

Ferndale Park
Cottagers Co-operative Ltd.
Cheltenham Ontario

General By-Laws
(Enacted January 27, 1958)

(December 15, 2006)

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Be it enacted as a by-law of FERNDALE PARK COTTAGERS CO-OPERATIVE LTD.
AS FOLLOW:

Article 1 – General

Head Office

1. The head office of the Co-Operative shall be at the City of Toronto, in the county of York, and at such place therein as the directors may from time to time determine.

Seal

2. The corporate seal of the Co-operative shall have inscribed thereon the words “FERNDALE PARK COTTAGERS CO-OPERATIVE LIMITED” and the seal impressed in the margin of these by-laws is hereby adopted as the corporate seal of the Co-operative.

Article II - Directors

Power of Directors

1. The business of the Co-operative shall be managed by a board of three directors Who may exercise all such powers and do all such acts and things as may be exercised or done by the Co-operative or by statute expressly directed or required to be done by the Co-operative at the general meetings of the shareholders

Qualification of Directors

2. The qualification of each director shall be that he holds at least one share of the capital stock of the Co-operative or that he be a director or officer of the corporate shareholder.

Election of Directors

3. At the first meeting of the shareholders directors shall be elected to serve for one year or until their successors are elected. At each annual meeting thereafter directors shall be elected for the ensuing year or until their successors are elected. Directors shall be eligible for re-election upon completion of their term.

Chairman for Election

4. At the meeting where directors are to be elected, the meeting, before nominations are called for, shall choose a Chairman for the purpose of conducting the elections. Nominations shall be on an individual basis and the Chairman shall not accept a blanket motion to elect directors until nominations have been chosen.

Ballot

5. Elections shall be made by ballot. Any ballot which contains the names of more or less than the number required shall be void.

Vacation of Office

6. The term of the Director shall be vacated:
 - a. if he becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent;
 - b. if he is found to be a lunatic or becomes of unsound mind;
 - c. if he ceases to have the necessary qualifications for office;
 - d. if by notice in writing to the Co-operative he resigns his office, or
 - e. If by resolution passed by three quarters vote of those present at a general meeting called for that purpose he is removed from office.

Filling Vacancies

7. In the event of any vacancy occurring in the office of a director, the remaining directors as long as there remains a quorum in office, may fill the vacancy from among the share holders of the Co-operative having the necessary qualifications and the person so appointed shall hold office for the unexpired portion of the term of office of the person who caused the vacancy.

Place of meeting and Notice Thereof

8. Meetings of the directors may be held at the head office or elsewhere as the directors may from time to time determine. A meeting of directors may be convened by the President or Vice-President or any two directors at any time, and the Secretary by direction of the President or Vice-President or any two directors shall convene a meeting of directors. Notice of such meeting shall be delivered or mailed or telegraphed or telephoned to each director not less than two days (exclusive of the day on which the notice was delivered, mailed, telegraphed or telephoned, but inclusive of the day for which the notice was given) before the meeting is to take place; provided always that the meeting of the Board of Directors may be held at any time without formal notice if all the directors are present or those absent have waived notice or have signified their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a director.
9. In the case of the first meeting of the Board of Directors to be held immediately following an annual meeting, or in the case of a director elected to fill a vacancy on the Board, it shall not be necessary to give notice of such meeting to the newly elected director or directors in order to legally constitute the meeting, provided that the quorum of directors is present.

Quorum

10. A majority of the directors shall constitute a quorum for the transaction of business.

Voting

11. Questions arising at any meeting of the directors shall be decided by a majority of votes.

Remuneration of Directors

12. The remuneration to be paid to the directors of the Co-operative shall be such per diem allowance as the Board of Directors may from time to time determine. The Board of Directors may also by resolution award special remuneration to any director undertaking any special services on behalf of the Co-operative other than routine work ordinarily required of the director of the Co-operative. No payment shall, however, be made to the directors pursuant to these provisions until the shareholder have given their approval at an annual meeting or a special general meeting called for that purpose. The directors shall also be entitled to be paid for their traveling or other expenses properly incurred by them in connection with the business of the Co-operative.

Article - III – Officers

Officers

1. The Board of Directors shall annually or oftener as may be required elect a President, a Vice-President, a Secretary, a Treasurer (and if deemed advisable an Assistant Secretary and an Assistant Treasurer). None of the said officers except the President and Vice-President need to be a member of the Board of Directors. Any two of the aforesaid offices may be held by the same person except those of President and Vice-President. In case and whenever the same person holds the office of Secretary and Treasurer he may but need not be known as the Secretary-Treasurer. A vote of the majority of the Board of Directors shall be necessary for the election or appointment of the said officers. The Board of Directors may from time to time elect or appoint such other officers or agents as it shall perform such duties as from time to time shall be prescribed by the Board of Directors.

