRCA is authorized to establish in its entirety and replacing it with the following:

There shall be one class of Members in the TRCA. Membership in the TRCA shall be available only to registered Owners of the residential freehold lots or residential strata lots, or Land Lease Homeowners nominated by Owners of a residential strata lot, on “**Properties**” subdivided from the lands and premises legally described as follows:

<b>PID</b>	<b>Legal Description</b>
026-686-651	Lot 2, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
026-686-660	Lot 3, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
026-686-678	Lot 4, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
026-686-694	Lot 6, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993.

2. Article 8 shall be deleted and replaced with the following: The Corporation is authorized to establish voting members which shall be the registered owners of residential lots, residential strata lots and Land Lease Homeowners, who shall be entitled to receive notice of, attend and vote at all meetings of the members of the Corporation.
  
3. The amendment to the TRCA's Articles shall take effect upon the filing of a Form 4004, Amendment of Articles, with Corporations Canada;
  
4. pursuant to section 197(1) of the **Canada Not-for-profit Corporations Act**, that the By-laws of the TRCA be deleted and the form of By-laws attached hereto as "**Schedule A**" be adopted as the By- laws of the TRCA in substitution for, and to the exclusion of, the existing By-laws of the TRCA.

## Schedule "A"

A By-law relating generally to the conduct of the affairs of

### TOWER RANCH COMMUNITY ASSOCIATION (the "TRCA")

**BE IT ENACTED** as a By-law of the TRCA as follows:

#### 1. Definitions

In this By-law and all other By-laws of the TRCA, unless the context otherwise requires:

- (a) **"Act"** means the *Canada Not-For-Profit Corporations Act* S.C. 2009, c.23 including the Regulations made pursuant to the Act, and any statute or Regulations that may be substituted, as amended from time to time;
- (b) **"Amenities"** means the following features which are intended for the communal use of the Owners, tenants and occupants from time to time of the Properties and their respective guests:
  - i) that Amenity centre and fitness centre located or to be located in a strata lot or in strata lots to be located on lands currently legally described as Parcel Identifier 026-686-708, Lot 7, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993;
  - ii) the landscape areas located or to be located on the areas within the Tower Ranch Lands which have been dedicated "road" or are hereafter dedicated "road" from time to time;
  - iii) the network of trails which is located or to be located within the Tower Ranch Lands for walking, hiking, bicycling and similar recreational purposes; and
  - iv) if the developer of the Tower Ranch Lands constructs them, such other Amenities as are constructed on the Tower Ranch Lands for the common benefit of the Owners, tenants and occupants from time to time of the Properties and their respective guests (for example, a pool and change rooms), and **"Amenity"** means any one of them;
- (c) **"Articles"** means the original or restated Articles of in TRCA or Articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the TRCA;

- (d) **"Board"** means the Board of Directors of the TRCA and **"Director"** means a Member of the board;
- (e) **"By-law"** means this By-law and any other By-law of the TRCA as amended and which are, from time to time, in force and effect;
- (f) **"Capital Improvement Costs"** means the costs of making any improvements of a capital nature to any of the Amenities, which may be required from time to time;
- (g) **"Land Lease Home"** means a residential home that occupies a Property under the terms of a Leasehold Agreement between the Property Owner and the Land Lease Homeowner;
- (h) **"Land Lease Homeowner"** means the owner of a Land Lease Home who has a leasehold interest in a Property and a right to occupy the Property thereunder but does not have an ownership interest in the Property;
- (i) **"Land Title Act"** means the *Land Title Act* (British Columbia) from time to time in force and all amendments thereto or other similar legislation which may hereafter be enacted in its place;
- (j) **"Maintenance Costs"** means:
  - a. all costs properly attributable, in accordance with generally accepted accounting principles, to the management, operation, repair, control and maintenance of the Amenities including, without limitation, fees payable to any Property manager, professional advisor, service provider or other person in connection therewith;
  - b. all Property taxes and strata fees and levies payable by the TRCA;
  - c. all other holding costs of whatever type payable by the TRCA in connection with any interests in land held by the TRCA;
  - d. reasonable reserves for contingencies and replacements of capital items;
  - e. the cost of maintaining insurance for or in respect of the Amenities; and
  - f. all other costs incurred by the TRCA in connection with the exercise by it of its powers and duties;
- (k) **"Meeting of Members"** includes an annual Meeting of Members or a special Meeting of Members; "special Meeting of Members" includes a meeting of any class or classes of Members and a special meeting of all Members entitled to vote at an annual Meeting of Members;

