

DRAFT SILVER STAR RESORT ASSOCIATION BYLAWS

BY-LAWS

Of

The Silver Star Resort Association

Part 1

INTERPRETATION

1. INTERPRETATION

1.1 In these By-laws, unless there is something in the subject or context inconsistent therewith:

"Act" means the Resort Associations Act, R.S.B.C. 1996, c. 320, as amended from time to time;

"Assessments" or "Assessment" means all amounts paid or required to be paid to the SSRA by members and stipulated as levies pursuant to Part 20 of these By-laws;

"Auditor" means a person qualified to act as an auditor of a society in accordance with the *Societies Act*;

"Board" means the Board of Directors of the SSRA, in office from time to time;

"Carry on Business" or "Carries on Business" means, in regards to any Person, conducting or offering to conduct a business of any scale or magnitude, including without limitation any commercial business, Home Based Business, property booking or property management business, other than the direct rental of such Person's own Resort Lots to the Public;

"Commercial Owner" means an Owner of a Commercial Resort Lot;

"Commercial Resort Lot" means any Resort Lot, or any portion thereof, which is used for any commercial or industrial activity other than the rental of accommodation to the Public;

"Contributing Member" means a member who irrevocably agrees to pay the Assessment as set out in 20.2(b) and is designated by the SSRA as a Contributing Member;

"Developing Resort Lot" means any Resort Lot which is bare land or on which improvements are being constructed, but are not yet substantially complete;

"Director" means a member of the Board, and "Directors" means more than one of them;

"Home Based Business" means a commercial undertaking carried on for gain or profit which is accessory and subordinate to the principal residential use of the dwelling unit and such commercial undertaking provides goods or services to the SSRA community;

"Hotel Lodging" means a facility comprised of one or more buildings, or more than one Resort Lot, which:

- a) provides accommodation to the Public; and
- b) has the services on its premises of a front desk that is manned continuously at least 2 hours a day for more than 75 days in any consecutive 365-day period;

"Hotel Lodging Resort Lot" means a Resort Lot which is part of a Hotel Lodging that has been substantially completed or operates;

"Joint Owners" means Owners who share the ownership of a Resort Lot including Owners registered with the BC Land Titles Office as "joint tenants" or as "tenants in common" in respect to a Resort Lot and "Joint Owner" means any one of them;

"Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250, as amended from time to time;

"Non-Resident Business Owner" is any Person that Carries on Business within the Resort Promotion Area that is not physically located on a Resort Lot;

"Occupier" means any Person who exclusively occupies a Resort Lot by a contractual or licensed right, but is not the Owner thereof;

"Ordinary Resolution" means:

- a) a resolution passed by the members of the SSRA in a general meeting by a simple majority of votes cast in person or by proxy; or
- b) a resolution that has been submitted to the members of the SSRA who would have been entitled to vote thereon in person or by proxy at a general meeting of the SSRA whose membership carries not less than $\frac{3}{4}$ of the votes entitled to cast thereon; and a resolution so consented to shall be deemed to be an Ordinary Resolution passed at a general meeting of the SSRA;

"Owner" means

- a) the owner of an estate in fee simple registered under the Land Title Act; or
- b) a person in possession of Crown land under a lease, license, agreement for sale, easement statutory right of way or other instrument under the *BC Land Act*; or
- c) the tenant under a Lease for a term of thirty (30) years or more.

"Person" includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization, or any trustee, executor, administrator or other legal representative thereof;

"Public", in respect to a Resort Lot, means any Person other than the Owner, or an Occupier, of that Resort Lot;

"RDNO" means the Regional District of North Okanagan;

"Residential Lodging" means that part of a facility or other dwelling unit that is not a Hotel Lodging or a Single Owner Hotel Lodging, that offers rental accommodation to the Public and, without restricting the generality of the foregoing, includes the following:

- a) any facility which contains strata title condominiums which can be rented through a rental management service or rented by the Owner;
- b) pensions and bed and breakfast type lodgings;
- c) single family dwelling units;
- d) duplex units;

"Residential Lodging Resort Lot" means a Resort Lot on which a Residential Lodging has been substantially completed or operates;

"Residential Resort Lot" means a Resort Lot which is never offered as rental accommodation for the Public, and which is not a Developing Resort Lot or a Commercial Resort Lot;

"Residential Tenant" means an individual who is an Occupier of the same Residential Lodging Resort Lot for a period that is equal to or greater than 28 consecutive days, but such individual is not a Tourism Agent of the Owner such Residential Lodging Resort;

"Resort Land" means, collectively:

- a) the land located in the Resort Promotion Area that has been specified as "resort land" by the minister pursuant to the Act, all as shown outlined in bold black on the map attached as Schedule "A" to these By-laws; and
- b) the land located in the Resort Promotion Area that has not been specified as "resort land" by the minister pursuant to the Act, but the Owner of which becomes a member of the SSRA pursuant to By-law 3.1 c);

"Resort Lot" means, collectively:

- a) any lot, block or other area in which Resort Land is held, or into which Resort Land is subdivided; and

- b) any portion of such lot, block or other area which is divided by contract and not by legal subdivision thereof, where possession of such divided portions are granted by contract or license to a Person other than the Owner thereof;

“Resort Promotion Area” means an area that has been established as a “resort promotion area” by order of the minister pursuant to the Act, as shown outlined in bold black on the map attached as Schedule “B” to these By-laws;

“Seal” means the common seal of the SSRA;

"Services" has the meaning as set out in By-law 2.1;

“Silver Star Mountain Operator” means the Person that is the principal operator from time to time of the skiing facilities and ancillary business, functions or activities on the Resort Land at Silver Star Mountain, British Columbia;

“Single Owner Hotel Lodging” means a facility in one (1) location which has more than twenty (20) rooms all owned by the same Person or Persons, which are offered to the Public as rental accommodation, and if such lodging otherwise qualifies as a Hotel Lodging, then it shall be deemed for the purposes of these By-laws to not qualify as a Hotel Lodging;

“Single Owner Hotel Lodging Resort Lot” means a Resort Lot on which a Single Owner Hotel Lodging has been constructed or commenced operations;

"Sleeping Room" means:

- a) a room used primarily for sleeping; or
- b) a room that is advertised to the public as a "bedroom" or advertised to the public as a room used primarily for sleeping;

“Societies Act” means the *Societies Act*, S.B.C. 2015, c. 18, as amended from time to time;

“Special Resolution” means:

- a) a resolution passed by majority of not less than $\frac{3}{4}$ of the votes cast by such members of the SSRA as, being entitled so to do, vote in person or by proxy at a general meeting of the SSRA:
 - i. of which 21 days' notice specifying the intention to propose the resolution as a special resolution, has been duly given; or
 - ii. if every member entitled to attend and vote at any such meeting so agrees, at a meeting of which less than 21 days' notice has been given; or
- b) a resolution consented to in writing by every member of the SSRA who would have been entitled to vote thereon in person or by proxy at a general meeting of the SSRA and a resolution so consented to shall be deemed to have been duly passed at a general meeting of the SSRA;

"SSRA" means The Silver Star Resort Association; and

"Tourism Agent" means a person who:

- a) purchases accommodation from a vendor and
- b) for payment, makes all or any part of that accommodation available for use by one or more Persons as part of a tourism service or rental management service.

