
BY-LAW NO. 1
ZIG ZAG YACHT CLUB

Revision Date: 2010

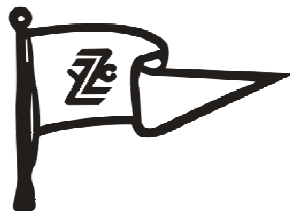


TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION.....	1
1. Definitions.....	1
1.2 Interpretation	2
ARTICLE 2 - OBJECTS	2
2.1 Objects	2
ARTICLE 3 - PROGRAMS	3
3.1. Programs.....	3
ARTICLE 4 - HEAD OFFICE	3
4.1 Head Office	3
ARTICLE 5 - CORPORATE SEAL AND EMBLEM.....	3
5.1 Corporate Seal	3
5.2 Emblem	3
ARTICLE 6 - DIRECTORS.....	4
6.1 Duties and Number	4
6.2 Qualifications.....	4
6.3 Election	4
6.4 Chair.....	4
6.5 Vacation of Office	4
6.6 Filling Vacancies	5
ARTICLE 7 - MEETINGS OF DIRECTORS	5
7.1 Place of Meeting.....	5
7.2 Notice	5
7.3 Omission of Notice	5
7.4 Adjournment	6
7.5 Regular Meetings	6
7.6 Quorum	6
7.7 Voting.....	6
7.8 Resolution in Lieu of Meeting	6
7.9 Telephone Participation.....	7
ARTICLE 8 - POWERS OF DIRECTORS	7
8.1 Administer Affairs	7
8.2 Expenditures	7
8.3 Powers	7
8.4 Fund Raising	8
8.5 Agents and Employees	8
8.6 Remuneration of Directors	8
ARTICLE 9 - COMMITTEES	8
9.1 Constitution of Committees	8
9.2 Membership of Committees.....	9
9.3 Meetings.....	9
9.4 Nominating Committee.....	10
9.5 Learn to Sail Committee.....	10
9.6 Competitive Sailing Committee	10
9.7 Tennis Committee	10
9.8 Club Programs Committee	10

9.9	Social Committee	10
9.10	Fundraising and Public Relations Committee.....	11
9.11	Premises and Maintenance Committee.....	11
ARTICLE 10 - OFFICERS.....		11
10.1	Appointment	11
10.2	Remuneration of Officers	12
10.3	Removal of Officers.....	12
10.4	Vacancies.....	12
10.5	Duties of Officers may be Delegated.....	12
10.6	Powers and Duties	13
ARTICLE 11 - INDEMNITY OF OFFICERS AND DIRECTORS.....		15
11.1	For the Protection of Directors and Officers	15
11.2	Indemnities to Directors and Officers	16
ARTICLE 12 - INTERESTED DIRECTOR CONTRACTS		16
12.1	Conflict of Interest	16
12.2	Submission of Contracts/Transactions to Members for Approval	17
ARTICLE 13 - MEMBERS.....		17
13.1	Admission to Membership	17
13.2	Classes of Membership.....	17
13.3	Additional Classes of Membership	17
13.4	Resignation of Members	17
13.5	Term of Membership	17
13.6	Termination of Membership.....	18
13.7	Dues.....	18
13.8	Membership Not Transferable.....	19
13.9	Rules and Regulations	19
ARTICLE 14 - MEMBERS' MEETINGS		19
14.1	Annual Meeting	19
14.2	General Meetings	19
14.3	Notice	19
14.4	Waiver of Notice.....	19
14.5	Omission of Notice	20
14.6	Quorum	20
14.7	Chair of the Meeting.....	20
14.8	Adjournment.....	20
14.9	Votes	20
14.10	Proxies	21
14.11	Form of Proxy.....	22
ARTICLE 15 - CUSTODY AND VOTING OF SHARES AND SECURITIES.....		22
15.1	Voting Shares and Securities	22
15.2	Custody of Securities	22
15.3	Execution of Instruments.....	23
ARTICLE 16 - CHEQUES, DRAFTS, NOTES, ETC.....		23
16.1	Cheques, Drafts, Notes, Etc.....	23
16.2	Banking	24

ARTICLE 17 - NOTICES	24
17.1 Service	24
17.2 Signature to Notices	24
17.3 Computation of Time	24
17.4 Proof of Service.....	25
17.5 Undelivered Notices	25
ARTICLE 18 - BY-LAWS.....	25
18.1 By-laws.....	25
18.2 Amendment to By-Law	25
ARTICLE 19 - AUDITORS	25
19.1 Auditors	25
ARTICLE 20 - MISCELLANEOUS	26
20.1 Invalidity of Any Provision of This By-law	26
20.2 Financial and Operating Year.....	26
20.3 Dissolution.....	26

ZIG ZAG YACHT CLUB

A by-law relating generally to the conduct of the affairs of Zig Zag Yacht Club.

