

**BRAEBURN ESTATES
COMMUNITY ASSOCIATION
(BECA)**

By-law No. 1

Braeburn Estates Community Association (BECA) By-law No. 1

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1. SECTION 1 – GENERAL

1.1 Vision, Mission and Purpose of the BECA

1.1.1 Vision

The vision of the Braeburn Estates Community Association (BECA) is to grow, foster and promote a visually appealing, vibrant, inclusive, safe and healthy community within the Braeburn Estates subdivisions hereinafter referred to.

1.1.2 Mission

BECA will engage and nurture our community by: facilitating community-building programs, projects, and events; advocating for issues that matter to residents; building, maintaining, insuring, and acquiring assets for BECA, maintaining the Braeburn Estates design covenants for any structures requiring a building permit, in accordance with Schedule D hereto, and fostering the unique characters of the Braeburn Estates Community (the “BE Community”).

1.1.3 Nature and Purposes

- a. To generally do all such things as will promote the general welfare of the Owners and residents of the BE community and maintain and enhance the property value of the lands in the said area, all as permitted by law.
- b. To own, maintain, insure and manage the Recreational Lands, as such term is hereinafter defined.
- c. To establish an effective administration and method of representation for all Owners and residents as shall qualify for membership in the Association from time to time in accordance with the by-laws of the Association in respect of all matters of common concern in the BE Community.
- d. To remain independent of political affiliations and shall be organized and carry out its purpose according to this By-law without financial gain for any individual Member.
- e. To provide a forum for discussion of issues, and as far as possible, to reach consensus in the best interests of the BE Community.
- f. To facilitate communication and co-operation between Owners, area residents, government ministries and agencies, established community groups and area businesses, in order to support community goals and community well-being.

- g. To engage in collaborative projects and initiatives that may improve the physical and social environment of the BE Community and Burnstown at large, and to encourage Owners to do likewise.
- h. To inform Owners about community issues, activities, and projects.
- i. For the objects aforesaid:
 - i) The Association shall operate as a not-for-profit organization in accordance to the Act. The Association may accept donations, membership fees, sponsorship fees, gifts, legacies and bequests, but any and all revenue shall be used exclusively to further the aims and projects of the Association, and not for the personal gain of any Directors.
 - ii) No Director shall be paid a fee for services.
 - iii) The Association shall not incur debts, nor loan funds.
 - iv) The Treasurer shall have discretionary authority for any Association expenditures under \$100.00. All expenditures more than \$100.00 must be authorized by at least two Officers. Any expenditures of over \$500.00 must be authorized in advance by a motion passed by the Board.
 - v) Reasonable administrative expenses with receipts will be reimbursed by the Treasurer at his or her discretion as per Schedule B.
 - vi) The Board may raise or receive funds in contemplation of pursuing the activities, projects, purposes and objectives of the Association as set out in this Section 1.1.3, Nature and Purposes.
 - vii) The Board may pass Rules concerning the use and enjoyment of the Recreational Land.

1.2 Definitions

In this By-law, unless the context otherwise requires:

- a. "ACT" means the *Corporations Act, R.S.O. 1990, c. C.38* (Ontario) and, where the context requires, includes the regulations made under it, all as amended or re-enacted from time to time.
- b. "ARTICLES" shall mean the articles pursuant to which the Association was incorporated.