1.2 Expressions referring to writing shall be construed as including references to printing, lithography, typewriting, photography and other modes of representing or reproducing words in the visible form.

1.3 Words importing the singular include the plural and vice versa, and words importing male persons include female persons and words importing persons shall include corporations.

1.4 The meaning of any words or phrases defined in the *Societies Act* shall, if not inconsistent with the subject context, bear the same meaning in these By-laws.

- 1.5 The Rules of Construction contained in the *Interpretation Act* on the date these By-laws take effect shall apply, mutatis mutandis to the interpretation of these By-laws.

PART 2

PROGRAMS AND SERVICES

2. PROGRAMS AND SERVICES

- 2.1 The purposes of the SSRA are to promote, facilitate and encourage the development, maintenance and operation of the Silver Star Resort Promotion Area. Without limiting the generality of the foregoing, the following programs and/or services may be provided by the SSRA:

- a) Marketing and sales;
- b) Communications;
- c) Research;
- d) Central booking;
- e) Signage;
- f) Common area development, maintenance and operation;
- g) Special event planning and execution;
- h) Visitor information services; and
- i) Advocating for the resort community.

(the above-listed programs and services are collectively, the "Services")

- 2.2 Upon incorporation of the SSRA, the SSRA shall provide and include in its budget the following Services:

- a) Marketing and sales;
- b) Communications;
- c) Research;
- d) Special event planning and execution; and
- e) Advocating for the resort community.

- 2.3 Subject to approval by a Special Resolution, the SSRA may add to its annual budget any or all of the Services as it deems necessary to carry out its purposes.

- 2.4 Subject to approval by a Special Resolution, the SSRA may, in addition to the above listed Services, undertake such other programs and/or services as it deems necessary to carry out its purposes.

PART 3

MEMBERSHIP

3. MEMBERSHIP

- 3.1 The following Persons shall become members of the SSRA:
- a) the Silver Star Mountain Operator;
 - b) each Owner of a Resort Lot; and
 - c) Persons who qualify to apply for membership under By-law 3.2 and who are accepted as members by the Board.
- 3.2 The following Persons may apply to be members:
- a) an Owner of land, whose land is within the Resort Promotion Area, but which land has not been specified as "resort land" by the minister pursuant to the Act;
 - b) a Non-Resident Business Owner;
 - c) an Occupier; and
 - d) Persons who are a Tourism Agent of an Owner of a Resort Lot.
- 3.3 Such prospective members may apply to become a member of the SSRA by filing an application with the SSRA in such form as the Board may from time to time prescribe together with such further information as may be required by the Board. The Board shall consider each application for membership and may accept or reject any such application, in their arbitrary and sole discretion. If the application for membership is accepted, the applicant shall become a

member of the SSRA immediately upon paying the Assessment levied by the Board for such membership.

- 3.4 On becoming a member of the SSRA, the land owned by an Owner referred to in By-law 3.2 a) above is deemed to be "resort land".
- 3.5 Every member shall pay Assessments to the SSRA in the amount and manner specified in Part 20 of these By-laws, and shall otherwise comply with these By-laws.
- 3.6 A Person shall cease to be a member of the SSRA:
 - a) in the case of members admitted pursuant to By-law 3.2:
 - i. upon their written resignation as member;
 - ii. when the Board notifies him in writing that he no longer meets the requirements for membership and is no longer a member;
 - iii. when that Person has been a member not in good standing for a period in excess of four consecutive months;
 - iv. on his death or in the case of a member that is not a natural person, on dissolution or similar action; or
 - v. on being expelled;
 - b) in the case of a particular Person that is the Silver Star Mountain Operator, immediately when they cease to be the principal operator from time to time of the skiing facilities and ancillary business, functions or activities within the Resort Promotion Area; or
 - c) in the case of an Owner, immediately when they cease to be an Owner of a Resort Lot.
- 3.7 A member, other than the Silver Star Mountain Operator, may be expelled by a special resolution of the members passed at a general meeting on the following conditions:

- a) The notice of special resolution for expulsion shall be accompanied by a brief statement of the reason for the proposed expulsion; and
- b) The member who is the subject of the expulsion shall be given an opportunity to be heard at the general meeting before the special resolution is put to a vote.

In the event of the expulsion of a member that is an Owner of a Resort Lot, they shall still be liable for Assessments.

- 3.8 All members are in good standing except a member who has failed to pay his current annual Assessments or any other debt due and owing by him to the SSRA and he is not in good standing so long as the debt remains unpaid.
- 3.9 Each Owner must give the SSRA written notice of any disposition of their interest in a Resort Lot.
- 3.10 Subject to approval of the members of the SSRA by a Special Resolution and the approval of the Ministry and the RDNO, the Board may designate different classes of membership for existing members, or create or add classes of membership, having such rights and privileges and subject to such restrictions as the Board shall by resolution determine.

PART 4

BORROWING POWERS

4. BORROWING POWERS

- 4.1 Subject to the Act, the Directors may, by resolution, cause the SSRA to borrow such sums of money on such terms and on such security as the Directors may determine and as specified in the resolution of the Directors, provided always that the SSRA shall not issue any debentures.
- 4.2 To raise or secure the payment of any sum of money borrowed by the SSRA in accordance with Bylaw 4.1, the Board may mortgage, pledge, hypothecate and charge all or any part of the property of the SSRA.

- 4.3 The persons entitled to sign documents on behalf of the SSRA shall be those authorized in the applicable resolution of the Board. If no persons are authorized in a resolution of the Board, then documents may be executed on behalf of the SSRA by any two officers of the SSRA.
- 4.4 Notwithstanding any of the above provisions, other than for cash-flow purposes, the SSRA must obtain approval by a Special Resolution to borrow amounts greater than \$250,000 in aggregate.

PART 5

GENERAL MEETINGS

5. GENERAL MEETINGS

- 5.1 The first annual general meeting of the SSRA shall be held within 12 months from the date of incorporation and thereafter an annual general meeting shall be held once in every calendar year at such time and place as may be determined by the Board.
- 5.2 Every general meeting other than an annual general meeting is an extraordinary general meeting.
- 5.3 The Board may, whenever they deem necessary, convene a general meeting. If requisitioned by the members in accordance with the *Societies Act*, a general meeting shall be convened by the Board or, if not convened by the Board, may be convened by the requisitionists as provided under the *Societies Act*.
- 5.4 A notice convening a general meeting specifying the place, the day, and the hour of the meeting, and in case of special business, the general nature of that business, shall be given as required pursuant to the *Societies Act* and in the manner hereinafter mentioned in these By-laws, to such Persons as are entitled by law or under these By-laws to receive such notice from the SSRA. Accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at that meeting.

- 5.5 All the members of the SSRA entitled to attend and vote at a general meeting may, by unanimous consent in writing given before, during or after the meeting, or if they are present at the meeting by a unanimous vote, waive or reduce the period of notice of such meeting and an entry in the minute book of such waiver or reduction shall be sufficient evidence of the due convening of the meeting.
- 5.6 Except as otherwise provided by the *Societies Act*, where any business at a general meeting includes considering, approving, ratifying, adopting or authorizing any document or the execution thereof or the giving of effect thereto, the notice convening the meeting shall, with respect to such document, be sufficient if it states that a copy of the document or proposed document is or will be available for inspection by members at the registered office, head office of the SSRA or at such other place in British Columbia designated in the notice during usual business hours up to the date of such general meeting.

