

GENERAL BY-LAW NO. 1-2009

WINNIPEG WINTER CLUB

(the "**Club**")

(Enacted the day of , 2009)

By-Laws relating generally to the transaction of the business affairs of the Club

GENERAL BY LAWS

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless the context otherwise requires, in these and all other By-Laws, rules and regulations of the Club:

- (a) "**Board**" means Board of Governors of the Club;
- (b) "**Club Year**" means the fiscal period of the Club as determined by the Board from time to time;
- (c) "**Governors**" mean the members of the Board. Governors are also referred to herein as "Directors";
- (d) "**guest**" means any person who is not a member of any membership category of the Club; and is on the premises of the Club by invitation of a member or with the prior approval of the Board;
- (e) "**membership**" means a membership in the Club;
- (f) "**prescribed fee**" means the fees prescribed by the Board for a particular membership category from time to time, including (but without limitation), annual dues and fees, application fees, entrance fees, transfer fees, guest fees assessments and any other type of dues and fees payable by a member or shareholder;
- (g) "**prescribed form**" means a form prescribed by the Board from time to time;
- (h) "**privileges**" means those privileges of being a member of the Club, with restrictions attached thereto, applicable to a particular membership category as determined by the Board from time to time;
- (i) "**share**" means a share in the capital stock of the Club; and
- (j) "**spouse**" means, in relation to a Shareholder Member, the person who is married to that Shareholder Member or who is in a common law relationship with the Shareholder Member for a period of at least one (1) year.

1.2 **Number, Gender and Persons.** Words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and references to a person shall only be a reference to one single individual.

ARTICLE 2 - CLASSES OF MEMBERSHIP

2.1 Shareholder Member.

- (a) A “**Shareholder Member**” is a person over the age of majority who has acquired a share, has been elected by the Board as set forth in Article 4 of these By-Laws, is in compliance with all of the By-Laws, rules and regulations of the Club, and has paid the prescribed fees for his or her membership and the memberships of any Associate Members registered under that person.
- (b) No person shall be ineligible for membership in the Club by reason of race, sex, national origin, religion, or occupation.
- (c) A Shareholder Member is entitled to attend and vote at all meetings of the shareholders of the Club and is entitled to all privileges of the Club applicable to a Shareholder Member.
- (d) Except as provided in Section 2.1(e), the privileges of any Shareholder Member and associate members registered under that Shareholder Member shall cease upon the death, resignation or expulsion of such Shareholder Member.
- (e) An Associate Member of a deceased Shareholder Member may, within 90 days after that Shareholder Member’s death (or within such longer period as the Board may allow) and, subject to the Board’s approval, upon payment of the prescribed fee, transfer the deceased Shareholder Member’s share to that Associate Member and, by so doing, ensure the continuance of Club privileges for that person and other persons who are entitled to be registered under him or her as Associate Members.
- (f) No Shareholder Member shall own more than one (1) share.
- (g) A Shareholder Member shall be entitled to share in the assets of the Club upon a winding up or distribution of assets as the law shall then allow.
- (h) The Board may, in its discretion from time to time, establish different categories of membership for Shareholder Members and determine the prescribed fees and privileges that apply to each category of Shareholder Member.

2.2 Associate Members.

- (a) An “**Associate Member**” is a person who is the spouse, child, grandchild or legal dependent of a Shareholder Member, who has been accepted by the Club, is in compliance with all of the by-laws, rules and regulations of the Club, and whose prescribed fees for his or her membership has been paid.
- (b) Except as provided in Section 10.10, Associate Members may not attend a meeting of the Shareholder Members unless invited by the Board and do not have the right to vote.
- (c) The Board may, in its discretion from time to time, establish different category of Associate Members and determine the prescribed fees and privileges that apply to each category of Associate Member.

2.3 **Introductory and Other Special Memberships**

- (a) The Board may, in its sole discretion, grant to persons who are not Shareholder Members or Associate Members, trial, introductory, temporary, affiliation, athletic association, limited use, clubhouse, or other non-shareholder memberships as the Board may determine from time to time in its sole discretion, and may determine in its sole discretion what prescribed fees and terms and conditions shall apply and what privileges may be enjoyed.
- (b) Such non-shareholder members may not attend a meeting of the Shareholder Members unless invited by the Board and do not have the right to vote.

2.4 **Non Resident Member.**

- (a) A Shareholder Member who acquires a primary place of residence a distance of five hundred (500) kilometres or more from the City of Winnipeg, with no other secondary residence within five hundred (500) kilometres, or such other distance as the Board may determine, may, upon advising the Board in writing of an intention to make only infrequent use of the Club, make application to become a “**Non Resident Member**”.
- (b) The Board may grant Non Resident Member status to that Shareholder Member upon surrender of the member’s share and payment by the member of the prescribed fee.
- (c) A Non Resident Member is not entitled to attend, unless invited, nor vote at any meeting of Shareholder Members, but is entitled to the privileges of the Club for Non Resident Members as established by the Board from time to time.
- (d) A Non Resident Member may be re-accepted as a Shareholder Member after taking up residence within five hundred (500) kilometres of the City of Winnipeg upon written request to the General Manager on the prescribed form, acquisition of a share and payment of the prescribed fees.

