



COOPERATIVE ASSOCIATION ACT

SPECIAL RESOLUTION

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

FULL NAME OF ASSOCIATION

Pacific Park Place (1985) Housing Cooperative

DATE RESOLUTION PASSED
YYYY / MM / DD
2014/06/24

RESOLUTION (Insert text of special resolution)

See special resolution attached.

I CERTIFY THIS IS A COPY OF A
DOCUMENT FILED ON

OCT 08 2014

17 CAROL PREST
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA

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

NAME OF CURRENT DIRECTOR, OFFICER OR
LAWYER OF THE ASSOCIATION (Please print)

Colleen Fuller

SIGNATURE OF CURRENT DIRECTOR, OFFICER
OR LAWYER OF THE ASSOCIATION

X C Fuller

DATE SIGNED

YYYY / MM / DD

2014/09/18

Note:

- No special resolution altering the memorandum or rules has effect until accepted by the Registrar of Companies.
- Submit this form, in duplicate, to the Corporate Registry, together with the \$70 filing fee or \$100 filing fee for Change of Name.
Mailing Address: PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.
Location Address: 200 – 940 Blanshard Street, Victoria BC V8W 3E6.
Make cheque or money order payable to the Minister of Finance, or provide the Corporate Registry with authorization to debit the fee from your BC OnLine Deposit Account. Please pay in Canadian dollars or in the equivalent amount of U.S. funds.
- Enquiries: 1 877 526-1526.
- Additional information and forms are available on the Internet at: www.bcregistryservices.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA):

Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Cooperative Association Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

Special Resolution

WHEREAS the *Cooperative Association Act* has been amended to no longer permit a housing co-op to end someone's membership by terminating their Occupancy Agreement;

WHEREAS the only way to terminate a membership is under Section 35 of the Co-op Act, which is already incorporated into our co-op's Rules in Rule 5;

WHEREAS the changes to the Co-op Act require changes to our Rules; and

WHEREAS any changes to our Rules come into force after passing a special resolution and filing it with the Registrar of Companies;

THEREFORE WE RESOLVE:

THAT the following changes be made to the existing Rules of the Co-operative, including the Occupancy Agreement scheduled to the Rules;

a. Delete Rule 4.2 and substitute the following:

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] surrenders possession of the Unit;
- [b] dies; or
- [c] 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.

b. Delete Rules 4.3, 8.5, 8.6 and 11.3.

c. In Rule 5.5, delete "the Directors must deliver written notice of the outcome to the member." and substitute the following:

the Directors must

- [d] deliver written notice of the outcome to the member; or

- [e] if membership is being terminated for non-payment of rent, occupancy charges or other money due by the member to the Co-op, serve written notice of the outcome on the member along with a notice setting out the person's right to appeal the termination to the Supreme Court of British Columbia, as well as copies of such forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

d. Delete Rule 5.6 and substitute the following:

5.6 Notice of appeal of termination

If the Directors resolve to terminate a person's membership, the person may, unless the person's membership was terminated for non-payment of rent, occupancy charges or other money due to the Co-op, appeal the termination at the next general 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.

e. Delete Rule 5.7 and substitute the following:

5.7 Appeal of termination

A person whose membership in the Co-op is terminated by the Directors on grounds other than non-payment of rent, occupancy charges or other money due by the member to the Co-op, and who appeals the termination of the membership under Rule 5.6 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 an ordinary resolution, if the membership is terminated for a breach of a material condition of the Occupancy Agreement, as described in Rules 5.1 and 5.3.

f. In Rule 5.8[b], delete "forms 59, 59B, and 59C of Appendix A of the *Supreme Court Rules B.C. Reg. 221/90* or such other forms as" and substitute the following: "such forms as may be".

g. Delete Rule 5.9 and substitute the following:

5.9 Appeal to the Supreme Court of British Columbia

If a person's membership is terminated, the person may appeal the termination to the Supreme Court of British Columbia, in the manner provided in the Act:

- [a] within 30 days after the date on which the notice referred to in Rule 5.5 was served on the person if the membership was terminated for non-payment of rent, occupancy charges or other money due to the Co-op;
- [b] within 30 days after the date on which the notice referred to in Rule 5.8 was served on the person if the membership was terminated for any other reason.

- h. In Rule 5.10, delete “housing charge” in three places and substitute “occupancy charges”.

In the Occupancy Agreement (Schedule A to the Rules)

- i. Delete section 1.01 and substitute the following:

1.01 Breach of conditions

This Occupancy Agreement and the term hereby created shall be subject to the conditions herein set forth, and shall cease and determine upon withdrawal from or termination of membership.

- j. Delete section 1.04 and substitute the following:

1.04 Termination in bankruptcy

The Directors shall have the option to terminate the membership of the Member under the Rules if the Member is declared bankrupt, or makes a general assignment for the benefit of creditors, or a receiver of the Member's property is appointed, or the Member's Shares in the Co-op are claimed, seized or charged under any legal or equitable process, or sold pursuant to any agreement whereby the Shares were attempted to have been pledged as collateral security.

- k. Delete section 4.07 and substitute the following:

4.07 Failure to pay Housing Charge

Failure of the Member to pay the Housing Charge, any additional or supplemental charge or any other amounts owing to the Co-op in accordance with this Occupancy Agreement shall be cause for termination of membership under the Rules.