- c. "ASSOCIATION" or "BECA" shall mean this non-profit corporation, namely BRAEBURN ESTATES COMMUNITY ASSOCIATION.
- d. "BE COMMUNITY" shall mean the residential lots on Plan 49M-105, in the Township of McNab/Braeside, in the County of Renfrew, in the Province of Ontario, and any future subdivision registered on lands fronting on Shady Maple Road.
- e. "BOARD" means the board of directors of the Association.
- f. "BY-LAWS" means this By-law (including the schedules to this By-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force.
- g. "DIRECTOR" means an individual occupying the position of director of the Association.
- h. "MEMBER" shall mean each Owner who resides in the BE Community and who pays their membership fee hereunder.
- i. "OFFICER" means the officers of the Association, specifically the President, Secretary and Treasurer. Officers are also considered Directors for purposes of provisions of this by-law.
- j. "OWNER" or "OWNERS" shall mean such person or persons, firm or firms, corporation or corporations as shall be shown as the registered owner of a lot within the BE Community according to the records of the applicable Land Titles Office and the words "owned" or "owning" shall have the like import, but shall not include any person, firm or corporation taking title to any part of the said lots as security for the payment of money or for the performance of an obligation.
- k. "RECREATIONAL LAND" shall mean Block 17 on Plan 49M-105, in the said Township of McNab/Braeside, including access to the Madawaska River, and any other lands acquired or owned by the Association and designated by it as a recreational property for use by the Members.
- l. "RULES" shall mean such Rules and Regulations passed by the Board from time to time concerning the use and enjoyment of the Recreational Land.
- m. "SPECIAL MEETING" shall mean a meeting not regularly scheduled.

1.3 Interpretation

Other than as specified in Section 1.2, all terms contained in this by-law that are defined in the Act shall have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.

1.4 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the By-laws are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act shall prevail.

1.5 Execution of Contracts

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Association must be signed by any two of its Officers or Directors. In addition, the Board may from time to time direct the manner in which and the person by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal, if any, to the document. Any Director or Officer may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

1.6 Waiver

The failure to take action to enforce any provision contained in the Act, this By-law or any of the Rules, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

2. DIRECTORS

2.1 Election and Term

The affairs of the Association shall be managed by a Board of Directors, consisting of three representatives, who need not be Members or owners of property within the BE Community. They shall be elected as herein set out and shall hold office until the election of their successors.

The Directors shall be elected by the Members. The term of office of the Directors (subject to the provisions, if any, of the Articles) shall be from the date of the meeting at which they are elected or appointed until the Annual General Meeting (AGM) two years thereafter or until their successors are elected or appointed.

All Members in good standing shall be entitled to vote for the election of Directors. The Directors shall appoint the Officers from among them to hold the individual offices of: President, Secretary, and Treasurer.

2.2 Vacancies

The office of a Director shall be vacated immediately:

- a. if the Director resigns office by written notice to the Secretary, which resignation shall be effective at the time it is received by the Secretary or at the time specified in the notice, whichever is later;
- b. if the Director dies or becomes bankrupt;
- c. if the Director is found to be incapable of managing property by a court or under Ontario law; or
- d. if, at a meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the expiration of their term of office.

2.3 Filling Vacancies

A vacancy on the Board shall be filled as follows:

- a. a quorum of Directors may fill a vacancy among the Directors;
- b. if there is not a quorum of Directors or there has been a failure to elect the minimum number of Directors set out in the Articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting, the meeting may be called by any Member;
- c. if the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by a majority vote and any Director elected to fill the vacancy shall hold office for the remainder of the removed Director's term; and
- d. the Board may fill any other vacancy by a majority vote, and the appointee shall hold office for the remainder of the unexpired portion of the term of the vacating Director. After that, the appointee shall be eligible to be elected as a Director.

2.4 Committees

Committees may be established by the Board as follows:

- a. The Board may appoint from their number a managing Director or a committee of Directors and may delegate to the managing Director or committee any of the powers of the Directors excepting those powers set out in the Act that are not permitted to be delegated; and

- b. Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

2.5 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. Directors may be reimbursed for reasonable expenses they incur in the performance of their Directors' duties;
- b. Directors may be paid remuneration and reimbursed for expenses incurred in connection with services they provide to the Corporation in their capacity other than as Directors, provided that the amount of any such remuneration or reimbursement:
 - i) is considered reasonable by the Board, and is approved by the Board for payment by resolution passed before such payment is made; and,
 - ii) is in compliance with the Conflict of Interest provisions of the Act.
- c. Notwithstanding the foregoing, no Director shall be entitled to any remuneration for services as a Director or in any other capacity as the Corporation is a not-for-profit corporation, unless the provisions of the Act and the law applicable to not-for-profit corporations are complied with.

