

By-Law #1 of the Granite Hills Estates Home Ownership Association Inc.

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It is the recommendation of Mona Jodoin and the Mona Jodoin Law Corporation,
to the Board, Officers and Membership,
that independent legal advice be obtained prior to adoption.

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BY-LAW 1

PREAMBLE

This is a By-Law relating to the transaction of the affairs of the Granite Hills Estates Home Ownership Association Inc., a not-for-profit corporation without share capital, incorporated pursuant to The Corporations Act of Manitoba. Business number 801869801MC000 1 (Hereinafter the "Corporation").

DEFINITIONS AND INTERPRETATIONS

In constituting these By-Laws reference shall be made to The Corporations Act of Manitoba, RSM 1987, c. C225, and words and expressions used in the By-Laws, so far as the context of these By-Laws do not otherwise require, shall have the same meaning as would be the case when used in that Act.

Unless the context otherwise requires:

- a.) Words imparting the singular number include the plural and vice versa;
- b.) Words imparting gender include masculine, feminine and neuter;
- c.) A derivation of any word, term or expression defined herein shall have a meaning corresponding to the defined word, term or expression;
- d.) A reference to a Director or Officer shall mean a Director or Officer whose term of office has not expired or who has not resigned or been removed from office;
- e.) The headings to the provisions of the By-Laws are inserted for convenience of reference and do not define, enlarge or limit the terms and provisions of the By-Laws;
- f.) Definitions:
 - (i) "Act" means The Corporations Act, RSM 1987, c. C225 as amended, restated and/or which is, from time to time, in force and effect;
 - (ii) "Articles" means the original and/or restated articles of incorporation and/or articles of amendment, amalgamation, continuance, reorganization, arrangement and, revival of the Corporation;
 - (iii) "Board" means the Board of Directors of the Corporation, as elected to the Board at a Membership Meeting, and after the adoption of these By-Laws, in accordance with these By-Laws;
 - (iv) "By-Law" means this By-Law and any other By-Law of the Corporation as adopted, amended, restated and which are, from time to time, in force and effect;
 - (v) "Developer" means 4553994 Manitoba Ltd. (also commonly known/operating as the "Granite Hills Golf Course") being the land developer of the GHHO Lots defined hereafter;
 - (vi) "Developer Commitments" shall be those set out in the:
 - a. Development Agreement with the Rural Municipality of Lac du Bonnet dated April 1, 2004, and currently registered as caveat number 2981065/1 in the Manitoba Land Titles Office (hereinafter the "RM Agreement"); and,
 - b. As otherwise set out in the marketing materials of the Developer during the period of the sale of the GHHO Lots;

And without in any way limiting the generality of the foregoing, shall mean and include:

- 1) Domestic Potable water via a pressurized piped water distribution system;
- 2) Shoreline docking, launching and parking; and,
- 3) Beach facilities;

as outlined in the RM Agreement.

- (vii) “Director” means a member of the Board of Directors elected to the Board of Directors by the Membership, in accordance with these By-Laws (Collectively all then current elected Board Directors shall be referred to as the “Board” herein) ;
- (viii) “Executive” or “Officer” means those persons elected to fill those offices for which the Membership elects an Officer, or the Board appoints an interim Officer as contemplated herein, to manage the Corporation, and shall be comprised of no less than a President, Vice-President, Secretary, Treasurer, and Developer Representative;
- (ix) “GHHO” means Granite Hills Estates Home Ownership Association Inc.;
- (x) “GHHO Lot” means: Lots 1 to 15 Block 1, Lots 1 to 16 Block 2, Lots 1 to 16 Block 3, Lots 1 to 33 Block 4, Lots 1 to 13 Block 5, Lots 1 to 45 Block 6, in plan 40740 WLTO in Frac 26-16-12 EPM;
- (xi) “GHHO Website” means www.granitehillshomeowners.com or such other website as is designated as the GHHO Website by the Membership from time to time;
- (xii) “Member” means the owner of a GHHO lot, on title at the applicable Land titles Office, as applicable from time to time, also sometimes referred to herein as a “GHHO Titleholder”;
- (xiii) “MEMBER DESIGNATE” means the representative designated by all of that particular lot’s GHHO Titleholders in the form attached hereto and marked as Schedule “A” to this By-law (hereinafter referred to as the “Member Designation Form”) as the sole representative designated by that particular lot’s GHHO Titleholder(s) to:
- a. vote the particular GHHO lot’s sole vote at the GHHO Membership Meetings of the Members, and/or on the GHHO Website as applicable;
 - b. ensure that the particular GHHO lot is compliant with the terms of these By-laws and any other requirements set out by the GHHO from time to time;
 - c. receive notices on behalf of the titleholders of the GHHO Lot; and,
 - d. manage any keys which may be released to the MEMBER DESIGNATE in relation to Membership Private Boat Docking, Boat Launching, and/or Private Beach Area, and/or other GHHO facility as may be applicable from time to time;
- (xiv) “Member in Good Standing” (singularly referred to herein as “Member” and collectively all Member(s) in good standing shall be referred to herein as the “Members” and/or “Membership”) means a GHHO Titleholder:
- a. has paid in full, as and when due, or upon demand as setout herein, the Membership Dues, and other annual and special financial contributions or other amounts due and owing by a Member to the Corporation in accordance with these By-Laws, and/or any resolution of the Members, or the Board;
 - b. has paid all taxes, fees and levies due to the Developer, Corporation and to the Rural Municipality of Lac du Bonnet up to date pertaining to their own GHHO lot(s); and,
 - c. when applicable: within six (6) months of written notification from the Board, via the GHHO Website, of the completion of all of the Developer Commitments defined herein, to the satisfaction of the then applicable Board, in that Board’s sole and absolute discretion, or an earlier date as determined and posted on the GHHO Website by the Board, in the Board’s sole and absolute discretion, the Member shall bring themselves into compliance with all