ARTICLE 1 - INTERPRETATION

1. Definitions

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

- (a) "Associate Members" mean the members of the Club who were previously Regular Members and who have paid the appropriate fees designated by the Board but do not use, or have the right to use, any of the Club's facilities or participate in any of the Club's programs or to vote at meetings of Members and in the singular means each Associate Member;
- (b) "Act" means the *Corporations Act* (R.S.O. 1990, c. C-38) 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 of the Club to the provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
- (c) "Board" means the board of directors of the Club;
- (d) "By-law" means any by-law of the Club from time to time in force and effect;
- (e) "Club" means Zig Zag Yacht Club, an Ontario non-profit corporation without share capital, incorporated under the Act;
- (f) "Club Programs" mean the Programs of the Club other than the Learn to Sail, Competitive Sailing and Tennis Programs;
- (g) "Regular Member" means a family comprised of any or all of a mother, father and their immediate children under the age of thirty (30), subject to any restrictions herein provided, and in the plural means all the Regular Members;
- (h) "Letters Patent" means the Letters Patent of Incorporation of the Club as from time to time supplemented and amended;
- (i) "Members" mean the Regular, Associate and Tennis Members of the Club, and in the singular means each such Member;
- (j) "Programs, Learn to Sail Program, Competitive Sailing Program, Tennis Program, Swimming Program, Summer Fun Program, Boating Safety Program and Social Program" shall have the meaning attributed thereto in Section 4;

- (k) "Regulations" means the regulations made under the Act as from time to time amended and every regulation that may be substituted therefore and, in the case of such substitution, any references in the By-laws of the Club to provisions of the regulations shall be read as references to the substituted provisions therefore in the new regulations;
- (l) "Tennis Members" mean Regular Members of the Club who have purchased and own tennis court privileges and in the singular means each such Tennis Member.

1.2 Interpretation

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

- (a) all terms which are contained in the By-laws of the Club and which are defined in the Act or the Regulations shall have the meanings given to such terms in the Act or Regulations;
- (b) words importing the singular number only shall include the plural and vice versa; and the word "person" shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number or aggregate of persons;
- (c) the masculine shall include the feminine; and
- (d) the headings used in the By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

ARTICLE 2 - OBJECTS

2.1 Objects

The Club and its works shall be carried on without purpose of gain for its Members, and any profits or other accretions to the corporation shall be used in furthering its objects, namely:

- (a) To promote the games or sports of sailing, boating, swimming, water safety, tennis and other athletic sports and pastimes;
- (b) To train and instruct persons in the above specified games and sports;
- (c) To promote social intercourse between the Members; and

- (d) To hold and arrange competitions and displays and to offer and grant or contribute towards the provision of prizes, awards and distinctions;

PROVIDED, however, that the Club shall not maintain a clubhouse or similar premises other than on or about the lands located on the Westerly part of an island lying in a South-easterly direction from McCallum Point in Clearwater Bay (described as Location K.M. 226, Part Island in Clearwater Bay, Lake of the Woods, south of the Township of Boys in the District of Kenora).

ARTICLE 3 - PROGRAMS

3.1. Programs

The Club shall fulfil certain of its objects through providing those programs (the "Programs") as determined by the Board from time to time, which Programs may include, but are not limited to the following:

- (a) Learn to Sail;
- (b) Competitive Sailing;
- (c) Tennis;
- (d) Swimming;
- (e) Summer Fun
- (f) Boating Safety; and
- (g) Social;

ARTICLE 4 - HEAD OFFICE

4.1 Head Office

The head office of the Club shall be situate at the Town of Kenora, in the Province of Ontario, or such other place as the Board shall determine, subject to change by resolution of the Board.

ARTICLE 5 - CORPORATE SEAL AND EMBLEM

5.1 Corporate Seal

The seal of the Club shall be such as the Board may by resolution from time to time approve.

5.2 Emblem

The emblem of the Club, to be used on communications, publications or otherwise during the course of conducting its business and affairs, shall be such as the Board may by resolution from time to time approve.

ARTICLE 6 - DIRECTORS

6.1 Duties and Number

The affairs of the Club shall be managed by the Board, and may be known and referred to as directors, trustees or governors and who may exercise all such powers and do all such acts and things as may be exercised or done by the Club that are not by the By-laws or by statute expressly directed or required to be done in some other manner. The Board shall consist of thirteen (13) Members. All directors shall be elected on an annual basis, except the position, if applicable, of Past Commodore, who will hold the position in accordance with Paragraph 10.6(m) and who shall be the immediately preceding Commodore.

6.2 Qualifications

Every director shall be nineteen (19) or more years of age, an individual, provided no undischarged bankrupt shall become a director.

6.3 Election

The elected directors' term of office (subject to the provisions, if any, of the Letters Patent and the By-laws) shall be from the date of the meeting at which they are appointed until the annual meeting next following or until their successors are appointed. The elected directors shall retire at the general meeting at which the yearly appointment of directors is to be made but, subject to the provisions of this By-law, shall be eligible for re-appointment. The Past Commodore shall retire upon the present Commodore being replaced by his or her successor.

6.4 Chair

The Commodore or in his or her absence, the Vice-Commodore, failing whom the Treasurer, shall be the chair of any meetings of the Board. If no such officer is present at any meeting of the Board, the directors present shall choose one of their number to act as chair of such meeting.

