

GOLFONTARIO

GOLF ASSOCIATION OF ONTARIO/
ASSOCIATION DE GOLF DE L'ONTARIO

GENERAL BY-LAW

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GENERAL BY-LAW

1. General

1.1 **This By-Law** relates to the general conduct of the affairs of the Golf Association of Ontario/Association de golf de l'Ontario, a corporation governed by the Ontario *Not-for-Profit Corporations Act, 2010* as amended.

1.2 **The Association** is the governing body for the sport of golf in Ontario, and is recognized by the Government of Ontario – Ministry of Sport as the Provincial Sport Organization for Golf.

1.3 **Definitions:** The following terms have these meanings in this By-Law:

a) "Act" means the *Not-for-Profit Corporations Act, 2010* of Ontario, any regulations passed thereunder and any statute that may be substituted therefore, as from time to time amended;

b) "Annual Meeting" means an annual meeting of Members;

c) "Articles" means the Letters Patent of Amalgamation amalgamating the Ontario Golf Association and the Ontario Ladies Golf Association to continue as the Association, and any instrument that modified or modifies same (including Supplementary Letters Patent and Articles of Amendment);

d) "Association" means the Golf Association of Ontario / Association de golf de l'Ontario;

e) "Board" means the Board of Directors of the Association;

f) "By-Laws" means this by-law and all other by-laws of the Association from time to time in force and effect;

g) "Director" means any individual who is a director of the Association;

h) "Golf Facility Member" has the meaning ascribed to that term in Section 2.1(a);

i) "Golf Group Member" has the meaning ascribed to that term in Section 2.1(b);

j) "Honourary Life Patron" has the meaning ascribed to that term in Section 7;

k) "Individual Voting Member" has the meaning ascribed to that term in Section 2.1(c);

l) "Individual Non-Voting Member" has the meaning ascribed to that term in Section 2.1(d);

m) "majority" means the number greater than half of any total;

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n) "Member" means any Individual Voting Member, Individual Non-Voting Member, Golf Facility Member or Golf Group Member, and “Members” and “Membership” have corresponding meanings;

o) " Members’ Meetings" includes Annual Meetings and Special Meetings;

p) “Ordinary Resolution” means a resolution passed by a majority of the votes cast on a resolution.

q) “Proxy Holder" means an individual who a Voting Member appoints in writing to attend and act in accordance with the written proxy at a Members’ Meetings;

r) “Special Meeting” means a special meeting of Members;

s) “Special Resolution” means a resolution passed by not less than two-thirds of the votes cast on a resolution; and

t) “Voting Delegate" means an individual designated in writing by a Golf Facility Member or a Golf Group Member as contemplated by Section 10.4.

u) “Voting Members" means Individual Voting Members, Golf Facility Members and Golf Group Members.

1.4 **Registered Office**. The registered office of the Association shall be in the Province of Ontario, Canada, at such place as may from time to time be determined in accordance with the Act.

1.5 **Seal.** The corporate seal of the Association (if any) shall be the seal adopted as such by the Board from time to time. The Chief Executive Officer shall be the custodian of the corporate seal (if any).

2. Membership

2.1 **Categories of Membership**. The Association has the following five (5) categories of Membership:

a) Golf Facility Member: any golf facility that pays a Membership fee to the Association and that has been issued membership in the Association as a ‘Golf Facility Member’. The Board may issue or deny any Golf Facility Membership;

b) Golf Group Member: a group that pays a Membership fee to the Association, that has been formed by at least 15 individuals who are not members of a Golf Facility Member, and that has been issued membership in the Association as a ‘Golf Group Member’. A Golf Group Member does not own, lease, manage, operate or control a golf course. It operates under by-laws with an individual or committee appointed to supervise golf activities. The Board may issue or deny any Golf Group Membership;

c) Individual Voting Member: an individual who is a Director;

d) Individual Non-Voting Member: an individual:

i. who is a member in good standing of a Golf Facility Member or of a Golf Group Member; or

ii. who is unaffiliated with a Golf Facility Member or a Golf Group Member, who has paid the required Membership fee directly to the Association, and who has activated their Membership by providing the information required by the Association. The Board may issue or deny any individual Non-Voting Membership.

e) Off-Course Facility Non-Voting Member: means a commercial off-course facility offering golf experiences to the public and supporting the participation in or instruction of golf, including virtual and/or simulator golf facilities and other off-course golf facilities that pays a Membership fee to the Association and that has been issued membership in the Association as an 'Off-Course Facility Member'. The Board may issue or deny any Off-Course Facility Membership.

