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Certificate of
Incorporation No.

CP 1493

22

RON TOWNSHEND
REGISTRAR OF COMPANIES

COOPERATIVE SPECIAL RESOLUTION

Form 6

COOPERATIVE ASSOCIATION ACT
(Sections 68 (2), 71 (2), 191 (3) (a) and 197 (1) (a))

Please type or print clearly

The following special resolution* was passed by the undermentioned association on the date stated:

FULL NAME OF ASSOCIATION

(1985) HOUSING
Pacific Park Place Co-operative Housing

DATE RESOLUTION PASSED

YYYY MM DD

2007 04 16

Resolution †

" That the Rules of the Co-operative be altered and amended by substituting for the present Rules, the Rules as attached, including the Occupancy Agreement scheduled to the Rules as attached or with any amendments approved by members at this meeting;
AND THAT the board be directed to submit the Rules to the Registrar of Companies for approval and filing.

† Insert text of special resolution

CERTIFIED CORRECT – I have read this form and found it to be correct.

Signature of a current Director, Officer, or Lawyer of the Association

Relationship to Association

DATE SIGNED
YYYY MM DD

X

President

2007 05 15

Note:

- No special resolution altering the memorandum or rules has effect until accepted by the Registrar of Companies.
- Send, in duplicate, to the Registrar of Companies. Mailing Address: PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3
Location Address: 2nd Floor – 940 Blanshard Street, Victoria BC together with applicable fee. Enquiries: (250) 356-8673
- Additional information and forms are available on the internet at: <http://www.fin.gov.bc.ca/registries>

R U L E S O F

PACIFIC PARK PLACE (1985) HOUSING CO-OPERATIVE

Adopted by the Members on the
16 day of APRIL, 2007.

Approved and filed by
the Registrar of Companies on the
____ day of _____, 20____.

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R U L E S O F
PACIFIC PARK PLACE (1985) HOUSING CO-OPERATIVE

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RULE 1 Interpretation

1.1 Definitions

In these Rules:

- [a] “**Act**” means the *Cooperative Association Act* of British Columbia S.B.C. 1999, c. 28, as amended;
- [b] “**Co-op**” means Pacific Park Place (1985) Housing Co-operative; ✓
- [c] “**Director**” means any one director of the Co-op;
- [d] “**Directors**” means the directors of the Co-op acting collectively as the board of directors;
- [e] “**Memorandum**” means the memorandum of the Co-op;
- [f] “**Occupancy Agreement**” means the form of occupancy agreement attached as Schedule A to these Rules; entered into between the Co-op and each Member as it is from time to time; ✓
- [g] “**occupancy charge**” means the amount due by the member to the Co-op on a monthly basis on account of occupancy of the Unit and as determined by the Co-op under the Occupancy Agreement;
- [h] “**ordinary resolution**” means a resolution of the members of the Co-op that is passed at a duly called general meeting by a simple majority of the total votes cast by the members who are entitled to vote on the resolution, or alternatively, a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by three-quarters of those members;
- [i] “**Rules**” means these Rules, as amended or replaced from time to time, including every schedule to these Rules;
- [j] “**share**” means a membership share of the Co-op;

[k] “**special resolution**” means a resolution of the members of the Co-op that is passed at a duly called general meeting by a majority of two thirds of the total votes cast by the members who are entitled to vote on the resolution, or alternatively, a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by all of them; and

[l] “**Unit**” means the residential premises owned or operated by the Co-op for which a principal member has entered into an Occupancy Agreement to occupy on a full-time basis.

1.2 Cooperative Association Act definitions apply

Words that are not specifically defined in these Rules have the meanings assigned to them in the Act.

1.3 Cooperative Association Act governs

If there is a conflict or inconsistency between the Act and these Rules, the Act governs.

1.4 Occupancy Agreement attached as Schedule A

The terms and conditions of the Occupancy Agreement attached as Schedule A to these Rules shall be binding upon each member and the Co-op with respect to the occupancy of the Unit by the member.

RULE 2 Eligibility for membership

2.1 Principal Membership

A person who is at least 19 years old may be admitted as a principal member by submitting a written application, a subscription for the purchase of shares of the Co-op (which must not be less than one share), and any required payment for shares, each as set by the Directors from time to time.

2.2 Associate Membership

A person who is at least 16 years old who lives or will live in the Unit with a principal member, on a full-time basis as their principal residence, may be admitted as an associate member by submitting a written application and a payment equal to the purchase price of one fully paid share.

2.3 Approval by the Directors

The Directors may, in their discretion, approve or refuse any application for membership or may postpone making a decision about any application for membership.

2.4 Eligibility for membership

Subject to these Rules, eligibility for membership in the Co-operative is open in a non-discriminatory manner to individuals that are able to fulfill the responsibilities and conditions of membership.

2.5 Effective date of membership

Membership is effective on the day the Directors approve the application for membership.

2.6 Number of shares to be held

The Co-op, by special resolution, may change the minimum number of shares a member must hold. If the minimum number of shares is increased by special resolution, each member is deemed to have subscribed for the increased number of shares and must make any required additional payments for the shares.

2.7 Membership limited to occupants

Membership in the Co-op is limited to persons who live in the Unit in the Co-op on a full-time basis as their principal residence, however, the Directors may exempt, in their discretion and upon the terms they see fit, an existing member from the application of this Rule.

