

NORTH YORK WINTER TENNIS CLUB BY-LAWS

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NORTH YORK WINTER TENNIS CLUB (THE “CLUB”)
BY-LAW NUMBER 2

WHEREAS the Club, formerly known as the North York Tennis Association Winter Tennis Club, was incorporated by Letters Patent issued on August 20, 1990, as amended by Supplementary Letters Patent issued on December 3, 2013, and as further amended by Supplementary Letters Patent issued on February 10, 2017 pursuant to the *Corporations Act* (Ontario);

AND WHEREAS the Members and the Directors of the Club enacted general by-laws to govern the affairs of the Club as amended from time to time, the most recent by-laws enacted on December 8, 2020;

AND WHEREAS the *Not-for-Profit Corporations Act, 2010* (Ontario) (the “**Act**”) was enacted and proclaimed into force on October 19, 2021. The Act provides a three-year transition period for not-for-profit corporations in Ontario previously governed by the *Corporations Act* (Ontario) to make necessary changes to their governing documents to comply with the Act.

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

ARTICLE ONE - INTERPRETATION

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

ACT means the *Not-for-Profit Corporations Act, 2010* (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;

ARTICLES means the original or restated letters patent or supplementary letters patent, articles of incorporation or articles of amendment, amalgamation, continuance, arrangement, dissolution, reorganization, or revival of the Club;

BOARD means the board of directors of the Club;

CLUB means the North York Winter Tennis Club, a corporation incorporated under the laws of Ontario;

DIRECTOR means a member of the Board;

DUES means the dues payable annually or monthly by Members of the Club as established by the Board from time to time as described in section 3.04;

FEES means the fees payable by Members of the Club as established by the Board from time to time as described in section 3.05;

MANAGER means an employee appointed as the manager of the Club as described in section 7.04;

MEMBER means a member of the Club;

MEMBERS means the collective membership of the Club;

OFFICER means an officer of the Club;

ORDINARY RESOLUTION means a resolution submitted to a meeting of Members duly called for the purpose of considering the resolution and passed at the meeting, with or without amendment, by at least a majority of the votes cast, or a resolution consented to by each Member entitled to vote at a meeting of Members;

SPECIAL RESOLUTION means a resolution submitted to a special meeting of Members duly called for the purpose of considering the resolution and passed at the meeting, with or without amendment, by at least two-thirds of the votes cast, or a resolution consented to by each Member entitled to vote at a meeting of the Members; and

TELEPHONIC OR ELECTRONIC MEANS means any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, voice mail, fax, email, an automated touch-tone telephone system, computer or computer

networks.

1.02 Variations in Number and Gender. Words indicating the singular include the plural and vice versa; words indicating the masculine gender include the female and neuter genders; and words indicating persons include individuals, bodies corporate and unincorporated organizations.

ARTICLE TWO - BUSINESS OF THE CLUB AND GENERAL

2.01 Purpose. The Club shall provide covered tennis facilities suitable for winter tennis, may provide covered facilities suitable for year-round tennis, and shall promote the sport of tennis in the North York Division community in accordance with the purposes set out in the Articles.

2.02 Registered Office. The registered office of the Club shall be located within the City of Toronto, North York Division, in the Province of Ontario, at the location specified in the Articles or at such location therein as determined by the Board by resolution or special resolution from time to time.

2.03 Seal. The corporate seal of the Club, if any, shall be in the form impressed on this by-law as authorized by the Board.

2.04 Financial Year. The financial year of the Club shall end on the 30th day of June in each year or as determined by the Board from time to time by resolution.

2.05 Banking Arrangements. The banking business of the Club shall be transacted with such chartered bank and/or other financial institution as may from time to time be designated by the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of power as the Board may from time to time prescribe or authorize.

2.06 Execution of Instruments. Assignments, certificates, contracts, deeds, obligations, transfers and other instruments shall be signed on behalf of the Club by any two (2) Officers or any one (1) Officer and the Manager or by such Directors as the Board may designate, direct or authorize from time to time by resolution, and the corporate seal, if any, shall be affixed to such instruments as required by same.

Cheques shall be signed by two (2) persons: either two (2) Directors authorized annually by the Board, or a duly authorized Director and a staff person or employee of the Club authorized annually by the Board.