2.5 **Honorary Life Member.**

- (a) The Board may propose to confer upon any person the right and distinction of “**Honorary Life Member**” status in recognition of services rendered to the Club, or for any other reason. Upon ratification of the proposal by a two-thirds (2/3) majority of Shareholder Members present at a meeting of Shareholder Members called for the purpose (inter alia) of considering the proposal, the Board may confer that status upon that person.
- (b) No prescribed fee shall be payable by an Honorary Life Member.
- (c) An Honorary Life Member shall be entitled to the privileges of the Club for Honorary Life Members, as established by the Board from time to time.

ARTICLE 3 - GUESTS

3.1 **Guests.** Guests shall be granted Club privileges on such terms and conditions and at such times as may be determined by the Board from time to time.

ARTICLE 4 - APPLICATION AND APPROVAL OF MEMBERS

4.1 **Shareholder Member.** Any person desiring to be admitted to membership as a Shareholder Member shall make written application to the General Manager of the Club on the prescribed form, and shall provide such information as the Board may from time to time require. Each application must be accompanied by payment of the prescribed fee, as established by the Board from time to time.

4.2 **Approval.** The application and accompanying material, except for payment, shall be referred by the General Manager to the Membership Committee for approval, amendment of the membership roster and confirmation of applicable new member welcome initiatives which the Membership Committee may from time to time introduce.

4.3 **Election of Member and Transfer or Issuance of Share.**

- (a) Prior to the Club's fiscal year end, or at such other times as the Board may determine, the Board may elect new Shareholder Members proposed by the Membership Committee and approve the transfer or issuance of a share to each new Shareholder Member and cause the update of the share register of the Club.
- (b) Shares shall only be transferred or issued at such prices as the Board may from time to time establish.
- (c) No transfer or issuance of a share in the Club shall be made without the prior consent of the Board. Notwithstanding any other provision of these By-Laws, the Board may in its absolute discretion withhold that consent if, in the view of a majority of the Governors, the proposed transfer would not be in the best interests of the Club.

4.4 **Other Applications for Membership.** Notwithstanding any other provision in these By-Laws, any application for membership in the Club other than as a Shareholder Member, but including applications for re-acceptance as a Shareholder Member, or in any other capacity, shall be submitted on the prescribed form, shall provide such information as the Board may from time to time require, and shall be subject to approval or rejection by the Membership Committee in the manner set forth in Section 4.2.

ARTICLE 5 - FEES AND ACCOUNTS

5.1 **General.**

- (a) The Board shall from time to time prescribe the nature and amount of any prescribed fees payable for each category of membership and guests.
- (b) The Board may prescribe from time to time:
 - (i) whether prescribed fees shall be paid monthly, annually, or otherwise; and
 - (ii) on what dates such prescribed fees become payable by members in each category of membership.

5.2 **Prompt Payment.** A Shareholder Member shall be responsible for and be liable to the Club for prompt payment of all prescribed fees payable on account of the Shareholder Member

and Associate Members registered under such Shareholder Member, and for all accounts incurred by them at the Club.

5.3 **Responsibility on Resignation.** A Shareholder Member may resign from the Club in accordance with the following terms:

- (a) the resigning Shareholder Member shall give at least six (6) months notice in writing to the General Manager calculated from the last day of the month in which the written resignation is received by the General Manager (the “**Resignation Period**”);
- (b) prior to the expiry of the Resignation Period, the resigning Shareholder Member shall have tendered his or her original share certificate in the Club, if one has been issued to such Shareholder Member, and a share transfer duly endorsed for transfer in blank;
- (c) the resigning Shareholder Member shall remain liable for and shall have paid: (i) all prescribed fees and charges to his or her account which are outstanding or accruing during the Resignation Period; and (ii) subject to Section 5.3(e), all assessments payable by him or her or assessed against his or her share;
- (d) in the event the resigning Shareholder Member fails to comply with Sections 5.3(b) or 5.3(c), the Resignation Period referred to in Section 5.3(a) shall be extended until such time as the Shareholder Member has so complied;
- (e) In the event the resigning Shareholder Member complies in full with this Section 5.3, the Shareholder Member shall not be liable for any assessment levied within thirty (30) days prior to his or her resignation;
- (f) The Board may in its sole discretion waive the Resignation Period in cases of out-of-province transfers or where the Resignation Period shall cause undue economic hardship upon the resigning Shareholder Member, as determined by the Board in its sole discretion; and
- (g) a Shareholder Member that has tendered his or her resignation notice shall not be entitled to vote at any subsequent meetings of the Shareholder Members.