2.8 Number of Units to be occupied by members

100% of all Units of the Co-op must be occupied by members of the Co-op, unless the Co-op changes the number of Units by an ordinary resolution.

RULE 3 Joint membership

3.1 Joint Membership

There shall be no joint membership.

RULE 4 Withdrawal from membership

4.1 Withdrawal from membership

A member may withdraw from membership in the Co-op:

- [a] by giving to the Co-op at least 60 days' written notice calculated from the last day of the month in which the notice is given; or
- [b] with the written consent of the Directors, by giving less than 60 days' written notice,

and in each case, membership ceases on the last day of the notice period.

4.2 Deemed withdrawal of membership by a member

Unless the Directors determine otherwise, a member will be deemed to have given notice of withdrawal of their membership if the member:

- [a] terminates the Occupancy Agreement;
- [b] surrenders possession of the Unit, abandons the Unit, or ceases to live in the Unit on a full-time basis as their principal residence;
- [c] dies;
- [d] is unable to conduct his or her affairs by reason of mental or physical infirmity;
- [e] does not hold and pay for the shares of the Co-op as required under these Rules; or
- [f] is an associate member and the principal member in the Unit withdraws or the membership of the principal member is terminated,

and in each case, notice is deemed to have been given when the event occurs and membership ceases 60 days later.

4.3 Deemed withdrawal of membership by termination of Occupancy Agreement

If the Co-op terminates the Occupancy Agreement, the member will be deemed to have given notice of withdrawal of their membership effective immediately.

4.4 Withdrawal of membership with the consent of the Directors

The Directors may consent to withdrawal from membership in the Co-op by a member under any other circumstances where it seems just and equitable to do so and may agree on the date on which membership ceases.

RULE 5 Termination of membership

5.1 Grounds for termination of membership

Where a member:

- [a] has engaged in “conduct detrimental” to the Co-op;
- [b] has not paid occupancy charges or any other money due by the member to the Co-op within a reasonable time after receiving written notice to do so from the Co-op; or
- [c] in the opinion of the Directors, based on reasonable grounds,
 - [1] has breached a “material condition” of the Occupancy Agreement; and
 - [2] has not rectified that breach within a reasonable time after receiving written notice from the Co-op to do so,

the membership of that member may be terminated by a resolution of the Directors requiring a majority of at least three-quarters of all the Directors and passed at a meeting of the Directors called to consider the resolution.

5.2 Conduct detrimental to the Co-op

Conduct detrimental to the Co-op can include, but is not limited to, such things as:

- [a] failure to comply, or failure to ensure compliance by any resident or person visiting the member, with any term or provision of:
 - [1] these Rules or the Occupancy Agreement; or
 - [2] any house rule or policy which may be in effect;
- [b] causing, permitting, or threatening wilful damage to the property or physical premises of the Co-op or the Unit;
- [c] causing, permitting, or threatening violence directed against persons on the Co-op's property;
- [d] unauthorized detention of property of the Co-op; or
- [e] causing, permitting, or threatening injury or harm to the reputation of the Co-op.

5.3 Material conditions of the Occupancy Agreement

Material conditions of the Occupancy Agreement are those defined as material conditions in the Occupancy Agreement.

5.4 Notice of meeting

A member of the Co-op whose membership is proposed to be terminated by a resolution of the Directors:

- [a] must receive at least seven days' notice of the meeting at which the resolution is to be considered, together with a statement of the grounds on which the membership is proposed to be terminated; and
- [b] may appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

5.5 Notice of outcome of the meeting

Within seven days after the date on which a proposed resolution to terminate the membership:

- [a] is withdrawn;
- [b] is defeated because it does not receive the required majority of three-quarters of all Directors; or
- [c] is passed by the required majority of three-quarters of all Directors,

the Directors must deliver written notice of the outcome to the member.

5.6 Notice of appeal of termination

A person whose membership has been terminated by the Directors may appeal the decision of the Directors at the next meeting of the Co-op by delivering a written notice of appeal to the Co-op within seven days after the date of delivery of the written notice given to the member advising the member of the termination of their membership.

5.7 Appeal of termination

A person whose membership in the Co-op is terminated by the Directors and who appeals the termination of the membership continues to be a member of the Co-op, despite the resolution of the Directors, unless the members, at the general meeting to which the appeal is brought, confirm the termination of membership:

- [a] by a special resolution, if the membership is terminated for the “conduct detrimental” of the member, as described in Rules 5.1 and 5.2; or
- [b] by ordinary resolution, if the membership is terminated for non-payment of occupancy charges or any other amount due by the member to the Co-op or for a breach of a material condition of the Occupancy Agreement, as described in Rules 5.1 and 5.3.

5.8 Confirmation of termination

If the members of the Co-op confirm the termination of a person’s membership by the Directors, the Co-op must promptly notify the person with:

- [a] a notice that the ordinary resolution or special resolution, as the case may be, confirming the termination was passed by the members; and
- [b] a notice as prescribed by the Act, setting out the person’s right to appeal the termination to the Supreme Court of British Columbia, as well as copies of forms 59, 59B, and 59C of Appendix A of the *Supreme Court Rules B.C. Reg. 221/90* or such other forms as prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

5.9 Appeal to the Supreme Court of British Columbia

A person who has been given notice under Rule 5.8 may appeal the termination to the Supreme Court of British Columbia, in the manner provided in the Act, before the expiry of 30 days from the date of delivery of the notice.