2.2 **Membership Applications**. Applications for Membership shall be made by way of a Membership application form provided by the Association and shall include such materials and information as the Association may request and require. The Association, upon being satisfied in its sole discretion with the contents of an application for Membership and upon payment of the relevant Membership fee, shall confirm to the applicant that the relevant Membership shall be issued to the applicant.

2.3 **Ceasing to be a Member**.
A member shall cease to be a Member upon the occurrence of any of the following events:

2.3.1 The expiration of the Member's annual membership, unless renewed in accordance with the Association's procedures;

2.3.2 The resignation of such Member;

2.3.3 The death of such Member;

2.3.4 The dissolution of such Member;

2.3.5 The expulsion of such Member in accordance with Section 2.7; or

2.3.6 The liquidation or dissolution of the Association under the Act.

2.4 **Transfer**. Membership is not transferable.

2.5 **Membership Policies**. The Board shall from time to time establish policies related to Membership including for the admission of new Members as well as the reinstatement to Membership of any former Member.

2.6 **Compliance**. All Members shall comply with the By-Laws and all decisions of the Board provided the same are not contrary to law (including the Act), the Articles or the By-Laws.

2.7 **Suspension and Expulsion**. Any Member who does not comply with the By-Laws, rules or policies of the Association or with any decisions of the Board or who does not pay Membership fees or other liabilities to the Association as they become due may be

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suspended or expelled from the Association if so determined by Special Resolution of the Directors present at the Board meeting at which such vote is taken provided the Member has been given notice of and the opportunity to be heard at such meeting. In this regard, suspension or expulsion regarding a Member may only occur if:

2.7.1 The relevant Member is given at least fifteen (15) days' written notice of the proposed suspension or expulsion with reasons; and

2.7.2 The Member is given an opportunity to submit a written statement, not less than five (5) days before the proposed suspension or expulsion becomes effective, by the Board.

2.8 **Resignation.** Any Member may resign from Membership in the Association by notice in writing to the Chief Executive Officer subject, however, to the payment of any arrears of Membership fees or other liabilities to the Association.

2.9 **Good Standing.** A Member will be in good standing provided that the Member:

a) Has not ceased to be a Member;
b) Is not suspended or expelled from Membership, or subject to other Membership restrictions or sanctions;
c) Has completed and remitted all documents as required by the Association;
d) Is in compliance with the By-Laws, policies, and rules of the Association;
e) Is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
f) Has paid all required Membership fees.

2.10 **Cease to be in Good Standing**. A Member who ceases to be in good standing as determined by the Board or a disciplinary panel (appointed by the Board) or the Chief Executive Officer with reference to the criteria listed in Section 2.9 will not be entitled to vote at meetings of the Members or be entitled to the benefits and privileges of membership until such time as the Board or a disciplinary panel or the Chief Executive Officer is satisfied that the Member has met the good standing criteria listed in Section 2.9. In this regard, determination that a Member has ceased to be in good standing may only occur if:

2.10.1 The relevant Member is given at least fifteen (15) days' written notice of the proposed determination by the Board or a disciplinary panel or the Chief Executive Officer that the Member has ceased to be in good standing with reasons; and

2.10.2 The Member is given an opportunity to submit a written statement, not less than five (5) days before the proposed determination that the Member has ceased to be in good standing becomes effective to the one of the Board or a disciplinary panel or the Chief Executive Officer which is to consider the proposed determination.

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3. **Board of Directors.**

Composition. The Board shall consist of eleven (11) Directors which number may be adjusted from time to time by Special Resolution of the Members.