- Protective Covenants defined hereafter, and, as a result of all such compliances, is entitled to the particular GHHO lot's Membership Privileges, as may be applicable from time to time;
- (xv) "Membership Privileges" may include, but are not limited to the release of keys to the lot's MEMBER DESIGNATE to allow the Member in Good Standing the usage of, as applicable from time to time:
- i. Boat Docking;
 - ii. Boat Launching;
 - iii. Private Beach Area; and/or
 - iv. Any other GHHO facility/benefit/privilege created pursuant to the Developer Commitments, or otherwise created with the involvement of the Corporation; and,
- (xvi) "Ordinary Resolution" means a resolution passed relating to Ordinary Business matters, by a majority of not less than fifty percent (50%) plus one (1) of the votes cast on that resolution;
- (xvii) "Persons" shall include humans and corporations;
- (xviii) "Protective Covenants" shall mean and include each and all of the following:
- i. all residences and structures including garages, sheds, fences, etc. on the GHHO Lot must meet local building codes and be constructed and pass inspection under the authorization of a building permit. Ready to move (RTM) homes are allowed provided they were constructed in Manitoba and meet the other requirements of this Agreement. Relocation of an existing home will require inspection and approval of the Municipal Inspector prior to moving and must meet the other requirements of this Agreement. Mobile homes (trailers) are not allowed. The R.M. of Lac du Bonnet has building code standards and regulations, which must be adhered to as a *minimum*;
 - ii. all one-storey residences must have an interior floor area of at least 1,000 square feet; all two storey homes must be a minimum of 1,800 square feet on two floors, excluding garages, carports, breeze ways, patios, and the like;
 - iii. no more than one driveway or approach is permitted to each GHHO Lot and no driveway or approach may have more than one access to the roadway. All driveways will require a permit from the R.M. of Lac du Bonnet and a metal culvert and placement as outlined in the Municipal Standards and this cost is the responsibility of the GHHO Titleholder;
 - iv. each driveway where it enters the roadway shall have a permanent marker indicating the lot number of the property. The R.M. of Lac du Bonnet may require additional numbering with reference to the local 911 numbering scheme;
 - v. all buildings are to be constructed with new materials. The only exception to this requirement is that reclaimed brick will be allowed for veneer;
 - vi. all residences must be designed and constructed in such a way as to form an attractive and integral part of their environment. It is strongly desired that exterior finishes be a natural material, preferably from a renewable resource such as stucco, brick, wood and of a color complementary with a natural environment (earth tones). However, due to its popularity vinyl siding will be allowed providing the colors are complementary of the natural environment, based on earth tones;
 - vii. if metal chimneys are considered for use for wood burning units, they shall be enclosed or encased in the same material as the exterior finish, if permissible by code;
 - viii. exterior structures, such as any detached building (garage or shed) must be constructed with the same exterior finish material and the same roofing materials as the primary residence using earth tone colors;

- ix. portable or instant type sprung structures (vinyl, plastic, cloth material stretched over ridged metal pipe or wood) are not allowed on the GHHO Lot. (These types of structures are often referred to as instant garages, or instant storage units);
- x. all GHHO Lots must be hand cleared of trees and vegetation. Clearing of GHHO Lots by mechanical means (caterpillar, loader, and the like) will not be allowed. All undergrowth, small bushes, branches and twigs must be hauled to the local landfill or may be burned only under the permission of a burning permit during the period of time when snow is present on the ground. Hand Clearing of Lots. The intention of the requirement is to prevent owners from using machinery such as bulldozers, trackhoes, backhoes, etc. from pushing down standing trees in the lot. This type of clearing endangers adjacent properties, utilities and is unsightly at best. Trees/brush that have been felled can be moved or loaded using mechanical means such as tractors, bobcats, backhoes etc. but all trees/brush must be cut by hand. Due to the danger of fire spreading through the subdivision and the golf course, burning of brush piles will only be allowed under the permission of a burning permit and only during times when there is snow present on the ground.
- xi. Mature trees that have been cleared for GHHO Lot development can be piled and stored for firewood. The materials shall be neatly piled in such a manner that it is not easily viewed from the roadway or adjoining lots. This material shall be cut and split as required and shall be consumed within three (3) years of the original clearing. The intention of this requirement is to allow the owners to retain and use materials from the lot clearing activity without allowing the wood to become decayed, unusable or a rodent attractant while sitting in a pile on the lot. Proper splitting, piling and storage is essential.
- xii. The elevation of the GHHO Lot shall not be changed so as to materially affect the surrounding lots with regards to drainage and aesthetics. Perching and drainage slope angles around the residence must conform to the Municipal Standards.
- xiii. All landscaping will be completed within one year of completion of the exterior of the residence. GHHO Titleholders will be responsible for the regular cutting and keeping neat the drainage ditch on their frontage. This includes grass cutting and weed removal.
- xiv. The dwelling and property are to be kept in a neat and tidy condition at all times.
- xv. All residences must have holding tanks for sanitary sewage. Septic fields are not allowed.
- xvi. No signs, billboards or other advertising matter of any kind (except the ordinary signs offering for sale or rent the lands and the buildings thereon) shall be placed on any part of the said lands or upon any buildings or on any fence, tree or other structure on said lands.
- xvii. The GHHO Titleholders will be required to coordinate the connection of their water supply line to the water main with the Developer at the cost of the GHHO Titleholder.
- xviii. No trailers, mobile homes, tents or other portable or temporary housing accommodation may be placed on a GHHO Lot for the purpose of storage or as a temporary or permanent residence, except for a two-year period during the time that a permanent residence is being constructed, starting from the date of the commencement of construction. NO secondary/detached buildings will be allowed for accommodation including guest, summer homes and the like.

- xix. Following the commencement of construction of a residence, the exterior and the exterior finish must be completed within two years. This includes outbuildings such as, but not limited to, garages, sheds, and the like.
- xx. No portion of a residence (home) may be constructed within fifty (50) feet of the golf course and no buildings shall be closer than twenty (20) feet to the golf course property line.
- xxi. The R.M. of Lac du Bonnet has requirements for clearances from property lines, building sizes, etc. and must be conformed to.
- xxii. Trees may be cleared to the golf course property, however the majority of larger trees exceeding twenty (20) feet in height and birch/evergreen trees must be left in place to provide a natural screen between the residence and the golf course. Evergreens may have the lower branches trimmed up to allow a view.
- xxiii. No unlicensed motor vehicles, including but not limited to cars, trucks, vans, buses, motorcycles, snowmobiles, etc., shall be stored outside. All vehicles of these types shall be stored in doors. Abandoned and or derelict vehicles are not allowed.
- xxiv. Storage of motor homes, 5th wheel trailers, travel trailers, boats are allowed on the GHHO Lot. However, these items should be stored in an inconspicuous location and shall be subject to xviii above.
- xxv. No horses, cattle, sheep or other stock animals other than household pets normally permitted in private homes shall be kept upon the said lands and no breeding of pets for sale shall be carried out upon the said lands. Household pets shall be confined within the GHHO Lot or shall be on a leash. Free roaming of pets will not be allowed.
- xxvi. All garbage, rubbish, refuse and waste materials shall be properly stored in a sanitary manner in order and so as not to be accessible to pets, rodents or wildlife and in an enclosure large enough so that no garbage, rubbish, refuse and waste materials are visible. Removal of said garbage, rubbish, refuse and waste shall occur on a frequency to prevent odors, smell or the attraction of insects.
- xxvii. No incinerator, garbage burning barrel or other devices will be allowed on the GHHO Lot, with the exception of properly contracted and maintained composting units, or an EPA certified wood burning appliance/heating device contained within the residence. Exterior wood burning devices intended for uses such as barbeques, wiener roasts and contained bonfires are allowed provided that they are operated under a permit if required. Regular domestic propane/charcoal barbeques are allowed.
- xxviii. Any business conducted within the GHHO Lot must be wholly contained within the buildings on the site. No parking or storing of vehicles, materials, parts, etc. external to the buildings will be allowed and must conform to xvi above.
- xxix. Legal Survey – Monuments. It is highly recommended that the Member have a legal survey completed prior to erecting any structures near property lines to ensure they maintain proper clearances and offsets. All survey work must be performed by a Manitoba land surveyor that is properly and duly registered in the Province of Manitoba to perform such work. Any conflicts arising out of impingements on property lines or offsets are the responsibility of the Member;
(Collectively referred to herein as “Protective Covenants”)