6.5 Vacation of Office

The office of a director shall *ipso facto* be vacated if the director:

- (a) becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an authorized assignment or is declared insolvent;
- (b) is found to be a mentally incompetent person or becomes of unsound mind;

- (c) if by notice in writing to the Club resigns office which resignation shall be effective at the time it is received by the Club or at the time specified in the notice, whichever is later;
- (d) if at a special meeting of Members, a resolution to remove the director is passed by a majority of the votes cast at the special meeting provided that the director shall be granted the opportunity to be heard at such meeting;
or
- (e) dies.

6.6 Filling Vacancies

A quorum of the Board may fill a vacancy in the Board.

ARTICLE 7 - MEETINGS OF DIRECTORS

7.1 Place of Meeting

Meetings of the Board may be held either at the head office or at any place within Ontario or Manitoba.

7.2 Notice

A meeting of the Board may be convened at any time by the Commodore, the Vice-Commodore or any two (2) directors and the Secretary, when directed or authorized by any of such officers or any two (2) directors, shall convene a meeting of the Board. The notice of meeting convened as aforesaid need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in paragraph 17.1 of this By-law not less than three (3) days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a director may in any manner and at any time waive notice of a meeting of directors and attendance of a director at a meeting of directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; provided further that meetings of directors may be held at any time without notice if all the directors are present (except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the absent directors waive notice before or after the date of such meeting.

7.3 Omission of Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt

of any notice by, any person shall not invalidate any resolution passed or any proceeding taken at such meeting.

7.4 Adjournment

Any meeting of directors may be adjourned from time to time by the chair or the Commodore, with the consent of the meeting, to a fixed time and place. Notice of any adjourned meeting of directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

7.5 Regular Meetings

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place or hour to be named by the Board and a copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

7.6 Quorum

The number of directors which shall form a quorum for the transaction of business at a meeting of the Board shall be a majority of the total number of directors. Notwithstanding any vacancy among the directors, a quorum of directors may exercise all the powers of directors.

7.7 Voting

Each director is authorized to exercise one (1) vote. Questions arising at any meeting of directors shall be decided by a majority of votes. In case of an equality of votes the chair of the meeting shall have a second or casting vote.

7.8 Resolution in Lieu of Meeting

A resolution in writing, signed by all of the directors entitled to vote thereon at a meeting of directors, is as valid as if it had been passed at a meeting of directors and is effective from the date specified in the resolution, but that date shall not be prior to the date on which the first of the directors signed the resolution.

7.9 Telephone Participation

If all the directors of the Club present at or participating in the meeting consent, a meeting of directors may be held by means of such telecommunication, electric or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director participating in such meeting by such means is deemed for the purpose of the Act to be present at that meeting.

ARTICLE 8 - POWERS OF DIRECTORS

8.1 Administer Affairs

The directors of the Club may administer the affairs of the Club in all things and make or cause to be made for the Club, in its name, any kind of contract which the Club may lawfully enter into and, save as hereinafter provided, generally, may exercise all such powers and do all such other acts and things as the Club is by its Letters Patent or otherwise authorized to exercise and do.

8.2 Expenditures

The Board shall have power to authorize expenditures and effect borrowings not in excess of \$25,000.00 on behalf of the Club from time to time and may delegate, by resolution to an officer or officers of the Club, the right to employ and pay salaries to employees. The Board shall have the power to enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of promoting the interests of the Club in accordance with such terms as the Board may prescribe.

8.3 Powers

Subject to the limitations specified in paragraph 8.2, the Board may from time to time, by resolution:

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

- (d) delegate the powers conferred on the directors under this By-law to such officer or officers of the Club and to such extent and in such manner as the directors shall determine; and
- (e) upon the resolution of the Regular Members, sell a portion of the real property of the Club so as to advance its purposes and objects, provided that such sale shall not reduce the real property owned by the Club to less than eight (8) acres.

The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Club possessed by its directors or officers independently of a borrowing By-law.

8.4 Fund Raising

The Board shall take such steps as they may deem requisite to enable the Club to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Club.

8.5 Agents and Employees

The Board may appoint such agents and engage such employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the Board at the time of such appointment.

8.6 Remuneration of Directors

The directors shall serve without remuneration and shall not directly or indirectly receive any profit from their positions as such.

ARTICLE 9 - COMMITTEES

9.1 Constitution of Committees

The Board shall in each year, constitute the following committees, a Nominating Committee, a Learn to Sail Committee, a Competitive Sailing Committee, a Tennis Committee, a Club Programs Committee, a Social Committee, a Fundraising and Public Relations Committee and a Premises and Maintenance Committee. The Board may, from time to time constitute such other committees, as it deems necessary to assist the directors in carrying on the affairs of the Club including a Capital Campaign Committee and a Building Committee.

