

Waskesiu Seasonal Residents Association Inc.

Notice of Annual General and Special Meeting

Notice is hereby given that the Annual General and Special Meeting of the Members of The Waskesiu Seasonal Residents Association Inc. (“WSRA”) is called for and will be held on August 2, 2026 at Terrace Gardens in Waskesiu commencing at 10:45 a.m. (which meeting will be preceded by the Waskesiu Community Council AGM at 8:30 a.m. at the Terrace Gardens with registration, coffee and refreshments commencing at 8:00 a.m.). During the WSRA Annual General and Special Meeting, the following business and special business will be conducted pursuant to the attached 2026 Annual General Meeting Agenda.

In particular, during the meeting the following special business will be conducted:

Proposed Approval by Special Resolution of the Members of the WSRA of the proposed Amended and Restated Bylaw #1.

Background and Highlights of the Proposed WSRA Amended and Restated Bylaw #1

In late July 2025, the WSRA circulated a Member Survey posing several questions that had been raised at prior AGMs regarding memberships fees, the manner in which the AGM is held, alternate forms of voting and proxy voting. Approximately 50% of all Members responded to the survey. The survey results were tabulated and circulated to the full membership in advance of the AGM held on August 31, 2025.

The survey results were then summarized at the AGM as follows:

- While the Membership was prepared to incur some additional costs to host a Hybrid AGM, the majority was not prepared to do so if the additional costs caused the membership fees to reach the range of \$50-\$75/year.
- While the majority ranked the AGM to be held in person only (status quo) as the preferred form of hosting the AGM, the video option to watch only was ranked the second highest.
- In terms of Voting, while voting in person at the AGM only (status quo) was the highest ranked, both Mail In Voting and Advance Poll Voting also received considered second and third place rankings indicating a general interest of the membership for some form of alternate voting.
- Proxy voting was generally not favoured in any form.

In response to the survey results, it was decided that a pilot livestream option using the MS Teams platform would be conducted this year, to allow members to observe the AGM. The attendance results and feedback from this year’s pilot will be used to assess member interest and viability moving forward.

In regard to alternate forms of voting, the Governance Committee and the Board concluded that of the two alternate forms of voting (Vote by Mail and Advance Polls), Mail in Voting was the

most realistic to pursue. Accordingly, draft Bylaw amendments were carefully drafted, and approved and recommended by the Board to be presented to the members at the AGM for their consideration. To be passed, the Bylaws will require approval of two-thirds majority of the Members in attendance at the AGM.

The drafting of the Vote by Mail option takes into account that it is not every resolution, or election of directors, at an AGM or Special Meeting that will require the Vote by Mail option to be utilized, and leaves that determination to the Board. For example, if there are four vacant director positions and only four Members nominated for those positions, a Vote by Mail option would not be necessary to be carried out to elect those Members as Directors.

The draft Policy also contemplates the process for the Vote by Mail option to be developed by the Board based on several stated principles, rather than outlining a detailed process in the Bylaw itself. The reason for this is that the process to Vote by Mail may need to be refined based on experience, and it would not be prudent to go through the process of amending Bylaws each time the process is needs to be refined. The general principles though of: 1) ensuring confidentiality of a Member's vote is preserved, 2) ensuring no Member is allowed to cast more than one ballot, 3) that voting by proxy is not permitted, 4) that the Member casting the Vote by Mail be in "good standing", 5) that to the extent possible, the cost of casting a Vote by Mail is borne by the Member wishing to case the Vote by Mail and 6) that the Vote by Mail ballot can be counted at the AGM or Special Meeting.

As has previously been discussed at past AGM's, the process will likely involve a two envelope system, one outer envelope identifying the cabin/cottage of the Member (to ensure only one ballot cast per Member and the Member is in good standing) and certifying it is the Member casting the Vote (to ensure no proxy voting), with a second anonymous envelope containing the actual ballot to be placed in the ballot box (to ensure confidentiality and that the vote can be counted at the meeting).

The obligation (and cost) to mail in, courier, or hand deliver the Mail in Ballot such that it is **received** before the AGM or Special Meeting will be placed on the Member to ensure that the cost of the Vote by Mail is not borne by the Membership as a whole. Each Member would have at least 15 days (and likely more) to ensure that the Mail in Ballot is received by the WSRA before the AGM/Special Meeting. For example, hand delivery of a Vote by Mail ballot to a Director, or drop off of the Mail in Ballot by someone else attending the AGM, may be included in the process to be developed to constitute timely receipt of a Mail in Ballot.

Finally, a provision has been included in the Bylaws where the Board deems there to be exceptional or emergent situations, for the Board to develop a process to allow a Mail in Ballot to be cast through electronic means. An example of this type of situation may be where the WSRA contemplates seeking Member approval to spend \$50,000 to hire private contractors to protect cabins and cottages from an approaching fire.

