

RULES OF CONDUCT 2022

Glenford Trailer Park

Civic address/Fire route #9

Rules of Conduct - Appendix "A"

The lands constituting the park and to which these rules apply comprise Part of Lot 12, Concessions 2 and 3 in the Township of South Frontenac. i

The Park is divided into a number of separate sites identified numerically, each being the subject of a license of occupation, and referred to herein as the "site", or "sites", with certain areas and amenities laid out for the common use and benefit of all licensees and which are referred to in these rules as "the common areas". The whole of the Park is zoned Commercial.

1. SITE USE

Each site is designated for use by members and guests only, restricted to one permanent recreational unit on each site, which shall be a tent or tent trailer, hard top camper, touring trailers, park model trailer or motor home (must be licensed and insured); All of which are defined by the Highway Traffic Act. Any such recreational unit shall be of a type originally designed and manufactured for vacation purposes. The following are not permitted Mobile or modular homes, Bus, Coach, Train or Street—Car of any kind. Temporary tents can be used on your site but not on common ground. Members are not permitted to rent their site for monetary gain.

Sites shall be restricted to seasonal use only and shall not be occupied for year-round residential habitation. Sites may be used or occupied at any time during the off season to a maximum of 3 days per week subject to the discretion of the Executive. Members must comply with all municipal and seasonal recreational/statutory requirements and observance of obligations imposed by all or any utility agencies or regulatory bodies.

Vehicles are not to block or obstruct roads, access ways, driveways or the boat launching sites. The number of vehicles permitted per site is unlimited. At the discretion of the Executive, a member may be asked to restrict the number of Vehicles permitted for a particular site. Additional Vehicles are to park in the designated Visitors parking area, conditions permitting. (ie: not to wet as in the spring).

2. SITE IMPROVEMENTS

Improvements may be made to any site by the Licensee, there of. subject to compliance of the park rules. Municipal, utility or other authoritative requirements. Trees and Shrubs may be removed, planted or replaced. Perimeter fences are not to exceed 48" in height and must be set back 30" from any park roads to permit access for road maintenance. Grading, digging or excavation upon any part or parts of a site which may interfere with adjoining sites, or cause damage to buried hydro, telephone, sewer or water lines, or other services must have prior executive approval.

3. COMMON AREAS

Management reserves the right to make such changes, alterations, additions or improvements as it may, from time to time and at any time, in its absolute discretion decide to the common areas and amenities, including the right to designate parts of the vacant lands for future sites, or for Commercial Development providing that at all times, management shall maintain such reasonable ratio of common areas to sites as shall be acceptable to the local municipality and other regulatory authorities. The common areas and amenities shall be held under the exclusive control of Management and shall be maintained, repaired, improved and operated by Management. areas and amenities for the designated and proper intended purposes thereof. |

4. MAINTENANCE COSTS

The costs of maintenance shall be shared by all licensees through an annual fee, These costs shall include, but are not limited to, hydro, property taxes, and maintenance.

Maintenance fees shall be assessed annually by the Executive based on the following year's budget estimates. Maintenance fees shall be payable by the 30th of May of each calendar year. Any special payment circumstances must be submitted in writing and agreed upon by the Executive, Any past due accounts as of the 30th of June, not having the Executive's written consent, will result in the lot water and power being cut off.

5. PROPERTY TAXES

Each licensee shall be responsible for a proportionate part which shall be included in their seasonal fees.

6. WASTE

No garbage or waste; wrecked, abandoned, discarded or junked vehicles or equipment; or discarded materials of any kind shall be deposited on any site, the common areas or any part of the property. No seepage or drainage of any sewage shall be permitted, other than to a properly designed disposal system conforming in all respects to local health requirements.

Sites shall be kept in a clean and tidy manner. Garbage for disposal shall be placed in secure animal resistant containers, and disposed of at the first available opportunity by the individual lot owner.

7. DRINKING WATER

The Park will provide a reasonable supply of drinking water through a central water system, between early May and mid October in each calendar year, subject to weather conditions and approvals from the relevant Health authority. Any interruption in supply will be remedied as soon as circumstances allow. Park Executive shall not be liable for any inconvenience or consequential damage arising from any interruption in supply.

All "on site" water lines shall be equipped with an on/off tap at the attachment point to the trunk line. This tap shall be turned off at all times when the site is unoccupied.

Well water shall be used for drinking, cooking, and personal hygiene purposes only, and shall not be used for any other purposes whatsoever. Washing vehicles/trailers/boats or watering the grass or gardens shall only be done with water from the lake water system.

Broken water lines discovered in the spring opening will be repaired by the park at their cost however broken/leaky lines at a site after that is the responsibility of the lot owner. If the park is forced to or requested to repair it, a fee of 20 dollars will be charged.