Remuneration and Removal of Officers

2. The remuneration of all officers (elected or appointed by the board) shall be determined from time to time by resolution of the Board of Directors. The fact that any officer or employee is a director or shareholder of the Co-operative shall not disqualify him from receiving such remuneration as may be determined. All officers in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board of Directors at any time, with or without cause, provided that the majority of the Board shall vote in favor thereof.

Duties of Officers may be Delegated

3. In the case of absence or inability to act of the President, the Vice-President or any other officer of the Co-operative, or for any other reason that the board shall deem sufficient, the Board all or any of the powers of such officer to any other officer for the time being provided that the majority of the entire board concurs therein.

The President

4. The President shall if present preside at all meetings of shareholders and directors. He shall sign all instruments which require his signature and shall perform all duties incident to his office and shall have such other powers and duties as may from time to time be assigned to him by the board.

The Vice-President

5. The Vice-President shall be vested with all powers and shall perform all duties of the President in the absence or disability or refusal to act of the President. The Vice-President shall also have such powers and duties, if any, as may from time to time be assigned to him by the board.

The Secretary

6. The secretary shall issue or cause to be issued notices for all meetings of the Board of Directors and shareholders when directed so to do, shall have charge of the minute books of the Co-operative, shall sign with the President or other signing officers of the Co-operative such instruments as require his signature and shall perform such other duties as the terms of his engagement call for or the Board of Directors may from time to time properly require of him.

The secretary or some other officer specially charged with the duty shall keep or cause to be kept a book or books or suitable records wherein shall be kept recorded:

- (a) a copy of the letters patent and of any supplementary letters patent issued to the Co-operative and the By-laws and special resolutions of the Co-operative duly authenticated;
- (b) the names, alphabetically arranged, of all persons who are or have been shareholders of the Co-operative,
- (c) the post office address and calling of every such person, while such shareholder;

- (d) the names, post office addresses and calling of all persons who are or have been directors of the Co-operative, with the date on which each person became or ceased to be such a director;
- (e) the number of shares held by each shareholder;
- (f) the amounts paid in and remaining unpaid respectively on the shares of each shareholder;
- (g) The date and other particulars of all transfers of shares in their order;

Treasurer

7. The Treasurer shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks or with such depository or depositories as the Board of Directors may direct. He shall at all reasonable times exhibit his books and accounts to any director of the Co-operative upon application at the office of the Co-operative during business hours. He shall sign or countersign such instruments as require his signature and shall perform all duties incident to his office or that are properly required of him by the Board. He shall be required to give such bond for the faithful performance of his duties as the Board of Directors in their uncontrolled discretion may require and no director shall be liable for failure to require any bond or for insufficiency of any bond or for any loss by reason of failure of the Co-operative to receive any indemnity thereby provided.

General Manager or Manager

8. The Board of Directors may from time to time appoint a General Manager or Manager, who shall not be one of the directors of the Co-operative, and may delegate to him full authority to manage and direct the business and affairs of the Co-operative (except such matters and duties as by law must be transacted or performed by the Board of Directors or by shareholders in general meeting) and to employ, discharge and fix the wages and salaries of temporary agents and employees of the Co-operative or may delegate to him any lesser power. He shall conform to all lawful orders given to him by the Board of Directors of the Co-operative. He shall at all reasonable times give to the directors or to any of them all information they may require regarding the affairs of the Co-operative.

Vacancies

9. If the office of the President, Vice-President, Secretary (or Assist Secretary), Treasurer (or Assistant Treasurer) or one or more, or otherwise, the directors by resolution may elect or appoint an office to fill such vacancy.

Annual Meeting

1. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly be brought before an annual meeting of shareholders shall be held at the head office of the Co-operative or at such other place in Ontario as the directors may from time to time determine at such date and time as the directors may determine but not later than four months after the end of each fiscal year.

Special General Meetings

2. Other meetings of the shareholders, whether special or general, may be conveyed order of the President, or the Vice President, and the Secretary shall send the requisite notice of such meeting to the shareholders of the Co-operative.

Notice of Annual and Special Meetings

3. Notice of any annual meeting or special general meeting of the shareholders of the Co-operative shall be deemed to be well and sufficiently given if such notice is sent by prepaid post letter addressed to each shareholder entitled to vote at the meeting, at his usual place of business or at his residence or at his address as entered in the books of the Co-operative, and mailed at least five days prior to the date fixed for the holding of such meeting.