5.10 Court filing fees

At the written request of the member appealing the termination, and if the member is not in arrears for any monthly housing charge, the Co-op must issue to the member a cheque payable to the Minister of Finance (or to the member for reimbursement), for the amount of the fee required by the Supreme Court of British Columbia to file a notice of appeal of the termination. If there is a dispute between the member and the Co-op respecting the amount of the housing charge, then the amount of the housing charge for the purposes of this Rule 5.10 must be the amount of that charge that is not in dispute.

5.11 Timing of request for filing fees

The request under Rule 5.10 must be made by the member within ten days after the day the member is served with notice of termination under Rule 5.8. If the member fails to make the request within this time, the Co-op may, but need not, issue the cheque for the filing fee.

5.12 Certain sections of the Act and these Rules do not apply

Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act and Rule 25 of these Rules (i.e. dispute resolution) do not apply to terminations under Rule 5.

RULE 6 Miscellaneous matters re: withdrawal or termination of membership

6.1 Possession and occupancy rights

The right of a member, or that of any person residing in the Unit, to possession or occupancy of the Unit is terminated upon withdrawal from membership, termination of membership, or if membership ceases for any other reason.

6.2 Refund of amount paid for shares

Subject to any liens of the Co-op and the right of the Co-op to set off any amounts due to the Co-op by the member, and subject to the provisions of the Act, a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any other reason, is entitled to a refund of the amount the member paid for shares if the member:

- [a] and all other residents of the Unit, have vacated the Unit,
- [b] has paid all amounts due by the member to the Co-op.

6.3 No release from debts or obligations

Withdrawal from membership, termination of membership, or cessation of membership for any reason does not release the member from any debt or obligation owed to the Co-op.

6.4 Withholding of refund

The Directors may withhold the refund to which a member may otherwise be entitled until a purchaser satisfactory to the Directors purchases the shares of the member.

RULE 7 Share structure

7.1 Authorized share structure

The authorized share structure of the Co-op is set out in the Memorandum.

7.2 Investment shares

The Co-op will not issue investment shares.

RULE 8 Payment for shares

8.1 Payment for shares

Membership shares are payable on call and may be forfeited for default of payment. All shares must be paid for in cash.

8.2 Calls on unpaid amount of shares

The Directors may make calls on the members for any of the money unpaid on shares and a call is deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

8.3 Interest on unpaid calls

If a call is not paid on or before the date set for payment, the member from whom the money is due must pay interest on the unpaid amount of the call at the rate of 8% per year from the date set for payment until the date of payment and the interest that accumulates is a debt due to the Co-op. The Directors may waive payment of any or all of the interest due.

8.4 Notice requiring payment of call

If a member fails to pay a call on or before the date set for payment, the Directors may, at any time after that date, deliver a notice on the member requiring payment within 14 days from the date of service of the unpaid amount of the call together with any interest that has accrued.

8.5 Failure to comply with notice

If a member on whom a notice has been delivered does not make the payment required by that notice in the time specified, the share in respect of which the notice is given may be forfeited to the Co-op by a resolution of the Directors.

8.6 Effect of forfeiture

The following applies to the forfeiture of shares under Rule 8.5:

- [a] The forfeiture is effective on the date that the Directors make the resolution.
- [b] A member whose share has been forfeited ceases to be a member in respect of the forfeited share and the Directors may strike the member's name from the register of members and cancel the share certificate of the forfeited share.
- [c] A forfeited share may be sold or otherwise disposed of on terms and in a manner the Directors think fit and, at any time before a sale or disposition, the forfeiture may be cancelled on the terms the Directors think fit.
- [d] A member whose share has been forfeited remains liable to the Co-op for interest accrued and that interest is a debt due to the Co-op.

RULE 9 Share certificates

9.1 No issuing of share certificates

No share certificates shall be issued.

RULE 10 Transfer of shares

10.1 Requirements of instrument of transfer

An instrument of transfer of any shares in the Co-op must:

- [a] be in writing,
- [b] specify the number of shares being transferred, and
- [c] be executed and dated both by the transferor and transferee,

and the transferor remains the holder of the shares until the name of the transferee is entered in the register of members.

10.2 Form of transfer

Shares in the Co-op may be transferred in a form approved by the Directors.

10.3 Effective date of transfer of shares

A transfer of shares does not take place until:

- [a] a duly executed instrument of transfer and the share certificate, if one was issued, has been delivered to the Co-op;
- [b] any lien of the Co-op on the shares has been satisfied;
- [c] the transfer has been authorized by the Directors; and
- [d] the name of the transferee is entered in the register of members.

RULE 11 Transmission of shares

11.1 Procedure on death of a member

The person entitled to the shares of a deceased member, on providing proof satisfactory to the Directors of the death of the member and the person's entitlement, may:

- [a] if the person is not a member but is residing in the Unit as their principal residence on a full-time basis, apply under Rule 2 for membership in the Co-op;
- [b] if the person is an associate member, request that the Directors register the shares of the deceased principal member in the name of the associate member; or
- [c] apply to the Directors to redeem the shares.