2.6 Duties and Powers of the Board of Directors

The duties of all Directors shall be to assist in the work of the BECA Board and the Association. The following provisions will guide the activities of the Board of Directors:

- a. The Board in managing the affairs of the Association shall have the power to:
 - i) impose and collect dues from the membership;
 - ii) do all things and exercise all rights and procedures normally and properly perform the function of the managing board, provided the same be not inconsistent with any restrictions or limitations, expressed or implied, contained in the BECA By-laws; and,

subject always to the following specific condition:

- iii) that all amendments to the BECA By-laws approved by the Board shall be referred to an AGM of the members for their consideration and final ratification.
- b. Subject to and without limiting the generality of the foregoing, the Board may:
- i) call special meetings of the members whenever it deems necessary;
 - ii) pass and amend Rules from time to time;
 - iii) recommend courses of action, by-law amendments, and adoption of procedures, by the Association;
 - iv) establish, levy and collect annual and special dues and assessments against members;
 - v) retain and discharge solicitors, engineers, builders and other professional and non- professional workers;
 - vi) nominate or elect honorary and associate members;
 - vii) negotiate and contract with any relevant person, organization, governmental authority or board;
 - viii) purchase equipment and supplies for the performance of the Association's duties; and
 - ix) purchase such fire, liability and general insurance as is necessary to protect the properties and interests of the Association and to indemnify the Directors, Officers and employees of the Association;
- c. The Board shall cause to be kept all books, records, accounts, registers, rosters and other documentation reasonably necessary to record the financial operations and the state of membership of the Association and shall present a statement of the Association's affairs, including a Financial Statement at each Annual General Meeting, or at any special meeting whenever requested in writing so to do by twelve (12) members in good standing.
- d. The Board shall prepare for and present at each Annual General Meeting:
- i) a summary of the past year's activities and results; and

- ii) a recommendation for the ensuing year including a forecast of the probable expenditures of the BECA Association.

- e. The President, Secretary and Treasurer of the Board, will jointly comprise an executive committee of the Board who shall supervise the day to day operations and activities of the Association, and to whom committees of the Board shall report and be directly responsible, and shall render an account of its functions and the operations of all committees at all meetings of the Board whenever and to the extent required by any Director. The Officers may ask the immediate Past President to act in an advisory capacity for a period of one year.

3. BOARD MEETINGS

3.1 Calling of Meetings

Meetings of the Directors may be called by the President or any two Directors at any time and any place on notice as required by this by-law, provided that, for the first organizational meeting following incorporation, an incorporator or a Director may call the first meeting of the Directors by giving not less than five (5) days' notice to each Director, stating the time and place of the meeting.

3.2 Regular Meetings

The Board shall meet at least once per year. The Board may fix the place and time of regular Board meetings and send a copy of the resolution fixing the place and time of such meetings to each Director, and no other notice shall be required for any such meetings.

A majority of the Directors shall constitute a quorum for the transaction of business at any meetings of the Board. Directors who miss three consecutive Board meetings without offering regrets and reasonable reasons therefor shall forfeit their position.

All decisions of the Board shall be by simple majority and in the event of a tie the issue under consideration will be deemed not to have been approved; the President shall not have the deciding vote. Minutes shall be kept of every meeting and once minutes are approved by the Board and duly signed by the Secretary and another member of the Board, the minutes as approved shall be kept as a permanent record of the Board.

3.3 Special Meetings

Special meetings of the Board may be called by the President or any two (2) Directors.

Notice of all special meetings shall be given promptly by the Secretary and in any event, not less than seven (7) days in advance of any such meeting. Notice may be given orally, in writing or by email or other on-line means commonly in use and if any Director is not readily available, such notice may be left or given to any responsible person at the Director's place of business or at his place of residence.

In the event that the President, Secretary or Treasurer is of the *bona fide* opinion reasonably held that an emergency exists requiring the immediate attention of or action by the Board, the aforesaid provision as to notice may be dispensed with and the meeting called at such time and place as any two Officers shall agree upon.