PART 6

PROCEEDINGS AT GENERAL MEETINGS

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 All business shall be deemed special business which is transacted at:
- a) a general meeting other than the adoption of any rules of order; and
 - b) an annual general meeting, with the exception of: (i) the consideration of the financial statements; (ii) the respective reports of the Board and Auditor; (iii) the election of Directors; (iv) the appointment of the Auditor; and, (v) such other business as by these By-laws or the *Societies Act* which ought to be transacted at an annual general meeting without prior notice thereof being given to the members of any business which is brought under consideration by the report of the Board.
- 6.2 No business, other than election of the Chair or the adjournment of the meeting, shall be transacted at any general meeting unless a quorum of members, entitled to attend and vote, is present at the commencement of the meeting, but the quorum need not be present throughout the meeting.

6.3 The quorum at all general meetings shall be ten (10) members entitled to vote, present in person, by proxy, or, if not a natural person, by appointed representative. The Directors, officers, the Auditor and the lawyer of the SSRA shall be entitled to attend at any general meeting but no such person shall be counted in the quorum or be entitled to vote at any general meeting unless he shall be a member or proxy holder entitled to vote thereat.

6.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons present and:

- a) being a member, or
- b) representing a member by proxy, or
- c) being the appointed representative of a member that is not a natural person,

shall be a quorum.

6.5 Subject to By-law 6.6, the Chair of the Board, the Vice-Chair, or in the absence of both, one of the other Directors or the lawyer of the SSRA present, shall preside as Chair of a general meeting.

6.6 If at a general meeting:

- a) there is no Chair of the Board, Vice-Chair, other Director or the lawyer of the SSRA present within 15 minutes after the time appointed for holding the meeting; or
- b) the Chair of the Board, Vice-Chair, all the other Directors and the lawyer for the SSRA present are unwilling to act as Chair of the meeting;

The members present shall choose one of their number to be Chair of the meeting.

- 6.7 The Chair may and shall, if so directed by the meeting, adjourn the meeting 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. When a meeting is adjourned for 28 days or more, 14 days' notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice to an adjourned meeting or of the business to be transacted at an adjourned meeting.
- 6.8 No motion proposed at a general meeting need be seconded and the Chair may propose or second a motion.
- 6.9 Subject to the provisions of the *Societies Act* and these By-laws, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is directed by the Chair of the meeting. The Chair of the meeting shall declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, and such decision shall be entered in the book of proceedings of the SSRA. A declaration by the Chair of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the SSRA shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 6.10 In case of an equality of votes, whether on a show of hands or on a poll, if they are also a member with voting rights, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote arising from their role as Chair of the meeting.
- 6.11 No poll shall be demanded on the election of a Chair of a meeting. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken as soon as, in the opinion of the Chair of the meeting, is reasonably convenient, but in any event within 14 days and at such time and place and in such manner as the Chair of the meeting directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Any business other than that upon which the poll has been demanded may proceed pending the taking of

the poll. A demand for a poll may be withdrawn. In any dispute as to the admission or rejection of a vote the decision of the Chair of the meeting made in good faith shall be final and conclusive.

- 6.12 Every ballot cast upon a poll and every proxy appointing a proxy holder who casts a ballot upon a poll shall be retained by the SSRA for such period and be subject to such inspection as the *Societies Act* may provide.
- 6.13 Unless the *Societies Act* or these By-laws otherwise provide, any action to be taken by a resolution of the members may be taken by an Ordinary Resolution.

PART 7

VOTES OF MEMBERS

7. VOTES OF MEMBERS

- 7.1 Subject to the provisions set forth in these By-laws and the *Societies Act*:
- a) on a show of hands, every member present in person, by proxy or by authorized representative, who is entitled to vote at a general meeting, shall have one vote; and
 - b) on a poll, every member entitled to vote on that poll at a general meeting, who is present in person, by proxy or by authorized representative, shall:
 - i. in the case of an Owner, have one vote for each Resort Lot that it is the Owner of; and
 - ii. in the case of any other member, have one vote;

Notwithstanding anything in these By-laws to the contrary, only members who are in good standing shall be entitled to vote at a general meeting.

- 7.2 Any member of the SSRA which is not a natural person, may provide the SSRA with written notification it has authorized a person, as it thinks fit to act as its representative at any general meeting or class meeting. The person so authorized shall be entitled to exercise in respect of and at such meeting the

same powers on behalf of the member which he represents as that member could exercise if it were an individual member personally present, including, without limitation, the right, unless restricted by such resolution, to appoint a proxy holder to represent such member, and shall be counted for the purpose of forming a quorum if present at the meeting. Evidence of the authorization of any such representative may be sent to the SSRA by written instrument, telegram, facsimile, or any method of transmitting legibly recorded messages.

- 7.3 In the case of members who are Joint Owners of a Resort Lot, such members shall collectively have only one vote arising out of their respective interests in such Resort Lot. The vote of the person who exercises a vote of a Joint Owner, whether in person or by proxy holder, shall be accepted to the exclusion of the votes of the other members who are Joint Owners of that Resort Lot; and for this purpose seniority shall be determined by the order in which the names stand in the register of members. Several legal personal representatives of a deceased member who is an Owner of a Resort Lot shall be deemed to be Joint Owners of such Resort Lot for the purpose of this By-law.
- 7.4 A member of unsound mind entitled to attend and vote, in respect of whom an order has been made by any court having jurisdiction, may vote, whether on a show of hands or on a poll, or by his committee, curator bonus, or other person in the nature of a committee or curator bonus appointed by that court, or any such committee, curator bonus, or other person may appoint a proxy holder.
- 7.5 A member is entitled to appoint one or more proxies to attend, act and vote for him at any meeting, which the member is entitled to attend and vote as a member. Such a member shall specify the voting rights a proxy shall be entitled to vote. The appointment of a proxy is revocable.
- 7.6 A form of proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is not a natural person, under the hand of an authorized signatory. A proxy holder need not be a member of the SSRA.
- 7.7 A form of proxy shall be deposited at the registered office of the SSRA or at such other place specified for that purpose in the notice convening the meeting, not less than 48 hours (excluding Saturdays, Sundays and holidays)

or such lesser period as the Board may from time to time determine before the time for holding the meeting in respect of which the person named in the instrument is appointed. If the appointor of the form of proxy appoints by way of an attorney, then power of attorney under which the appointment has been made shall be deposited together with the proxy form. If the Board determine proxies may be deposited less than 48 hours (excluding Saturdays, Sundays and holidays) prior to a meeting (or an adjournment thereof), then the proxies (together with power of attorney, if any) may be sent by facsimile may be acted upon as though the proxies themselves were deposited as required by this Part and votes given in accordance with such regulations shall be valid and shall be counted.

- 7.8 Unless the *Societies Act* or any other statute or law which is applicable to the SSRA requires any other form of proxy, a proxy, whether for a specified meeting or otherwise, shall be in the form following, but may also be in any other form that the Board or the Chair of the meeting shall approve.