11.2 Redemption of shares of a deceased member

If the person entitled to the shares of a deceased member does not qualify for membership under Rule 2 or the Directors do not approve the transfer of shares to that person, the Co-op must, subject to the provisions of the Act, redeem those shares by paying to that person, within 90 days of the date on which the person provided the Co-op with proof of their entitlement, the amount paid up on shares.

11.3 Redemption of shares on bankruptcy

If a member becomes bankrupt, the Directors may in their absolute discretion, but need not redeem the shares of that person.

RULE 12 Redemption of shares

12.1 Co-op authorized to purchase and redeem its shares

Subject to the Act, the Co-op may, by a resolution of the Directors, redeem any of its shares at the price and on the terms specified by the resolution.

12.2 Redemption of shares on cessation of membership

Subject to these Rules and the Act, the Co-op must redeem the shares of a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any reason.

12.3 Amount paid on redemption

A member is entitled to the amount paid up on the share on redemption by the Co-op.

12.4 Lien on shares

The Co-op shall have a lien on a member's shares for a debt or any other amount whatsoever due to the Co-op by the member and the lien will extend to the proceeds of any redemption or sales of the shares.

12.5 Redemption or sale to satisfy a debt due to the Co-op

Despite any other provisions of this Rule, the Directors may, upon 30 days written notice to a member, cause the Co-op to sell or redeem all or a sufficient number of the shares of the member to satisfy the lien of the Co-op.

12.6 Debt to be satisfied first

Upon any sale or redemption of shares, the Directors must apply the proceeds of the sale or redemption in satisfaction of the lien of the Co-op by the member and any surplus or excess from the proceeds will be paid to the member or other person entitled to the shares.

RULE 13 Register of members

13.1 Register must be kept and maintained

The Co-op must keep and maintain a register of members which shall contain the following:

- [a] the names and addresses of the members, the number of shares held by each member and the amount paid on each share;
- [b] the date on which the name of any person was entered in the register as a member; and
- [c] the date on which any person ceased to be a member.

RULE 14 General meetings of the Co-op

14.1 The Annual General Meeting

The Co-op must hold an Annual General Meeting at least once each calendar year and which meeting must take place not later than four months after the fiscal year end of the Co-op, but the Registrar may approve of the meeting being held on a suitable date close to the date when the meeting ought to have been held.

14.2 Business of the Annual General Meeting

At each Annual General Meeting, and subject to the Act, the following business must be considered:

- [a] report of the Directors;
- [b] financial statement;
- [c] auditor's report;
- [d] election or appointment of Directors; and
- [e] appointment of auditor.

14.3 Order of business

The order of business at the Annual General Meeting, to the extent appropriate in the circumstances and subject to the approval of the members at the meeting, must be as follows:

- [a] call to order;
- [b] approval or variation of agenda;
- [c] minutes of preceding meeting to be disposed of;
- [d] business arising out of minutes;
- [e] financial statements;
- [f] report of the auditor;
- [g] appointment of the auditor;
- [h] report of the Directors and any committees;
- [i] election of Directors;
- [j] special business, unfinished business, and new business; and
- [k] adjournment.

14.4 Frequency of general meetings

In addition to the Annual General Meeting, the Directors must call a general meeting not less than six times each year to review the business and operations of the Co-op and any other business as may be brought before the meeting, on a day and at an hour and place determined by the Directors in their discretion.

14.5 Calling of special general meetings

The Directors may call a special general meeting when they think fit and must call a special general meeting when requisitioned to do so in accordance with the Act.

14.6 Order of business at general meetings other than the Annual General Meeting

The Directors may, subject to the approval of the members at the meeting, determine the order of business at a general meeting, other than the Annual General Meeting, which is governed by Rule 14.3.

14.7 Time and place of general meetings

General meetings must be held at the time and place in British Columbia that the Directors specify.

14.8 Notice of meeting to be given

Every member and the auditor must receive:

- [a] at least 14 days' notice of every Annual General Meeting of the Co-op and of every general meeting at which a special resolution is to be proposed; and
- [b] at least seven days' notice of any other type of general meeting.

14.9 Notice must specify

The notice of meeting must specify:

- [a] the place, day, and the hour of the meeting; and
- [b] the general nature of the business to be considered at the meeting.

14.10 Notice of special resolution

If a special resolution is to be proposed at a general meeting, the notice of the meeting must include the full text of the special resolution. If amendments to the text of the special resolution are reasonably anticipated to be made, the notice of the meeting shall state that amendments may be considered and voted upon by the members at the meeting.

14.11 Financial statement

A copy of the financial statement that is to be placed before the Annual General Meeting must be provided to the members in advance of the date of the meeting.

14.12 Meeting valid despite failure to give notice

The accidental omission to give notice of any general meeting to, or the non-receipt of any notice by, a member or person entitled to receive notice, or any error or omission in the notice does not in itself invalidate any proceedings at that meeting.

14.13 Requirement for quorum

No business, other than the election of a chair and the adjournment of the meeting, may be transacted at any general meeting unless a quorum of 1/5 of the members entitled to vote are present in person at the commencement of the meeting and at all times not less than three members are personally present.

14.14 Lack of quorum

If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting, unless the notice of meeting specifies otherwise as to adjournment, is dissolved.