9.2 Membership of Committees

- a) The Board may annually, or more often as necessary, appoint such persons as they consider appropriate to be members of the committees and subject to this paragraph 9.2, may designate one of the Members of each committee as chair thereof. The Commodore and Vice-Commodore shall be *ex officio* Members of each such committee.
- b) The Nominating Committee shall be comprised of the Past Commodore, (or if not available, a director chosen by the Board), the Vice-Commodore and a non-director Member chosen by the Board.
- c) The Learn to Sail Chair shall be a full Member and Chair of the Learn to Sail Committee.
- d) The Competitive Sailing Chair shall be a full Member and Chair of the Competitive Sailing Program.
- e) The Tennis Chair shall be a full Member and Chair of the Tennis Committee.
- f) The Social Chair shall be a full Member and Chair of the Social Committee.
- g) The Programs Chair shall be a full Member of the Learn to Sail Committee, Competitive Sailing Committee, Tennis Committee and Club Programs Committee.
- h) The Premises and Maintenance Chair shall be a full Member and Chair of the Premises and Maintenance Committee, and shall be a full member of any Building Committee.
- i) The Fundraising Director and Public Relations Director shall be full Members of the and Chair of the Fundraising and Public Relations Committee and one of the two of the Fundraising Director or Public Relations Director shall chair this committee..
- j) Non-Members of the Board may be appointed to any committee, but only Regular Members shall serve as Chair of a committee.
- k) A majority of the Tennis Committee shall be Tennis Members.

9.3 Meetings

Except as may be provided by the Board, the committees may meet for the transaction

of business, adjourn and otherwise regulate their meetings as they think fit, provided however, that a majority of the Members of each committee shall constitute a quorum thereof for the transaction of business. Questions arising at any meeting of a committee shall be decided by a majority of votes, and in case of an equality of votes, the chair shall have a second or casting vote.

9.4 Nominating Committee

The Nominating Committee, shall be responsible for recommending to the Members, a slate of prospective directors of the Club, prior to each annual meeting. The Nominating Committee shall also recommend the respective offices for the directors, which recommendation shall be duly considered by the Board, which is constituted after each annual meeting of Members.

9.5 Learn to Sail Committee

The Learn to Sail Committee shall be responsible for conducting the Learn to Sail Program and, shall from time to time make recommendations and reports to the Board concerning the Learn to Sail Program.

9.6 Competitive Sailing Committee

The Competitive Sailing Committee shall be responsible for conducting the Competitive Sailing Program and, shall from time to time make recommendations and reports to the Board concerning the Competitive Sailing Program.

9.7 Tennis Committee

The Tennis Committee shall be responsible for conducting the Tennis Program and, shall from time to time make recommendations and reports to the Board concerning the Tennis Program.

9.8 Club Programs Committee

The Club Programs Committee shall be responsible for conducting the Club Programs and, shall from time to time make recommendations and reports to the Board concerning the Club Programs.

9.9 Social Committee

The Social Committee shall be responsible for conducting the Social Program and, shall from time to time make recommendations and reports to the Board concerning the Social Program.

9.10 Fundraising and Public Relations Committee

The Fundraising and Public Relations Committee shall be responsible for the communications, public relations and fundraising (other than fundraising conducted by the Capital Campaign Committee) activities for the Club and shall make recommendations and reports to the Board concerning public relations, communications and fundraising initiatives and activities.

9.11 Premises and Maintenance Committee

The Premises and Maintenance Committee shall be responsible for the Club's premises and maintenance activities for the Club's premises and property and shall make recommendations and reports to the Board concerning the premises and maintenance initiatives and activities.

9.12 Capital Campaign Committee

The Capital Campaign Committee, if so constituted, shall be responsible for raising funds for large capital initiatives of the Club and shall make recommendations and reports to the Board concerning any capital campaign being conducted.

9.13 Building Committee

The Building Committee, if so constituted, shall be responsible for the design and construction of any new buildings or facilities of the Club and any major renovations or additions. The Building Committee shall obtain the approval of the Board before any financial or contractual commitments are made and as to the final design of any buildings or facilities.

ARTICLE 10 - OFFICERS

10.1 Appointment

The Board shall every year, or more often as may be required, from its members, elect the following officers of the Club: i) Commodore, ii) Vice-Commodore (in years that there is not a Past Commodore), iii) Secretary iv) Treasurer, v) Learn to Sail Chair, vi) Competitive Sailing Chair vii) Programs Chair, viii) Tennis Chair, ix) Social Chair, x) Premises and Maintenance Chair, xi) Fundraising Chair, xii) Public Relations Chair, xi) Director-at-Large and such other officers, which need not be Members of the Board, as it determines necessary and appropriate. The Past-Commodore, when such role is occupied shall also be an officer of the Club. Notwithstanding the foregoing, each incumbent officer shall continue in office until the earlier of;

- (a) that officer's resignation, which resignation shall be effective at the time the written resignation is received by the Club or at the time specified in

the resignation, whichever is later;

- (b) the appointment of a successor;
- (c) that officer ceasing to be a director if such is a necessary qualification of appointment;
- (d) the meeting at which the directors appoint the officers of the Club;
- (e) that officer's removal; or
- (f) that officer's death or ongoing disability.