2.07 Borrowing and Securities. The Board on behalf of the Club may from time to time;

- a) borrow money on the credit of the Club;
- b) issue, reissue, sell or pledge debt obligations of the Club;
- c) give a guarantee on behalf of the Club to secure performance of an obligation of any person; and,
- d) mortgage, pledge or otherwise create a security interest in all or any property of the Club, owned or subsequently acquired, to secure any obligation of the Club.

2.08 Financial Reserves. The Club shall out of its revenue annually, appropriate sufficient funds for the replacement and repairs of its air supported structures, machinery, furnaces, equipment, buildings and courts as deemed necessary and sufficient by the Board.

The Club may set aside further reserves for other purposes as determined and approved by the Board.

2.09 Dissolution. In the event of dissolution of the Club, and after payment of all debts and liabilities, its remaining property shall be distributed or disposed of in accordance with the Act and the Articles.

2.10 Books and Records. The Directors shall see that all necessary books and records of the Club required by this by-law or the Act are regularly and properly kept in any form, provided that such records are capable of being reproduced in an accurate and intelligible form within a reasonable time.

2.11 Severability and Precedence. The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law. If any of the provisions contained in the by-law are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act, as the case may be, shall prevail.

ARTICLE THREE - MEMBERSHIP OF THE CLUB

3.01 Membership. The membership shall consist of individuals interested in furthering the Club's purposes as are admitted as Members by resolution of the Board.

There shall be two (2) classes of membership:

- (a) **Adult Members**, being individuals at least the age of eighteen (18) or over as of October 1st of the current year, or such other date as the Board may determine from time to time. Adult Members shall be entitled to notice of and attend all meetings of Members. Each Adult Member shall be entitled to one (1) vote at all meetings of Members of the Club; and,

- (b) **Junior Members**, being individuals under the age of eighteen (18) as of October 1st of the current year, or such other date as the Board may determine from time to time. Junior Members shall be entitled to notice of and attend all meetings of Members. Each Junior Member shall not be entitled to vote at such meetings of Members of the Club.

The Club shall accept applications for memberships from any resident and/or taxpayer of the City of Toronto. Membership terms shall be for one (1) year, and the Club shall offer membership renewals to the previous year's Members in good standing in the subsequent year prior to accepting new Members. In the case of new memberships, applications from City of Toronto residents shall be given priority over any applications from non-residents.

The Club shall accept applications for memberships until the membership has been closed. At such time, a waiting list shall be established. The Club shall notify the North York Division director in writing prior to membership being closed and a waiting list being established. The waiting list shall be kept in strict sequence by the date the application is received and shall be available upon request.

Each Member shall promptly be informed by the Club of their admission as a Member of the applicable class and of the Dues and Fees payable, if any, by such Member from time to time.

Membership may only be transferred to the Corporation.

3.02 Playing Privileges. Members, having paid all current Dues and Fees, if any, and upon payment of such Dues and Fees as prescribed from time to time, shall be entitled to playing privileges and the use of the Club facilities for the period from mid-October of the current year until mid-April of the subsequent year. If the Club operates year-round facilities, the Club may charge court fees for use of its facilities from mid-April to mid-October.

3.03 Resignation, Termination or Suspension of Membership. Membership is ceased when a Member dies or resigns; the Member's term of membership expires; Member has not paid their Dues and Fees as described in section 3.04 and section 3.05 herein; the Member is otherwise terminated in accordance with the Articles or this by-law; or the Club is liquidated and dissolved under the Act.

Membership may be suspended or terminated by a majority vote of the Board for non-compliance with this by-law or written policies of the Club, carrying out any conduct that may be detrimental to the Club as determined by the Board in its sole and absolute discretion, and for any other reason that the Board acting in good faith considers to be fair and reasonable having regard to the purposes of the Club. In such event the Club shall notify such Member in writing of the reason for suspension or termination at least fifteen (15) days prior to their suspension or termination. The Member shall be given an opportunity to respond by written submission with the right to appear before the Board not less than five (5) days before the suspension or termination of membership becomes effective.

Members may resign their membership by notice in writing which shall be effective upon acceptance thereof by the Board. In the event that any refund of the balance of Dues or Fees is applicable, any outstanding Dues or Fees from the resigning Member shall be deducted from the refund before payment to the Member. The Club may also deduct an administrative fee on any refund of Dues or Fees.

Any Member who has resigned or whose membership has been suspended or terminated, shall remain liable for payment of all outstanding Dues and Fees and obligations to the Club.