In the event the draft Bylaws do not pass by a two-thirds majority of Members, then the status quo will continue with voting to be conducted only in person by members in attendance at the AGM or Special Meeting.

The wording of the Special Resolution to be made at the Annual General and Special Meeting of the Members of the WSRA to be held on August 2, 2026 will be as follows:

“That Bylaw #1 of The Waskesiu Seasonal Residents Association Inc. (“WSRA”) be repealed and replaced with the Amended and Restated Bylaw #1 in the form attached hereto as Schedule “A” to take effect on August 3, 2026.”

Schedule "A"

THE WASKESIU SEASONAL RESIDENTS ASSOCIATION INC.

AMENDED AND RESTATED BYLAW #1

WHEREAS The Waskesiu Seasonal Residents Association Inc. wishes to enact the following bylaws (the "**Bylaws**") pursuant to *The Non-profit Corporations Act, 1995* (Saskatchewan).

ARTICLE I - TITLE:

These Bylaws may be cited as the Amended and Restated Bylaw #1 of the Association.

ARTICLE II - INTERPRETATION:

2.1 DEFINITIONS:

In these Bylaws, unless the context otherwise requires:

- a) "**Act**" means *The Non-profit Corporations Act, 1995* (Saskatchewan) as amended from time to time;
- b) "**Association**" means The Waskesiu Seasonal Residents Association Inc.;
- c) "**Board**" means the board of directors of the Association;
- d) "**Cabin Area**" means the geographic area within Prince Albert National Park described in Schedule "A" attached hereto;
- e) "**Cabin Area Representatives**" means:
 - i. Individuals who are Members and Leaseholders holding leases in respect of a seasonal residence located in the Cabin Area; or
 - ii. A designated representative of a Member that (A) is not a natural person and (B) is a Leaseholder holding a lease in respect of a seasonal residence located in the Cabin Area; or
 - iii. Any combination of the foregoing;
- f) "**Cottage Area**" means the geographic area within Prince Albert National Park described in Schedule "B" attached hereto;
- g) "**Cottage Area Representatives**" means:

- i. Individuals who are Members and Leaseholders holding leases in respect of a seasonal residence located in the Cottage Area; or
 - ii. A designated representative of a Member that (A) is not a natural person and (B) is a Leaseholder holding a lease in respect of a seasonal residence located in the Cottage Area; or
 - iii. Any combination of the foregoing;
- h) "**Director**" means a member of the Board;
 - i) "**Individual**" means a natural person;
 - j) "**Leaseholder**" means a Person who holds a lease of real property (as tenant) with Her Majesty the Queen in Right of Canada, her predecessors, or her duly appointed representatives or successors (as landlord), in respect of a seasonal residence located in the Cabin Area or the Cottage Area;
 - k) "**Member**" has the meaning ascribed in Section 4.1; and
 - l) "**Person**" includes Individuals, corporations, partnerships, trusts, unincorporated organizations or other legal entities.

2.2 INCORPORATION BY REFERENCE:

The definitions in the Act on the date these Bylaws become effective are incorporated herein by reference to the extent that they are not inconsistent with the definitions contained in these Bylaws.

2.3 GENDER:

Words importing the singular number include the plural, and *vice versa*, and words importing the masculine gender shall include the feminine gender and the neuter.

ARTICLE III – OBJECTS:

3.1 OBJECTS OF THE ASSOCIATION

The objects of the Association are as follows:

- a) To work with Parks Canada Agency, the Waskesiu Community Council (including, if and when created, the council of the municipality of Waskesiu), and with other officials within Prince Albert National Park in relation to matters of common interest to Leaseholders including, without limitation, matters pertaining to the occupancy, use, rental, maintenance, leasing and/or improvement of seasonal residences (including cottages and cabins) in Prince Albert National Park and the areas in which such seasonal residences are located;

- b) To promote better acquaintance, understanding and co-operation among Leaseholders and other stakeholders having an interest in, visiting, or making use of, Prince Albert National Park;
- c) In conjunction with other stakeholders having an interest in Prince Albert National Park, working to protect, promote and enhance the environment within the Townsite of Waskesiu and Prince Albert National Park;
- d) In conjunction with other stakeholders having an interest in Prince Albert National Park, working to protect, promote and enhance the infrastructure and the recreational and cultural facilities within the Townsite of Waskesiu and Prince Albert National Park;
- e) To provide a forum for the discussion and dissemination of information on matters of interest to Leaseholders; and
- f) To do all such other things as may be incidental or conducive to the attainment of the foregoing objects, and the exercise of the powers of, the Association.