8. INCENDIARIES, FIREARMS, & FIRE HAZARDS

The lighting of incendiaries and explosives, the discharge of firearms, and the use of any offensive weapons including, but not limited to, sling shots: bow & arrows; pellet, air and any other such guns; within the boundaries of Glenford Park shall be strictly prohibited.

The Park Executive reserves the right to allow a firework display under adequate park supervision.

Outdoor fires and barbecues can be lit for heating, cooking, and recreational purposes only and must be attended at all times. Fires shall be restricted to areas safely removed from any building, trees, brush, and long grass and contained to a safe level having regard to prevailing weather conditions.

The Park Executive does not condone fires during Fire bans. Anyone who violates a fire ban period will be solely responsible for their fines or any fines incurred by the Park.- The Park will bare no liability.

9. PUBLIC LIABILITY

Park Executive shall not be liable for: any loss, damage, or injury to person, property, chattels, possessions or equipment of any licensee, or their guests, agents, servants or invitees - occurring on any site or on the common area; not have any responsibility for bodily injury or for any accidents howsoever arising, caused by or in conjunction with any recreational facilities or otherwise.

10. PETS

No animals, livestock, fowl or reptiles of any kind shall be brought upon or kept on any site. with the exception of household pets. Pets must be kept under control, shall not be allowed to run loose beyond the members site, and shall be prohibited from the beach and swimming areas and inside the washrooms. Pets shall be permitted to swim off-leash between the swimming area and the boat dock. No pets shall be permitted to create a public health or noise nuisance.

11. MOTORIZED VEHICLES

No motor vehicles shall be allowed in the park unless they comply in all respects with the provisions of The Highway Traffic Act as to construction, safety, lighting and licensing. ALL traffic shall be restricted to a 10 km per hour speed limit. Vehicles shall not be parked on any portion of the common area (except designated parking areas) including shared roads. Mini-bikes, motor cycles, snowmobiles or other recreational

vehicles shall not be used within the Park except as a means of direct transportation to and from the public road.

A provision for ATV use within the Park has been granted solely for “work purposes” (i.e. Boat launching, beach grading, brush removable, trailer shunting). No children are allowed to operate ATV’s. Anyone operating an ATV must be a minimum of 19 years of age and possess a valid driver’s license.

Golf carts may be used as a form of transportation. No children are allowed to operate golf carts. The speed limit of 10 km/hr must still be observed. Golf carts and ATVs must carry liability insurance. The owner of the golf cart is responsible for any damage or injury caused by the use of the cart by themselves or anyone who they lend the cart to.

12. CUTTING OF TREES & GRASS

On the common areas, trees shall not be removed or trimmed, or the present natural conditions be disturbed, without approval of the Executive. On individual sites, trees may be removed or trimmed at the sole responsibility of the licensee. The Park Executive should be notified prior to the removal of any hazard. | Grass shall be kept trimmed to a reasonable length at all times. If you are unable to comply with this rule, you are responsible to make alternate arrangements and notify an Executive member.

13. QUIET ENJOYMENT

All licensees shall be entitled to quiet and peaceful enjoyment of their respective site, No licensee shall cause any disturbance or undue noise from: { Sunday to Thursday — 11:00 p.m. until 7:00 a.m. Friday and Saturday — 1:00 a.m. until 9:00 a.m.

The only exemption to this rule will be special events with prior notification to park members. |

14. RECREATIONAL UNITS

All units shall be set back a minimum of two feet from any common area access (ie roads, paths, etc). No unit shall exceed 45 feet in length, lot size permitting.

Only one shed is allowed per site. All new and existing sheds must be structurally sound and aesthetically pleasing. Sheds up to 108 sq. ft. —no building permit required. Sheds can be a maximum of 144 sq. ft. This requires a building permit and neighbor’s permission (ie site owners view that may be obstructed). Portable or temporary shelters for the coverage of recreational assets such as boats, watercraft, golf carts, etc., are permitted.

Outdoor toilets are not permitted. Fridges, freezers and other appliances must be contained (ie. in a shed or add-a- room, etc) and are not permitted outside.

Add-a-rooms, Florida rooms, screened enclosures and entrance enclosures shall be built to Ontario Building Code requirements if custom built and may be of commercially pre-manufactured type or acceptable equivalent, and shall comply with all township by-laws and regulations.

{ All recreational units must be equipped with a functional fire extinguisher approved by the local fire department AND must be equipped with smoke detectors.

15. EASEMENTS

All sites shall be subject to the reservation of each easement for the installation and service of water lines, sanitary sewers, storm drainage facilities, gas lines, telephone lines, electrical power lines, television antenna cable and any other facilities, as shall be deemed necessary by Park Executive, from time to time, it being understood that such easements will be located so as not to unreasonably interfere with the use and enjoyment of individual sites. New service upgrades to sites shall be the individual licensee's responsibility.

16. UTILITIES

Water, sewer and electrical utility lines installed on individual sites shall be the responsibility of each licensee, who shall make all individual connections thereto in a safe manner. Sewer, water and electrical services shall be used in a reasonable and prudent manner, and in any event shall not exceed any design load criteria.

ie. Maintenance of lines on individual sites is the sole responsibility of the owners. under and above the ground level.