- (l) **"Member"** means a person, including an individual, partnership, trust or a corporation, who has been admitted into membership in the TRCA under By-law 9;
- (m) **"Ordinary Resolution"** means a resolution passed by a majority of not less than fifty percent (50%) plus 1 of the votes cast on that resolution;
- (n) **"Owners"** means the registered Owners from time to time of the Properties, and **"Owner"** means any one of them in respect of the relevant Property (and, in the event that any Property is registered in the name of more than one person, the Owner of that Property, for all purposes of these By-laws, shall be the one person selected by such persons to be the Member of the TRCA, it being the intention of these By-laws that one vote is to attach to each Property); however, in no event will the "Owners" ever include the TRCA;
- (o) **"Properties"** means the residential freehold lots and residential strata lots into which the Tower Ranch Lands are subdivided under the *Land Title Act* or the *Strata Property Act* from time to time, and **"Property"** means any one of them;
- (p) **"Proportionate Share"** has the meaning set out in By-law 10(d);
- (q) **"Proposal"** means a Proposal submitted by a Member of the TRCA that meets the requirements of section 163 (Shareholder Proposals) of the Act;
- (r) **"Regulations"** means the Regulations made under the Act, as amended, restated or in effect from time to time;
- (s) **"Special Resolution"** means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution;
- (t) **"Strata Property Act"** means the *Strata Property Act* (British Columbia) from time to time in force and all amendments thereto or other similar legislation which may hereafter be enacted in its place;
- (u) **"Tenant"** means a person living in a dwelling on the Tower Ranch Lands who does not have title to that property;
- (v) **"Tower Ranch Lands"** means certain lands and premises located in Kelowna, B.C. currently legally described as follows, and which upon completion of the development thereof, will consist of a number of separate residential freehold lots and residential strata developments:

<b>PID</b>	<b>Legal Description</b>
026-686-651	Lot 2, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
026-686-660	Lot 3, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
026-686-678	Lot 4, Section 31, Township 27, Osoyoos Division Yale District, Plan KAP80993
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## **2. Interpretation**

In the interpretation of this By-law, words in the singular include the plural and viceversa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership and trust.

Other than as specified above, words and expressions defined in the Act have the same meanings when used in these By-laws.

## **3. Corporate Seal**

The TRCA may have a corporate seal in the form approved from time to time by the Board. If a corporate seal is approved by the Board, the secretary of the TRCA shall be the custodian of the corporate seal.

## **4. Execution of Documents**

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the TRCA shall be signed by the person or persons authorized by resolution of the Board or in the absence of any resolution, any two (2) Directors or by any two of the president, vice-president, secretary or treasurer. In addition, the Board may from time to time direct the manner in which a person or persons by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal (if any) to the document. Any signing officer may certify a copy of any instrument, resolution, Bylaw or other document of the TRCA to be a true copy thereof.

## **5. Financial Year**

The financial year end of the TRCA shall be determined by the Board of Directors.

## **6. Banking Arrangements**

The banking business of the TRCA shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board of Directors may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of the TRCA and/or other persons as the Board of Directors may by resolution from time to time designate, direct or authorize.

## **7. Borrowing Powers**

The Directors of the TRCA may, upon a Special Resolution passed by a vote cast at a Members Meeting,

- i) borrow money on the credit of the TRCA;
- ii) issue, reissue, sell, pledge or hypothecate debt obligations of the TRCA;
- iii) give a guarantee on behalf of the TRCA; and
- iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any Property of the TRCA, owned or subsequently acquired, to secure any debt obligation of the TRCA.