A director may be appointed to any office of the Club. Two (2) or more of the aforesaid offices may be held by the same person. The Board may from time to time appoint such other officers and agents as it shall deem necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the Board. Notwithstanding that the appointments of the officers (other than the Past-Commodore) are for one (1) year terms, it is acceptable and desirable that certain officers serve multi-year terms.

10.2 Remuneration of Officers

The remuneration of all officers appointed by the Board shall be determined from time to time by resolution of the Board. If an officer is also a director of the Club, no remuneration will be payable to that officer.

10.3 Removal of Officers

All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board at any time, with or without cause.

10.4 Vacancies

If the office of any officer of the Club shall be or become vacant by reason of death, resignation, disqualification or otherwise as noted in paragraph 10.3, the directors by resolution may appoint a person to fill such vacancy.

10.5 Duties of Officers may be Delegated

In case of the absence or inability to act of any officer of the Club or for any other reason that the Board may deem sufficient, the Board may delegate all or any of the powers of any such officer to any other officer or to any director for the time being.

10.6 Powers and Duties

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

- (a) **Commodore** - The Commodore shall be the chief executive officer of the Club unless otherwise determined by resolution of the Board. The Commodore shall be a director. The Commodore shall be an *ex officio* Member of each committee of the Club. It is anticipated that the Commodore will serve at least a 2 year term of office but an annual election for the position is required.
- (b) **Vice-Commodore** - The Vice-Commodore shall be vested with all the powers and shall perform all the duties of the Commodore in the absence or inability or refusal to act of the Commodore. The Vice-Commodore shall be a director. The Vice-Commodore shall be a Member and may act as Chair of the Nominating Committee (in years where there is not a Past Commodore) and an *ex officio* Member of each committee of the Club. A Vice-Commodore shall generally be appointed in the second year of a Commodore's term in anticipation of assuming the role of Commodore in the following year.
- (c) **Secretary** - The Secretary shall attend and be the secretary of all meetings of the Board, committees of the Board and Members and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; shall give or cause to be given, as and when instructed, all notices to Members, directors, officers, auditors and Members of committees of the Board; the Secretary shall be custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Club (if any) and of all books, papers, records, documents and instruments belonging to the Club except when some other officer or person has been appointed for that purpose. The Secretary will ensure that appropriate records of membership are retained and will be responsible for managing the registration of new members and the resignation of departing members.
- (d) **Treasurer** - Treasurer shall have the care and custody of all of the funds and securities of the Club and shall deposit same in the name of the Club in such bank or banks or with such depository or depositories as the Board may direct. The Treasurer shall keep or cause to be kept the books of account and the accounting records required by the Act and at all reasonable times exhibit the books and accounts to any director of the

Club upon application at the office of the Club during business hours. The Treasurer shall sign or countersign such instruments as require his or her signature and shall perform all duties incident to his or her office or that are properly required of him by the Board.

- (e) **Learn to Sail Chair** – The Learn to Sail Chair shall be responsible for ensuring the implementation and operation of the Learn to Sail Program through the Learn to Sail Committee.
- (f) **Competitive Sailing Chair** – The Sailing Chair shall be responsible for ensuring the implementation and operation of the Competitive Sailing Program through the Competitive Sailing Committee.
- (g) **Programs Chair** – The Programs Chair shall be responsible for ensuring the implementation and operation of the Club Programs through the Programs Committee and the coordination the Club Programs with the Learn to Sail, Competitive Sailing and Tennis Programs. The Programs Chair shall be a director and a full Member of the Learn to Sail Committee, Competitive Sailing Committee, Tennis Committee and Club Programs Committee. The Programs Chair shall be Chair of the Club Programs Committee.
- (h) **Tennis Chair** – The Tennis Chair shall be responsible for ensuring the implementation and operation of the Tennis Program of the Club through the Tennis Committee.
- (i) **Social Chair** – The Social Chair shall be responsible for ensuring the implementation and operation of the Social Program of the Club through the Social Committee.
- (j) **Premises and Maintenance Chair** – The Premises and Maintenance Chair shall ensure that the buildings and property of the Club are appropriate and sufficient for the needs of the Club. The Premises and Maintenance Chair shall liase with any Building Committee. The Premises and Maintenance Chair shall be a director and a full Member and Chair of the Premises and Maintenance Committee.
- (k) **Fundraising Chair** – The Fundraising Chair shall be responsible for the fundraising activities of the Club in through the Fundraising, Marketing and Public Relations Committee. The Fundraising Chair shall be a director and a full Member of the Fundraising, Marketing and Public Relations Committee and may act as Chair of the Fundraising, Marketing and Public Relations Committee.
- (l) **Communications and Public Relations Chair** – The Communications

and Public Relations Chair shall be responsible for the public relations, and communications activities of the Club through the Fundraising, Marketing and Public Relations Committee. The Marketing and Public Relations Chair shall be a director and a full Member of the Fundraising, Marketing and Public Relations Committee and may act as Chair of the Fundraising, Marketing and Public Relations Committee.