ARTICLE IV – MEMBERS AND MEMBERSHIP:

4.1 MEMBERS

The Members of the Association shall consist of those Leaseholders that have paid the Association's annual membership fee and are otherwise members in good standing of the Association.

4.2 TERMINATION OF MEMBERSHIP

- a) A Member's rights, privileges and interests in the Association cease upon termination of such Member's membership in the Association.
- b) Membership in the Association is automatically terminated when:
 - i. the Member resigns pursuant to subsection 4.2(c);
 - ii. the Member is required to resign, or the Member's membership is terminated, pursuant to subsection 4.2(d);
 - iii. the Member ceases to be a Leaseholder.
- c) Any Member may resign from membership in the Association at any time by submitting a resignation, in writing, to the Board.
- d) Any Member may be required to resign by an affirmative vote of at least 75% of the Directors on the grounds that the Member:

- i. having been held by a court of competent jurisdiction to have violated some law (whether statutory, regulatory or a policy in force as if enacted as a statute or regulations) and has thereby subjected the Association, the Board, and/or another Member to criticism or adverse publicity; or
- ii. for failure to comply with the Bylaws or Articles of the Association; or
- iii. for any other reason whatsoever,

provided that notice of such proposed action and the reasons therefor are given to the Member at least thirty (30) days in advance and the Member is given the opportunity to be heard at the meeting at which the action is to be taken; and provided further that nothing herein shall be interpreted to prohibit any Member at any time and on any issue from taking a position or following a course of action at variance with that of the Association.

- e) Membership in the Association shall not be transferable or assignable in any manner.
- f) Membership in the Association shall terminate automatically upon the death of an individual Member, or upon the bankruptcy, dissolution or liquidation of any Member that is not an Individual.

ARTICLE V - MEETING OF MEMBERS:

5.1 ANNUAL GENERAL MEETINGS:

- a) An annual general meeting of Members shall be held in the month of July or August in each year at a time and place in the Townsite of Waskesiu, Prince Albert National Park, to be fixed by the Board.
- b) The business to be conducted at the annual general meeting of the Association shall be to receive the reports and statements required by the Act to be placed before the meeting, the election of Directors, the appointment of auditors, if required, and the transaction of such other business as may be properly brought before the meeting.
- c) The Board may, by resolution, where it considers it to be necessary due to exceptional circumstances, determine that any annual general meeting of Members or special meeting of Members shall be held by means of conference telephone, video conference or any other communication facilities by means of which all Members participating in such meeting can hear each other and participate. A Member participating in the annual general meeting or special meeting in accordance with this subsection shall be deemed to be present at the meeting and shall, unless disqualified for any other reason, be counted in the quorum therefor and be entitled to speak and vote thereat. Notwithstanding any other provision hereof, the chair of the annual general meeting of Members or special meeting of Members

may adapt any procedures for the annual general meeting or special meeting, including the voting procedures to be followed, to accommodate the manner in which the annual general meeting or special meeting of Members is to be held

5.2 SPECIAL & GENERAL MEETINGS:

- a) The President, the Chair of the Board, or any two (2) Directors shall have the power to call a special or a general meeting of Members at any time, the general nature of which shall be specified in a notice calling the meeting which shall be in the form required under this Article.
- b) Upon the written request of not less than twenty percent (20%) of the Members entitled to vote at a meeting of the Members, the President, the Chair of the Board, or any two (2) Directors shall call a special or a general meeting of the Association.

5.3 NOTICE OF MEETINGS:

Notice of a special or a general meeting shall be given to all Members not less than fifteen (15) days prior to the meeting date and shall specify the place, date and hour of the meeting, and the general nature of the business to be conducted at the meeting. Notice of any meeting of Members or any irregularity in any such meeting or in the notice thereof may be waived by any Member, in any manner, and such waiver may be validly given either before or after the meeting to which such waiver relates. Attendance of any Member shall be deemed to constitute a waiver of notice of the meeting, except where that Member at the opening of business of the meeting states to the meeting that his or her attendance at the meeting is solely for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called.