## **8. Annual Financial Statements**

The TRCA shall send to the Members a copy of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the Act or a copy of a publication of the TRCA reproducing the information contained in the documents. Instead of sending the documents, the TRCA may send a summary to each Member along with a notice informing the Member of the procedure for obtaining a copy of the documents themselves free of charge. Financial documents are to be sent to members 14 days in advance of an Annual General Meeting. The TRCA is not required to send the documents or a summary to a Member who, in writing, declines to receive such documents.

## 9. Membership Conditions

- (a) Membership of the TRCA shall be limited to the Owners, or Land Lease Homeowners nominated by an Owner of a residential strata lot. Any Owner or Land Lease Homeowner nominated to be a Member, who has provided contact details (address, phone number and email address), proof of ownership and date of land title transfer, or registration of lease on title, to the Board, will automatically be accepted by the Board as a Member, and the Member will be added to the TRCA Register of Members pursuant to subsection 21 (1) g. of the Act. Each Member shall be entitled to receive notice of, attend and vote at all meetings of Members of the TRCA (subject to being a Member in good standing per By-law 9(f)).
- (b) In the event an Owner owns more than one property (multiple-owner), for all properties for which there is a Land Lease Home registered, such Owner shall nominate the Land Lease Homeowner to hold a membership interest in the TRCA with the intent that a membership interest, and therefore a vote, will attach to each Property occupied by a homeowner or tenant. The multiple-owner shall advise the TRCA Board of the registration of a Land Lease Homeowner and the Board shall accept the nomination and add the Land Lease Homeowner to the TRCA membership.
- (c) An Owner of multiple properties who owns properties under development, prior to the property being occupied by a Land Lease Homeowner, notwithstanding Clause 12 (g) which limits a member to one vote at a meeting, hold one vote per each unoccupied registered property at a members meeting. Notwithstanding By-Law 9 (b), if a multiple-owner has nominated membership for 100% of its owned properties, that multiple-owner will retain one membership interest and hence one vote in the TRCA.
- (d) The membership interest of any Member of the TRCA as it attaches to any Property terminates on the sale of the Property or Land Lease Home to a new Owner or Land Lease Homeowner. The new Owner or Land Lease Homeowner will become a Member after satisfying provisions of By-law 9(a).
- (e) By a majority of votes of the Members of the TRCA, a Member may be expelled, suspended or otherwise disciplined if such a Member is, in the opinion of the Members, guilty of conduct which is likely to endanger the interest or reputation of the TRCA or in a breach of these By-laws, but a Member may not be expelled, or otherwise disciplined until that Member has been notified of the proposed action and has been given an opportunity to be heard by the other Members at a meeting of the TRCA. Upon being expelled from the TRCA, a Member shall cease to have any right to use the Amenities and, if such Member holds the benefit of any easements in connection with the use of the Amenities, such Member shall execute and deliver all documents required to discharge the benefit of such easements from the Property owned by such Member.



- (f) All Members are in good standing except a Member who has failed to pay the current annual membership fee, if any, or any contribution to Maintenance Costs, or any other fee, due, subscription, levy, special assessment or debt due and owing to the TRCA and he is not in good standing so long as the debt remains unpaid. If a Member is not in good standing, the TRCA shall be entitled to deny such Member (together with all tenants and occupants of such Member's Property and their respective guests) the right to use all or any of the Amenities until such time as the Member has restored himself to being in good standing.
- (g) Any Member who ceases to be a Member of the TRCA forfeits all rights, claims, privileges or interests arising from membership in the TRCA including, without limitation, any rights in the Property of the TRCA.
- (h) Pursuant to subsection 197(1) (Fundamental Change) of the Act, a Special Resolution of the Members is required to make any amendment to this section of the By-laws if those amendments affect membership rights and/or conditions described in paragraphs 197(l)(e), (h), (l) or (m).