PROXY

THE SILVER STAR RESORT ASSOCIATION

PROXY APPOINTMENT

[Single meeting, unlimited by default]

[I/We], [specify], being members of the SSRA, appoint [specify], or failing [him/her], [specify] to act as [my/our] proxy at the general meeting to be held on [month, day, year].

Limitations on Proxy, if any *[nil unless otherwise stated]*

Date: *[month, day, year]*.

Signature of Member

Print Name

7.9 A vote given in accordance with the terms of a proxy is valid notwithstanding the previous death or incapacity of the member giving the proxy or the revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of the membership in respect of which the proxy was executed or the transfer of the membership in respect of which the proxy is given, provided that no notification in writing on such death, incapacity, revocation or transfer shall have been received at the registered office of the SSRA or by the Chair of the meeting or adjourned meeting for which the proxy was given before the vote is taken.

7.10 Every proxy may be revoked by an instrument in writing:

- a) executed by the member giving the same or by his attorney authorized in writing or, where the member is not a natural person, under the hand of an authorized signatory; and
- b) delivered either to the registered office of the SSRA at any time up to and including the last business day preceding the day of the meeting, or any adjournment thereof at which the proxy is to be used, or to the Chair of the meeting on the day of the meeting or an adjournment thereof before any vote in respect of which the proxy is to be used shall have been taken; or
- c) in any other manner provided by law.

PART 8

DIRECTORS

8. DIRECTORS

8.1 No Director shall be paid for serving as a Director but may be reimbursed for reasonable expenses incurred by him or her in the performance of his or her duties as a Director of the SSRA.

8.2 The SSRA shall have the following Directors who shall be elected or appointed in accordance with this Part 8:

- a) as long as the Silver Star Mountain Operator is not in default of its payment obligations to the SSRA that may be due pursuant to By-law 19, the Silver Star Mountain Operator shall be entitled to appoint 2 Directors, provided that the tenure of any Director appointed by the Silver Star Mountain Operator pursuant to this By-law 8.3 a) shall terminate at the same time as the Silver Star Mountain Operator ceases for any reason whatsoever to be a member of the SSRA or loses for any reason whatsoever the right to appoint Directors; and
- b) the members of the SSRA, as provided in By-laws 8.4 and 8.5, shall elect 9 Directors (the "Elected Directors").

8.3 The following definitions and criteria will apply to Part 8 of these By-laws:

- a) Subject to By-law 8.4 c), for the purpose of this Part 8 the following definitions shall apply:
 - i. a "Commercial Director" means a Director elected by the vote of all members of the SSRA who:
 - (A) are Commercial Owners; provided that:
 - 1. the Silver Star Mountain Operator shall not qualify to vote as a Commercial Owner for any Resort Lot of which the Silver Star Mountain Operator is the Owner; and
 - 2. the Owner of any Resort Lot on which commercial activities are carried out under the management of the Silver Star Mountain Operator shall not be qualified to vote as Commercial Owner in respect to such Resort Lot;
 - (B) are Non-Resident Business Owners; or
 - (C) are Occupiers who have become members in their own right pursuant to By-law 3.1;

- ii. a "Hotel Lodging Director" means a Director elected by those members of the SSRA who are Owners of a Hotel Lodging Resort Lot;
 - iii. a "Residential Lodging Director" means a Director elected by those members of the SSRA who are Owners of a Residential Lodging Resort Lot;
 - iv. a "Residential Director" means a Director elected by those members of the SSRA who are Owners of a Residential Resort Lot;
 - v. a "Single Owner Hotel Lodging Director" means a Director elected by those members of the SSRA who are Owners of a Single Owner Hotel Lodging Resort Lot; and
 - vi. an "At Large Director" means a Director elected by all members of the SSRA including those members of the SSRA who are Owners of a Developing Resort Lot.
- b) If any member is qualified under more than one provision of By-law 8.4 a) i. to v. inclusive, then it shall be entitled to vote for each class of Directors for which it is qualified to vote. Notwithstanding the foregoing, the Silver Star Mountain Operator shall not be entitled to vote for Directors in the Commercial Director class.
- c) Any dispute as to the qualifications of a member to vote for any class of Director under By-law 8.4 a) i. to v. inclusive, or the interpretation of any one or more of the definitions of Commercial Owner, Carry on Business, Commercial Resort Lot, Hotel Lodging, Non-Resident Business Owner, Occupier, Residential Lodging, Single Owner Hotel Lodging, Hotel Lodging Resort Lot, Residential Lodging Resort Lot, Residential Resort Lot, Single Owner Hotel Lodging Resort Lot, Developing Resort Lot or any of the other defined terms used in this By-law 8.4, shall be referred to the Board who shall determine the issue, which shall be binding upon all the members. The Board shall not be obligated to give reasons for their determination.

8.4 The Elected Directors shall be elected and retire in rotation as follows:

- a) at incorporation, the incorporators shall appoint the 9 Elected Directors on the following basis:
 - i. 1 Residential Director whose term shall expire at the first annual general meeting after incorporation;
 - ii. 2 Residential Lodging Directors, one of whose term shall expire at the first annual general meeting after incorporation, and the other whose term shall expire at the annual general meeting two years after incorporation;
 - iii. 2 Hotel Lodging Directors, one of whose term shall expire at the first annual general meeting after incorporation, and the other whose term shall expire at the annual general meeting two years after incorporation;
 - iv. 1 Commercial Director whose term shall expire at the first annual general meeting after incorporation;
 - v. 1 Single Owner Hotel Lodging Director whose term shall expire at the annual general meeting held two years after incorporation; and
 - vi. 2 At Large Directors, one of whose term shall expire at the first annual general meeting after incorporation, and the other whose term shall expire at the annual general meeting two years after incorporation.

- b) at the first annual general meeting of the members following incorporation, the following Directors appointed on incorporation:
 - i. the Residential Director;
 - ii. the one of the Residential Lodging Directors who has the first alphabetical last name;
 - iii. the one of the Hotel Lodging Directors who has the first alphabetical last name;
 - iv. the Commercial Director; and

- v. the one of the At Large Directors who has the first alphabetical last name

shall be deemed to resign and elections shall be held for such positions, with the persons elected to hold office for a new two (2) year term;

- c) at the second annual general meeting of the members following incorporation, the remainder of the first Directors appointed on incorporation shall be deemed to resign and elections shall be held for such positions, with the persons elected to hold office for a new two (2) year term;
- d) at each successive annual general meeting of the members thereafter, those Directors whose terms then expire shall be deemed to resign and elections shall be held for such positions, with the persons elected to hold office for a new two (2) year term; and
- e) a retiring Director may stand for re-election at the meeting at which they retire.

8.5 A Director appointed by the Silver Star Mountain Operator shall remain a Director of the SSRA until such time as the Silver Star Mountain Operator revokes such an appointment, he resigns, dies or is otherwise disqualified from continuing to act. If there is a vacancy in the office of such Director, then the Silver Star Mountain Operator shall have the right to provide a written notification of appointment of a person to fill that vacancy.