Subject to the Articles, upon any termination of membership, the rights of the Member, including any rights in the property of the Club, automatically cease to exist.

3.04 Dues. Dues are payable annually for membership of the Club and shall be as determined from time to time by resolution of the Board with respect to each class of membership. Dues shall be paid, in advance, no later than the 1st day of May in each year or on such other date as determined by the Board from time to time and any Member in default of such payment on the 1st day of May or on such other date as determined by the Board from time to time shall thereupon cease to be a Member of the Club in accordance with section 3.03 herein, but any such Member may, on payment of their unpaid Dues, be reinstated provided that the Club has not reached its maximum membership complement at the time reinstatement is requested.

3.05 Fees. Fees are the amounts, as determined by resolution of the Board from time to time, which are payable by each Member in respect of playing privileges and the use of the Club's facilities. Fees are payable when billed, and if not so paid the Club may suspend the membership of the Member in default in accordance with section 3.03 herein, but any suspended Member may be reinstated on full payment of all unpaid Fees. In the case of a Member's severe delinquency in payment, the Board, by a majority vote, may terminate the membership of such Member in accordance with section 3.03 herein and such Member may thereafter only be reinstated with the approval of the Board.

ARTICLE FOUR - MEETINGS OF MEMBERS

4.01 Annual Meetings. The annual meeting of Members shall be held no later than fifteen (15) months after holding the preceding annual meeting at a time; if applicable, place; and date determined by the Board and stated in the notice of the meeting.

4.02 Special Meetings. The Board may at any time call a special meeting of Members for the transaction of any business, the special nature of which is specified in the notice calling the meeting in sufficient detail to permit a Member to form a reasoned judgment on the business and state the text of any special resolution to be submitted to the meeting. A special meeting of Members may also be called by the Adult Members as provided in the Act.

4.03 Remote Members Meetings. Subject to the provisions of the Articles, if any, a meeting of the Members may be held entirely by one (1) or more telephonic or electronic means or by any combination of in-person attendance and by one (1) or more telephonic or electronic means, and it must enable all persons entitled to attend the meeting to reasonably participate. A person who, through telephonic or electronic means, votes at or attends a meeting of the Members is deemed for the purposes of this Act to be present at the meeting.

4.04 Agenda. The agenda of an annual meeting shall include:

- (a) Report of the President;
- (b) Report of the Treasurer;
- (c) Consideration of financial statements;
- (d) Report of the auditor or person who has been appointed to conduct a review engagement;
- (e) Reappointment or appointment of auditor or a person to conduct a review engagement for the coming year;
- (f) Report of the Manager;
- (g) Election of Directors; and
- (h) Such other or special business as may be set out in the notice of meeting.

No other item of business shall be included on the agenda for annual meeting unless a Member has given notice to the Club of any matter that the Member proposes to raise at the meeting in accordance with the Act, so that such item of new business can be included in the notice of annual meeting.

4.05 Notices. Notice of an annual or special meeting including an agenda shall be sent to each Member not less than ten (10) days and not more than fifty (50) days before the time fixed for the holding of such meeting in accordance with section 9.01 herein.

4.06 Persons Entitled to Be Present. The persons entitled to be present shall be the Members in good standing, management staff, the auditor or the person appointed to conduct a review engagement, the Directors, and any other person invited by resolution of the Board.

4.07 Quorum. For the transaction of business at any meeting of Members, the quorum shall be

ten (10) Adult Members in-person or by proxy.

4.08 Right to Vote. Each Adult Member in attendance or their duly appointed delegate by proxy shall have a vote at any annual or special meeting provided that all Dues or Fees, if any, then payable are paid by such Member and such Member is in good standing.

4.09 Voting Procedure. At all meetings of Members, every question shall be decided by ordinary resolution by the Adult Members present in person or represented by proxy unless otherwise required by this by-law or the Act. Every question shall be decided in the first instance by a show of hands unless a ballot is demanded by a Adult Member present or represented by proxy. Upon a show of hands, and unless a ballot is demanded, a declaration by the Chair/President that a resolution has been carried or not carried and an entry to that effect in the minutes of the Club shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.