5.4 **Default in Payment of Accounts.** Dues or other accounts payable to the Club by a member and remaining unpaid for thirty (30) days after their respective due dates shall bear interest at a rate to be set by the Board from time to time. If any such account remains unpaid for ninety (90) days past its due date, the Club shall cause a notice to be sent to the member by registered mail or by such other means as, in the opinion of the President or Vice-President and the General Manager, is best calculated to ensure the member’s receipt of that notice. The notice shall give the member ten (10) days from the date of its transmission within which to settle the account. Failing payment within that ten (10)-day period, and in the absence of arrangements satisfactory to the Board for payment of the account, the General Manager shall cause the name of that member to be posted on the Club’s bulletin board. All privileges of the member and Associate Members registered under that Shareholder Member shall then be suspended.

5.5 **Reinstatement.** Notwithstanding the foregoing provisions, the Board may waive payment of interest and may reinstate the member and his/her Associate Members upon receipt of satisfactory explanation, and payment of all outstanding indebtedness within such time as the Board may determine.

5.6 **Lien on Shares.** If a Shareholder Member fails to pay any liability to the Club within the above prescribed times, the Club shall automatically obtain a lien on that Shareholder Member's share in priority to all other claims against it. The Board may dispose of that share as it deems appropriate, and may transfer its entitlement to a new Shareholder.

5.7 **Right to Refuse Transfer of Share.** The Board may refuse to register the transfer of a share against which the Club retains a lien.

ARTICLE 6 - NOMINATION AND ELECTION OF GOVERNORS

6.1 **Nominating Committee.** The Board, on or before the 1st day of April in each year, shall appoint a Nominating Committee consisting of three (3) or more Shareholder Members of the Club, including at least one (1) Past President of the Club, who shall act as chairperson of the committee, unless otherwise resolved by the committee, one (1) member of the Board not running for re-election and one (1) Shareholder Member who is neither an existing Board member nor a Past President of the Club.

6.2 **Selection of Candidates.** The Nominating Committee shall nominate from the Shareholder Members of the Club at least such number of candidates as is required to fill those vacancies on the Board that will occur at the next following annual meeting. The report shall also list proposed Officers and committee chairs of the Board to fill anticipated vacancies.

6.3 **Consent of Candidates.** The Nominating Committee shall obtain the prior consent of each candidate selected.

6.4 **Report of Nominating Committee.** The Nominating Committee shall submit its report to the Board at least thirty (30) days prior to the annual shareholder meeting and the Board shall make such report open for inspection during the Club's office hours by shareholders at any time prior to the annual shareholder meeting.

6.5 **Other Nominations.** In addition to the nominations selected by the Nominating Committee, any two (2) shareholders may in writing, addressed to the chair of the Nominating Committee, nominate a member as a candidate, provided that the consent of that candidate accompanies the nomination in writing.

6.6 **Election of Governors.** Following presentation of the Nominating Committee report at the annual shareholder meeting, Governors shall be elected by the shareholders on a show of hands unless a ballot is demanded, in which case such election shall be by ballot.

6.7 **Appointment of Scrutineers.** If a written ballot is demanded, one (1) or more scrutineers shall be appointed, from amongst the General Manager and the Shareholder Members of the Club present, to assist the chair of the Nominating Committee in collecting, examining, counting and tabulating ballots for the election of Governors.

6.8 **Tie in Election.** In the event of a tie for election of one or more Governors, the Board shall meet forthwith and shall decide the issue by a majority of votes cast by secret ballot at that meeting.

ARTICLE 7 - ELECTION, DUTIES AND POWERS OF OFFICERS

7.1 **Election of Officers.**

- (a) At the first meeting of the Board held after the annual meeting, the Board shall appoint the Officers of the Club.

- (b) The Officers of the Club shall be the President, Vice-President and Secretary, along with such other Officers as may be determined by the Board from time to time.
- (c) The term of office of Officers of the Club shall be one (1) year, commencing immediately after the first meeting of the Board following the annual general meeting and continuing until a successor is elected.
- (d) Excepting only the President, any Governor may hold more than one office.

7.2 **Duties of President and Vice President.** The President, or in his absence the Vice President, shall:

- (a) preside at and be the chairperson of all meetings of the Board and the Shareholders;
- (b) liaise with the General Manager of the Club to ensure that the Board's policy and guidance is being adhered to in the day-to-day management of the Club's operation;
- (c) enter into contracts for the Club that have been authorized by the Board but are beyond the authority delegated to the General Manager or the Controller in the ordinary course of conducting the business of the Club;
- (d) sign all by-laws and share certificates;
- (e) together with the Vice-President or Secretary, sign all deeds, transfer, licenses, contracts, conveyances or other instruments required by law to be executed under seal;
- (f) transfer shares, bonds or other securities from time to time standing in the name of the Club in its individual or other capacity, may accept in the name and on behalf of the Club all transfers of shares, bonds or other securities from time to time transferred to the Club, may execute and deliver any instruments necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept such transfers of shares, bond or other securities, and may affix the corporate seal to any of the foregoing instruments when appropriate;
- (g) exercise any other duty or power as the Board may from time to time prescribe;
- (h) be the official spokesperson of the Club on all matters pertaining to the Club and its operation; and
- (i) give, or cause to be given, all notices required to be given to the Governors and members of the Club.