Any action required by law to be taken at a meeting of Directors or any action which may be taken at a meeting of Directors may be taken without a meeting if the consent in writing (or by other methods including email) setting forth the action so taken shall be signed by all the Directors.

3.4 Notice

Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in Section 10 of this by-law to every Director of the Corporation not less than seven (7) days before the date that the meeting is to be held. Notice of a meeting is not necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the annual meeting of the Corporation.

3.5 Voting

Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the President shall not have a second or casting vote.

3.6 Remote Participation

If all of the Directors of the Corporation consent, a Director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting. A Director participating by such means is deemed to be present at that meeting.

4. FINANCIAL MANAGEMENT AND FUND-RAISING

4.1 Banking

The BECA shall not incur debt nor loan funds. No Director shall be paid fees for services.

Rules and policies regarding the authorization of payments, contracting of services and handling of other financial matters will be determined by the Treasurer in accordance with the By-law; as reported on a regular basis to the Board; and, as formally reported to the members at the AGM.

The Board shall by resolution from time to time designate the bank in which the money, bonds or other securities of the Association shall be placed for safekeeping.

4.2 Financial Year

The financial year of the Corporation ends on December 31 in each year or on such other date as the Board may from time to time by resolution determine.

5. OFFICERS

5.1 Officers

The Board shall appoint from among the Directors or may appoint any other person to be President, Treasurer and Secretary at its first meeting following the annual general meeting of the Corporation. The office of Treasurer and Secretary may be held by the same person and may be known as the Secretary-Treasurer. The Board may appoint such other Officers and agents as it deems necessary, and who shall have such authority and shall perform such duties as the Board may prescribe from time to time.

5.2 Office Held at Board's Discretion

Any Officer shall cease to hold office upon resolution of the Board.

5.3 Duties

Officers shall be responsible for the duties assigned to them and they may delegate to others the performance of any or all of such duties.

5.4 Duties of the President

The President shall perform the duties described in Schedule A and such other duties as may be required by law or as the Board may determine from time to time.

5.5 Duties of the Treasurer

The Treasurer shall perform the duties described in Schedule B and such other duties as may be required by law or as the Board may determine from time to time.

5.6 Duties of the Secretary

The Secretary shall perform the duties described in Schedule C and such other duties as may be required by law or as the Board may determine from time to time.

6. PROTECTION OF DIRECTORS AND OTHERS

6.1 Protection of Directors and Officers

No Director, Officer or committee member of the Corporation is be liable for the acts, neglects, or defaults, of any other Director, Officer, committee member, or employee, of the Association, or for joining in any receipt or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Association shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided that they have:

- a. complied with the Act and the Association's Articles and By-laws; and
- b. exercised their powers and discharged their duties in accordance with the Act.

7. CONFLICT OF INTEREST

7.1 Conflict of Interest

A Director who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Association shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors or vote on any resolution to approve any such contract or transaction.

7.2 Benefits

No Director shall, directly or through an associate, receive a financial benefit, through a contract or otherwise, from the Association unless the provisions of the Act and the law applicable to charitable corporations are complied with.

8. MEMBERS

8.1 Members

Only Owners may be members of the Association:

Members, being those who are Owners and have paid their annual membership fee and shown proof of general liability insurance as noted hereinbelow, shall register with the Association at the Annual General Meeting (AGM) or throughout the year; and may: (i) vote at all Board meetings; (ii) be a candidate for committees authorized by the Board; and (iii) if over 18 years of age, be a candidate for the Board of Directors.

Each Member shall obtain and maintain general liability insurance which shall include coverage for bodily injury (including death) and property damage, including loss of use thereof, with respect to the use and occupation of the Recreational Land by the Member and his guests, with a limit for any one occurrence or claim of not less than CDN \$2,000,000. Each Member shall provide evidence of such insurance to the Association (and to Ontario Power Generation) upon request, and contemporaneously with payment of his annual membership fee.