Notwithstanding anything otherwise stated herein, the above definition of protective covenants, does not, and shall not be interpreted to, change any covenant agreed upon in any prior legal document between the Developer and any particular lot owner.

- (xix) "Special Resolution" means a resolution passed relating to Special Business matters, by no less than seventy percent (70%) of the votes cast on that resolution, and without limiting the generality of the foregoing, the creation/amendment of the By-Laws by the Directors, or any Membership change thereto, or to the Protective Covenants, shall require no less than seventy percent (70%) of the votes cast on that resolution. Without limiting the generality of the foregoing, Special Business shall mean and include the granting of authority to a Director(s) to:
 - (i) execute any kind of monetary contract which the Corporation may lawfully enter into;
 - (ii) borrow money upon the credit of the Corporation in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise;
 - (iii) issue debentures or other securities of the Corporation;
 - (iv) pledge, or sell such debentures or other securities for such sums and at such prices as may be deemed expedient;
 - (v) mortgage, hypothecate, charge or pledge, or give security in any manner whatever upon all or any of the property, real and personal, immovable and moveable;
 - (vi) delegate all or any of the foregoing powers to such extent and in such manner as the Board of Directors may determine expedient; and,
- (xx) "Regulations" means the regulations made under the Act, as amended, restated and which are, from time to time, in force and effect;
- (xxi) "Resolution" means the determination or decision, of a matter put before the:
 - a. Directors, in the case of a Board of Directors meeting; and,
 - b. Members, in the case of a Membership Meeting;
- (xxii) "Signing Officer" means any person authorized to sign on behalf of the Corporation as set out in accordance with the By-Laws.

1. Name

The Legal name of the Corporation shall be: Granite Hills Estates Home Ownership Association Inc.

2. Organizational Structure

Members entitled to vote at the annual meeting of the Corporation, and GHHO elected representatives on the Board of Directors, and as set out herein their elected Officers, have jurisdiction over all of the activities of the Corporation in Canada and abroad. This jurisdiction is subject to the duly constituted By-Laws, as they change from time to time, the laws and regulations of the Act, and all other pertinent federal, provincial and municipal laws, and legal documents that bind them.

In the event that any provision herein is determined by a Court of competent Jurisdiction to be invalid and/or unenforceable and/or void, then the same shall be severed from these By-Laws without affecting the validity of the remainder, and the Act shall be relied on where such severance leaves a lack of direction addressed by the Act.

3. Head Office

The Corporations' head office shall be maintained in the Province of Manitoba, at a location to be determined by the Board of Directors and as set out on the GHHO Website, as amended from time to time.

4. Seal

The Corporation shall have a seal approved by the Board, if the Board deems appropriate, and:

- a.) The seal of the Corporation shall be under the control of the Board and the responsibility for its custody from time to time shall be with the President; and,
- b.) Except where specific provisions for affixing the seal on a particular document are contained in the resolution of the Membership or the Board, the Officer authorized to sign the document on behalf of the Corporation may also affix the seal of the Corporation thereon.

5. Objects of the Corporation

The GHHO shall be carried on without the purpose of financial gain for its Members. Any profits shall be used in promoting its Objects as set out as follows:

The Objects of the Corporation are:

- a.) To provide facilities, recreation, social and other like services to Members;
- b.) To promote better acquaintance, understanding and co-operation among Members;
- c.) To provide a forum for the discussion and distribution of information on matters of interest to Members;
- d.) To solicit, receive, and hold contributions for the Objects of the Corporation;
- e.) To invest or reinvest any principle and/or interest accrued in such manner as may from time to time be determined commercially appropriate by the Directors;
- f.) To expend, disperse, and distribute such money in the furtherance of the Objects of GHHO;
- g.) To encourage and promote:
 - (i) Developer Commitment compliance;
 - (ii) Protective Covenant compliance;
 - (iii) Building code compliance; and,
 - (iv) Quiet enjoyment by GHHO Titleholders;
- h.) Any and all other Objects as deemed appropriate from time to time by the Membership and/or the Board of Directors; and,
- i.) To do all such other things as are incidental or conducive to the attainment of the above.

6. Membership

- a.) Membership in the Corporation shall be open to any person' who satisfies all other criteria to be a Member in Good Standing as set out herein, and:
 - (i) Is 18 (eighteen) years of age or older;
 - (ii) Supports and abides by the aims and purposes of GHHO's objectives; and,

- (iii) Is a Titleholder to a GHHO Lot, provided that each GHHO Lot shall only be entitled to one membership vote per lot;
- b.) Every member shall uphold the constitution of the Corporation and comply with these By-Laws;
- c.) A GHHO Titleholder's Membership Privileges may be suspended by a resolution passed by no less than seventy percent (70%) of the Directors present at a Directors' meeting voting on the matter, provided that the GHHO Titleholder who is the subject of the proposed resolution for suspension of the Membership Privileges be given twenty-five (25) clear days notice of the Directors' meeting on the matter, which notice shall state the Reason for Suspension, and the Member shall be afforded the twenty-five (25) clear days notice to remedy the cause of the reason for suspension, before the resolution for the suspension of the Membership Privileges is put to vote. Without limiting the generality of the foregoing, failure to be a Member in Good Standing as defined herein, is just cause for the Directors to terminate Membership Privileges. A suspension of Membership Privileges may be lifted by a resolution passed by no less than seventy percent (70%) of the Directors present at a Directors' meeting voting on the matter;
- d.) A GHHO Titleholder that has Membership Privileges suspended by the Board of Directors may appeal the decision at the next Annual Membership Meeting of the Corporation. The decision of the Members at any such Annual Membership Meeting, in the form of a special resolution, shall be final with respect to the suspension of the Membership Privileges and shall set out the steps to be taken by the Member to re-instate the Membership Privileges, the inspection of the satisfaction of which shall be effected by the President of the Board, or the Vice-President in his/her absence, and upon such satisfaction confirmation in writing to the Member, the Membership Privileges shall be effectively re-instated;
- e.) Should a Member breach any of the Protective Covenants, or other rules, regulations, or the By-laws of this corporation, the Board may serve written notice to the Member requiring compliance within fourteen (14) days. After service of such notice, the Board may:
 - a. enter the GHHO Lot applicable, and perform, or effect compliance, of the obligation pursuant to the Protective Covenants and may recover the cost of such action from the Member; and/or,
 - b. terminate the rights and benefits of any breaching Member;
- f.) Upon the date of possession of a sale of a GHHO Lot, the seller shall forfeit all rights derived from and/or benefits of Membership, and shall forfeit all past, present and future claims against the Corporation and its Board (past and present) which the Member has or may have had as a result being a titleholder of a GHHO Lot;