14.15 Adjournment of a meeting at which quorum is present

Despite any other provision of Rule 14, the chair of the meeting may, and if so directed by the members must, adjourn a meeting at which quorum is present from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

14.16 Quorum at an adjourned meeting

If the quorum required by Rule 14.13 is not present within 30 minutes from the time appointed for an adjourned meeting, those members present shall constitute quorum, unless the notice specifies otherwise as to quorum.

14.17 Chair

Every general meeting will be chaired by:

- [a] the president; or
- [b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting,

unless the majority of the Directors choose another person, who need not be a member, to be the chair.

14.18 If no chairperson

If there is no such chairperson present within 30 minutes after the time appointed for holding the meeting, the members present at a general meeting must elect a member to chair the meeting.

14.19 Recording secretary

The Directors must appoint a recording secretary, who need not be a member, for the general meetings.

14.20 Minutes of meetings

The minutes of all resolutions and proceedings at a general meeting must be filed in the books provided by the Directors for that purpose.

14.21 Persons entitled to be present at general meetings

The only persons entitled to be present at a general meeting are members, the auditor of the Co-op, and others who are entitled or required under any provisions of the Act or these Rules. Other persons may be admitted to the meeting only on the invitation of the chair or with the consent of the members at the meeting.

RULE 15 Voting at general meetings

15.1 Actions to be determined by ordinary resolution

At a general meeting, every motion must be determined by ordinary resolution unless otherwise required by the Act or these Rules.

15.2 Chair not entitled to casting vote

In case of an equality of votes,

[a] the chair of a general meeting is not entitled to a second or casting vote; and

[b] the motion is defeated.

15.3 Decisions by show of hands or secret ballot

Unless otherwise provided in the Act or these Rules, every motion for a resolution put to a vote at a general meeting is to be decided on a show of hands unless, before the vote is taken, the chair designates, or three or more members request, a secret ballot.

15.4 Declaration of result

The chair must declare to the general meeting the decision on every motion in accordance with the result of the show of hands or the secret ballot, and that decision must be entered in the minutes of the meeting.

15.5 Declaration is proof

Unless a secret ballot is required or demanded, a declaration by the chair of the decision on a motion and an entry in the minutes to that effect, in absence of evidence to the contrary, shall be conclusive evidence of the result.

RULE 16 Voting rights of members

16.1 Voting rights and restrictions

Every principal and associate member will have one vote on all matters to be decided by the members.

16.2 Call on shares

A member with an unpaid call on the member's shares may not exercise any right to vote.

16.3 Proxy voting

There will be no proxy voting.

16.4 Production of evidence of authority to vote

The chair of any meeting may, but need not, inquire into a person's entitlement to vote at the meeting and may make a determination as to the person's entitlement to vote.

RULE 17 Directors

17.1 Duties of Directors

The Directors must manage or supervise the management of the business of the Co-op in accordance with the responsibilities, duties, and powers set out in the Act, the Memorandum of the Co-op and these Rules and may exercise all the powers of the Co-op that are not required by the Act or the Rules to be exercised by the members.

17.2 Policies

The Directors may propose policies with respect to:

- [a] the operation and maintenance of the Co-op; and
- [b] the conduct of members and other persons in relation to the use and enjoyment of the Co-op and its property including the residential premises operated by the Co-op.

17.3 When policies take effect

The policies do not take effect until approved by an ordinary resolution at the general meeting.

17.4 Number of Directors

The number of Directors may be set, increased, or reduced from time to time in a general meeting, but at all times, the number of Directors will not be less than three and unless otherwise determined will be seven.

17.5 Persons disqualified to act as Directors

No person is qualified to become or act as a Director who is:

- [a] under the age of 18 years;
- [b] found by a court, in Canada or elsewhere, to be incapable of managing their own affairs;
- [c] an undischarged bankrupt;
- [d] convicted of an offence in connection with the promotion, formation, or management of a corporation or of an offence involving fraud;
- [e] not a member of the Co-op;
- [f] an employee of the Co-op;
- [g] indebted to the Co-op and the indebtedness remains unpaid for more than 60 days unless payment is being made in accordance with a plan approved by the Directors; or
- [h] a person whose office as Director would be vacated under any provision of Rule 18.11; or
- [i] a member living in the same Unit as a director who is currently serving.

17.6 Declaration of qualifications to act

Before standing for election or appointment to serve as a Director, every person must declare in writing or in person at the meeting at which the election or appointment takes place that they consent to serve as a Director and that they are qualified to act as a Director.

17.7 Remuneration

Directors will serve without remuneration and a Director must not receive, directly or indirectly, any profits from their position as Director but, in accordance with policies approved by the members, a Director may be paid reasonable expenses incurred in the performance of their duties as Director.

RULE 18 Election, appointment, and removal of Directors

18.1 Election at Annual General Meeting

At every Annual General Meeting, the Directors will be elected to fill the vacancies of Directors whose terms are expiring and any other vacancies as may then exist.

18.2 Nomination of candidates

A member may nominate a candidate for Director, or a member may volunteer to be a nominee for Director, either before or at a meeting at which Directors are to be elected.

18.3 Number of candidates

If the number of candidates in an election for Directors exceeds the number to be elected at the election:

- [a] there must be an election by secret ballot; and
- [b] the number of candidates written on each ballot must be no more than the number to be elected.

