

**CALGARY RANGERS SOCCER CLUB & SPORTS ASSOCIATION
AMENDED BYLAWS**

ARTICLE 1

1.1 Name

The name of the Club shall be the "Calgary Rangers Soccer Club & Sports Association" (**"the Club"**)

1.2 Objectives

The Objectives of the Club are:

- (a) To establish, administer, conduct, operate, and represent soccer programs and related recreational activities based in Calgary;
- (b) To provide such soccer and related recreational activities for its members as the Club may determine from time to time;
- (c) For the furtherance of the above objects to raise funds for the members of the Club.

1.3 Dissolution

In the event of the dissolution or liquidation of the Club, all assets remaining after payment of liabilities will be distributed to one or more recognized Canadian charitable or non-profit organizations as determined by the Board.

1.4 Non-Profit Organization

The Club is a non-profit organization which shall not make any distributions of its assets or payments of profits to its members, and all benefits and revenues will be used by the Club to promote its objectives.

1.5 Amendment to By-Laws

In the future the By-Laws can only be amended by a special resolution of all Members of the Club.

ARTICLE 2

2.1 Interpretation

Definitions in this Bylaw and all other Bylaws of the Club, unless otherwise defined or the context otherwise requires:

- (a) **"Act"** means the *Societies Act*, R.S.A. 2000, as from time to time amended, and every statute that may be substituted for such Act and, in the case of such substitution, any references in the Bylaws of the Club to provisions of the Act shall be read as references to the substituted provisions in the new statute or statutes.

- (b) **“Anniversary Month”** means the month in each year that is the same as the month in which the certificate of incorporation of the Club was issued.
- (c) **“Associate Member”** means a coach, manager or trainer of any soccer teams of the Club, other than a person that is already a Playing Family Member.
- (d) **“Board”** means the Board of directors of the Club.
- (e) **“Bylaws”** means, collectively, this Bylaw, as amended and all other Bylaws of the Club from time to time in force and effect.
- (f) **“Club”** means the Calgary Rangers Soccer Club & Sports Association.
- (g) **“Community Member”** means any person demonstrating an interest in the Club and wishing to further the Objectives of the Club, other than a person that is already an Associate Member or Playing Family Member.
- (h) **“In Writing”** and **“Written”** includes printing, typewriting and any other mode of representing or reproducing words in visible form including, without limitation, transmission in electronic format.
- (i) **“Meeting of Members”** includes an annual and a special meeting of members.
- (j) **“Member”** means, collectively, Associate Members, Community Members and Playing Family Members and, individually, any one of them as the context requires.
- (k) **“Playing Family Member”** means:
 - (i) in the case of any person of or over 18 years of age, any person who:
 - (A) is playing for a soccer team of the Club; or
 - (B) has been registered for a team operated by the Club in the previous 12 months, and
 - (ii) in the case of a person under 18 years of age, any one legal guardian of such person who is:
 - (A) is playing for a soccer team of the Club; or
 - (B) has been registered for a team operated by the Club in the previous 12 months.
- (l) **“Register of Members”** means the register maintained by the Club containing, among other things, the names of the members of the Club.
- (m) **“Registered Office”** means the registered office of the Club.
- (n) **“Registrar”** means the Registrar as defined by the *Business Corporations Act* (Alberta), and any successor thereto;
- (o) **“Special Resolution”** means:
 - (i) A resolution passed:

- (A) at a general meeting or special meeting of which not less than 21 days' notice specifying the intention to propose the resolution has been duly given; and
 - (B) by the vote of not less than 75% of those Members who, if entitled to do so, vote in person or by proxy.
- (ii) a resolution proposed and passed as a special resolution at a general meeting or special meeting of which less than 21 days' notice has been given, if all the Members entitled to attend and vote at the general meeting or special meeting so agree; or
 - (iii) a resolution consented to in writing by all the Members who would have been entitled at a general meeting or special meeting to vote on the resolution in person or, where proxies are permitted, by proxy.