6.1 Membership Representatives:

Every GHHO Titleholder shall be entitled to:

- a. Attend any Membership Meeting;
- b. Be designated a MEMBER DESIGNATE;
- c. Be elected to the Board of Directors;
- d. Be elected as an Officer of the Corporation, forming part of the Executive; and,
- e. Be a member of and participate in Committees of the GHHO; and,

In accordance with the Restrictive Covenants Agreement, only an individual human person that is a:

- a. GHHO Titleholder; or,
- b. Representative of the Developer;

may be elected as a member of the Executive.

6.2 Restrictions on Membership Voting

Notwithstanding anything otherwise set out herein:

- a) Only Members in Good Standing are entitled to appoint a MEMBER DESIGNATE;
- b) each GHHO Lot shall be entitled to only one vote on Membership matters, which shall be cast on their behalf by their MEMBER DESIGNATE; and,
- c) in the event that a duly executed (in the sole discretion of the President, or Vice-President in absence of the President) Member Designation Form has not been completed and provided to the President in writing before or at any Membership Meeting, any Member in Good Standing lacking such documentation shall be allowed to attend the Membership Meeting but shall not be entitled to a vote at the said Membership Meeting.

6.3 Dues

- a.) Annual Membership Dues shall be calculated and recommended by the Board annually prior to the next upcoming Annual Membership Meeting;
- b.) Other special dues recommended by the Board to be payable by the Members from time to time shall also be calculated and recommended by the Board prior to the next upcoming Membership Meeting (hereinafter referred to as "Special Dues");
- c.) All Membership Dues and Special Dues amounts, and explanations thereof, shall be posted on the GHHO Website at least thirty (30) days prior to the next upcoming Membership Meeting;
- d.) All Membership Dues and Special Dues amounts recommended by the Board are to be considered by the Members at the Membership Meeting and can be varied and then approved, or approved as recommended, by Ordinary Resolution of the Members at the Membership Meeting;
- e.) Upon approval by Membership, Membership Dues and Special Dues amounts so approved, are due and payable thirty (30) clear days from the date of the Membership meeting at which the amount was approved, unless otherwise extended by the Board or Membership in writing.

6.4 Meetings of the Membership

The Association shall hold a Membership Meeting:

- (a) at least one (1) time per year;
- (b) within five (5) months following the end of the fiscal year of the Corporation, which fiscal year end is currently July 18; and,
- (c) at a time and place to be designated by the Members at the previous annual meeting, failing which, at the time and place designated by the Board of Directors thereafter;

6.4.1 Annual Membership Meeting

- a.) At each Annual Membership Meeting, the following terms of business shall be deemed to be ordinary business, and shall be considered, discussed and put to vote as appropriate/necessary in the opinion of the Chair:

CONSIDERATION OF, and amendment when and if applicable, AND APPROVAL OF THE:

- a. minutes of the preceding general meeting;
- b. Directors recommendations/actions regarding:
 - i. By-Laws;
 - ii. Membership Dues;
 - iii. Special Dues;

- iv. Appointment of an Auditor;
 - v. Director Liability insurance; and,
 - vi. Any other recommendations or actions of the Directors not addressed in the above list;
- c. annual report of the Directors;
 - d. financial statements, including balance sheet and operating statement and the report of the auditors, if applicable;
 - e. appointment, or waiver of requirement, of auditors;
 - f. Status of, and issues to be addressed, in relation to:
 - a. the Developer Commitments;
 - b. Member Privileges;
 - c. Member non-compliance issues and steps to be taken in relation thereto; and,
 - d. Any other issues raised by the Directors and/or Membership that are relevant to the Objects of the Corporation;

for the ensuing year and beyond;

AND:

- g. consideration of Appeals of Member Privilege suspensions by the Board since the last Annual Membership Meeting (if any);
- h. election of Directors for the ensuing year (note: as set out in this Bylaw: no less than three (3) and not more than ten (10) Directors are permitted); and,
- i. election of Officers for the ensuing year (note: as set out in this Bylaw: an Officer, excluding the Developer Representative, is deemed an elected Director of the membership unless otherwise stated at time of election to Office);

6.4.2 Special Meetings

- a.) A Special Meeting of the Corporation may be called at any time by the Board of Directors whenever deemed necessary and shall be held at such a time and place as they deem, by majority vote, appropriate;
- b.) The Board of Directors shall also call a Special Meeting of the Corporation whenever requested to do so by written requisition signed by five percent (5%) of the Members and such Special Meeting and shall be held at such a time and place as they deem, by majority vote, appropriate;
- c.) All business transacted at a Special Meeting of the Members, is deemed to be Special Business; and,
- d.) No Special Business may be transacted at a meeting of the members unless the notice of meeting stated the Special Business to be transacted.

6.4.3 Notice

- a.) Notice of Special Meetings and of the Annual Membership Meeting shall be given in writing not less than thirty (30) clear calendar days before the meeting, as follows, by posting:
 - (i) A poster giving Notice of the Meeting, along with the Agenda of the Meeting, at Caddy Lane located at the Granite Hills Golf Course of Lac du Bonnet; and,
 - (ii) Notice of the Meeting, along with a copy of the Agenda of the Meeting, on the GHHO Website;

- b.) No error or omission in a Meeting Notice, nor posting of same, shall invalidate such Membership Meeting, nor make void any proceedings taken, decisions made, or business transacted at such meetings. Any MEMBER DESIGNATE may later, but need not, ratify, approve and confirm any or all proceedings taken at a Membership Meeting at which they were unable to attend.

6.4.4 Quorum of Membership Meeting

- a.) A quorum is fifteen (15) Member Designates, unless otherwise stated herein;
- b.) Where a quorum is not present at a Membership Meeting, no business other than the calling of the meeting to order by the chairperson, and the adjournment or termination of the meeting by the attendant Member Designates, shall be conducted;
- c.) If within thirty (30) minutes from the time appointed for a Membership Meeting a quorum is not present, the meeting, if convened:
 - a. on the requisition of the attendant Member Designates, shall be terminated and dissolved; or,
 - b. in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting, a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the attendant Member Designates at that adjourned meeting shall constitute a quorum; and,
- d.) If at any time during a meeting there ceases to be a quorum present, business then in progress shall, if convened:
 - a. on the requisition of a Member(s) or Member Designates, be terminated and dissolved; or,
 - b. in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting, a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Member Designates present at that adjourned meeting shall constitute a quorum;

6.4.5 Voting

- a.) At all annual meetings of the Members, every question shall be decided by a majority (no less than fifty-one percent (51%)) of the votes of the MEMBER DESIGNATES present in person, or by their proxy present in person, as contemplated herein;
- b.) Every question shall be decided in the first instance by a show of hand, unless:
 - a. a count is demanded by any MEMBER DESIGNATE present, and in such instance, the count shall be taken in such manner as the Chair shall direct; or,
 - b. a ballot vote is demanded by any Member present, and in such instance, the ballot vote shall be taken in such manner as the Chair shall direct;
- c.) There shall be no provision for a proxy vote except as follows: a MEMBER DESIGNATE may, prior to the vote, in the form attached hereto, appoint any adult person as their Proxy, and the only acceptable form of proxy shall be as set out in Schedule "B" attached hereto. A vote of such a Proxy is as binding as though the MEMBER DESIGNATE him/herself had voted;
- d.) Electronic Voting on any proposed Resolution of the Corporation may also be available so long as the option is available on the GHHO website and such option is noted on the Meeting Notice if applicable;

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- e.) Petitions may also be posted on the GHHO Website from time to time, and these shall not be considered a Vote on a Resolution in relation to that matter; and,
- f.) In the event of a tie of any Membership Vote, the President, if such position is then filled, shall cast a second deciding vote.

7. Board of Directors

- a.) The Board shall be comprised of no less than three (3) and not more than ten (10) Directors, and an Officer elected at an Annual Membership Meeting, excluding the office of the Developer Representative, is deemed to be an elected Director of the ten (10) Director maximum, duly elected in accordance with these By-Laws, unless stated otherwise by the Membership at the time of that Officers appointment;
- b.) Each Director shall:
 - (i) be a person interested in furthering the Objects of the Corporation;
 - (ii) be a GHHO Titleholder;
 - (iii) be at least eighteen (18) years of age;
 - (iv) not be an undischarged bankrupt; and,
 - (v) must have power under law to contract;
- c.) Directors shall be elected for a term of one year by vote at the Annual Membership Meeting;
- d.) The Directors shall serve as such without remuneration. No Director shall directly or indirectly receive any profit from, nor compensation for, his/her position as such, provided that a Director shall be paid reasonable expenses incurred by him/her in the performance of his/her duties;
- e.) Retiring Directors, if otherwise qualified and willing to serve if appointed, shall be eligible for re-election; and,
- f.) The Directors shall manage the activities and affairs of the Corporation, and supervise the Executive in their duties;

7.1 Powers of the Board

- a.) The Board shall be the ultimate policy making body of the Corporation and shall use their best efforts to establish such programs and Committees as are necessary to meet the Objects of the Corporation;
- b.) The Board shall plan for and use their best efforts to acquire sufficient funding to operate the Corporation effectively;
- c.) The Board, through the Executive, shall administer the affairs of the Corporation, in its name, and generally may exercise all necessary powers and do all such other acts and things as the Corporation is by its articles or otherwise as Law authorized to exercise and do;
- d.) The Board of Directors shall take such steps as it may deem requisite to enable the Corporation to acquire, accept, solicit, or receive legacies, gifts, grants, settlements, funding, bequests, endowments and donations or financial assistance of any kind whatsoever for the purpose of furthering the Objects of the Corporation;
- e.) The Board may by authority of a Special Resolution of the Membership, from time to time:
 - a. execute any kind of monetary contract which the Corporation may lawfully enter into;

- b. borrow money upon the credit of the Corporation in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise;
- c. issue debentures or other securities of the Corporation;
- d. pledge, or sell such debentures or other securities for such sums and at such prices as may be deemed expedient;
- e. mortgage, hypothecate, charge or pledge, or give security in any manner whatever upon all or any of the property, real and personal, immovable and moveable;
- f. delegate all or any of the foregoing powers to such extent and in such manner as the Board of Directors may determine expedient; and,
- g. without in any way abrogating or limiting the general responsibilities of the Board, the Board may delegate its powers and duties to any Director or Officer or Committee of the Corporation.

7.1.1 Duties of the Board of Directors

In addition to the duties and powers of the Board prescribed in the Act and elsewhere herein, the Board shall:

- a.) Keep the Objects of the Corporation clearly in focus and satisfy itself that the objectives and activities of the Corporation are in harmony with the Objects;
- b.) Protect the entitlements, assets and property of the Corporation;
- c.) Prior to and for each Annual Membership Meeting, prepare a report covering all the activities of the Corporation and Board since the last general meeting;
- d.) Solicit individuals to fill vacancies on the Board;
- e.) Designate those persons who shall have the responsibility of signing cheques, notes, bills of exchange, and all other Membership approved other financial documents, contracts, engagements, applications, deeds, documents, and other instruments of the Corporation of whatsoever kind or nature;
- f.) Accept responsibility for negotiating and managing adequate financial resources;
- g.) Appoint general or special legal counsel as may be necessary or recommended from time to time;
- h.) Consider, and if necessary, recommend the appointment of an auditor;
- i.) Implement the resolutions of the Members where further action may be required;
- j.) Set general policy affecting the future operations of the Corporation;
- k.) Exercise general supervision over the Officers and all personnel employed by or working for the Corporation;
- l.) Manage all resources of the Corporation;
- m.) Perform such other duties as may generally be within the province of a Board of this nature;
- n.) Establish honorary positions or titles as considered desirable, and make such appointments and prescribe terms and conditions in connection with these appointments; and,
- o.) Make such rules and regulations, as it deems proper provided that such rules and regulations are not inconsistent with the GHHO By-Laws, or the Act.

7.2 Election of Directors

- a.) Director Nominations may be made, from the floor at an Annual Membership Meeting, by any Member, provided it is established that prior to the election of the Director, that the person so nominated, has agreed to serve if elected;

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- b.) the election of Board members shall be by voice majority vote or the raising of hands, unless more nominations have been made than the number of positions to be filled, in which event the election of Board members shall be by written ballot;
- c.) Retiring Directors, if willing and otherwise qualified, shall be eligible for re-election;
- d.) No person shall be eligible to hold office as Director if he or she is a party to any contract for profit with the Corporation that confers upon him any rights other than such as are accorded members generally; and,
- e.) No person who is a regular employee of the Corporation shall be eligible to hold office as Director.