5.4 CHAIR OF MEETINGS & ADJOURNED MEETINGS:

- a) The Chair of the Board or, in the absence of the Chair of the Board, the President of the Association, shall be the chair of any meeting of Members. If no such officer is present within fifteen (15) minutes of the time fixed for holding the meeting, the Members present and entitled to vote thereat are entitled to choose one of their number to be chair of the meeting.
- b) The chair of a meeting of the Members may, with the consent of the meeting, adjourn any meeting of Members from time to time to a fixed time and place in the Townsite of Waskesiu, Prince Albert National Park and, subject to the Act, no notice of the time and place for the holding of the adjourned meeting shall be required if the adjourned meeting is held in accordance with the terms of adjournment and if a quorum as constituted at the time of adjournment is present thereat. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

5.5 QUORUM:

- a) Ten (10) Members personally present shall constitute a quorum at any special or general meeting of the Association.
- b) No business, other than the election of a chair and the adjournment or termination of the meeting, shall be conducted at a special or general meeting at a time when a quorum is not present.
- c) If at any time during a special or general meeting there ceases to be a quorum present, business then in progress shall be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- d) If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be terminated, but in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and if, at the adjourned meeting, a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Members then present shall constitute a quorum.

5.6 VOTING:

- a) A Member is not entitled to vote on a resolution unless the Member is a Member in good standing in accordance with the Bylaws of the Association. For greater certainty, "good standing" includes payment by the Member of the annual membership fee, if any, as determined by the Board from time to time and assessed by the Association.
- b) Voting by proxy is not permitted.
- c) Members that are not Individuals (including but not limited to bodies corporate, trusts, partnership and other legal entities) shall be required to appoint, in writing, a designated representative to vote on behalf of such Member at meetings of the Members.
- d) Voting shall be on the basis of one (1) vote per Member. For greater certainty, in the event that there is more than one lessee listed on the lease of real property held by a Leaseholder in respect of such Leaseholder's seasonal residence, then only one (1) membership may be held by such Leaseholders, collectively, and such Leaseholders may, collectively, only exercise one (1) vote at meetings of the Members of the Association.
- e) Subject to the Act, resolutions or questions arising at any meeting of Members shall be determined and will be passed by a majority of the votes cast by the Members on the resolution or question. The chair of the meeting shall be entitled to vote on any question however, in the case of an equality of votes, the question shall be decided in

the negative (and, for greater certainty, the chair of the meeting shall not have a second or casting vote).

- f) Voting at a meeting of Members shall be by show of hands except where a ballot is demanded by a Member entitled to vote at the meeting, or where Vote by Mail is permitted by the Board with respect to election of Directors or such other business as may determined by the Board and properly brought before the meeting.
- g) At a meeting, unless a ballot is demanded or where Vote by Mail is permitted, a declaration by the chair of the meeting that a resolution has been carried, or carried unanimously, or carried by any particular majority, or not carried by a particular majority, shall be conclusive evidence of the fact without further proof of the number or proportion of votes recorded in favour of or against the motion.
- h) Where a ballot is demanded, or where Vote by Mail is permitted, the determination of whether a resolution has been carried or not, or whether a Individual Member has been elected as a Director, in accordance with the Act and these Bylaws shall be determined by a count of the total number of votes cast by in-person ballot and by Vote by Mail ballot.

5.7 VOTE BY MAIL

- (a) The Board may determine in advance of the Annual General Meeting or a Special Meeting that the voting for a resolution or special resolution, or the voting for the election of Directors, may include Vote by Mail as described herein.
- (b) Where the Board has determined that Vote by Mail shall be permitted for a resolution or special resolution, or the voting for the election of Directors, voting on such resolution, special resolution or for the election of Directors at the Annual General Meeting or Special Meeting shall be both by in person ballot and Vote by Mail ballot.
- (c) A Member shall be entitled to vote either by in person ballot, or by Vote by Mail ballot, but not both.
- (d) The Board may develop and approve a process, and the conditions to be met, to allow a valid Vote by Mail ballot to be cast by a Member, that will ensure that:
 - (i) the confidentiality of the Member's vote is preserved;
 - (ii) no Member is allowed to cast more than one ballot;
 - (iii) voting by proxy is not permitted;

(iv) the Member casting the Vote by Mail ballot is in “good standing” by the time the vote is counted;

(v) to the extent possible, the costs associated with casting a Vote by Mail ballot is borne by the Member wishing to cast a Vote by Mail ballot; and

(vi) that will allow a Vote by Mail ballot that has followed the Vote by Mail process and met all the Vote by Mail conditions to be counted at the Annual General Meeting or Special Meeting.

g) e) Where the Board deems there to be exceptional or time sensitive circumstances, the Board may develop and approve a process, and the conditions to be met, to permit a Vote by Mail ballot to be cast by a Member at the Annual General Meeting or Special Meeting of Members through electronic means, provided the process for doing so complies with the criteria set out in 5.7(d)(ii), 5.7(d)(iii) and 5.7(d)(iv), and attempts to comply with the criteria set out in 5.7(d)(i), 5.7(d)(v) and 5.7(d)(vi) to the extent possible.