For greater certainty, all terms contained in the Bylaws which are not defined in the Bylaws and which are defined in the Act shall have the meaning given to such terms in the Act, and words importing the singular number only shall include the plural and vice versa. Words importing "persons" shall include individuals, bodies corporate, societies, companies, partnerships, syndicates, trusts and any number of persons. These Bylaws are to be interpreted broadly and generously.

2.2 Headings

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered in construing the terms and provisions of these Bylaws or to be deemed in any way to clarify, modify or explain the effect of such terms or provisions.

2.3 Conflict with Bylaws

To the extent of any conflict between the provisions of the Bylaws and the provisions of the Act, the provisions of the Act shall govern.

2.4 Invalid Provisions

The invalidity or unenforceability of any provision of the Bylaws shall not affect the validity or enforceability of the remaining provisions of the Bylaws.

ARTICLE 3 - GENERAL

3.1 Registered Office

The registered office shall at all times be in Alberta. Subject to the foregoing, the club may from time to time, by resolution of the board, change the address of the registered office within Alberta.

3.2 Execution Of Agreements

- (a) Agreements, instruments or any other documents requiring execution by the Club may be signed by any two officers and/or directors (where the Club has only one officer, the signature of that officer), and all such agreements, instruments or documents so signed shall be binding upon the Club;

- (b) The Board may from time to time by resolution appoint any officer or officers or any individual or individuals on behalf of the Club to sign agreements, instruments or other documents generally or to sign specific agreements, instruments other documents;
- (c) The corporate seal of the Club shall be in such form as the Board may from time to time adopt and, when so adopted, shall be retained by the Secretary of the Club at the registered office, or by the solicitors of the Club, or as the Board may otherwise direct. The seal of the Club may, when required, be affixed to agreements, instruments or other documents executed on behalf of the Club in the manner contemplated by this section. However, no agreement, instrument or other document is invalid merely because the corporate seal of the Club is not affixed on such agreement, instrument or other document.

3.3 Banking Arrangements

The banking business of the Club including, without limitation, the borrowing of money and the giving of security to secure the obligations of the Club, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be authorized by the Board. Such banking business shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

3.4 Cheques, Drafts and Notes

All bank drafts, cheques, promissory notes, bills of exchange or other negotiable instruments, and all withdrawals from the Club's accounts shall be executed in the name of the Club and signed by any two individuals designated by resolution of the Board.

3.5 Fiscal Year

The fiscal year of the Club shall terminate on the 31st of July in each year or as the Board may from time to time by resolution otherwise determine.

3.6 Powers of the Club

The Club:

- (a) May acquire and take by purchase, donation, devise or otherwise all kinds of real estate and personal property, and may sell, exchange, lease, mortgage, let, improve and develop it, and may erect and maintain necessary buildings;
- (b) May receive and hold payments, grants, devises, gifts and bequests made to it by any other agency of government, whether municipal, provincial or federal, or by any person or society; and
- (c) Shall use the funds, property, payments, grants, devises, gifts and bequests so obtained or received for its legitimate objects only and in accordance with the Act and these Bylaws

3.7 Membership

There shall be three classes of membership in the Club, namely.

- (a) Playing Family Members;

- (b) Associate Members; and
- (c) Community Members.

A register of current members shall be maintained in accordance with the Bylaws and the Act.

3.8 Membership Fees

The annual fees payable by members, if any, shall be fixed by resolution of the Members at the annual meeting of members. Annual fees shall be due and payable no later than two months following the date of the annual meeting of members. The Secretary shall send a notice of the fees payable at any time to each member promptly before the due date.

3.9 Admission Of Members

To become a member, an individual must:

- (a) Reside in Alberta;
- (b) Submit a completed application to the Club; and
- (c) Pay any annual membership fee required by the Board.

The Board may, in its sole discretion, refuse to admit any applicant to the membership of the Club, in which case any membership fee tendered by such applicant shall be promptly returned to the applicant.