Accidental Omission of Notice

4. No accidental error or omission in giving notice of any annual or special general meeting of shareholders of the Co-operative shall invalidate such meeting or make void any proceedings taken or had thereat and any shareholder may at any time waive and confirm any and all proceedings taken or had thereat.

Waived Notice

5. Notwithstanding anything in these by-laws contained no notice of any annual meeting of shareholders or special general meeting of shareholders shall be necessary:
 - (a) where all the shareholders entitled to vote at such meetings are present in person, and in the case of an annual meeting consent to the transaction of business or in the case of a special general meeting consent to the transaction of the business

- (b) Where all shareholders entitled to vote at such meeting who are not present either before or after the meeting waive in writing notice of the meeting, or, in the case of a special general meeting, notice of the meeting and of the purpose for which it is held.

Quorum

- 6. Two shareholders personally present shall be a quorum for any meeting of the shareholders for the choice of a Chairman and the adjournment of the meeting; for all other purposes quorum of any meeting (unless a greater number of shareholders and a greater number of shares are required by The Corporation Act, 1953, or by the Co-operatives Letters Patent or any Supplementary Letters Patent or any other by-law to be represented) shall be ten shareholders or five per whichever is the lesser present in person. No business shall be transacted at any meeting unless the quorum requisite is present at the commencement of the business.

Absence of Quorum

- 7. If at any annual or special general meeting of the Co-operative a quorum is not present within sixty minutes of the time for which the meeting is called, the meeting if convened upon requisition of the shareholders shall be dissolved, and in any other case the presiding officer shall adjourn the meeting to a date less than seven and not more than fifteen days thereafter and the decision of the adjourned meeting shall be binding upon the Co-operative regardless of the number of shareholders present. Notice of the adjourned meeting shall be given by the Secretary in the manner herein provided at least five days prior to the date of the adjourned meeting.

Voting Rights

- 8. At all general meetings of the Co-operative, whether annual or special, every holder of shares of the Co-operative not in arrear in respect of any call on any shares shall be entitled to one vote only (irrespective of the number of shares he owns in the Co-operative), but no shareholder who is in arrears in respect of any call shall be entitled to vote at any meeting. All questions arising in any meeting shall be decided by a majority of votes.

Proxy

- 9. Voting by proxy shall not be permitted except that a corporate shareholder may appoint under its corporate seal one of its officers or directors to attend and vote on its behalf at shareholders' meetings.

Article -V- Shares and Transfers

Allotment of Shares

1. Shares in the capital stock of the Co-operative shall be allotted by resolution of the Board of Directors upon such terms and conditions and to such persons as the Board of Directors shall deem advisable.

Patronage Returns in Payment for Shares

2. In each fiscal year, the whole, or such parts as the directors may determine, of the patronage return of each shareholder shall be applied by the Co-operative to the purchase of the said shareholder of un-issued shares of the Co-operative at the par value thereof. If the amount to be applied to the purchase of such shares is not sufficient to pay for them in full, it shall be applied towards the purchase of as many paid up shares as it will purchase and the balance shall be credited (to the shareholder) on the books of the Co-operative as a loan which may be applied by the Co-operative along with patronage returns of subsequent years towards the purchase of fully paid shares.

It shall not be necessary for any shareholder to make application for the shares to be Purchased pursuant to this section, and the directors may allot such shares without An application.

Calls

3. The Board of Directors may by resolution from time to time to make such calls as they think fit upon the shareholders in respect of the amounts unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the board of the directors. A call may be made payable by installments.

Notice of any call and demand for payment shall be mailed five days (including the date of mailing, but excluding the day appointed for payment) before the day appointed for payment specifying the time and place and the person to whom payment is to be made. Every call shall be payable within the time and in the manner specified in the resolution making the call and in default of such specification shall be payable to the Co-operative at its head office at the expiration of five days from the mailing of the notice of call.

Signature on Stock Certificates

4. Certificates for shares of the Co-operative shall be signed by the President or Vice-President, and by the Secretary or the Secretary-Treasurer. Notwithstanding any change in any of the persons holding offices between the time of actual signing and delivery of any certificates and notwithstanding that the President or Vice-President or the Secretary or the Secretary-Treasurer signing may not hold office at the date of delivery of any certificates, the certificates so signed shall be valid and binding on the Co-operative.

Transfers

5. No shares or shares of the Co-operative shall be transferred unless authorized by the Board of Directors.

Surrender of Certificates

6. No transfer shall be recorded unless or until the certificate representing the shares to be transferred has been surrendered and cancelled.