ARTICLE VI - NOTICES:

6.1 METHOD OF GIVING NOTICE:

- a) A notice may be given to a Member, either by electronic transmission (email), personally delivering it or by mailing it to such Member at the address (electronic or otherwise) of the Member as set out in the records of the Association.
- b) Any notice to be given will be sufficiently given if delivered electronically, personally or if mailed by ordinary mail prepaid from any post office.
- c) Any notice personally or electronically delivered shall be deemed to have been given when delivered and any notice mailed and properly addressed, shall be deemed to have been given on the third business day following the date on which it was so mailed, provided that if mailed, should there be, or between the time of mailing and deemed receipt of the notice, a mail strike, slowdown or other labour dispute which might effect the delivery of such notice by the mail, then such notice shall be only effective if actually delivered.
- d) The accidental omission to give any notice to any Member, Director, officer or auditor (if any) of the Association, or the non-receipt of any notice by Member, Director, officer or auditor (if any), 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.

6.2 WAIVER OF NOTICE:

A Member, Director, officer or auditor, if any, may waive any notice required to be given to them under any provision of the Act or the Bylaws of the Association, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

ARTICLE VII - DIRECTORS:

7.1 POWERS OF THE BOARD:

- a) The business and affairs of the Association shall be conducted and managed by the Board.
- b) Subject to these Bylaws, the Act and all laws affecting the Association, the Board may exercise all the powers, and do all acts and things, that the Association may exercise or do.
- c) Subject to these Bylaws, the Act and all laws affecting the Association, the Board is authorized to delegate to the President, to the Chair of the Board, or to a committee of the Board, any of the duties of the Board.

7.2 NUMBER OF DIRECTORS:

- a) Subject to the Articles of the Association, the Board of the Association shall consist of nine (9) Directors.
- b) To qualify for election or appointment as a Director (and to be eligible to maintain the position of Director), an Individual must be either a Cabin Area Representative or a Cottage Area Representative.
- c) Notwithstanding any other provision hereof, at least three (3) Directors shall be Cabin Area Representatives and at least three (3) Directors shall be Cottage Area Representatives.
- d) For purposes of determining which Individuals have been elected as Directors of the Association at any annual general meeting (or at any other meeting of the Association called for purposes of electing the Board), and notwithstanding any other provision hereof, the Individual(s) who are Cabin Area Representatives and who receive the highest number of votes out of all of the Cabin Area Representatives seeking election to the Board at such meeting, and the Individual(s) who are Cottage Owner Representatives and who receive the highest number of votes out of all of the Cottage Owner Representatives seeking election to the Board at such meeting, shall be automatically elected as Directors to the vacant Director positions to be occupied by Cabin Area Representatives and Cottage Owner Representatives, respectively.
- e) Thereafter, the Individuals seeking election to the Board at such meeting (excluding any of those Individuals elected as Directors pursuant to subsection (d) above), who

receive the highest number of votes at the annual general meeting (or any other meeting of the Association called for purposes of electing the Board) shall be elected as Directors to the remaining vacant Director position(s), without regard to whether such Individuals are Cabin Area Representatives or Cottage Area Representatives.

7.3 NOMINATIONS OF DIRECTORS

- a) Any Individual who is not an incumbent Director who qualifies for election or appointment as a Director, and who wishes to be considered for the vacant Board positions at the next annual general meeting, shall provide the Board on or before June 30th of the year of the annual general meeting with:
 - i) a document acknowledging the Individual's consent for nomination as a Director; and
 - ii) no more than a half page document outlining the Individual's biographical background.
- b) Any incumbent Director whose term will be expire at the next annual general meeting and who wishes to seek re-election to the Board, shall advise the Board of their intention to seek re-election on or before June 30th of the year of the annual general meeting.
- c) The Board shall provide to the Members, together with the notice of the annual general meeting, notice of any incumbent Directors seeking re-election to the Board, and any other Individuals seeking election to the Board who have complied with subsection 7.3(a), together with their respective biographical backgrounds.
- d) No nominations of any Individual for election to a vacant Board position shall be received from the floor at the annual general meeting, and the process for nomination of Directors outlined in Section 7.3 shall be considered the complete process for the nomination of Directors.

7.4 ELECTION AND TERM:

- a) Subject to subsection 7.4(b), Section 7.5, Section 7.6 and Section 7.7, the term of office for a Director shall be two (2) years, with:
 - (i) one (1) Director from the Cabin Area Representatives, one (1) Director from the Cottage Area Representatives and two (2) other Directors being elected in 2024 and every even numbered year thereafter, and

- (ii) two (2) Directors from the Cabin Area Representatives, two (2) Directors from the Cottage Area Representatives, and one (1) other Director being elected in 2025 and every odd numbered year thereafter.
- (b) In the year 2023:
 - (i) the term of office for the two (2) Individuals receiving the highest and second highest number of votes from the Cabin Area Representatives; the two (2) Individuals receiving the highest and second highest number of votes from the Cottage Area Representatives; and the Individual receiving the highest number of votes in accordance with subsection 7.2(e) shall be for two (2) years; and
 - (ii) the term of office for the Individual receiving the third highest number of votes from the Cabin Area Representatives; the Individual receiving the third highest number of votes from the Cottage Area Representatives; and the Individuals receiving the second and third highest number of votes in accordance with subsection 7.2(e) shall be for one (1) year.