3.10 Termination of Membership

- (a) A member's rights, privileges and interests in the Club cease upon termination of membership in the Club. Termination of membership in the Club shall not relieve the withdrawing member from the payment of any dues or fees then due or accrued;
- (b) On termination of membership in the Club, a member is not entitled to a refund of any membership fees paid;
- (c) Membership in the Club is terminated:
 - (i) When the member resigns as a member of the Club;
 - (ii) When the member is required to resign as contemplated herein;
 - (iii) When the member fails to renew his or her membership and pay the prescribed annual membership fee within two calendar months of expiry of the membership year;
 - (iv) In the case of an Associate Member, when the member is no longer a coach, manager or trainer of any soccer team operated by the Club;
 - (v) In the case of a Playing Family Member who acquired membership by virtue of being a player or being registered on a soccer team for the Club, when the member has not been playing for a soccer team of the Club in the previous 12 months; or

- (vi) In the case of a Playing Family Member who acquired membership by virtue of being a legal guardian of a person under 18 years of age being a player or being registered on a soccer team for the Club, when such person under 18 years of age has not been playing for a soccer team of the Club in the previous 12 months.
- (d) Subject to Article 3.9, nothing herein shall be construed so as to prohibit any Playing Family Member or Associate Member from applying to the Board to become a Community Member after termination of membership in the Club in accordance with Article 3.10.
- (e) Any member may resign from membership in the Club at any time by submitting a resignation, in writing, to the Secretary of the Club;
- (f) Any member may be required to resign by an affirmative vote of at least three-quarters of the Board on the grounds that the member:
 - (i) Having been held by a court of competent jurisdiction to have violated some law (whether statutory, regulatory or policy in force as if enacted as a statute or regulations), has thereby subjected the Club or another member to criticism or adverse publicity; or
 - (ii) For failure to comply with the Bylaws;provided that notice of such proposed action and the reasons therefore are given to the member at least 30 days in advance and the member is given the opportunity to be heard at the meeting at which the action is to be taken and provided further that nothing herein shall be interpreted to prohibit any member, at any time and on any issue, from taking a position or following a course of action at variance with that of the Club.
- (g) Membership in the Club shall not be transferable or assignable in any manner whatsoever;
- (h) For the purposes of determining whether an individual is registered for a team operated by the Club, a person shall be deemed to be registered from the date the person completes, and the Club receives, an application for registration on a team operated by a Club until the earlier of:
 - (i) The last date for registration for teams operated by the Club for the next soccer season, regardless of whether the next season is for indoor or outdoor soccer, and
 - (ii) The date a person registers and plays for a soccer team, other than a team operated by the Club, against a team operated by the Club in a regularly scheduled game.

ARTICLE 4 - MEMBERS MEETINGS

4.1 Calling Of Meetings

- (a) Subject to the Bylaws and the requirements in the Act respecting the calling of meetings, the Board shall call an annual meeting of members not later than 12 months after holding the preceding annual meeting;

- (b) The Board may by resolution call a special meeting of members at any time;
- (c) The Board shall call a special meeting of the members upon the written request of members whose membership interests carry not less than 33% of the rights to vote at the proposed meeting of members;
- (d) Subject to the requirements of the Act, all meetings of members shall be held at the place within Calgary, Alberta, that the Board determines.

4.2 Waiver of Notice, Irregularities

A member or any other person entitled to attend a meeting of members may, in any manner and at any time, waive notice of a meeting of members, or any irregularity in any such meeting or in the notice of the meeting. Attendance of any such person at a meeting of members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.3 Quorum

A quorum for any annual general meeting and any special meeting of the Members of the Club shall be constituted only if 10 Members in good standing for the time being enjoying voting rights at such meeting are present. If a quorum is present when the meeting is called to order, then a quorum shall be deemed to be constituted throughout the continuance of the meeting. If a quorum is not present at the time and place fixed for the meeting in the notice thereof, the meeting shall, without further action, stand adjourned to be convened on the same day of the following week at the same place and at the same time and those present at the adjourned meeting shall constitute a quorum.