3.1 **Eligibility.** Any individual who is a Member may be nominated, elected or appointed to the Board if the person (i) has attained the age of 18 years of age or older (ii) has not been found under the *Substitute Decisions Act, 1992* (Ontario) or under the *Mental Health Act* (Ontario) to be incapable of managing property; (iii) has not been found to be incapable by any court in Canada or elsewhere (iv) does not have the status of bankrupt (v) is not prohibited under the Act from acting as a Director (vi) is not an employee of, or an independent contractor for, the Association or the Royal Canadian Golf Association.

3.2 **Nominations.** Subject to the above, any Member may submit an application for a position on the Board provided such application is made in writing in the form required and addressed to the Nominating Committee. All such applications shall be mailed or delivered to the Association so as to be received by the Nominating Committee not later than ninety (90) days prior to the anniversary of the preceding Annual Meeting.

3.3 **Nominating Committee**. The nomination of individuals for election as Directors shall be carried out by the Nominating Committee pursuant to its Terms of Reference and nominating procedures provided that the Nominating Committee shall report to the Board regarding the results of its activities in relation to a specific nomination process, after which the Board shall identify the nominees who will stand for election.

3.4 **Nominees**. Notice of an Annual Meeting or Special Meeting at which Directors are to be elected will include a list of the individuals identified by the Board as nominees who will stand for election as Directors. Subject to the Act and to Section 3.9, nominations for Directors: (i) may only be made in accordance with Section 3.3; and (ii) for greater certainty and without limiting the foregoing, may not be made from the floor at a Members' Meetings.

3.5 **Elections.** The election of Directors shall take place at Annual Meetings. Directors shall be elected to hold office until the third (3rd) Annual Meeting after their election or until their successors are elected, provided that a Director elected as contemplated by Section 3.7.1 shall hold office for the additional term referred to in that provision, and provided further that a Director elected as contemplated by Section 3.7.3 shall hold office for the additional term referred to in that provision. At each Annual Meeting the number of Directors to be elected shall be limited to that number required to replace the Directors whose terms have expired, plus the number of Directors to replace those Directors, if any, who have resigned or are otherwise unable to continue as Directors.

3.6 **Term.** Upon the recommendation of the Nominating Committee, the Board may consider, and in the Board's discretion approve, the nomination of a specific Director or Directors for a second three (3) year term.

3.7 **Limitations.** No individual may be nominated, elected or appointed to the Board after completing two (2) consecutive three (3) years terms unless the Board determines that:

3.7.1 such individual is currently a Director and is the Chair or Vice-Chair or has been appointed to become such following the next Annual Meeting, in which case such Director may be elected for an additional term of not more than two (2) years; or

3.7.2 such individual has not been a Director for more than two (2) years prior to the next Annual Meeting; or

3.7.3 a one (1) year extension to the individual's eligibility to be elected as a Director is determined by the Board to be in the best interest of the Association (provided that in no case may a Director elected to an additional term as contemplated by Section 3.7.1 hold office for a period exceeding nine (9) years, and in no case may any other Director hold office for a period exceeding seven (7) years).

3.8 **Vacancies**. If any vacancy occurs in the Board, the remaining Directors, if constituting a quorum, may appoint a qualified individual to fill such vacancy. The individual so appointed shall hold office during such time as the Director in whose place the individual was appointed would have held office.

3.9 **Removal of Director by Members**. Members may, at a Members' Meeting duly called for the purpose, remove a Director by way of Ordinary Resolution before the expiration of that Director's term and may by Ordinary Resolution appoint another qualified individual to replace that Director. The individual so appointed shall hold office during such time as the Director in whose place the individual was appointed would have held office if that Director had not been removed.

4. Board Meetings

4.1 **Board Meetings**. The Board may hold meetings at such place or places in Ontario and in such manner as it may from time to time determine. If all Directors consent, a meeting of the Board or a meeting of a committee of Directors may be held by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting, and a Director participating in such a meeting is deemed to be present at the meeting. Meetings of the Board may be called by the Chair or the Vice-Chair or on the direction of the Chair or a Vice-Chair, and a special meeting of the Board shall be called by the Chair or a Vice-Chair on the written requisition of no fewer than three (3) Directors. Notices of any such meetings shall be delivered, mailed or sent by electronic transmission to each Director at least (5) days before the date on which the meeting is to take place.

