


T.K. SPARKS

**BYLAWS OF THE
COMMUNITY OF SUN RIVERS
OWNER ASSOCIATION**

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these Bylaws the following terms will have the following meanings:

- (a) **“Authorized Representative”** has the meaning set out in Bylaw 2.6;
- (b) **“Committee”** has the meaning ascribed to such term in Bylaw 8.5;
- (c) **“Community”** means the original parent parcel from which all of the Neighborhoods were derived, being all of the lands which were previously legally described as follows:
 - Lot 152, as shown on Plan of Survey No. 78619
Deposited in the Canada Lands Survey Record at
Ottawa, Ontario;
- (d) **“Community Lease”** means the lease granted to Sun Rivers by Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, made June 24, 1996 and effective July 1, 1996 and registered in the Indian Land Registry in Ottawa on July 3, 1996, under number 242856 for a term of 99 years for the Community;
- (e) **“Community Property”** means those areas in the Community, including those in any Neighborhood, for the benefit of the Community as a whole, that either of Sun Rivers or a Lessee designates from time to time as common areas, including any Improvements thereon, and including any roads, curbs, walkways, sidewalks, street lighting, parks, community facilities, amenities and recreation facilities;
- (f) **“Community Servicing Agreement”** means any and all of the Community Servicing Agreements between the Owner Association and each Neighborhood Owner Association or the developer of a Neighborhood;
- (g) **“Director”** means a director of the Owner Association from time to time;
- (h) **“Lessee”** means a Lessee under a Neighborhood Lease;
- (i) **“Member”** has the meaning ascribed to such term in Bylaw 2.1;
- (j) **“Neighborhood Lease”** means a lease of a Neighborhood, or an assignment of a lease of a Neighborhood, which has been registered in the Indian Lands Registry at Ottawa;
- (k) **“Neighborhood Owner Association”** means a society incorporated by or on behalf of a Lessee pursuant to the laws of British Columbia, of which all of the members are comprised of the Lessee or an Owner in a Neighborhood;

- (l) “**Neighborhood**” means a portion of the Community demised under a Neighborhood Lease, and “**Neighborhoods**” refers to more than one Neighborhood;
- (m) “**Owner**” means a sublessee(s) under an Owner Agreement;
- (n) “**Owner Agreement**” means a sublease of a lot in a Neighborhood which has been registered in the Indian Lands Registry at Ottawa and under which an Owner is a sublessee;
- (o) “**Owner Association**” means the Society transitioned under the *Societies Act* (British Columbia), named “Community of Sun Rivers Owner Association”;
- (p) “**Rules**” means the rules and regulations passed pursuant to Bylaw 17 and Section 13 of an Owner Agreement, as amended from time to time;
- (q) “**Societies Act**” means the *Societies Act* (British Columbia) from time to time in force and all amendments and successive legislation to the *Societies Act*;
- (r) “**Sun Rivers**” means Sun Rivers Development Corp. and its successors and assigns.

1.2 Definitions in Societies Act, Neighborhood Leases and Community Lease. The definitions in the *Societies Act* and in any Neighborhood Lease and the Community Lease, on the date that these Bylaws become effective, apply to these Bylaws.

1.3 These Bylaws. The phrase “**these Bylaws**” means these Bylaws of the Owner Association, including any attached Schedules.

1.4 Number and Gender. In these Bylaws, the singular includes the plural and the plural the singular, and the masculine includes the female and a corporation, as the context permits or requires.

2. MEMBERSHIP

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

2.2 Deemed Membership. Membership in the Owner Association will consist only of the following persons:

- (a) Lessees; and
- (b) Sun Rivers,

each of whom shall be deemed to have been admitted as a Member upon acquisition of a leasehold interest in a Neighborhood Lease, or in the case of Sun Rivers, the Community Lease, without need for application for membership in the Owner Association.

2.3 Membership of Members Ceases. A person will, automatically and without further action on his behalf or by the Owner Association, cease to be a Member when:

- (a) in the case of a Lessee, the Lessee ceases to hold a leasehold interest in a Neighborhood Lease;
- (b) in the case of Sun Rivers, Sun Rivers ceases to hold a leasehold interest in the Community Lease and any Neighborhood Lease as a Lessee;
- (c) the assets of the Owner Association are distributed and the Owner Association is wound up pursuant to Bylaw 11; or
- (d) if the Member is a corporation, on the corporate Member being dissolved or wound up.