Lost, Defaced, or Destroyed Certificates

7. In the case of the loss, defacement or destruction of the certificate for shares held by a shareholder, the fact of such loss, defacement or destruction shall be reported by such shareholder to the Co-operative with his statement verified by oath or statutory declaration as to the loss, defacement or destruction and the circumstances attending the same and with his request for the issuance of a new certificate to replace the one lost, defaced or destroyed. Upon the giving to the Co-operative of a bond of a surety company or other security approved by the Board of Directors and in such form as is approved by the Board of Directors indemnifying the Co-operative may be put by reason of the issuing of a new certificate of the said shareholder, a new certificate may be issued to take the place of the one lost, defaced or destroyed if such issuance is ordered by the President of the Co-operative for the time being or by the Board of Directors.

Article -VI – Dividends

1. Shareholders in the Co-operative shall be entitled to such dividends not exceeding eight per cent per annum as may be declared by the directors from time to time.

Article -VII- Distribution of Surplus

1. Before any distribution of surplus arising from the business of the Co-operative in each fiscal year, the Co-operative may:
 - (a) set aside such sum or sums as it deems advisable as a reserve fund or funds for such purpose or purposes as it deems conducive to the interests of the Co-operative or its shareholders;
 - (b) Provide for the payment of dividends on the shares capital at a rate not to exceed eight per cent per annum on the amount paid on thereon.
2. The remaining net surplus arising from the business of the Co-operative in each fiscal year shall be allocated, credited or paid to the shareholders in proportion to the business done by each shareholder with or through the Co-operative, computed at a rate in relation to the quantity, quality or value of the goods or products acquired, marketed, handled, dealt in or sold, or services rendered by the shareholder or by the Co-operative from or on behalf of or to the shareholder, or to the Co-operative, whether as principal or as agent of the shareholder or otherwise, with appropriate differences in the rate for different classes, grades or qualities thereof.
3. Part of the net surplus may be allocated, credited, or paid to non-shareholders at the same or at a lesser rate than to shareholders.
4. The amount allocated, credited or paid to shareholders or non-shareholders in each fiscal year shall be known as the "Patronage Return".
5. Where the value of the goods or products acquired, marketed, handled, dealt in sold or services rendered by the Co-operative from or on behalf of or to any shareholder or non-shareholder in any year does not exceed \$100.00, no patronage return need be allocated, credited or paid to such shareholder or non-shareholder.
6. Distribution of the net surplus shall be determined by resolution of the members in annual meeting or at a special general meeting called for that purpose, upon the recommendation of the Board of Directors, and the members may approve such recommendation in whole or in part, or alter or amend it without a further recommendation from the Board of Directors.

Article -VIII- Member and Patronage Loans

Patronage Loans

1. Each shareholder of the Co-operative shall be required in each fiscal year to make a loan to the Co-operative of an amount equal to the patronage return paid or credited to him by the Co-operative, or such part thereof as the directors may determine; and the Co-operative shall be at liberty to apply the said patronage return to such loan each year during which the shareholder remains a shareholder. Such loans shall be repaid within twenty years and shall be known as "Patronage Loans". The amount of patronage loans shall be shown on the Co-operative's balance sheet separately from other member loans. They shall bear interest at five per cent per annum.

Members Loans

2. The directors may, from time to time, borrow additional moneys from the shareholders with interest at five per cent per annum. Such loans shall be known as "Members Loans".

May be Paid Prior to Maturity

3. The Co-operative shall have in all cases the right to repay Members Loans and Patronage Loans in whole or in part at any time before the maturity thereof without notice or bonus.

Authority to Issue Certificates

4. As evidence of the indebtedness of the Co-operative to its shareholders the Co-operative shall have authority to issue certificates to be known as "Member Loan Certificates", and such certificates shall be in such form and subject to such terms and conditions not inconsistent with these by-laws as the directors may from time to time determine. Each certificate shall show on its face the date of issue, the maturity date, and the terms upon which it may be repaid prior to maturity, if any. Certificates evidencing loans made under the provisions of section I hereof shall indicate that the loan represented thereby is a Patronage Loan. They shall be issued in an annual series and each certificate in each series shall be identified upon its face by the year in which it is issued.

Not Transferable

5. "Members Loan Certificates" shall not be transferable without the consent of the directors.

Repayment of Loans

6. The directors shall as soon as practicable set up a plan for the repayment of Patronage Loans on a revolving basis so that such loans shall be held by those shareholders most actively interested in the business of the Co-operative and so that the business of the Co-operative shall not have a large amount of Member and Patronage Loans falling due in any year.