4.2 **First Board Meeting of New Board**. Each newly elected Board shall hold its first meeting for the purpose of organization and the appointment of the officers and members of committees provided for by this By-Law, for the ensuing year, within fifteen (15) days following the Members' Meeting at which such Board was elected.

4.3 **Quorum**. At all meetings of the Board, a majority of Directors holding office shall constitute a quorum.

4.4 **Majority Vote**. Save as in this By-Law otherwise provided, at all meetings of the Board every question shall be decided by a majority of votes cast by the Directors present.

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4.5 **Conflicts of Interest.**

4.5.1 A Director or officer of the Association who:

4.5.1.1 is a party to a material contract or transaction or proposed material contract or transaction with the Association; or

4.5.1.2 is a director or an officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Association;

shall disclose to the Association or request to have entered in the minutes of meetings of the Board the nature and extent of their interest.

4.5.2 The disclosure required by Section 4.5.1 must be made, in the case of a Director:

4.5.2.1 at the Board meeting at which a proposed contract or transaction is first considered;

4.5.2.2 if the Director was not then interested in a proposed contract or transaction, at the first Board meeting after they become so interested;

4.5.2.3 if the Director becomes interested after a contract is made or a transaction is entered into, at the first Board meeting after they become so interested; or

4.5.2.4 if a person who is interested in a contract or transaction later becomes a Director, at the first Board meeting after they become a Director.

4.5.3 The disclosure required by Section 4.5.1 must be made, in the case of an officer who is not a Director:

4.5.3.1 forthwith after the officer becomes aware that the contract or transaction or proposed contract or transaction is to be considered or has been considered at a meeting of Directors;

4.5.3.2 if the officer becomes interested after a contract is made or a transaction is entered into, forthwith after they become so interested; or

4.5.3.3 if a person who is interested in a contract or transaction later becomes an officer, forthwith after they become an officer.

4.5.4 Despite any provision to the contrary, if Section 4.5.1 applies to a Director or officer in respect of a material contract or transaction or proposed material contract or transaction that, in the ordinary course of the Association's business, would not require approval by the Board or Members, the Director or officer shall disclose to the Association or request to have entered in the minutes of meetings of Board, the nature and extent of their interest forthwith

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after the Director or officer becomes aware of the contract or transaction or proposed contract or transaction.

4.5.5 A Director referred to in Section 4.5.1 shall not attend any part of a Board meeting during which the contract or transaction is discussed and shall not vote on any resolution to approve the contract or transaction unless the contract or transaction is:

4.5.5.1 one for indemnity or insurance; or

4.5.5.2 with an organization affiliated with the Association.

4.5.6 If no quorum exists at a Board meeting for the purpose of voting on a resolution to approve a contract or transaction only because a Director is not permitted to be present at Board meeting by reason of Section 4.5.1, the remaining Directors are deemed to constitute a quorum for the purposes of voting on the resolution.

4.5.7 A general notice to the Board by a Director or officer disclosing that they are a Director or officer of or have a material interest in a person, or that there has been a material change in the Director's or officer's interest in the person, and is to be regarded as interested in any contract made or any transaction entered into with that person is sufficient disclosure of interest in relation to any such contract or transaction for the purposes of this Section 4.5.

4.5.8 A contract or transaction for which disclosure is required under Section 4.5.1 is not void or voidable, and the Director or officer is not accountable to the Association or its members for any profit or gain realized from the contract or transaction, because of the Director's or officer's interest in the contract or transaction or because the Director was present or was counted to determine whether a quorum existed at the meeting of Directors or of the committee of Directors that considered the contract or transaction, if:

4.5.8.1 disclosure of the interest was made in accordance with this Section 4.5;

4.5.8.2 the Board approved the contract or transaction; and

4.5.8.3 the contract or transaction was reasonable and fair to the Association when it was approved.