17. INTERPRETATION

All references herein to "Park Executive" shall be deemed to include the officers from time to time of the registered owners holding the said lands constituting Glenford Trailer Park Owners' Association in trust, their successors and assigns, appointees and agents.

18. INTENT

Executive shall retain complete control and administration of the park. In this regard, the right is reserved for enlargement or amendment of these rules as future circumstances may require, it being the intent at all times to maintain a well ordered, harmonious and desirable park.

19. BREACH

Any infraction of these rules of conduct, or failure in payment of maintenance fees, taxes or other liabilities shall be construed as a breach of the license of occupation held by the individual licensee and shall constitute cause for revocation of said license.

Notwithstanding the aforesaid provision for revocation, Park Executive may, in its absolute discretion, serve notice of complaint of any infraction of these rules requiring remedy thereof within 21 days from the date of mailing of such notice. If such infraction is not remedied within 21 days of such notice, Park Executive may, in the person of their

employees or agent, enter upon the offending site and remedy such infraction at the sole risk, cost and expense of the licensee in all respects.

Any costs, expenses or fines to the Corporation by a municipal, Provincial or Federal government authority resulting from the actions or non-action of a licensee or their guests, shall be the responsibility of that licensee, and the Corporation has the right to collect those added costs to the annual maintenance costs for that licensee. The licensee may ask to enter into a payment plan. Failure of that licensee to compensate the Corporation in this regard or otherwise enter into and follow the terms of the payment plan will result in the termination of their membership and License of Occupation.

AS Amended the 23rd day of July, 2022.

WITNESS the seal of the Corporation.

President

Treasure

BY-LAW NO. 1

being the General By-law of
GLEN FORD PARK TRAILER OWNERS' ASSOCIATION
(the "**Corporation**")

INTERPRETATION

1. Definitions. In this By-law, unless the context otherwise specifies or requires:

- a) "Act" means the Corporations Act, R.S.O. 1990, chap. c. 38 as from time to time amended and every statute, including the Not-for-Profit Corporations Act, 2010 (Ontario) that may be substituted for that act and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;
- b) "Letters Patent" means, as applicable, the Letters Patent, any Supplementary Letters Patent, Articles of Continuance, Articles of Amendment and Articles of Amalgamation of the Corporation;
- c) "By-law" means any By-law of the Corporation from time to time in force and effect;
- d) "Directors" means the directors of the Corporation, elected in accordance with this Agreement;
- e) "Members" means members of the corporation;
- f) "Membership" means membership in the Corporation held by a Member;
- g) "Occupancy License" means a license granted by the Corporation to one or more persons to occupy and use a part of the Park for recreational purposes;
- h) "Park" means the real property known municipally as 9 Glenford Lane, being Part of Lot 12, Concessions 2 and 3 in the Township of Bedford in the County of Frontenac;
- i) "Regulations" means the regulations made under the Act as from time to time amended and every regulation that may be substituted for those regulations and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the regulations shall be read as references to the substituted provisions of those regulations in the new regulations;

- j) "Special Resolution" means a resolution passed by the Directors (or by signed resolution of all of the Directors in lieu thereof) and confirmed with or without variation by at least two-thirds (2/3) of the votes cast at a general meeting of the Members duly called for that purpose or at an annual meeting, or, in lieu of such confirmation by the Members, by the consent in writing of all of the Members entitled to vote at such meeting.

2. Interpretation. This By-law shall be, unless the context otherwise requires, construed and interpreted in accordance with the following:

- a) all terms which are contained in the By-laws of the Corporation and which are defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations;
- b) words importing the singular number only shall include the plural and vice-versa; and the word "person" shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number or aggregate of persons;
- c) the headings used in the By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions; and
- d) any By-Law or resolution requiring the approval or consent by a vote of the Members under this By-Law shall be equally as valid and effective as passed or approved by such a vote at a meeting of Members duly called and constituted for that purpose, if signed by all of the Members. Similarly, any By-Law or resolution requiring the approval or consent by a vote of the Directors under this By-Law shall be equally as valid and effective as passed or approved by such a vote at a meeting of Directors duly called and constituted for that purpose, if signed by all of the Directors.

HEAD OFFICE

3. Head Office. The head office of the Corporation shall be the residential address of the President of the Corporation, from time to time (unless changed by Special Resolution).

SEAL

4. Seal. The seal, an impression of which is stamped in the margin of this page, shall be the seal of the Corporation.

MEMBERS

5. Classes of Membership. Subject to the Letters Patent, the Corporation shall have one class of Membership only known as "annual members".