2.4 Membership Ceases to be in Good Standing. A Member who is a Lessee will cease to be in good standing if the Member is in default or breach of any obligations to the Owner Association under:

- (a) these Bylaws;
- (b) a Community Servicing Agreement; or
- (c) the Property Management Agreement entered into between the Owner Association and such Member, as amended from time to time.

2.5 Obligations of Members. Every Member will observe and uphold the constitution of the Owner Association, these Bylaws and any rules or regulations made by the Owner Association pursuant to these Bylaws.

2.6 Authorized Representatives. Each Member that is not an individual who is admitted as a Member of the Owner Association must authorize an individual, from its own Board of Directors, to be the Member's representative (each an "**Authorized Representative**") to act on that Member's behalf. Each Member will provide written notice from time to time to the Owner Association of the name and contact information of the Member's Authorized Representative. The Owner Association is entitled to rely on its records as to the then current Authorized Representatives of the Members for the purposes of an Authorized Representative exercising any power of the Member under these Bylaws whether in general meeting or otherwise.

3. OWNER ASSOCIATION

3.1 Powers and Duties. The powers and duties of the Owner Association are as set out in the following documents, and subject to any restriction imposed or direction given at a general meeting of the Owner Association, the Directors may exercise and perform these powers and duties:

- (a) these Bylaws;
- (b) the *Societies Act*; and
- (c) if Sun Rivers assigns the Community Lease to the Owner Association, then the Community Lease.

3.2 Powers by Resolution. In particular, if Sun Rivers assigns the Community Lease to the Owner Association, then the Owner Association may, by resolution approve all such actions by the Owner Association or other persons:

- (a) as required in order for the Owner Association to fulfill its obligations under the Community Lease and any assignment agreement between the Sun Rivers and the Owner Association; and
- (b) otherwise as may be considered appropriate or beneficial to the Members of the Owner Association and the members of any Neighborhood Owner Association;

provided, in either case, that such actions are not in breach of the Owner Association's obligations under the Community Lease.

3.3 Director Resolution Required to Approve. All powers of the Owner Association may be exercised by Directors resolution except where otherwise indicated in these Bylaws.

3.4 Members Resolution Required to Approve. A resolution of the Members in general meeting at the level indicated below is required to approve the following actions of the Owner Association:

- (a) Approval of budget for Community Costs payable under the Community Servicing Agreement, approval by ordinary resolution;
- (b) amendment of a budget for Community Costs after its approval, approval by special resolution;
- (c) approval of an extension of greater than 30 days if a budget for Community Costs is not approved by the Members, approval by special resolution;
- (d) authorization of an expenditure not included in the budget for Community Costs, approval by special resolution; and
- (e) any other matter specified by the Members, approval by special resolution.

4. MEETINGS OF MEMBERS

4.1 General Meetings. General meetings of the Owner Association will be held at the time and place, in accordance with the *Societies Act*, that the Directors decide.

4.2 Extraordinary General Meetings. Every general meeting, other than an annual general meeting, is an extraordinary general meeting.

4.3 Notice of General Meeting. The Owner Association will give at least 14 days' notice of a general meeting specifying the place, date and hour of meeting and, in the case of special business or a special resolution, the general nature of that business, to:

- (a) every Member shown on the Register of Members on the day notice is given; and
- (b) the auditor, if Bylaw 14 applies,

and no other person is entitled to receive a notice of a general meeting.

4.4 Omission or Non-Receipt of Notice. The accidental omission to give notice of a general meeting to, or the non-receipt of a notice by, any Member does not invalidate proceedings at that meeting.

4.5 Annual General Meetings. An annual general meeting will be held at least once in every calendar year.

4.6 Calling an Extraordinary General Meeting. The Directors will call an extraordinary general meeting:

- (a) whenever they think fit; and
- (b) upon a requisition in writing of 10% of the Members, without delay.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 Special Business. Special business is:

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

5.2 Quorum. The quorum at general meetings will be 20% of the Members who are present in person or by proxy, provided that a quorum may not be less than three such people.

