

# CRESCENT HEIGHTS COMMUNITY ASSOCIATION

## BY-LAWS

### DEFINITIONS

1. In these By-laws:

- (a) "Act" means the *Societies Act*, R.S.A. 2000, c. S-14, as from time to time amended and every statute that may be substituted therefore and, in the case of such substitution, any references in the By-laws to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute(s);
- (b) "Annual General Meeting" means the annual meeting of the Members described in Clause 62.
- (c) "Association" means the Crescent Heights Community Association;
- (d) "appoint" includes "elect" and vice versa;
- (e) "Board" means the board of directors of the Association;
- (f) "By-laws" means these by-laws and all other by-laws that regulate the activities or affairs of the Association from time to time in force and effect;
- (g) "Chairperson" means, with respect to a meeting of the Association or the Board, the President of the Association or, in the absence of the President, the Secretary of the Association or such other member of the Board as may be designated by the Majority Vote of the Board for that meeting.
- (h) "contributions" means money, goods or services or a promise or pledge to give money, goods or services;
- (i) "Director" means a Member elected or appointed to the Board;
- (j) "Executive" means the executive committee of the Board, being the President, the Secretary and the Treasurer;
- (k) "Facility" refers to the Crescent Heights Community Association Facility located at 1101 2<sup>nd</sup> Street N.W. in Calgary, Alberta, Canada;
- (l) "good standing" means that the Member has paid their membership fees or had them waived in accordance with Section 5 and has complied with all other requirements the Board has fixed for all Members, provided the Board has provided at least two (2) months' notice of such requirements;
- (m) "Majority Vote" means more than 50% of the votes cast by voting Members or Directors eligible to vote who are present at the applicable meeting of the Association or the Board, as applicable, except as otherwise noted in these By-laws;
- (n) "meeting of the Association" includes an annual and a special meeting of Members;
- (o) "Member" means an individual who becomes a member of the Association in accordance with Section 3, who has not withdrawn from membership, nor been suspended, nor been expelled from the Association.
- (p) "Officer" means a Director who is a member of the Executive;
- (q) "Past President" means, from time to time, the person who held office of President immediate prior to the current President;

- (r) "Policies and Procedures" means the administrative rules and practices created and amended by the Board from time to time with respect to the management and governance of the Association and the Facility, which rules and practices may elaborate on, but not be inconsistent with, these By-Laws.
- (s) "solicitation" has the meaning given to it in the *Charitable Fund-raising Act*, R.S.A. 2000, c. C-9, as amended from time to time; and
- (t) "Special Resolution" has the meaning given to it in the Act.

#### **INTERPRETATION:**

2. In these By-laws:
  - a) the singular shall include the plural, and the plural shall include the singular;
  - b) the word "person" shall include corporations and associations;
  - c) The masculine shall include the feminine and vice versa;
  - d) a capitalized derivative of a defined term shall have a corresponding meaning;
  - e) any reference to a specific number of days prior to a meeting shall not include the day of the applicable meeting;
  - f) any reference to any statute or any section thereof shall be deemed to extend and apply to any amendment to such statute or section, as the case may be and any regulations made or promulgated thereunder.

#### **MEMBERSHIP**

3. Any individual who is a resident within the boundaries of Crescent Heights may become a Member on application to the Association and upon payment of the applicable fee.
4. Membership fees, if any, in the Association shall be determined, from time to time, by the members of the Board.
5. The Board may waive the membership fee in individual cases due to financial hardship.
6. Any Member wishing to withdraw from membership may do so upon a notice in writing to the Board but there shall be no reimbursement of Membership fees previously paid. If any Member is in arrears for fees or assessments for any year, such Member shall be automatically suspended at the expiration of one (1) month from the end of such year and shall thereafter be entitled to no membership privileges or powers in the Society until reinstated.
7. The Members of the Association shall at all times observe and be bound by the provisions of the application for incorporation, including the stated objectives of the Association, and the By-laws from time to time governing, issued to or lawfully adopted by the Association. In relation to the affairs of the Association, each Member, and any person appointed by or representing such Member for any purpose, shall act in conformity with such application and By-laws or authority conferred pursuant thereto.
8. Any Member in good standing shall be eligible to any office in the Association.