4.5.9 Despite anything in this Section 4.5, a Director or officer, acting honestly and in good faith, is not accountable to the Association or to its Members for any profit or gain realized from any contract or transaction by reason only of their holding the office of Director or officer, and the contract or transaction, if it was reasonable and fair to the Association at the time it was approved, is not by reason only of the Director's or officer's interest in it void or voidable if:

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4.5.9.1 the contract or transaction is confirmed or approved by Special Resolution at a Members' Meeting duly called for that purpose; and

4.5.10 the nature and extent of the Director's or officer's interest in the contract or transaction are disclosed in reasonable detail in the notice calling the Members' meeting.

4.6 **Resolution in lieu of Board Meeting**. A resolution, signed by all the Directors entitled to vote on that resolution at a meeting of the Board or of a committee of Directors is as valid as if it had been passed at a meeting of the Board or of a committee of Directors. The Association shall keep a copy of every resolution referred to in the preceding sentence with the minutes of meetings of the Board or of a committee of Directors.

5. Responsibilities of the Board.

5.1 **Empowered.** Except as otherwise provided in the Act or the By-Laws, the Board shall manage or supervise the management of the activities and affairs of the Association.

5.2 **Duties.** The Directors shall perform such duties as may from time to time be established by the Board.

5.3 **Representatives.** The Board shall be responsible for nominating or appointing any required representatives of the Association to the Royal Canadian Golf Association.

5.4 **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer, upon such terms and conditions as the Board may determine. In the event of an in-camera Board meeting, the Board shall determine whether the Chief Executive Officer shall be invited to attend.

6. Officers

6.1 **Officers**. The officers of the Association shall be appointed by the Board and shall consist of the Chair, Vice-Chair, Secretary, a Past-Chair, Chief Executive Officer, and such other officers as the Board may from time to time determine.

6.2 **Chair**. The Chair shall, when present, act as the chair at all Members' Meetings and of the Board and shall perform such other duties as may from time to time be established by the Board. The Chair shall be a member of all Board committees and shall have such other duties as may be determined by the Board from time to time.

6.3 **Vice-Chair**. During the absence or inability of the Chair, the Chair's duties and powers may be exercised by the Vice-Chair designated by the Board. The Vice-Chair shall have such other duties as may be determined by the Board from time to time.

6.4 **Past-Chair**. At the discretion of the current Board, the individual who served as the immediate preceding Chair may be appointed as the "Past-Chair" and (i) may be requested to provide advice to the Chair and/or to the Board, and (ii) if the Past-Chair is not a Director, may at the invitation of the Board, attend Board meetings.

6.5 **Chief Executive Officer**. Subject to the authority and approval of the Board, the Chief Executive Officer shall have responsibility for the general management of the affairs and

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business of the Association, the power to appoint and remove any and all employees and agents of the Association not elected or appointed by the Board and to settle the terms of their employment and remuneration. The Chief Executive Officer shall have such other duties as the Board may prescribe. The Chief Executive Officer shall conform to all orders given by the Board or the Chair, and shall at all reasonable times give to the Directors all information they may require regarding the affairs of the Association.

6.6 **Secretary.** An individual shall be appointed by the Board to act as secretary of all meetings of the Board and Members' Meetings; cause the minutes of all such meetings to be recorded in books kept for that purpose; cause notice to be given for all meetings of the Board and Members' Meetings when directed to do so and have charge of the minute books of the Association. The Secretary shall have such other duties as may be determined by the Board from time to time.

7. Honourary Life Patron

7.1 **Honourary Life Patron**. A former Director of the Association may, if recommended by the Nominating Committee and then approved by the Board, be designated by the Board as an Honourary Life Patron of the Association in recognition of outstanding contribution to golf in Ontario (provided that individuals who were "Honourary Directors" prior to the time of the introduction of the position of Honourary Life Patron shall automatically become Honourary Life Patron including all of the entitlements related thereto). An Honourary Life Patron shall be entitled to attend Members' Meetings but shall not be entitled at such meetings to any vote in the capacity of an Honourary Life Patron. An Honourary Life Patron may be appointed by the Board to serve as a member or the chair of a committee of the Association and shall be entitled to a vote on the committee. For greater certainty, the Board at any time may in its discretion withdraw a designation under this provision.

