

BY-LAW NO. 2

**A by-law relating generally to the conduct
of the business and affairs of**



LAKESHORE YACHT CLUB

(herein called the “**Club**”)

- | | |
|------------------------------|---|
| 1. Interpretation | 14. Debentures |
| 2. Corporate Seal | 15. Liability and Indemnity of Directors and Others |
| 2. Head Office | 16. Notices |
| 4. Members/Membership | 17. Cheques, Drafts, Notes. Etc. |
| 5. Members’ Meetings | 18. Execution of Documents |
| 6. Board of Directors | 19. Minutes of Board of Directors and Committees |
| 7. Powers of Directors | 20. Fiscal Year |
| 8. Directors’ Meetings | 21. Amendments of By-laws |
| 9. Duties of Directors | 22. Auditors |
| 10. Committees | 23. Books and Records |
| 11. Work By Members | 24. Rules and Regulations |
| 12. Membership Fees and Dues | 25. Miscellaneous |
| 13. Mooring of Boats | 26. Effective Date and Repeal |

BE IT ENACTED as a By-law of the Club as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.01 **Definitions.** In this by-law and all other by-laws and resolutions of the Club, unless the context otherwise requires:

- (a) “**Act**” means the *Corporations Act*, R.S.O. 1990, c. C.38, as amended and includes the regulations made pursuant thereto;
- (b) “**Annual Meeting**” has the meaning ascribed to such term in section 5.01 of this By-Law;
- (c) “**By-laws**” means all by-laws, including special by-laws, of the Club as amended from time to time;
- (d) “**Club**” means the Lakeshore Yacht Club;
- (e) “**Club Premises**” means all land and land covered by water owned, leased or under the control of the Club including any building, structure or facility located thereon;
- (f) “**Debenture**” means a Class D Debenture issued to a Class D Member or a Class W Debenture issued to a Class W Member, as the context requires;
- (g) “**Directors**” means the board of directors of the Club, including Flag Officers;
- (h) “**Flag Officers**” means the Commodore, the Vice-Commodore and the Rear Commodore;
- (i) “**Immediate Family**” means a Spouse, parent, child, step-child or a person with respect to which a Member stands in *locos parentis*;
- (j) “**Letters patent**” means the letters patent of the Club as amended from time to time;
- (k) “**Members**” means collectively Senior Members, Associate Members, Non-Resident Members, Social Members, Junior Members and Family Members together with such other categories of members of the Club as the directors may from time to time establish and a “**Member**” means any individual from within the foregoing categories of membership;
- (l) “**Members’ Meeting**” means any duly called and held meeting of the Members and includes the Annual Meeting, the November General Meeting and any General Meeting;
- (m) “**Mooring**” means wet mooring and dry sailing storage facilities located within the Club Premises;
- (n) “**November General Meeting**” has the meaning ascribed to such term in section 5.02 of this By-Law;
- (o) “**Senior Members**” means collectively, the Class W Members and the Class D Members; and
- (p) “**Spouse**” means a person who is defined as a spouse under the *Family Law Act* (Ontario).

1.02 **Number and Gender.** In this By-law where the context requires words importing the singular include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.03 **Same Meaning.** All the words and terms appearing in this By-law shall have the same definitions and application as in the Act unless the context requires otherwise.

1.04 **Enactment of By-law.** This By-law shall come into force on the day on which it is confirmed with or

without variation at a General Meeting duly called for such purpose, such General Meeting not being strictly confined to the consideration of this By-law.

1.05 **Prior Acts.** The enactment of this By-law of the Club shall not invalidate any past act of the directors or any past act of the Steering Committee that acted as the directors prior to the incorporation of the Club. It is the intention that this By-law shall speak only from the date when the same is duly enacted by the Members without in any way affecting any resolution duly passed or any act done or any right existing, acquired, established, accruing or accrued under the former rules and intentions whether written or stated.

ARTICLE 2 **CORPORATE SEAL**

2.01 The corporate seal of the Club shall be such as the directors may by resolution from time to time adopt, and shall be entrusted to the Secretary of the Club for its use and safekeeping.

ARTICLE 3 **HEAD OFFICE**

3.01 Until changed in accordance with the Act, the head office of the Club shall be in the City of Toronto, in the Province of Ontario, at such place therein as the directors may from time to time by resolution determine.

ARTICLE 4 **MEMBERSHIP**

4.01 **Qualification.** Membership in the Club shall be limited to persons interested in furthering the objects of the Club. Members of the Club shall be those individuals whose application for admission as a Member has received the approval of the board of directors. The rights and privileges afforded all classes of Members are contained in the Rules and Regulations.

4.02 **Classes of Membership.** There shall be the following classes of membership in the Club, namely:

- | | | |
|------------------------|---------------------------|---------------------|
| (a) Class W Members; | (d) Social Members; | (g) Junior Members; |
| (b) Class D Members; | (e) Non-Resident Members; | and |
| (c) Associate Members; | (f) Honourary Members; | (h) Family Members. |

4.03 **Class W (Wet) Member** is an individual who: (i) is at least 19 years of age; (ii) has filed an application for such membership with the Club and has been admitted as a Class W Member by the directors; (iii) has paid all applicable fees and dues to become a Class W Member; and (iv) has subscribed and paid for, and has been issued a Class W Debenture by the Club.

4.04 **Class D (Dry) Member** is an individual who: (i) is at least 19 years of age; (ii) has filed an application for such membership with the Club and has been admitted as a Class D Member by the directors; (iii) has paid all applicable fees and dues to become a Class D Member; and (iv) has subscribed and paid for, and been issued a Class D Debenture by the Club.

4.05 **Associate Member** is an individual who: (i) is at least 19 years of age; and (ii) is designated by a Senior Member as an Associate Member. An Associate Member must be either: (i) the Spouse of the Senior Member who designated him or her as an Associate Member; or (ii) another adult person residing at the same address as the Senior Member; or (iii) the co-owner of a boat with the Senior Member. In all cases, a Senior Member can only designate one (1) Associate Member. An Associate Member is entitled to all of the rights and privileges provided to Senior Members except voting rights as transferred in accordance with this By-law.

4.06 **Social Member** is an individual who: (i) is at least 19 years of age; (ii) has filed an application for such membership with the Club and has been admitted as a Social Member by the directors; and (iii) has paid all applicable fees and dues to become a Social Member. A Social Member is entitled to change status to Wet

Member upon successful application in accordance with the procedures set out in the Rules & Regulations. A Social Member is not entitled to vote at any Members' Meeting.

4.07 **Non-Resident Member** is an individual who: (i) is at least 19 years of age; (ii) has filed an application for such membership with the Club and has been admitted as a Non-Resident Member by the directors; (iii) resides more than one hundred and fifty (150) kilometers distant from the Club Premises; and (iv) has paid all applicable fees and dues to become a Non-Resident Member.

4.08 **Honorary Member** is an individual who is at least 19 years of age and who, in the opinion of the directors, by reason of his or her position in the community or for services rendered to the Club, has been admitted as an honorary member by the directors. An Honorary Member's membership in the Club is limited to a period of one (1) year provided that such membership may be renewed from year to year by the directors as they may in their discretion consider advisable.

4.09 **Junior Member** is an individual who: (i) is sponsored by a Senior Member as Junior Member; (ii) has filed an application for such membership with the Club and has been admitted as a Junior Member by the directors; (iii) has paid all applicable fees and dues to become a Junior Member; and (iv) has not attained his or her nineteenth (19th) birthday or who is less than twenty-three (23) years of age provided that he or she is enrolled on a continuous basis as a full-time student at a university or community college recognized by the directors. A Junior Member is not entitled to vote at a General Meeting. An individual shall not be accepted as a Junior Member unless:

- (a) a Senior Member has first guaranteed, in such form as the directors may from time to time require, the behaviour and debts to the Club of the proposed Junior Member; and
- (b) the Club has received from the proposed Junior Member's parent or guardian a consent to such person joining the Club as a Junior Member, and an agreement to release and indemnify the Club, its officers and directors in relation to all matters arising from such membership or use of the Club Premises and facilities by the Junior Member, all in such form as the directors may from time to time require.

4.10 **Family Member** is an individual who: (i) is a member of the Immediate Family of a Senior Member or an Associate Member; (ii) is designated by a Senior Member or an Associate Member as a Family Member; (iii) has filed an application for such membership with the Club and has been admitted as a Family Member by the directors; and (iv) who is between the ages of sixteen (16) and twenty-six (26) years. A Family Member shall not be required to pay an annual fee for such membership, and is not entitled to vote at a General Meeting.

4.11 **Application Procedure.** Applications for any of the foregoing categories of membership in the Club shall be submitted to the Membership Director and shall be reviewed by a Membership Committee appointed by the directors and chaired by the Membership Director. In accordance with the Club's Application Procedure Guidelines, the Membership Committee shall make such inquiries and investigations as it considers advisable and shall, upon completion of its review, refer the application for membership to the directors with its recommendation for acceptance or rejection thereof. It is incumbent upon an applicant for membership to make full and complete disclosure regarding any and all expulsions, suspensions, or any other disciplinary action taken by any other social or yachting club regarding said applicant. The directors will post the name of each applicant for membership on the Club Premises or otherwise provide same to the Senior Members for a period of at least thirty (30) days prior to its acceptance of the applicant's application for membership. The directors may in their sole discretion accept or reject any application for membership and shall not be required to give any reasons for their decision. The decision of the directors shall be final.