If a ballot is demanded and not withdrawn, the question shall be decided according to the Act and this by-law by the Adult Members present in person or represented by proxy, and such ballot shall be taken in such manner as the Chair/ President shall direct. The result of such ballot shall be deemed the decision of the Club in meeting upon the matter in question. In case of an equality of votes at any meeting, whether by a show of hands or by a ballot, the Chair/President shall be entitled to a casting vote only.

4.10 Scrutineers. At each meeting of Members, scrutineers may be appointed by a resolution of the Board or by the Chair/President.

4.11 Adjournments. Any meeting of the Members of the Club may be adjourned at any time, and from time to time and the Club may transact any business that may have been transacted at an adjourned meeting as might have been transacted at the original meeting. No notice shall be required if a meeting of the Members is adjourned by one (1) or more adjournments for an aggregate of less than thirty (30) days , other than by announcement of all of the following at the time of an adjournment:

1. The time of the continued meeting.
2. If applicable, the place of the continued meeting.

3. If applicable, instructions for attending and participating in the continued meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to the Adult Members entitled to vote at the meeting. If, after the adjournment, a new record date is fixed for the Adult Members entitled to vote at the adjourned meeting, the Board shall give notice of the new record date and notice of the adjourned meeting to each Adult Members entitled to vote at the adjourned meeting in accordance with the Act and the by-laws. Adjournment may be made notwithstanding that no quorum is present.

4.12 Proxies. An Adult Member entitled to vote at a meeting of Members may vote by proxy by appointing in writing a proxyholder, and one (1) or more alternative proxyholders, who are not required to be Members, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it subject to the following requirements:

- (a) A proxy is valid only at the meeting in respect of which it is given or at a continuation of that meeting after an adjournment.
- (b) An Adult Member may revoke a proxy by depositing an instrument or act signed by the Member or by their agent or mandatary:
 - (i) at the registered office of the Club no later than the last business day before the day of the meeting, or the day of the continuation of that meeting after an adjournment of that meeting, at which the proxy is to be used; or
 - (ii) with the Manager on the day of the meeting or the day of the continuation of that meeting after an adjournment of that meeting.
- (c) A proxyholder or alternative proxyholder has the same rights as the Adult Member by whom the proxyholder was appointed, including the right to speak at a special meeting of Members in respect of any matter, to vote by way of ballot at the meeting, to demand a ballot at the meeting and, except where the proxyholder or an alternative proxyholder has conflicting instructions from more than one (1) Member, to vote at the meeting by way of a show of hands.
- (d) If a form of proxy is created by a person other than the Member, the form of proxy will:
 - (i) indicate in boldface type, (A) the meeting at which it is to be used; (B) that the Adult Member may appoint a proxyholder, other than a person designated in the form of proxy, to attend and act on the Adult Member's

- behalf at the meeting; and (C) instructions on the manner in which the Adult Member may appoint the proxyholder;
- (ii) contain a designated blank space for the date of the signature;
 - (iii) provide a means for the Adult Member to designate some other person as proxyholder, if the form of proxy designates a person as proxyholder;
 - (iv) provide a means for the Adult Member to specify that the membership registered in their name is to be voted for or against each matter, or group of related matters, identified in the notice of meeting, other than the appointment of an auditor or a person to conduct a review engagement and the election of Directors;
 - (v) provide a means for the Adult Member to specify that the membership registered in their name is to be voted or withheld from voting in respect of the appointment of an auditor or a person to conduct a review engagement or the election of Directors; and,
 - (vi) state that the membership represented by the proxy is to be voted or withheld from voting, in accordance with the instructions of the Adult Member, on any ballot that may be called for and that, if the Adult Member specifies a choice under section 4.12(d)(iv) or section 4.12(d)(v) with respect to any matter to be acted on, the membership is to be voted accordingly.
- (e) A form of proxy may include a statement that, when the proxy is signed, the Adult Member confers authority with respect to matters for which a choice is not provided in accordance with section 4.12(d)(iv) only if the form of proxy states, in boldface type, how the proxyholder is to vote the membership in respect of each matter or group of related matters.
- (f) If a form of proxy is sent in electronic form, the requirements that certain information is to be set out in boldface type are satisfied if that information is set out in some other manner so as to draw the addressee's attention to the information.
- (g) A form of proxy that, if signed, has the effect of conferring a discretionary authority in respect of amendments to matters identified in the notice of meeting or other matters that may properly come before the meeting must contain a specific statement.

ARTICLE FIVE - BOARD OF DIRECTORS

5.01 Board of Directors.

- (a) The Board shall consist of between six (6) and eight (8) Directors. The Board shall be comprised of the fixed number of Directors within such range as determined from time to time by special resolution or, if the special resolution empowers the Board to determine the number, by resolution of the Board.
- (b) Any Adult Member of the Club in good standing, whether selected by the Board or by the nominating committee, may stand for election to the Board upon submitting a nomination form signed by twenty-five (25) Members of the Club and accompanied by the written consent of the nominee.

The names of individuals nominated by the nominating committee for election to the Board shall be presented to the Board for approval. Upon the Board's approval, the names of such individuals shall be sent to the Adult Members as candidates approved by the nominating committee.

All nominations shall be delivered to the Secretary of the Club not less than fifteen (15) days before the annual meeting of Members.

The immediate Past President of the Club shall, while holding such office, be a Director by virtue of their office and shall be entitled to notice of and to attend all meetings of the Board and shall be entitled to vote thereat. The remaining five (5) to seven (7) Directors shall be elected to hold office until the first annual meeting after they have been elected, until their successors have been duly elected and qualified, or until the earliest of their death, resignation, disqualification, or removal.

Each elected Director shall be eligible for re-election if otherwise qualified.

- (c) The Adult Members of the Club may by ordinary resolution at a special meeting of which notice specifying the intention to pass such resolution has been given, remove any Director,

provided they are not a Director by virtue of their office, before the expiration of their term of office.

- (d) Pursuant to the Act, an individual who is elected or appointed to serve as a Director, including those Directors serving by virtue of their office, is not a Director, and is deemed not to have been elected or appointed to hold office as a Director, unless the individual consents in writing to hold office as a Director before or within ten (10) days after the election or appointment.

5.02 Vacation of Office. The office of a Director shall be vacated upon the occurrence of any of the following events

- a) A receiving order is made against them, or they make an assignment under the *Bankruptcy and Insolvency Act*.
- b) An order is made declaring them to be a mentally incompetent person under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property or incapable of managing their affairs.
- c) They are removed from office by resolution of the Adult Members in accordance with section 5.01(c) herein.
- d) They resign office by notice in writing to the Chair/President, and such resignation, if not effective immediately, becomes effective in accordance with its terms.

5.03 Filling Vacancies, Board of Directors. A vacancy on the Board shall be filled as follows, and the Director appointed or elected to fill the vacancy holds office for the remainder of the unexpired term of the Director's predecessor:

- a) if the vacancy occurs as a result of the Adult Members removing a Director, the Adult Members may fill the vacancy by ordinary resolution;
- b) if there is not a quorum of Directors or there has been a failure to elect the number or minimum number of Directors set out in the Articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting or if there are no Directors in office, the meeting may be called by any Member; and
- c) a quorum of Directors may fill a vacancy among the Directors.

5.04 Quorum and Meetings, Board of Directors.

- (a) A majority of the Directors entitled to vote shall form a quorum for the transaction of business.
- (b) Except as otherwise required by law, the Board may hold its meetings at such place or places, if applicable, as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Directors are present and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting.

Board meetings may be formally called by the Chair/President or any Vice-President, or by the Secretary on direction in writing of two (2) Directors.

Notice of the time and, if applicable, place of the meeting so called shall be given to each Director not less than forty-eight (48) hours before the time when the meeting is to be held, in accordance with section 9.01 herein. A notice of a meeting of Directors need not specify a place of the meeting if the meeting is to be held entirely by one (1) or more telephonic or electronic means. If the Directors may attend a meeting by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

The statutory declaration of the Secretary or Chair/President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice.

The Board may appoint in advance a day or days in any month or months for regular meetings at an hour to be named and of such regular meetings no notice need be sent.

If a quorum of Directors is present, each newly elected or appointed Director may, without notice, hold a first Board meeting immediately following the annual meeting of the Club.

(c) The Directors may consider or transact any business either special or general at any meeting of the Board.

5.05 Powers and Responsibilities of The Board The Board shall manage or supervise the management of the activities and affairs of the Club and may exercise all such powers and do all such things as may be exercised or done by the Club under this by-law, the Articles, and the Act.

The Board may, from time to time, make rules in respect of the conduct of Members and guests of the Club's facilities and the use of the Club's facilities.