7.5 VACATION OF OFFICE:

The office of any Director shall be vacated upon the occurrence of any of the following events:

- a) On death;
- b) If the Director resigns from office and provides written notice of such resignation to the President, the Secretary, or to the Board of the Association;
- c) If the Director is bankrupt;
- d) If the Director is removed in accordance with Section 7.6 hereof;
- e) If the Director is neither a Cabin Area Representative nor a Cottage Area Representative;
- f) If the Director fails to attend three (3) consecutive meetings of the Board, without the approval of the Board.

7.6 REMOVAL:

- a) The Members may, by means of a resolution passed by at least a majority of the Members present at a meeting of the Members called for such purpose, remove a Director before the expiration of his or her term of office, and may, subject to complying with the Bylaws, elect a successor to complete the term of such removed Director's office.

- b) The Directors, by means of a resolution passed by at least a seventy-five (75%) percent majority of the Directors present at a meeting called for such purpose, remove a Director before the expiration of his or her term of office, and may, subject to complying with the Bylaws, appoint a successor to complete the term of such removed Director's office.

7.7 VACANCIES:

- a) Subject to complying with Section 7.2 of these Bylaws, the Board may at any time and from time to time appoint a person as a Director to fill a vacancy on the Board.
- b) Subject to subsection (c), the Board shall have the option of appointing either a Cabin Area Representative or a Cottage Area Representative to fill a vacancy on the Board.
- c) If at the time a vacancy on the Board is to be filled and the requirements of subsection 7.2(c) are not, at that time, satisfied, the Board shall be obligated to appoint one or more Individuals so as to ensure that the composition of the Board includes at least three (3) Directors that are Cabin Area Representatives and three (3) Directors that are Cottage Area Representatives.
- d) A Director appointed to fill a vacancy on the Board shall hold office until the next annual general meeting of the Association or until his or her successor is elected or appointed.

7.8 MEETINGS OF THE BOARD:

- a) The Board shall convene a meeting of the Directors immediately after the annual general meeting of the Members.
- b) The Chair of the Board, or in his or her absence, the President of the Association, may call a meeting of the Board at any time and shall call a meeting of the Board upon the request of any two (2) Directors.
- c) Notice of the time and place of every Board meeting shall be given to each Director not less than one (1) week before the time the meeting is to be held, provided that notice of a meeting shall not be necessary if all the Directors are present or if those absent waive notice of, or otherwise signify their consent to, such meeting being held.
- d) A Director may participate in a meeting of the Board by means of conference telephone, video conference or any other communication facilities by means of which all Directors participating in such meeting can hear each other and participate. A Director participating in a Board meeting in accordance with this subsection shall be deemed to be present at the meeting and shall, unless disqualified for any other reason, be counted in the quorum therefor and be entitled to speak and vote thereat.

7.9 QUORUM:

- a) Subject to subsection 7.9(b), a majority of the Directors present in person, by telephone or such other means permitted in accordance with subsection 7.8(d) hereof, shall constitute a quorum for the purpose of a meeting of the Directors. No meeting of the Board shall be held unless a quorum is present.
- b) A meeting of the Board shall only have quorum if at least two (2) Directors present at the meeting are Cabin Area Representatives and at least two (2) Directors present at the meeting are Cottage Owner Representatives.
- c) Where there is a vacancy among the Directors, the remaining Directors may exercise all the powers of the Board.
- d) If a quorum of Directors is present at the commencement of any meeting, then quorum shall be deemed to be constituted throughout the continuance of the meeting. If a quorum is not present at the time and place fixed for the meeting in the notice thereof, the meeting shall, without further action, stand adjourned to be convened on the same day of the following week at the same place and at the same time, and those present at the adjourned meeting shall constitute a quorum.

7.10 CHAIR OF THE BOARD:

- a) The Board shall from time to time choose a Director to act as the chair of the Board (the "**Chair**"). In the absence of the President, the Chair shall serve as the spokesperson for the Association. In addition to chairing meetings of the Board, the Chair shall carry out such other duties as may be required by the Board from time to time.
- b) In the absence of the Chair, the President shall act as chair of the meetings of the Board or, in the absence of the Chair and the President, the Directors shall choose one of their remaining number to act as the chair of the meeting.
- c) If the Chair is a Cottage Area Representative, then the President shall (unless otherwise unanimously agreed by the Board) be a Cabin Area Representative. If the Chair is a Cabin Area Representative, then the President shall (unless otherwise unanimously agreed by the Board) be a Cottage Area Representative.