9. Membership is not assignable.

### **SUSPENSION AND EXPULSION OF MEMBERS**

10. Any Member, upon a majority vote of all Members of the Board, may be expelled from membership for any cause which the Board may deem reasonable including, but not limited to:
- a) the Member has failed to abide by the requirements of these By-laws;
  - b) the Member has disrupted meetings or functions of the Association; or
  - c) the actions of omissions of the Member have harmed the Association;
- and any such expelled Member may not apply for membership for a period of one (1) year from being expelled, or may upon written application for reinstatement to the Association, be reinstated at any General Meeting if the reinstatement is approved by a majority of two-thirds of those votes cast by Voting Members who are present at the meeting.
11. The Board shall use the following process to notify a Member if it is considering the potential suspension or expulsion of that Member:
- a) the Board shall serve written notice to that Member of the Board's intention to consider the potential suspension or expulsion of that Member at least fourteen days prior to the meeting of the Board at which that matter is to be determined;
  - b) that notice shall include the reasons why the Board is considering the potential suspension or expulsion of that Member from the Association; and
  - c) that notice shall either be sent by single registered mail to the last known address of that Member shown in the records of the Association or delivered by two Officers to that address.
12. A Member being considered for suspension or expulsion from the Association shall have an opportunity to submit a written statement to the Board and to appear before the Board at the applicable meeting to address the matter. That Member may be accompanied by another person if the Member attends that meeting of the Board.
13. The Board shall determine the manner in which the potential suspension or expulsion of the Member will be handled and may limit the time given to the Member to address the Board about the matter. The Board may exclude the Member from its final discussion of the matter, including the vote on the matter.
14. There shall be no reimbursement of membership fees previously paid by any suspended or expelled Member.

### **DIRECTORS**

15. The Directors elected at annual meetings of the Members of the Association shall form a Board and shall serve for a term of one (1) year, or until such time as their successors are elected and installed, whichever is earliest.
16. The Board shall submit its proposed slate of nominees (taking into account the recommendation of the nomination committee, if one exists) along with the notice of the annual meeting.

17. Further nominations for the Board may be made at the Annual General Meeting by any Voting Member from those Voting Members also present at the Annual General Meeting. Insofar as an election is not by acclamation, the outcome of the elections shall be determined by a plurality vote, such that the Voting Members who receive the most votes are elected to the Board.
18. The Board shall consist of a minimum of five (5) and a maximum of twelve (12) Directors.
19. A person appointed or elected a Director becomes a Director if they were present at the meeting when being appointed or elected, and did not refuse the appointment. They may also become a Director if they were not present at the meeting but consented in writing to act as a Director before the appointment or election, or within ten (10) days after the appointment or election, or if they acted in such capacity pursuant to the appointment or election.
20. Any vacancy occurring during the year may be filled by a person chosen by the Board until the next annual meeting of the Members.
21. Subject to the Act, the By-laws or directions given it by a vote at any meeting of the Members of the Association properly called and constituted, the Board shall manage or supervise the management of the affairs of the Association. Notwithstanding a vacancy among the Directors, a quorum of Directors may exercise all the powers of the Directors.
22. No Director may serve more than six (6) consecutive terms in the same position without the unanimous consent of the Board.
23. Directors shall serve without remuneration and no Director shall directly or indirectly receive any profit for acting as a Director, provided that a Director may be paid reasonable expenses incurred by the Director in the performance of the applicable Board duties (subject to Section 74).
24. No Director or Directors shall take it upon themselves to commit the time, resources or finances of the Association, the Board or, if applicable the Association's staff without prior approval of that commitment by a Majority of the Board.

#### REMOVAL OF A DIRECTOR

25. Any Director, upon a majority vote of all Members present at a meeting of the Members, may be removed from office if the Director resigns by giving notice in writing, or if the Director is absent for more than 3 successive meetings of the Board if the Board determines by Majority Vote that such Director be removed from the Board.
26. In addition to Clause 21, the Board shall have the power by two-thirds majority of the votes cast by the Directors present at the applicable Board meeting to remove any Director from office for any cause the Association deems reasonable, including but not limited to, the Director
  - a) fails to act in concert with the goal and resolutions of the Board;
  - b) whose conduct is determined to be improper, unbecoming or likely to discredit or endanger the interest or reputation of the Association;
  - c) willfully breaches these By-laws or any Policies or Procedures of the Association.
27. No Director shall be removed from the Board without having been notified in writing of the applicable charge or complaint and without having been given the opportunity to be heard or to

submit a statement in writing at the Board meeting called for that purpose. That Director may be accompanied by another person if such Director attends that meeting of the Board.