8.2 Limitations on Membership

Any person ceasing to be an Owner shall cease to be a member and shall upon demand deliver up to the Board any card, certificates or token of membership in the Association which may have been issued to him.

8.3 Proof of Membership

The Board may provide for issuance of certificates, cards or tokens evidencing membership, in such form or forms as the Board may from time to time determine, to be signed or stamped by or in the name of the President and Secretary of the Association. In the case that the Board does not issue such certificate, card or token, proof of membership would be some form of identification issued by any level of government.

At any meeting, the Board or any member thereof or any person designated by the Board, may require production of any such certificate, card, token or identification evidencing such person's right to attend or vote at such meeting.

8.4 Conditions of Membership

Membership in the Association requires compliance by all members with all the provisions of the Articles, By-laws and Rules, and entitles each member to exercise the rights accorded thereunder and always with due regard for the rights and privileges of the other members.

No member may transfer or assign his membership in the Association, and such purported transfer or assignment shall be null and void.

8.5 Use of Recreational Land

Subject to the provisions of the Act, Articles, By-laws and Rules, each Owner shall be entitled to the full use, occupancy and enjoyment of the whole or any part of the Recreational Land, provided however that no condition shall be permitted to exist, and no activity shall be carried on, upon any portion of the Recreational Land that:

- a. will result in a contravention of any term or provision set out in the Act, Articles, By-laws, Rules or any restriction, condition or covenant registered on title to the Recreational Land;
- b. is likely to damage or impair the structural integrity of the Recreational Land or other property of the Association, or to injure any person;
- c. will unreasonably interfere with the use and enjoyment by the other Owners of the Recreational Land and/or their respective lands;
- d. may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Association, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or\
- e. impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to the Act, Articles, By-laws, Rules or as may be registered on title to the Recreational Land.

8.6 Disciplinary Act or Termination of Membership for Cause

- a. Upon fifteen (15) days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action for violating any provision of the Articles or By-laws, such action to include the temporary revocation or suspension of privileges and rights enjoyed by Members.
- b. The notice shall set out the reasons for the disciplinary action or termination of membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than five (5) days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action.

9. MEMBERS' MEETINGS

9.1 Annual General Meeting (AGM)

The BECA shall hold an Annual General Meeting. The AGM shall be held on a day and at a place within the Township of McNab/Braeside or any neighbouring Township, as fixed by the Board. Any Member, upon request, shall be provided, not less than ten (10) days before the annual meeting, with an electronic copy of the approved financial statements, auditor's report or review engagement report and other financial information required by the Articles or By-laws.

- a. The BECA shall hold an Annual General Meeting (AGM), no later than March 30 in each year.
- b. Notice of the AGM will be posted on the Association's website, and shall be delivered electronically to voting Association members at least seven (7) days before the meeting. For the purpose of sending notice electronically to voting members, the contact information shall be the last email contact information on record with the BECA.
- c. The AGM shall include at least the following items, to be listed on the agenda: President's report of the Board's and the Association's activities; the Treasurer's report; nominations and election of Directors; and a discussion period for members to ask questions, raise concerns or propose ideas.
- d. Registration of attending members will take place beginning 30 minutes before the AGM.

The business transacted at the annual meeting shall include:

- a. receipt of the agenda;
- b. receipt of the minutes of the previous annual and subsequent special meetings;
- c. consideration of the financial statements;
- d. report of the auditor or person who has been appointed to conduct a review engagement;
- e. reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
- f. election of Directors; and,

- g. such other or special business as may be set out in the notice of meeting.

No other item of business shall be included on the agenda for annual meeting unless a Member's proposal has been given to the Secretary prior to the giving of notice of the AGM in accordance with the Act, so that such item of new business can be included in the notice of the AGM.