6. Entitlement. Membership in the Corporation shall be issued to only those persons that hold an Occupancy License and, upon issuance, a Membership shall continue in perpetuity until terminated or surrendered in accordance with these By-Laws. All Members must be at least eighteen (18) years of age. In the event that an Occupancy License is issued to more than one person, only one of such persons shall be entitled to Membership.

7. Membership Fees. Members shall be required to pay annual fees and maintenance charges ("*Membership Fees*") in respect of the Park as determined by the Directors from time to time. In the event that a Member fails to pay any Membership Fees within the time fixed for payment (or within 30 days after written notification has been mailed by prepaid registered mail or delivered by hand) Membership may be terminated in accordance with Section 10 below. Interest shall accrue on any Membership Fees that are not paid when due at an annual rate equal to the annual prime rate of the Corporation's bank plus five percent (5%), or such other amount as the Directors may prescribe from time to time.

8. Transfer of Membership. Each Member (the "*Transferor*") shall have the right to transfer and assign its Membership at any time to any person (the "*Transferee*") that is purchasing or otherwise acquiring an Occupancy License from the Transferor subject to the following conditions:

- a) the Transferor shall provide written notice to the Directors at least ten (10) days prior to the transfer of the Membership and, prior to the transfer, shall pay to the Corporation any administration fees set by the Directors, from time to time, in respect of a transfer of Membership, (which fee shall be set at Fifty Dollars (\$50.00) as at the date of passing of this By-Law);
- b) at the time of transfer of the Membership, the Transferor is a Member in good standing and is not in default of any Membership Fees; and
- c) unless expressly approved by the board of Directors, the Transferee is not a person, or a Related Person (as that term is defined in the *Income Tax Act, Canada*) to a person, who has previously had their membership in the Corporation terminated for due cause.

If the Transferor holds more than one Occupancy License at the time of the transfer, the Transferor shall retain its Membership and the Corporation shall issue a new Membership to the Transferee, at the cost to the Transferor, if any.

Membership shall not be transferrable or assignable except as provided above.

9. Surrender of Membership. Any Member may withdraw from the Corporation by delivering to the Corporation a written resignation and lodging a copy of same with the President, Vice President or Treasurer of the Corporation. A resignation shall be effective from its acceptance by the board of Directors. In the case of resignation, a Member shall remain liable for payment of any outstanding Membership Fees levied or which became payable by the Member to the Corporation prior to such person's resignation.

10.1 Obligations of Membership:

- I. Pay their annual maintenance fees:
- II. Maintain their site in a neat and orderly condition in accordance with Corporation and Township bylaw requirements and free of refuse, junk, discarded materials, derelict vehicles, noxious weeds or overgrowth of grass and weeds; and
- III. Accept responsibility for their site and the actions of their guests to ensure they do not put the Corporation in violation of any municipal, provincial or federal laws, bylaws or regulation.

10.2 Termination of Membership. A Membership in the Corporation is terminated when:

- a) the Member resigns by delivering a written resignation to any Director in accordance with Section 9 above;
- b) the Member is expelled in accordance with Section 11 below or is otherwise terminated in accordance with the Letters Patent or By-laws; or
- c) the Corporation is dissolved, liquidated or wound-up.

11. Discipline of Members. The board of Directors shall have authority to suspend or expel any Member from the Corporation (and terminate the Occupancy License held by that Member and any other person) for any one or more of the following grounds:

- a) violating any provision of the Letters Patent, By-laws, or written policies or rules of the Corporation (as set from time to time by the board of Directors);
- b) the Member failing to pay Membership Fees in accordance with Section 7 above;
- c) the Member or any person permitted to be on the Park by the Member carrying out or engaging in any conduct which may be detrimental to the Corporation, the Park or other Members, as determined by the Board in its sole discretion, including but not limited to vandalism and destruction of property, causing of threatening physical harm to any Member or other person at the Park, engaging in criminal activity at the Park; or
- d) for any other reason that the Board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Corporation and the rights of Members.

In the event that the board of Directors determines that a Member should be expelled or suspended from Membership in the Corporation, the President, or such other officer as may be designated by the board of Directors, shall provide twenty (20) days' notice of suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion. The Member may make written submissions to the board of Directors in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the board of Directors, any Director or officer may proceed to notify the Member that the Member is suspended or expelled from Membership in the Corporation. If written

submissions are received in accordance with this section, the board of Directors will consider such submissions in arriving at a final decision and shall notify the Member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The board of Director's decision will then be sent to the Members for ratification at a general meeting and the decision of the Members by Special Resolution shall be final and binding on the Member, without any further right of appeal. Any such member who has been expelled or suspended shall be responsible for all legal or administrative costs associated with enforcing such penalty.

MEMBERS' MEETINGS

12. Annual Meeting. Subject to compliance with Section 293 of the *Corporations Act*, which requires a maximum of 15 months between meetings, the annual meeting of the Members shall be held at the Park on such day in each year and at such time as the Directors may by resolution determine.