## **POWERS AND DUTIES OF THE BOARD**

28. The Board shall have and exercise all the powers of the Association as fully and completely as the Association could at a General Meeting, subject always to the provisions of these By-Laws and the Act. Subject to the foregoing, the powers and duties of the Directors shall include (but not be limited to):
- a) promoting the objects of the Association;
  - b) promoting Membership in the Association;
  - c) issuing Memberships in the Association and collecting the associated Membership fees;
  - d) holding meetings as herein set forth;
  - e) maintaining and protecting the assets and property of the Association;
  - f) making Policies and Procedures from time to time for the operating of the Association and the Facility, with such Policies and Procedures being recorded in an organized manner in the Association's records;
  - g) approving an annual budget for the Association;
  - h) paying all expenses and receiving all revenues respecting the operation and management of the Association;
  - i) undertaking, through whatever means the Board determines is advisable, to further the financial position of the Association, including fundraising activities, and to make whatever expenditures are necessary to carry out its activities;
  - j) appointing Officers, if the Directors have not been elected to specific positions on the Board at a General Meeting, appointing agents, and authorizing the employment of such persons as the Board deems necessary, provided that such Officers, agents and employees shall have the authority and shall perform the duties as may be assigned by the Board;
  - k) ensuring that all books and records of the Association required to be created and maintained by these By-laws, by the Act, or by any other applicable statute or law are regularly and property kept, including an updated register of Members;
  - l) ensuring that all policies of insurance required to be maintained by the Act and any other applicable statute or law are acquired and maintained;
  - m) causing minutes to be kept of each General Meeting and each meeting of the Board;
  - n) managing, selling, leasing, disposing or otherwise dealing with the property of the Association, and entering into contracts on behalf of the Association; and
  - o) filing such returns, reports and other materials as are required to be submitted under the Act and any other applicable statute or law.

## **BOARD MEETINGS**

29. Meetings of the Board shall be held as often as may be required, but shall be held at least eight (8) times a year, and shall be called and chaired by the President. A special meeting of the Board may be called on the instructions of at least fifty (50) Members in good standing provided they give a written request to the President to call such meeting and state the business to be brought before the meeting. A special meeting of the Board may also be called on the request of at least three (3) members of the Board, provided they give a written request to the President to call such meeting and state the business to be brought before the meeting.
30. All meetings of the Board shall be called by not less than ten (10) days notice in writing mailed to each Director, or by three (3) days' notice by email or telephone.
31. The quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Directors holding office and having the right to vote at such meeting, or such greater number of Directors as the Board may from time to time determine.
32. Meetings of the Board shall be held without notice if a quorum of the Board is present; provided however, that any business transacted at such meeting shall be ratified at the next regularly called meeting of the Board or shall be null and void.
33. Questions arising at any meeting of the Board shall be decided by a majority of votes, and in the event of any equality of votes, the President shall be entitled to a second or casting vote.
34. Any matter to be decided at a Board meeting may be decided upon by written resolution of the Directors provided all of the Directors entitled to vote on such a matter have executed the written resolution.
35. Meetings of Directors may be conducted by telephone or other technology provided proper notice of such meeting has been given in accordance with these By-laws; and provided all Directors participating in such meeting are able to communicate effectively.
36. Each meeting of the Board shall be open to any Member, except that all or part of any meeting may be closed by a two-thirds majority of the votes cast by the Directors present at that meeting. Members attending the meeting who are not Directors are non-voting and require invitation by the Board to speak.

## **OFFICERS**

37. The Board may from time to time, appoint a President, a Secretary and a Treasurer, and such other Officers as the Board may determine.
38. The Board may from time to time, in accordance with these By-Laws and subject to the Act, create, vary or limit the powers and duties of any Officer of the Association, and delegate such powers and duties to such Officers, to manage the affairs of the Association. Officers may delegate their duties but shall remain responsible for the same.
39. Subject to approval by the Board, an Officer of the Association may appoint any person to assist such Officer with his/her duties as an Officer of the Association Society. Any of the powers and duties of an Officer of the Association to whom an assistant has been appointed, may be exercised and performed by such assistant, unless the Board otherwise directs.
40. If the office of any Officer of the Association shall be or become vacant by reason of death,

resignation, disqualification or otherwise, the Board may appoint a person to fill such vacancy.