5.3 Quorum Required. Except as otherwise provided in these Bylaws, the Owner Association will not transact any business at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

5.4 No Quorum. If at a general meeting:

- (a) a quorum of Members is not present within 1/2 hour from the time appointed for that general meeting, then the meeting will stand adjourned to the same day in the next week at the same place and at the same time; and
- (b) a quorum of Members is not present within 1/2 hour from the time appointed for a meeting adjourned under Bylaw 5.4(a), then, notwithstanding Bylaw 5.3, the Members present will be a quorum.

5.5 Chair of General Meetings. The president of the Owner Association will be the chair of all general meetings except as follows:

- (a) if the president is absent from the meeting or if he vacates the chair, then the vice-president of the Owner Association will act as the chair of that meeting; and
- (b) if both of the president and the vice-president of the Owner Association are absent from the meeting or if they both vacate the chair or they both refuse to act, then the Members will appoint a chair from amongst themselves for that meeting.

5.6 Adjournment of General Meeting. The Owner Association may adjourn a general meeting from time to time and from place to place, but at the adjourned meeting the Owner Association will only transact the business left unfinished at the meeting that was adjourned.

5.7 Notice of Adjournment. If a meeting is adjourned for 10 days or more, then the Owner Association will give notice of the adjourned meeting in the same manner as for the original meeting.

5.8 Order of Business. The order of business at general meetings and, as far as is appropriate, at all extraordinary general meetings, will be as follows:

- (a) if the president and the vice-president of the Owner Association are absent, electing the chair of the meeting;
- (b) calling the role, certifying the proxies and issuing a voting card for each Member present or represented by proxy at the meeting;
- (c) filing proof of notice of meeting or waiver of notice;
- (d) reading and disposing of any unapproved minutes;
- (e) receiving reports of Committees;
- (f) considering the accounts;
- (g) electing Directors, if necessary;
- (h) unfinished business;
- (i) new business; and
- (j) adjournment.

- 5.9 **Method of Voting.** At any general meeting, the Owner Association will decide a resolution by the Members on a show of hands, unless any Member present in person or by proxy demands a poll.
- 5.10 **Declaration of Chair Conclusive.** Unless a Member demands a poll, a declaration by the chair of the meeting that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 5.11 **Withdrawal of Demand for Poll.** A Member may withdraw a demand for a poll.
- 5.12 **Taking of Poll.** If a Member demands a poll, then the chair of that meeting will take the poll in whatever manner the chair thinks fit and the result of the poll will be deemed to be a resolution of the Members at the meeting at which the poll was demanded.
- 5.13 **Moving, Proposing and Seconding Resolutions.** It is not necessary to second any resolution proposed at a meeting and the chair of the meeting may move or propose a resolution.
- 5.14 **Tie Votes.** If there is a tie vote, then the chair of that meeting will not have a casting or second vote.
- 5.15 **One Vote Per Member.** A Member present in person or by proxy is entitled to one vote for each Neighborhood Lease under which he is Lessee or an appointee of the Lessee, provided however that a Member is not entitled to vote by any means if that Member is not in good standing.
- 5.16 **Vote Personally or by Proxy.** On a show of hands or on a poll, a Member may give his vote either personally or by proxy.
- 5.17 **Appointment of Proxy.** A Member may appoint a proxy by a written instrument, signed by the Member or his lawfully appointed attorney, granting his proxy.
- 5.18 **Proxy-Holder.** The Member may appoint any person to be that Member's proxy.
- 5.19 **Limited Proxy.** The Member may limit a proxy granted under Bylaw 5.18 to a particular resolution at a particular meeting.
- 5.20 **Authorized Representatives.** The Authorized Representative of a Member is entitled to exercise the rights of that Member for all purposes with respect to a meeting of the Owner Association including, without limitation, to speak and to vote for that Member.
- 5.21 **Mail-In Ballots.** The Directors may, in their discretion, decide that a special resolution will be voted upon either:
- (a) exclusively by mail-in ballot, in which case the mail-in voting material will accompany the notice and other material for the meeting sent to the Members; or
 - (b) by voting in person or by proxy at a general meeting;

and in the case of a mail-in ballot:

- (c) the Directors will establish the proceedings and be responsible for the preparation and circulation of materials for mail-in voting;
- (d) the Member's appointed proxy may make the mail-in vote; and
- (e) for the purposes of these Bylaws, a mail-in vote will have the same effect as a vote cast in person at a general meeting.