8. Committees

8.1 **Committees**. The Board shall appoint a Governance Committee, Nominating Committee, Finance and Audit Committee, a Human Resources and Compensation Committee and such other committees as it may determine from time to time. Committees shall operate at the pleasure of the Board and are fully accountable to the Board. The Board reserves the right to appoint, remove or replace the chair of any committee at any time.

8.2 **Authority.** Except as otherwise determined by the Board, Committees do not have powers to direct management or approve recommendations independent of the full Board.

8.3 **Bind.** No committee member shall bind the Association in respect of any contract or other obligation unless authorized by the Board.

8.4 **Expenditures.** No committee member shall expend monies of the Association or commit the Association to expenditure of monies unless authorized by the Board.

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9. Finance

9.1 **Membership Fees**. The Membership fees payable by Members shall be in such amount or amounts and determined and collected in such manner as may from time to time be determined by the Board.

9.2 **Investment of Monies**. The Board may invest any monies of the Association not required for immediate expenditure in those securities in which the Board, or any committee designated by the Board for that purpose, may determine.

9.3 **Remuneration for Officers, Committee Members and Directors**. No officer (except the Chief Executive Officer or any other officer who is in the employ of the Association), member of any Board committee, or Director, shall be entitled to receive or be paid any remuneration for any services rendered in the capacity as such officer, member of any such committee or Director. Subject to the approval of the Board, a Director, an officer of the Association or a member of any committee may, however, be reimbursed such travelling or other expenses as they may incur in the performance of any duty, service or function on behalf of the Association.

9.4 **Banking Arrangements and Contracts**. The banking business of the Association, or any part thereof, shall be transacted with such chartered 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 the Association's behalf by such one or more officers and/or other individuals as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without limiting the generality of the foregoing, the operation of the Association's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques and promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money, the giving of receipts for and orders relating to any property of the Association, 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 banker to do any act or thing on the Association's behalf to facilitate such banking business.

9.5 **Execution.** The Board may from time to time by resolution direct the manner in which and the individual or individuals by whom any particular instrument, contract or obligation or any class of instruments, contracts or obligations may or shall be executed. Any signing officer may affix the corporate seal (if any) to any instrument or document that requires the same.

9.6 **Auditors**. An auditor shall be appointed for the ensuing year by the Voting Members at each Annual Meeting. The remuneration of the auditor shall be approved by the Board. It shall be the duty of such auditor to audit the accounts of the Association and to make such examination as will enable the auditor to report to the Members.

9.7 **Financial Statements**. A balance sheet and statement of income and expenditure for the financial year shall be prepared by the Association and submitted to the Board as soon after the close of each financial year as possible. Such balance sheet and statement of income and expenditure shall be prepared in accordance with generally accepted accounting principles and presented to the Members at the Annual Meeting. The auditor

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shall make a report to Members on the financial statements presented to the Members as required by the Act.

9.8 **Financial Year**. Unless otherwise ordered by the Board, the financial year of the Association shall end on October 31st in each year.

10. **Members' Meetings**

10.1 **Annual Meeting**. The Annual Meeting shall be held in Ontario on such day as the Board may by resolution determine for the purposes of: receiving the report of the Board and the balance sheet and statement of income and expenditure for the preceding financial year; receiving the report of the auditor; electing Directors; appointing an auditor for the ensuing year; and transacting such other business as may properly be brought before the meeting. The Annual Meeting will be held within fifteen (15) months of the last Annual Meeting and within six (6) months of the Association's fiscal year end.

10.2 **Special Meeting**. The Board may, whenever it thinks fit, and it shall, upon the requisition made in writing by the Chair or by not less than 10% of the Voting Members, convene a Special Meeting. Such a requisition shall express the purpose or purposes of the meeting proposed to be called and shall be delivered to the registered office of the Association. Upon the receipt of such requisition, the Board shall forthwith call a Special Meeting, and if it does not call the same within twenty-one (21) days of the receipt of the requisition, the Members requisitioning the same may proceed to call a meeting which will be held within sixty (60) days from the date of the requisition.