Dissolution

7. Upon the dissolution or winding up of the Co-operative in any manner, all outstanding Members Loans and Patronage Loans shall rank equally without distinction as between loans of different types and maturities.

Article -IX- Notices

Service

1. Any notice may be given by the Co-operative to any shareholder or director either personally or by sending it through the post in a prepaid envelope or wrapper or by telegram addressed to such shareholder or director at his address as the same appears in the books of the Co-operative or if no address be given therein then to the last address of such shareholder or director known to the Secretary.

Shares Registered in More than One Name

2. All notices with respect to any shares registered in more than one name shall be given to whichever of the persons is named first in the books of the Co-operative and notice so given shall be sufficient notice to all the holders of such shares.

Persons Becoming Entitled by Operation of Law

3. Every person by operation of law, transfer or by any other means whatsoever shall become entitled to any share or shares shall be bound by every notice in respect of such share or shares which previously to his name and address being entered on the books of the Co-operative shall be duly given to the person from who he derives his title to such shares or shares.

Deceased Shareholders

4. Any notice or document delivered or sent by post or left at the address of any shareholder as the same appears in the books of the Co-operative, shall notwithstanding that such shareholders be then deceased, and whether or not the Co-operative has notice of his decease, be deemed to have been duly served in respect of the shares whether held solely or with other persons be entered in his stead in the books of the Co-operative as the holder or one of the holders thereof and such service shall for all purposes be deemed sufficient service of notice or document on his heirs, executors or administrators and on all persons, if any, interested with him in such shares.

Signature to Notices

5. The signatures to any notice to be given by the Co-operative may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

Computation of Time

6. Where a given number of days notice or notice extending over any period is required to be given the day of service or posting shall unless it is otherwise provided be counted in such number of days or other period.

Proof of Service

7. A certificate of the Secretary or other duly authorized officer of the Co-operative in office at the time of the making of the certificates as to facts in relation to the mailing or delivery of any notice to any shareholder, director or officer or publication of any notice shall be conclusive evidence thereof and shall be binding on every shareholder, director or officer of the Co-operative, as the case may be.

Article -X- Cheques, Drafts and Notes

Signatures

1. All cheques, drafts or orders for payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons whether or not officers of the Co-operative and in such manner as the Board of Directors may from time to time designate.

Article -XI- Books of Account

1. The books of account of the Co-operative may be kept either at the head office or such other place in Ontario as the directors may from time to time determine or approve.

Article -XII-Borrowing Powers

1. The Directors may from time to time:
 - (a) borrow money on the credit of the Co-operative;
 - (b) issue, pledge or sell bonds, debentures, certificates of indebtedness or other securities for such sum and at such prices as may be deemed expedient or necessary;
 - (c) charge, hypothecate, mortgage or pledge all or any of the real or personal property including book debts and unpaid member loans, rights, powers, undertaking or franchise of the Co-operative to secure any bonds, debentures, certificates of indebtedness or other securities or any liability of the Co-operative.
2. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its directors or officers independently of borrowing by-law.

Article -XIII- Auditors

1. The shareholders at each annual meeting shall appoint an auditor who is familiar with the Co-operative accounting and practice. The auditor, when appointed, shall hold office until next annual meeting unless previously removed by resolution of the shareholders in general meeting. The remuneration of the auditor shall be fixed by the directors.
2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the directors and officers such information and explanation as may be necessary for the performance of his duties.

3. The auditor shall make a report to the shareholders on the financial statement to be laid before the Co-operative at any annual meeting during his term of office and shall state whether in his opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operations for the period under review.

Article -XIV- Stock in Other Companies

Purchasing Stock of Other Companies

1. The directors may purchase from time to time shares of the capital stock of any other company at such prices as they may think fit and pay for the same either in cash out of the funds of the Co-operative or by allotment of shares of the capital stock of the Co-operative or partly in cash and partly by allotment of shares, or in such manner as to the directors may seem fit.

Article -XV- Custody of Securities

1. All shares and securities owned by the Co-operative shall be lodged in the name of the Co-operative with a chartered bank or trust company, or with such other corporations as may be determined from time to time by the Board of Directors.

Article -XVI-Execution of Instruments

1. Contracts, documents or any instruments in writing requiring the signature of the Co-operative may be signed by the President, or Vice-President and the Secretary or Assistant-Secretary on all contracts, documents and instruments in writing so signed shall be binding upon the Co-operative without further authorization or formality. The Board of Directors shall have power from time to time by resolution to appoint any officer or officers, person or persons on behalf of the Co-operative either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

2. The seal of the Co-operative shall be in the custody of the Secretary and may when required be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officer, person or persons, appointed by resolution of the Board of Directors.