4.4 Chairperson of a Meeting

The chair of the Club or, in the absence thereof, the Executive Director of the Club, shall chair every meeting of members of the Club. If there is no such officer present within 30 minutes after the time appointed for holding the meeting or, if no such officer is willing to act as chair, the members present shall endorse one of their numbers to chair the meeting.

4.5 Adjournments

The Chairperson of the meeting may, with the consent of a majority of the members present at the meeting, adjourn any meeting of members from time to time to a fixed time and place and, subject to the Act, no notice of the time and place for the holding of the adjourned meeting shall be required if the adjourned meeting is held in accordance with the terms of the adjournment and if a quorum as constituted at the time of adjournment is present at the meeting. If there is not a quorum as so constituted present at the adjourned meeting, the original meeting shall be deemed to have terminated immediately after its adjournment. Any business may be brought or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

4.6 Voting

- (a) Each member shall be entitled to one vote at all meetings of the Club:
- (b) Subject to the Act, applicable law and this Bylaw, and unless a ballot is demanded or required, voting at a meeting of members shall be by way of a

show of hands. Upon a show of hands each person present and entitled to vote at the meeting shall have one vote and a declaration by the Chairperson of the meeting that any question has been carried, carried by a particular majority or not carried (and an entry to that effect in the minutes of the meeting) shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion and the result of the vote so taken and declared shall be the decision of the members upon such question;

- (c) The Chairperson of the meeting or any member entitled to vote at the meeting may require or demand a ballot upon any question, either before or immediately after any vote by show of hands, but such requirement or demand may be withdrawn at any time prior to the taking of the ballot. Any ballot shall be taken in such manner as the Chairperson of the meeting shall direct. On a ballot, each member present in person and entitled to vote on a question put forth at a meeting of members shall be entitled to one vote in respect of the question. The result of the ballot so taken shall be the decision of the members upon the question;
- (d) In case of an equality of votes at any meetings of members for any matter other than the election of directors, either upon a clear show of hands or upon a ballot, the Chairperson of the meeting shall be entitled to an additional or casting vote. In case of an equality of votes for the last number of directors to be elected, the names of those involved shall be certified to the Board, who shall resolve the tie by a majority vote of the Board;
- (e) In case of an equality of votes upon a ballot, the ballots will be certified to the Board, sealed and retained for a period of 90 days.

4.7 Resolution in lieu of Meeting

- (a) A resolution in writing signed by all the members entitled to vote on that resolution at a meeting of members is as valid as if it had been passed at a meeting of members;
- (b) A resolution in writing dealing with all the matters required by the Act to be dealt with at a meeting of members, and signed by all the members entitled to vote at the meeting, satisfies all the requirements of the Act relating to meetings of members;
- (c) Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed, and the same may be signed in counterpart
- (d) A copy of every such resolution in writing shall be kept on the books and records of the Club with the minutes of the meetings of members;

4.8 Notice of Meetings

Notice in writing of the time and place of each meeting of members shall be given in the manner provided in these Bylaws not less than 21 days before the date of the meeting to each director, to the auditor (if any), and to each member who at the close of business on the day immediately preceding the day on which notice is given is entered in the register of members of the Club. Notice of a meeting of members called for any purpose other than consideration of the financial

statements of the Club, the auditor's report (if any) and the Board's report, election of directors and reappointment of the incumbent auditor (if any) shall state the nature of the business to be transacted at it in sufficient detail to permit the members to form a reasoned judgment thereon. Notice of an adjourned meeting of members is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.9 Meetings without Notice

A meeting of members may be held without notice at any time and place permitted by the Act:

- (a) If all the members entitled to vote thereat are present at the meeting or if those not present waive notice of or otherwise consent to such meeting being held, and
- (b) If any auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such a meeting any business may be transacted which the Club at a meeting of members may transact.

4.10 Annual General Meeting

The Club shall present at the annual general meeting financial statements of the club in accordance with the Act.

ARTICLE 5 - DIRECTORS

5.1 Number

The Board shall consist of not less than eight directors and not more than twelve directors. The number of directors within such range such be determined, from time to time, by:

- (a) Resolution of the members at each annual general meeting of members or special meeting of members called for such purpose, or
- (b) Board Resolution.