10.3 **Voting.** Each Individual Voting Member is entitled to one (1) vote at all Members' Meetings. Each Golf Facility Member and each Golf Group Member shall be entitled to the following number of votes at all Members' Meetings:

Golf Facility Members and Golf Group Members	Number of Votes
up to 100 members	one (1)
from 101 to 400 members	two (2)
from 401 to 900 members	three (3)
from 901 to 1200 members	four (4)
over 1200 members	five (5)

Individual Non-Voting Members and Off-Course Facility Non-Voting Members are not entitled to vote at meetings of members.

10.4 **Voting Delegates.** Votes of each Golf Facility Member and of each Golf Group Member shall be cast by one (1) Voting Delegate designated in writing by each such Member.

10.5 **Proxies.** Votes may be cast either personally or by proxy, and any Member may appoint a proxyholder. The form of proxy shall comply with the Act, and a form of proxy shall be included with or referred to in each notice calling a Members' Meeting.

10.6 **Submission of Proxies.** The Board may specify in a notice of a Members' Meeting a time preceding the time of the Members' Meeting or adjourned Members' Meeting before which instruments appointing proxy holders must be deposited with the Association. Such

time for depositing proxies shall be not more than forty-eight (48) hours, excluding Saturdays and holidays, before the time of any such Members' Meeting. An instrument appointing a proxy holder shall be acted upon only if, prior to the time specified in the notice of the Members' Meeting, it shall have been deposited with the Association, or if no such time is specified in such notice, only if it has been received by the Secretary of the Association or by the chair of the Members' Meeting or any adjournment thereof prior to the time of voting.

10.7 **Notice.** Notice of all Members' Meetings shall set out the general nature of business to be conducted with enough information to allow Members to make a reasoned decision. Such notice shall be given to each Member not less than twenty-one (21) days and not more than fifty (50) days before the date fixed for the meeting.

10.8 **Quorum.** A quorum for the transaction of business at any Members' Meeting shall be twenty-five (25) Members represented in person or by proxy.

10.9 **Quorum Not Present**. If within one (1) hour from the time appointed for the Members' Meeting a quorum is not present, the Members' Meeting, if convened upon requisition as provided in Section 10.2 shall be dissolved. In any other case it shall stand adjourned to the next day at the same hour and place, and if at such adjourned Members' Meeting a quorum of members is not present, the Members' Meeting shall be dissolved.

10.10 **Voting**. At any Members' Meeting every question shall, unless otherwise required by the Articles, the By-Laws or the Act, be determined by Ordinary Resolution. Only Voting Members, Proxy Holders and Voting Delegates who are registered at the meeting may vote.

10.11 **Show of Hands**. Subject to a poll being required or demanded as provided in Section 10.12, any question at a Members' Meeting shall be decided by a show of hands. Whenever a vote by show of hands has been taken, the chair of the Members' Meeting shall declare whether or not the motion has been carried. An entry to that effect shall be made in the minutes of the Members' Meeting. Such entry shall be prima facie evidence of the decision on the question without proof of the number or proportion of the votes recorded in favour of or against and the result of the vote so taken shall be the decision of the Members.

10.12 **Poll**. On any question proposed for consideration at a Members' Meeting, regardless of whether a show of hands has been taken thereon, the chair of the Members' Meeting, any Member or Proxy Holder registered at the Members' Meeting and entitled to vote on the question may demand a poll. A poll so required or demanded shall be taken in such manner as the chair of the Members' Meeting shall direct. A requirement or demand for a poll may be withdrawn at any time prior to the taking of the poll. Upon a poll each Member registered at the Members' Meeting or represented by proxy shall be entitled to that number of votes set forth in Section 10.3.

10.13 **Members' Meetings by Telephonic or Electronic Means.** If the Board calls a Members' Meeting, the Board may determine that the Members' Meeting be held entirely by telephonic or electronic means that permits all participants to communicate adequately with each other during the Members' Meeting.