Article -XVII- Fiscal Year

1. The financial or fiscal year of the Co-operative shall terminate on the 30th day of November in each year. (to be amended to December 31st)

Article -XVIII- Dissolution

1. In the event of dissolution of the Co-operative, all net assets after payment of liabilities shall be divided among the shareholders at the time of dissolution on the basis of patronage returns accrued to such shareholders during the five fiscal years immediately preceding the dissolution or since the date of incorporation if such period is less than five years.

Article -XIX- Amendments

1. The by-laws may be amended from time to time as provided by The Corporation Act, 1953.

Article -XX- Interpretation

1. In all by-laws of the Co-operative, the singular shall include the plural and the plural the singular; the word "person" shall include firms and corporations, and the masculine shall include the feminine. Whenever preference is made in this by-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendment to the said statute or section, as the case may be.

Passed by the Board of Directors and sealed with the corporate seal this 27th day of January, 1958

Ferndale Park Cottager's Co-operative Limited

Amendments to By-laws passed at a Special General Meeting of Shareholders held 2nd
June, 1978

21. That there be a board of five directors to manage and maintain the affairs of the Co-operative.
22. That the term of office for directors be three years.
23. That only the President and or the Secretary-Treasurer have access to the Co-operative solicitors regarding Co-operative affairs, unless authorized in writing by the President and or Secretary-Treasurer.
24. That in dealings with different levels of government and or any legal procedures concerning our land, that meeting be attended by at least two, or if at all possible three directors.
25. That an up to date and accurate list of shareholders be issued to all shareholders, upon request consisting of owners names, cottage numbers, number of shares held, taxes paid or in arrears.
26. That any new and pertinent business dealing with the government or regional authorities be reported to each shareholder
27. That all shareholders make payment of taxes by March 1st each year. Unpaid assessments will be levied at the rate of 1% per month on the outstanding amount.

Replacement for by-law amendment #27
(Duly passed June 2, 1978)

Be it resolved that:

- (1) all annual membership fees, as may be determined by the board, shall become due and payable on April 15 each year or such subsequent date indicated on the assessment notice:
- (2) accounts still owing after the due date shall incur a daily late penalty fee calculated on a per annum percentage rate equivalent to 1 ½ % over the Prime lending rate in effect at the Co-operatives bank on the last business day of the month preceding the date arrears first occur;

- (3) in the event arrears for payment of the fee, late penalty, and collection costs persist beyond August 31, the board shall convene as soon as practical to consider resolutions expelling those then in default from membership in the Co-operative under the by-laws and statutory provisions of The Co-operative Corporations Act, 1973;
 - (4) all costs incurred with respect to the forgoing, including but not limited to legal fees, shall be added to total amount owing and shall appear as a lien on the members shares. In the case where subsequent application is made for transfer, payment of such amounts will be added to other conditions of directors approval to the transfer.
 - (5) Proper settlement after the due date shall be by money order or certified cheques.
28. That any planned structural changes be reported by the shareholders involved to the directors, and have the approval of the local authorities.

Replacement for by-law amendment #28
(Duly passed June 3, 1979)

28. Be it resolved that:

- (1) Each shareholder planning changes that may materially alter the use of the Co-operative lands and or improvements, including but not limited to:
 - a. the size, configuration and location of structures;
 - b. the installation of water supply and sewage disposal systems, and;
 - c. any other alteration, demolition, modification, or installation which normally requires approval of authorities outside of the Co-operative and having jurisdiction there over;

Shall first submit plans for the proposed changes to the Board of Directors, in sufficient detail as may be required by them, in order to obtain their written approval in principal and their authority to approach the municipality and other outside agencies as may be required for approvals, permits, and inspections. The Board's approval and consent shall represent their majority decision on the matter, and may be in a form and substance determined by them from time to time. The contemplated changes shall not proceed until the shareholder has obtained Board, Municipal, and other Agencies' approval.