13. General Meetings. Other meetings of the Members may be convened by order of any three (3) Directors and shall be held at the Park at such date and time as the Directors calling the meeting may determine. The board of Directors shall also call a general meeting of Members on written requisition of not less than one-tenth of the Members.

14. Notice. Not less than Fourteen (14) days' written notice shall be given to each Member of any annual or special general meeting of Members. Notice of any meeting where special business will be transacted should contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken.

15. Waiver of Notice. A Member and any other person entitled to attend a meeting of Members may in any manner waive notice of a meeting of Members and 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 purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

16. Error or omission in Giving Notice. No error or omission in giving notice of any annual or special meeting or any adjourned meeting of the Members of the Corporation shall invalidate any resolution passed or any proceedings taken at any meeting of Members.

17. Quorum. A quorum at any meeting of the Members (unless a greater number of Members and/or proxies are required to be present by the Act, the Letters Patent or a By-law) shall be persons present being not less than two in number and being or representing by proxy, or absentee ballot not less than twenty-six votes. No business shall be transacted at any meeting unless the requisite quorum be present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of Members or within such reasonable time after the time so appointed as the Members present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business.

18. Chair of the Meeting. The Vice-President or another Director are authorized to assist the President in the organizing and chairing of meetings.

19. Adjournment. The chair of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the Members. 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.

20. Voting

(a) *Votes to Govern.* At any meeting of Members every question shall, unless otherwise provided by the Letters Patent or By-laws or by the Act, be determined by a majority of the votes cast on the questions, either by show of hands or on a ballot. Each Member shall have the right to one vote for each Occupancy License held by that Member.

(b) *Good Standing.* No Member shall be entitled either in person, by proxy or by absentee ballot to vote at meetings of Members of the Corporation unless the Member has paid all Membership Fees and any other fees owed to the Corporation then payable by the Member. Otherwise, a Member may enter into an agreement with the corporation for payment of the Membership Fees and any other outstanding fees owed to the Corporation by plan and may retain their voting rights if they have followed the terms of that payment plan by May 31st of that year..

(c) *Method of Voting.* Each Member shall have the option to vote at any meeting of the Members as follows:

- i. in person;
- ii. by mailed-in ballot if the Corporation has a system that:
 - (A) enables the votes to be gathered in a manner that permits their subsequent verification, and
 - (B) permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each Member voted.
- iii. by proxy provided that, at every meeting at which a Member is entitled to vote, every Member and/or person appointed by proxy to represent one or more Members and/or individual so authorized to represent a Member who is present in person shall have one vote for each proxy held on a show of hands. Upon a poll and subject to the provisions, if any, of the Letters Patent, every Member who is entitled to vote at the meeting and who is present in person or represented by an individual so authorized shall have one vote and every person appointed by proxy shall have one vote for each Member who is entitled to vote at the meeting and who is represented by such proxyholder. A proxy shall be executed by the Member or the Member's attorney authorized in writing. A person appointed by proxy must be a Member. A proxy may be in the following form:

"The undersigned member of Glenford Park Trailer Owners' Association hereby appoints _____ of _____ or failing

*the person appointed above, _____
of _____ the proxy of the undersigned to attend
and act at the meeting of the Members of the said Corporation to be held on the
day of ,20, and at any adjournment or adjournments of such meeting in the same
manner, to the same extent and with the same power as if the undersigned were
present at the said meeting or such adjournment or adjournments of such
meeting. DATED the day of _____ 20_____.
Signature of Member"*

The Directors may from time to time make regulations regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of Members to be held and for particulars of such proxies to be sent by facsimile or other electronic transmission, or otherwise in writing before the meeting or adjourned meeting to the Corporation or any agent of the Corporation for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such regulations shall be valid and shall be counted. The chair of any meeting of Members may, subject to any regulations made as provided above, in the chair's discretion accept facsimile or other electronic transmission or other written communication as to the authority of any person claiming to vote on behalf of and to represent a Member despite that no proxy conferring such authority has been lodged with the Corporation, and any votes given in accordance with such facsimile or other electronic transmission or other written communication accepted by the chair of the meeting shall be valid and shall be counted.

(d) *Polls.* A poll may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a poll is demanded on the election of a chair or on the question of adjournment it shall be taken immediately without adjournment. If at any meeting a poll is demanded on any other question or as to the election of Directors, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chair of the meeting directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.

DIRECTORS

21. Duties and Number. The affairs of the Corporation shall be managed by a board of Directors. The board of Directors shall consist of seven (7) Directors or such other number of Directors as may be determined from time to time by Special Resolution.

22. Qualifications. Every Director shall be eighteen (18) or more years of age and shall be a Member of the Corporation and no undischarged bankrupt shall be a Director,

23. Election and Term. Subject to the provisions of this By-law, the board of Directors shall be elected by the Members at an annual meeting. The Directors' term of office shall run for a three-year term as outlined below.