4.12 **Senior Member Liable for Conduct of others.** A Senior Member is jointly and severally liable with any Associate Member, Junior Member or Family Member designated by him or her for the payment obligations and other debts and liabilities of the Associate Member, Junior Member or Family Member to the Club. A Senior Member is subject to the same disciplinary action to which an Associate Member, Junior Member or Family Member designated by him or her becomes subject by reason of the misconduct, whether by act or omission, of the Associate Member, Junior Member or Family Member.

4.13 Register of Members. There shall be maintained at the head office of the Club a register of Members in good standing enrolled as Members of the Club. The register of Members shall include the name of each Member, his or her mailing address, his or her home and business telephone numbers, electronic mail address and vehicle license plate number(s), if any. Each Member is responsible to notify the Secretary in writing of a change of any of the information contained in the register of Members pertaining to him or her or those Members for whom he or she is responsible. Until such notice in writing is received, the last address appearing in such register shall be, for the purposes of this By-law, the last known address of the Member.

4.14 Member Ceasing to be in Good Standing.

(a) If any Senior Member or any other Member for whom a Senior Member is responsible:

- (1) engages in conduct either on or off Club Premises which the directors determine to be injurious or detrimental to the reputation or interests of the Club;
- (2) refuses or fails to comply with any rule or regulation of the Club or the reasonable requirements of the directors; or
- (3) is in arrears in the payment of any dues, fees or other amounts owing the Club but has not yet had his or her membership terminated in accordance with section 4.15 of this By-law;

such Senior Member and any other Member for whom he or she is responsible, if any, will automatically cease to be a Member in good standing.

(b) In addition to the forfeiture of other rights and privileges referred to elsewhere in this or any other By-law or Regulation of the Club, any Member who is not in good standing with the Club shall:

- (1) not be entitled to vote in person or by proxy at Members' Meetings;
- (2) not be entitled to stand for election or to nominate a candidate for election as a director;
- (3) not be permitted entrance to the Club, the Club Premises or to any Club function, whether as a guest of a Member or otherwise. Any Member who knowingly and willingly aids or permits such Member access to the Club, Club Premises or Club functions shall be in contravention of this section and will be subject to disciplinary action under this section;
- (4) shall lose all mooring, hauling, launch and storage privileges and any other right or privilege that the directors deem appropriate in the circumstances; and
- (5) be subject to such other reprimand, including the levying of a fine and/or a suspension of membership, on such terms and conditions that the directors deem appropriate in the circumstances. The terms and conditions of any reprimand or suspension shall be deemed to be an agreement between such Member and the Club.

(c) Upon determining that circumstances exist to cause a Member to cease to be in good standing with the Club, the directors shall deliver written notice to the Member, by hand or registered mail, which notice shall set out:

- (1) the nature of the alleged contravention committed by the Member including, without limitation, the failure to pay any dues, fees or other amounts when same become due and payable, that the Member has ceased to be in good standing with the Club, the actions that the directors intend to take against the Member and the rights and privileges of the Member with the Club that have been suspended;
- (2) any steps or action required to be taken by the Member to remedy or rectify the contravention and a stipulated period of time within which these steps or action must be completed including, without limitation, the date on which all outstanding dues, fees or other amounts must be paid in full;
- (3) the date and location of a meeting of the directors, if any, at which the directors will consider the conduct of the Member; and
- (4) the Member shall have the opportunity to make a personal representation at a meeting of the Board if such a request is made in writing and submitted to the Secretary at least seven (7) days prior to the date of the scheduled meeting.

- (d) If, after the receipt of the notice referred to in subsection 4.14(c) and after the holding of a meeting with the Member as contemplated in subsection 4.14(c), if any, the Member takes the steps and action necessary to bring his or her status with the Club into good standing to the satisfaction of the directors or after the completion or expiry of any term of reprimand or suspension, the directors will deliver written notice to the Member, by hand or registered mail, advising that his or her status has been brought into good standing and all rights and privileges of the Member shall be reinstated. If a Member fails to fulfill the requirements stipulated by the directors to bring his or her status into good standing, the provisions of section 4.15 of this By-law will apply.

4.15 Termination of Membership.

- (a) The membership of any Member shall be automatically terminated in the following circumstances:
 - (1) if he or she or any other Member for whom he or she is responsible has, as determined by the directors, breached, violated or failed to comply with any other provisions of the By-laws of the Club that carry automatic termination or any agreement between the Club and him or her or an Associate Member, Junior Member or Family Member for whom he or she is responsible and such Member has not cured or remedied the breach or violation within ten (10) days after he or she receives written notice of the breach or violation from the Club;
 - (2) if he or she or any other Member for whom he or she is responsible has ceased to be a Member in good standing in accordance with section 4.14 of this By-law and he or she has failed to take the necessary steps or actions to bring his or her membership status or the membership status of any Associate Member, Junior Member or Family Member for whom he or she is responsible into good standing in accordance with the procedure set out in section 4.14 of this By-law;
 - (3) if a director, by a resolution passed by the affirmative vote of two-thirds of the directors present at a meeting of the directors, terminate his or her membership for just cause, provided, however, that the membership of any director of the Club shall not be terminated unless such director has first been removed as a director of the Club pursuant to the provisions this By-law; or
 - (4) if the Member is an Associate Member, a Junior Member or a Family Member and the Senior Member who designated him or her as same has ceased to be a Member for any reason.
- (b) Upon the termination of the membership of a Member:
 - (1) all rights and privileges afforded by the Club to that Member and to any Associate Member, Junior Member or Family Member designated by that Member including, without limitation, the right to vote at meetings, the right to use a Mooring, the right to access to the Club Premises as a Member or as a guest of a Member are immediately terminated, revoked and withdrawn. Such termination, revocation and withdrawal of rights and privileges shall be effective as of the date of termination pending a final disposition of an appeal of the termination of the Member's membership or the expiry of the period of time within which the Member can commence an appeal;
 - (2) the Member shall not be permitted to enter the Club, the Club Premises, or to any Club functions, whether as a guest of a Member or otherwise, unless and until he or she successfully appeals the decision to terminate his or her membership. Any Member who knowingly and willingly aids or permits a person whose membership has been terminated to gain access to the Club, the Club Premises or Club functions, shall be deemed to be in contravention of this section and subject to disciplinary action under this section;
 - (3) the Member must surrender the Debenture issued to him or her, if any, after a final disposition of an appeal of the termination of the Member's membership which upholds the decision of the directors or the expiry of the period of time within which the Member can commence an appeal, if the Member does not appeal the decision;
 - (4) the Member must remove any boat and other personal property owned by that Member from Club Premises at his or her own sole cost and expense within 14 days, or at a time stipulated by the directors, after a final disposition of an appeal of the termination of the Member's membership which upholds the decision of the directors or the expiry of the period of time within which the Member can commence an appeal, if the Member does not appeal the decision, after

which the Club shall be entitled to remove such boat and personal property at the sole risk and expense of the Member.

- (c) A Member whose membership is terminated is not entitled to reimbursement of or relief from the payment of any fees, dues, mooring charges or other liabilities to the Club.
- (d) A Member whose membership is terminated in accordance with this section is entitled to the rights set out in section 4.16.

4.16 **Right of Appeal.**

- (a) Within 7 days after the termination of a Member's membership in accordance with section 4.14(d) or 4.15, the directors shall deliver a notice, by hand or registered mail, of the termination of membership to such Member. The Member shall have the right to appeal the decision to terminate his or her membership.
- (b) The notice referred to in subsection 4.16(a) shall set out the following information:
 - (1) the nature of the action or omission which resulted in the termination of membership;
 - (2) the effective date of the termination of the Member's membership and a statement that the Members' rights and privileges in the Club have ceased as of that date; and
 - (3) that the Member has the right to appeal the decision to terminate his or her membership at a hearing and to have identified representation at that hearing.
- (c) Any Member who wishes to exercise his or her right of appeal in accordance with this section shall do so by delivering written notice to the Secretary of his or her intention to appeal a decision of the directors within seven (7) days after the date he or she receives the notification referred to in subsection 4.16(b), after which time the right to appeal the decision of the directors to terminate shall expire and be forever extinguished. The notice delivered by the Member shall set out the grounds upon which he or she intends to appeal the decision to terminate his or her membership and identification of representation if any.