In the absence of the President and Vice President, such Governor as the Board may from time to time appoint for that purpose, may exercise the duties and powers of the President or Vice President, as the case may be, and in that event, the absence or inability to act of the President and Vice President, shall be presumed.

7.3 **Duties of Secretary.** The Secretary shall:

- (a) attend all meetings of the Board and record, or cause to be recorded, all facts and minutes of the proceedings at those meetings in the books of the Club kept for that purpose by the General Manager as custodian;
- (b) together with the President, or Vice President, sign all deeds, transfers, licenses, contracts, conveyances and other instruments required by law to be executed under seal;
- (c) in the absence of the President and Vice President, transfer shares, bonds or other securities from time to time standing in the name of the Club in its individual or other capacity, may accept in the name and on behalf of the Club all transfers of shares, bonds or other securities from time to time transferred to the Club may execute and deliver any instruments necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept such transfers of shares, bond or other securities, and may affix the corporate seal to any such instrument when appropriate;
- (d) cause a register to be maintained of all Shareholder and other members of the Club; and
- (e) perform such other duties as may from time to time be determined by the Board.

7.4 **Duties of All Other Elected Officers.** The duties of all other elected officers shall be as determined by the Board from time to time.

7.5 **Indemnification of Directors and Officers.** Each Governor of the Club elected in accordance with Article 6 and each officer of the Club elected in accordance with Article 7 shall, from time to time and at all times be indemnified and saved harmless out of the funds of the Club from all costs and expenses whatsoever arising out of any action or proceeding commenced against him/her in respect of anything done, omitted or allowed by him/her in the execution of the duties of the office or position as Governor, and also with respect to all expenses which that Governor or officer shall incur arising out of or in relation to the affairs of the Club; provided the Governor or officer has acted, in the execution of his/her duties, in good faith and in the best interests of the Club.

ARTICLE 8 - MANAGEMENT

8.1 **Board of Governors.**

- (a) The affairs of the Club shall be governed by a Board of Governors consisting of a minimum of ten (10) and maximum of fifteen (15) members, at least two-thirds (2/3) of whom shall be Shareholder Members. Each member of the Board shall be styled a "Governor" and each must be a member of the Club in good standing.
- (b) A Governor's term of office shall be for two (2) years, commencing at the conclusion of the first annual general meeting at which he/she has been elected. However, the term of office of a Governor appointed to fill a vacancy under Section 8.6 shall expire at the annual general meeting next following that appointment.

- (c) The role of the Board is to govern and set policy and guidelines for the General Manager who is to be held responsible for the day-to-day management and operation of the Club.
- (d) The Board shall ensure that all books and records required to be kept under the by-laws of the Club or any other applicable law are regularly and properly kept, and that all shareholder meeting minutes shall be available for review by all Shareholder Members during the regular office hours of the Club.

8.2 **Remuneration of Governors.** No Governor shall receive any remuneration for serving as a Governor.

8.3 **Quorum.** A majority of the Governors shall form a quorum for the purposes of the transaction of the business of the Club.

8.4 **Eligibility for Re-election.** A retiring Governor shall be eligible for re-election to a maximum of three (3) terms for an aggregate maximum of six (6) years, not necessarily continuously.

8.5 **General Manager as Ex Officio Member.** The General Manager shall be an ex officio member of the Board, with the right to receive notice of and attend all meetings of the Board, but the General Manager shall not have the right to vote.

8.6 **Vacancies Created on Board.** The Board may, if it sees fit, fill any vacancy created on the Board, however caused, from among qualified members of the Club; provided however that if such vacancy prevents a quorum from being attained, the continuing members of the Board shall immediately call a meeting of Shareholder Members, at which meeting the vacancy shall be filled by election in the same manner in which Governors are elected at the annual meeting. If such vacancy does not prevent a quorum from being attained, and the Board sees fit not to fill immediately such vacancy, it shall be filled at the next annual general meeting of Shareholder Members at which Governors for the ensuing year are elected.

8.7 **Non-attendance at Meetings.** Unless a Governor's non attendance has been excused by the Board, a Governor shall be deemed to have resigned in the event of absence from a total of four (4) regular meetings of the Board, and that Governor's place on the Board shall be declared vacant.

8.8 **Time for Meetings.** The Board may appoint the hour and a day or days in any month or months at which regular meetings of the Board shall be held. No notice shall be required to be given of such regular meetings if all Governors are present, or if those not present have signified their consent to the meeting being held in their absence, or alternatively, ratify in writing the proceedings, resolutions and By-Laws taken and passed thereat.