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10.14 **Participation in Members' Meetings by Telephonic or Electronic Means.** Any person entitled to attend a Members' meeting may participate in the meeting by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting if the Association makes such means available. A person so participating in a meeting is deemed to be present at the meeting.

10.15 **Voting by Mail, Telephonic or Electronic Means.** Where voting for the election of Directors or regarding any other matter is conducted by mail, telephonic or electronic means, the Chief Executive Officer shall be responsible to implement a system of adequate notice and recording, and to protect the integrity and privacy of Voting Members entitled to vote such that the votes may be verified as having been made by Voting Members entitled to vote and such that the Association is not able to identify how each Voting Member voted.

11. Limitation of Liability

11.1 **Limitation of Liability.** No Director, officer or committee member of the Association is liable for the acts, neglects or defaults of any other Director, officer, committee member or employee of the Association or for joining in any receipt or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Association is deposited or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or association with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office or trust provided that they have:

11.1.1 complied with the Act and the Association's Articles and By-Laws; and

11.1.2 exercised their powers and discharged their duties in accordance with the Act.

12. Notice

12.1 **Notice**. Whenever under the provisions of the By-Laws any notice is required to be given, such notice shall be sufficiently given if mailed, given by personal delivery or delivered by electronic means including by email to the addressee's address as the same appears upon the books of the Association. A notice delivered by mail shall be deemed to be delivered on the fourth (4th) day after it is mailed and a notice given by personal delivery or delivered by electronic means including by email shall be deemed to be delivered on the day on which it is so given or delivered.

12.2 **Waiver of Notice**. Any Director, officer, committee member or Member may at any time waive any notice required to be given under the By-Laws.

12.3 **Error in Notice.** The accidental omission to give notice of a meeting of the Board, any committee of the Board or of the Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

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13. **Interpretation**

13.1 **Interpretation**. In the By-Laws and rules and regulations of the Association, words importing the singular number shall, unless the context otherwise requires, include the plural number, and vice versa, and references to persons shall include firms or corporations.

14. **Indemnification**

14.1 **Indemnification**.

14.1.1 Every Director or officer or former Director or officer of the Association or an individual who acts or acted at the Association's request as a director or officer, or in a similar capacity, of another entity, shall be indemnified and saved harmless out of the Association's funds from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other action or proceeding in which the individual is involved because of that association with the Association or other entity.

14.1.2 The Association may advance money to an individual referred to in Section 14.1.1 for the costs, charges and expenses of an action or proceeding referred to in that Section, but the individual shall repay the money if the individual does not fulfil the conditions set out in Section 14.1.3.

14.1.3 The Association shall not indemnify an individual under Section 14.1.1 unless:

14.1.3.1 the individual acted honestly and in good faith with a view to the Association's best interests or other entity for which the individual acts or acted at the Association's request as a director or officer, or in a similar capacity, as the case may be; and

14.1.3.2 if the matter is a criminal or administrative proceeding that is enforceable by a monetary penalty, the individual had reasonable grounds for believing that their conduct was lawful.

14.2 **Insurance.** Subject to the Act and applicable laws, the Association may purchase and maintain insurance for the benefit of an individual referred to in Section 14.1.1, against any liability incurred by that individual in the individual's capacity as a director or an officer of the Association, or, in the individual's capacity as a director or officer, or in a similar capacity, of another entity if the individual acts or acted in that capacity at the Association's request.

15. **Amendment of By-Laws**

15.1 **By-Laws**. The Board may from time to time pass by-laws not contrary to the Act, or the Articles, to regulate the conduct and affairs in all particulars of the Association. The Board may by by-law, repeal or amend this By-Law but any such repeal or amendment shall be effective only until the next Annual Meeting, unless confirmed thereat by the Members, and, in default of confirmation, ceases to have effect at and from that time.

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16. **Repeal of Prior By-Laws**

16.1 **Repeal of Prior By-Laws.** In confirming this By-Law, the Members of the Association repeal all prior by-laws of the Association provided that such repeal does not impair the validity of any action done pursuant to the repealed by-laws.

PASSED by the Board on the 28th of September, 2026 and to be **CONFIRMED** by the Members on the 22nd of February, 2027.

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