- l. In section 4.08, delete “termination of this Occupancy Agreement” and substitute “termination of membership under the Rules”

- m. Delete section 4.09 and substitute the following:

4.09 NSF payments

If the Member's cheque for monthly Housing Charges is returned for non-payment or as otherwise unacceptable by the Member's banking institution:

- [a] the Member will be deemed to have failed to make payment of Housing Charges as required hereunder; and
- [b] this may be cause for termination of membership under the Rules.

In addition the Member shall be liable for bank charges incurred in the processing of the returned cheques and any penalties or fines set by the Directors.

- n. Delete section 5.01 and substitute the following:

5.01 Payment of Shares

The Member agrees to pay for all Shares of the Co-op required to be paid for at the date of occupancy of the Unit or in accordance with a payment plan agreed to by the Co-op.

- o. Delete section 5.03

- p. Delete section 10.04 and substitute the following:

10.04 Compensation for alterations

Upon withdrawal from or termination of membership:

- [a] the Member shall not receive any compensation from the Co-op for alterations, changes or additions left in, on or affixed to the Development or the Unit by the Member;
- [b] if the Member chooses to remove the alterations, changes or additions, the Unit must be left in the same condition as it was prior to the alterations, changes or additions having been made; and
- [c] if the Member refuses or neglects for a period of [ten days] following receipt of written notice from the Directors to repair and restore the Unit to its original condition, then the Directors without further notice to the Member may cause repair and restoration of the Unit to be made, and may enter or cause their agents or servants to enter the Unit for that purpose.

- q. Delete section 11.06 and substitute the following:

11.06 Repairs on leaving

Upon withdrawal from or termination of membership in the Co-op, the Member shall surrender and deliver up to the Co-op vacant possession of the Unit, including all additions thereto, in the same condition and state of repair as at the date the Member took possession, (reasonable wear and tear and damage or loss by fire, tempest, earthquake, the Queen's enemies, and acts of God excepted).

Upon such surrender, the Co-op is hereby authorized to:

- [a] make decorations, repairs, changes, alterations or restorations to the Unit as may be necessary or convenient in the Co-op's sole discretion; and
- [b] put the Unit in the required condition and state of repair.

Whereupon the Member will, upon demand, pay to the Co-op all costs and expenses of such decorations, repairs, changes, alterations and restorations, which costs and expenses shall be due and payable by the Member to the Co-op immediately on notice in writing to the Member.

- r. Delete section 11.07 and substitute the following:

11.07 Inspection on withdrawal or termination

The Directors shall cause the Unit to be inspected on, before, or within a reasonable time after withdrawal from or termination of membership and provide the Member with a written list of cleaning, repairs, changes, alterations and restorations which the Co-op requires to be carried out at the Member's expense.

- s. Delete section 16.01 and substitute the following:

16.01 Right of occupancy

The Occupancy Agreement and the right of the Member, and that of any person residing in the Unit, to possession or occupancy of the Unit shall terminate if the membership of the Member is terminated under the Rules.

- t. Delete sections 16.03 to 16.06 and substitute the following:

16.03 Oppression remedies and arbitration do not apply

If the membership of the Member is terminated, the Member agrees that Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the *Cooperative Association Act*, and any grievance or dispute procedure that may exist in the Rules or the policies of the Co-op do not apply and are expressly waived and shall not be invoked by the Member.

- u. Delete section 17.02 and substitute the following:

17.02 Vacant possession

The Member agrees to immediately quit and give-up vacant possession of the Unit upon the effective date of withdrawal from or termination of membership. If the Member does not immediately quit and give up vacant possession then the Member shall pay to the Co-op:

- [a] an amount equal to the Housing Charges herein prorated on a daily basis for each day that the Member fails to quit and deliver vacant possession; and
- [b] any loss or damage the Co-op may suffer as a result of the failure to quit and deliver possession.

- v. Delete sections 18.01 and 18.02 and substitute the following:

18.01 Withdrawal from membership

Withdrawal of the Member from the membership of the Co-op shall terminate the Occupancy Agreement, and withdrawal shall occur:

- [a] at any time by written agreement signed by the Member and the Co-op;
- [b] by the Member giving two months' notice of withdrawal in writing, the time being calculated from the last day of the month in which notice is given; or
- [c] in the circumstances provided for withdrawal specified in the Rules of the Co-op.

18.02 Share purchase

Upon withdrawal from or termination of membership, the Co-op shall purchase or sell the Member's Shares in the Co-op in the amount and in the manner specified in Section 19 of this Occupancy Agreement.

- w. Delete section 19.01 and substitute the following:

19.01 Disposal of Shares

If the Occupancy Agreement for a Unit is terminated by reason of withdrawal from or termination of membership, the Co-op:

- [a] shall have the right to find a new member for the Unit and to dispose of the Shares of the Co-op held in the name of the departing Member; and
- [b] shall be the sole and irrevocable agent and attorney of the Member for the purpose of finding a new member to purchase the Shares held in the name of the departing Member and to occupy the Unit.

- x. Delete section 20.02 and substitute the following:

20.02 Failure to pursue remedies

Any failure by the Co-op to terminate the Member's membership because of any breach by the Member of any of the provisions herein or any extension of time granted to the Member for the payments of any amount due under the provisions of the Occupancy Agreement, shall not in any way be construed as a waiver of any of the Co-op's rights hereunder or as an implied future waiver or extension on any subsequent default by the Member.

- y. Delete "or to terminate the Occupancy Agreement," in section 20.03.

- z. Delete section 21.01 and substitute the following:

21.01 Termination on abandonment

If the Member has abandoned the Unit, the Co-op may terminate the Member's membership under the Rules.

AND THAT the board be directed to submit the amendments to the Rules to the Registrar of Companies for filing.