6. DIRECTORS AND OFFICERS

6.1 Powers of Directors. The Directors may exercise all the powers and do all the acts and things that the Owner Association may exercise and do, provided that nothing in these Bylaws, any statute or other lawful direction does not require such power, act or thing to be exercised or done by the Owner Association in a general meeting, and subject to:

- (a) all laws affecting the Owner Association;
- (b) these Bylaws;
- (c) rules, not being inconsistent with these Bylaws, which are made from time to time by the Owner Association in general meetings; and
- (d) if Sun Rivers assigns the Community Lease to the Owner Association, then the Community Lease.

6.2 Acts of Directors Not Invalidated. No act of the Directors will be invalidated by a rule or a motion subsequently made or passed by the Owner Association in a general meeting if that act would have been valid before the rule or motion was made or passed.

6.3 Number of Directors. The Directors will consist of at least five and no more than ten Members, and at least one Director will be ordinarily resident in British Columbia.

6.4 Directors Before Assignment of Community Lease. Unless and until Sun Rivers assigns the Community Lease to the Owner Association, then the Directors will be the nominees of Sun Rivers from time to time.

6.5 Directors Qualification and Composition After Assignment of Community Lease. If Sun Rivers assigns the Community Lease to the Owner Association, only the Authorized Representatives are qualified to be Directors, and the Board of Directors will be composed of and determined as follows:

- (a) Up to seven Directors will be the Authorized Representatives of Lessees that are Neighborhood Owner Associations, which Directors will be elected from among the Authorized Representatives of, and elected by, the Members who are themselves a Lessee that is a Neighborhood Owner Association;

- (b) one Director will be the Authorized Representative of a Lessee that operates a hotel, which Director will be elected from among the Authorized Representatives of, and will be elected by, the Members who are themselves a Lessee that operates a hotel;
- (c) one Director will be the Authorized Representative of a Lessee that operates a commercial enterprise other than a hotel or a golf course, which Director will be elected from among the Authorized Representatives of, and will be elected by, the Members who are themselves a Lessee that operates a commercial enterprise other than a hotel or a golf course; and
- (d) one Director will be the Authorized Representative of the Lessee that operates the golf course in the Community, which Director will be appointed by that Lessee.

6.6 Appointment of Officers. The Directors will appoint the following officers of the Owner Association from among the Directors:

- (a) one president;
- (b) one vice-president;
- (c) one secretary;
- (d) one treasurer; and
- (e) such other officers as the Directors will appoint.

6.7 Secretary-Treasurer. The Directors may appoint one person to hold the offices of both secretary and treasurer, and such person will be known as the secretary-treasurer.

6.8 Retirement and Successors of Directors. The Directors will retire from office at each annual general meeting, at which time the Members will elect the successors to the retiring Directors provided that the retiring Directors are eligible for re-election at that meeting. If the Members do not elect a successor, then the person previously elected will be deemed to have been re-elected.

6.9 Director Ceasing to Hold Office. If a Director resigns his office, ceases to be an Authorized Representative or otherwise ceases to hold office, then the remaining Directors may appoint an Authorized Representative to take the place of that former Director. A Director appointed under this Bylaw 6.9 will hold office only until the conclusion of the next annual general meeting of the Owner Association, but is eligible for re-election at that meeting.

6.10 Less than Prescribed Number of Directors Does Not Invalidate. No act or proceeding of the Directors is invalid only because there are less than the prescribed number of Directors in office at the time of the act or proceeding.

6.11 Absent Director. A Director who may be temporarily absent from British Columbia may send or deliver to the address of the Owner Association, by letter, facsimile or electronic mail, a waiver of notice of any Directors' meeting and until such waiver is withdrawn:

- (a) the Owner Association will not send that Director a notice of a Directors' meeting; and

(b) any and all Directors' meetings for which notice has not been given to such Director will be valid and effective provided that a quorum of Directors is present.