If at any Annual General Meeting of the Association the business thereof shall not be completed by 10:00 p.m., the President shall have the right to adjourn the meeting and either fix a time and place for the completion thereof or to require the Board to notify members of the time and place to be fixed for such completion, but such time shall be not later than thirty (30) days after the date of such adjourned meeting

Annual General Meetings of the members may be called by any two (2) of the President, Secretary, Treasurer or by any person or persons entitled to cast in the aggregate of eight (8) votes on any matter at an AGM, provided that in the event of any such request from the members, there shall be lodged with the Secretary a brief written statement of the reason or reasons for the calling of such Special Meeting and in the case of members, a petition with the eight (8) names as specified above. This statement shall be set out in the Agenda accompanying the notice of the meeting.

Any Members proposing to table a resolution at any meeting shall deliver a draft thereof to the Secretary at least ten (10) days prior to the date of the meeting provided that the President may, if the circumstances appear to him or her to warrant it, waive this requirement and may permit the tabling of any resolution notwithstanding.

9.2 Special Meetings

The Directors may call a Special Meeting of the Members. The Board shall convene a Special Meeting on written requisition of not less than eight (8) Members for any purpose connected with the affairs of the Association that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within twenty-one (21) days from the date of the deposit of the requisition.

9.3 Notice

Subject to the Act, not less than seven (7) days' written notice of any Special Members' meeting shall be given in the manner specified in the Act to each Member and to the auditor or person appointed to conduct a review engagement. Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken.

Every notice of any meeting shall be accompanied by a general Agenda briefly setting forth the matters proposed to be tabled, discussed and voted upon, provided always that the President may alter the Agenda, if in his opinion there are reasonable causes for so doing. If challenged by any voting member, such alteration of the Agenda shall only be allowed upon a majority vote in support thereof.

9.4 Quorum

A quorum shall be considered constituted at an Annual or Special meeting if the number of members exceeds the number of Directors present.

9.5 Chair of the Meeting

The chair shall be the President or in the President's absence, the Members present at any Members' meeting shall choose another Director as chair and if no Director is present or if all of the Directors present decline to act as chair, the Members present shall choose one of their number to chair the meeting.

9.6 Voting of Members

Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the Act or the By-law, provided that:

- a. Only registered and eligible BECA members may be nominated.
- b. No BECA members shall nominate themselves.
- c. Every nomination must be accepted before being seconded.
- d. Nominations will only be accepted from the floor.
- e. Voting, if required, shall be by show of hands. Proxies are prohibited.
- f. Elections shall be for three Directors.
- g. Each Member shall be entitled to one vote at any meeting.
- h. An abstention shall not be considered a vote cast.
- i. Before or after a show of hands has been taken on any question, the chair of the meeting may require, or any Member may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct.
- j. If there is a tie vote, the chair of the meeting shall require a written ballot and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion shall be deemed lost.

9.7 Voting Rights and Privileges

Notwithstanding that all Members shall have the right to express opinions at and to support or oppose resolutions, proposals or By-Laws placed before any general or

special meeting of the Association, voting rights shall be determined as defined hereunder.

- a. One Owner for each Lot may cast one vote at or in connection with any meeting of the Association.
- b. Matters which create a new expenditure or obligation by an amount in excess of \$3,000.00 in the total in any fiscal year or change membership fees to exceed \$333.33 (but not fees for participation in an activity), shall when voted upon by the membership at large, require an affirmative vote of two-thirds of the votes cast.
- c. Notwithstanding any other provisions of this By-Law, voting rights shall exist only for Owners whose annual membership fees have been paid and are then current Members.
- d. The Board may from time to time make such regulations not contrary to the Association's By-Laws as they deem advisable in regard to evidence of the right to vote, the appointment and the duties of vote inspectors and generally such other matters as may relate to voting procedures.

9.8 Adjournments

The chair of a meeting may, with the majority consent of any Members' meeting, adjourn the same from time to time and no notice of such adjournment need be given to the Members, unless the meeting is adjourned by one or more adjournments for an aggregate of thirty (30) days or more. 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.

9.9 Persons Entitled to be Present

The only persons entitled to attend a Members' meeting are the Members, the Directors, the auditors of the Corporation (or the person who has been appointed to conduct a review engagement, if any) and others who are entitled or required under any provision of the Act or the Articles to be present at the meeting. Any other person may be admitted only if invited by the chair of the meeting or with the majority consent of the Members present at the meeting.