8.9 **Special Meetings.** Special meetings of the Board may be called by the President or Vice President, by the Secretary at the direction of the President or Vice President, or by the Secretary upon the written direction of two Governors. Notice of special meetings shall be given by delivery, telephone, telecopy, fax or e-mail to each Governor not less than twenty four (24) hours prior to the holding thereof, or if sent by regular mail, not less than three working days prior to the holding thereof. The notice shall provide the time and place of the meeting and the general nature of the business to be transacted thereat. The statutory declaration of the Secretary or President confirming that notice has been given shall be sufficient and conclusive evidence thereof. The Board may hold a meeting immediately following the annual meeting of the Club, and no notice shall be required.

8.10 **Place of Meetings.** The Board may hold its meetings at such place or places as it may from time to time determine.

8.11 **Errors or Omissions in Notice.** No inadvertent error or omission in the giving of notice for a meeting of the Board shall invalidate the meeting or any proceedings taken at the meeting; any Governor may at any time waive notice of any meeting and may ratify and approve any or all proceedings taken thereat.

8.12 **Voting.** All questions arising at any meeting of the Board shall be voted upon, by indication of assent or dissent, and decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote. A declaration by the chairperson that a resolution has been carried or not, and an entry to that effect made in the minutes of the meeting shall be conclusive evidence thereof, without the necessity of recording the number of votes made in favour or against the resolution.

8.13 **Powers of the Board.** The Board shall have the power to do all things, or cause all things to be done as are necessary for the proper administration of the affairs of the Club, and to do all acts and things that the Club by its incorporating statute is authorized to do, including but without limitation, the Board is empowered to:

- (a) sell and transfer, from time-to-time, shares of the Club at such prices as in their sole discretion are reasonable and to charge prescribed fees at its sole discretion, in order to ensure adequate revenues for the maintenance of the Club and the provision of services to its members;
- (b) subject to Section 5.3, assess all shares (including fully paid shares but excluding life membership debentureholders) and the registered holders thereof for such dues and such assessments and upon such notice as they may deem advisable;
- (c) except as hereinafter provided:
 - (i) borrow money on the credit of the Club;
 - (ii) issue, sell or pledge securities of the Club; or
 - (iii) mortgage, charge, hypothecate or pledge all or any of the real or personal property of the Club, including without limiting the generality of the foregoing, book debts, rights, powers, franchises or undertakings, to secure any securities or money borrowed, or any other obligation or liability of the Club.

Provided however that the Issue of bonds or debentures, or the pledging or mortgaging of the property, real or personal, assets or income of the Club must first be consented to by at least two-thirds of the Shareholder Members present at a special meeting of Shareholder Members called for that purpose. This proviso shall not apply to renewals or refinancings of existing loans, mortgages and collateral security where the principal amount of the mortgage is the same as, or less than, the principal amount of the mortgage at the origin of its term or the entering into of equipment lease or finance contracts; and

- (d) authorize any Governor, officer or employee of the Club, or any other person, to make arrangements with respect to monies borrowed or to be borrowed by the Club, as follows:

- (i) to negotiate the terms and conditions of the loan;
- (ii) subject to the proviso in Section 8.13(c) above, to determine the securities to be given therefor;
- (iii) to vary or modify arrangements, terms and conditions in existence;
- (iv) subject to the proviso in Section 8.13(c) above, to give such additional securities as may be required for monies borrowed and remaining due by the Club and the Board may authorize; and
- (v) to generally to manage, transact and settle all matters relating to the borrowing of money by the Club.

8.14 **Limitation of Spending Powers.** Notwithstanding the foregoing, the Board shall not spend a capital sum in excess of Two Hundred and Fifty Thousand (\$250,000.00) Dollars on any one project without first obtaining the consent of the majority of Shareholder Members present at a special meeting of Shareholder Members called for that purpose. Voting shall occur at such special meeting by a show of hands, unless otherwise decided by the members attending such a meeting, in which case a formal ballot shall be conducted.

8.15 **Additional Powers.** Notwithstanding any provisions to the contrary herein contained, the Board may any time by resolution direct:

- (a) the manner in which any instruments, contracts or obligations of the Club shall be executed;
- (b) the person or persons who may execute any instruments, contracts or obligations of the Club; and
- (c) the particular instruments, contracts or obligations of the Club that may be executed by the persons appointed in accordance with Section 8.15(b) hereof.

8.16 **Determination of Categories of Membership and Privileges.** The Board shall determine the categories of membership from time to time and the privileges pertaining to each category of membership, as well as those privileges available to guests, including, but without limitation, the days and hours during which the Clubhouse shall be open.