5.06 Agenda of Business at Board Meetings. At each meeting of the Board, the Board shall receive and review the minutes of the last meeting of the Board, and in addition shall receive reports from the Chair/President and Treasurer, and from such other Officer or staff person of the Club as the Board shall determine and shall transact such other business as may properly come before the meeting.

5.07 Voting, Board of Directors. Matters arising at any meeting of the Board shall be decided by a majority of votes cast, excluding the Chair/President. In case of an equality of votes, the Chair/President, shall have a casting vote.

All votes at any such meeting shall be taken by ballot if so, demanded by any Director present, but if no such demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chair/President 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 further proof thereof and without proof of the number or proportion of the votes recorded in favour of or against such resolution.

5.08 In Lieu Of Reimbursement. In lieu of reimbursement to Directors for travelling and other expenses properly incurred in connection with such office, the Club may offer Directors a free annual membership in the Club. Nothing herein contained shall, however, preclude any Director from serving the Club in any other capacity and receiving reasonable remuneration, therefore.

5.09 Proxies. A Director may not be represented by proxy at meetings of the Board but their

views, if submitted in writing prior to a meeting, shall be presented at the meeting.

5.10 Board Observers. The Board may from time to time appoint one (1) or more Board observers for such term as the Board shall determine. The president of the North York Tennis Association shall be appointed a Board observer of the Club.

Board observers shall be entitled to notice of and to attend all meetings of the Board but shall not be entitled to vote thereat.

For clarity, Board observers shall not be Directors of the Club and shall therefore have none of the liabilities or duties of a Director.

5.11 Remote Directors' Meetings. Subject to the provisions of the Articles, if any, Board meetings may be held remotely using telephonic or electronic means at a date and time as directed by the Chair/President of the Board, provided that such telephonic or electronic means permit all participants to communicate simultaneously and instantaneously with each other during the meeting.

5.12 Adjournment. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and if applicable, place. Notice of a meeting that continues an adjourned meeting of Directors is not required to be given if the time of the continued meeting; if applicable, place of the continued meeting; if applicable instructions for attending and participating in the continued meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting is announced at the meeting that is adjourned.

5.13 Resolutions in Writing of Board. Unless otherwise restricted by the Articles or this by-law, any resolution required or permitted to be passed at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee in accordance with the Act.

ARTICLE SIX - COMMITTEES

6.01 Committees. The Board may at any time and from time to time establish committees to advise and report to the Board on specific matters, subject to the limitations on delegation set out in the Act. Members of a committee so established may be Board members or other persons designated at the pleasure of the Board.

6.02 Nominating Committee. There shall be at all times a nominating committee consisting of a chair appointed by the Board (the immediate Past-President, if available) and two (2) other Directors appointed by the Chair/President. The nominating committee shall meet as often as required or at the call of any of its members to consider individuals for election to the Board.

6.03 Investment Committee. There may be an investment committee appointed by the Board to review investments annually and report to the Board. The investment committee, if any, will be composed of the Treasurer (as chair) and two (2) other Directors. The intent of any investment by the Board is to be of a conservative nature with little to no risk of the principal.

6.04 Quorum of Committees. Unless otherwise ordered by the Board, each committee shall have power to fix its quorum at not less than the majority of its members and to regulate its procedures.

ARTICLE SEVEN - OFFICERS AND EMPLOYEES OF THE CLUB

7.01 Officers The following persons shall be the Officers of the Club: the Chair/President, two (2) Vice-Presidents, the Treasurer, the Secretary and such other Officers as the Board may from time to time determine. The Officers shall be appointed by the Board from its members at the first Board meeting after the annual election of such Board, provided that in default of such election the then incumbents, being members of the Board, shall hold office until their successors are elected.

Any Officer other than the Chair/President may hold more than one (1) office.

7.02 Vacancies. If one (1) of the offices of the Club becomes vacant, however caused, the position shall be filled for the unexpired portion of the term by appointment made by the Board.

7.03 Term of Office. An Officer elected by the Board shall hold office at the pleasure of the Board.

7.04 Manager and Employees. The Board shall appoint an employee of the Club as the Manager who shall be charged with the day-to-day operation of the Club, subject to the supervision of the Chair/President or the Board. The hiring of other full or part-time employees shall be the responsibility of the Manager, subject to approval of the Board at its pleasure.

7.05 Term of Employment. Subject to any applicable laws, the Board may remove at its pleasure any employee of the Club without prejudice to such employee's rights under any employment contract.