Term for all positions: 3 years
Voting method allowed: in person or proxy only

Procedure:

The election foreperson will ask the membership for nominations for executive members at large, consisting of Seven (7) Directors and Two (2) Alternates. The membership then votes on those that have come forward and the Seven (7) members with the highest votes become executive members and the next person with the most votes becomes alternate number 1 and then the next most votes becomes alternate number 2.

- The election foreperson will then ask the membership to announce their intention of running for president.
- if more than one person comes forth, then the body of the membership votes on who they want for president by filling out a ballot and writing the candidates name on it and depositing it into the ballot box.
- the ballots are then counted and the person with the highest total of ballots is chosen as president.

This process is then repeated for vice president and treasurer.

In the event that the president can no longer fulfill his duties, the vice president will assume the role of president until an election can be called.

In the event that the vice president can no longer fulfill their role, then another member of the executive will be trusted with signatory authority until an election can be called.

In the event the treasurer can no longer fulfill their duties, then another member of the executive will fill the role until an election can be called.

In the event that any member of the executive can no longer fulfill their role then alternate number 1 will be called first to maintain the executive membership to 7 members. If a second member can no longer fulfill their role, then alternate number 2 will be called to maintain an executive of 7 members.

If both Alternates decline to step up as a Director, a new election must be arranged by the fall of that year.

A member may announce their intention of running for any position in advance in writing and given to the election foreperson in the event they cannot be present on election day.

Each Director shall retire at the close of the annual meeting of the Members at the completion of the three (3) term of office provided that, subject to the By-Laws: (a) each Director shall be eligible for re election; and (b) if the election of a successor Director is not held at the proper time, the Director shall continue in office until his or her successor is elected.

24. Vacancies. The office of a Director shall automatically be vacated:

- a) if the Director ceases to be a Member;
- b) if the Director becomes bankrupt or makes an authorized assignment or is declared insolvent;
- c) if the Director is found to be a mentally incompetent person or becomes of unsound mind;
- d) if the Director by notice in writing to the Corporation resigns office which resignation shall be effective at the time it is received by any officer of the Corporation or at the time specified in the notice, whichever is later;
- e) if at a special meeting of Members, a resolution is passed by a majority of the votes cast by the Members at the special meeting removing the Director before the expiration of the Director's term of office; or
- f) if the Director dies.

25. Filling Vacancies. A vacancy occurring in the board of Directors shall be filled as follows:

- a) if the vacancy occurs as a result of the removal of any Director by the Members, it shall be filled upon the vote of a majority of the Members and any Director elected to fill a removed Director's place shall hold office for the remainder of the removed Director's term;
- b) any other vacancy in the board of Directors shall be filled for the remainder of the term by: (i) the remaining Directors formally designating one or both Alternates to be formally designated as Directors; or (ii) failing any Alternates, by the Directors then in office, if they shall see fit to do so, so long as there is a quorum of Directors in office, provided that if there is not a quorum of Directors, then (iii) the remaining Directors shall promptly call a meeting of the Members to fill the vacancies, and, in default or if there are no Directors then in office, the meeting may be called by any member; and

If the number of Directors is increased during a term, the vacancy or vacancies arising from such authorized increase shall thereby be deemed to have occurred upon such increase becoming effective, and may be filled in the manner provided above.

26. Remuneration of Directors. The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director; provided that a Director may be reimbursed for reasonable expenses incurred by the Director in the performance of the Director's duties. Nothing in this By-law shall be construed to preclude any Director from serving the Corporation as an officer or in any other capacity and receiving compensation in such capacity.

MEETINGS OF DIRECTORS

27. Place of Meeting. Meetings of the board of Directors shall be held at the Park unless all of the Directors agree to hold the meeting at an alternate location.

28. Notice.

- a) A meeting of Directors may be convened by the President or any two Directors at any time. An officer, when directed or authorized by the President or any two Directors, shall convene a meeting of Directors. The notice of meeting convened as provided above need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served not less than fourteen (14) days (exclusive of the day on which the notice is delivered or sent, but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a Director may in any manner and at any time waive notice of a meeting of Directors and attendance of a Director at a meeting of Directors shall constitute a waiver of notice of the meeting except where a Director 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; provided further that meetings of Directors may be held at any time without notice if all the Directors are present (except where a Director 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) or if all of the absent Directors waive notice before or after the date of such meeting.
- b) If the first meeting of the board of Directors following the election of Directors by the Members is held immediately after the Members' meeting, then for such meeting or for a meeting of the board of Directors at which a Director is appointed to fill a vacancy in the board of Directors, no notice shall be necessary to the newly elected or appointed Directors or Director in order to legally constitute the meeting, provided that a quorum of the Directors is present.

29. Error or omission in Giving Notice. No error or accidental omission in giving notice of any meeting of Directors shall invalidate such meeting or make void any proceedings taken at such meeting.

30. Adjournment. Any meeting of Directors may be adjourned from time to time by the chair of the meeting, with the consent of the meeting, to a fixed time and place. Notice of any adjourned meeting of Directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present at the meeting. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated immediately 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.