7.2.1 Terms of Directorship

- a.) Directors shall be elected to the Board until the next Annual Membership Meeting, renewable as set out herein by majority vote at the Annual Membership Meeting;
- b.) The election of Directors shall be by voice majority vote or the raising of hands, unless more nominations have been made than the number of positions to be filled, in which event the election shall be by written ballot;
- c.) All Directors attending the Annual Membership Meeting, whether re-elected or not, shall remain Directors until the dissolution of the meeting at which time their term expires;
- d.) A retiring Director shall remain a Director until the termination of the meeting at which his/her retirement is deemed accepted;
- e.) Retiring Directors, if otherwise qualified and willing to serve if appointed, shall be eligible for re-election as set out herein; and,
- f.) No person shall be a Director of the Board for more than five (5) Annual Membership Meeting elections, except by Special Resolution at an Annual Membership Meeting.

7.2.2 Directorship Vacancies

- a.) The position of a Director shall be vacated if a:
 - (i) Director shall die, become mentally incompetent, or resign his/her office by submitting a written resignation to the President or Secretary of the Corporation;
 - (ii) Director is not a Member in Good Standing as determined by a majority vote of the Directors then acting;
 - (iii) Director is absent for three consecutive Board meetings, as that fact alone may be considered by the Board of Directors a resignation of the Director as set out in 7.2.2 (a)(i) provided that meetings missed because of illness or absence from the area may be excused by the Board and not counted as absences for the purposes of this section;
 - (iv) Director ceases to be a GHHO Titleholder, or otherwise ceases to qualify to be a Director as required herein; or,
 - (v) Special resolution is passed at a Membership Meeting that a Director be removed from the office for just cause;

The removal of a person as an Officer shall concurrently effectively also remove them from their position as a Director, if applicable, and vice-versa;

7.2.3 Interim Vacancies: Board Members/Officers

So long as at least one Director remains, interim vacancies of the Executive offices or Board of Directors, unless filled by Special Resolution of the Membership at the time of the vacancy creation, may be filled by the remaining Director(s) from among the Members in Good Standing willing to act, if such remaining Director(s) so resolve by majority vote, until the next Membership Meeting at which the Directors for the ensuing term are elected.

7.3 Officers

- a.) The Officers of the Corporation shall be comprised of no less than a President, Secretary, Treasurer, and Developer Representative;
- b.) Officers must be individuals with power under law to contract;
- c.) Officers shall be appointed for a term of one year by majority vote at the Annual Membership Meeting;
- d.) Officer Nominations may be made from the floor at an Annual Membership Meeting, by any Member, provided it is established that prior to the appointment of the Officer, that the person so nominated, has agreed to serve if appointed;
- e.) The appointment of Officers shall be by voice majority vote or the raising of hands;
- f.) No person shall be eligible to hold an Office if he or she is a party to any contract for profit with the Corporation that confers upon him any rights other than such as are accorded members generally;
- g.) No person who is a regular employee of the Corporation shall be eligible to hold an Office;
- h.) The Officers shall serve as such without remuneration. No Officer shall directly or indirectly receive any profit from, nor compensation for, his/her position as such, provided that an Officer shall be paid reasonable expenses incurred by him/her in the performance of his/her duties;
- i.) An Officer appointed at an Annual Membership Meeting, excluding the offices of Past-President and Developer Representative, are deemed to also be concurrently elected as a Director in accordance with these By-Laws, unless stated otherwise by the Membership at the time of that Officers appointment;
- j.) Each Officer shall:
 - a. be at least eighteen (18) years of age;
 - b. not be an undischarged bankrupt;
 - c. be a person interested in furthering the Objects of the Corporation; and,
 - d. be a GHHO Titleholder;
- k.) In the absence of both the President and Vice-President or their inability to act, the Board of Directors shall within two weeks of the date on which both offices become vacant, appoint successors from among its Board Members or Members in Good Standing, if any such candidate is willing to serve.

7.3.1 of Office

- a.) No Officer shall hold the same office for more than two (2) consecutive terms; and,
- b.) No Officer shall hold more than one office at a time.

7.4 Duties of Officers

The Officers of the Corporation shall discharge the duties, which ordinarily and properly belong to the offices which they respectively hold and as otherwise described herein and as approved from time to time at the meetings of the Membership or the Board.

7.4.1 Office of the President

- a.) The President shall:
 - (i) Be the Chief Executive Officer of the Corporation;
 - (ii) Represent the Corporation and promote the exchange of information and to facilitate co-operative action with other organizations with like aims; and,
 - (iii) sign all By-Laws and issue and sign all membership certificates for Members;
- b.) Act as Chair at all meetings of the Board and of the Membership;
- c.) During the absence or inability of the President, his or her duties and powers may be exercised by the Vice-President or such other Director as the Board may from time to time appoint for the purpose, and when he or she exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto;
- d.) If at any meeting neither the President nor the Vice-President is present at the holding of the same, the members present shall choose a Member in Good Standing present and willing, to act as Chair; and,
- e.) In the event of a tie of any vote at a Board of Directors Meeting, second votes are not permitted by any Director, Officer or Chair. If the requisite percentage of support is not reached at a Board of Directors Meeting, the resolution fails.

7.4.2 Office of Developer Representative

- a.) The Developer Representative shall:
 - (i) Shall be assigned by the Developer; and
 - (ii) Shall be an elected Executive of the GHHOA;
 - (iii) Not have a vote on Board of Director resolutions but shall be entitled to notice of such Board of Director meetings, and shall be invited to participate in such meetings;
 - (iv) Not be a member of the Board of Directors; and,
 - (v) Shall not be liable for the consequences of any actions or inactions of the Board of Directors.

7.4.3 Office of the Vice-President and Past President

- a.) The Vice-President and Past President shall:
 - (i) when called upon, act for, and in the stead of, the President in his or her absence;
 - (ii) when so acting, shall have all of the power and authority of the President; and,
 - (iii) perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be; and,
- b) The Vice-President shall:
 - (i) automatically become the President for the unexpired term, should a vacancy in the office of a President occur;

7.4.4 Office of the Secretary

- a.) The Secretary shall:
 - (i) Attend to the issuance of notices of all meetings of the members and of the Board of Directors as dictated by the By-Laws herein;
 - (ii) attend all meetings and act as clerk and record all votes, minutes and motions of all proceedings in the books to be kept for that purpose;
 - (iii) keep minutes of all meetings, including, but not limited to, meetings of Directors and Members;
 - (iv) distribute copies of minutes of any prior meeting, at least 5 (five) clear days in advance of the next meeting;
 - (v) manage and oversee all correspondence of the Corporation;

- (vi) unless otherwise directed by the Board;
 - a. have custody of all records and documents of the Corporation, except those required to be kept by the Treasurer;
 - b. maintain the register of Members;
 - c. upon resolution, if made, of the Board of Directors, carry on the affairs of the Corporation generally under the supervision of the Directors; and,
 - d. perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be.