#### **10. Budgets and Members' Contributions**

- (a) By Ordinary Resolution the Members may set annual membership fees to be paid by the Members, which fees will be in addition to any other amounts which the Members may be required to pay pursuant to these By-laws.
- (b) For each fiscal year of the TRCA, the Board will prepare an annual budget of Maintenance Costs which will set out by categories their best estimate of the Maintenance Costs for the next fiscal year. The budget will include a reasonable provision for contingencies. The annual budget of Maintenance Costs must be approved by Ordinary Resolution of the Members. If any budget for Maintenance Costs is not approved by the Members, then, until a new budget is prepared and approved, each Member must continue to pay to the TRCA such Member's Proportionate Share of Maintenance Costs as such Member was required to pay under the budget for Maintenance Costs for the previous fiscal year.
- (c) Prior to making any improvements of a capital nature to any of the Amenities, the Board will also prepare a budget of Capital Improvement Costs, which will set out by categories the best estimate of the Capital Improvement Costs to complete the improvements. The budget for Capital Improvement Costs may include a multi-year term in order to complete the improvements. The budget for Capital Improvement Costs must be approved by a Special Resolution of votes cast. Once approved, each Member must pay to the TRCA such Member's Proportionate Share of the Capital Improvement Costs until such time as the term of the budget ends.

- (d) A Member's contribution to the Maintenance Costs will be levied in accordance with these By-laws; and will be apportioned between the Properties on the basis of the Proportionate Share for each Property (unless and until otherwise agreed upon by Special Resolution vote of Members). This apportionment is intended to reflect the sharing of the Maintenance Costs on an equitable basis and in a manner which reasonably reflects the use by and benefit to each of the Properties of the Amenities.
- (e) The Proportionate Share for each Property will be calculated as follows:
  - i) For the purposes of this By-law, "**Proportionate Share**" shall for each Property mean the fraction which has:
    - ii) as its numerator the number 1; and
    - iii) as its denominator the number of Properties from time to time registered in the Land Titles Office for BC;
  - iv) For greater certainty, no Proportionate Share of Maintenance Costs or Capital Improvement Costs shall be payable in respect of any particular Property until such time as the Property is registered.
- (f) During each fiscal year of the TRCA, each Member who is an Owner must pay to the TRCA such Member's Proportionate Share (in respect of each Property owned by such Member) of the budgeted Maintenance Costs for that fiscal year, by payment through a Pre-Authorized Debit (PAD) form, or as otherwise determined by the directors from time to time. Members, as an alternative, may apply to the Board to have payments made by the issuance of twelve post dated cheques.
- (g) During the term of any budget for Capital Improvement Costs approved by the Members under paragraph 10(c), each Member must pay to the TRCA each Members' Proportionate Share of the budgeted Capital Improvement Costs for that term, by payment through a Pre-Authorized Debit (PAD) or as otherwise determined by the Directors from time to time.
- (h) Each Member's Proportionate Share of the Maintenance Costs and the Capital Improvement Costs may be consolidated by the TRCA into a single monthly payment by the Member on a Pre-Authorized Debit (PAD) or consolidated by the Member into a single payment or by other arrangements as agreed with the Directors.
- (i) Only authorized signatories for the TRCA will be entitled to withdraw funds from the operating fund and the contingency reserve fund.

- (j) Members may be required to pay special levies to the TRCA as follows:
  - i) Upon approval by a Special Resolution of the Members (2/3 majority of votes cast at a Meeting of Members), the Directors shall be entitled to require Members to pay any special levies which the Directors may determine from time to time to be necessary in connection with the purposes of the TRCA. Each Member will be required to pay his Proportionate Share (in respect of each Property owned by such Member) of any special levy to the TRCA within thirty (30) days of receipt of demand. The TRCA will pay any such special levy into the operating fund or the contingency reserve fund, as applicable.
  - ii) All payments on account of any special levy shall accrue from day to day, and if for any reason it shall become necessary to calculate a Member's Proportionate Share of any special levy for a period less than a fiscal year, an appropriate pro rata adjustment shall be made on a daily basis.
- (k) If a Member is late in paying to the TRCA any amount payable pursuant to these By-laws, the Member must pay to the TRCA interest on the late payment in the amount of fifteen percent (15%) per annum compounded monthly, commencing the date the payment was due and continuing until paid. Any late payment made by a Member will first be applied to the payment of outstanding interest and secondly to the payment of the outstanding amount.
- (l) Under Rent Charge LB96527 registered on title to each Property, the TRCA shall be entitled to and is granted the right of foreclosure and the right of distress and shall also have all other powers and remedies of a chargeholder at law.
- (m) If the TRCA owns a Property, then no Proportionate Share of Maintenance Costs or Capital Improvement Costs or special levies shall be payable by the TRCA, and the TRCA's Proportionate Share shall be paid by the Members on a pro rata basis.

## **11. Amenities**

- (a) The Amenities are available for the common use of the Owners and the tenants and occupants of the Properties and their respective guests. To the extent that any Amenity is not owned by the TRCA or is located on Tower Ranch Lands not owned by the TRCA, the Owner who does own such Amenity or such parcel of Tower Ranch Lands shall be deemed to have granted an easement in favour of all of the Properties (for the benefit of the Owners, tenants and occupants of such other Properties and their respective guests) to use such Amenity in accordance with the normal and proper use thereof (subject to the right of the TRCA to ban the use of any Amenity pursuant to By-law 9 (f) or to regulate the use of the Amenities pursuant to these By-laws).
- (b) The use of the Amenities will be in accordance with and subject to the rules and Regulations made from time to time by the TRCA.

(c) The Amenities will be managed, operated, controlled and maintained by the TRCA, unless otherwise approved by Special Resolution of votes cast at a members meeting. Unless approved by Special Resolution of the Members, no Member shall be entitled to exercise any easement right which such Member may hold at law with respect to the maintenance or replacement of any Amenity. In connection therewith, each Member of the TRCA delegates to the TRCA all such easement rights of such Member and agrees to execute and deliver all such documents as may be required from time to time to confirm such delegation.

(d) The TRCA will have the power to make, amend and rescind reasonable rules and Regulations governing, restricting or affecting the manner in which the Amenities may be used or enjoyed and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such rules and Regulations, provided such rules and Regulations are made solely for the purpose of regulating the hours of use, enjoyment, safety, cleanliness, management, maintenance or operation of the Amenities, and are applied equally to all Members and others having similar rights.

## **12. Members Meeting**

- (a) The annual Meeting of Members shall be held annually at such time, at such place as determined by the Board. At the annual meeting, the most recent financial statements shall be reviewed, appointment made for review of annual finances in accordance with the Act, Directors shall be elected in accordance with the provisions hereof, the Directors' report shall be received and any other business transacted. All of the transactions as may properly be brought at the annual meeting in accordance with these By-laws and the Act shall be done so.
- (b) Notice of the time and place of a Meeting of Members shall be given to each Member entitled to vote at the meeting by the following means:
- i) by email to each Member entitled to vote at the meeting twenty-one (21) days before the day on which the meeting is to be held; or
  - ii) by an alternative means of communication as approved by the Board of Directors, to each Member entitled to vote at the meeting, twenty-one (21) days before the day on which the meeting is to be held.
- (c) Unless otherwise provided in these By-laws, special Members' meetings may be called by the Board whenever two or more Directors think fit.
- (d) The annual meeting of the Members shall be held at least once in every calendar year, and not more than fifteen (15) months after the adjournment of the previous annual meeting.

- (e) Annual and special general meetings must be chaired by a Director.
- (f) A Member in good standing is entitled to one vote.
- (g) Pursuant to subsection 197(1) (Fundamental Change) of the Act, a Special Resolution of the Members is required to make any amendment to the By-laws of the TRCA to change the manner of giving notice to Members entitled to vote at a Meeting of Members.

### **13. Members Calling a Members' Meeting**

The Board of Directors shall call a special Meeting of Members in accordance with section 167 of the Act, on written requisition of Members carrying not less than ten percent (10%) of the voting rights. If the Directors do not call a meeting within twenty-one (21) days of receiving the requisition, any Member who signed the requisition may call the meeting.