41. An Officer of the Association shall be subject to removal by the Board at any time, with or without cause, notwithstanding any agreement to the contrary.
42. An Officer may hold more than one office.

### **PRESIDENT**

43. The President shall chair, when present, all meetings of the Board and all meetings of the Association.

### **PAST-PRESIDENT**

44. The individual that last served as President for at least eleven months shall hold the office of Past-President.
45. The Past-President need not be a Director. The Past-President shall be entitled to attend meetings of the Board but may only vote on matters if the Past-President is also a Director.

### **SECRETARY**

46. 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. In case of the absence of the Secretary, his/her duties shall be discharged by such Officer as may be appointed by the Board.
47. The Secretary shall be responsible for all of the correspondence of the Association and be under the direction of the President and the Board.
48. The Secretary shall be responsible for the record of all the Members of the Association and their addresses, and to provide all notices of the various meetings as required.
49. The Secretary shall file the annual return, the audited financial statements, any Special Resolutions, any changes in Directors, amendments to the By-laws and other incorporating documents with the Corporate Registry or any other applicable regulatory body as required by the Act or other applicable statute or law;
50. The Secretary shall be member of the Executive and the Board;
51. The Secretary shall stand in the place of and serve in the capacity of the President in the absence of the President.

### **TREASURER**

52. The Treasurer or his/her nominee shall receive all monies paid to the Society and be responsible for the deposit of same in whatever Bank, Trust Company, Credit Union or Treasury Branch the Board may order. He/she shall properly account for the funds of the Association and keep such books as may be directed. He/she shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the annual meeting of the Members of the Association a prepared statement of the financial position of the Association.
53. From time to time a finance committee shall be constituted consisting of the Treasurer and other

Board members as determined by the Board. The finance committee shall be responsible for setting a budget, to be approved by the Board and arranging for the audit of the books of the Association.

54. At the Board's direction, monies may be held in any Canada Deposit Insurance Corporation insured investment.
55. The Treasurer shall be a member of the Executive and the Board;
56. The Treasurer shall stand in the place of and serve in the capacity of the President in the absence of the Secretary and the President.

### **COMMITTEES**

57. The Board may from time to time establish a committee to investigate and advise the Board on any matter arising.

### **AGENTS AND ATTORNEYS**

58. The Association, by or under the authority of the Board, shall have powers from time to time to appoint agents or attorneys for the Association with such powers (including the power to sub-delegate management, administration or otherwise) as the Board considers fit.

### **CONFLICT OF INTEREST**

59. Each Director and Officer is required to act in the best interests of the Association and avoid any conflict of interest.
60. A Director or Officer shall not be disqualified from his office, or be required to vacate his office, by reason only that he or she is a party to, or is a director or officer or has a material interest in any person who is a party to, a material contract or material transaction or proposed material contract or proposed material transaction with the Association. Such a Director or Officer shall, however, disclose in writing to the Association or request to have entered in the minutes of the meetings of Directors, the nature and extent of his/her interest in the contract or transaction or proposed contract or proposed transaction at the earliest possible opportunity.
61. A contract or transaction referred to in this Section shall not be void or voidable by reason only of the Director's interest therein, provided that the required declaration and disclosure of interest is properly made, the contract or transaction is approved by the Directors, if necessary, and it was fair and reasonable to the Association at the time it was approved and, if the Director refrains from voting as a Director on the contract or transaction.

### **ASSOCIATION MEETINGS**

62. The Members of the Association shall hold an Annual General Meeting at such time and such date in each year and at such place as the Board may determine from time to time, of which notice in writing to the last known address of each Member shall be delivered in the mail, not less than 21 days prior to the date of the meeting, for the purpose of electing Directors and for the transaction of such other business as may properly be brought before the meeting.
63. Special meetings of the Association may be called at any time by the Secretary upon the instructions of the President or the Board, and shall be called by the President or Secretary upon receipt of a petition signed by at least fifty (50) Members in good standing, setting forth the



reasons for calling such meeting. Written notice of a special meeting, together with any reasons for the special meeting, shall be sent to the last known address of each Member, delivered in the mail not less than ten (10) days prior to the date of such meeting or in a periodic publication of the Society, provided the same is delivered or made available to most Members.