6.12 Removal of 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 that Director's office.

6.13 No Remuneration. The Owner Association will not remunerate any Director for being or acting as a Director, provided that the Owner Association will reimburse a Director for all expenses that the Director necessarily and reasonably incurs while engaged in the affairs of the Owner Association.

7. DUTIES OF DIRECTORS

7.1 General Duties. The Directors will control, manage or supervise and administer the assets and affairs of the Owner Association for the benefit of all of the Members and the members of any Neighborhood Owner Association.

7.2 Duties if Sun Rivers Assigns Community Lease. If Sun Rivers assigns the Community Lease to the Owner Association, then the Directors will cause the Owner Association to exercise its rights, remedies and discretion and perform its obligations under the Community Lease and any assignment agreement between Sun Rivers and the Owner Association.

7.3 Documents Available to Members. The Directors will keep the following documents of the Owner Association at the address of the Owner Association and will make them available to a Member, a person authorized in writing by a Member or a member of any Neighborhood Owner Association upon request:

- (a) a copy of these Bylaws and any changes to these Bylaws;
- (b) a copy of any resolutions passed by the Owner Association and the Directors;
- (c) copies of all legal agreements to which the Owner Association is a party;
- (d) a list of the Members, Directors and officers of the Owner Association;
- (e) minutes of all general meetings;
- (f) minutes of all Directors' meetings;
- (g) accounting records of the Owner Association;
- (h) annual budget for each year; and
- (i) such other documents as the Directors will make available.

7.4 Documents to be Kept by Directors. The Directors will:

- (a) keep minutes of their proceedings;

- (b) cause minutes to be kept of general meetings; and
- (c) cause proper accounting records and financial statements to be kept in accordance with the *Societies Act*.

7.5 Defect in Appointment or Continuance. If it is later discovered that there was a defect in the appointment or continuance in office of any Director, then all acts that the Directors did in good faith are as valid as if there were no such defect in the appointment or continuance in office of the Directors.

7.6 No Personal Liability for Good Faith Acts. No Director will be personally liable for any act done in good faith in carrying out his duties as a Director.

8. PROCEEDINGS OF DIRECTORS

8.1 Meeting. The Directors may meet together at the places they think fit for the conduct of business, adjourn, and otherwise regulate their meetings as they think fit.

8.2 Fix Quorum. The Directors may from time to time fix the quorum necessary to conduct business. Unless the Directors so fix the quorum, the quorum will be a simple majority of the Directors then in office.

8.3 Chair of Directors' Meetings. The president of the Owner Association will be the chair of the Directors' meetings except as follows:

- (a) if the president is not present at the meeting within 1/2 hour after the time appointed for the meeting, then the vice-president of the Owner Association will act as the chair of the meeting; and
- (b) if neither the president nor the vice-president are present at the meeting within 1/2 hour after the time appointed for the meeting, then the Directors will choose one of them to act as the chair of that meeting.

8.4 Convening a Directors' Meeting. A Director may at any time, and the secretary will on the request of a Director, call a Directors' meeting.

8.5 Committees. Subject to any restriction imposed or direction given at a general meeting, the Directors may delegate any, but not all, of their powers to Committees consisting of Directors as they think fit.

8.6 Conduct of Committees. A Committee will comply with any rules that the Directors impose on it and will report every act or thing done in exercise of its delegated powers to the next Directors' meeting.

8.7 Committee Meetings. The Committee may meet and adjourn as the Committee members think proper.

8.8 Chair of Committee Meetings. A Committee will elect a chair of its meeting. If the Committee does not elect a chair, or if the chair is not present at the meeting within 1/2 hour

of the time appointed for the meeting, then the Committee members present will choose one of them to be chair of that meeting.

8.9 Notice of Meeting Following Appointment of Directors. If a quorum of the Directors is present, then the Directors need not give newly elected or appointed Directors notice of:

- (a) the first Directors' meeting held immediately following the appointment or election of such Directors at an annual or other general meeting; or
- (b) a Directors' meeting at which a Director is appointed to fill a vacancy in the Directors.

