

**A BYLAW RELATING GENERALLY TO THE TRANSACTION OF  
THE BUSINESS AND AFFAIRS OF THE  
EDMONTON AURORA RESIDENTS ASSOCIATION**

**PART I: INTERPRETATION, DEFINITIONS, AND INCORPORATION OF RESIDENTS' COVENANTS.**

1. These Bylaws shall be construed with reference to the provisions of the *Societies Act*, R.S.A. 2000, c. S-14, as amended from time to time (or any subsequent governing legislation), and terms used in these Bylaws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these Bylaws shall be read subject to the restrictions upon their scope and effect contained in the Act and other applicable statutes and rules of law and equity, and any provisions herein repugnant to such restrictions shall, wherever possible, be severed from these Bylaws to the extent necessary, in order that the rest may stand.
2. In the interpretation of these Bylaws (including this Article 2), except where excluded by the context,
  - a. where the context requires, a reference to one gender means the other or neuter gender; a reference to a single number means the plural, and vice-versa; and words importing a person include an individual, partnership, association, body corporate, trustee, executor, administrator, and legal representative;
  - b. a reference to "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refers to these Bylaws only;
  - c. a reference to "these Bylaws" is a reference to the entire Bylaws and not only one particular Article or Section, a reference to an "Article" is a reference to the contents of only that Article of these Bylaws, a reference to "Section" is a reference to the contents of only that Section, and a reference to "Subsection" is a reference to the contents of only that Subsection of that Section;
  - d. the headings to articles, sections and subsections of these Bylaws are for ease of reference only, but are deemed to not form part of these Bylaws and must not be used to interpret any part of these Bylaws;
  - e. these Bylaws shall be interpreted in a large and liberal sense so as to give effect thereto wherever possible;
  - f. save as set out above, words and expressions defined in the Act have the same meanings when used in these Bylaws;
  - g. "Act" shall mean the *Societies Act* R.S.A. 2000, c. S-14 as amended, and any statute that may be substituted therefor;
  - h. "Association" shall mean the Edmonton Aurora Residents Association;
  - i. "the Board" means the Board of Directors of the Association;

- j. "Bylaws" shall mean the Bylaws of the Association as amended from time to time;
  - k. "Director" shall mean any person who has been duly elected or appointed to the Board of Directors by whatever name called;
  - l. "Financial Year" shall mean the financial year of the Association which commences on January 1<sup>st</sup> and ends on the succeeding December 31<sup>st</sup> unless otherwise determined by the Board.
  - m. "Member" shall mean a member of the Association as defined in subsection 4.a) unless the context requires otherwise
  - n. "Member in good standing" means a Member who at the time in question has paid the required membership fees for the Financial Year in question.
  - o. "Members Register" means the list maintained by the Board containing the names of the Members of the Association;
  - p. "Multi-Family Lands" means the parcel or parcels of land within the Aurora Subdivision that are now or may in future be developed as multi-family housing properties;
  - q. "Registered Office" shall mean the registered office for the Association;
  - r. "Residents' Covenants" shall each mean such restrictive covenants and easements, leases, and encumbrance agreements, as may be placed and recorded on the titles to lands within the Aurora Subdivision by the Association, as they may be amended or extended from time to time;
  - s. "Single-Family Building Lot" means:
    - i. A detached single-family residential lot;
    - ii. A semi-detached (duplex) residential lot; or
    - iii. A bare-land condominium unit suitable for a single-detached, semi-detached, or townhouse residence.
  - t. "Special Resolution" shall have the meaning provided in the Act;
  - u. "Subdivision" means the Aurora subdivision, as developed on the lands described in Schedule "A" hereto and such other lands as may hereafter be added to the Residents' Covenants hereafter by amendment or extension thereof; and
  - v. "Subdivided Lot" means a Single-Family Building Lot or Multi-Family Land parcel.
3. The purpose and objects of the Association are to carry out the duties and functions provided for in the Residents' Covenants to be performed or done by the Association and generally to provide for care and maintenance of Subdivision Features in the Aurora Subdivision as defined in the Residents' Covenants.