- (2) Where a shareholder or a duly appointed representative fail to comply with the requirements of the preceding section, he will be considered, under the Co-operative by-

laws to have acted individually and without due regard to the other shareholders at large, and in direct contravention of the Directors' vested responsibilities. As such the offending shareholder will be deemed solely and directly responsible for any costs incurred by the Co-operative as a result of actions taken on behalf or against the Co-operative as registered owner of the property. Costs incurred on behalf of the Co-operative may include but are not limited to the cost of a contractor hired by the board to remove, reconstruct, or perform other duties necessary to return the land and or buildings to their condition prior to unauthorized change, as nearly as practical. All such costs shall be added to the annual fees payable by the offending shareholder and shall become due within the year in which they occurred and as prescribed by the Co-operatives' by-laws. Payments not made when due after notice may result in shareholders expulsion under section 66 of the Co-operative Corporation Act, 1973.

29. That there should cease to be unreasonable use of the water system of the park, for example: holding tanks, washing machines and showers.

Change amendment #29 to:

There shall be no unreasonable use of the water system of the park.

"Unreasonable use" shall be determined or defined in each instance by agreement of a majority of directors.

30. That each and every member of the Co-operative be responsible for keeping the land around his or her cottage free from refuse and in reasonable state of repair.

Add to amendment #30:

Further, that all shareholders maintain the areas around his/her cottage in accordance with by-law 87-99 (and all additional and subsequent by-laws pertaining to property maintenance) as passed by the Corporation of the Town of Caledon.

31. That with the exception of an emergency that requires an immediate decision, park problems, complaints, requests, suggestions, enquiries, et. Must be submitted to the board member in writing, for discussion by the board.
32. From the hill there are two walkways down to the orchard. These are "no car parking areas" and should not be used for storage or parking. Extra parking has been provided on the west side of the road on the hill.

Additional By-laws

The following additions have been made to the existing by-laws of The Ferndale Park Cottager's Co-operative (June 25, 1995).

The shareholders agree:

33. That all laws apply equally to guests and visitors of member shareholders.
34. That the member share holder be responsible for the activities and actions of his/her guests. Shareholders are responsible for the conduct of their children and their guests within the park and, for the purposes of enforcement, any breach of the rules and regulations of the Co-operative shall be treated as a breach by such respective shareholders.
35. That the shareholder will not be relieved of any of his obligations under the occupancy Agreement, Ferndale park Co-operative Corporation By-laws and regulations by so renting/leasing the cottage/cabin.
36. That persons not guests, tenants or shareholders found in contravention of any of The by-laws be considered common trespassers and dealt with accordingly.
37. That if the shareholder (or persons for whom the shareholder is responsible) is in Breach of any terms of these membership by-laws or of any rule or regulation of The membership, the Co-operative Corporation (or its elected directors) may give Written notice to the shareholder to cure the default within forty-five days, and if The default continues thereafter, the Board of Directors may, without further Notice, in addition to all other provisions of these by-laws or under the Occupancy agreement or in equity exercise all or any of the following remedies:
 - (a) Inform the shareholder verbally that he/she is in infringement of the existing by-laws.
 - (b) Inform and /or make recommendations to the shareholder and place a copy of the notice of infringement on permanent record.
 - (c) Cause the default to be cured, without being liable for any prosecution, suit or damages therefore, and apply the costs to the shareholders annual fee.
 - (d) Immediately terminate the Shareholders membership; the Corporation and/or persons working on behalf of the Corporation shall cause the shareholders cabin or cottage to be publicly sold and shall apply the proceeds of such sale (after expenses, costs and outstanding fees) to the Shareholder. The Corporation and/or persons working on behalf of the Corporation shall not be liable for any damages, suits or prosecutions in the execution of such duties.

38. That the Shareholder shall keep the Secretary and Treasurer of the Board apprised of their current home mailing address and current telephone number.
39. That the Shareholder shall maintain the area surrounding the cottage or cabin in A clean, orderly, healthful and safe condition
40. That all buildings and structures of any kind must comply with the rules and regulations of the Ferndale Park Cottagers Co-operative, the by-laws of the Town of Caledon, the regulations of the Niagara Escarpment Commission and the rules of the Credit Valley Conservation Authority.
41. That, in accordance with the municipal by-laws and the Co-Operative Corporation Occupancy Agreement, no wrecked, abandoned, discarded or junked vehicles, trailers or equipment of any kind shall be placed or permitted in Ferndale Park.
- 42.1 Those uses of recreational facilities of the park take place within reasonable hours. Consideration should be given at all times to residents living in close proximity to the facility.
- 42.2 That, in accordance with Municipal by-laws, there shall be no excessive noise at any time.
- 42.3 That between the hours of 23:00 (11pm) and 7:00 am (weekends 24:00 and 8:00) in particular, noise be kept to a minimum and that the rights of neighboring shareholders be respected.
- 43.1 That "private" fires meet requirements of The Town of Caledon by-laws.
- 43.2 That "private" fires attended by adults at all times: that all fires be thoroughly extinguished; that fires never be large enough to pose a hazard to person or property.
- 43.3 That "fireworks" be used only in accordance with local regulations and that they at no time present any potential hazard.
- 44.1 That the dumping and/or burning of refuse on Co-operative property be strictly prohibited.
- 44.2 That persons found dumping and/or burning refuse on Co-operative property be responsible for removal and clean up: further, that persons found dumping be responsible for any costs incurred by the Co-operative with respect to clean up/removal. Persons found delinquent in this regard will be billed directly or will have relevant charges added to the shareholders maintenance fees.