4.17 **Appeal Procedure.**

- (a) If the Secretary receives a notice of appeal from a Member within the period of time stipulated in subsection 4.16(c), the following procedure shall take place:
 - (1) The Secretary will inform the Past Commodore who will establish an Appeal Committee for the purpose of considering such appeal;
 - (2) The Secretary will furnish the Past Commodore with a list of Members not eligible to serve on the Appeal Committee;
 - (3) The Past Commodore shall randomly select an Appeal Committee, which shall be comprised of seven (7) Members. Two (2) persons of whom shall be from among the directors and five (5) persons from among Senior Members and Associate Members who have been Members in continuous good standing for at least two (2) years. A member of the Appeal Committee so chosen must declare any conflict of interest. Should any Member decline to sit on the Appeal Committee, a random selection process will continue until the required number of Appeal Committee Members is satisfied;
 - (4) The Appeal Committee shall elect a Chairperson from among them;
 - (5) On the direction of the Chairperson of the Appeal Committee, the Secretary of the Club shall deliver written notice to the Member who is subject to the appeal of the date, time and location of the hearing of the appeal once such date has been established by the Appeal Committee, which date shall not be less than 15 days or more than 30 days from the date on which the notice of appeal was received from the Member; and
 - (6) The Secretary shall post a notice on the Club Premises to advise the Members at large of the proceedings. The notice must include the name of the appellant, the members of the Appeal

Committee, the Chairperson of the Appeal Committee and the nature of the decision that is the subject of the appeal.

- (b) The directors and appellant are entitled to identified representation at the hearing of an appeal.
- (c) At any appeal, the Appeal Committee may:
 - (1) summon witnesses to give oral or written evidence and produce any documents that the Appeal Committee considers necessary to decide the matter;
 - (2) examine records and make inquiries;
 - (3) set the procedures to be followed in accordance with established Club Appeal Procedure Guidelines.
- (d) The Appeal Committee may vary, rescind or confirm the decision of the directors as it determines in its sole discretion, acting reasonably. The Chairperson shall provide written reasons for its decision to the directors and to the Member who is subject to the appeal within 15 days after the hearing of the appeal. The decision of the Appeal Committee shall be final and binding on the directors and the Member who is subject to the appeal.

4.18 **Resignation.** Any Member of the Club may resign as a member of the Club by letter addressed to the Secretary of the Club at the head office of the Club. The Member must surrender the Debenture, which is then subject to redemption under Article 14.03, issued to him or her with notice of the resignation. The acceptance of a resignation of a Member by the Club does not relieve that Member of his or her obligation to pay any fees and dues or other liabilities owing to the Club. In order to resign without payment of the annual fees and dues for the current year, a resignation must be received by the Secretary and Harbourmaster at least thirty (30) days prior to the date upon which annual fees are payable with respect to such year, or by such later date as the directors may decide. Any Member whose resignation is accepted by the directors shall cease to be a Member and shall forfeit all rights and privileges afforded by membership in the Club. A Member who resigns from the Club and who has possession of a Mooring shall immediately remove his or her boat from the Club Premises.

4.19 **Reinstatement of Members.** Upon notice in writing to the Secretary, a Member in good standing who has resigned may request to be reinstated as a Member and the directors may in their sole discretion and upon such terms as they see fit, reinstate a Member; provided that the request for reinstatement must be received by the Secretary prior to the repayment to the Member of any amounts owing to him or her under the Debenture issued to him or her, otherwise, the Member must re-apply as a Member in accordance with the procedure set out in this By-law. If a Member is reinstated in accordance with this provision and a Mooring is not then available for the Member, the Member will be placed on the waiting list according to established Application and Mooring procedures.

ARTICLE 5

MEMBERS' MEETINGS

5.01 **Annual Meetings.** The Club shall hold an annual meeting of its Members (the "**Annual Meeting**") at the head office of the Club, or at such other place within the City of Toronto as the directors may determine, on such day and at such time during the first fifteen (15) days of February in each year as the directors may determine, for the purpose of:

- (a) receiving the audited financial statements of the Club for the preceding fiscal year together with the report of the auditors' thereon;
- (b) reviewing and approving the budget and plan for the current fiscal year prepared by the directors;
- (c) receiving other information or reports relating to Club affairs as the directors may lay before the meeting;

- (d) reviewing or fixing the fees and dues to be payable by the Members, and applicable payment option schedules, for the current fiscal year;
- (e) reviewing and establishing the Annual Quota of Members for the current fiscal year; and
- (f) the transaction of such other business as may be properly brought before the meeting.

5.02 **November Meeting.** The Club shall hold a general meeting of its Members (the “**November General Meeting**”) at the head office of the Club, or at such other place within the City of Toronto as the directors may determine, on such day and at such time during the first fifteen (15) days of November in each year as the directors may determine, for the purpose of:

- (a) receiving any reports of the directors;
- (b) electing a new board of directors for the upcoming fiscal year;
- (c) appointing the auditor for the upcoming year and fixing, or authorizing the directors to fix, the auditor's remuneration;
- (d) receiving the Treasurer's report relating to the financial affairs and condition of the Club; and
- (e) the transaction of such other business as may properly be brought before the meeting.

5.03 **General Meetings.**

- (a) Other meetings of the Members (to be known as “**General Meetings**”) may be convened by the Secretary by order of the directors to be held at any date and time and at any place within the City of Toronto. A General Meeting may be combined with an Annual Meeting, in which event it shall be designated as an “Annual and General Meeting”.
- (b) In addition, the directors shall call a General Meeting upon receipt of a written requisition (a “**Requisition**”) to do so from not less than fifteen (15) Members entitled to vote at a Members’ Meeting for any purpose related to the affairs of the Club not inconsistent with applicable law. The Requisition shall be in writing signed by the requesting Members and delivered to the Secretary. The Requisition shall state the nature of business to be presented to the General Meeting and, if applicable, shall include a copy of any presentation to be made at the General Meeting. Upon receipt of any such Requisition, the directors shall call a General Meeting for the transaction of the business referred to in the Requisition and shall notify the Members of the General Meeting no more than fourteen (14) calendar days after their receipt of the Requisition. If the directors do not convene the General Meeting within forty-five (45) calendar days after the date of their receipt of the Requisition, then any of the requesting Members may call such General Meeting, which shall then be held within sixty (60) calendar days after the date of the directors’ receipt of the Requisition. If the requesting Members wish to make a presentation at the meeting, the Requisition must additionally designate one (1) Member who will be permitted a maximum of fifteen (15) minutes to make such presentation at the General Meeting. A General Meeting called pursuant to this section shall be conducted in accordance with the By-laws of the Club and the expenses thereof shall be borne by the Club unless at such General Meeting a resolution is passed by the Members to the effect that the Club should not bear such expenses, in which event the payment of expenses shall become the responsibility and liability of the requesting Members.

5.04 **Notice.** A printed, written or typewritten notice stating the day, time and place of a Members’ Meeting and the general nature of the business to be transacted shall be served either personally or by sending such notice to each Member entitled to vote at the meeting and to the auditor of the Club through the post in a prepaid wrapper or letter not less than twenty-one (21) calendar days and no more than sixty (60) calendar days before the date of every meeting directed to such address of each such Member and of the auditor as

appears on the books of the Club, or if no address is given therein, then to the last address of each such Member or auditor known to the Secretary; provided always that a Members' Meeting may be held for any purpose at any date and time and at any place within the City of Toronto without notice if all the Members entitled to vote at the meeting are present in person at the meeting or if all the absent Members who are entitled to vote at the meeting have signified their assent in writing to such meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Member or by the auditor of the Club.

5.05 **Omission of Notice.** The accidental omission to give notice of any Members' Meeting or the non-receipt of any notice by any Member or by the auditor of the Club shall not invalidate any resolution passed or any proceedings taken at any Members' Meeting.

5.06 **Contents of Notice.** The notice of any Members' Meeting shall contain sufficient information concerning the business to be transacted at the meeting to permit the Member to form a reasoned judgment on the decision to be taken. Notice of any Members' Meeting shall include a statement of the right of such Member to appoint a proxy to exercise the same voting rights that the Member appointing such proxy would be entitled to exercise if present at the meeting.

5.07 **Proxies.** At any Members' Meeting, a proxy duly and sufficiently appointed by a Member shall be entitled to exercise, subject to any restrictions expressed in the instrument appointing such proxy, the same voting rights that the Member appointing him or her would be entitled to exercise if present at the meeting. A proxy must be a Senior Member or an Associate Member in good standing. A form of proxy must be in writing signed by such Member and in such form as the directors may from time to time approve or require. No person may hold or vote more than four (4) proxies either singly or in combination with a Senior Member or an Associate Member and should any such Senior Member or Associate Member attempt to vote more than four (4) proxies, he or she shall not be entitled to vote any of the proxies held by him or her at the relevant meeting. Proxies shall be deposited with the Secretary prior to the Members' Meeting and the appointed proxy shall receive approved ballot forms for each of the proxies not in excess of the permitted four (4) proxies.

5.08 **Chairperson.** The Commodore, or in his or her absence, the Vice-Commodore, or in the absence of the Commodore and the Vice-Commodore, the Rear-Commodore shall act as the chairperson of all Members' Meetings. If within fifteen (15) minutes after the time appointed for the holding of a Members' Meeting, none of the said Flag Officers are present, then the Members present at the meeting shall elect a Chairperson from among the other directors present, or, if no other director is present, then from among the Members (who are entitled to vote at the meeting) present.

5.09 **Voting.**

- (a) The only persons entitled to vote at Members' Meetings are: (i) Senior Members; and (ii) Associate Members from whom a right to vote has been transferred from the Senior Member who designated him or her (as described below), provided that the Club has been notified in writing of the transfer to the Associate Member of the right to vote prior to the meeting. For greater certainty, Social Members, Non-Resident Members, Honorary Members (unless otherwise qualified as stipulated under Rights and Privileges in the Rules & Regulations), Junior Members and Family Members are not entitled to vote at Members' Meetings. Each Senior Member shall be entitled to two (2) votes at every Members' Meeting if he or she is present in person or represented by proxy at the meeting. Each Senior Member is entitled to transfer the right to one (1) vote to the Associate Member designated by him or her, in which case such Senior Member and Associate Member shall each be entitled to one (1) vote at every Members' Meeting if he or she is present in person or represented by proxy at the meeting. The transfer of vote between Senior and Associate Member relating to a single debenture does not require a proxy.
- (b) Every question submitted to any Members' Meeting shall be decided by a majority of votes given on a show of hands unless a poll (i.e., counting of votes) on the question is specifically required by statute or by these By-laws or, is required by the Chairperson or is demanded by any Member present in person at the meeting and entitled to vote. A demand for a poll may be withdrawn at

any time prior to the taking of the poll.

- (c) At any meeting, unless a poll is required or demanded, a declaration by the Chairperson that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

5.10 **Polls.** If at any meeting a poll is demanded on the election of a Chairperson or on the question of adjournment, it shall be taken forthwith without adjournment. If a poll is demanded on any other question it shall be taken in such manner and either at once or later at the meeting or after adjournment as the Chairperson directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. On a poll, each Member entitled to vote at the meeting (whether present in person or represented by duly appointed proxy) shall be entitled to one (1) or two (2) votes as permitted under this By-law, and the result of the poll shall be the decision of the Members upon the question. The election of directors shall, notwithstanding anything to the contrary contained herein, be carried out by means of a poll and the casting of ballots in such form as the Chairperson may approve and require. Ballots for the election of directors may be cast during the meeting or, if appropriate facilities are available, prior to the commencement of the meeting, provided that if any ballot is cast in a form other than the approved form or if a duly appointed scrutineer who is not a director is of the view that a cast ballot is not in the proper form, then such ballot shall not be counted. There shall be no obligation to retain any ballots cast upon any matter coming before a Members' Meeting after the termination of such meeting.

5.11 **Adjournments.** The Chairperson may with the consent of any meeting adjourn the same from time to time and no written notice of such adjournment need be given to the Members. Any business may be brought before or dealt with at any adjourned meeting that might have been brought before or dealt with at the original meeting in accordance with the original notice calling the meeting.

5.12 **Quorum.** A quorum for the transaction of business at any Members' Meeting shall consist of not less than 20% of the Members entitled to vote at the meeting present in person and by proxy.

5.13 **Persons Entitled to Attend.** The only persons entitled to attend a Members' Meeting are the Members along with members of their Immediate Family whether or not entitled to vote, the auditor of the Club, other persons entitled to be present under the provisions of this By-law, and persons admitted on the invitation of the Chairperson of the meeting.

5.14 **Scrutineers.** At each Members' Meeting one or more scrutineers, who need not be Members, may be appointed by the Chairperson to serve at such meeting.

5.15 **Casting or Deciding Vote.** In the case of an equality of votes at a Members' Meeting, either upon a show of hands or upon a poll, the Chairperson of the meeting may cast a second or a deciding vote but is not bound or obligated to cast such a second vote. In the event of a final equality of votes, the question under consideration will be deemed to be decided in the negative with the exception of a vote on election; in which case, the assembly must continue balloting until there is an election.

5.16 **Nomination of Directors.**

- (a) Any five (5) Members in good standing and entitled to vote at a Members' Meeting may nominate any other qualified Member to serve as a director. Any such nomination shall be made in writing, shall be signed by the Members proposing the nominee and by the nominee who must consent to his or her nomination. Nominations will be coordinated by the Past Commodore in accordance with established Nominating Committee Procedures and must be submitted to the Secretary at least forty-eight (48) hours prior to the commencement of November General Meeting. Nominations from the floor will only be accepted to fill positions that are created by vacancies or the withdrawal of a nominee at the meeting.

- (b) There shall be available at each November General Meeting a list of all nominees for the office of directors. Prior to the election of the directors, the Chairperson of the meeting shall request that any Member nominated who is not qualified to serve on the board of directors as provided for in this By-law to identify himself or herself. Otherwise, if said Member is subsequently found not to be qualified, he or she may be expelled from the board of directors and may, subject to the discretion of the newly formed board of directors, be disciplined in accordance with the provisions of this By-law.

5.17 **Decision of Members to Prevail.** If at any Members' Meeting a matter is duly and properly raised and decided by resolution and if such matter conflicts with a previous decision of the directors, the decision as reached at the Members' Meeting shall prevail and the directors shall be bound thereby, provided that no director shall be in any way liable with respect to any prior decision of the directors which may be contrary to the decision made at such Members' Meeting.

ARTICLE 6

BOARD OF DIRECTORS

6.01 **Board of Directors.** The property and affairs of the Club shall be managed by a board of directors comprised of twelve (12) members. The number of directors may be increased or decreased from time to time by the affirmative vote a majority of the directors at a meeting of the board of directors and sanctioned by an affirmative vote of at least two-thirds (2/3) of the Members at a meeting duly called for the purpose of determining the number of directors to be elected to the board of directors.

6.02 **Qualification of Directors.** To qualify to act as a director under Article 9, an individual must:

- (a) at the time of his or her election and throughout the term of his or her office be:
 - (1) a Senior Member in good standing for at least one full year, or
 - (2) an Associate Member in good standing for at least one full year provided that the Senior Member who designated such Associate Member is not also standing for election or serving as a member of the board of directors at the same time
- (b) have at least one year without Board service after serving for five (5) consecutive terms as a director;
- (c) must have achieved at least 50% of the Annual Quota under Article 11 by September 1st in the year of nomination; and
- (d) have served at least one term in another capacity on the Board to be eligible as a Flag Officer.

6.03 **Election of Directors and Term of Office.**

- (a) Each director shall be elected for a term of office (subject to the provisions, if any, of the letters patent or any supplementary letters patent issued to the Club) commencing on the date of the meeting at which he or she is elected or appointed until the next following November General Meeting or until his or her successor is duly elected or appointed, whichever comes first. The entire board of directors shall be retired at each November General Meeting but each director shall be eligible for re-election if he or she is otherwise qualified for election as a director under this Article.
- (b) With the exception of an increase in number of directors as cited below, vacancies within the board of directors, however caused, may as long as there is a quorum of directors then in office, be filled by the directors if they shall see fit to do so from among qualified Members of the Club;

otherwise, such vacancy may be filled at the next November General Meeting. Any director appointed or elected to fill any such vacancy shall hold office for the unexpired term of the director who ceased to be a director and who caused such vacancy. If there is no quorum of directors remaining in office, a meeting of the Members to fill the vacancy shall be called forthwith by the Secretary of the Club. If, in accordance with this By-law and applicable law, the number of directors is increased between terms, a vacancy or vacancies in the board of directors shall be deemed to have occurred and may be filled in the manner provided for above. If a Member is appointed as a director to fill a vacancy on the board of directors in accordance with this subsection, the term for which he or she is so appointed shall not be considered to be a term for the purposes of section 6.02(b) hereof.

6.04 **Vacation of Office.** The office of director shall be automatically vacated if:

- (a) a director resigns his or her office by delivering a written resignation to the Secretary of the Club;
- (b) he or she is found by a court to be mentally incompetent or of unsound mind;
- (c) a receiving order is made against him or her or if he or she makes an assignment under the *Bankruptcy and Insolvency Act (Canada)*;
- (d) he or she ceases to be a Member of the Club or a Member in good standing; or
- (e) a director is an Associate Member and the Senior Member who appointed that Associate Member ceases to hold a Debenture.

6.05 **Removal of Director.** The Members of the Club may, by resolution passed by at least two-thirds of the votes cast at a General Meeting of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his or her term of office and may, by a majority of the votes cast at such meeting, elect any Member in his or her stead for the remainder of the term of the director so removed.

6.06 **Remuneration of Directors.** The directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from his or her position as such; provided that a director may be paid reasonable expenses incurred by him or her in the performance of his or her duties. Nothing herein shall preclude any director from serving the Club in any other capacity and receiving remuneration therefor.

