

RBCG K1 CAMPGROUND INC.

DRAFT BYLAWS OF:

RBCG K1 CAMPGROUND INC.

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BYLAWS OF RBCG K1 CAMPGROUND INC.

DIVISION ONE: DEFINITIONS

In these and all other bylaws of the corporation unless the context otherwise requires or specifies, the following terms shall have the following meanings:

“Camper” means a member of RBCG K1 Campground Inc. and all persons on, visiting or otherwise, on the Lands;

“Class A Member” means a party to a Class A lease and as such may be approved by the Corporation from time to time, subject to the restrictions set out in their individual Lease and Membership Agreements;

“Class B Member” means the owner of the Class B shares, and a party to a Class B lease, subject to the restrictions set out in their individual Lease, Membership Agreements, and the Articles.

“Corporation” means RBCG K1 Campground Inc. or a successor corporation;

“Directors”, “Board”, and “Board of Directors” means the directors of the Corporation for the time being;

“Lands”, and “Campground” mean all grounds within the legal land location K1 Proposed subdivision of Parcels A and C, Plan No. 101405483, and Part of S.W. ¼ & S.E. ¼ Sec. 15, Twp. 21 Rge 22 W2 Mer.;

“Member” means a party to a Class A or Class B Lease and as such may be approved by the Corporation from time to time. Where two parties are joint tenants under a lease, the member shall designate which individual will serve as the member so as to maintain one member per site.

“Recreational Vehicle” or “RV” means a motor vehicle or trailer or motor home or camper, which is equipped with a fridge, stove, water hook-up and a toilet with a sealed sewer system and is used for the purposes of providing temporary accommodations;

“RV Site” means a portion of the Campground on which a Camper may situate their RV or to which such Member has exclusive use granted by the Corporation;

DIVISION TWO: INTERPRETATION

- 2.1 Headings:** The headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in any way to clarify, modify, or explain the effect of any such terms.
- 2.2 Terms:** All terms contained in the bylaws and which are defined in *The Business Corporations Act*, shall have the meanings given to such terms in that *Act*.
- 2.3 Gender and Plural:** Words importing the masculine gender shall include the feminine, and vice versa. Words importing the singular shall include the plural and vice versa.

DIVISION THREE: OBJECTS

- 3.1 Objects:** The objects of the Corporation are to manage the Lands and the related common property for the overall benefit of the Members and Campers alike; and to develop policies and usage rules and regulations for the benefits of the Members.

DIVISION FOUR: FISCAL YEAR

- 4.1 Fiscal Year:** The fiscal year of the Corporation shall end on _____ in each year, or such other date as the Board may determine.

DIVISION FIVE: MEMBERSHIP

- 5.1 Establishment of Board:** The Corporation shall establish a Board of Directors with Five (5) Directors to be elected as follows:
- a. Four (4) Directors shall be elected by the Class A Members; and
 - b. One Director shall be appointed by the Directors of Regina Beach Campground Ltd.
- 5.2 Eligibility:** Any person, being a Member, and interested in the objects of the Corporation, is eligible to become a Director, subject to the following:
- a. The Member has provided full and complete consideration for their Class A Lease;
 - b. The Member complies with the provisions of these bylaws;

- c. The Member complies with the Rules and Regulations of the Corporation; and
- d. The Member is 18 years of age or older.

5.3 General Meeting: The Corporation shall, at its annual general meeting, set the fees payable by each Member and date for payment of the same taking into account their obligations for taxes, insurance, utilities, property management, and maintenance.'

5.4 Withdrawal: A properly elected Member may withdraw from their position as Director by providing written notice to the Secretary of the Corporation.

5.5 Renewal: There is no legal right to renew any lease. The granting of a new lease shall be at the discretion of the Board from time to time as they see fit.

DIVISION SIX: VOTING

6.1 Class A Vote: Class A Members in good standing shall be entitled to cast one vote per lease to a maximum of three leases.

6.2 Class B Vote: Class B Shareholders and Members shall not be entitled to cast any vote per share at any meeting of the Corporation.

6.3 Voting: Subject to Clause 5.1, questions at any meeting shall be decided by a majority of votes and by a show of hands.