8.10 Resolution of Questions. The Directors will resolve any questions arising at a Directors' or a Committee meeting by a simple majority of votes decided by a show of hands or, in the case of a Director attending by telephone, by voice.

8.11 Tie Votes. If there is a tie vote, then the chair of the Directors' or Committee meeting will have a second or casting vote.

8.12 Moving, Proposing and Seconding Resolutions. It is not necessary to second a resolution proposed at a Directors' or Committee meeting, and the chair of a Directors' or a Committee meeting may move or propose a resolution.

8.13 Directors' Consent Resolution. A resolution in writing, signed by all the Directors personally, or by their Alternate appointed pursuant to Bylaw 8.14, and placed with the minutes of the Directors is as valid and effective as if regularly passed at a meeting of Directors.

8.14 Directors' Alternate. A Director (in this Bylaw 8.14 called an "**Appointor**") may appoint as his alternate (an "**Alternate**") any person who is qualified to be a Director according to these Bylaws, including a Director, as follows:

- (a) **Appointment of Alternate.** An appointment of an Alternate will be effective upon delivery of a written notice of the appointment, signed by the Appointor, to the secretary of the Owner Association.
- (b) **Revocation of Appointment.** An Appointor may revoke an appointment of his Alternate by written notice delivered to the secretary of the Owner Association.
- (c) **Termination of Appointment.** The appointment of an Alternate terminates when his Appointor ceases to be a Director.
- (d) **Remuneration of Alternate.** The Owner Association will not remunerate any Alternate for being or acting as an Alternate and the Owner Association is not obligated to reimburse an Alternate for any expense incurred in carrying out his duties as an Alternate.
- (e) **Powers of Alternate.** If an Appointor is absent from any Directors' meeting, then the Appointor's Alternate will be entitled to attend, speak, act and vote at such meeting as a Director in place of his Appointor, and may sign or concur in resolutions pursuant to Bylaw 8.13.

- (f) **One Alternate for Multiple Directors.** An Alternate may be appointed as the Alternate of one or more Directors and if an Alternate is the Alternate for more than one Director, then at any Directors' meeting:
 - (i) for the purposes of deciding quorum the Alternate will be counted as one Director for each Director for whom he is the Alternate; and
 - (ii) the Alternate will be entitled to cast one vote for each Director for whom he is the Alternate.
- (g) **Director Acting as Alternate.** If an Alternate is a Director in his own right, then in addition to being counted and voting as an Alternate under Bylaw 8.14(f), that Alternate will be counted and may vote as a Director in his own right.

8.15 Directors' Meetings by Telephone. A Director may participate in any Directors' or Committee meeting by telephone or by any other communications facility provided that:

- (a) all persons participating in the meeting can hear each other; and
 - (b) all such persons agree to such participation;
- and any Director participating in a meeting pursuant to this Bylaw 8.15 will be:
- (c) deemed to be present at that meeting;
 - (d) counted in the quorum at that meeting; and
 - (e) entitled to speak and vote at that meeting.

Any resolutions passed during such a meeting will be as effective as if passed at a meeting where the Director was present in person.

8.16 Observers. The Members may attend at and observe meetings of the Directors, provided that the Directors may close to Members those portions of a meeting where:

- (a) the Directors are of the view that the inclusion of observers would unreasonably interfere with an individual's privacy; or
- (b) the Directors will be considering matters related to a litigation or arbitration and some or all of the observers are adverse in such litigation or arbitration.

9. DUTIES OF OFFICERS

9.1 President's Duties. The president is the chief executive officer of the Owner Association and will:

- (a) preside at all meetings of the Owner Association and of the Directors; and
- (b) supervise the other officers in performing their duties.

9.2 Vice-President's Duties. The vice-president will carry out the duties of the president during the president's absence.

9.3 Secretary's Duties. The secretary will:

- (a) conduct the correspondence of the Owner Association;
- (b) issue notices of meetings of the Owner Association and the Directors;
- (c) keep minutes of all meetings of the Owner Association and the Directors;
- (d) have custody of all records and documents of the Owner Association except those required to be kept by the treasurer;
- (e) have custody of the common seal of the Owner Association; and
- (f) maintain the register of Members.