64. Notwithstanding Sections 62 and 63 written notice may be provided by electronic mail or notification in the Community Newsletter.
65. Twenty Five (25) Members in good standing shall constitute a quorum at any meeting of the Association. If a quorum of Members is present at the opening of any such meeting, the Members present may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the opening of such meeting, the Members present may adjourn the meeting to a fixed time and place, but may not transact any other business.
66. Except as otherwise required by the Act or these By-laws, any matter to be decided at a meeting of the Association shall be decided by a majority of votes cast by Members present in person, registered on the Association's membership roster and entitled to vote at that meeting, and in the case of an equality of votes, the person chairing the meeting shall be entitled to cast an additional or casting vote. All votes shall, unless the chairperson elects to call for a ballot, or a resolution calling for a ballot is approved, be determined by a show of hands.
67. Any matter to be decided at a meeting of the Association may be decided upon by written resolution of the Members provided all of the Members have executed the written resolution.
68. Any Member shall have the right to attend and vote at any meeting of the Association.
69. Members under the age of 18 years shall have the right to attend, but not the right to vote, at any meeting of the Association.
70. Any resident of Crescent Heights Community may attend at any meeting of the Association. However, any member of the public who is not a Member may not vote at any meeting of the Association. The Board may determine the manner by which Members may vote by proxy, if at all.

## **FINANCE AND AUDITING**

71. Audited financial statements for the previous year shall be submitted at the annual meeting of the Association. The fiscal year of the Association in each year shall end on December 31. The financial statements of the Association shall be audited by a recognized firm of chartered accountants who shall be appointed at a meeting of the Association, at such remuneration as may be fixed by the Board.
72. The books and records of the Association may be inspected by any Member at the annual meeting of the Members of the Association or at any time upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of same. Each member of the Board shall at all times have access to such books and records.
73. Acceptance and approval of the budget is approval of any expenditure therein.
74. Approval by a simple majority of the Board is required for:
  - a) any single expenditure not included in the approved budget that exceeds \$300.00;

- b) any single expenditure included in the approved budget that is anticipated to be over-expended by the greater of \$300.00 or 10% of the amount included in the approved budget for that expenditure.

75. Notwithstanding clauses contained herein, the Board may proceed with an expenditure for which approval is required insofar as the expenditure is required in an emergency situation to protect the Facility, provided that such expenditure is then ratified as soon as feasible under Clause 71.

### **IRREGULARITIES**

76. Irregularities in the notice of a meeting of the Association or in the giving thereof or the non-receipt of any notice by any Member or Members, shall not invalidate any resolution passed or any proceeding taken at any such meeting, nor shall it prevent the holding of such a meeting.

### **REMUNERATION**

77. Unless authorized at any meeting of the Association and after notice of same shall have been given, no Director or Officer of the Association shall receive any remuneration for his/her services as a Director or Officer of the Association; provided, however, that the Association may reimburse a Director or Officer out of pocket expenses incurred on behalf of the Association, as approved by the Board from time to time, with any expense in excess of \$300 to be subject to pre-approval by the Board.

### **DONATIONS**

78. Subject to the Act, and unless otherwise provided in the By-laws, the Association may acquire, by solicitation or otherwise, donation and other funds to be used and dealt with for the legitimate objects of the Association, as follows:
- (a) targeted, project-based funds, wherein the donor may dictate a specific project approved by the Board for the funds;
  - (b) general funds, wherein the Board shall be responsible for the disbursement of funds as the Board deems fit; and
  - (c) such other funds or contributions as the Board may from time to time determine.
79. In all events, the acceptance of the donations acquired by the Association pursuant to Section 78, and the terms upon which such funds are to be dealt with, shall be in the absolute and unfettered discretion of the Board.

### **BORROWING POWERS**

80. The Association may not borrow any funds.

### **ARBITRATION**

81. In the event that a dispute arises out of the affairs of the Association and between any Members of the Association or between
- (a) a Member or a person who is aggrieved and who has for not more than 6 months ceased to be a Member, or

- (b) a person claiming through the Member or aggrieved person or claiming under the By-laws,

and the Association or a Director or Officer, shall be decided by arbitration, which shall be under the *Arbitration Act* (Alberta).