- (m) **Past-Commodore** – The Past-Commodore shall be a full Member and Chair of the Nominating Committee and shall provide assistance to the other directors of the Club as requested. The Past-Commodore will remain on the Board for one year following the completion of his/her term as Commodore.
- (n) **Director(s)-at-Large** – Any director or directors who have not otherwise been elected to a specific office, shall be considered to be appointed as a director or directors-at-large. The Director(s)-at-Large shall be responsible for such duties as shall be designated by the Board from time to time.

ARTICLE 11 - INDEMNITY OF OFFICERS AND DIRECTORS

11.1 For the Protection of Directors and Officers

Except as otherwise provided in the Act no director or officer for the time being of the Club shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for any loss, damage or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by the Club or for or on behalf of the Club or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belongings to the Club shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person including any person with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Club or for any loss, damage or misfortune whatever which may happen in the execution of the duties of the director's or officer's respective office or trust or in relation thereto unless the same shall happen by or through the director's or officer's own wilful neglect or default. The directors and officers for the time being of the Club shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Club, except such as shall have been submitted to and authorized or approved by the Board. If any director or officer of the Club shall be employed by or shall perform services for the Club otherwise than as a director or officer or shall have an interest in a person who is employed by or performs services for the Club, the fact of being a director or officer of the Club shall not disentitle such director or officer or such person, as the case may be, from receiving proper remuneration for such services.

11.2 Indemnities to Directors and Officers

Every director or officer of the Club or other person who has undertaken or is about to undertake any liability on behalf of the Club or any corporation controlled by it and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Club or any insurance taken out by the Club for that purpose, from and against:

- (a) all costs, charges and expenses whatsoever which such director, officer or other person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against the director, officer or other person for or in respect of any act, deed, matter or thing whatever, made, done or permitted by them, in or about the execution of the duties of such office or in respect of any such liability; and
- (b) all other costs, charges and expenses which the director, officer or other person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by their own wilful neglect or default.

The Club shall also indemnify any such person in such other circumstances as the Act or law permits or requires. Nothing in this By-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law to the extent permitted by the Act or law.

ARTICLE 12 - INTERESTED DIRECTOR CONTRACTS

12.1 Conflict of Interest

A director who is in any way directly or indirectly interested in a contract or proposed contract with the Club shall make such disclosure as is required by the Act. Except as provided by the Act, no such director shall vote on any resolution to approve any such contract. In supplement of and not by way of limitation upon any rights conferred upon directors by the Act, it is declared that no director shall be disqualified by any such office from, or vacate any such office by reason of, holding any office or place of profit under the Club or under any corporation in which the Club shall be a shareholder or by reason of being otherwise in any way directly or indirectly interested or contracting with the Club as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Club in which the director is in any way directly or indirectly interested as vendor, purchaser, or otherwise. Subject to compliance with the Act, no contract or arrangement entered into by or on behalf of the Club in which any director shall be in any way directly or indirectly interested shall be voided or voidable and no director shall be liable to account to the Club or any of its

Members or creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship.

12.2 Submission of Contracts/Transactions to Members for Approval

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

ARTICLE 13 - MEMBERS

13.1 Admission to Membership

The first directors of the Club shall be the initial Members of the Club. Thereafter, all persons who support the Club's activities, who apply for membership, who pay the requisite fees and dues and who are approved by a majority decision of the Board shall be qualified to be and shall be made Members of the Club.

13.2 Classes of Membership

There shall be three (3) classes of membership in the Club, namely: Regular Members, Tennis Members and Associate Members. Each Regular Member of the Club shall be entitled, without duplication, to one (1) vote per Regular Member at all meetings of Regular Members, and each Tennis Member shall be entitled to one (1) vote at all meetings of Tennis Members. Associate members are not entitled to any vote at any meetings of the Club. All Tennis Members are required to be Regular Members.

13.3 Additional Classes of Membership

The Board may from time to time create additional classes of membership and designate the rights, privileges and obligations that attach to such classes.

13.4 Resignation of Members

Members may resign by resignation in writing, such resignation shall be effective upon receipt thereof by the Board.

13.5 Term of Membership

Each Member shall be a Member of the Club until he or she resigns or his or her

membership is terminated in accordance with this By-law.

13.6 Termination of Membership

A Member shall cease to be a Member of the Club:

- (a) upon death of the last qualifying person within a family;
- (b) by resignation in accordance with this By-law;
- (c) if at a special meeting of Members, a resolution to remove the Member is passed by a majority of the votes cast at the special meeting provided that the Member shall be granted the opportunity to be heard at such meeting;
- (d) if the Member becomes bankrupt, suspends payment of debts generally, compounds with creditors, makes an authorized assignment, or is declared insolvent;
- (e) if the Member is found to be a mentally incompetent person or becomes of unsound mind;
- (f) upon the non-payment of dues in accordance with paragraph 13. 7 hereof; or
- (g) upon a child within a family, attaining the age of 30 without becoming a Regular Member in his or her own right.

13.7 Dues

There shall be no dues, assessments or fees payable by Members except such, if any, as shall from time to time be fixed by vote of the Board. The Commodore, the Secretary or the Treasurer shall notify the Members of the dues or fees at any time payable by them and if the dues, assessments or fees are not paid within ninety (90) days of the due date any Member in default shall thereupon automatically cease to enjoy the rights and privileges as a Member of the Club (including the right to vote at meetings of Members and the right to use Club facilities), but any such Member's rights and privileges may, on payment of all unpaid dues or fees, together with such other late payment charges as designated, be reinstated by resolution of the Board. In the event that dues, assessments or fees by a Regular Member are not paid for a period of more than three (3) years from when due, such Regular Member shall cease to be a Member and the membership and the dues and assessments paid shall be forfeited. In the event that dues, assessments and fees by a Tennis Member are not paid for a period of ten (10) years, the unpaid dues, fees and assessments shall constitute a lien on such Tennis Member's shares and the Board shall be empowered to sell such Tennis

Member's tennis court privileges in satisfaction of such lien, and thereafter the Tennis Member's share, dues and assessment paid shall be forfeited.

13.8 Membership Not Transferable

The membership of a Member in the Club and all rights and interests incidental thereto shall not be transferable, either directly or indirectly, except with the approval of the board and upon payment of any designated transfer fee.

13.9 Rules and Regulations

The Board may from time to time enact the rules and regulations relating to the rights and obligations of the Members of the Club, but such rules and regulations shall not conflict with or be inconsistent with the By-laws or Letters Patent.

ARTICLE 14 - MEMBERS' MEETINGS

14.1 Annual Meeting

The annual meeting of the Members shall be held on such day prior to January 31st in each year and at such time as the directors may by resolution determine at any place in Ontario or in the City of Winnipeg, Manitoba.

14.2 General Meetings

Other meetings of the Members may be convened by order of the Commodore or Vice-Commodore, or by the Board at any date and time and at any place in Ontario or in the City of Winnipeg, Manitoba.

14.3 Notice

Twenty-one (21) days' written notice shall be given in the manner specified in paragraph 17.1 to each Member of any annual or specified general meeting of Members. Notice of any meeting where special business will be transacted should contain sufficient information to permit the Member to form a reasoned judgement on the decision to be taken. Notice of each meeting of Members may remind the Member that the Member has the right to vote by proxy.

14.4 Waiver of Notice

A Member and any other person entitled to attend a meeting of Members may in any manner waive notice of a meeting of Members and attendance of any such person at a meeting of Members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

14.5 Omission of Notice

The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any Member or Members or by the auditor of the Club shall not invalidate any resolution passed or any proceedings taken at any meeting of Members.

14.6 Quorum

A quorum for the transaction of business at meetings of the Members shall be the greater of: i) fifteen (15) Regular Members whose membership in the Club carries voting rights, or ii) one-third (1/3) in number of the Regular Members of the Club at the date of any such meeting. No business shall be transacted at any meeting unless the requisite quorum is present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of Members or within such reasonable time thereafter as the Members present may determine, the Members present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business and the provisions of paragraph 17.1 with regard to notice shall apply to such adjournment.

14.7 Chair of the Meeting

In the event that the Commodore and Vice-Commodore are absent, the persons who are present and entitled to vote shall choose another director as chair of the meeting and if no director is present or if all the directors present decline to take the chair then the persons who are present and entitled to vote shall choose one of their number to be chair.

14.8 Adjournment

The Chair of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need to be given to the Members. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

14.9 Votes

Every question submitted to any meeting of Members shall be decided in the first instance by a show of hands of the authorized representatives of the Members. Only Regular Members shall be entitled to vote at meetings of the Members.

At any meeting unless a poll is demanded, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or

not carried by a particular majority shall be conclusive evidence of the fact.

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

14.10 Proxies

At every meeting at which a Member is entitled to vote, every individual so authorized to represent a Member who is present in person shall have one (1) vote on a show of hands. Upon a poll and subject to the provisions of the Letters Patent, if any, every Member who is entitled to vote at the meeting and who is represented by an individual so authorized shall have one (1) vote and every person appointed by proxy shall have one (1) vote for each authorized individual, who is entitled to vote at the meeting and who is represented by such proxy holder. A person appointed by proxy need not be a Member.

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

14.11 Form of Proxy

A proxy may be in the following form:

"The undersigned Member of Zig Zag Yacht Club hereby appoints _____ of _____ or failing the person appointed above, _____ of _____ as the proxy of the undersigned to vote and act for the undersigned on behalf of the undersigned at the meeting of the members of the Zig Zag Yacht Club to be held on the _____ day of _____, 20____, and at any adjournment thereof.

DATED the _____ day of _____, 20____."

(Signature of Member)

ARTICLE 15 - CUSTODY AND VOTING OF SHARES AND SECURITIES

15.1 Voting Shares and Securities

All of the shares or other securities carrying voting rights of any company or corporation held from time to time by the Club may be voted at any and all meetings of shareholders, bondholders, debenture holders or holders of other securities (as the case may be) of such company or corporation and in such manner and by such person or persons as the board of directors of the Club shall from time to time determine. The duly authorized signing officers of the Club may also from time to time execute and deliver for and on behalf of the Club proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the Board.