7.11 VOTING:

- a) At all meetings of the Board every Director present shall be entitled to one (1) vote.
- b) Subject to the provisions of these Bylaws, every resolution or question to be decided by the Board shall be decided by a majority of the votes cast by the Directors on the resolution or question and, in the case of an equality of votes, the question shall be decided in the negative.

- c) Notwithstanding the foregoing:
- i. Any resolution or question that comes before the Board in respect of a matter that exclusively or primarily affects (A) the Cabin Area or (B) those Leaseholders who hold a lease in respect of a seasonal residence located in the Cabin Area shall, in addition to requiring a majority of the votes cast by the Directors, also require that the majority of the Cabin Area Representatives on the Board cast votes in favour of the resolution or question; and
 - ii. Any resolution or question that comes before the Board in respect of a matter that exclusively or primarily affects (A) the Cottage Area or (B) those Leaseholders who hold a lease in respect of a seasonal residence located in the Cottage Area shall, in addition to requiring a majority of the votes cast by the Directors, also require that the majority of the Cottage Area Representatives on the Board cast votes in favour of the resolution or question.
- d) In the event of any disagreement or dispute as to whether a particular matter "*exclusively or primarily affects*" (i) the Cottage Area, (ii) the Cabin Area, or (iii) Leaseholders who hold a lease in respect of a seasonal residence located in the Cottage Area or the Cabin Area, as applicable, such disagreement or dispute shall be resolved as follows:
- i. First, and if possible, such determination shall be made by a majority of the Board (which majority must include a majority of the Cottage Area Representatives and a majority of the Cabin Area Representatives on the Board);
 - ii. In the event that a majority of the Board (including, for greater certainty, a majority of the Cabin Area Representatives and a majority of the Cottage Area Representatives on the Board) are unable to agree that a particular matter does (or does not) exclusively or primarily affect (i) the Cottage Area, (ii) the Cabin Area, or (iii) Leaseholders who hold a lease in respect of a seasonal residence located in the Cottage Area or the Cabin Area, as applicable, then the matter shall be referred by the Board to the Waskesiu Community Council (or, if applicable, to the council of the municipality of Waskesiu) for a determination, and the decision of the Waskesiu Community Council (or, if applicable, the decision of the council of the municipality of Waskesiu) shall be final and binding; and
 - iii. In the event that the Waskesiu Community Council (or, if applicable, the council of the municipality of Waskesiu) is unable or unwilling to make such a determination, then the matter shall be referred by the Board to a judge of the Court of Queen's Bench of Saskatchewan, in Chambers, for a determination.

7.12 RESOLUTIONS IN WRITING:

A resolution in writing signed by all the Directors and placed with the minutes of the Board is as valid and effective as if regularly passed at a duly called meeting of the Board.

7.13 REMUNERATION:

Directors shall not be compensated by the Association for being a Director, or for acting in their capacity as a Director, nor shall any Director receive any other profit from their office, but a Director may be reimbursed for all expenses necessarily and reasonably incurred while engaged in the affairs of the Association.

ARTICLE VIII – OFFICERS & COMMITTEE CHAIRS:

8.1 APPOINTMENT OF OFFICERS & COMMITTEE CHAIRS:

- a) Subject to these Bylaws, the President and all other officers of the Association shall be appointed (and may be removed) at any time by a majority of the Directors.
- b) Unless otherwise unanimously agreed by the Board, the President shall be a Director, and shall be the spokesperson for the Association.
- c) If the President of the Association is a Cottage Area Representative, then the Chair shall (unless otherwise unanimously agreed by the Board) be a Cabin Area Representative. If the President of the Association is a Cabin Area Representative, then the Chair shall (unless otherwise unanimously agreed by the Board) be a Cottage Area Representative.
- d) The Secretary and Treasurer are, to the extent possible, to be appointed from among the Directors, but in the event that a suitable candidate is not available the Board may appoint someone from outside the Board to act as Secretary and/or Treasurer of the Association.
- e) Subject to these Bylaws, the Chair and the President shall each be an *ex officio* Member of all committees of the Board.
- f) The Directors may nominate (for majority approval by the Board) any committee chair(s) and such other Members of the Association as may be required for any committee, and shall assign duties to them.