9.4 Treasurer's Duties. The treasurer will:

- (a) keep the financial records, including books of account, necessary to comply with the *Societies Act*; and
- (b) render financial statements to the Directors, Members and others when required.

9.5 Secretary-Treasurer. If there is a secretary-treasurer, then the secretary-treasurer will carry out the duties of the secretary and the treasurer.

9.6 Absence of Secretary. If the secretary is absent from a meeting, then the Directors will appoint another person to act as secretary at that meeting.

10. EXTRAORDINARY GENERAL MEETING ON COMMUNITY LEASE RENEWAL

10.1 Application of Bylaw. This Bylaw applies only if Sun Rivers has assigned the Community Lease to the Owner Association.

10.2 Extension of Term of Community Lease. If, at any time during the term of the Community Lease, the Owner Association receives notice proposing to extend the term of the Community Lease, then the Directors will, without delay, call an extraordinary general meeting for the purpose of assessing such proposal.

10.3 Accept or Reject Proposal. At the extraordinary general meeting called pursuant to Bylaw 10.2, the Owner Association, will, by special resolution, elect to accept or to reject the proposal to extend the term of the Community Lease either absolutely or on such terms as the Owner Association resolves.

11. WINDING UP AND DISTRIBUTION OF ASSETS

11.1 Winding Up. Within a reasonable time after the end of the term, or earlier termination, of the Community Lease, the Directors will cause the Owner Association to wind up.

11.2 Distribution of Assets. After the Owner Association has paid all of its debts and liabilities, or has made provision for such payment, then the Directors will or will cause:

- (a) the remaining assets of the Owner Association, if any, to be liquidated; and
- (b) subject to Bylaw 11.4, the assets of the Owner Association to be distributed among and paid to the Members shown on the Register of Members on the day that the term of the Community Lease ended in accordance with Bylaw 11.3.

11.3 Calculation of Members' Share. The Directors will determine the share of the Owner Association's assets to which each Member is entitled pursuant to Bylaw 11.2 as follows:

- (a) the Directors will divide the value of the Owner Association's assets by the number of Members shown on the Register of Members on the day that the term of the Community Lease ended (each a "**Share**"); and
- (b) the Directors will pay the Share to the Member.

11.4 Share of Owner Under Multiple Neighborhood Leases. For greater certainty, if a Member is a Lessee under more than one Neighborhood Lease, then that Member will be entitled to receive a Share of the Owner Association's assets pursuant to Bylaw 11.2 in respect of each Neighborhood Lease under which he is a Lessee.

12. BORROWING

12.1 Borrowing Powers. The Directors may, on behalf of and in the name of the Owner Association, raise or secure the payment or repayment of money in the manner they decide, including, without limitation, by the granting of a mortgage or a general security agreement or the issue of debentures, in order to carry out the purposes of the Owner Association.

12.2 Special Resolution. The Directors may only grant a mortgage or a general security agreement or issue a debenture pursuant to Bylaw 12.1 with the prior approval of the Members by special resolution.

12.3 Restriction on Borrowing Powers. The Members may, by special resolution, restrict the borrowing powers of the Directors, but any restriction imposed will expire at the next annual general meeting.

13. SEAL

13.1 Common Seal. The Directors may provide a common seal for the Owner Association and may destroy a seal and substitute a new seal in its place.

13.2 **Affixing Common Seal.** The common seal will be affixed only when authorized by a Directors' resolution, and then only in the presence of the persons prescribed in the resolution. If no such persons are prescribed, then the common seal will be affixed in the presence of the president and the secretary or the president and the secretary-treasurer.

14. AUDITOR

14.1 **Application of Bylaw.** This Bylaw 14 applies only if the Owner Association is required or has resolved to have an auditor.

14.2 **Appointment of First Auditor.** The Directors will appoint the first auditor and will also fill all vacancies occurring in the office of auditor.

14.3 **Successor to Auditors.** At each annual general meeting the Owner Association will appoint an auditor to hold office until he is re-elected or his successor is elected at the next annual general meeting.