18.4 Candidates declared elected

If the number of candidates in an election for Directors is equal to or less than the number of Directors to be elected, subject to the minimum number of Directors required by these Rules, those nominated shall be confirmed by a vote of the general membership.

18.5 Directors elected according to number of votes

In an election for Directors, the chair must declare elected the candidates who received the highest number of valid votes up to the number of Directors to be elected.

18.6 If two or more candidates receive equal number of votes for last vacancy

If two or more candidates receive an equal number of votes for the last vacancy on the Board, those candidates may agree on who will fill the vacancy, but if they cannot agree, the members

- [a] may, by ordinary resolution, but subject to the Act, increase the number of Directors who will serve until the next Annual General Meeting to include all candidates who received an equal number of votes for the last vacancy; or
- [b] alternatively, will immediately hold a run-off election, by secret ballot, between those candidates [who received an equal number of votes for the last vacancy], in which case, if the run-off election results in a tie vote, the last vacancy shall be decided by lot.

18.7 When term of office of Directors ends

The term of office of a Director ends at the end of the Annual General Meeting at which a replacement is to be elected.

18.8 Term of office of Directors

In the election of Directors held at the Annual General Meeting, the Directors must each be elected for a term of one (1) year.

18.9 Further terms of office of Directors

A Director must not serve as such for greater than a continuous period of two years, unless an additional term not to exceed one year is approved by an ordinary resolution of members, and the Director may again serve after an absence of at least one year.

18.10 Effect of vacancy on ability of Directors to act

Despite any vacancy on the Board, the continuing Directors,

- [a] if and so long as the number of continuing Directors constitutes a quorum of the Board, may continue to function without filling the vacancy or may appoint a qualified member to fill the vacancy or may call a general meeting and hold a by-election to fill the vacancy, which new Director in either case will hold office for the balance of the term of the vacating Director, or
- [b] if the number of continuing Directors does not constitute a quorum of the Board, may appoint qualified members as Directors for the purpose of increasing the number of Directors for the sole purpose of calling a general meeting in order to hold a by-election by secret ballot to fill the vacancy.

18.11 Director ceasing to hold office

A Director of the Co-op will cease to hold office if:

- [a] the term of office of that Director expires in accordance with the Act or these Rules;
- [b] the Director is removed in accordance with Rule 18.12;
- [c] the Director dies;
- [d] the Director resigns in writing;
- [e] the Director ceases to be qualified under any provision of Rule 17.5;
- [f] the Director ceases to be a member;
- [g] the Director ceases to live in the Unit on a full-time basis as their principal residence;
- [h] the Director is absent from three consecutive regular meetings of the Directors without the consent of the Directors;
- [i] the Director holds any office of profit under the Co-op;
- [j] a person related to the Director by blood or marriage, or a person residing in the same Unit as the Director, accepts a position as an employee of the Co-op;
- [k] a person residing in the same Unit as the Director is serving as a Director at the same time, in which case the office of the Director last elected or appointed will be vacated;
- [l] the Director is a shareholder, Director, or employee of a corporate entity with whom the Co-op considers entering into or has entered into a contract, unless the Director complies with the provisions of Rule 22; and
- [m] the Director considers entering into or has entered into a contract directly with the Co-op, unless the Director complies with the provisions of Rule 22.

18.12 Removal of Director

A Director may be removed before the expiration of the Director's term of office by a special resolution. The Director, if any, who is to fill the vacancy, must be elected by the members at a general meeting.

18.13 Validity of acts of Directors

Every act of a Director of the Co-op is valid, despite any defect in the Director's appointment, election, or qualification.

RULE 19 Meetings of Directors

19.1 Regulation of meetings

Subject to the Act and these Rules, the Directors may meet together to conduct business, adjourn, and otherwise regulate their meetings, as they consider appropriate.

19.2 Time and place of meetings

Meetings of the Directors must be held at the time and place in British Columbia that they determine is appropriate, and if they don't determine the time and place, the president or any two Directors may make that determination.

19.3 Who may call meetings

The president may, and the secretary of the Co-op on the written request of three Directors must, call a meeting of the Directors at any time.

19.4 Quorum of the Board

The quorum necessary for the transaction of business may be fixed by the Directors, and unless so fixed shall be three.

19.5 Meeting valid despite failure to give notice

The accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any notice by, a Director does not in itself invalidate any proceedings at that meeting.

19.6 Chair

Every meeting of the Directors will be chaired by:

- [a] the president; or
- [b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting,

unless the majority of the Directors choose another person, who need not be a member to be the chair.

19.7 Voting at meetings

Questions arising at any meeting of the Directors are to be decided by a majority of votes, unless the Act or these Rules require otherwise, and in the case of an equality of votes,

- [a] the chair of the Directors' meeting is not entitled to a second or casting vote; and
- [b] the motion is defeated.

19.8 Minutes of the Directors' meetings

The Directors must cause minutes of the following to be filed in books provided for the purpose:

- [a] all appointments of officers made by the Directors;
- [b] the names of the Directors present at each meeting of Directors or of any committee of Directors; and
- [c] all resolutions and proceedings at all meetings of the Directors, or any committee of Directors.

19.9 Directors must sign in at meetings

A Director who is present at a meeting of the Directors or of a committee of Directors must sign their name in a book kept for that purpose, but a failure to sign does not invalidate the meeting.