6.4 Tie Vote: In the event of a tie vote, the Board of Directors shall vote to determine the course of action to be taken. The Board of Directors vote shall be decided by a majority of votes.

6.5 Proxies: Members who are entitled to vote at a meeting may, by means of a proxy, appoint a person who is also a Member in good standing as his/her nominee to attend and act on his/her behalf on any matter at the meeting or any adjournment thereof.

- a. To appoint a proxy, the appointing Member shall provide written notice to the Corporation no later than 72 hours before the time specified for the meeting;

b. Resolutions: A declaration of the Directors of the meeting indicating that a resolution has been carried shall be entered in the Corporation's minute book and shall serve as conclusive evidence of the resolution.

DIVISION SEVEN: MEETING OF MEMBERS

- 7.1 Annual Meetings:** The Directors shall call the first annual general meeting of Members not more than 18 months after the signing of these bylaws, and subsequently not later than every 15 months after the last preceding annual meeting. The Annual General Meeting should be in the spring, or at a date decided by the Board.
- 7.2 Special meetings:** The Directors may at any time call a special meeting of the Members with 5 days' written notice provided to each Member.
- 7.3 Chairman:** The President, or in their absence, the Chairman of the Board, if such an official has been elected or appointed and is present at the meeting, otherwise a vice-president who is a Member shall be Chairman of any meeting of the Members. If no such officer is present within 30 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be Chairman.
- 7.4 Secretary:** If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a Member, to act as secretary of the meeting.
- 7.5 Notice:** Notice of the date, time, place and agenda of any meeting shall be sent not less than 15 days and not more than 50 days before the meeting to each Member entitled to vote at the meeting, and to the auditor (if any) of the Corporation; subject to the Special Meeting Rules in paragraph 6.2.
- 7.6 Quorum:** A quorum for the transaction of business at any meeting of the Members shall be:
- a. Where the Corporation only has one Member, entitled to vote at the meeting, that Member, in person or represented by proxy; or
 - b. In all other cases, the lesser of 51% of the Members, or 51% of the Members entitled to vote at the meeting, either in person or represented by proxy.
- 7.7 Quorum Not Met:** In the event that quorum is not met, the attending Members shall vote on a date within the next 14 days following the original Meeting date. If Quorum is not met at the second meeting, the meeting shall be conducted as if Quorum had been met.
- 7.8 Conduct:** The conduct of the meetings shall be governed by the latest revised edition of the Roberts Rules of Order.

DIVISION EIGHT: DIRECTORS

- 8.1 Management:** The Directors shall manage the activities and affairs of the Corporation.

- 8.2 Number:** The Directors of the Corporation shall be determined in accordance with Division Five of these bylaws.
- 8.3 Term:** The Members shall, at their first annual meeting of Members, and at each succeeding meeting which an Election of Directors is required, elect directors to hold office for a term not exceeding three years following the election. This term limit does not apply to the Regina Beach Campground Ltd. Director.
- 8.4 Consent:** No Election or appointment of a person as a Director shall be effective unless:
- a. He/she is present at the meeting when he/she is elected or appointed and does not refuse to act as Director; or
 - b. He/she consents in writing to act as a Director before his election or appointment or within 30 days thereafter.
- 8.5 Removal of Directors:** With the exclusion of removing a Director elected by a different Membership Class, the Members may, by ordinary resolution at a meeting called for that purpose, remove any Director of their Membership Class from Office.
- 8.6 Vacation of Office:** A Director ceases to hold office when he/she dies or resigns; when he/she is removed from office by Members; or when he/she ceases to be qualified for election as a director.
- 8.7 Casual Vacancies and Additional Directors:** The Directors shall have power from time to time and at any time, to appoint any other person as Director, either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed by these bylaws, the articles of incorporation, or by a general meeting.

DIVISION NINE: MEETINGS OF DIRECTORS

- 9.1 Time and Place:** The Directors shall meet at such time and place as they determine and may adjourn any such meeting at their pleasure. Meetings shall be set upon notice sent to each director at least 5 days prior to the date of the meeting. Meetings may be held electronically.
- 9.2 Notice:** Notice of such meeting shall be in the form as prescribed by the Board from time to time.
- 9.3 Quorum:** A quorum of Directors shall be a majority of the Directors in office, unless otherwise decided by the Directors.