8.6 The following provisions apply to Elected Directors:

- a) Where the SSRA fails to hold an annual general meeting in accordance with the *Societies Act*, the Directors then in office shall be deemed to have been elected or appointed as Directors on the last day on which the annual general meeting could have been held pursuant to these By-laws and they may hold office until other Directors are appointed or elected or until the day on which the next annual general meeting is held.
- b) If at any general meeting at which there should be an election of Directors, the places of any of the retiring Directors are not filled by such election, the retiring Directors who are not re-elected, may be requested

by the newly-elected Directors and if willing to do so, continue in office to complete the number of Directors until further new Directors are elected at a general meeting convened for that purpose. If any such election or continuance of Directors results in the election or continuance of less than the number of Directors required to be elected such number shall be fixed at the number of Directors actually elected or continued in office.

c) The SSRA may by Special Resolution remove any Director before the expiration of his period of office, and may, in accordance with the voting method and criteria as set out in By-law 8.3 and 8.4, appoint another person in his stead.

d) The provisions of this By-law 8.8 apply only to the Elected Directors.

8.7 Any Director who is not an Elected Director may by instrument in writing delivered to the SSRA appoint any person to be his alternate to act in his place at meetings of the Board at which he is not present. Every such alternate Director shall be entitled to notice of every meeting at which the person appointing him is not personally present and, if he is a Director, to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director who is not an Elected Director may at any time by instrument, telegram, facsimile or any method of transmitting legibly recorded messages delivered to the SSRA revoke the appointment of an alternate Director appointed by him.

8.8 The office of any Elected Director shall be vacated if the Director:

a) resigns his office by notice in writing delivered to the registered office of the SSRA; or

b) is convicted within or without the Province of an offence in connection with the promotion, formation or management of a corporation or of an offence involving fraud; or

c) ceases to be qualified to act as a Director pursuant to the *Societies Act*;
or

d) dies.

- 8.9 The Board may act notwithstanding any vacancy on the Board. Any vacancy on the Board of Elected Directors may be filled by the Board. The term of office of a Director filling a vacancy, shall expire at the next annual general meeting following his appointment.

PART 9

POWERS AND DUTIES OF DIRECTORS

9. POWERS AND DUTIES OF DIRECTORS

- 9.1 The Board shall manage, or supervise the management of, the affairs and business of the SSRA and shall have the authority to exercise all such powers of the SSRA as are not, by the *Societies Act* or by these By-laws, required to be exercised by the SSRA in general meeting, subject, nevertheless, to these By-laws and all laws affecting the SSRA and to any regulations, not inconsistent with these By-laws, made from time to time by Ordinary Resolution, but no such regulation shall invalidate any prior valid act of the Board.

PART 10

CONFLICTS OF INTERESTS OF DIRECTORS

10. CONFLICT OF INTERESTS OF DIRECTORS

- 10.1 Subject to the provisions of the *Societies Act*, A Director who has a direct or indirect material interest in:
- a) a contract or transaction, or a proposed contract or transaction of the SSRA; or
 - b) a matter that is or is to be the subject of consideration by the Board if that interest could result in the creation of a duty or interest that materially conflicts with that Director's duty or interest as a Director of the SSRA;

must:

- c) disclose fully and promptly to the other Directors the nature and extent of the Director's interest;
- d) abstain from voting on a Director's resolution or consenting to a consent resolution of the Directors in respect of the contract, transaction or matter referred to in sections a) and b) above;
- e) leave the Directors' meeting, if any, when the contract, transaction or matter is discussed or voted on, unless asked by the other directors to be present to provide information; and
- f) refrain from any action intended to influence the discussion or vote.

10.2 A disclosure under By-law 10.1 c) above must be evidenced in at least one of the following records:

- a) The minutes of a meeting of directors;
- b) A consent resolution of directors;
- c) A record addressed to the directors that is delivered to the delivery address, or mailed by registered mail to the mailing address, of the registered office of the SSRA.

10.3 If all of the Directors of the SSRA have disclosed under By-law 10.1 c) above a direct or indirect material interest, described in 10.1 a) and b), in a contract, transaction or matter than any or all of the Directors may despite By-law 10.1 d), vote on a Director's resolution or consent to a consent resolution of the Directors in respect of the contract, transaction or matter and By-laws 10.1 e) and f) do not apply.

10.4 A Director of the SSRA to whom By-laws 10.1 and 10.2 applies must pay to the SSRA an amount equal to any profit made by the Director as a consequence of the SSRA entering into or performing a contract or transaction unless:

- a) The Director discloses the Director's interest in the contract or transaction in accordance with, and otherwise complies with, By-laws 10.1 and 10.2, and, after the disclosure, the contract or transaction is approved by a Directors' resolution; or

- b) the contract or transaction is approved by Special Resolution after the nature and extent of the Director's interest in the contract or transaction has been fully disclosed to the members.
- 10.5 A Director shall not be entitled to vote at any meeting of the Board in respect to any contract or arrangement in which he is interested as aforesaid, but shall be counted for the purpose of computing the quorum necessary for the transaction of the business at any such meeting notwithstanding his interest.

PART 11

PROCEEDINGS OF DIRECTORS

11. PROCEEDINGS OF DIRECTORS

- 11.1 The Chair of the Board shall preside as Chair at every meeting of the Board, or if the Chair of the Board is not present within 15 minutes of the time appointed for holding the meeting or is not willing to act as Chair or, if the Chair of the Board has advised the Board that he will not be present at the meeting and the Vice-Chair is not in attendance, the Directors present shall choose one of their number to be Chair of the meeting.
- 11.2 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chair of the meeting shall not have a second or casting vote. Meetings of the Board held at regular intervals may be held at such place, as such time and upon such notice (if any) as the Board may by resolution from time to time determine.
- 11.3 Directors may hold a meeting of the Board or of any committee of the Board by means of conference telephones or other communications facilities by means of which all Directors participating in the meeting can hear each other and provided that all such Directors agree to such participation. Directors holding a meeting in accordance with this By-law shall be deemed to be present at the meeting and to have so agreed and shall be counted in the quorum therefore and be entitled to speak and vote thereat.

- 11.4 Meetings of the Board may be called by the Chair, the Vice-Chair or upon the request of a Director. Reasonable notice of such meeting specifying the place, day and hour of such meeting shall be given by mail, postage paid, addressed to each of the Directors and alternate Directors at his address as it appears on the books of the SSRA or by leaving at his usual business or residential address or by telephone, telegram, facsimile, email or any method of transmitting legibly recorded messages. It shall not be necessary to give notice of a meeting of the Board to any Director or alternate Director if such meeting is to be held immediately following a general meeting at which such Director shall have been elected or is the meeting of the Board at which such Director is appointed.
- 11.5 The quorum necessary for the transaction of the business of the Board shall be a majority of the Directors then in office.
- 11.6 The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to these By-laws as the necessary quorum of the Board, the continuing Directors may act for the purpose of increasing the number of Directors to that number (provided always that the Board shall not be authorized to appoint a Director who would otherwise be appointed by the Silver Star Mountain Operator), or of summoning a general meeting of the SSRA, but for no other purpose.
- 11.7 Subject to the provisions of the *Societies Act*, all acts done by any meeting of the Board or of a committee of the Board, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election or appointment of any such Directors or of the members of such committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly elected or appointed and was qualified to be a Director.
- 11.8 A resolution consented to in writing, whether by document, telegram, email, facsimile or any method of transmitting legibly recorded messages or other means, by all Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and held. Such resolution may be in two or more counterparts, which together shall be deemed to constitute one resolution in writing. Such resolution shall be filed with the minutes of the

proceedings of the Board and shall be effective on the date stated thereon or on the latest date stated on any counterpart.

- 11.9 The Board may from time to time permit any person: (i) to attend meetings of the Board or Committees of the Board; (ii) to receive notices of such meetings and all materials distributed to the Board for the purposes of such meetings; (iii) to receive copies of all minutes of such meetings and of all resolutions of the Board or any committee of the Board consented to in writing; and, (iv) to examine the financial statements and records of the SSRA.

PART 12

COMMITTEES

12. COMMITTEES

- 12.1 The Board may establish any committees of Directors that they consider in the best interests of the SSRA and may delegate to such committees any of the powers of the Board. Any committee so appointed may, subject to a resolution of the Board and these Bylaws, meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit.
- 12.2 The Board may by resolution appoint such other committees consisting of such Directors, such members of the SSRA who need not be a member of the Board, and/or such members of the community that the Board believes can provide value to the SSRA, for such purposes as the Directors shall think fit, but may not delegate to any such committee any of the powers of the Board.
- 12.3 Every committee constituted by the Board shall have the authorities, powers and discretion which may be delegated to it and shall act in accordance with any requirements, including reporting, which the Board may impose upon such committee.
- 12.4 The Board may, by resolution, at any time remove any person appointed to any committee by the Board.
- 12.5 The members of a committee may meet and adjourn as they think fit.

PART 13

OFFICERS

13 OFFICERS

- 13.1 At the first Board meeting after an annual general meeting, the Directors shall elect a Chair, Vice-Chair, or such other officers as they see fit, from amongst the Directors; all of whom shall hold office until their successors are duly elected, they resign or they are removed from office by the Board at any time with or without cause and with or without notice.
- 13.2 The Chair, or in his absence, the Vice-Chair or in their absence, such person as a meeting may elect, shall preside as chair at all meetings of the Directors.
- 13.3 If the Chair or the Vice-Chair is not present within fifteen minutes after the time appointed for holding any meeting or, if present, is unwilling to act as chair, the Directors present shall choose someone of their number to be chair of the meeting.
- 13.4 The Vice-Chair shall assist the Chair at all times in any or all of his duties of office as the Chair shall decide, and shall also carry out the duties of the Chair in the absence of the Chair.
- 13.5 When someone is elected as Chair pursuant to By-law 13.1, they shall hold that office until: they resign; they are removed from office by the Board of Directors at any time; or, their successor is elected pursuant to By-law 13.1.
- 13.6 If the office of Chair becomes vacant, the Vice-Chair shall automatically become Chair, and shall hold that office until: they resign; they are removed from office by the Board at any time; or, their successor is elected pursuant to By-law 13.1.
- 13.7 The Chair shall, or shall cause the President (if any is appointed), to prepare, maintain and have charge of the financial books and records of the SSRA and to cause to be recorded therein all sums of money received and expended by the SSRA and the matters in respect of which the receipt and expenditure took place, the assets and liabilities of the SSRA and all other transactions affecting the financial position of the SSRA.

- 13.8 The Chair shall, or shall cause the President (if any is appointed), to prepare, maintain and have custody of the minutes of proceedings of meetings of the members and the Board, and the books and records of the SSRA other than the financial books and records and shall record or cause to be recorded therein a copy of the By-laws of the SSRA and any resolution altering or adding thereto, copies or originals of all contracts, resolutions and other documents as are required by law to be so recorded.
- 13.9 The duties and functions of other officers shall be as determined from time to time by the Board.
- 13.10 No officer that also holds office as a Director shall receive any remuneration from the SSRA for services rendered as an officer but any expenses incurred by an officer on behalf of the SSRA may be reimbursed with the approval of the Board.
- 13.11 Separate elections shall be held for each office to be filled. An election may be by acclamation; otherwise it shall be by ballot. If no successor is elected the person previously elected or appointed continues to hold office.
- 13.12 Every officer of the SSRA who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duties or interests as an officer of the SSRA shall, in writing, disclose to the Board the fact and the nature, character and extent of such conflict.
- 13.13 The Board may select and employ an officer (for the purposes of these By-laws, known as the "President" or such other title as determined by the Board from time to time), who shall not be a Director and who shall be the direct representative of the Board in the management of the affairs of the SSRA. The President shall be given the necessary authority and be held responsible for the day-to-day operations and affairs of the SSRA, subject to the policies and procedures that may be approved from time to time by the Board or the members. Subject to the foregoing, the authority of the President shall be as specified and approved in writing by the Board from time to time in their discretion. All other staff of the SSRA (if any), whether salaried or contracted, shall be responsible to the President, who shall be designated as their supervisor.

PART 14

**INDEMNITY AND PROTECTION OF
DIRECTORS, OFFICERS AND EMPLOYEES**

14. INDEMNITY AND PROTECTION OF DIRECTORS, OFFICERS AND EMPLOYEES

- 14.1 Subject to the provisions of the *Societies Act*, and except in the case where the Director or former Director has been found, by the express terms of a final judgement, to have been grossly negligent or to have wilfully misconducted himself or herself, the Board shall cause the SSRA to indemnify such Director or former Director and their heirs and personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, actually and reasonably incurred by him or them including an amount paid to settle an action or satisfy a judgement in a civil, criminal or administrative action or proceeding to which he is or they are made a party by reason of his being or having been a Director, including any action brought by the SSRA. Each Director on being elected or appointed shall be deemed to have contracted with the SSRA on the terms of the foregoing indemnity.
- 14.2 Subject to the provisions of the *Societies Act*, and except in the case where any officer, employee or agent of the SSRA has been found, by the express terms of a final judgement, to have been grossly negligent or to have wilfully misconducted himself or herself, the Board shall cause the SSRA to indemnify such officer, employee or agent of the SSRA, and their heirs and personal representatives (not withstanding that he is also a Director) and his heirs and personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, actually and reasonably incurred by him or them including an amount paid to settle an action or satisfy a judgement in a civil, criminal or administrative action or proceeding to which he is or they are made a party by reason of his being or having been an officer, employee or agent of the SSRA, including any action brought by the SSRA. Each officer on being hired, elected or appointed shall be deemed to have contracted with the SSRA on the terms of the foregoing indemnity.

14.3 The failure of a Director or officer of the SSRA to comply with the provisions of the *Societies Act*, the Act or these By-laws, shall not invalidate any indemnity to which he is entitled under this part except where the Director did not act honestly and in good faith with a view to the best interest of the SSRA.

14.4 The Board may cause the SSRA to purchase and maintain insurance for the benefit of any person who is or was serving as Director, officer, employee or agent of the SSRA or as a director, officer, employee or agent of any corporation of which the SSRA is or was a shareholder, against any liability incurred by him as such Director, officer, employee or agent.

PART 15

DOCUMENTS, RECORDS AND REPORTS

15. DOCUMENTS, RECORDS AND REPORTS

15.1 The SSRA shall keep at its head office or at such other place as the *Societies Act* may permit, the documents, copies, registers, minutes, and records, which the SSRA is required by the *Societies Act* to keep at its head office or such other place, as the case may be.

15.2 The SSRA shall cause to be kept proper books of account and accounting record in respect of all financial and other transactions of the SSRA in order to properly record the financial affairs and conditions of the SSRA and to comply with the *Societies Act*.

15.3 Upon a request to, and with the approval of the Board, a member of the SSRA shall be entitled to inspect the accounting records of the SSRA.

15.4 The Board shall from time to time at the expense of the SSRA cause to be prepared and laid before the SSRA at each annual general meeting such financial statements and reports as are required by regulations under the *Societies Act* and all other applicable laws.

15.5 Every member shall be entitled to be furnished once gratis on demand with a copy of the latest annual financial statement of the SSRA and, if so required by the *Societies Act*, a copy of each such annual financial statement shall be delivered to each member by sending it by mail to him to his address as

recorded in the register of members, or by such other means as the SSRA may stipulate from time to time in writing to the members.

PART 16

NOTICES

16. NOTICES

- 16.1 A notice, statement or report may be given or delivered by the SSRA to any member either by delivery to him personally or by sending it by mail to him to his address as recorded in the register of members, or by such other means as the SSRA may stipulate from time to time in accordance with the *Societies Act* (which means may include facsimile or electronic transmission or email, where a member has provided an email address). Where a notice, statement or report is sent by mail, service or delivery of the notice, the statement or report shall be deemed to be effected by properly addressing, prepaying and mailing the notice, statement or report and to have been given on the day, Saturdays, Sundays and holidays excepted, following the date of mailing. Where a notice, statement or report shall be deemed to be effected by the manner stipulated by the member in the aforesaid notice and to have been given on the day, Saturdays, Sunday and statutory holidays excepted, following the date of transmission. A certificate signed by an officer of the SSRA or any Director, or agent acting in that behalf for the SSRA, that the letter, envelope or wrapper containing the notice, statement or report was so addressed prepaid and mailed shall be conclusive evidence thereof.
- 16.2 A notice, statement or report may be given or delivered by the SSRA to the Joint Owners of a Resort Lot by giving the notice to the Joint Owner first named in the register of members in respect of the Resort Lot.
- 16.3 A notice, statement or report may be given or delivered by the SSRA to the Persons entitled to a membership in consequence of the death, bankruptcy or incapacity of a member by sending it through the mail prepaid addressed to them by name or by the title of representatives of the deceased or incapacitated person or trustee of the bankrupt, or by any like description, to the address (if any) supplied to the SSRA for the purpose by the persons claiming to be so entitled, or (until such address has been so supplied) by

giving the notice in a manner in which the same might have been given if the death, bankruptcy or incapacity had not occurred.

- 16.4 Notice of every general meeting or meeting of members of a specific class shall be given in a manner hereinbefore authorized to every Person being a member at the time of the issue of the notice or the date fixed for determining the members entitled to such notice, whichever is the earlier. No other Person except the Auditor and lawyer of the SSRA and the Board shall be entitled to receive notices of any such meeting.

PART 17

RECORD DATES

17. RECORD DATES

- 17.1 The Board may fix in advance a date, which shall not be more than 49 days preceding the date of any meeting of members or any class thereof or of the proposed taking of any other proper action requiring the determination of members as the record date for the determination of the members entitled to notice of, or to attend and vote at, any such meeting and any adjournment thereof, or for any other proper purpose. Only members of record on the date so fixed shall be deemed to be members for the purposes aforesaid.
- 17.2 Where no record date is so fixed for the determination of members as provided in the preceding By-law the date on which the notice is mailed shall be the record date for such determination.

PART 18

SEAL

18. SEAL

- 18.1 The Board may adopt a Seal for the SSRA and, if they do so, shall provide for the safe custody of the Seal which shall not be affixed to any instrument except in the presence of the following persons, namely:

- a) any two Directors, or
- b) any such person or persons as the Board may from time to time by resolution appoint, and

such Directors or persons, in whose presence the Seal is so affixed to an instrument, shall sign such instrument. For the purpose of certifying under Seal true copies of any document or resolution the Seal may be affixed in the presence of any one of the foregoing persons.

PART 19

AMENDMENT OF BY-LAWS

19. AMENDMENT OF BY-LAWS

- 19.1 These By-laws may only be added to, amended or repealed by a Special Resolution with the approval of the minister and the RDNO.

PART 20

ASSESSMENTS PAYABLE BY MEMBERS

20. ASSESSMENTS PAYABLE BY MEMBERS

- 20.1 The total Assessment the Silver Star Mountain Operator shall be required to pay to the SSRA during each fiscal year of the SSRA, commencing with the first full fiscal year of the SSRA shall be an amount that is not greater than twenty-five percent (25%) of the total of all Assessments levied by the SSRA in each fiscal year of the SSRA, provided that such amount is not less than \$200,000 in each fiscal year of the SSRA;

The Assessment amount levied to the Silver Star Mountain Operator is irrespective of how many Resort Lots the Silver Star Mountain Operator may be an Owner or the Occupier of.

20.2 The SSRA shall levy Assessments to its members, other than the Silver Star Mountain Operator, as follows:

- a) All members who are Occupiers or a Tourism Agent of an Owner of a Resort Lot, and who are not Residential Tenants, shall be levied an Assessment of \$750 per year.
- b) All members who are Contributing Members shall be levied an Assessment of \$250 per year.
- c) All members who operate any number of Home Based Businesses shall each be levied an aggregate Assessment of \$750 per year.
- d) All members who are Non-Resident Business Owners shall be levied an Assessment of \$1,500 per year.
- e) All members who are Commercial Owners shall be levied an Assessment per year, for each Commercial Resort Lot they are an Owner of, based on the square footage of the buildings and improvements on each such Commercial Resort Lot as follows:

<u>Square Footage</u>	<u>Annual Assessment</u>
0-799	\$2,000
800-1,399	\$4,000
1,400-1,999	\$5,500
2,000-2,499	\$6,500
2,500 or more	\$7,000

Provided however, that in calculating the square footage, corridors, stairways, kitchen, laundry and utility rooms, public portions of lobby areas, washrooms, storage areas and other similar areas shall not be considered.

- f) All members who are Owners of a Single Owner Hotel Lodging Resort Lot shall be levied an Assessment for each Single Owner Hotel Lodging Resort Lot they are an Owner of, based on the number of Sleeping Rooms as follows:

- i. Number of Sleeping Rooms Annual Assessment

One Sleeping Room	\$400
Two Sleeping Rooms	\$650
Three Sleeping Rooms	\$800
or more; and	

- ii. the amount per year based on the square footage of the buildings and improvements on each such Single Owner Hotel Lodging Resort Lot, excluding the rooms for which a levy was paid in subparagraph i. above, as follows:

<u>Square footage</u>	<u>Annual Assessment</u>
0-799	\$2,000
800-1,399	\$4,000
1,400-1,999	\$5,500
2,000-2,499	\$6,500
2,500 or more	\$7,000

Provided however, that in calculating the square footage of such space, corridors, stairways, kitchen, laundry and utility rooms, public portions of lobby areas, washrooms, storage areas and other similar areas shall not be considered.