19.10 Transaction of business by written resolution

A resolution of the Directors signed by all Directors shall have the same force and effect as if passed at a duly constituted meeting of the Directors and the signed resolution must be kept with the minutes of proceedings of the Directors.

20.1 Committees of Directors

The Directors may delegate any of their powers to committees consisting of a member or members of the Directors as they think fit and any committee to whom powers are delegated shall, in the exercise of its powers so delegated, conform to any policies that may be imposed by the Directors and must keep the records required of them under Rule 19.8.

20.2 Advisory committees

The Directors and/or the General Membership may appoint advisory committees consisting of a member or members of the Co-op and may assign duties and responsibilities to those committees that are not inconsistent with the Act and these Rules and may make policies governing their conduct.

20.3 Duty of advisory committees appointed by the Directors to report to the Directors

Advisory committees appointed by the Directors report to, and serve at the pleasure of, the Directors, and must cause minutes of the following to be filed in books provided for the purpose:

- [a] the names of those present at each meeting of the advisory committee; and
- [b] all proceedings at all meetings of the advisory committee, and those minutes must be made available to the Directors on request.

20.4 Duty of advisory committees appointed by the Members to report to the Members

Advisory committees appointed by the Members report to, and serve at the pleasure of, the Members, and must cause minutes of the following to

be filed in books provided for the purpose:

- [b] the names of those present at each meeting of the advisory committee; and
- [b] all proceedings at all meetings of the advisory committee, and those minutes must be made available to the Directors on request.

RULE 21 Officers

21.1 Appointment of officers

The Directors must appoint, by resolution a president, a vice-president, a treasurer, and a secretary of the Co-op from among the Directors.

21.2 Powers and duties of officers

Subject to the Act, the Directors may specify the powers, duties, and responsibilities of the officers, and may vary, add to, or limit the powers, duties, and responsibilities of any officer.

21.3 Remuneration and term of office of officers

Officers will serve without remuneration and the term of office of an officer will be determined by resolution of the Directors.

21.4 Removal of an officer from their position

The Directors, at their discretion, may remove any officer from their position by a resolution of the Directors.

RULE 22 Conflict of interest rules for Directors and officers

22.1 Disclosable interest

A Director or officer holds a “disclosable interest” in a contract or transaction if:

- [a] the contract or transaction is material to the Co-op;
- [b] the Co-op is or proposes to become a party to the contract or transaction; and
- [c] the Director or officer has a material interest in the contract.

22.2 Conflict of interest

A Director or officer of the Co-op is in a “conflict of interest” if that person holds any office or possesses any property or right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that person’s duty or interest as a Director or officer.

22.3 Disclosure of “disclosable interest” or “conflict of interest”

A Director or officer of the Co-op must disclose and the Co-op must approve the nature and extent of any disclosable interest held by that person or any conflict of interest in which that person is involved in the manner set out in the Act.

RULE 23 Indemnification of Directors and officers

23.1 Indemnification

Subject to the provisions of the Act and to Rule 23.2, the Directors must cause the Co-op to indemnify a person who is or was a Director or officer of the Co-op, as well as the person's heirs and personal representatives, against all costs, charges, and expenses whatsoever, including legal fees and any amount paid to settle any action or proceeding or to satisfy any judgment in respect of any threatened, pending or completed civil, criminal or administrative action or proceeding to which the person is or is threatened to be made party by reason of the person being or having been a Director or officer of the Co-op.

23.2 Limitations on the indemnity

The Director or officer must not be entitled to be indemnified under Rule 23.1 if, in relation to the subject matter of the proceeding referred to in that Rule, that person did not act honestly and in good faith with a view to the best interests of the Co-op or in the case of a proceeding that is not a civil proceeding, that person did not have reasonable grounds for believing that his or her conduct in respect of which the proceeding was brought was lawful.

23.3 Insurance

The Directors may cause the Co-op to purchase and maintain insurance for the benefit of a Director or officer of the Co-op or the heirs or other legal representative of the Director or officer against any liability that may be incurred by reason of the Director or officer being or having been a Director or officer of the Co-op.

24.1 Security may be required

Every Director, officer, member, or employee of the Co-op having receipt or charge of money must, before entering upon their duties, give such security as may from time to time be deemed necessary by the Directors..

24.2 Non-disclosure of personal financial information

Every Director, officer, member, agent, or employee of the Co-op must not disclose personal financial information pertaining to a member, prospective member, or tenant to any person except:

- [a] Directors, officers, committees, employees, agents, managers, or advisors of the Co-op for use in connection with their official duties;
- [b] those legally entitled to the information; and
- [c] at a general meeting at which a member is appealing a decision of the Directors of the Co-op to terminate the member's membership and a ground of termination is the failure of the member to pay money due to the Co-op or a breach of a material condition relating to financial information to be provided to the Co-op.

24.3 Borrowing powers

The Directors may, at their discretion, raise or borrow money for the purposes of the Co-op, on behalf of the Co-op, and secure payment thereof in any manner which they see fit, whether by charge upon any or all of the assets of the Co-op, both real or personal, present or future, or otherwise.

24.4 Restrictions

If any security proposed to be given in the exercise of the borrowing powers described in Rule 24.3 is intended to charge the whole or substantially the whole of the undertaking of the Co-op, the borrowing power must not be exercised by the Directors without the authority of a special resolution.