8.17 **Power to make By-Laws, Rules and Regulations.**

- (a) The Board shall also have the power to make by-laws not contrary to law or the provisions of its act of incorporation, with the further power to amend, repeal and re-enact them, for all purposes relating to or bearing upon the affairs, business and property of the Club, its management, government, aims, objects and interest.
- (b) Every by-law, and every repeal, amendment and re-enactment thereof, unless in the meantime confirmed at a meeting of the Shareholder Members of the Club duly called for that purpose, shall only have force until the next annual general meeting of the Shareholder Members of the Club, and in default of confirmation at such meeting shall from that time only cease to have force. In that case, no new by-law to the same or similar effect shall have any force until confirmed at a meeting of the Shareholder Members of the Club.

- (c) If, upon presentation of a by-law by the Board for ratification by a general meeting of the Shareholder Members, any member entitled to vote puts forward a motion to amend a by-law, rule or regulation, the chairperson may exercise a discretion to call for a vote on the item as originally presented, upon the condition that the proposed amendment be re-introduced and voted upon at the next general meeting.
- (d) The Board shall also have the power to make rules and regulations not contrary to these By-Laws or any other by-laws of the Club, or to law or the provisions of its act of incorporation, with the further power to amend, repeal and re-enact them, for all purposes relating to or bearing upon the affairs, business and property of the Club, its management, government, aims, objects and interest.

8.18 **Annual Budget.** The General Manager, together with the Controller, shall be responsible for the preparation of the annual financial and capital budget for review by the Finance Committee in preparation for a recommendation to the Board for review and ratification in September of each year. Once the budget is approved, the General Manager shall manage, control and direct all operations within the limits established by the Board. The annual budget shall be approved no later than October 1st of each year; plans and expenditures become effective immediately upon approval.

8.19 **Role of the General Manager.** The General Manager shall report to the Board and be responsible for the conduct and performance of all employees of the Club, and for the day-to-day operations of the Club and shall:

- (a) direct and supervise its department heads including, but not limited to the Controller, Chief Engineer, Facilities Manager, Sales & Marketing Director and all recreation department heads;
- (b) liaise with the President, Vice President and committee chairs;
- (c) oversee the implementation of the Club rules and regulations as approved by the Board, the drafting of updates thereto for Board approval and the reporting of breaches of these rules and regulations to the President or Vice President where in the opinion of the General Manager, the temporary suspension of membership or other serious action by the Board may be warranted;
- (d) maintain the minute book and share register of the Club or cause same to be maintained, prepare reports and carry out and implement policies as approved by the Board;
- (e) present the annual budget in September of each year for Board approval and ratification; and
- (f) under the over-all direction of the Board, be responsible for all aspects of the Club's operation;
- (g) sign contracts, leases, permits, licenses, and other commitment documents and financial instruments as authorized by the Board; and
- (h) serve as a spokesperson for the Club in the absence of the President or Vice President when delegated to do so.

8.20 **Role of Controller.** The Controller shall report to the General Manager, and shall in accordance with direction received from the Finance Committee:

- (a) keep, or cause to be kept, full and accurate accounts of all receipts and disbursements of the Club in the proper books of account;
- (b) deposit, or cause to be deposited, all monies or other valuable effects registered in the name and standing to the credit of the Club in such bank or banks as may from time to time be determined by the Board or the Finance Committee as delegated by the Board;
- (c) disburse or cause to be disbursed the funds of the Club under the direction of the Board, or the Finance Committee as delegated by the Board, taking proper vouchers therefor;
- (d) render to the Finance Committee or, as directed by the Finance Committee, the Board, at their regular meetings or such other times as may be required, an account of or projections relating to the transactions or financial position of the Club;
- (e) provide administrative support to the Finance Committee chair;
- (f) maintain the bank account of the Club at such bank or financial institution as the Board shall approve, and sign cheques, money orders and other financial instruments as authorized by the General Manager under the direction of the Board; and
- (g) perform such other duties as may from time to time be determined by the General Manager in consultation with the Finance Committee.

ARTICLE 9 - COMMITTEES

9.1 **Establishment of Committees.** At the first Board meeting following the annual shareholders meeting of the Club, the President shall propose and the Board shall approve the establishment of the committees required for the next ensuing year and shall appoint a chairperson for each committee so established who shall inform the General Manager of the committee members.

9.2 **Ex Officio Members.** The President and Vice President shall be ex officio members of each committee.

9.3 **Committees.** Without restricting the Board's power to establish any committee it sees fit, committees may be established each year in the Board's sole discretion to assist in the management of the finances, membership, and facilities of the Club as well as in areas requiring enhanced attention such as planning, personnel, long-range development, sports, recreation, and food and beverages. Under the provisions of Section 6.1, a Nominating Committee shall be established annually. The Board shall on an annual basis establish a Finance Committee and Membership Committee, failing which the Board shall perform the functions of such committees as set forth in these By-Laws.

9.4 **Duties of Committees.** The duties and terms of reference of all committees shall be as determined by the Board from time to time.