## PART II: MEMBERS OF THE ASSOCIATION AND VOTING RIGHTS

4. The membership and voting rights of Members shall be as follows:
  - a. Every registered owner in fee simple of a Subdivided Lot within the Subdivision shall be entitled to be a member of the Association ("**Member**"), subject to and bound by the Association's Application for Incorporation, Bylaws, Rules and Regulations. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Subdivided Lot is owned by two or more persons or other legal entity, all such persons or entities shall be Members but they shall have voting rights limited as herein set out. An owner of more than one Subdivided Lot shall be entitled to membership in respect of each Subdivided Lot owned. Save as provided in paragraph 4(c) hereof, membership shall be appurtenant to and may not be separated from ownership of any Subdivided Lot, and entitlement to it shall be automatically transferable by conveyance or other transfer of title to that Subdivided Lot. Anyone who ceases to be an owner of a Subdivided Lot shall *ipso facto* cease to be a Member.
  - b. The Association shall have two classes of voting memberships, Class A and Class B,. All votes shall be cast in the manner provided in these Bylaws. When more than one person or entity holds an interest in any Subdivided Lot, the vote for such Subdivided Lot shall be exercised (as among them) as provided for in these Bylaws; but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Subdivided Lot. The two classes of voting memberships, and voting rights related thereto, are as follows:
    - i. **Class A.** Class A Members shall be all owners of Single-Family Building Lots. If any Multi-Family Land parcels are subdivided into Single-Family Building Lots all owners of such residential lots or condominium units shall be Class A Members. **Class A.** Members shall be entitled to one (1) vote for each Single-Family Building Lot owned;
    - ii. **Class B.** The Owners of Multi-Family Lands shall be Class B Members. Such Class B Members shall, for as long as the Multi-Family Lands remain unsubdivided into Single-Family Building Lots, be entitled to fifteen (15) votes per acre for each Multi-Family Land parcel. If a Multi-Family Land parcel is subdivided into Single-Family Building Lots, then there shall be no Class B Members for such parcel and the said Single-Family Building Lot owners shall be Class A Members.
  - c. An owner shall be entitled to become a Member forthwith on becoming registered (which may include registration by caveat for a life estate, protecting the interests of a beneficial owner, or a trustee in bankruptcy pursuant to a bankruptcy receiving order or assignment in bankruptcy) as an owner as aforesaid, and the owner's membership shall be recorded by the Secretary upon the owner providing satisfactory evidence of such ownership to the Association's Board, or the Board otherwise being satisfied of such ownership.
  - d. Voting rights shall be as set out above.

- e. No Member shall be expelled from the Association as long as the Member continues to be a registered owner of a Subdivided Lot or Multi-Family Lands within the Subdivision.
- f. Membership, and all rights and privileges of membership of the Association, are not transferable. All rights and privileges cease when a membership terminates, or when the Member resigns or dies.
- f. The Board shall establish the fees for each class of membership for each Financial Year.
- g. A Member may resign from the Association by delivering a signed notice to that effect to the registered office of the Association. Notwithstanding any such resignation, the owner shall still be required to pay all annual fees pursuant to the Residents' Covenants
- h. Although a Member ceases to be a Member, by death, resignation or otherwise, that Member is liable for any debts owing to the Association at the date of ceasing to be a Member. Although a Member ceases to be a Member, by death, resignation or otherwise, that Member is liable for any debts owing to the Association at the date of ceasing to be a Member.
- i. The Association shall keep a Members Register containing the names of every person who is admitted as a Member of the Association, together with the following particulars of each person:
  - I. the full name and residential address;
  - II. an electronic address for the person, if available;
  - III. the date on which the person is admitted as a Member;
  - IV. the date on which the person ceases to be a Member; and
  - V. the class of membership of the person.

The Association shall permit a Member of the Association to inspect the Members Register without payment of a fee.