5.2 Election

At each annual general meeting or any special meeting called for the purpose of electing directors a nomination list of consenting candidate members shall be presented to the members for consideration to fill the positions on the board. Nominations for candidates for election must be approved by a minimum of three members. Members may present qualified individuals to the Board for consideration as candidates for all subsequent elections and such information must be received forty-eight hours prior to the meeting of members for consideration by the Board and preparation of ballots and notices with the candidates' information and statements. From all the candidates for election, each member shall select a list of names equal to the number of Board vacancies. Positions on the Board will be filled according to the greatest number of votes until all positions are filled. A new position on the Board is created by the election of an additional director however such election does not increase the number of directors on the Board.

5.3 Qualification to the Board

Each member of the Board shall:

- (a) be an individual that is at least 18 years of age and has the power under law to contract; and
- (b) not simultaneously hold the position of a director, officer, employee or contractor of an unaffiliated entity with which the Club has a material association.

5.4 Term

Subject to Article 5.6, the term of office for a director shall be:

- (a) From the date of the meeting at which he or she is elected until the second annual meeting of members next following;
- (b) The balance of the term they are filling,
- (c) Until he or she submits a written, signed resignation;
- (d) Until the death of the director, or
- (e) Until the director is removed.

There is no limit to the number of terms, successive or otherwise, that a director may serve.

5.5 Retiring Directors

A retiring director shall retain office until the adjournment or termination of the meeting at which his or her successor is elected unless such meeting was called for the purpose of removing him or her from office as a director, in which case the director so removed shall vacate office forthwith upon the passing of the resolution for his or her removal. Retiring directors, if qualified, are eligible for re-election.

5.6 Removal of Board Member

A director who, without cause (or Board permission), fails to attend three consecutive regular Board meetings may, at the discretion of the Board, be removed from the Board. Any director or any number of directors may be removed by a two-thirds vote of the Board by secret ballot. Proper notice must be given in advance if the removal of a director is to be considered at a meeting of the Board. Thirty days written notice that the Board is considering removal, and of the reasons for that consideration, shall be delivered to the director whose removal is under consideration. That director shall be given an opportunity to respond either in writing or in person.

5.7 Failure to elect full number of Directors

Whenever at any election of directors of the Club the full number of directors is not elected by reason of the disqualification, the refusal to act or the failure to consent to act as a director or the death of any nominee or nominees, the directors elected may exercise all powers of the Board so long as the number of directors so elected constitutes a quorum.

5.8 Vacancies

Where there is a vacancy on the Board and;

- (a) Where there is a quorum of directors, the remaining directors:

- (i) May exercise all the powers of the directors; and/or
 - (ii) May fill the vacancy until the next annual meeting without undue delay;
- (b) Where there is no quorum of directors, the remaining directors shall call a general meeting of the members for the purpose of electing directors to fill any vacancies.

5.9 Remuneration

The directors shall serve without remuneration and no director shall directly or indirectly receive any profit from his or her position as such. Notwithstanding the foregoing, directors may be reimbursed for reasonable out-of-pocket expenses incurred in the course of carrying out their duties as directors.

5.10 Chair, Executive Director and Officers

- (a) There shall be appointed by the directors from among the directors a Chair, an Executive Director and a Secretary;
- (b) The Chair of the Club shall preside at all meetings of members and at all meetings of the Board and shall be, by virtue of the office, a member of all committees. In the absence of the Chair of the Club, the Executive Director of the Club shall preside at meetings of members or at meetings of the Board;
- (c) Subject to the requirements of the Act, the Board may appoint such officers as it deems appropriate, which may include, without limitation, a Chair, an Executive Director, a Secretary and/or a Treasurer, and a Director of Programs. The Board may specify the duties of such officers and delegate any powers that the Board may lawfully delegate. The Board, in its discretion, may remove any officer of the Club. Until such removal, each officer appointed by the Board shall hold office until a successor is appointed, or until such officer's earlier resignation or removal;
- (d) A person may not hold more than one officer position;

5.11 Action by the Board

Subject to the Bylaws, the Board shall manage or supervise the management of the affairs of the Club and may exercise all such powers and do all such acts and things as may be exercised or done by the Club and which are not expressly directed or required by the Act or other statute or the Bylaws to be done in some other manner.