### **14. Absentee Voting at Members' Meetings**

Pursuant to section 171(1) of the Act, a Member entitled to vote at a Meeting of Members may vote by proxy by appointing in writing a proxyholder, and one or more alternate proxyholders, who are required to be Members, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it subject to the following requirements:

- (a) a proxy is valid only at the meeting in respect of which it is given.
- (b) a Member may revoke a proxy by written direction to the Board;
- (c) unless expressly restricted by a statement in the proxy, a proxyholder or an alternate proxyholder has the same rights as the Member by whom they were appointed, including the right to speak at a Meeting of Members in respect of any matter, to vote by way of ballot at the meeting, to demand a ballot at the meeting and, except where a proxyholder or an alternate proxyholder has conflicting instructions from more than one Member, to vote at the meeting;
- (d) a form of proxy may include a statement that, when the proxy is signed, the Member confers authority with respect to matters described in bold-face type, how the proxyholder is to vote the membership in respect of each matter or group of related matters;
- (e) if a form of proxy is sent in electronic form, the requirements that certain information be set out in bold-face type are satisfied if the information in question is set out in some other manner so as to draw the addressee's attention to the information; and

- (f) a form of proxy that, if signed, has the effect of conferring a discretionary authority in respect of amendments to matters identified in the notice of meeting or other matters that may properly come before the meeting must contain a specific statement to that effect.
- (g) Pursuant to section 197(1) of the Act, a Special Resolution of the Members is required to make any amendment to the Articles or By-laws of the TRCA to change this method of voting by Members not in attendance at a Meeting of Members.

**15. Proposals Nominating Directors at Annual Members' Meetings**

Subject to the Regulations under the Act, any Proposal may include nominations for the election of Directors if the Proposal is signed by not less than 5% of Members entitled to vote at the meeting at which the Proposal is to be presented.

**16. Cost of Publishing Proposals for Annual Members' Meetings**

The Member who submitted the Proposal shall pay the cost of including the Proposal and any statement in the notice of meeting at which the Proposal is to be presented unless otherwise provided by Ordinary Resolution of the Members present at the meeting.

**17. Place of Members' Meeting**

Subject to compliance with section 159 (Place of Members' Meetings) of the Act, meetings of the Members may be held at any place within the Okanagan Valley as determined by the Board.

**18. Persons Entitled to be Present at Members' Meetings**

The only persons entitled to be present at a Meeting of Members shall be those entitled to vote at the meeting, the Directors and the public accountant of the TRCA and such other persons who are entitled or required under any provision of the Act, Articles or by-laws of the TRCA to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by resolution of the Members.

**19. Chair of Members' Meetings**

In the event that all Directors are absent, the Members who are present and entitled to vote at the meeting shall choose one of their numbers to chair the meeting.

## **20. Quorum at Members' Meetings**

A quorum at any meeting of the Members shall be at least ten percent (10%) of the Members entitled to vote at the meeting. If a quorum is not present at any time during the meeting, business then in progress shall be suspended until there is a quorum present or until the meeting is adjourned or terminated.

If within thirty (30) minutes from the time appointed for a general meeting a quorum is not present, the meeting, if convened on the requisition of one or more Members, shall be terminated; but if not convened on requisition of one or more Members, it shall stand adjourned to an appointed date and place, and if, at the adjourned meeting, a quorum as defined in this By-law 20 is not present within thirty (30) minutes from the time appointed for the meeting, the Members present constitute a quorum.

## **21. Votes to Govern at Members' Meetings**

At any Meeting of Members every question shall, unless otherwise provided by the Articles or By-laws or by the Act, be determined by a majority of the votes cast on the questions. In case of an equality of votes either on a show of hands or on a ballot or on the results of electronic voting, the chair of the meeting shall not have a second or casting vote.

## **22. Participation by Electronic Means at Members' Meetings**

If the TRCA chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a Meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this By-law, any person participating in a Meeting of Members pursuant to this By-law who is entitled to vote at that meeting may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the TRCA has made available for that purpose.