7.06 Chair/President. The Chair/ President shall be a Director and shall, at the time of their initial appointment be a member in good standing of a North York Tennis Association community club.

When present, the Chair/President shall preside at all meetings of Members, or of the Board and shall appoint committees on behalf of the Board not otherwise provided for in this by-law.

The Chair/President shall be charged with the general supervision of the operations of the Club and be a member of all committees by virtue of their office, except the nominating committee of the Club. In the absence of the Chair/ President, the duties of the Chair/ President will be taken by a Vice-President who shall be appointed by the Chair/President and failing such appointment the Board shall make the appointment.

7.07 Vice Presidents. A Vice-President shall perform such duties and exercise such powers as the Chair/ President may from time-to-time delegate to them or as the Board may describe. During the absence or inability of the Chair/ President, their duties may be performed, and these powers may be exercised by one (1) of the Vice-Presidents, as determined by the Board. If a Vice-President exercises any duties or powers of the Chair/ President, the absence or inability of the Chair/ President shall be presumed with reference thereto.

7.08 Treasurer. The Treasurer shall oversee all financial operations of the Club; shall ensure that

full and accurate books of accounts are kept; shall present a budget and financial statements to the Board as required from time to time; shall ensure the audit of the books by the auditor or person appointed to conduct a review engagement of the Club at the last annual meeting of the Club and shall perform such other duties as may from time to time be prescribed by the Board.

7.09 Secretary. The Secretary shall attend all meetings of the Board and record all facts and minutes of all proceedings, give all notices and directions required to be given to Members, and perform such other duties as may from time to time be determined by the Board.

ARTICLE EIGHT – INDEMNITY AND CONFLICT OF INTEREST

8.01 Indemnity.

(a) The Club shall indemnify a Director or Officer of the Club, a former Director or Officer of the Club, or another individual who acts or acted at the Club's request as a director or officer (or an individual acting in a similar capacity) of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Club or other entity.

(b) The Club shall advance monies to a Director, Officer or other individual for the costs, charges and expenses of a proceeding referred to in section 8.01(a). The individual shall repay the monies if they do not fulfill the conditions of section 8.01(c).

The Club shall not indemnify an individual under section 8.01(a) unless they (i) acted honestly and in good faith with a view to the best interests of the Club or, as the case may be, to the best interests of the other entity for which they acted as a director or officer or in a similar capacity at the Club's request, and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

(c) The Club shall also indemnify the individual referred to in section 8.01(a) in such other circumstances as the Act or the law permits or requires. Nothing in this by-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law.

8.02 Disclosure of Conflict of Interest.

(a) A Director or Officer who:

(i) is a party to a material contract or transaction or proposed material contract or transaction with the Club; or

(ii) is a director or officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Club,

shall disclose to the Club or request to have entered in the minutes of Board meetings the nature and extent of their interest.

(b) The disclosure required by section 8.02(a) must be made, in the case of a Director: (i) at the meeting at which a proposed contract or transaction is first considered; (ii) if the Director was not then interested in a proposed contract or transaction, at the first meeting after the Director becomes so interested; (iii) if the Director becomes interested after a contract is made or transaction is entered into, at the first meeting after the Director becomes so interested; or (iv) if an individual who is interested in a contract or transaction later becomes a Director, at the first meeting after the individual becomes a Director.

(c) The disclosure required by section 8.02(a) must be made, in the case of an Officer who is not a Director: (i) forthwith after the Officer becomes aware that the contract or transaction or proposed contract or transaction is to be considered or has been considered at a Board meeting; (ii) if the Officer becomes interested after a contract is made or transaction is entered into, forthwith after the Officer becomes so interested; or (iii) if an individual who is interested in a contract or transaction later becomes an Officer, forthwith after the individual becomes an Officer.

(d) If the contract or transaction or proposed contract or transaction in respect of which a disclosure is required to be made for the purposes of section 8.02(a) is one that, in the ordinary course of the Club's business, would not require approval of the Board or Members, then the Director or Officer shall disclose to the Club, or request to have entered in the minutes of Board meetings, the nature and extent of their interest forthwith after the Director or Officer becomes aware of the contract or transaction or proposed contract or transaction.

(e) Except as permitted by the Act, a Director referred to in section 8.02(a) shall not attend any part of a Board meeting during which the contract or transaction is discussed, and shall not vote on any resolution to approve the contract or transaction.