9.5 **Empowerment of Committees.** Subject to the prior approval of the Board, all committees are empowered to make such rules for their self government, and for the regulation of matters delegated to the jurisdiction of such committee as they may deem expedient; provided always that all committees shall, in the exercise of the powers delegated to them by the Board, conform and be subject to any directions, restrictions and regulations that may from time to time be imposed upon them by the Board.

9.6 **Indemnification of Committee Members.** Each committee member of the Club elected in accordance with this Article shall at all times be entitled to indemnification and protection in the same manner and to the same extent as is provided for Governors and officers under Section 7.5.

9.7 **Public Statements.** No chairperson or committee member shall have any authority to make statements to anyone with respect to matters affecting the Club, nor shall they make statements on behalf of the Club. The President, Vice President or when so designated, the General Manager, or other specifically named person, shall represent the Club in these matters.

ARTICLE 10 - MEETINGS OF SHAREHOLDERS

10.1 **Annual Meeting.** The annual meeting of the Shareholder Members of the Club shall be held not later than the 30th day of November or ninety (90) days after the Club year end, and at such place and such time as the Board may determine.

10.2 **Business to be Transacted.** At each annual meeting the following business shall be transacted:

- (a) the report of the Board shall be received;
- (b) the financial statements and report of the auditors shall be presented;
- (c) the Board for the next ensuing year shall elected by the Shareholder Members in accordance with Article 6 hereof;
- (d) the Auditors for the next ensuing year shall be appointed;
- (e) the necessary license or permit or renewal of same under The *Manitoba Liquor Control Act* (Manitoba) for the serving of liquor shall be approved; and
- (f) such other business as may properly come before the meeting shall be dealt with.

10.3 **Special General Meetings.** A special general meeting of the Shareholder Members may be called at any time by the Board, the President or the Vice President. A group of Shareholder Members can require the calling of a special general meeting by giving notice in writing to the President, providing that not less than twenty (20) Shareholder Members have co-signed the notice. Upon receipt of such written notice, the President shall forthwith call a special general meeting in accordance with the "notice of meeting" requirements outlined in Section 10.4.

10.4 **Notice of Meetings.** The President or Vice President shall, at least twenty-one (21) days before an annual or special general meeting, mail or telecopy, fax or e-mail to each shareholder other than shareholders who have tendered their resignation notice as set forth in Section 5.3(a) at his/her last known address, a notice of the date, time and place of the meeting.

10.5 **Change of Address of Member.** Failure by a shareholder or other member to provide notice of a change of permanent address from that appearing on the records of the Club shall be deemed a waiver of the notice called for under these By-Laws.

10.6 **Adjournments.** Any meeting of the Shareholders may be adjourned to any time and from time to time, and such business as may have been transacted at the original meeting may be transacted at the adjourned meeting. Such adjournment may be made notwithstanding that no quorum is present. No notice shall be required of the adjournment.

10.7 **Errors or Omissions in Notice.** No inadvertent error or omission in the giving of notice of any annual, special general or adjourned meeting shall invalidate such meeting nor make void any proceedings taken thereat; any member may at any time waive notice of a meeting and may ratify in writing any proceedings taken thereat.

10.8 **Quorum.** A quorum for the transaction of business at any meeting of Shareholder Members shall consist of not less than twenty (20) Shareholder Members present in person.

10.9 **Majority of Votes.** Unless otherwise provided by these By-Laws or the act of incorporation of the Club, all questions arising at any meeting of Shareholder Members shall be decided by a majority of votes of the voting shareholders present in person and entitled to vote.

10.10 **Member Entitlement to Vote.** Except as provided for in Section 5.3, each Shareholder Member shall be entitled to one (1) vote. Members not entitled to vote may, upon invitation, attend any meeting of the Shareholder Members. In the absence of the Shareholder Member at a Shareholder Member meeting, an Associate Member spouse of a Shareholder Member may attend and vote at such meetings for and on behalf of the Shareholder Member unless the Shareholder Member has delivered a written direction to the Club to the contrary prior to the commencement of such meeting.

10.11 **Manner of Voting.** All votes shall be taken in the following manner:

- (a) by a show of hands, unless a secret ballot is demanded, which ballot may only be demanded by a voting member; and
- (b) if a ballot is demanded and same is not withdrawn, the ballot shall be taken in the manner directed by the chairperson, and the result of the ballot shall be deemed to be the decision of the Club on the matter in question.

10.12 **Recording of Votes.** In the event a vote is taken by a show of hands, a decision by the chairperson that a resolution has been carried or not, and an entry in the minutes of the meeting to that effect, shall be conclusive evidence thereof, without the necessity of recording the number of votes made in favour or against said resolution. In the case of an equality of votes at any annual or special General Meeting, whether upon a show of hands or by ballot, the chairperson shall have a second or casting vote.