- 9.4 Regina Beach Campground Ltd. Director:** No meeting shall be held without the attendance of the Director appointed by Regina Beach Campground Ltd.
- 9.5 Chairman:** The Chair shall be elected by a majority of the directors. If the Chair is not present at a meeting, the President shall chair the meeting. If neither officer is present after 30 minutes from the fixed time as set prior to the meeting, the Directors shall adjourn the meeting to a later date.
- 9.6 Voting:** Questions arising at any such meeting shall be decided by a majority of votes and a show of hands.
- 9.7 Tie Vote:** In the case of a tie vote, the chairman shall have casting and deciding vote.
- 9.8 Resolution in Lieu of Meeting:** Any resolution of the Directors signed by all of the Directors, shall have the same force and effect as if duly passed at a Directors' meeting held for that purpose. Such resolutions shall be entered into the Corporation's minute book.
- 9.9 Delegation:** Directors may delegate any, but not all, of their powers to committees consisting of at least one Director, as elected by the Board.
- 9.10 Committees:** The committees so formed shall conform to any rules that may from time to time be imposed by the Directors, and shall report any act or thing done in the exercise of those powers to the earliest meeting of the Directors to be held next after it has been done, and as soon as possible via email.

DIVISION TEN: OFFICERS

- 10.1 Appointment:** The Directors may designate the offices of the Corporation, appoint as officers, persons of full capacity, specify their duties, and delegate to them powers that the Directors may lawfully delegate. Two or more offices of the Corporation may be held by the same person.
- 10.2 Directors and Members:** A director or Member may be appointed to any office of the Corporation.
- 10.3 Vacancies:** If the office of any officer of the Corporation shall be or become vacant by reason of death, resignation, disqualification or otherwise, the Directors by resolution shall, in the case of the president or the secretary, and may in the case of any other officer, appoint a person to fill such vacancy. In the case of James Sinclair, his heirs, or his assigns, they shall always be elected by the Class B Shareholders and Members.
- 10.4 Remuneration and Removal:** The remuneration of all officers appointed to the Board shall be determined from time to time by resolution of the Board.

The fact that any officer is a Director or Member of the Corporation shall not disqualify him/her from receiving such remuneration as may be determined. With the exclusion of James Sinclair, his heirs, or his assigns, all officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board at any time, with or without cause.

DIVISION ELEVEN: FINANCIAL DISCLOSURE

- 11.1 True Accounts:** The Directors shall cause true accounts to be kept of:
- a. All sums of money received and expended and the matters in respect of which the receipts and expenditures took place;
 - b. Assets and liabilities; and
 - c. All other transactions affecting the financial position of the Corporation.
- 11.2 Disclosure to Members:** The Directors shall place before the Members at every annual meeting:
- a. Financial statements of the previous year ended;
 - b. The report to the auditor, if any; and
 - c. Any further information respecting the financial affairs of the Corporation.
- 11.3 Examination of Accounts:** The accounts and books of the Corporation shall be examined by any two Directors of the Corporation, as determined by the Board from time to time, at least once in every fiscal year to ascertain their correctness. The two named Directors shall certify the correctness or otherwise of the Corporation's accounts as evidenced by their signatures.
- 11.4 Director Approval and Report of Auditor:** No financial statement shall be released or circulated unless it has been approved by the Directors and is accompanied by the report of the auditor, if any.
- 11.5 Reporting Requirements:** The Corporation shall, not less than 15 days before each annual meeting, send a copy of its financial statements and report of the auditor and to the Director of the Corporations Branch, Saskatchewan Justice, and Attorney General, in accordance with Division XIII of the Act.
- 11.6 Records:** The Directors shall from time to time determine at what times and places and under what conditions or regulations the accounts, books, and records of the Corporation or any of them shall be opened to the inspection of the Members not being Directors, provided such time, place, conditions, or regulations are reasonable.