ARTICLE 7

POWERS OF DIRECTORS

7.01 **General.** The directors shall be responsible for the administration, management and operation of the affairs of the Club in accordance with the By-laws and other rules, regulations and operating documents of the Club and shall make or cause to be made for the Club, in its name, any kind of contract which the Club may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such acts and things as may be exercised or done by the Club and are not by the By-laws or any resolution of the Club or by statute expressly directed or required to be done by the Club at a meeting of Members. Without limiting the generality of the foregoing, the directors shall have the following powers and duties:

- (a) the enactment, amendment or repeal of By-laws of the Club, provided that any such enactment, amendment or repeal shall not be contrary to the letters patent of the Club and provided that any such enactment, amendment or repeal shall only be effective (unless in the meantime confirmed at a Members' Meeting duly called for that purpose) if the Members are given notice of the same within thirty (30) days of such enactment, amendment or repeal, and only until the next Annual Meeting, and in default of confirmation at or prior to the next Annual Meeting, the enactment, amendment or repeal shall cease to have effect at and from the date of such Annual Meeting and

thereafter no such enactment, amendment or repeal of the By-law or another By-law of similar substance passed by the directors shall be effective until it has been confirmed at a Members' Meeting;

- (b) the enactment, amendment or repeal of rules and regulations, as per Article 24.01, relating to the operation of the Club, the use of Club Premises and/or the conduct of Members;
- (c) the collection, handling, investment and/or expenditure of Club monies provided however that the directors shall not make or approve or authorize the making of any single expenditure in excess of five thousand Canadian dollars (\$5,000.00), or in such other amounts as the Members may from time to time stipulate, unless such expenditure has been approved by the Members at a Member's Meeting;
- (d) recommendations in relation to, but not limited to, all fees and dues, provided that all such fees and dues shall be fixed by the Members at a Members' Meeting and shall be effective until changed by the Members at a Members' Meeting;
- (e) the delegation of their powers in part to committees as herein contemplated, provided that such delegation is not contrary to law or to the letters patent of the Club; and
- (f) the entering into of reciprocal agreements with other clubs to permit members of such other clubs to have access to the privileges and facilities of the Club in accordance with the rules and regulations of the Club.

7.02 **Trust Arrangements.** The directors shall have the power to enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of promoting the interest of the Club in accordance with such terms as the directors may prescribe.

7.03 **Borrowing.** Within the context of 7.01 above, the directors are hereby authorized, from time to time:

- (a) to borrow money upon the credit of the Club, from any bank, corporation, firm or person, upon such terms, covenants and conditions at such times, in such sums, to such an extent and in such manner as the directors in their discretion may deem expedient;
- (b) to limit or increase the amount to be borrowed; and
- (c) to issue or cause to be issued bonds, debentures or other securities of the Club and to pledge or sell the same for such sums, upon such terms, covenants and conditions and at such prices as may be deemed expedient by the directors.

7.04 **Receive Gifts, etc.** The directors shall take such steps as they may deem requisite to enable the Club to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Club.

7.05 **Appointment of Agents.** The directors may appoint agents and engage employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the directors at the time of such appointment.

ARTICLE 8
DIRECTORS' MEETINGS

8.01 Place of Meeting and Notice.

- (a) **Calling Meeting.** Meetings of the board of directors may be held either at the head office of the Club or at any place within the City of Toronto as the directors may from time to time determine. The directors may appoint a day or days in any month or months for regular meetings at an hour to be named, and for such regular meeting no notice need be given. A meeting of the board of directors may be convened by a Flag Officer or by the Secretary on direction in writing of four (4) directors.
- (b) **Meetings by Telephone.** Where all the directors present at or participating in the meeting have consented thereto, any director may participate in a meeting of the directors by means of conference telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and a director participating in such a meeting by such means is deemed for the purposes of the Act and these By-laws to be present at the meeting.
- (c) **Notice of Meeting.** Notice of any meeting, other than a regular meeting as set out in (a) above, of the board of directors shall be delivered or mailed or sent by facsimile transmission or otherwise communicated to a director in a manner that he or she has previously consented to in writing not less than four (4) business days if mailed and not less than twenty-four (24) hours if delivered, sent by facsimile transmission or otherwise communicated before the meeting is to take place; provided always that meetings 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 assent in writing to such meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any director. The statutory declaration of the Secretary or of a Flag Officer that notice has been given pursuant to this Bylaw shall be sufficient and conclusive evidence of the giving of such notice.
- (d) **First Meeting.** For the first meeting of the board of directors to be held immediately following the election of directors at the November General Meeting or for a meeting of the board of directors at which a director is appointed to fill a vacancy in the board of directors, no notice of such meeting need be given to the director or directors so elected or appointed in order for the meeting to be duly constituted, provided that a quorum of the directors is present.

8.02 Chairperson. The Commodore, or in his or her absence, the Vice-Commodore, or in the absence of the Commodore and the Vice-Commodore, the Rear-Commodore shall act as the chairperson of all meetings of directors. In the absence of all of the foregoing Flag Officers, the directors present shall choose one of their number to be Chairperson of the meeting.

8.03 Quorum. A quorum at any meeting of the board of directors shall be the presence in person of seven (7) of the directors.

8.04 Voting. Questions arising at any meeting of the directors shall be decided by a majority of votes of the directors present. In case of an equality of votes, the Chairperson, in addition to his or her original vote, may cast a second or deciding vote but the Chairperson is not obligated to cast such a second vote. In the event of a final equality of votes, the question under consideration will be deemed to be decided in the negative. All votes at any such meeting shall be taken by ballot if so demanded by any director present, but if no demand is made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairperson that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.05 **Member Requisition.** Any Member may make a presentation to the directors at a meeting of the directors if a request to do so is made in writing to the Secretary at least fifteen (15) days prior to the date on which the scheduled meeting is to take place. The request must include the nature of the business to be presented. The Chairperson of the meeting retains the right to defer the request to a later meeting.

8.06 **Advisors.** From time to time, the directors may request Members who have special knowledge or ability to sit with the directors in their deliberations to provide information and/or advice on the matter or matters under discussion. Such advisers shall have no status on the board of directors and shall not be entitled to vote upon any matter coming before the board of directors.

ARTICLE 9 **RESPONSIBILITIES OF DIRECTORS**

9.01 **Directors.** The elected board of directors shall consist of the following members:

- | | |
|------------------------|-------------------------------|
| (a) Commodore; | (g) Social Director; |
| (b) Vice-Commodore; | (h) Harbourmaster; |
| (c) Rear-Commodore; | (i) Fleet Captain; |
| (d) Secretary; | (j) Membership Director; |
| (e) Treasurer; | (k) Environment Director; and |
| (f) Property Director; | (l) Communications Director. |

9.02 **Delegation of Duties of Officers.** In the case of the absence or inability to act of any officer of the Club or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any qualified Senior Member to act as a substitute for the time being.

9.03 **Commodore.** The Commodore must be qualified under Article 6 and shall, when present, preside at all meetings of the directors and of the Members and shall be charged with the general supervision and management of the affairs and operations of the Club. In addition, when present, the Commodore shall represent the Club, both at Club and inter-club functions. The Commodore shall be the chief executive officer of the Club and shall be *ex officio* a member of all committees. The specific duties of the Commodore are contained under the Board of Directors' Terms of Reference.

9.04 **Vice-Commodore.** The Vice-Commodore must be qualified under Article 6 and shall assist the Commodore in the performance of his or her duties and, in the absence of the Commodore shall, if present, preside at meetings of the directors and of the Members and shall represent the Club, both at Club and inter-club functions. The Vice-Commodore is responsible for the general supervision, management, use and care of all shore or land-based facilities, equipment, functions, and activities of the Club. The specific duties of the Vice Commodore are contained under the Board of Directors' Terms of Reference.

9.05 **Rear-Commodore.** The Rear-Commodore must be qualified under Article 6 and shall assist the Commodore in the performance of his or her duties, and, in the absence of the Commodore and the Vice-Commodore shall, if present, preside at meetings of the directors and of the Members and shall represent the Club, both at Club and inter-club functions. The Rear-Commodore is responsible for the general supervision, management, use and care of all water or water-based facilities, equipment, functions and activities of the Club. The specific duties of the Rear Commodore are contained under the Board of Directors' Terms of Reference.

9.06 **Secretary.** The Secretary must be qualified under Article 6 and is responsible for maintaining the Club records and minutes of the meetings of the directors and of the Members and the safekeeping of the letters patent and corporate seal of the Club and all books, papers, records, correspondence, contracts, plans, and other documents relating to the operation of the Club, other than financial records. In addition, the

Secretary shall send out notices of all meetings where required, notify every new Member of his or her acceptance as a Member, furnish the new Member with a copy of this By-law, the other By-laws of the Club, if any, and the Rules and Regulations of the Club and to generally perform all such duties as may be required of the Secretary by the directors. The specific duties of the Secretary are contained under the Board of Directors' Terms of Reference.

9.07 **Treasurer.** The Treasurer must be qualified under Article 6 and is responsible for the maintenance of full and accurate accounts and financial records relating to the Club, its membership and operations, the deposit and disbursement of its monies, and keeping the directors and the Members of the Club advised of the financial affairs of the Club. The Treasurer shall prepare or cause to be prepared annual financial statements of the Club as at the end of each fiscal year of the Club, which shall be audited when and where necessary. The specific duties of the Treasurer are contained under the Board of Directors' Terms of Reference.

9.08 **Property Director.** The Property Director must be qualified under Article 6 and is responsible for the management of all Club lands, buildings, structures, facilities, and equipment located on all Club Premises save and except for all water-based facilities which will remain within the responsibility of the Rear-Commodore or Harbourmaster. The specific duties of the Property Director are contained under the Board of Directors' Terms of Reference.

9.09 **Social Director.** The Social Director must be qualified under Article 6 and is responsible for the management, administration, and organization of all social events of the Club save and except certain water-based events within the responsibilities of the Fleet Captain which include, but are not limited to races and organized cruises. The specific duties of the Social Director are contained under the Board of Directors' Terms of Reference.

9.10 **Harbourmaster.** The Harbourmaster must be qualified under Article 6 and is responsible for the operation of all water-based structures, facilities, and equipment of the Club including but not limited to, all docks and wet mooring facilities. The Harbourmaster shall also be responsible for the allocation of all Moorings for Members and for visitors and for the placement and storage of vessels in the dockyard and for launch and haul-out procedures. The specific duties of the Harbourmaster are contained under the Board of Directors' Terms of Reference.

9.11 **Fleet Captain.** The Fleet Captain must be qualified under Article 6 who is an owner or co-owner of a boat moored or stored at the Club and is responsible for the general supervision and organization of water-based events involving or open to the Club fleet. The specific duties of the Fleet Captain are contained under the Board of Directors' Terms of Reference.

9.12 **Membership Director.** The Membership Director must be qualified under Article 6 and is responsible for the maintenance of records relating to the membership of the Club, the processing of applications for membership in the Club, and the confirmation of compliance with this By-law in connection therewith. The specific duties of the Membership are contained under the Board of Directors' Terms of Reference.

9.13 **Environment Director.** The Environment Director must be qualified under Article 6 and is responsible for advising the directors and the Members from time to time regarding any and all environmental concerns that may come to his or her attention through personal research, observations, or any other means where such environmental concerns are considered to be important to the Club and/or the surrounding environment. The specific duties of the Environment Director are contained under the Board of Directors' Terms of Reference.

9.14 **Communications Director.** The Communication Director must be qualified under Article 6 and is responsible for the general supervision and publication of all Club communications including, but not limited to, the Club newsletter, promotional material and press releases. The specific duties of the Communications Director are contained under the Board of Directors' Terms of Reference.

ARTICLE 10
COMMITTEES

10.01 The directors may appoint committees for the purpose of assisting the directors in carrying out special projects, functions or activities. All committees will be comprised of Senior or Associate Members in good standing and will be composed of such number of members as the directors may determine from time to time. The tenure and duties of such committees will be determined by the directors prior to the commencement or during the undertaking of said special projects, functions or activities.

ARTICLE 11
WORK BY MEMBERS

11.01 **Annual Work Quota.** In an effort to provide affordable costs to Members, the Club shall be established and shall operate on the principle of cooperative effort by the Members. In each year the directors may set a quota of hours to be contributed by each class of Members called the "Annual Quota".

11.02 **New Members.** New Members joining after August 1st in a given year will be only required to contribute 50% of his or her Annual Quota in the year of joining.

11.03 **Posting of Annual Quota and Contributions.** Each year the directors shall review and determine the number of hours that each Member must contribute towards the Annual Quota, the type of work to be performed by each Member in respect of the Annual Quota as well as a commercially-based rate of compensation to be attributed to each hour of the Annual Quota. The contributions of each Member towards satisfying the Annual Quota will be posted on a monthly basis. It is the responsibility of each Member to review the status of his or her contributions and to report any discrepancies to the directors. In accordance with the Rules and Regulations, consideration may be given by the Board to exemptions and variations in the required work and Annual Quota assigned to any particular member.

11.04 **Hours Worked Interpreted as Fees.** Work hours can be accrued during the fiscal year (i.e., from December 1st through to November 30th each year). At the end of the fiscal year, hours owed or outstanding by Members toward satisfaction of the Annual Quota shall be deemed to constitute fees subject to the provisions of Article 12. The Board will consider a request for payment in lieu of working hours if submitted in writing on or before March 15th of the year the hours are to be worked. Approval will become an agreement between the Board and the Member.

11.05 **Notification of Hours Owed by Members.** Any Member not achieving his or her Annual Quota by the end of the fiscal year (November 30th) shall automatically cease to be a Member in good standing and will lose all rights and privileges for which such standing is required under these By-laws. Such Member will be charged the fee stipulated under Article 11.03 above for all unworked hours. Failure to remit payment as directed will be subject to Article 12.03 below (i.e., automatically cease to be a Member). Annual Quota milestones are described in the Rules & Regulations.

11.06 **No Remuneration for Work.** No Member shall receive any remuneration for work performed in contribution to his or her Annual Quota or with respect to any other services rendered to the Club, save only that a Member may receive reasonable compensation for the provision of goods, materials or services to the Club pursuant to a written agreement between the Club and that Member, which has been approved by the directors.

ARTICLE 12
MEMBERSHIP FEES AND DUES

12.01 **Notice of Fees and Dues.** A schedule of all annual dues and other applicable fees payable by Members for the current fiscal year of the Club shall be presented to the Members for approval at the Annual

Meeting and the approved schedule shall be attached to the posted minutes of that meeting. The schedule of fees and dues will also be made available to any Member upon request thereafter.

12.02 Payment of Fees and Dues. A Member shall be fully responsible for any fees, dues, charges or other debts or liabilities to the Club incurred by him or her as well as his or her family and guests. Invoices for all annual dues and other fees shall be delivered to each Member:

- (a) for all annual dues and fees on or around February 15th of each year. With the exception of Article 12.04 below, each Member shall pay the amount indicated on the invoice delivered to him or her in full on or before March 15th of that year. A Member choosing to pay the amount of the invoice from schedule approved at the Annual Meeting must submit all cheques, post-dated for the approved dates, with the initial payment on or before March 15th of that year.
- (b) for unworked hours on or around the start of the new fiscal year. Each Member shall pay the amount indicated on the invoice delivered to him or her in full on or before the date stipulated on the invoice.
- (c) for all other fees, dues, charges or other debts or liabilities to the Club as they arise. Each Member shall pay the amount indicated on the invoice delivered to him or her in full on or before the date stipulated on the invoice.

12.03 Failure to Pay. If a Member does not pay the full amount of the invoice as provided for herein, the Member's name will be posted on Club premises. The directors shall provide a notice in writing to the Member that payment has not been received and may levy a financial penalty to be determined annually by the directors.

If the outstanding account is not then paid within seven (7) days after the date on which the notice is received by the Member and in the absence of any approved agreement with the directors, such Member shall automatically cease to be a Member.

12.04 New Members. Subject to the provisions of section 12.02(a), persons who are accepted for membership on or before July 31st in a year shall pay the full amount of the dues and fees payable for that year in respect of the category of membership that he or she has applied for. Persons who are accepted for membership on or after August 1st in a year shall pay fifty (50%) percent of the annual membership dues and two-thirds (67%) of the annual fees. New Members shall make full payment of the dues and fees payable by them within fifteen (15) days of acceptance of their application for membership.

12.05 Lien on a Boat. The Club shall have a lien on the boat or boats of a Member or other person which is moored or stored on the Club Premises to secure payment of any indebtedness or other liability owing by him or her to the Club and the Club may impound such boat and refuse to permit such Member or other person to use or to remove same until such time as all indebtedness or liability of the Member or other person to the Club has been fully satisfied. In the event that such indebtedness or other liability of the Member or other person remains unsatisfied for ninety (90) days following the giving of a demand by the Club to the Member or other person to satisfy same, then the directors may sell, or cause to be sold, the boat. The lien hereby created shall survive any termination of the membership of a Member in the Club and/or of a license to moor at Club Premises of any person who is not a Member, and may be enforced by any officer, director or other authorized representative of the Club without any liability whatsoever being incurred by the Club, its officers, directors or representatives. Any costs or expenses (including, without limitation, legal fees and disbursements) incurred by the Club to enforce or to realize upon said lien shall form part of said indebtedness or liability payable by such Member and accordingly shall be secured by said lien. In the event that the boat is sold in accordance with this provision, the balance remaining after deduction of all amounts owed to the Club shall be paid to the Member or other person having been permitted to moor or store his or her boat on Club Premises.

ARTICLE 13
MOORING OF BOATS

13.01 Launch, Haulout and Storage of Boats. No boat shall be launched or hauled out by the Club or stored on Club Premises unless the owner, or a co-owner thereof, is the holder of a Wet Debenture and is a Member in good standing. With the exception of unforeseen circumstances, a Member who does not intend to launch his or her boat must notify the directors in writing on or before March 15th of that year. The failure of a Member to comply with this provision *may* result in the Member being liable for payment of all fees and dues incurred with respect to the launch of his or her boat.

13.02 Mooring Policy.

- (a) Moorings are the property of the Club and are assigned each year to specific Members for the accommodation of specific and approved boats. No Member may moor any other boat in a space assigned to him or her without the prior consent of the directors.
- (b) Mooring assignments, with the exception of winter liveaboards, are valid from May 1st to October 31st each year, or as may be otherwise determined by the directors.
- (c) Subject to availability of space, the payment of all required fees and dues and the acceptance of a specific boat for mooring, a Senior Member who is the owner or co-owner of a boat may moor or store such boat at Club Premises provided always that such member and such boat comply with the By-laws of the Club and the Rules & Regulations as may from time to time be promulgated by the directors. Any Member in good standing who has been denied a mooring for a boat at the Club, except because of lack of availability, shall have the right to appeal such denial to the directors in accordance with the procedures set out in Article 4.17.

13.03 Mooring Procedures. Reference Rules & Regulations for standard operating procedures including, but not limited to:

- (a) Application for First-Time Mooring of a Boat;
- (b) Re-Application for Mooring;
- (c) Conditions of Mooring;
- (d) Temporary Mooring;
- (e) Waiting Lists;
- (f) Boat Size; and
- (g) Seniority Points.

13.04 Assignment of Moorings. No Member has any right to any particular wet mooring or dry storage. The assignment of moorings will be made at the discretion of the Harbourmaster, who shall take into account, among other things, the mooring used by the Member in prior seasons, the needs of each and every Member and the best interests of the Club and its membership as a whole.

13.05 Transferability of Moorings. Subject to the provisions of this By-law, Moorings shall not be transferable either in whole or in part.

13.06 Co-owned Boats. The following provisions shall be applicable to any boat moored at the Club having more than one owner:

- (a) the boat must be registered with the Club as a co-owned boat and full particulars of the names, addresses and the respective interests of all the co-owners of the boat (and any subsequent changes thereto) must be delivered in writing to the Secretary;

- (b) there may not be more than (3) co-owners of any boat and each co-owner of any boat must own at least a twenty-five percent (25%) interest therein;
- (c) save in the case where a boat is co-owned by Spouses or co-owned by a Senior Member and an Associate Member designated by that Senior Member, all the co-owners of a boat, who are not Senior Members or Associate Members, must have been accepted as fully qualified Social Members and each co-owner must have paid all applicable initiation, annual or other fees required to be paid by his or her class of membership before such boat may be moored or stored at the Club Premises;
- (d) the co-owners of a boat shall designate one of them in writing as the "Designated Owner" and shall file such designation with the Secretary, such designation to continue in effect until changed in writing by all of the co-owners of such boat. A co-owned boat may not be moored at the Club Premises until a Designated Owner has been named;
- (e) insurance maintained on a co-owned boat must name each co-owner as a named insured;
- (f) if a co-owner ceases for any reason to be a Member, such co-owner's interest shall, in the absence of the filing with the Club of information to the contrary and the designation (or re-designation) of a Designated Owner, be considered to have been acquired *pro rata* by the other co-owners, provided that no co-owner, simply by becoming the single owner of a previously co-owned boat does not thereby become entitled to a Mooring unless such new single owner has been an owner or co-owner of a boat moored at the Club for at least the preceding thirty six (36) full calendar months (it being the intention of this proviso that co-owners of a boat may not avoid or circumvent the provisions of section 13.05 of this By-law) and if any co-owner or former co-owner contravenes the requirements of this section, the directors may require the Debenture of the owner of the boat to be redeemed by the Club whereupon such co-owner shall cease to be a Senior Member and the relevant boat shall forthwith be removed from the Club Premises;
- (g) the interest of a co-owner in a co-owned boat may be assigned to a third party who otherwise qualifies as an Associate Member or a Social Member, but if an aggregate of more than forty percent (40%) interest in a co-owned boat is assigned (in one or more transactions taking place within a period of eighteen (18) months) to parties other than a Spouse or Spouses of any of the co-owners or in accordance with the provisions of section 14.05, the co-owned boat shall be deemed to have been transferred to non-Members and shall cease to be qualified to be moored at the Club Premises, it being the intention of this proviso to prevent the circumvention of the provisions and intent of section 13.05;
- (h) if the right of one co-owner to moor a boat is terminated as a result of disciplinary action taken against that co-owner, the right of all co-owners of that boat to moor the boat shall also be terminated, provided that each other co-owner of such boat was sent copies of any notices sent to the disciplined co-owner and that each of the other co-owners of such boat were given the opportunity to appear and be heard at the same disciplinary hearing that the disciplined co-owner was subject.

ARTICLE 14 **DEBENTURES**

14.01 **General.** As a condition of Membership, each Class W Member must subscribe and pay for a Class W Debenture and each Class D Member shall subscribe and pay for a Class D Debenture. Forthwith upon the acceptance of the prospective Member's application for membership and its receipt of payment of the subscription price, the Club will issue the Debenture to the prospective Class W Member or the Class D Member, as the case may be.

14.02 Amount for Debenture. The principal amount to be paid for a Class W Debenture and a Class D Debentures shall be determined by the directors from time to time; provided however that in the case of a Class W Debenture, the principal amount shall be fixed at not less than \$2,000.00, and in the case of a Class D Debenture, the principal amount shall be fixed at not less than \$500.00.

14.03 Debenture Redemption. All Debentures are non-interest bearing and are redeemable by the Club provided that there is an Applicant for Membership to whom a Debenture can then be issued, and that said Applicant fully qualifies and is accepted as a Senior Member by the directors. Debentures are redeemable at their original subscription price except for any and all unpaid fees, dues or other charges owing to the Club including any costs, expenses and legal fees incurred by the Club in enforcing its rights and remedies as against a Member which shall be deducted from the amount of the Debenture to which that Member is related prior to redemption by the Club.

14.04 Transferability of Debenture. No Debenture shall be transferable either in whole or in part, provided however that upon written request and in such circumstances as the directors may see fit, the directors may authorize, upon such terms as it considers advisable, the transfer of a Debenture along with the right to continue to occupy a Mooring, as the case may be, to a member of the Immediate Family or to a former Spouse of a Senior Member.

14.05 Death of Debenture Holder.

- (a) In the event of the death of a holder of a Debenture, the Debenture and the Mooring held by the deceased Member may be transferred to the Spouse or another member of the Immediate Family of the deceased Member who qualifies as a Senior Member (in this section called a “**Transferee**”) and the Transferee shall become a Senior Member provided that the Transferee meets the qualifications to be a Senior Member, pays all outstanding fees and dues owing by the deceased Member and agrees to be bound to all of the obligations of a Senior Member to the Club. Provided also that the Mooring may only be transferred to the Transferee if he or she can demonstrate that he or she has title to the boat owned by the Deceased Member located on the Club Premises.
- (b) The Spouse of a deceased Member, if any, shall have the first right to a transfer of the Debenture and the Mooring in priority to any member of the Immediate Family, who qualifies as a Senior Member, of the Deceased Member. If the Spouse of a deceased Member does not wish to accept a transfer of the Debenture and Mooring, they shall then be made available to the other members of the Immediate Family of the deceased Member and the Club shall transfer the Debenture and the Mooring to such members of the Immediate Family of the deceased Member in accordance with a written direction signed by all of adult Members of the Immediate Family of the deceased Member other than his or her Spouse. If such written direction is not received by the Secretary of the Club, in form satisfactory to the directors, before the end of the then current boating season, the principal amount of the Debenture shall be repaid to the estate of the deceased Member, the Debenture shall be surrendered to the Club for cancellation and the Mooring shall be available for re-allocation for the next following boating season.
- (c) If the Spouse and other members of the Immediate Family of a deceased Member do not wish to accept a transfer of the Debenture, then the Debenture shall be surrendered to the Club for redemption and the Mooring shall, as at the end of the then current boating season, become available for re-allocation.

14.06 Dealing with Debentures. The Club may only deal with Debentures as required under this By-law or by law or upon written instructions signed by all registered holders of the Debenture.

14.07 Registration of Debentures. Subject only to the provisions of section 14.05, a Debenture may not be registered in the name of more than one person.

ARTICLE 15
LIABILITY AND INDEMNITY OF DIRECTORS AND OTHERS

15.01 Limited Liability of Directors and Committee Members. Subject to any applicable law, no director or committee member shall be liable for the acts, receipts, neglects or defaults of any other director or committee member or for joining in any receipts or other act for conformity or for any loss or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by order of the directors or any committee for and on behalf of the Club or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Club shall be deposited, or for any loss occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her office or in relation thereto unless the same shall happen through his or her own willful neglect or misconduct.

15.02 Club to Indemnify Directors and Committee Members. Every director and member of every committee and his or her heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Club, from and against:

- (a) all costs, charges and expenses whatsoever which he or she sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever, made, done, or permitted by him or her in or about the execution of the duties of his or her office;
- (b) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof; and
- (c) except such costs, charges or expenses as are occasioned by his or her own willful neglect or misconduct.

15.03 No Liability of Club. The basic concept of the Club and the provision of services and facilities (including, without limitation, volunteer or paid labour) by the Club is that none of the Club, its directors, employees or representatives (other than a representative, whether or not a Member, carrying out services as an independent contractor) accepts, and shall not be construed to accept, any liability for any costs, expenses, claims, damage or other liability of any nature whatsoever incurred or claimed by any Member or guest of a Member or other person permitted to use Club Premises with respect to the use or provision of any such services or facilities or any use whatsoever of the Club Premises, equipment, facilities or services. In particular, but without limiting in any way the generality of the foregoing:

- (a) the Club does not act as bailee of the personal property of the Members and/or their guests and/or other persons permitted to use Club Premises and shall not be responsible for the loss or damage, including damage by fire, to personal property of a Member or guest or other person which is left at or stored in any space or facility on the Club Premises or other premises over which the Club has control, including but not limited to, a dock, Mooring, locker, Club building, shed or storage facility, winter storage area or dry storage area, made available for use by Members or guests or other persons permitted to use Club Premises regardless of whether such space or facility is specifically assigned or rented for a fee to a Member or other person or is available for use by Members and/or guests generally;
- (b) the Club makes no representation or warranty with respect to the safety, fitness, condition or capacity of any storage area, Mooring, building, facility or plant or hoisting or other equipment which are made available for use by Members or guests or other permitted persons which are used solely at his or her own risk;

- (c) the Club is a “self-help” club and, as such, Members may from time to time perform services related to the maintenance and/or operations of the Club, including, without limitation, masting and demasting of boats; inspection and repairs of docks and other facilities; haul-out and launch of boats; and movement and storage of boats, cradles and related equipment. All such services are rendered on a strictly volunteer basis and no Member rendering same shall be, or be construed to be, an employee, agent or representative of the Club, and, as such, no Member has power to bind the Club. It is further acknowledged that the issuance of “scrip” or similar material and or the payment of additional fees to the Club by those who do not actually satisfy the Annual Quota by their efforts is for the sole purpose of offering incentive to Members to participate in the Club's volunteer scheme, and shall under no circumstances constitute any Member as an employee of the Club. If a Member, in his or her discretion, decides to participate in said volunteer scheme, through the use of a permitted third party who is not a Member, such Member hereby agrees to and does indemnify and save harmless the Club, its directors, officers, employees and representatives (other than a representative, whether or not a Member, carrying out services as an independent contractor) from and against any claims, damages, costs (including legal fees and disbursements), expenses or liability of any nature whatsoever incurred, or suffered by any of them and relating in any way to such participation by such third party;
- (d) any Member participating in any activity, event or service offered by the Club and/or using any service, equipment or facility of the Club does so at his or her sole risk and hereby releases the Club from any and all loss, liability or damages suffered or sustained by such Member by reason of or as a result of the participation in any activity, event or service offered by the Club and/or using any service, equipment or facility of the Club, including, without limitation, any personal injury sustained by a Member and the death of a Member; and
- (e) the provisions of sub-articles (a), (b), (c), and (d) of this section shall apply even though the loss or damage complained of may have resulted from negligence on the part of the Club or its directors, officers, agents, representatives, employees, servants or agents or of any other person for whose negligence the Club might otherwise be legally responsible.

ARTICLE 16 **NOTICES**

16.01 **Service.** Except as otherwise stated herein, any notice to be given to any Member or director or auditor shall be delivered either personally, by facsimile transmission or by sending it through the mail in a prepaid envelope or wrapper or registered mail addressed to such member, director or auditor at his or her facsimile number or address as the same appears in the books of the Club or, if no facsimile number or address be given therein, then to the last facsimile number or address of such member, director or auditor known to the Secretary of the Club. With respect to every notice sent by mail, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into a Post Office or into a Post Office letterbox. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by mail, on the 5th day following the deposit thereof in the mail and, if given by facsimile transmission, on the day following the date of transmittal thereof.

16.02 **Signatures to Notices.** The signature to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

16.03 **Computation of Time.** Where a given number of days notice or notice extending over any period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided herein, not be counted in such number of days or other period and, if the notice relates to the date of a meeting or other event, the day on which the meeting or other event is to be held shall be counted in such number of days.

16.04 **Proof of Service.** The statutory declaration of the Secretary or of a Flag Officer that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice and shall

be binding on every member, director, officer or auditor of the Club, as the case may be.

16.05 **Errors in Notice.** Except for an error or omission as to the date, time or place for a meeting, no error or omission in a notice for a meeting of the directors or the Members shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting.

ARTICLE 17
CHEQUES, DRAFTS, NOTES, ETC.

17.01 All cheques, bills of exchange and other orders for the payment of moneys, notes, or other evidences of indebtedness issued in the name of the Club, shall be signed by any one of the Flag Officers together with the Treasurer or another Flag Officer provided however that all reasonable efforts shall be made to attempt to have one of such signing officers be the Treasurer. Notwithstanding the foregoing, the directors may at any time and from time to time direct the manner in which the foregoing instruments shall be signed.

ARTICLE 18
EXECUTION OF DOCUMENTS

18.01 All contracts, documents or instruments in writing requiring the signature of the Club may be signed by a Flag Officer together with any other director of the Club and all contracts, documents or instruments in writing so signed shall be binding upon the Club without any further authorization or formality. The directors may from time to time appoint any director or any person or persons on behalf of the Club to sign and deliver on behalf of the Club any contracts, documents or instruments in writing. The corporate seal of the Club may, when required, be affixed to contracts, documents or instruments in writing signed as aforesaid or by any director or person or persons appointed by the directors.

ARTICLE 19
MINUTES OF BOARD OF DIRECTORS AND COMMITTEES

19.01 The Secretary shall record the proceedings of all meetings of the directors and retain a master set of all approved minutes. The Secretary shall distribute copies of recent minutes to all directors for review and approval at the next scheduled meeting of the directors. Approved Minutes shall be posted for a period of two months on Club premises. The Board retains the right to omit any and all reference to litigious issues and personal information from posted Minutes. Any Member may obtain a copy of posted Minutes through a request in writing to the Secretary.

ARTICLE 20
FISCAL YEAR

20.01 The fiscal year end of the Club shall be the 30th day of November in each year until changed by a resolution of the directors in accordance with the Act.

ARTICLE 21
AMENDMENT OF BY-LAWS

21.01 The By-laws of the Club not embodied in the letters patent may be repealed or amended by by-law or a new by-law may be enacted to amend or repeal an existing By-law by the affirmative vote of a majority of the directors at a meeting of the board of directors and sanctioned by the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote at Members' Meetings at a meeting duly called for the purpose of considering the said by-law. A copy of any by-law to be sanctioned at a Members' Meeting (including a by-law which amends or repeals an existing by-law) shall be sent to every member of the Club with the notice of such meeting.

ARTICLE 22
AUDITORS

22.01 The Members shall, at each Annual Meeting, empower the directors to appoint an auditor to audit the accounts and annual financial statements of the Club for report to the Members at the next Annual Meeting. The auditor shall hold office until the close of the next Annual Meeting provided that the directors may fill any casual vacancy in the office of the auditor. Remuneration of the auditor shall be fixed by the directors.

ARTICLE 23
BOOKS AND RECORDS

23.01 The directors shall see that all necessary books and records of the Club required by the By-laws of the Club or by the Act or by law are regularly and properly kept.

ARTICLE 24
RULES AND REGULATIONS

24.01 The directors may prescribe such rules and regulations not inconsistent with these By-laws and the Act relating to the management and operation of the Club as they deem expedient, provided that such rules and regulations shall have force and effect only until the next Members' Meeting when they shall be confirmed, and failing such confirmation at such Members' Meeting, shall at and from that time cease to have any force and effect.

ARTICLE 25
MISCELLANEOUS

25.01 **Winter Liveaboards.** The board will approve a maximum of six (6) winter liveaboards in accordance with established policy. A Member in good standing wishing to liveaboard must qualify and apply annually to the directors as prescribed in the Rules & Regulations.

25.02 **Insurance.** All Members mooring and/or storing vessel(s) on Club Premises, and all other persons licensed or permitted to moor and/or store a vessel(s) on Club Premises shall obtain and maintain in force insurance coverage for property damage and third party personal injury liability in at least such amounts and containing such conditions as the directors may from time to time stipulate.

- (a) Such liability insurance shall in any event be in at least the amount of two million Canadian dollars (\$2,000,000.00) per occurrence, and shall contain a cross-liability clause of standard wording.
- (b) Proof of such insurance, in such form as the directors may from time to time require, shall be provided before a Member will be entitled to launch, moor or store a vessel on Club Premises.
- (c) Proof of insurance required under this section must be submitted with the application for membership to the Club.
- (d) It is the responsibility of the Member to immediately notify the Secretary in writing of any change to insurance policy or coverage under this section together with a copy of the insurance documents.
- (e) Any Member participating in the Club Fleet Racing Program must provide the Fleet Captain with proof of applicable insurance as deemed necessary and appropriate by the Fleet Committee.

25.03 **Registration, Licensing and Ownership.** No Member may moor a boat on Club premises unless that vessel is registered and/or licensed in accordance with applicable law. The directors may, at their discretion, request proof of ownership and/or title of a Member's vessel.

25.04 **Applicability to Guests.** To the extent applicable, the provisions contained in this By-law and any

other By-laws or Rules and Regulations of the Club shall apply to the guests of any Member of the Club.

ARTICLE 26
EFFECTIVE DATE AND REPEAL

26.01 This By-law comes into force upon confirmation by the Members in accordance with the Act. Upon this By-law coming into force, all previous by-laws of the Club inconsistent with this By-law are repealed provided that such repeal shall not affect the previous operation of such by-laws so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under any contract or agreement made pursuant to any such by-law prior to its repeal.

ENACTED this 30th day of March 2004.

ORIGINAL UNDER SEAL

WITNESS the Corporate Seal of the Club.

Original signed under Seal _____
Dawn E. Gardham, Commodore

Original signed under Seal _____
Michael Pullen, Secretary