31. Regular Meetings. The board of Directors may appoint a day or days in any month or months for regular meetings of the board of Directors at a place or hour to be named by the board of directors and a copy of any resolution of the board of Directors fixing the place and

time of regular meetings of the board of Directors shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meetings.

32. Quorum. The number of Directors which shall form a quorum for the transaction of business shall be that which is set out in the Letters Patent or a Special Resolution of the Corporation and, in the event of no such provision, a majority of the Directors shall form a quorum for the transaction of business. Despite any vacancy among the Directors, a quorum of directors may exercise all the powers of Directors.

33. Voting. Each Director is authorized to exercise one (1) vote. Questions arising at any meeting of Directors shall be decided by a majority of votes. In case of an equality of votes the chair of the meeting in addition to an original vote shall not have a second or casting vote.

34. Telephone Participation. If all the Directors of the Corporation consent, a meeting of Directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to hear each other simultaneously and instantaneously, and a Director participating in such meeting by such means is deemed to be present at that meeting.

POWERS OF DIRECTORS

35. Administer Affairs. The board of Directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, except as provided below, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its Letters Patent or otherwise authorized to exercise and do.

36. Expenditures. The board of Directors shall have power to authorize expenditures on behalf of the Corporation from time to time for the purpose of furthering the objects of the Corporation provided that any single expenditure exceeding Five Hundred Dollars (\$500) shall require approval by the Members. The board of Directors shall have the power to enter into a trust arrangement with a trust company or other financial institution for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of promoting the interest of the Corporation in accordance with such terms as the board of Directors may fix.

37. Borrowing Power. The board of Directors of the Corporation may from time to time, if expressly approved by a Special Resolution:

- a) borrow money on the credit of the Corporation;
- b) issue, sell or pledge debt obligations (including bonds, debentures, debenture stock, notes or other like liabilities whether secured or unsecured) of the Corporation;
- c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertakings, *but specifically excluding the Park itself*, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation; and

- d) delegate the powers conferred on the board of directors under this paragraph to such officer or officers of the Corporation and to such extent and in such manner as the directors shall determine.

The powers conferred in this Section shall be deemed to be in addition to and not in substitution for any powers to borrow money for the purposes of the Corporation possessed by its directors or officers independently of this By-law.

38. Fund Raising. The board of Directors shall take such steps as they may deem necessary to enable the Corporation to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Corporation.

39. Agents and Employees. The board of Directors may appoint such agents and engage such employees (and may delegate this function to an officer or officers of the Corporation) as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed at the time of such appointment.

40. Remuneration of Agents and Employees. The remuneration of officers, agents and employees shall, subject to the other provisions of this By-law, be fixed by the board of Directors by resolution, subject to approval by the Members.

OFFICERS

41. Vacancies. Each incumbent officer shall continue in office until the earlier of:

- a) that officer's resignation, which resignation shall be effective at the time the written resignation is received by a Director of the Corporation or at the time specified in the resignation, whichever is later;
- b) the appointment of a successor;
- c) that officer ceasing to be a Director or Member of the Corporation; and
- d) that officer's death.

If the office of any officer of the Corporation shall be or become vacant the Directors by resolution may appoint a person to fill such vacancy, unless the Members designated an alternate officer when they appointed the vacating officer, in which case that alternate shall be appointed.

42. Remuneration of Officers. The officers shall serve as such without remuneration and no officer shall directly or indirectly receive any profit from occupying the position of officer; provided that an officer may be reimbursed for reasonable expenses incurred by the officer in the performance of the officer's duties. Nothing in this By-law shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation in such capacity,

43. Duties of Officers may be Delegated. In case of the absence or inability to act of any officer of the Corporation or for any other reason that the board of Directors may deem sufficient, the board of Directors may delegate all or any of the powers of any such officer to any other officer or to any Director for the time being.

44. Powers and Duties. All officers shall sign such contracts documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the board of directors. The duties of the officers shall include:

a) President. The President shall be the chief executive officer of the Corporation unless otherwise determined by resolution of the board of directors. The President shall be a Director and shall be vested with and may exercise all of the powers and perform all of the duties of the Chair of the board of Directors;

b) Vice-President. The Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or inability or refusal to act of the President;

c) Treasurer. Subject to the provisions of any resolution of the board of Directors or Members, the Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit the same in the name of the Corporation in such bank or banks or with such depository or depositories as the board of directors may direct. The Treasurer shall keep or cause to be kept the requisite books of account and accounting records. The Treasurer may be required to give such bond for the faithful performance of the Treasurer's duties as the board of directors in their uncontrolled discretion may require but no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Corporation to receive any indemnity thereby provided. The Treasurer will provide year end financial statements to be included in the agenda package for the 1st annual members meeting. The Treasurer will also endeavor to provide current accounts in the agenda package for each members' meeting. At the request of the membership, two trustees who have no ties to any of the Directors may be appointed to annually review the accounts and records of the Corporation.

d) Secretary the Secretary position shall be a voluntary position which may be held by any Member, with the approval of a majority of the Executive Members. The Secretary shall be responsible for keeping a roll of the names and addresses of the Members; ensuring the proper recording and maintenance of minutes of all meetings of the Corporation and the Board; and attend to correspondence on behalf of the Board.