DIVISION TWELVE: BORROWING AND BANKING

- 12.1 Borrowing Power:** The Board may, subject to *The Business Corporations Act*, exercise all the powers of the Corporation to borrow raise, or secure the payments of money, in such manner and form, at such time or times, in such amounts, and upon such terms as the Board deems appropriate.
- 12.2 Delegation:** The Board may from time to time delegate to a committee of the Board, a Director or an officer of the Corporation or any other person as may be designated by the Board, all or any of the powers conferred on the Board by the preceding section of this bylaw or by *The Business Corporations Act* to such extent and in such manner as the Board may determine at the time of such delegation.
- 12.3 Banking Arrangements:** The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such banks, trust companies, or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe.

DIVISION THIRTEEN: EXECUTION OF INSTRUMENTS

- 13.1 Execution of Instruments Regarding Class A Leases and Memberships:** Contracts, obligations, certificates, and other instruments in regards to the managing of the campground may be signed on behalf of the Corporation solely by any two of the Class A Directors or one Director and such other person as may be specified by the Board from time to time. All documents so signed shall be binding upon the Corporation without further authorization or formality.
- 13.2 Execution of Instruments Regarding Class B Leases and Subleases:** James Sinclair or the Director elected by the Class B Members under Clause 5.1 alone shall execute all leases, subleases, authorization, transfer or assignment.
- 13.3 Seal:** The Corporation's seal shall be under the custody of the Directors and shall be affixed to any and all instruments executed under clause 13.1 and 13.2.
- 13.4 Sale of Lease:** If the Class B Leaseholder sells the right to lease a Campsite, the purchaser shall enter into a Class A Lease and shall be a Class A Member and shall no longer have a Class B Lease and the Class B Lease shall end.

- 13.5 Class B Leases and Members:** Class B Leases are subject to the same Rules, Regulations and fees as Class A Leases. Notwithstanding the foregoing, all issues and conditions regarding the granting of subleases by Class B Members shall be governed by the Regina Beach Campground Ltd. Director acting alone as provided in 13.2.
- 13.6 Termination of Membership upon Sale of Lease:** In the event that a Lease is terminated or a Member seeks to terminate their Lease, they shall be provided with a one-year period in which they will be required to make any and all good faith efforts to sell their membership. They shall be subject to any and all rights that a Membership and Lease provided during this period.
- 13.7 Expiration of One Year:** Upon the expiration of the one year period provided in Clause 13.6, if the Member has not sold their membership interest, the Board or its authorized personnel may sell the membership interest and any costs associated the sale of the membership interest shall be invoiced to the Member and shall be due and payable by the Member.

DIVISION FOURTEEN: AMENDMENT TO BYLAWS

- 14.1 Amendments:** These Bylaws may be amended only by a majority vote of Members taken on a Special resolution at a General meeting.
- 14.2 Regina Beach Campground Ltd. Director:** Any amendment to these bylaws must be approved and receive an affirmative vote of the Regina Beach Campground Director.
- 14.3 Notice of Amendment:** A copy of the proposed amendments shall be sent to all Members no less than twenty-one (21) days prior to the General meeting.

DIVISION FIFTEEN: MINUTES

- 15.1 Minute Book:** The secretary, or some other officer specifically charged by the Board with this duty, shall maintain and have charge of the minute books of the Corporation, and shall record or cause to be recorded therein minutes of all meetings and resolutions of the Members and Directors.

DIVISION SIXTEEN: LIQUIDATION AND DISSOLUTION

- 16.1 Dissolution:** Subject to *The Business Corporations Act*, in the event of a dissolution, liquidation or winding up of the Corporation, its properties and assets shall, after payment of all liabilities be transferred to the Members proportionally to the number of leases they hold.
- 16.2** If the Corporation is wound up, the lease from Regina Beach Campground Ltd. shall be forfeited and shall be null and void.

DIVISION SEVENTEEN: RULES AND REGULATIONS

17.1 Rules and Regulations: The rules and regulations of the Corporation shall be those which are deposited with the Secretary on the date these bylaws are signed and thereafter, the Directors shall, but special resolution, have the power to amend the rules and regulations or make such further rules and regulations as are not inconsistent with these bylaws and the articles of incorporation.

This bylaw shall come into force on the date they are signed, or that date on which this bylaw is enacted.

ENACTED this _____ day of _____, 2021.



President

Name:

Secretary

Name: