



INCORPORATION APPLICATION

BC Society • Societies Act

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Province of British Columbia
Registrar of Companies

CAROL PREST

NAME OF SOCIETY: SHELTER BAY OWNER ASSOCIATION

Incorporation Number:	S0075122
Business Number:	Pending
Filed Date and Time:	July 7, 2021 12:25 PM Pacific Time
Date Society was incorporated or otherwise formed:	July 7, 2021 12:25 PM Pacific Time

NAME RESERVATION NUMBER

NR 8692512 SHELTER BAY OWNER ASSOCIATION

APPLICANT INFORMATION

Last Name, First Name Middle Name:

DAVIES, BRUCE W.

Mailing Address:

201 - 45793 LUCKAKUCK WAY
CHILLIWACK BC V2R 5S3

REGISTERED OFFICE ADDRESS INFORMATION

Delivery Address:

201 - 45793 LUCKAKUCK WAY
CHILLIWACK BC V2R 5S3

Mailing Address:

201 - 45793 LUCKAKUCK WAY
CHILLIWACK BC V2R 5S3

DIRECTOR INFORMATION

Last Name, First Name Middle Name:

VAN MAREN, ERIC

Delivery Address:

202 - 45793 LUCKAKUCK WAY
CHILLIWACK BC V2R 5S3

CONSTITUTION

NAME OF SOCIETY

SHELTER BAY OWNER ASSOCIATION

SOCIETY'S PURPOSES

1. The purposes of the society are (all terms have the meaning ascribed to such term in the Bylaws of the society):

(a) once 100% of the Units have been subleased by the Sublandlord, to operate in a manner essentially similar to that which would exist if a strata plan were filed under the Strata Property Act in respect of the lands legally described as:

Lot 188 CLSR 76824 Tsin Stik Eptum Indian Reserve No. 10

Lot 331 CLSR 76824 Tsin Stik Eptum Indian Reserve No. 10

(as may be subdivided or consolidated) and the Owner Association was the strata corporation thereunder. In the event of disagreement as to the applicability of the Strata Property Act, the provisions of the Lease and Sublease are paramount.

This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.





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CERTIFICATION

I, Lucy Regan, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.



BYLAWS OF THE SHELTER BAY OWNER ASSOCIATION

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In these Bylaws the following terms will have the following meanings:

- (a) “**Board**” means the directors of the Society;
- (b) “**Common Area**” as the meaning ascribed thereto in the Subleases;
- (c) “**Community**” means the residential community known as Shelter Bay located on the Lands;
- (d) “**Director**” means a director of the Owner Association from time to time;
- (e) “**Lease**” means the Head Lease of the Lands between Ronald Michael Derrickson and Douglas Noll Theodore Derrickson, together as lessors and the Sublandlord, as lessee;
- (f) “**Lands**” means Lot 331 CLSR 76824 Tsinstikeptum Indian Reserve No. 10 and Lot 188 CLSR 76824 Tsinstikeptum Indian Reserve No. 10 in West Kelowna, British Columbia;
- (g) “**Member**” has the meaning ascribed to such term in Bylaw 2.1;
- (h) “**Mortgage**” means a mortgage of a Sublease;
- (i) “**Mortgagee**” means the mortgagee under a Mortgage;
- (j) “**Non-Voting Member**” has the meaning ascribed to such term in Bylaw 2.4;
- (k) “**Owner**” means a sublessee under a Sublease;
- (l) “**Owner Association**” means the Society incorporated under the *Societies Act*, named “SHELTER BAY OWNER ASSOCIATION”;
- (m) “**Registry**” means Westbank Lands Registry;
- (n) “**Rules and Regulations**”, means rules and regulations made by the Members from time to time in the manner contemplated in Bylaw 6.3;
- (o) “**Societies Act**” means the *Societies Act* (British Columbia) from time to time in force and all amendments and successive legislation to the *Societies Act*;
- (p) “**Special Resolution**” means a vote in favour of a resolution by at least 3/4 of the votes cast by Voting Members who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (q) “**Sublandlord**” means Shelter Bay Partnership, a British Columbia partnership;

- (r) “**Subleases**” means the subleases of the residences within the Community which have been registered in the Registry and under which the Member is an Owner and “Sublease” means any one of the Subleases;
- (s) “**Units**” means the residential units to be constructed within the Community;
- (t) “**Voting Member**” has the meaning ascribed to such term in Bylaw 2.4.

1.2 Definitions in Societies Act and Sublease. The definitions in the *Societies Act*, and in the Sublease, on the date that these Bylaws become effective, apply to these Bylaws.

1.3 These Bylaws. The phrase “these Bylaws” means these Bylaws as altered from time to time.

1.4 Number and Gender. In these Bylaws, the singular includes the plural and the plural the singular, and the masculine includes the female and a corporation, as the context permits or requires.

2. MEMBERSHIP

2.1 Members. The Members of the Owner Association are the applicants for incorporation of the Owner Association, the Sublandlord and those persons who subsequently become Members pursuant to these Bylaws and have not ceased to be Members.

2.2 Membership by Appointment. The Sublandlord will appoint a representative or representatives to be a Voting Member.

2.3 Membership. A person will be a Member, either Voting or Non-Voting pursuant to Bylaw 2.4, upon:

- (a) registration in the Westbank Lands Registry of a Sublease or an assignment of a Sublease in which that person is an Owner; or
- (b) appointment as a Member pursuant to Bylaw 2.2.

2.4 Voting and Non-Voting Members. The Voting Members and the Non-Voting Members of the Owner Association will be as follows:

- (a) Subject to the Bylaw 2.5, the Sublandlord will be a Voting Member;
- (b) if there is one Owner under a Sublease, then that Owner will be a Voting Member;
- (c) if there is more than one Owner under a Sublease, then the person nominated to be the Voting Member by the Owners pursuant to the purchase contract for the Sublease or by other subsequent written notice to the Owner Association will be a Voting Member and the remaining Owners under that Sublease will be Non-Voting Members.

However, be it always provided that until a period that is no later than 6 months

following the date that 100% of the Units in the Community have been subleased by the Sublandlord, all Members, other than the applicants for incorporation of the Owner Association and those Members appointed pursuant to Bylaw 2.2, may be deemed to be a class of Non-Voting Members in the Sublandlord's sole discretion.

2.5 Membership of Appointed Member Ceases. A person appointed to be a Member pursuant to Bylaw 2.2 and the Sublandlord will, automatically and without further action on his behalf or by the Owner Association, cease to be a Member at the earlier of:

- (a) the date (if ever) that the Sublandlord assigns the Lease to the Owner Association;
- (b) a date that is 6 months following the date that 100% of the Units in the Community having been subleased by the Sublandlord.

2.6 Membership of Owner Ceases. A person will, automatically and without further action on his behalf or by the Owner Association, cease to be a Member when:

- (a) the Member assigns his interest in the Sublease, either voluntarily, by court order or by operation of law, other than assignment by way of Mortgage;
- (b) the assets of the Owner Association are distributed and the Owner Association is wound up pursuant to Bylaw 8;
- (c) subject to Bylaw 2.7, on the death of the Member;
- (d) if the Member is a corporation, on the corporate Member being dissolved or wound up; or
- (e) on bankruptcy of that person or corporation.

2.7 Replacement of Deceased or Incapable Member. If there is more than one Owner under a Sublease and the Voting Member nominated by the Owners of that Sublease dies or becomes incapable of managing his affairs, then the remaining Owners under that Sublease will by written notice to the Owner Association nominate a Voting Member in place of the deceased or incapable Voting Member.

2.8 Membership Ceases to be in Good Standing. A Member will cease to be in good standing if the Member is in default or breach of any of his obligations under any Sublease in which the Member is an Owner or these Bylaws. The Member will continue to be a Member not in good standing until each such default or breach is cured. A Member not in good standing will not have the right to vote at any meeting of the Owner Association.

2.9 Transfer of Membership. A Member may transfer his interest in the Owner Association to a Mortgagee.

2.10 Obligations of Members. Every Member will observe and uphold the Constitution of the Owner Association, their Sublease, these Bylaws and any Rules or Regulations made by the Owner Association.

2.11 Continued Liability. Notwithstanding any other provision of these Bylaws, a Member or a

former Member will remain liable to the Owner Association for any money payable to the Owner Association by that Member or former Member prior to the time that such Member ceased to be a Member.

3. OWNER ASSOCIATION

3.1 **Powers and Duties.** The powers and duties of the Owner Association are as set out in the following documents, and subject to any restriction imposed or direction given at a general meeting of the Owner Association, the Directors may exercise and perform these powers and duties:

- (a) these Bylaws;
- (b) the *Societies Act*;
- (c) the Lease and any Sublease; and
- (d) the Rules and Regulations in force and effect from time to time.

3.2 **Powers by Resolution.** In particular, if the Sublandlord assigns the Lease to the Owner Association then the Owner Association shall, by resolution, approve all such actions by the Owner Association or other persons:

- (a) as required in order for the Owner Association to fulfill its obligations under the Lease, any Sublease and any assignment agreement between the Sublandlord and the Owner Association; and
- (b) otherwise as may be considered appropriate or beneficial to the Members;

provided, in either case, that such actions are not in breach of the Owner Association's obligations under the Lease or any Sublease.

4. MEETINGS OF MEMBERS

4.1 **Meetings.** Meetings of the Members of the Owner Association will be held at the time and place, and in accordance with, the provisions of the *Societies Act*, the Sublease or these Bylaws. Attendance at any meeting of the Members may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.

4.2 **Proxies.** A person may vote in person or by proxy. A document appointing a proxy:

- (a) must be in writing and be signed by the person appointing the proxy;
- (b) may be either general or for a specific meeting or a specific resolution; and
- (c) may be revoked at any time.

Proxy holders who attend electronically must submit the signed proxy to the Owner Association for certification by fax or PDF, as required by the Directors, at least 48

hours prior to the time appointed for the meeting.

4.3 Voting. At any meeting of the Members of the Owner Association, voting cards must be issued to Voting Members not attending electronically. A vote is decided in respect of:

- (a) Those attending in person by:
 - (i) show of voting card;
 - (ii) ballot; or
 - (iii) roll call, or some other method as directed by the chair.
- (b) Those attending electronically by:
 - (i) Verbal communication; or
 - (ii) email or text if permitted by the chair.

If a precise count is requested, the chair must decide how the vote will be counted taking into account the presence, if any, of persons attending electronically. outcome of each vote, including the number of votes for and against the resolution if a precise count is requested must be announced by the chair and recorded in the minutes of the meeting.

Despite anything in this section, an election of the Directors or any other vote must be held by secret ballot, if the secret ballot is requested by any Voting Member, except that those attending electronically may be required to verbally communicate their vote or email or text their vote to a person identified by the chair if the chair permits a vote by email or text.

4.4 Power of Mortgagee to Vote. Notwithstanding anything in these Bylaws, if:

- (a) the Mortgagee of a Sublease has the power to exercise the rights of the Members under the Mortgage; and
- (b) the Mortgagee has given written notice to the Owner Association of its intention to exercise the Members' rights as a Member of the Owner Association;

then a proxy is not necessary to give the Mortgagee the power to vote and the Voting Member may not vote.

4.5 Corporate Members. The authorized representative of a corporate Voting Member is entitled to exercise the rights of a Voting Member including, without limitation, to speak and to vote for the corporate Voting Member, and that representative will be a Voting Member for all purposes with respect to a meeting of the Owner Association.

5. DIRECTORS

5.1 Powers of Directors. The Directors may exercise all the powers and do all the acts and

things that the Owner Association may exercise and do, provided that nothing in these Bylaws, any statute or other lawful direction does not require such power, act or thing to be exercised or done by the Owner Association in a general meeting, and subject to:

- (a) all laws affecting the Owner Association;
- (b) these Bylaws;
- (c) the Lease and any Sublease; and
- (d) rules, not being inconsistent with these Bylaws, which are made from time to time by the Owner Association in general meetings.

- 5.2 Acts of Directors Not Invalidated.** No act of the Directors will be invalidated by a rule or a motion subsequently made or passed by the Owner Association in a general meeting if that act would have been valid before the rule or motion was made or passed.
- 5.3 Directors from Membership.** Subject to Bylaws 2.4 and 5.5, the Voting Members will elect the Directors.
- 5.4 First Directors.** Subject to Bylaw 5.5, the first Directors will hold office only until the conclusion of the next annual general meeting of the Owner Association, but are eligible for re-election at that meeting.
- 5.5 Sublandlord's Nominees as Directors.** Notwithstanding anything to the contrary herein, until an event occurs as set out in Bylaw 2.5, or at such earlier date as directed by the Sublandlord the Directors of the Owner Association will be, and the Owner Association will be controlled entirely by, the nominees of the Sublandlord.
- 5.6 Retirement and Successors of Directors.** Subject to Bylaw 5.5, the Directors will retire from office at each annual general meeting, at which time the Voting Members will elect the successors to the retiring Directors provided that the retiring Directors are eligible for re-election at that meeting. If the Voting Members do not elect a successor, then the person previously elected will be deemed to have been re-elected.
- 5.7 Director Ceasing to Hold Office.** If a Director resigns his office or otherwise ceases to hold office, then the remaining Directors will appoint a Voting Member to take the place of that former Director. A Director appointed under this Bylaw 5.7 will hold office only until the conclusion of the next annual general meeting of the Owner Association, but is eligible for re-election at that meeting.
- 5.8 Removal of Directors.** Subject to Bylaw 5.5, the Voting Members may, by Special Resolution, remove a Director before the expiration of his term of office, and may elect a successor to complete the term of that Director's office.
- 5.9 No Remuneration.** The Owner Association will not remunerate any Director for being or acting as a Director, provided that the Owner Association will reimburse a Director for all expenses that the Director necessarily and reasonably incurs while engaged in the affairs of the Owner Association.

5.10 **Number of Directors.** There must be at least 1 director and no more than 7, unless otherwise approved by Special Resolution.

6. DUTIES OF DIRECTORS

6.1 **General Duties.** The Directors will control, manage or supervise and administer the assets and affairs of the Owner Association for the benefit of all of the Members.

6.2 **Duties if Owner Association is Sublandlord.** If the Sublandlord assigns the Lease to the Owner Association, then the Directors will cause the Owner Association to exercise its rights, remedies and discretion and perform its obligations under the Lease, all Subleases and any assignment agreement between the Sublandlord and the Owner Association.

6.3 **Rules and Regulations.** The board may recommend to the Members the enactment, repeal and amendment of Rules and Regulations from time to time for approval of the Members, by Special Resolution. The Rules and Regulations shall provide for the control, management, administration, use and enjoyment of the Common Area and the other assets of the Society. The Rules and Regulations shall not operate to prohibit or restrict an assignment, transfer or mortgage of a Sublease, provided that the Bylaws may incorporate restrictions and regulations regarding a sublease of any Sublease nor shall the Rules and Regulations attempt to restrict or amend the uses permitted by under each Sublease, including the right to rent.

6.4 **Documents Available to Members.** The Directors will keep the following documents of the Owner Association at the address of the Owner Association and will make them available to a Member, or a person authorized in writing by a Member, upon request:

- (a) a copy of these Bylaws and any changes to these Bylaws;
- (b) a copy of the Rules and Regulations in effect from time to time;
- (c) a copy of any resolutions passed by the Owner Association and the Directors;
- (d) copies of all legal agreements to which the Owner Association is a party;
- (e) a list of the Members, Directors and officers of the Owner Association;
- (f) minutes of all general meetings;
- (g) minutes of all Directors' meetings;
- (h) accounting records of the Owner Association;
- (i) annual budget for each year; and
- (j) such other documents as the Directors will make available.

6.5 **Documents to be Kept by Directors.** The Directors will:

- (a) keep minutes of their proceedings;
- (b) cause minutes to be kept of general meetings; and
- (c) cause proper accounting records and financial statements to be kept.

6.6 Defect in Appointment or Continuance. If it is later discovered that there was a defect in the appointment or continuance in office of any Director, then all acts that the Directors did in good faith are as valid as if there were no such defect in the appointment or continuance in office of the Directors.

6.7 No Personal Liability for Good Faith Acts. No Director will be personally liable for any act done in good faith in carrying out his duties as a Director.

7. PROCEEDINGS OF DIRECTORS

7.1 Meeting. The Board may meet together at the places they think fit for the conduct of business, adjourn, and otherwise regulate their meetings as they think fit in a manner that is contemplated in the *Societies Act*.

8. WINDING UP AND DISTRIBUTION OF ASSETS

8.1 Winding Up. Within a reasonable time after the end of the term, or earlier termination, of the Lease, the Directors will cause the Owner Association to wind up.

8.2 Distribution of Assets. After the Owner Association has paid all of its debts and liabilities, or has made provision for such payment, then the Directors will or will cause:

- (a) the remaining assets of the Owner Association, if any, to be liquidated; and
- (b) subject to Bylaw 8.4, the assets of the Owner Association to be distributed among and paid to the Members shown on the Register of Members on the day that the term of the Lease ended in accordance with Bylaw 8.3.

8.3 Calculation of Members' Share. The Directors will reasonably determine the share of the Owner Association's assets to which each Member is entitled pursuant to Bylaw 8.2.

8.4 Deduction of Indebtedness from Members' Share. If a Member is indebted to the Owner Association at the time that the Members' share is to be paid to the Member pursuant to Bylaw 8.2, then the amount of that indebtedness will be deducted from that Member's share and will form part of the assets of the Owner Association available for distribution to the Members pursuant to Bylaw 8.3.

9. BORROWING

9.1 Borrowing Powers. The Directors may, on behalf of and in the name of the Owner Association, raise or secure the payment or repayment of money in the manner they decide, including, without limitation, by the granting of a mortgage or a general security agreement or the issue of debentures, in order to carry out the purposes of the Owner

Association.

10. INDEMNIFICATION OF DIRECTORS

10.1 **Indemnity of Directors.** Subject to the *Societies Act*, the Directors shall, on behalf of the Owner Association, indemnify a Director or former Director and his heirs and personal representatives against those costs, charges and expenses for which the *Societies Act* permits indemnification.

10.2 **Indemnity of Offices, Employees and Agents.** Notwithstanding that any of the following people may also be or have been a Director, the Directors may, in their discretion, cause the Owner Association to indemnify any present or former officer, employee or agent of the Owner Association.

11. REMEDIES FOR VIOLATION OF BYLAWS

11.1 **Owner Association Remedies.** In addition to any remedies available to the Owner Association at law, in equity or pursuant to any Sublease, if any Member or any person that such Member is responsible for at law violates these Bylaws or any rules or regulations established pursuant to these Bylaws, then the Owner Association may, at its option:

- (a) remedy, correct or cure such violation itself, and the Member will pay to the Owner Association any cost or expense incurred by the Owner Association in remedying, correcting or curing such violation immediately on demand; and
- (b) recover from the Member by an action for debt in any court of competent jurisdiction any sum of money that the Owner Association is required to expend as a result of any act or omission or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws by the Member or anyone that the Member is responsible for at law.

12. BYLAWS

12.1 **Copy of Constitution and Bylaws.** Each Member is entitled to and the Owner Association will give him, without charge, a copy of the Owner Association's Constitution and these Bylaws.

12.2 **Alteration of Bylaws.** The Owner Association may alter or add to these Bylaws only by special resolution.



BRITISH
COLUMBIA

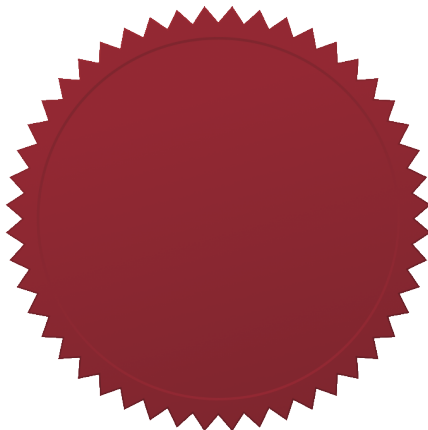
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Societies Act
CERTIFICATE OF INCORPORATION

SHELTER BAY OWNER ASSOCIATION

I Hereby Certify that ~

SHELTER BAY OWNER ASSOCIATION was incorporated under the *Societies Act* on July 7, 2021 at 12:25 PM Pacific Time.



*Issued under my hand at
Victoria, British Columbia*

A handwritten signature in black ink, appearing to read "Carol Prest".

CAROL PREST

REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA
CANADA