## **23. Members' Meeting Held Entirely by Electronic Means**

If the Directors or Members of the TRCA call a Meeting of Members pursuant to the Act, those Directors or Members, as the case may be, may determine that the meeting shall be held, in accordance with the Act and the Regulations, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

#### **24. Number and Composition of Directors**

The Board shall consist of the number of Directors specified in the Articles. If the Articles provide for a minimum and maximum number of Directors, the Board shall be comprised of the fixed number of Directors as determined from time to time by the Members by Ordinary Resolution or, if the Ordinary Resolution empowers the Directors to determine the number, by resolution of the Board. Reasonable efforts shall be made to nominate and elect Directors from a cross section of areas within the Tower Ranch Community.

#### **25. Nomination of a Director by a Multiple-Owner**

A multiple property owner ("multiple-owner") who owns the largest number of properties, and having an ongoing interest in the Tower Ranch Lands, shall be entitled to appoint one (1) Director to the TRCA Board. This position is non-revocable unless the multiple-owner ceases to exist. A Special Majority Resolution of 90% of votes cast at a Members Meeting is required to make an amendment of this By-Law 25.

#### **26. Term of Office of Directors**

The Directors shall be elected to hold office for a term expiring not later than the next annual Meeting of Members following the election, at which time their successors shall be elected. If no successor is elected or appointed at an annual meeting of the Members the person previously elected or appointed continues to hold office.

A Director may resign by mailing or delivering his resignation in writing to the address of the TRCA.

The Directors may expel a Director who is absent without reasonable excuse from three (3) successive meetings of the Directors.

The Members may, by Special Resolution, remove a Director before the expiration of his term of office, and may elect a successor to complete the term of office, but no Director will be removed by vote of the Members until he has been given notice of the proposed action and an opportunity to be heard by the Members at a general meeting.

Should a Director position become vacant for any reason, the Board may appoint a Director to hold office for a term expiring not later than the next annual Meeting of Members following the election.



## **27. Director Remuneration**

No Director shall be remunerated for being or acting as a Director but a Director shall be reimbursed for all expenses necessarily and reasonably incurred by him while engaged in the affairs of the TRCA, and the TRCA may purchase and maintain insurance for the benefit of a Director against personal liability incurred by him as a Director, at the discretion of the Directors.

## **28. Appointment of Officers**

The Board may designate the offices of the TRCA, appoint officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the TRCA. A Director may be appointed to any office of the TRCA. An officer may, but need not be, a Director unless these By-laws otherwise provide. Two (2) or more offices may be held by the same person.

All officers of the TRCA shall hold office for a term of one (1) year from the date of appointment or until their successors are appointed in their stead. Any vacancy occurring in respect of any office may be filled at any time by the Board of Directors.

The president and vice-president shall at all times be Directors and if the president and vice-president, or either of them, ceases to be a Director then they shall also cease to hold the office of president or vice-president, as the case may be.

## **29. Description of Offices**

Unless otherwise specified by the Board (which may, subject to the Act modify, restrict or supplement such duties and powers), the offices of the TRCA, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

1. President - If appointed, the president shall be the chief executive officer of the TRCA and shall be responsible for implementing the strategic plans and policies of the TRCA. The president shall, subject to the authority of the Board, have general supervision of the affairs of the TRCA.
2. Vice-President - If appointed, the vice-president shall carry on the duties of the president during his absence.
3. Secretary - If appointed, the secretary shall attend and be the secretary of all meetings of the Board, Members and committees of the Board. The secretary shall enter or cause to be entered in the TRCA's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to Members, Directors, the public accountant and Members of committees; the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the TRCA.

4. Treasurer- If appointed, the treasurer shall keep such financial records, including books of account, as are necessary to comply with the Act and render financial statements to the Directors, Members and others when required.

Officers shall not receive any remuneration or any profit from their position as officer either directly or indirectly, other than reimbursement for reasonable disbursements and expenses reasonably incurred in discharging such office.

The powers and duties of all other officers of the TRCA shall be such as the terms of their engagement call for or the Board or president requires of them. The Board may from time to time and subject to the Act, vary, add to or limit the powers and duties of any officer.