7.4.5 Office of the Treasurer

- a.) The Treasurer shall:
 - (i) be the custodian of the funds of the Corporation;
 - (ii) keep full and accurate accounts;
 - (iii) shall present financial statements at the regular meetings of the Board of Directors;
 - (iv) make presentations to the Board and at the Annual Membership Meeting as funding available to further the Objects of the Corporation and to make applications for all such funding at the direction of the Board and or Members;
 - (v) make recommendations to the Board of Directors on all financial matters affecting the Corporation;
 - (vi) be responsible for the collection of all dues and receive all monies;
 - (vii) make payments in accordance with the approved budget;
 - (viii) prepare and present a statement of receipts and disbursements for each meeting of the Membership; and,
 - (ix) submit the financial records at the close of the financial year to the Secretary for tendering at the upcoming Annual Membership Meeting.

7.5 Meetings of the Board of Directors

- a.) The Board of Directors shall hold a minimum of two meetings each year, of which the Annual Membership Meeting is one;
- b.) The Board shall meet at the call of the President or upon the written request of a majority of the Board;
- c.) A Board meeting may be held without notice if an emergency or special situation emerges and immediate Board action is required; and,
- d.) A Director may participate in a meeting of the Board or of a Committee of the Board by means of telephone or other communication medium that permits the persons participating in the meeting to hear each other, and a Director participating in a meeting by those means is deemed to be present at that meeting; and,
- e.) Members of the Board can waive due notice of a meeting at any time.

7.5.1 Quorum at Board Meetings

- a.) A majority of the Directors shall constitute a quorum for the transaction of business; and,
- b.) Directors who declare a conflict of interest are still counted as part of the quorum.

7.5.2 Decision-Making at Board Meetings

- a.) Decisions of the Board shall be arrived at by a majority of votes cast at the meeting; and,

- b.) Votes will be taken by a show of hands unless a ballot is requested by any Director.

7.6 Conflict of Interest

No Director shall vote nor take part in any discussions on any matter in which they have a conflict of interest, and has a duty to disclose any such conflicts prior to the discussion on the matter.

7.7 Indemnities and Insurance of Directors

a.) The Membership:

- a. And each Member, each jointly and severally indemnify and save harmless the Directors, their heirs, executors and administrators, and estates from and against:
- (i) all costs, charges, and expenses whatsoever that he/she sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, or a Corporation for which they are a shareholder, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted or omitted by him or her in good faith, in the execution of the duties of his or her office, except, costs, charges and expenses as are occasioned by his or her own willful neglect, default or dishonesty; and,
 - (ii) all other costs that he/she sustains or incurs in or about or arising from or in relation to the affairs of the Corporation;

except, costs, charges or expenses thereof as are occasioned by his/her own willful neglect or dishonesty;

- b. shall contribute to, and pay in full, any Director liability insurance reasonably requested by the Directorship from time to time; and
- c. confirms that notwithstanding that this bylaw authorizes the Corporation to take certain actions, and that authority has, has been or may be granted to the Directors and Officers of GHHO to act on behalf of the Corporation:
- 1) the Corporation shall not be obligated to take any of the actions set out herein; and
 - 2) neither the Corporation, its Director(s) nor Officer(s) nor Committee Members shall be held liable for a failure to so act, or to take action that was taken in good faith, under the belief that it was duly authorized by the membership;

And no member(s) can nor shall take legal action against the Corporation or such an Officer or Director or Committee Member for such failures to act, or such actions done in good faith.

8. Committees

- a.) The Directors may delegate some but not all of their power to a committee consisting of one or more Directors;
- b.) Only a Director Committee member shall act as the Chairperson of Committee meetings, and where there are more than two such Directors in such a Committee, then the Chair shall be elected by the Committee at the meeting, but if no such Director Chairperson is present within thirty (30) minutes after the time appointed for holding the meeting, the Committee members present shall choose one of their members to be Chairperson of the meeting;
- c.) A Committee so formed in the exercise of the powers so delegated shall:

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- (i) Conform to any rules imposed on it by the Directors;
 - (ii) Report every act of thing done in exercise of those powers to the earliest meeting of the Directors held after the act or thing has been done; and,
- d.) The members of a Committee may meet and adjourn as they see fit.

8.1 Executive Committee

- a.) The Executive Committee of the Board shall:
- (i) be composed of the President, the Vice-President(if one elected), the Secretary, and the Treasurer;
 - (ii) Have all the powers of the Board of Directors to transact business between meetings of the Board of Directors, and shall report all action at the next regular meeting of the Board of Directors; and,
 - (iii) Give preliminary study to all matters involving policy;

9. Special Object Committees

- a.) The Board may, from time to time, appoint Special Object Committees as may be deemed necessary to:
- (i) carry out the Objects of the Corporation; or
 - (ii) advise the Board of Directors; and,
- b.) The Board of Directors shall prescribe the duties of such Committees.

10. Corporate Banking

All monies belonging to the Corporation shall be deposited in a bank account in the name of the Corporation at a branch of a Chartered Bank, Caisse, or Credit Union or Trust Company in Canada by any Officer or by an employee so designated by the Board. Where no such Officer is specifically designated, the Treasurer shall have the requisite authority to bank on behalf of the Corporation.

10.1 Fiscal Year End

The fiscal year shall begin on July 19 and end on July 18.

10.2 Signing Authority

- a.) Subject to any other provisions elsewhere in the By-Laws, documents to be signed by the Corporation may be signed on its behalf by two of the following:
- (i) the President;
 - (ii) the Vice-President;
 - (iii) the Secretary; or,
 - (iv) the Treasurer;
- b.) The Board may, by resolution appoint any person to sign documents:
- (i) generally; and/or,

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- (ii) more specifically on the Corporations behalf; and,
- c.) All such written documents so signed shall be binding upon the Corporation.

10.3 Borrowing Powers

- a.) The Board of Directors may borrow money on behalf of the Corporation;
 - (i) on the credit of the Corporation;
 - (ii) on the security of the Corporation's real or personal property;
- b.) The borrowing power is limited to borrowing money for current operating expenses and acquisitions or other reasons approved by the Membership; and,
- c.) The Board may by resolution authorize any Director, Officer, employee or other person to make arrangements for borrowing on behalf of the Corporation for the amount authorized and on the terms stated in the resolution.