The Association shall, within a reasonable time of receiving from a Member a request to provide to the Member a copy of the register, the annual list of Members or an excerpt from any one or more of them and on payment by the Member of such fee as the Board specifies, which fee shall not exceed that permitted by the Act or regulations under the Act.

#### 5. Membership Year

Membership year shall be from January 1 to December 31, of each year.

6. Notice of Meeting

A Member shall be entitled to notice of and to attend at all meetings of the Members of the Association. Where two or more persons own a Subdivided Lot, a notice given to one such owner shall be deemed to have been given to all such owners. Notices may be given as follows:

- a. to an owner of a Subdivided Lot by delivery to, or by prepaid ordinary mail addressed to such owner's Subdivided Lot or other contact address provided by the Member to receive notices.
- b. Notices to the Association may be given by personal delivery to the registered office of the Association or by personal service on a member of the Board of Directors of the Association. Notices Subdivided Lot owners may be addressed to "Members" or "Occupants" or "Owners" or "Residents" or any similar designation, and do not need to state the Members' names.
- c. If a parcel is part of a condominium property, and the condominium corporation agrees, notices to all owners of units in such condominium will be deemed to be given on delivery or posting by ordinary mail to the registered address of the condominium corporation. The condominium corporation shall then be responsible for distributing such notice to each of the individual condominium owners.
- d. Any notice or document that is required or permitted to be sent, served, or delivered under these Bylaws, the Act, or the regulations may also be sent by electronic means in accordance with the *Electronic Transactions Act* (Alberta).

**PART III: MEETINGS OF THE ASSOCIATION**

7. The Annual General Meeting

- a. An Annual General Meeting of the Association shall be held in each calendar year after 2012 in the City of Edmonton, in the Province of Alberta, on a day to be fixed by the Board from time to time, and any Annual General Meeting may be held at the business offices of the Association or such other location in the City of Edmonton as may be specified by the Board. The Board may also convene an electronic or hybrid meeting via video, telephone conference, internet-based platform, or other electronic or virtual means, provided that all attendees are able to hear proceedings, ask questions, vote, and otherwise meaningfully participate during the meeting, and further provided that proper records are retained as to attendance, quorum and all votes conducted at such meeting as prescribed by the Act;
- b. At least fourteen (14) days prior to the Annual General Meeting the Secretary shall give all Members in good standing, a notice in the manner and by the means provided for in Bylaw 6 setting forth the date, place, and time of the Annual General Meeting;
- c. The Annual General Meeting shall consider the report of the President, review the financial statements (which shall set out the Association's income, disbursements, assets, and liabilities, and shall comply with the requirements of the *Societies Act*), appoint such

auditors or accountants as may be desired, elect the Board, and transact such other business as may be put before the meeting;

- d. A quorum for the Annual General Meeting of the Association shall be the attendance of five (5) or more persons collectively entitled to cast five (5) or more votes, in person or by proxy, whether physically or by teleconference or videoconference;
- e. Unless any two Members demand a ballot vote, all voting at the Annual General Meeting shall be done by a show of hands including all Members physically present and any Members attending the Annual General Meeting by video conference or other electronic methods as may be approved by the Board from time to time;
- f. Each Member in good standing may vote by proxy. A person acting as a proxy must also be a Member of the Association or an officer or employee of a corporate Member. Before voting, the designated proxy must produce and deposit with the Secretary a sufficient appointment in writing in the form provided for in the Annual General Meeting package provided to all Members prior the Annual General Meeting. The Secretary or in the Secretary's absence, the chairman of the meeting, shall have complete discretion to determine whether an appointment or proxy is valid and sufficient;
- g. Except as to a Special Resolution, each issue and Resolution shall be decided by a majority of the votes of the Members present in person or represented by a proxy;
- h. Accidental omission to give any notice to any Member or the non-receipt of any notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon; and
- i. At the Annual General Meeting there shall be elected as many Directors as shall be required to fill the vacancies of the Board.

8. Special Meetings of the Association

- a. Special meetings of the Association shall be called at the direction of the President or upon request in writing of any fifteen (15) Members in good standing, stating the object of the special meeting;
- b. At least seven (7) days prior (and if a Special Resolution is proposed at least twenty-one (21) days prior) to the special meeting, the Secretary shall give to Members a notice in the manner and by the means provided for in Bylaw 6 setting forth the date, place and time of the special meeting;
- c. The method of voting, the use of proxies, and the quorum required for any special meeting shall be the same as for the Annual General Meetings;
- d. Accidental omission to give any notice to any Member or the non-receipt of any notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon.

9. Proceedings at General Meetings

- a. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved, but in every other case it shall stand adjourned to the same day in the following week at the same time and place;
- b. The President, or in his absence, a Vice-President, shall preside at every general meeting of the Association. If neither the President nor a Vice-President is present within a half an hour from the time appointed for the meeting, the Members present shall choose one of the Directors present as chairperson, or if no Director is present, or the Directors present all decline to act, the Members shall choose a Member present to preside at such meeting;
- c. The person presiding may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place;
- d. At every general meeting every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of the show of hands, a ballot be demanded by at least two (2) Members personally present and entitled to vote. A declaration by the person presiding that a resolution has been carried or carried by a particular majority, or lost, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour or against any such resolution. If a ballot be demanded in the manner above mentioned, it shall be taken at such time and place and in such manner as the person presiding may direct, and the result of the ballot shall be deemed to be the resolution of the general meeting at which the ballot was demanded. For any Members attending such meeting by video conference or other electronic means, voting may be done by a poll, or such other confidential electronic methods as approved by the Board from time to time. A demand for a ballot may be withdrawn;
- e. In case of any dispute as to the admission or rejection of any vote, the person presiding shall determine the same, and such determination made in good faith shall be final and conclusive;
- f. Notwithstanding anything to the contrary in these Bylaws a resolution assented to and adopted in writing under the hands of fifty-one (51%) percent of all the Members entitled to vote thereon, though not passed at a general meeting, shall be of the same force and effect as if it had been duly passed at a general Meeting duly convened, and no previous notice, or convening of any general meeting for the purpose of passing such resolution shall in such case be deemed to have been necessary, whether the business transacted thereat is special or not, and a Member may signify his assent to such resolution in writing under his hand or by letter or facsimile, and such resolutions shall be deemed to have been passed on any date therein stated to be the effective date thereof.
- g. Co-owners may vote by proxy jointly appointed by them, and in the absence of such proxy are entitled to vote on a show of hands; but on any vote by ballot each co-owner is

entitled to such part of the vote applicable to the Parcel he co-owns as is proportionate to his interest in the Parcel.

10. In determining the identity or addresses of Members the Secretary shall be entitled to rely upon either (or both) title searches and notifications of ownership given to the Board by Members or their representatives.

#### **PART IV: THE GOVERNANCE OF THE ASSOCIATION**

##### **11. Election and Term of Directors**

- a. The election of Directors shall take place at each Annual General Meeting and any Member in good standing may stand for election. If an owner of a Subdivided Lot or Multi-Family Lands is a corporation, any one officer, director or other designee of the corporation is eligible to become a member of the Board;
- b. Each Board member must be a Member (or designee of a corporate Member) in good standing of the Association at the time of election and throughout the term of office; and a Board member shall *ipso facto* cease to be a Board member upon death, conviction of an indictable offence or declaration of mental incompetency by a court of law, or if the person ceases to be a Member (or designee of a corporate Member);
- c. Board membership shall commence upon election or appointment to the Board and shall expire at the next succeeding Annual General Meeting, unless prior thereto the Board member resigns, becomes disqualified under clause (b) hereof or is removed under clause (d) hereof. Any member of the Board shall be eligible for re-election to the Board. The signatories to the application for incorporation are hereby appointed as, and shall form, the first Board of Directors of the Association; and their term of office shall expire on the date of the next Annual General Meeting of the Association (unless, and to the extent that, any are then re-elected);
- d. Casual vacancies in the Board may be filled by appointment by the remaining Board members to serve until the next Annual General Meeting; provided that a Board member may be removed prior thereto by resolution of the Members of the Association at any Special Meeting of the Members duly called for such purpose;
- e. The affairs of the Association shall be managed by the Board consisting of no fewer than three (3) and no more than ten (10) persons;
- f. The Board, at any Board meeting following the Annual General Meeting of the Association, may appoint not more than two (2) persons to the Board in the event that at the Annual General Meeting of the Association there are an insufficient number of persons elected to the Board;
- g. The Board shall, subject to these Bylaws and any directions given it by majority vote at any general meeting properly called and constituted, have full control and management of the affairs of the Association, and meetings of the Board shall be held as often as may be required, but at least once every twelve months, and shall be called by the President or on the instructions of any two (2) members of the Board provided they make a request