ARTICLE 11 - FINANCIAL MATTERS

11.1 **Signing Officers.** All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club shall be signed by such officer or officers, agent or agents of the Club, and in such manner as may be determined by resolution of the Board from time to time, and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Club through its bankers, and may further endorse notes and cheques for deposit with the Club's bankers to the credit of the Club. Such notes and drafts for collection may be endorsed with the words "for collection"

or "for deposit" with the bankers of the Club by using the Club's rubber stamp for that purpose. Any one of such officers or agents may also arrange, settle, balance and certify all books and accounts of the Club received from the Club's bankers, and may receive all paid cheques and vouchers and sign all bank forms, settlements, balances, release or verification slips.

11.2 **Securities of the Club.** All securities of the Club shall be deposited for safekeeping with one or more banks, trust companies or other financial institutions selected by the Board from time to time. Any and all securities so deposited may be withdrawn from time to time, upon written order of the Board, signed by such officer or officers, agent or agents of the Club in such manner as may be determined by resolution of the Board from time to time, and such order may be general or confined to specific securities. The institutions selected as custodians of Club securities by the Board shall be fully protected so long as their actions are taken in accordance with the directions of the Board as noted in such written order of the Board, and such institutions shall in no event be liable for the due application of the securities withdrawn from deposit, or the proceeds thereof.

ARTICLE 12 - MISCELLANEOUS

12.1 **Registered Office.** The registered office of the Club shall be at such place in the City of Winnipeg, in the Province of Manitoba as the Board may from time to time determine.

12.2 **Notice under By-Laws.** Any notice required to be given under these By-Laws may be given to members of the Club, at the address of that member that last appears recorded on the books of the Club, in one or more of the following ways:

- (a) personally, in which case notice shall be deemed to have been given at the time it was placed in the hands of the member;
- (b) by facsimile or e-mail in which case notice shall be deemed to have been given at the time same was transmitted by the Club; or
- (c) by sending same by prepaid regular mail, in which case notice shall be deemed to have been given at the time same was deposited at the post office or mail box, whichever the case may be on the third business day following the date of mailing.

12.3 **Remuneration of Board or Other Members of the Club.** Except as herein otherwise provided or approved by the Board, no member of the Club shall receive any profit, salary, wage, fee or other emolument from the Club; provided however that the foregoing shall not prevent any member of the Club from selling to or purchasing from the Club any property, goods, stock or securities for money, or rendering any special service to the Club for remuneration when authorized by the Board.

12.4 **Gratuities.** Unless specifically approved by the Board, no member of the Club shall give any gratuity or money whatever to any employee of the Club for any reason; the Board, at its discretion, may elect to establish an employee gratuity, holiday or other similar fund.

12.5 **Liability of Club for Injuries.** The Club shall not be responsible for any damage, injury or loss, sustained by or occasioned to the person or property of any member of the Club or of any guest or visitor, whether such damage, injury or loss was occasioned by any act, omission, or negligence of the Club, its Governors, officers, members, employees, agents or of any other person.

12.6 **Use of Premises.** Every member of the Club, as well as every guest or visitor introduced to the Club shall use the Club premises at his/her own risk.

12.7 **Complaints.** Any complaint made against any member, guest, officer, Governor, employee or management personnel of the Club must be made in writing to the Board and signed by the complainant.

12.8 **Breach of By-Laws, Rules or Regulations.**

(a)

(i) A member who commits a breach of any of the By-Laws, rules or regulations of the Club may be subject to immediate suspension of membership in the Club, upon resolution of the Board, for a period of up to one month as the Board in its sole discretion shall decide. The Board shall be entitled to delegate its powers under this Section to a committee of the Club.

(ii) The member shall be requested to appear at the next regular Board meeting to hear the case against him/her and provide an answer or explanation to such case. After hearing the member's answer or explanation, or if such member fails to attend before the Board upon request and after notice of such meeting, without hearing the member's answer or explanation, the Board in its sole discretion may terminate, confirm or extend the suspension or impose such other penalty as the Board deems appropriate in its sole discretion.

(iii) The suspended member has the right of appeal, from such decision of the Board, to a special meeting of the Shareholders of the Club or at the annual general meeting. The decision of the Board shall be reversed and the member's suspension or other penalty shall be removed or varied if, at such meeting, two thirds (2/3) of the Shareholder Members present thereat vote in favour of reversal.

(b) A member whose conduct is, in the opinion of the Board in its sole discretion, injurious to the character, interest or good reputation of the Club, may be required to resign from the Club by the Board and, if a Shareholder Member, shall forfeit his/her share. A right of appeal shall lie, from a decision of the Board to suspend or expel, to a meeting of the Shareholders of the Club as outlined in Section 12.8(a)(iii). The decision of the Board shall be reversed and the member reinstated if, at that meeting, two thirds (2/3) of the Shareholder Members present vote in favour of reinstatement. Except in the event of such reinstatement, no portion of the prescribed fees paid by an expelled member shall be refunded by the Club and all outstanding account charges shall be paid in full immediately.

12.9 **Affiliations.** The Board shall have power to enter into arrangements with other clubs for exchange of reciprocal privileges to members.