- 45.1 That all municipal by-laws with respect to animal care and control be observed.
- 45.2 That, in accordance with these by-laws, no dogs shall run at large within the park. All dogs are to be restrained.
- 45.3 No animals, livestock or fowl of any kind shall be brought upon or kept within the park, except that household pets may be kept. Provided they are not raised, bred or kept for commercial purposes and are not permitted to create a public health or noise nuisance and their droppings are removed and disposed of by the shareholder.
- 46. That the parking of vehicles be confined to designated areas when it is not possible for shareholders/guests to park next to his/her cottage.
- 47. That any vehicles which create a loud and obnoxious noise shall not be operated within the park.
- 48. That there be no fencing or partitioning off of property surrounding cottages; however, that individual privacy and shareholders usage of land be respected.
- 49.1 That all right, obligations, structures, and procedures outlined by the current occupancy agreement be incorporated into the general by-laws of Ferndale Park Cottagers Co-operative and all municipal and regional authorities.
- 49.2 That the occupancy agreement and the general principles outlined therein govern the interpretation/enforcement of Ferndale Park Cottagers Co-operative by-laws.
- 49.3 That when the by-laws of the Ferndale Park Cottagers Co-operative are not in accordance with the articles of the most recent occupancy agreement, the occupancy agreement should supersede.
- 50. That only such buildings recognized by the Co-operative as cabins or cottages be use for the purposes of habitation.
- 51. That the discharge of firearms with the Co-operative be strictly prohibited.
- 52. That if the board or its designates determine that an emergency exists, a person authorized by the Board or its designates may enter any premises or facility and without notice inspect, repair or otherwise cause the emergency to be cured. The Board or its designates shall not be liable for damages incurred in the execution of these duties.

53. That the shareholder shall indemnify the Board and/or any other shareholder or shareholders against injury or loss or damage caused because of neglect or any other cause by the shareholder or his guest.
54. That in the event that the Membership is held by more than one person, they shall be jointly and severally liable to fulfill any obligation of the Occupancy Agreement or Corporation By-laws.
- 55.1 That the shareholder shall not remove and/or otherwise interfere with the natural growth of trees, shrubs, etc. without prior approval of the Board or its designate, The Credit Valley Conservation Authority, and any other municipal or regional Authority.
- 55.2 That upon approval the shareholder or persons acting on the shareholders behalf, be responsible for any damage incurred in the removal or interference of trees shrubbery, etc.
- 55.3 That upon approval, the shareholder be responsible for the clean up and restoration of the area involved.
56. Grass that is neglected will be cut by the Board or its designates and the Shareholder shall be responsible for any costs incurred. The Board and its designates shall not be responsible or liable for any damages resulting from the execution of these duties.

Rule 43

It is the responsibility of the shareholder to inform the board if there is difficulty in making their full payment, and request a meeting with The Board.

It must be in writing and within 30 Days of the due date.

If not, it will automatically go into default and The Board will advise all parties and file for foreclosure.

This will be done by registered mail.

If the shareholder does inform The Board within the mentioned parameters above.

The Board will set up a meeting at a mutually agreeable time to discuss.

- The shareholders circumstance.
- Negotiate a payment plan with a **time sensitive end**.

If after agreeing to a payment plan, the shareholder cannot meet the payments:

It is the responsibility of the shareholder to inform the board if there is difficulty in making their full payment, and request a meeting with The Board.

It must be in writing and within 30 Days of the due date.

If not, it will automatically go into default and The Board will advise all parties and file for foreclosure.

This will be done by registered mail.

There is no guarantee that The Board will negotiate the original payment plan.

After today's meeting:

A registered letter will be sent to all parties, past and present that are in arrears informing them of "Rule 43". They will be advised that they have 14 days (not business days) to comply with "Rule 43" as it has been sent out.

As a courtesy, I will call all parties in this time frame and attempt to set an appointment to discuss all the above.

The Ferndale Board of Directors