to the President in writing to call such meeting, and state the business to be brought before the meeting;

- h. Meetings of the Board shall be called on a minimum of seven (7) days' notice given to Directors in the manner and by the means provided for in Bylaw 6 setting forth the date, place and time of the meeting or on a minimum of three (3) days' notice by telephone unless waived by all of the Directors;
- i. A majority of the Directors, personally present, shall constitute a quorum at any meeting of the Board;
- j. Subject to Article 2(a), each Director including the President shall have one (1) vote. In the case of an equality of votes, the President shall not have a second or casting vote and the motion will be deemed defeated;
- k. A resolution of the Board in writing signed by all of the Directors shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

12. Duties and Powers of the Board

- a. Except as provided in the Act and otherwise in these Bylaws, the powers of the Association shall be exercised by the Board, and without restricting the generality of the foregoing, the duties of the Board shall include the responsibilities set out in the Application for Incorporation of the Association and those undertaken in any Residents' Covenants, together with the following:
  - i. To facilitate and promote the objects of the Association;
  - ii. To create and define categories of Members;
  - iii. To engage, hire and discharge any employees including administrative employees, in respect to the operation of the Association;
  - iv. To maintain and properly protect the assets and properties of the Association;
  - v. To prepare and approve an annual budget consistent with the good management of the Association;
  - vi. To pay all expenses of and incidental to the operation and management of the Association;
  - vii. To remunerate or indemnify any persons for services rendered or liabilities incurred in connection with the affairs of the Association;
  - viii. To maintain all accounting and financial records of the Association;
- b. In addition, the Board shall have the following powers:

- i. To invest and deal with the monies of the Association not immediately required in such securities and in such manner as from time to time may be determined by the Board;
- ii. To finance the operations of the Association and to borrow, raise or secure the payment of moneys in such manner as the Board may, from time to time, think fit; provided that no borrowing in excess of \$20,000.00 shall be made without prior authorization of the Members in a general meeting, or by signed resolution, and no debenture shall be granted unless authorized by Special Resolution;
- iii. To appoint legal counsel and auditors from time to time;
- iv. To make rules and regulations for the operation of the Association and the use of its facilities and assets;
- v. Without in any way abrogating or limiting the general responsibility of the Board, to delegate its powers and duties to any person engaged as a manager of the Association;
- vi. To set, levy, issue and collect levies for the rent charges as provided for in any Residents' Covenants;
- vii. To enter into the leases and easements provided for in any Residents' Covenants;
- viii. To issue certificates as to Members' position with regard to rent charges, any such certificate to be signed by at least two members of the Board; and any certificate so issued shall estop the Association and all Members from denying the accuracy of such certificate as against any mortgagee, purchaser or other person dealing with the owner of the parcel of land to which the certificate relates (but shall not be an estoppel as against the owner of such parcel); and
- ix. To place and maintain third party liability insurance in such amounts and on such terms as the Board may from time to time select, insuring the Members and Board members in respect of the actions and omissions of the Association.

13. Board Committees

- a. The Board may appoint committees to advise the Board from time to time in respect to the various duties and responsibilities of the Board;
- b. Each committee created by the Board shall be headed by one of its members appointed by the President to be chairman of that committee;
- c. Each committee created by the Board shall meet at the call of the chairman, record minutes of its proceedings, and distribute such minutes to the members of the committee and to the chairman of all other committees and furnish reports at the request of the President prior to each Board meeting. Unless waived by all of the members of the committee, not less than two (2) days prior notice of the date, place and time of a committee meeting shall be given in accordance with Bylaw 6;

- d. A majority of the members of any committee personally present at a meeting shall constitute a quorum; and
- e. Board members may also attend meetings of the Board by telephone, teleconference, video conference or other electronic means, provided that such Board member has advised the remainder of the Board in writing not less than three (3) days in advance so that such attendance can be accommodated. Any Board member attending by such electronic means will be counted in determining quorum for the meeting for the purposes of subsection 13(d) above.
- f. Each member of the committee including the chairman shall have one (1) vote at the meeting of the committee but in case of an equality of votes there shall be no casting vote, and each member of the committee, including the chairman, may vote on Board resolutions in writing and/or via electronic means, including by telephone, email, video conference or other electronic method as may be approved by the Board from time to time

14. Officers

- a. The Officers shall consist of a President, Vice-President, Secretary and Treasurer, and they shall be appointed by the Board from amongst the Board members; and the Board may appoint one person to more than one position, and the Board may also remove any officer from office;
- b. President: the President shall supervise the affairs of the Association and be ex-officio a member of all committees. He shall, when present, preside at all meetings of the Association and of the Board. In his absence the Vice-President shall preside at any such meetings, and in the absence of both a chairman may be elected by the meeting to preside thereat;
- c. Vice-President: the Vice-President shall assist the President and preside at meetings in the absence of the President;
- d. Secretary: it shall be the duty of the Secretary to attend all meetings of the Association and of the Board, and to keep accurate minutes of the same. The Secretary shall have charge of the seal of the Association. In case of the absence of the Secretary, his duties shall be discharged by such person as may be appointed by the Board. The Secretary shall have charge of all the correspondence of the Association and be under the direction of the President and the Board. The Secretary shall also keep a record of all the Members of the Association and their addresses, send all notices of the various meetings as required, and shall collect and receive the rent charge assessments or annual dues levied by the Association, such moneys to be promptly turned over to the Treasurer;
- e. Treasurer: the Treasurer shall receive all moneys paid to the Association and shall deposit the same in whatever chartered bank, treasury branch or trust company the Board may order. He shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the Annual General Meeting a statement duly audited as hereinafter set forth of the financial position of the Association;

- f. The officers of the Association shall be appointed for a term of one (1) year or until the next Annual General Meeting whichever the Board selects; and
- g. Any vacancy arising in any office shall, except as otherwise provided herein, shall be filled by the appointment by the Board of another member of the Board who shall hold such office until the next Annual General Meeting of the Association.

**PART V: APPOINTMENT/TERMINATION OF DIRECTORS**

- 15. No election of a person as a Director of the Association shall be effective unless:
  - a) he or she was present at the meeting when he or she was elected and did not refuse to act as a director;
  - b) he or she consents in writing to act as a Director before his or hers election or before the next Board meeting following his or her election; or
  - c) he or she acts as a Director pursuant to the election.
- 16. Termination of Directorship
  - a) A Director may resign at any time upon written notice to the Board.
  - b) The Members may, by Special Resolution, remove any Director before the expiration of his or her term of office, and may, by a majority of the votes cast at the meeting, elect any person who qualifies under these Bylaws in his or hers stead for the remainder of his or hers term.

**PART V: BOOKS AND RECORDS AUDITING**

- 17. The books and records of the Association may be inspected by any Member of the Association at the annual meeting provided for herein or at any other time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of the same. Each member of the Board shall at all times have access to such books and records.
- 18. The books, records and financial statements shall be audited once a year by an auditor, if requested by the Board, appointed from time to time by the Board. Such auditor may be a Member and need not be a Chartered Accountant; but he shall not be a member of the Board.