24.5 Raising money in an emergency situation

Notwithstanding Rule 24.6, the Directors from time to time, if in their opinion an emergency exists for which additional funds are required, may levy and collect an additional sum from each member to raise the additional funds to meet the emergency and the same must be payable by the member upon notice to the member.

24.6 Other approved levy

If the members of the Co-op, by ordinary resolution at a general meeting of the Co-op, approve a levy to raise additional funds for any purpose, the Directors may levy and collect an additional sum from each member and the same must be payable by the member upon notice to the member.

24.7 Uniform application of levies

All levies under Rule 24.5 and Rule 24.6 shall apply uniformly to all members without preference, but may be prorated in accordance with the number of shares for which the member has subscribed.

24.8 Levy constitutes a debt due

Upon notice to a member of the levy under Rule 24.5 or Rule 24.6, the same shall constitute a debt due from the member to the Co-op payable on demand.

24.9 Investment powers

The Directors must invest and deal with any part of the funds of the Co-op in such manner as they think fit provided that the Directors must not invest any part of the funds of the Co-op other than:

- [a] in a security or class of securities in which trustees are permitted to invest trust funds under the *Trustee Act*, or
- [b] by deposit in a savings institution in which deposits may be made by trustees under the *Trustee Act*.

24.10 Requirement for auditor

An auditor or firm of auditors, meeting the qualifications provided in the Act, must be appointed by the Co-op by ordinary resolution at every Annual General Meeting, but if an appointment is not made at that meeting, the auditor in office continues as auditor until a successor is appointed.

24.11 Restriction on who may be auditor

No Director, officer, or member of the Co-op may be appointed or may act as auditor.

24.12 Provisions of the Act in respect of the auditor

The Co-op must comply with the other provisions in respect of the auditor as set out in the Act.

24.13 Accounting records

The Directors must cause accounts to be kept in accordance with the Act.

24.14 Location of books of account

Subject to Rule 24.2, the books of accounts must be kept at the registered office of the Co-op, but may be kept at such other place or places as the Directors see fit, and shall at all reasonable times be open to the inspection of the Directors and members.

RULE 25 Dispute resolution

25.1 Initial attempts to resolve the dispute

Any member having a dispute with another member of the Co-operative may first attempt to resolve the dispute with the other parties to the dispute.

25.2 Initiating mediation

If the dispute cannot be resolved by the parties involved, a member wishing to initiate a resolution of the dispute may submit the dispute in writing to the Directors.

25.3 Resolving through mediation

Upon receipt of the written dispute, the Directors, or a mediation committee duly appointed by the Directors, must review the dispute and may try to promptly resolve the dispute as mediators.

25.4 Initiating arbitration

If the dispute is not resolved to the satisfaction of the parties, the Directors may, but need not refer the matter to an arbitration committee consisting of three persons, being a member appointed by each party and a chairperson, who need not be a member, who is mutually agreed upon by those two persons.

25.5 Resolving through arbitration

The decision of the arbitration committee shall be final and binding on all parties and may be enforced on application to the Supreme Court of British Columbia.

25.6 Does not apply to terminations of membership

None of the provisions of this Rule 25 apply to the termination of the membership of a member under Rule 5.

26.1 Notices to Directors, members, and other persons

Any notice or document under these Rules to be given to or served upon a Director, member, or any other person must be in writing and is sufficiently given if it is:

- [a] delivered personally;
- [b] placed in a mail receptacle at or on the principal entrance to the Unit or placed through or affixed to the principal entrance to the Unit;
- [c] delivered or mailed by prepaid mail to the person's last known address, as recorded in the Co-op's register of members or other record of the Co-op; or
- [d] sent to the person by facsimile transmission to a telephone number provided by that person for that purpose.

26.2 Notice to the Co-op

Any notice or document under these Rules to be given to or served upon the Co-op must be in writing and is sufficiently given if it is:

- [a] delivered to the registered office of the Co-op;
- [b] mailed by registered mail to the registered office of the Co-op as recorded under the Act; or
- [c] personally served on a Director of the Co-op.

26.3 Deemed receipt if sent by mail

A notice or document may be delivered or served by addressing, prepaying and mailing the notice or document by ordinary mail, and shall be deemed received on the second day, Saturdays, Sundays, and holidays excepted, after the date of mailing.

26.4 Computation of time

In computing the 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 notice must be excluded and the date of the meeting or other event must be included.

RULE 27 Corporate seal and execution of documents and other instruments

27.1 Corporate seal

The Directors may provide a seal for the Co-op and may determine its form.

27.2 Custody of corporate seal

The Directors must provide for the safe custody of the seal, which may be stored at the registered office of the Co-op or kept at such other place or places as the Directors see fit.

27.3 Use of the corporate seal

The impression of the seal on any document or instrument must be attested by the signatures of any two Directors or other persons as determined by resolution of the Directors.

27.4 Execution of documents

Documents and other instruments may be executed by the Directors or other persons so authorized without the impression of the seal.

RULE 28 Alteration of Memorandum or Rules

28.1 Alteration of Memorandum or Rules

Amendments to the Memorandum and the Rules of the Co-op must be in accordance with the Act and these Rules.