### **30. Vacancy in Office**

In the absence of a written agreement to the contrary, the Board may remove, whether for cause or without cause, any officer of the TRCA. Unless so removed, an officer shall hold office until the earlier of:

- a. the officer's successor being appointed,
- b. the officer's resignation,
- c. such officer ceasing to be a Director (if a necessary qualification of appointment)
- or d. such officer's death.

If the office of any officer of the TRCA shall be or become vacant, the Directors may, by resolution, appoint a person to fill such vacancy.

### **31. Notice of Meeting of Board of Directors**

Notice of the time and place of each Board meeting shall be given to each Director by the following means:

- i) by email to each Director, 14 days before the day on which the Board meeting is to be held; or
- ii) by an alternative means of communication approved by the Board 7 days before the day on which the Board meeting is to be held.

Unless the By-law otherwise provides, no notice of meeting need specify the purpose or the business to be transacted at the meeting except that a notice of meeting of Directors shall specify any matter referred to in subsection 138(2) (Limits on Authority) of the Act that is to be dealt with at the meeting.

### **32. Regular Meetings of the Board of Directors**

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named.

The Board may from time to time fix the quorum necessary for the transaction of business and unless so fixed the quorum shall be a majority of the Directors then in office.

No person may act for an absent Director at a meeting of Directors. However, an absent Director may send a representative to the meeting of Directors to observe and inform the absent Director on the business conducted at the meeting. Such representative may be allowed to speak and participate in the meeting, but shall not vote on behalf of the absent Director.

The president, or a director as nominated and voted successfully by the Board, shall be chairman of all meetings of the Directors; but if at any meeting the president or nominated director is not present within thirty (30) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman at that meeting.

### **33. Votes to Govern at Meetings of the Board of Directors**

At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting shall not have a second or casting vote.

### **34. Committees of the Board of Directors**

The Board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the Act, with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such Regulations or directions as the Board may from time to time make. Any committee Member may be removed by resolution of the Board of Directors.

### **35. Method of Giving Any Notice**

Any notice (which term includes any communication or document), other than notice of a Meeting of Members or a meeting of the Board of Directors, to be given (which term includes sent, delivered or served) pursuant to the Act, the Articles, the By-laws or otherwise to a Member, Director, officer or Member of a committee of the Board or to the public accountant shall be sufficiently given:

- a. if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the TRCA or in the case of notice to a Director to the latest address as shown in the last notice that was sent by the

TRCA in accordance with section 128 (Notice of Directors) or section 134 (Notice of change of Directors) of the Act;

- b. if mailed to such person at such person's recorded address by prepaid ordinary or registered mail;
- c. if sent to such person by facsimile, electronic mail or other communication facility at such person's recorded address for that purpose; or
- d. if provided in the form of an electronic document in accordance with Part 17 of the Act.

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmittal or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any Member, Director, officer, public accountant or Member of a committee of the Board in accordance with any information believed by the secretary to be reliable. The declaration by the secretary that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any Director or officer of the TRCA to any notice or other document to be given by the TRCA may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

### **36. Invalidity of any Provisions of this By-law**

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.

### **37. Omissions and Errors**

The accidental omission to give any notice to any Member, Director, officer, Member of a committee of the Board or public accountant, or the non-receipt of any notice by any such person where the TRCA has provided notice in accordance with the Bylaws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

### **38. By-laws and Effective Date**

Subject to the Articles, the Board of Directors may, by resolution, make, amend or repeal any By-laws that regulate the activities or affairs of the TRCA. Any such By-law, amendment or repeal shall be effective from the date of the resolution of Directors until the next Meeting of Members where it may be confirmed, rejected or amended by the Members

by Ordinary Resolution. If the By-law amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The By-law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next Meeting of Members or if it is rejected by the Members at the meeting.

This section does not apply to a By-law that requires a Special Resolution of the Members according to subsection 197(1) (fundamental change) of the Act because such By-law amendments or repeals are only effective when confirmed by Members.