(f) If no quorum exists for the purposes of voting on a resolution to approve a contract or transaction only because one (1) or more Director(s) are not permitted to be present at the meeting by virtue of section 8.02(e) the remaining Directors are deemed to constitute a quorum for the purpose of voting on the resolution.

(g) For the purposes of section 8.02, a general notice to the Board by a Director or Officer disclosing that the individual is a director or officer of, or has a material interest in, a person, or that there has been a material change in the Director's or Officer's interest in the person, and is to be regarded as interested in any contract or transaction entered into with that person, is sufficient disclosure of interest in relation to any such contract or transaction.

(h) A contract or transaction for which disclosure is required under section 8.02(a) is not void or voidable, and the Director or Officer is not accountable to the Club or the Members for any profit or gain realized from the contract or transaction, because of the Director's or Officer's interest in the contract or transaction or because the Director was present or was counted to determine whether a quorum existed at the Board or Board committee meeting that considered the contract or transaction, if:

- (i) disclosure of the interest was made in accordance with this section;
- (ii) the Board approved the contract or transaction; and
- (iii) the contract or transaction was reasonable and fair to the Club when it was approved.

(i) The provisions of this Article are in addition to any Board-approved conflict of interest policy, if any.

ARTICLE NINE - NOTICES

9.01 Method of Giving. Any notice, communication or other document to be given by the Club to a Member, Director, Officer, auditor or a person appointed to conduct a review engagement of the Club under any provision of the Act, the Articles or this by-law shall be sufficiently given if delivered personally to the person to whom it is to be given, or if mailed by prepaid post in a sealed envelope addressed to them at their last address shown on the records of the Club, or if sent by

telephonic or electronic means.

The Manager may change the address on the records of the Club of any Member in accordance with any information believed by them to be reliable. A notice, communication or document shall be deemed to have been given when it is delivered personally or at such changed address. Any notice, communication or document so mailed shall be deemed to have been given after four (4) business days of being deposited in a post office or public letter box and notice by telephonic or electronic means or otherwise shall be deemed to have been given the day following the sending of such notice. Any notice, communication or other document to be given to the Club shall be sufficiently given if delivered by mail, after four (4) business days of being deposited in a post-office or public letter box or if by telephonic or electronic means, the day following the sending of such notice.

9.02 Computation of Time. In computing the date when notice must be given under any provision of the Articles or this by-law requiring a specified number of days' notice of any meeting or other event, the period of days is deemed to commence on the day following the event that began the period and is deemed to terminate at midnight of the last day of the period, except that if the last day of the period falls on a holiday, the period terminates at midnight of the next day that is not a holiday.

9.03 Omissions and Errors. The accidental omission to give any notice to any Member, Director, Officer, auditor or person appointed to conduct a review engagement, or the non-receipt of any notice by any Member, Director, Officer, or auditor or a person appointed to conduct a review engagement or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE TEN – BY-LAWS

10.01 Enactment of and Amendment to By-Laws. Subject to the Articles, the Board may, by resolution, make, amend or repeal any by-law. Any such by-law, amendment or repeal shall be effective from the date of the resolution of the Board until the next meeting of Members where it may be confirmed, rejected or amended by the Members by at least a majority of votes. If the by-law, amendment or repeal is confirmed or confirmed as amended by the Members, it remains

effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

10.02 By-laws Requiring Special Resolution. Section 10.01 does not apply to a by-law that requires a special resolution of the Members' confirmation, with or without amendment, according to section 103(1) of the Act. A special resolution is required to make any amendment to membership conditions described in section 3.01, notices of meeting described in section 4.05, method of voting described in section 4.09, section 4.12 and this section 10.02.

10.03 Repeal. All previous by-laws of the Club are repealed as of the coming into force of this by-law. The repeal shall not affect the previous operation of any by-laws so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under or the validity of any contract or agreement made or the Articles, under any such by-law before its repeal. All Officers and persons acting under the provisions of this by-law, and all resolutions of the Members or the Board or a committee of the Board with continuing effect passed under any repealed by-laws shall continue to be good and valid except to the extent inconsistent with this by-law and until amended or repealed.

ENACTED by the Directors of the Club this 21st day of February 2024.

WITNESS the corporate seal of the Club.

(Corporate Seal)