**PART VI: VOTING**

- 19. Any Member shall have the right to vote at any meeting of the Association. The number of votes available to Members is to be determined in accordance with these Bylaws.

**PART VII: MINUTES OF THE PROCEEDINGS**

- 20. The Secretary shall maintain and have charge of a copy of the minute books, with the original minute books being maintained at the Registered Office of the Association, and shall record in the

copy or cause to be recorded in the original, minutes of all proceedings of all meetings of the Members and of the Board.

21. The Board shall see that all necessary books and records of the Association required by the Bylaws of the Association or by any applicable statute or laws are regularly and properly kept and filed.

#### **PART VIII: SEAL OF THE ASSOCIATION**

22. The Board may, in the name of the Association, adopt a seal which shall be the common seal of the Association and which shall be under the control of the Board and the responsibility for its custody and use from time to time shall be determined by the Board; but in the absence of any specific determination, the seal shall be preserved by the Secretary who together with the President shall execute and affix the seal of the Association on all contracts of the Association required to be executed under the seal of the Association.

#### **PART IX: REMUNERATION**

23. Unless authorized at any general meeting and after notice of same shall have been given, no Director, Officer or Member of the Association shall receive any remuneration for services performed in his or her capacity as a Member, Officer or Director.

#### **PART X: INDEMNITY**

24. Each member of the Board, officer and employee shall be indemnified by the Association against any and all liability and reasonable expenses in connection with or resulting from any claim, action, suit or proceeding in which he may become involved as a party, or otherwise, by reason of his having been a Director of the Board, officer or employee of the Association except in relation to matters as to which he shall be adjudged with respect to such claim, action or proceeding to be liable for gross negligence or wilful misconduct in the performance of his duty to the Association.

#### **PART XI: BYLAWS**

25. The Bylaws may be rescinded, altered or added to by a Special Resolution of the Association, at a general or special meeting of which at least twenty-one (21) days written notice specifying the intention to propose the resolution as a Special Resolution has been duly given.

#### **PART XII: WINDING UP**

26. The Board may move to dissolve the Association at a Special Meeting of the Association.
27. In the event the Association is wound up or dissolved, any surplus of funds shall be paid to such registered and incorporated charitable organizations as the Members by Special Resolution may from time to time determine. In no event shall the Members or any of them become entitled to any of the assets of the Association.

**PART XIII: Arbitration**

28. A dispute arising out of the affairs of the Society and between any Members of the Society or between
29. a Member or a person who is aggrieved and who has for not more than 6 months ceased to be a Member, or
30. a person claiming through the Member or aggrieved person or claiming under these Bylaws,
31. and the Society or a Director or Officer of the Society, shall be decided by arbitration, which shall be under the Arbitration Act (Alberta).
32. A decision made pursuant to an arbitration is binding on all parties and may be enforced on application to the Court of Queen's Bench, and except upon an error of law or mixed fact and law there is no appeal from it.

**PART XIV: SIGNATORIES**

33. The signatories to the Association are hereby ratified and confirmed as subscribers to the incorporation of the Association.

DATED at the City of Edmonton, in the Province of Alberta, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Witness  
Printed name:

\_\_\_\_\_  
Name:  
Title: President

\_\_\_\_\_  
Witness  
Printed name:

\_\_\_\_\_  
Name:  
Title: Secretary

SCHEDULE "A"

MERIDIAN 4 RANGE 24 TOWNSHIP 51  
SECTION 23  
QUARTER SOUTH WEST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 8120646 SUBDIVISION	32.2	79.57
B) PLAN 1125397 SUBDIVISION	9.13	22.56

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 8120646  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 11  
LOTS 78 - 89 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 11  
LOTS 142 - 157 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 12  
LOTS 1 -14 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 12  
LOTS 42 - 52 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 13  
LOTS 1 -16 INCLUSIVE  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125397  
BLOCK 13  
LOTS 20 AND 21  
EXCEPTING THEREOUT ALL MINES AND MINERALS