82. A decision made pursuant to arbitration is binding on all parties and may be enforced on application to the Court of Queen's Bench, and unless otherwise provided in the By-laws, there is no right of appeal.

### **EXECUTING DOCUMENTS**

83. Any deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Association, whether under the Association's seal or not, may be signed by any two (2) of its Officers or Directors. The Board may also from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the Association's seal to the document. All cheques and other financial instruments must be signed by any two of the Executive, being the President, the Treasurer and the Secretary. The Board shall be free to determine other Directors who will have signing authority.

### **DUTY AND STANDARD OF CARE**

84. Every Director and Office of the Association in exercising his or her powers and discharging his or her duties shall:

- (a) act honestly and in good faith with a view to the best interests of the Association; and
- (b) exercise the care, diligence and skill that a reasonable and prudent person would exercise in comparable circumstances.

85. Each Director of the Association shall be deemed to have assumed office on the express understanding, agreement and condition that each Director, former Director and any person acting as a designated representative of the Association (and the respective heirs, executors administrators of estate of each such person) shall from time to time and at all times be indemnified and saved harmless by the Association from and against:

- (a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against that person for or in respect of any act, omission, decision or matter whatsoever in or about the performance of that person's duties;
- (b) all other related costs, charges and expenses in respect to any such act, omission, decision or matter, including, without limitation, reasonable legal costs on a solicitor and its own client basis.

However, the indemnification shall not apply in so far as the act, omission, decision, matter or those costs, charges or expenses pertains or results from the fraud, dishonesty or bad faith of that person. The Board shall acquire and maintain such insurance coverage as the Board reasonably regards as appropriate to enable the Association to fulfill the responsibilities set forth in this clause.

86. No Director shall be liable for:

- (a) any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association shall be placed or invested;
- (b) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or with which any monies, securities or effects shall be lodged or deposited;
- (c) any loss, conversion, misapplication or misappropriation of monies, securities or effects or any damage resulting from any dealings with any monies, securities or other assets of or belonging to the Association; or
- (d) any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto;

unless the same shall happen by or through his or her failure to exercise the powers and to discharge the duties of his or her office honestly and in good faith.

#### **INDEMNITY OF DIRECTORS AND OFFICERS**

87. Except in respect of an action by or on behalf of the Association against a Director or Officer to procure a judgement in the Association's favour, the Association shall indemnify a Director or Officer, his or her heirs, executors, administrators and assigns against all actions, claims, costs (including legal costs on a solicitor and his own client basis) charges and expenses and other liabilities including any amount paid to settle an action or satisfy a judgement, reasonably incurred by the Director or Officer in respect of any civil, criminal or administrative action or proceeding to which the Director or Officer is made a party by reason of having been a Director or Officer of the Association, if:
- (a) the Director or Officer acted honestly and in good faith with a view to the best interests of the Association, and
  - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director or Officer had reasonable grounds for believing that the Director or Officer's conduct was lawful.

#### **INSURANCE**

88. The Association may purchase and maintain insurance, to the extent reasonably available, for the benefit of any Director or Officer against any liability incurred by him or her in his or her capacity as such Director or Officer, except when the liability relates to his or her failure to act honestly and in good faith.

#### **AMENDMENT OF BYLAWS**

89. No amendment of or addition to the By-laws shall be made except by a Special Resolution of the Association, and no amendment or addition shall be effective if it would cause the revocation of the Association's status as a registered Association.

#### **DISTRIBUTION OF PROPERTY**

90. Upon the dissolution of the Association and after payment of all debts and liabilities, the

Association's remaining property shall be distributed or disposed of to charities registered under the Income Tax Act (Canada), in Canada.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature:	Address: <i>(including postal code)</i>
Print Name:	

Signature:	Address: <i>(including postal code)</i>
Print Name:	

Signature:	Address: <i>(including postal code)</i>
Print Name:	

Signature:	Address: <i>(including postal code)</i>
Print Name:	

Signature:	Address: <i>(including postal code)</i>
Print Name:	

<b>WITNESS</b>	Address: <i>(including postal code)</i>
Signature:	