8.2 VACATION OF OFFICE:

The office of any officer of the Association shall be vacated upon the occurrence of any of the following events:

- a) If the officer dies;

- b) If the officer resigns from office by notice in writing to the Board; or
- c) If the officer is removed in accordance with Section 8.1 or Section 8.3 hereof.

8.3 REMOVAL OF OFFICERS & VACANCIES:

- a) The Board may by ordinary resolution remove any officer before the expiration of his or her term of office, and may appoint a successor to complete the term of office.
- b) The Directors may at any time and from time to time appoint a person to fill a vacancy of office.
- c) An officer appointed to fill a vacancy of office shall hold office at the pleasure of the Board.

ARTICLE IX - COMMITTEES:

The Board may appoint committees from among the Members and/or the Directors, as may be deemed necessary. Unless otherwise stated in terms of reference of such committee, the term of office of all committees shall terminate at the conclusion of the next ensuing annual general meeting.

ARTICLE X - RULES AND REGULATIONS:

The Board may, as it deems expedient, from time to time, by resolution, establish, amend, vary and abolish such rules and regulations not inconsistent with these Bylaws or the Act relating to:

- a) the management and operation of the Association; and
- b) the voting procedures to be followed in respect of the election of Directors at any annual or special meeting of the Members.

ARTICLE XI - BYLAWS:

These Bylaws may only be amended by means of a special resolution passed by the Members of the Association present at a duly called meeting for such purpose, provided that no amendment to any of the provisions or Sections of these Bylaws that specifically reference:

- a) the Cottage Area;
- b) the Cabin Area,
- c) Cottage Area Representatives; or
- d) Cabin Area Representatives,

shall be effective unless the same is approved by means of resolution passed by not less than eighty (80%) percent majority of the Members of the Association present at a duly called meeting for such purpose.

ARTICLE XII - AUDIT:

- a) The year end of the Association shall be December 31.
- b) Subject to the Act, at each annual general meeting the Members may appoint (or may by unanimous agreement waive the need to appoint) auditors to audit the accounts of the Association.
- c) The signing officers of the Association for banking purposes shall include any two (2) of the following officers of the Association, namely: the President, the Chair, the Secretary and/or the Treasurer.

ARTICLE XIII - NON-PROFIT PURPOSE:

13.1 NOT FOR PROFIT:

The Association shall not carry on a business, trade, industry or profession for profit or gain, except as incidental to its purposes and objects.

13.2 DISTRIBUTIONS:

The Association shall not distribute to the Members or to any other Person any gain, profit or dividend, or otherwise dispose of its assets without receiving full and valuable consideration, and any profits or accretions to the assets of the Association shall be used in promoting its purposes and objects.

13.3 LIQUIDATION AND DISSOLUTION:

The Association shall continue until dissolved by a special resolution of the Members at a special meeting of the Association duly called for such purpose. In the event of dissolution or liquidation, all remaining property of the Association shall be distributed so that, other than the property (if any) specifically mentioned in subsection 209(2) of *The Non-profit Corporations Act, 1995* (Saskatchewan), such remaining property is transferred to:

- a) a non-profit corporation carrying on the same or similar activities in Prince Albert National Park;
- b) The Waskesiu Foundation Inc., or its successors;
- c) If the same has been incorporated under Saskatchewan law, the municipality of Waskesiu; or

- d) any combination of the bodies described in clauses (a) to (c) above.

13.3 INDEMNIFICATION:

- a) The Association shall indemnify a Director or officer, a former Director or officer, and his or her heirs and legal representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a director or officer of the Association if:
 - i. Such Director or officer acted honestly and in good faith with a view to the best interests of the Association; and
 - ii. In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.
- b) The Association shall also indemnify such Director or officer in such other circumstances as the Act permits or requires.
- c) Nothing in these Bylaws limits the right of any Individual entitled to indemnity to claim indemnity apart from the provisions of these Bylaws.
- d) The Association may purchase and maintain insurance for the benefit of any Individual referred to in this Section against any liability incurred by him or her in the capacity as a director or officer of the Association.

APPROVED by the Members of the Association this 7th day of August, 2022 to be effective August 8, 2022.

Chair of the Board

Schedule "A"

Geographic Description of Cabin Area

That portion of the Townsite of Waskesiu Prince Albert National Park comprising Plan 93824 and encompassing all lots within Blocks 11 to 23.

Schedule "B"

Geographic Description of Cottage Area

That portion of Prince Albert National Park comprising:

- (a) Lakeview Subdivision #1;
- (b) Lakeview Subdivision #2;
- (c) Lakeview Subdivision #3;
- (d) Prospect Point Range #1;
- (e) Prospect Point Range #2;
- (f) Prospect Point Range #3; and
- (g) Lot 23 at Clare Beach.