All share certificates, bonds, debentures, notes or other obligations belonging to the Club may be issued or held in the name of the nominee or nominees of the Club (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with the right of survivorship) and shall be endorsed in blank with endorsement guaranteed in order to enable transfer to be completed and registration to be effected.

15.2 Custody of Securities

All shares and securities owned by the Club shall be lodged (in the name of the Club) with a chartered bank or a trust company or in a safety deposit box or, is so authorized by resolution of the Board, with such other depositories or in such other manner as may be determined from time to time by the Board.

15.3 Execution of Instruments

The Board shall have power from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Club either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing, and all contracts, documents and instruments in writing so signed shall be binding upon the Club without any further authorization or formality.

The seal of the Club may, when required, be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officer or officers, person or persons, appointed as aforesaid by resolution of the Board.

The term "contracts, documents or instruments in writing" as used in this By-law shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

In particular without limiting the generality of the foregoing, but only upon resolution of the Board:

- (a) any one of the Commodore or Vice-Commodore together with the Treasurer;
- (b) any two directors; or
- (c) any one of the aforementioned officers together with any one director

shall have authority to sell, assign, transfer, exchange, convert or convey any and all shares, stocks, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Club and to sign and execute (under the seal of the Club or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities.

ARTICLE 16 - CHEQUES, DRAFTS, NOTES, ETC.

16.1 Cheques, Drafts, Notes, Etc.

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Club, and in such manner as the Board may from time to

time designate by resolution.

16.2 Banking

The banking business of the Club, or any part thereof, shall be transacted with such bank, trust company or other firm or corporation carrying on a banking business as the Board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on behalf of the Club by such one or more officers and/or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided including, but without restricting the generality of the foregoing, the operation of the accounts of the Club; the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money; the giving of receipts for and orders relating to any property of the Club; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on behalf of the Club to facilitate such banking business.

ARTICLE 17 - NOTICES

17.1 Service

Any notice or other document required by the Act, the Regulations, the Letters Patent or the By-laws to be sent to any Member or director or to the auditor shall be delivered personally or sent by prepaid mail, electronic mail (email), by facsimile to any such Member or director at their latest address as shown in the records of the Club and to the auditor, if any, at its business address, or if no address be given therein then to the last address of such Member or director known to the Secretary; provided always that notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

17.2 Signature to Notices

The signature of any director or officer of the Club to any notice or document to be given by the Club may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

17.3 Computation of Time

In computing a date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

17.4 Proof of Service

With respect to every notice or other document sent by post it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in paragraph 17.1 of this By-law and put into a Post Office or into a letter box or sent by email or facsimile. A certificate of an officer of the Club in office at the time of the making of the certificate as to facts in relation to the sending or delivery of any notice or other document to any Member, director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every Member, director, officer or auditor of the Club as the case may be.

17.5 Undelivered Notices

If any notice given to a Member pursuant to paragraph 17.1 is returned on three (3) consecutive occasions because the Member cannot be found, the Club shall not be required to give any further notices to such Member until the Member informs the Club in writing of the new address.

ARTICLE 18 - BY-LAWS

18.1 By-laws

The Board may from time to time enact By-laws relating in any way to the Club or to the conduct of its affairs and may from time to time by By-law amend, repeal or re-enact the By-laws and any such by-law shall be sanctioned by the Members and become effective in accordance with the Act.

18.2 Amendment to By-Law

This By-law shall only be amended by a resolution of the Members at a special meeting called for that purpose and upon issuance of notices in compliance with paragraph 17.1 hereof.

ARTICLE 19 - AUDITORS

19.1 Auditors

The Members shall at each annual meeting either, appoint an auditor to audit the accounts of the Club for report to Members who shall hold office until the next following annual meeting or waive the appointment of an auditor; provided, however, that the directors may fill any casual vacancy in the office of the auditor. If an appointment is not so made, any auditor in office must continue until a successor is appointed. The remuneration of the auditor shall be fixed by the Members or by the directors if they are

authorized to do so by the Members and the remuneration of an auditor appointed by the directors shall be fixed by the directors. The Members may by resolution passed by at least two-thirds of the votes cast at a general meeting of which notice of intention to pass the resolution has been given, remove any auditor before the expiration of the auditor's term of office and shall by a majority of the votes cast at that meeting appoint another auditor in such auditor's stead for the remainder of the term.

ARTICLE 20 - MISCELLANEOUS

20.1 Invalidity of Any Provision of This By-law

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.

20.2 Financial and Operating Year

The financial year of the Club shall end on the last day of September in each year or on such other date as the directors may from time to time by resolution determine.

20.3 Dissolution

If the Club should at any time be wound up or dissolved, the assets thereof remaining after payment of all debts and liabilities shall be paid or transferred to one or more qualified donees (as that term is defined in the *Income Tax Act (Canada)*) selected by the Board.

MADE by the Board of directors this ___ day of _____,
2002.

CONFIRMED by the Members in accordance with the Act this 19th day
of January, 2011.

JILLIAN LAMOTHE
Director

MARILYN FERGUSON
Director