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

45. For the Protection of Directors and Officers. Except as otherwise provided in the Act no Director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the

insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person including any person with whom any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of the Director's or officer's respective office or trust or in relation to the same unless the same shall happen by or through the Director's or officer's own willful neglect or default.

INDEMNITIES TO DIRECTORS AND OTHERS

46. Indemnities to Directors and others. Every Director or officer of the Corporation or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

- a) all costs, charges and expenses whatsoever which such Director, officer or other person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against the director, officer or other person for or in respect of any act, deed matter or thing whatever, made, done or permitted by them, in or about the execution of the duties of such office or in respect of any such liability; and
- b) all other costs, charges and expenses which the Director, officer or other person sustains or incurs on or about or in relation to the affairs of the Corporation, except such costs, charges or expenses as are occasioned by their own willful neglect or default, or a failure by them to act honestly and in good faith in performing their duties. The Corporation may purchase and maintain such directors' and officers' liability insurance for the benefit of its Directors and officers as the board of Directors from time to time determines to be appropriate, taking into account the risks associated with serving as an officer and Director and the cost of such insurance.

INTERESTED DIRECTOR CONTRACTS

47. Conflict of Interest. A Director who is in any way directly or indirectly interested in a contract or proposed contract with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall vote on any resolution to approve any such contract. In supplement of and not by way of limitation upon any rights conferred upon Directors by Section 71 of the Act and specifically subject to the provisions contained in that Section, it is declared that no director shall be disqualified by any such office from, or vacate any such office by reason of, holding any office or place of profit under the Corporation or under any corporation in which the Corporation shall be a shareholder or by reason of being otherwise in any way directly or indirectly interested or contracting with the Corporation as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Corporation in which the Director is in any way directly or indirectly interested as vendor, purchaser or otherwise. Subject to compliance with the Act, no contract or arrangement entered into by or on behalf of the Corporation in which any Director shall be in any way directly or indirectly interested shall be voided or voidable and no Director shall be liable to account to the Corporation or any of its Members or creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship.

48. Submission of Contracts or Transactions to Members for Approval. The board of Directors in its discretion may submit any contract, act or transaction with the Corporation for approval or ratification at any annual meeting of the Members or at any general meeting of the Members called for the purpose of considering the same and, subject to the provisions of Section 71 of the Act, any such contract, act or transaction that shall be approved or ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Letters Patent) shall be as valid and as binding upon the Corporation and upon all the Members as though it had been approved, ratified or confirmed by every Member of the Corporation.

EXECUTION OF INSTRUMENTS

49. Execution of Instruments. Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed by any two of the President, Vice-President and Treasurer and all contracts, documents and instruments in writing so signed, if authorized or permitted as required by the Letters Patent or By-Laws, shall be binding upon the Corporation without any further authorization or formality. The board of Directors shall have power from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The term "contracts, documents or instruments in writing" as used in this By-law shall include but not be limited to deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

The seal of the Corporation when required may be affixed to any instruments in writing signed as provided above or by any officer or officers appointed by resolution of the board of Directors.

CHEQUES, DRAFTS, NOTES, ETC.

50. Cheque, Drafts, Notes, Etc. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by any two of the President, Vice President and Treasurer.

NOTICES

51. Service. Any notice or other document required by the Act, the Regulations, the Letters Patent, or the By-laws to be sent to any Member or Director shall be delivered personally or sent by regular mail, electronic mail or facsimile, to any such Member or Director at their latest address or contact information as shown in the records of the Corporation, or if no address be

given therein then to the last address of such Member or Director known to the board of Directors; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled to notice.

52. Signature to Notices. The signature of any Director or officer of the Corporation to any notice or document to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

53. Computation of Time. Where a given number of days' notice or notice extending over a period is required to be given under the Bylaws, letters patent or supplementary letters patent of the Corporation the day of service or posting of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.

54. Proof of Service. With respect to every notice or other document sent by regular mail it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in Section 52 of this By-law and put into a post office or into a letter box. A certificate of an officer of the Corporation in office at the time of the making of the certificate as to facts in relation to the sending or delivery of any notice or other document to any Member, Director or officer or publication of any notice or other document shall be conclusive evidence of such facts and shall be binding on every Member, Director or officer of the Corporation as the case may be.

ADOPTED on the 31st day of August, 2019.

AS AMENDED on the 23rd day of July, 2022.

WITNESS the seal of the Corporation.

President

Treasurer