5.12 Interpretation Of Bylaws

Subject to the jurisdiction of any applicable court, the interpretation of these Bylaws shall be the sole domain of the Board.

5.13 Appointment of an Auditor/Accountant

To the extent required under the *Societies Act*, the Board shall each year appoint an auditor or accountant to prepare the financial statements of the Club.

5.14 Insurance

The Board may make such arrangements as it deems expedient, either with an insurance company or in any other manner, for indemnifying its directors, officers and/or employees against accident or sickness or both, and may also make similar arrangements for insuring the lives of its employees.

5.15 Indemnity of Directors and Officers

For greater certainty:

- (a) Each director or officer holds office with protection from the Club. The Club shall indemnify each director or officer against all costs or charges that may reset from any act done in the director's or officer's role for the Club. The Club shall not indemnify any director or officer for liabilities arising from the director's or officer's bad faith, dishonesty or acts of fraud:
- (b) No director or officer is liable for the acts of any other director, officer or employee of the Club. No director or officer shall be responsible for any loss or damage due to the bankruptcy, insolvency or wrongful act of any person, firm or corporation dealing with the Club. No director or officer shall be liable for any loss due to an oversight or error in judgement, or for an act done in the director's or officer's role for the Club unless the act arises out of bad faith, dishonesty or fraud:
- (c) Directors or officers may rely on the accuracy of any statement or report prepared by the Club's auditor or accountant, if any. Directors or officers shall not be liable for any loss or damage as a result of relying on such statement or report.

5.16 Borrowing

- (a) The directors of the Club may, without authorization of the members, but only for the purpose of carrying out its objects:
 - (i) Borrow money on the credit of the Club;
 - (ii) Issue, reissue, sell or pledge debt obligations of the Club (including, without limitation, debentures);
 - (iii) Draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
 - (iv) To the extent permitted by the Act, give a guarantee on behalf of the Club to secure performance of an obligation of any person; and
 - (v) Mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Club, owned or subsequently acquired, to secure any obligation of the Club.
- (b) Notwithstanding subsection (a), in no case shall debentures of the Club be issued without approval by means of a special resolution;

- (c) The directors, by resolution, may delegate the powers mentioned in clause (a) to a director, to a committee of directors, or to any two officers.

ARTICLE 6 – AUDIT OF ACCOUNTS

6.1 Auditing

- (a) The annual financial statements of the Club shall be audited at least once each year by a duly qualified accountant or by two officers/Members of the Club elected for that purpose at the Annual Meeting. An audited annual financial statement of the Club for the previous year shall be submitted at the Annual Meeting of the Club. The fiscal year of the Club in each year shall be July 31st. The fiscal year of the Club may be amended from time to time upon recommendation of the Board of Directors, upon receiving ratification by the Membership.
- (b) The annual financial statements of the Club may be inspected by any voting Member of the Club at the Annual Meeting or at anytime upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of same. Each Member of the Board of Directors shall at all times have access to such books and records.

ARTICLE 7 - MEETINGS OF DIRECTORS

7.1 Place Of Meeting

Meetings of the Board and of any committee of the Board may be held at any place within Alberta.

7.2 Convening of Meetings

A meeting of the Board may be convened by the President of the Club, or in the President's absence, the Vice-President of the Club, or by any two directors at any time except as otherwise provided by the Act and the Bylaws, the directors (either as a Board or as a committee thereof) may convene, adjourn and otherwise regulate their meetings as they think fit.

7.3 Telephone Meetings

With the consent of the Chairperson of a meeting of the Board, one or more directors may participate in a meeting of the Board or a committee of the Board by means of telephone or other communications facilities that permit all persons participating in the meeting to hear each other. Any such director participating in such a meeting in such manner shall be considered present at the meeting.

7.4 Time of Notice

- (a) Notice of the time and place of each meeting of the Board shall be given in the manner provided in these Bylaws to each director, in the case of notice given by personal delivery, telecopier or other means of electronic communication, not less than 48 hours before the time when the meeting is to be held, and in the case of notice given by mail, not less than 14 days before the time when the meeting is to be held, provided that meetings of the Board or of any committee of the Board may be held at any time without formal notice if all the directors are

present (including present by way of telephone participation) or if all the absent directors waive notice;

- (b) For the first meeting of the Board to be held immediately following the election of directors at an annual meeting of members or special meeting of the members or for a meeting of the Board at which a director is appointed to fill a vacancy in the Board, no notice need be given to the newly elected or appointed director or directors in order for the meeting to be duly constituted, provided a quorum of the Board is present.

7.5 Contents Of Notice

Notice of any meeting of the Board shall state in reasonable detail the business to be conducted at the meeting.

7.6 Waiver

Notice of any meeting of the board or any irregularity in any meeting or in the notice thereof may be waived by any director in any manner, and such waiver may be validly given either before or after the meeting to which such waiver relates.

7.7 Quorum

- (a) A quorum for any meeting of the Board shall consist of a majority of the Board or such other numbers as the directors may by resolution from time to time determine;
- (b) If a quorum is present when the meeting is called to order, then a quorum shall be deemed to be constituted throughout the continuance of the meeting;
- (c) If a quorum is not present at the time and place fixed for the meeting in the notice thereof, the meeting shall, without further action, stand adjourned to be convened on the same day of the following week at the same place and at the same time and those present at the adjourned meeting shall constitute a quorum.

7.8 Chairperson of the Meeting

The Chair of the Club or the Executive Director of the Club shall chair every meeting of the Board. If there is no such officer present within 30 minutes after the time appointed for holding the meeting or, if no such officer is willing to act as chair, the directors present may choose one of their numbers to chair the meeting.

7.9 Adjournment

The Chairperson of a meeting of the Board may, with the consent of a majority of the directors present at a meeting, adjourn any meeting of the Board to a fixed time and place and, subject to the Act, if a quorum is constituted at the time of adjournment no notice of the fixed time and place for the holding of the adjourned meeting shall be required, provided that the adjourned meeting is held in accordance with the terms of the adjournment. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting.

However, if there is not a quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought

before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

7.10 Voting

Decisions of the Board shall be determined by a majority of votes of the directors present. In the case of an equality of votes, the chairperson of the meeting shall be entitled to a second or casting vote.

7.11 Resolution In Lieu of Meeting

- (a) A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of the Board is as valid as if it had been passed at a meeting of the Board;
- (b) A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of the Board satisfies all the requirements of the Act relating to meetings of directors;
- (c) Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed and may be signed in counterpart;
- (d) A copy of every such resolution in writing shall be kept on the books and records of the Club with minutes of the meetings of the Board.

ARTICLE 8 - NOTICES

8.1 Manner of Notice

Any notice (which includes any communication or document) to be given pursuant to the Act, the Bylaws or otherwise to a member, director, officer, auditor (if any) or member of a committee of the Board shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to such person's latest address as shown on the records of the club or if mailed to such person at the said address by prepaid ordinary or airmail or if sent to such person by telecopier or other means of electronic communication. A notice so delivered shall be deemed to have been given when it is delivered personally or to the said address as aforesaid. A notice so mailed shall be deemed to have been given when deposited in a post office or public letter box, a notice no sent by telecopier or other means of electronic communication shall be deemed to have been given when dispatched or when delivered to the appropriate communication company or agency or its representative for dispatch. The Club may change or cause to be changed the recorded address, telecopier number or any other electronic address or number of any member, director, officer, auditor (if any), or member of a committee of the board in accordance with any information which the club reasonably believes to be reliable.