14.4 **Removal of Auditor.** The Owner Association may, in accordance with the *Societies Act*, remove an auditor by ordinary resolution at a general meeting called for that purpose and will appoint another auditor for the remainder of the term.

14.5 **Notice to Auditor.** The Owner Association will promptly inform, in writing, an auditor of appointment or removal.

14.6 **Auditor Not Director or Employee.** The Owner Association will not appoint any Director or employee of the Owner Association to be the Owner Association's auditor.

14.7 **Attendance at General Meetings.** The auditor may attend general meetings of the Owner Association.

15. NOTICES

15.1 **Notice to Members.** A notice may be given to a Member either personally, by mail to the Member's registered address, or by facsimile to the number that the Member provides to the Owner Association or by electronic mail at the address that the Member provides to the Owner Association.

15.2 **Deemed Delivery.** Any notice that the Owner Association gives the Member:

- (a) by mail will be deemed to have been given 48 hours after it is posted, and to prove that notice was given it is sufficient to prove that the notice was properly addressed and put in a Canadian post office receptacle;
- (b) by facsimile will be deemed to have been given on the day that the transmission was successfully sent to the Member's facsimile number; and
- (c) by electronic mail will be deemed to have been given on the day that the transmission was successfully sent to the Member's electronic mail address.

15.3 Definition of Notice. In these Bylaws, the word “notice” includes any request, statement or other writing required or permitted to be given by the Owner Association to the Members.

16. INDEMNIFICATION OF DIRECTORS

16.1 Indemnity of Directors. Subject to the *Societies Act*, the Directors may, on behalf of the Owner Association and in their discretion, indemnify a Director or former Director and his heirs and personal representatives against those costs, charges and expenses for which the *Societies Act* permits indemnification.

16.2 Indemnity of Offices, Employees and Agents. Notwithstanding that any of the following people may also be or have been a Director, the Directors may, in their discretion, cause the Owner Association to indemnify any:

- (a) present or former officer, employee or agent of the Owner Association; or
- (b) person serving who has been on a Committee;

and his heirs and personal representatives against all costs, charges and expenses incurred by, and resulting from, him acting as an officer, employee or agent of the Owner Association, or resulting from that person serving or having served on any Committee.

16.3 Failure to Comply. The Directors may, in their discretion, cause the Owner Association to indemnify any person that the Owner Association may indemnify under the Bylaws or the *Societies Act* even if that person has failed to comply with the *Societies Act*, the Owner Association’s constitution, or these Bylaws.

16.4 Insurance. The Directors may cause the Owner Association to purchase and maintain insurance for the benefit of any person who is or was serving:

- (a) as a Director, officer, employee or agent of the Owner Association; or
- (b) on any Committee;

and his heirs and personal representatives against any liability incurred by him in that capacity.

16.5 Severability. This Bylaw 16 is subject to the *Societies Act* and the common law, and if any part of this Bylaw is void, illegal or invalid because of the *Societies Act* or the common law, then the remaining parts of this Bylaw 16 will be construed and will take effect as if that void, illegal or invalid part had not been contained in this Bylaw.

17. RULES AND REGULATIONS

17.1 Rules Made by Sun Rivers. Until the Community Lease has been assigned by Sun Rivers to the Owner Association, Sun Rivers may make Rules governing the use, safety and condition of the Community Property.

17.2 Alteration of Rules by Directors Pending Approval by Special Resolution. After the Community Lease has been assigned by Sun Rivers to the Owner Association, the Directors may make, repeal, replace or alter Rules governing the use, safety and condition of the Community Property provided that:

- (a) a Rule ceases to have effect at the first annual general meeting held after it is made, unless the Rule is ratified by a special resolution at that annual general meeting or at a special general meeting held before that annual general meeting;
- (b) once a Rule has been ratified under subsection 17.2(a), it is effective until it is repealed, replaced or altered, without the need for further ratification.

18. BYLAWS

18.1 Copy of Constitution and Bylaws. Each Member and each member of any Neighborhood Owner Association is entitled to and the Owner Association will give him, without charge, a copy of the Owner Association's constitution and these Bylaws.

18.2 Alteration of Bylaws. The Owner Association may alter or add to these Bylaws only by special resolution.