9.10 Amendment to Rules Concerning Meetings

The Board may make such regulations not contrary to the Act, Articles or this By-Law as it deems advisable for any meeting of members concerning the calling, holding and disposition of meetings, and such regulations shall be binding on the Association and its Members.

10. NOTICES

10.1 Service

Any notice required to be sent to any Member or Director or to the auditor or person who has been appointed to conduct a review engagement shall be provided by telephone, delivered personally, or sent by prepaid mail, facsimile, email or other electronic means to any such Member or Director at their latest address as shown in the records of the Corporation and to the auditor or the person who has been appointed to conduct a review engagement at its business address, or if no address be given then to the last address of such Member or Director known to the Secretary; 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 thereto.

10.2 Computation of Time

Where a given number of days' notice or notice extending over any period is required to be given, 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.

10.3 Error or Omission in Giving Notice

No error or accidental omission in giving notice of any Board meeting or any Members' meeting shall invalidate the meeting or make void any proceedings taken at the meeting.

11. ADOPTION AND AMENDMENT OF BY-LAWS

11.1 Amendments to By-laws

The Members may from time to time amend this By-law by a majority of the votes cast. Any proposed amendment must be submitted in writing to the Board, signed by the proposer and 5 other eligible voting members. The Board may also propose amendments, provided that:

- a. the Board may enact special resolutions to govern the BECA until such time as the proposed amendments have been ratified at the next AGM;
- b. advance notice of fourteen (14) days, including a statement of proposed amendment(s), must be delivered to all Members; and
- c. all By-law amendments (except clerical errors) must be ratified at an AGM. For an amendment to be passed, fifty percent (50%) plus one of the voting BECA Members present at the meeting must vote in favour of each amendment.

Enacted this 20th day of October, 2020.

Susan Anglin, President, BECA

David Kippen, Treasurer, BECA

Connie Downes, Secretary, BECA

SCHEDULE A - PRESIDENT

Role Statement

The President provides leadership to the Board, ensures the integrity of the Board's process and serves to represent the Board to outside parties. The President coordinates Board activities in fulfilling its governance responsibilities and facilitates cooperative relationships among Directors and between the Board and senior management, if any, of the Association. The President ensures the Board discusses all matters relating to the Board's mandate.

Responsibilities

The PRESIDENT shall:

- a) supervise and coordinate the affairs of the Board;
- b) chair any Board, Special, or Annual General, Meetings, or arrange for an alternate Officer to chair any meeting. The President shall also provide an agenda for any of these meetings with the input and support of the Officers and a majority of the Board;
- c) act as an official spokesperson of the Association, except when another Director is designated by the Board to act as spokesperson;
- d) present a report on the activities of the Board and the BECA at the AGM;
- e) co-sign all minutes and official documents as required along with one or more designated Officers and with the support of a majority of the BECA Board.

SCHEDULE B - TREASURER

Role Statement

The Treasurer works collaboratively with the President and the Officers to support the Board in achieving its fiduciary responsibilities, namely:

- a. maintain an accurate, up-to-date record of Association membership registrations received;
- b. maintain an accurate record of the membership registration fees received;
- c. establish and maintain an account at a bank or trust company for the Association;
- d. co-sign, along with one other of the Officers, all cheques and financial transactions requiring signatures;
- e. maintain an accurate record of expenditures and ensure that any payment authorized by the Board is made in a timely manner;
- f. prepare, as required, a financial statement for the information of the Board; and
- g. prepare, for the Board's approval, annual financial statements of funds received and expenditures made, and deliver to the Board together with a proposed budget for the subsequent year, to be presented to the Board for their approval at least thirty (30) days prior to the AGM.