8.2 Notices & Computation of Time

In computing the time when notice must be given under any provision requiring a specific number of hours' notice, the hour of giving the notice and the hour of commencement of the meeting shall be excluded, and in computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

8.3 Returned Notices

Where notices or other documents required to be given by the Club to its members have been given to a member at such members latest mailing address, telecopier number or other electronic address as shown on the records of the Club and where, on three consecutive occasions, notices or other documents have been returned to the Club, the Club is not required to give to the member any further notices or other documents until such time as the Club receives written notice from the member requesting that notices and other documents be sent to the member at a specified address or number.

8.4 Signature

The signature of any director or officer of the Club to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

8.5 Certificate of Officer

A certificate of any director or officer of the Club in office at the time of the making of the certificate as to facts in relation to the mailing or delivery or service of any notice or other document to any member, director, officer or auditors (if any) or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every member, director, officer or auditor (if any) of the Club, as the case may be.

8.6 Common Notice

A special meeting and the annual meeting of members of the Club may be convened by one and the same notice, and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

8.7 Omissions and Errors

The accidental omission to give any notice to any member, director, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance of the notice shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on such omission.

ARTICLE 9 - INVESTMENTS AND FINANCIAL MANAGEMENT

9.1 Formation Of Fund

All funds not designated for direct operational use by the Club in any 12 month period shall be reviewed for investment utilizing the standard of care attributed to a fiduciary.

9.2 Committee

The directors of the Club shall appoint a committee consisting of not less than two or more than four members of the Board who will act as an investment committee that is responsible for the creation and implementation of an investment policy statement ("**IPS**"). The IPS will establish a mandate and mission to cover all financial decision making, restrictions, parameters, due diligence, implementation and monitoring of the investment funds

9.3 IPS

Upon the creation of the IPS, it shall be utilized as the guide for investment management of any excess funds that the Club generates in any fiscal year.

ARTICLE 10 - ADDITIONAL GENERAL PROVISIONS

10.1 Filing of Special Resolutions, Notices, etc.

The Club shall:

- (a) File with the Registrar every special resolution or unanimous resolution passed for any purpose mentioned in the Act:
- (b) Otherwise ensure that every notice, return or resolution required to be filed with the Registrar shall be dated and verified by a person having knowledge of the affairs of, and who is an officer, director or is otherwise authorized by the Board of the Club.

10.2 Furnishing Bylaws and Application to Members

The Club shall furnish to a member, at the member's request, a copy of the Club's application for incorporation and Bylaws, and may charge a member any amount permitted by the Act for such purpose.

10.3 Minutes, Books and Records

The Secretary of the Club shall be responsible for taking minutes at any meetings of the Club and shall also be responsible for keeping the minutes of such meetings.

The Executive Director shall be responsible for preparing and keeping other books and records of the Club.

All books and records of the Club may be inspected by any Member during regular business hours at the Club's registered office as posted on its website.

10.4 Register of Members

The Club shall maintain a register of its members containing the name of every person who is admitted as a member of the Club, together with the following particulars of each person:

- (a) The full name and residential address thereof;
- (b) The date on which the person was admitted as a member;
- (c) The date on which the person ceased to be a member;
- (d) The class of membership of the person, if the Club has more than one class of members.

10.5 Annual Report

To the extent such is required under the *Societies Act*, the club shall each year, on or before the last day of the month immediately following its anniversary month, make a return to the registrar containing:

- (a) The address of the registered office of the Club;
- (b) The full name, address and occupation of each officer and director of the Club;
- (c) Any information respecting the members of the Club that may be required by regulations under the *Agricultural and Recreational Land Ownership Act* and section 35 of the *Citizenship Act (Canada)*, in the form and manner prescribed by those regulations; and
- (d) The financial statements of the Club presented at the last annual general meeting of the Club.

10.6 NOTICE OF CHANGES

Notwithstanding anything in the foregoing section, where there is a change:

- (a) In the membership of the officers or directors of the Club; or
- (b) In the name, address or occupation of an officer or director of the Club;

The Club shall, within 30 days from the day that the change occurs, give notice to the Registrar in a form acceptable to the Registrar setting out the change.