- g) All members who are:
 - a. Owners of a Residential Lodging Resort Lot; or
 - b. Owners of a Hotel Lodging Resort Lot;

shall be levied an Assessment based on the number of Sleeping Rooms for rent of each Resort Lot that they are the Owner of as follows:

<u>Number of Sleeping Rooms</u>	<u>Annual Assessment</u>
One Sleeping Room	\$400
Two Sleeping Rooms	\$650
Three Sleeping Rooms	\$800
or more	

Provided that, such Assessment shall not be greater than \$1,000 for a member who is an Owner of a Residential Lodging Resort Lot and operates a Home-Based Business.

- 20.3 All Assessments shall be levied quarterly or as otherwise determined by the Board and shall be payable within thirty (30) days after being levied. Late payments will be assessed interest at the rate determined by the Board.
- 20.4 The Board may, by resolution, increase the amount of the Assessments in accordance with the British Columbia Consumer Price Index (annual average change for all items) plus 2 points. Any other change in the Assessments must be approved by a Special Resolution.
- 20.5 For greater certainty:
- a) for members who are Joint Owners of any Resort Lot, the above fees are payable in respect of each Resort Lot, not each such Owner;
 - b) other than the Silver Star Mountain Operator, an Owner will be provided with an Assessment for each Resort Lot that it is the Owner of; and
 - c) an Owner may be Assessed during the same period for both being a Non-Resident Business Owner and for being an Owner of a Resort Lot, if the Assessment for the Owner's Resort Lot is for a different purpose or enterprise than the business for which the Owner is being classified as a Non-Resident Business Owner.

PART 21

WINDING UP

21. WINDING UP

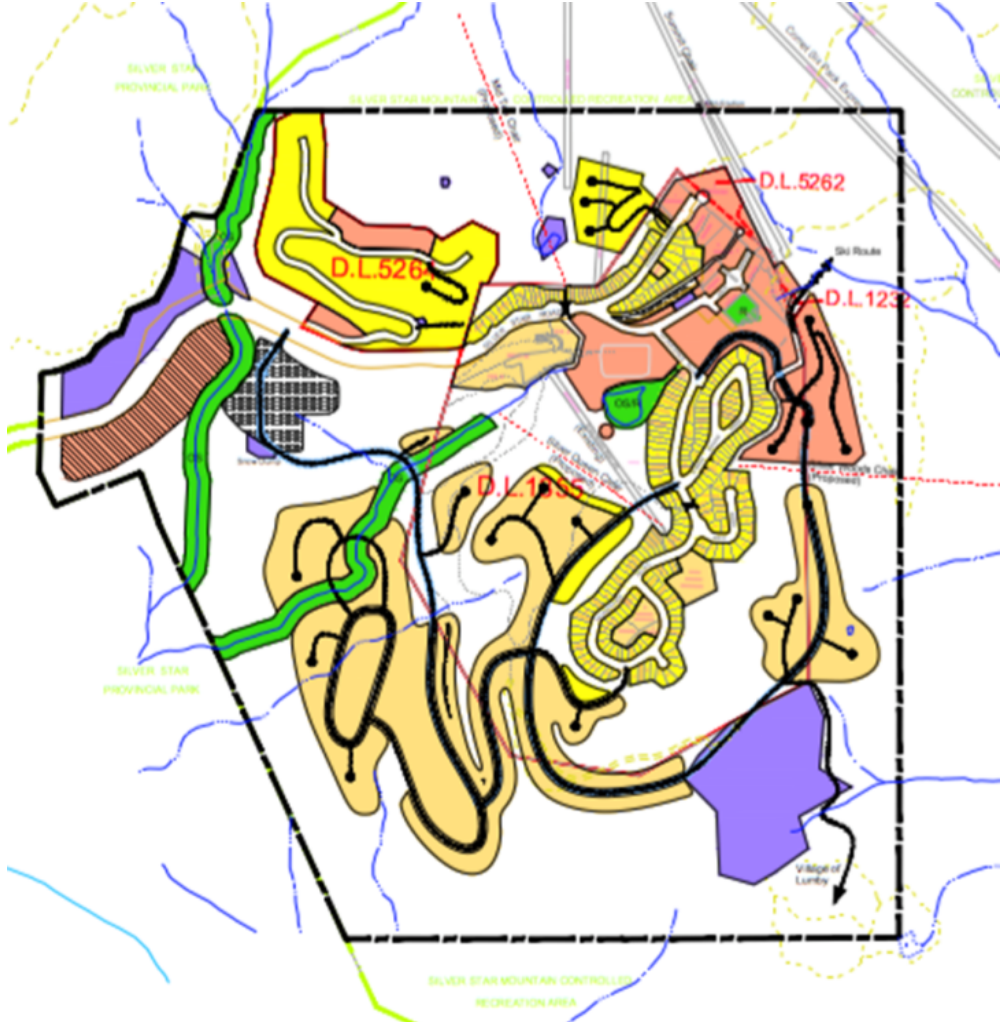
- 21.1 Subject to requirements specified in the *Societies Act*, the members may wind up the SSRA by special resolution or may amalgamate the SSRA with one or more other societies created under the *Societies Act* or other relevant legislation.
- 21.2 In the event of a winding up or dissolution of the SSRA the funds and property remaining after the payment of all costs, charges and expenses properly incurred in the winding-up or dissolution, including the remuneration of the

liquidator, after payment to employees of the SSRA of any arrears of salaries or wages, and after payment of any debts of the SSRA, shall be distributed to another not for profit society or organization situated in British Columbia the purposes of which are similar to those of the SSRA (or if not possible, some other organization whose purpose is beneficial to a British Columbia community) and such organization shall be determined by a majority of the members attending a meeting called for such purpose.

Dated the * day of *, 2018.


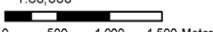

APPLICANTS FOR INCORPORATION SIGNING IN COUNTERPART, WITH EACH SUCH COUNTERPART, SO EXECUTED DEEMED TO BE AN ORIGINAL AND SUCH COUNTERPARTS TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

SCHEDULE A – RESORT LAND



SCHEDULE B – RESORT PROMOTION AREA



<p>Planning by:  4-1005 Alpha Lake Rd. Whistler, B.C., Canada, V0N 1B1 Phone: 604-932-7002 Fax: 604-938-1161 Email: bha@bentharley.com</p>	<p>Legend</p> <ul style="list-style-type: none"> Existing Buildings Tube Park Terrain Park Existing Glading Full Tree Cover 	<p>Silver Star Resort Promotion Area</p> <p>1:30,000</p>  <p>0 500 1,000 1,500 Meters</p> 
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SCHEDULE C

FORM OF NOTICE

TO: Silver Star Resort Association

FROM:

(Name & address of Member)

RE:

(Legal description & residential address of Resort Lot)

THIS IS TO NOTIFY YOU, I no longer own or lease the above-noted Resort Lot, nor do I carry on business at the Resort Lot. The rights to own/lease/carry on business at the Resort Lot are now owned by:

(Name & address of new Resort Lot owner/tenant/business)

Dated: _____

at _____

By:

(Signature of Member)