Responsibilities

Custody of Funds

The Treasurer shall have the custody of the funds and securities of the Association and shall keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the Association in the books belonging to the Association and shall deposit all monies, securities and other valuable effects in the name and to the credit of the Association in such chartered bank or trust company, or, in the case of securities, in such registered dealer in securities as may be designated by the Board from time to time. The Treasurer shall disburse the funds of the Association as may be directed by proper authority taking proper vouchers for such disbursements and shall render to the President and Directors at the regular meeting of the Board, or whenever they may require it, an accounting of all the transactions and a statement of the financial position, of the Association. The Treasurer shall also perform such other duties as may from time to time be directed by the Board.

SCHEDULE C - SECRETARY

Role Statement

The Secretary works collaboratively with the President to support the Board in fulfilling its fiduciary responsibilities.

- a. prepare the minutes of all meetings and provide draft copies to all Directors;
- b. after approval by the Board, the minutes of each Board meeting shall be signed by the Secretary and one other Officer and shall be kept as a permanent record;
- c. keep up-to-date on Association memberships in co-operation with the Treasurer;
- d. receive correspondence on behalf of the Board and the Association; and
- e. maintain a record of Committee members and the progress of committee activities.

Responsibilities

Board Conduct

Support the President in maintaining a high standard for Board conduct and uphold policies and the By-laws regarding Directors' conduct, with particular emphasis on fiduciary responsibilities.

Document Management

Keep a roll of the names and addresses of the Members. Ensure the proper recording and maintenance of minutes of all meetings of the Association, the Board and Board committees. Attend to correspondence on behalf of the Board. Have custody of all minute books, documents, registers and the seal of the Corporation and ensure that they are maintained as required by law. Ensure that all reports are prepared and filed as required by law or requested by the Board.

Meetings

Give such notice as required by the By-Laws of all meetings of the Corporation, the Board and Board committees. Attend all meetings of the Association, the Board and Board committees.

SCHEDULE D: COMMUNITY DESIGN COVENANTS

The design and construction of all dwellings within the BE Community shall respect the following Community Design Covenants. KDSA Development Corp. (“KDSA”) shall have the right to enforce such covenants until December 31st, 2024 (or prior to such date should KDSA notify the Association in writing that it has transferred such authority to the Association); thereafter the Association shall become responsible to enforce the Covenants or to permit Owners to deviate from such Covenants. Commencing on January 1st, 2025, the Association shall have the power to change the Community Design Covenants, provided that two-thirds (2/3) of the Members vote in favour of the proposed changes at a duly constituted meeting of the Members.

The Community Design Covenants are as follows:

1. regarding dwelling and accessory building construction, only the following exterior finishes shall be permitted: real wood and wood-composite siding products, stone and stone veneer. Siding styles may be board and batten, shingles, horizontal and vertical siding. If the Owner wishes to use another siding product, the product selection must be approved as noted above before the material is purchased;
2. the exterior finish shall be installed and completed within a period of 24 months from the date of issuance of the building permit for the dwelling;
3. the colours on the house body exterior will complement the natural background. These include more neutral tones such as beige, taupe, brown, rust, red, grey, dark green, muted blues, craftsman colours and natural wood shades. Doors and trim colours may be more vibrant. Roofing materials are not restricted, but colours must complement and conform to the same natural tones;
4. personal vehicles and other recreational equipment may be stored outside but may not be covered with brightly coloured plastic, fabric or tarpaulin material;
5. outdoor parking or storage of buses, commercial vehicles, industrial equipment, unlicensed or inoperable vehicles or equipment, scrap materials, etc. is prohibited;
6. propane, fuel and other tanks and storage containers must be shielded from all neighbours' views and must not be visible from the public road;

7. antennae and other towers greater than 6 metres in height, and satellite dishes greater than 1 metre in diameter, shall require the prior written approval of KDSA or the Association, as the case may be;
8. roof-top solar installations are permitted, provided that solar or wind installations which protrude above the tree canopy and large Solar Grids are not permitted, unless the Owner receives written approval as noted above; and
9. fences are permitted only for pet enclosures and safety purposes around pools, decks and hazardous areas, and as otherwise approved. Long fences along the lot-lines are not permitted, as they act as a deterrent to the passage of wildlife.