10.4 Audit of Accounts

- a.) At each Annual Membership Meeting of the Corporation, the Members shall consider the appointment of a duly qualified auditor to hold office;
- b.) No Director or Officer shall concurrently be an auditor of the Corporation;
- c.) Member(s) shall have the option of making the request for an auditor at the said meeting as well;
- d.) If appointed, the report of the auditors shall be presented at the next Annual Membership Meeting of the Corporation;
- e.) The Board may appoint a replacement to fill any vacancy in the office of the auditor;
- f.) If an auditor is appointed:
 - (i) it shall be the duty of the auditor or auditors to make a full and careful study of the books and accounts of the Corporation at least once in every year, and to ascertain and certify to the correctness of the balance sheet;
 - (ii) the auditor shall have a right of access at all times to the books, accounts and vouchers of the Corporation, and shall be entitled to require from the Directors and Officers such information and explanations as is necessary for the performance of his or her duties and shall make a report as required by the Membership and at law if applicable; and,
 - (iii) all members of the Corporation shall be entitled to examine, and if printed, to receive a copy of the balance sheet and a copy of the auditors final report, if applicable, at the Annual Membership Meeting.

11. Parliamentary Authority

- 11.1 The parliamentary authority for the Corporation shall be Robert's Rules of Order, Newly Revised.
- 11.2 Special and Standing Rules: The Board shall have full power to make such rules and regulations as it may from time to time consider necessary for the government and well-being of the Corporation and the conduct generally of its members; but such rules and regulations shall not be inconsistent with the Objects, By-Laws and the provisions of the Act of Manitoba, as amended from time to time.

12. Amendment of By-Laws

- a.) Action taken by the Board of Directors to give effect to, add, delete, or amend these By-Laws will take effect immediately;
- b.) Such action shall be subject to the right of the members of the Corporation to ratify and approve such action, or to decline to do so, at the Membership Meeting next following that of the Board of Directors; and,
- c.) If the members decline to ratify action previously taken by the Board of Directors to amend these By-Laws, the said By-law amendment of the Board of Directors shall cease to have effect. Any activity of the Board consistent with the by-laws generally, or as amended by the Board, so long as consistent with Objects, that took place prior to the declining of the ratification or ratifications of the revised By-law as the case may be, shall be as though it was with approval of the Membership.

13. Dissolution

Upon the winding up or dissolution of the Corporation, all remaining assets of the Corporation shall be distributed to one or more registered charitable organizations in Canada, to be chosen by the Membership at the last Annual Membership Meeting, or by the President if no such last Annual Membership Meeting occurs.

THE GRANITE HILLS HOME OWNERS ASSOCIATION MEMBER DESIGNATE FORM

DATE: _____

Lot ____ Block 1, Lot ____ Block 2, Lot ____ Block 3, Lot ____ Block 4, Lot ____ Block 5, Lot ____ Block 6

in plan 40740 WLTO in Frac 26-16-12 EPM; Street Address: _____

I/we (print names of all Lot Titleholders of the above noted Lot/Address)

Hereby confirm to the Granite Hills Estates Home Ownership Association Inc. ("GHHO") that we are, as at the date of the signing of this form, the only current titleholder(s) of the above noted Lot/address and further that, for the current calendar year of 20____, the MEMBER DESIGNATE for the above noted Lot/address is: _____, email: _____, mailing address: _____ phone number(s) _____ and this designation shall be valid unless and until the President of the GHHO has received in writing:

- 1) a new version of this form, duly executed, and dated after the date of this form noted above; and/ or,
- 2) notification from one of the undersigned of the sale of the above noted Lot, along with the names, phone numbers and mailing address of all of the new titleholders, and a copy of the new status of title reflecting that title to the Lot has been effectively transferred, along with the surrender of any keys that have been tendered to the Member Designate and/or GHHO Titleholders in relation to Membership Privileges as may be applicable from time to time.

We confirm that for the current calendar year noted above:

1) the MEMBER DESIGNATE is the SOLE person entitled to vote for the above noted lot at GHHO Membership Meetings, and for electronic voting, unless the MEMBER DESIGNATE has appointed a Proxy in accordance with the By-laws of the Corporation, which we acknowledge is a valid Proxy to vote on our collective behalf if so appointed;

2) the MEMBER DESIGNATE shall be the MEMBER DESIGNATE on our collective behalf to receive notices at the above noted address of the MEMBER DESIGNATE (mail or email, or as revised by that MEMBER DESIGNATE as set out below) on behalf of the undersigned and to be entitled to the Membership Privileges, including but not limited to, any keys which may be released in relation to Membership Boat Docking, Boat Launching, and/or Beach Area, or other GHHO facility as may be applicable from time to time. We acknowledge that notwithstanding that there may be multiple title holders to a single lot, that only one set of keys, or permits/permission, as the case may be, will be released, unless the Membership or the Board deem otherwise appropriate in writing, for an added fee.

Signatures of Lot Titleholder(s)

I, _____, the MEMBER DESIGNATE of the above noted Lot/address for the current calendar year noted above do hereby confirm and acknowledge that it is my responsibility to ensure that the above noted Lot/address is compliant with the terms of the Granite Hills Estates Home Ownership Association Inc. By-laws and any other requirements set out by the GHHO from time to time, and that my contact information above is correct and I will provide the President of the GHHO with written notification of any change in that contact information as soon as it becomes known to me.

(Note: up to date contact information of the President is located on the GHHO Website)

Signature of MEMBER DESIGNATE: _____ Date: _____

THE GRANITE HILLS HOME OWNERS ASSOCIATION MEMBER DESIGNATE PROXY FORM

DATE: _____

Lot ____ Block 1, Lot ____ Block 2, Lot ____ Block 3, Lot ____ Block 4, Lot ____ Block 5, Lot ____ Block 6

in plan 40740 WLTO in Frac 26-16-12 EPM; Street Address: _____

I (print name of MEMBER DESIGNATE of the above noted Lot/Address)

Do hereby appoint _____, to vote on my behalf as Member Designate, of the above noted lot, as Proxy at the upcoming _____ (insert nature of proceeding eg. Annual Membership Meeting or Membership Meeting or Website Vote) to be voted on the date of _____, and any adjourned date therefrom, and for so doing may this be their full and sufficient authority.

I confirm that:

- 1) the designation of this proxy shall only be:
 1. valid if delivered to the President of the GHHO prior to the voting event; or,
 2. revocable by me, in writing to the President of the GHHO; and
- 2) for the purposes of notices, my own contact information shall continue to be used, which I confirm is

_____.

MEMBER DISIGNATE ADDRESS FOR SERVICE

MEMBER DISIGNATE SIGNATURE