



**BY-LAWS OF
KENRON
RESIDENTS
ASSOCIATION**

Approved by the
Kenron Residents
Association
Membership on
October 23, 2024

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Section 1 – General

1.01 Definitions

In this by-law, unless the context otherwise requires:

- a. **“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;**
- b. **“Annual Budget” means the budget for operations of Kenron Estates which is prepared by the Board and approved by the Members of the Corporation;**
- c. **“Annual Meeting” means the Annual Meeting of members;**
- d. **“Board” means the Board of Directors of the Corporation;**
- e. **“By-laws” means this by-law (including the schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force;**
- f. **“Chair” means the Chair of the Board;**
- g. **“Common Areas” refers to the green spaces, common and commercial buildings and areas shared by all members that are not a part of any mobile home site;**
- h. **“Common Expenses” means those expenses of the Corporation incurred in the performance of its duties and obligations as set out in Schedule “B” and are shared equally by the members; more commonly referred to as Maintenance Fees;**
- i. **“Corporation” means the corporation that has passed these by-laws under the Act or that is deemed to have passed these by-laws under the Act;**
- j. **“Director” means an individual occupying the position of director of the Corporation;**
- k. **“Exclusive Lease Agreement” means a lease agreement between the Corporation and the mobile home unit owner;**
- l. **“Exclusive Tenancy Agreement” means a lease agreement between the Corporation and a resident who has a Proportionate Share setting for the respective covenants and obligations of all parties with respect to the management and operation of Kenron Estates under the Kenron Residents Association (KRA), interchangeably described as Exclusive Lease Agreement;**
- m. **“KEL” means Kenron Estates Limited, a corporation that owns units that are not part of the Exclusive Tenancy Agreement;**
- n. **“Kenron Estates” refers to the mobile home park situated on Highway #2 in the City of Quinte West, Ontario comprising of 259 acres with approximately 70 acres for 450 mobile home units;**
- o. **“Member” means a member of the Corporation that has a valid Exclusive Tenancy Agreement and represents one vote per mobile home unit;**
- p. **“Members” means the collective membership of the Corporation;**
- q. **“Mobile Home Site” means an area within Kenron Estates which has been designated for the exclusive use and occupation of a resident(s) under an Exclusive Tenancy Agreement or a tenant of KEL under an existing lease agreement and has a City of Quinte West, Ontario Roll Number associated with it as described in “Schedule A”;**
- r. **“Mobile Home Unit” means an approved dwelling unit on a Mobile Home Site;**
- s. **“Officer” means an Executive Officer of the Corporation;**
- t. **“Proportionate Share” means a one four hundred and fiftieth (1/450th) share; and**
- u. **“Resident Ownership Program” means the program established by Kenron Residents Association and pursuant to which it agreed to enter into Exclusive Lease Agreements with the Resident and sell the residual interest in Kenron Estates Limited to the Corporation for the sum of one dollar (\$1.00); the transfer of the deed having occurred on December 1, 1995;**

1.02 Interpretation

Other than as specified in Section 1.01, all terms contained in this By-law that are defined in the Act shall have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.

1.03 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-laws 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.

1.04 Execution of Contracts

Deeds, transfers, assignments, contracts, obligations, bank documents, cheques and other instruments in writing requiring execution by the Corporation may be signed by any two of its Officers.

Signing authorities of the Corporation are to be any two of the Executive Committee. The Chair shall have authority to sign cheques with one signature of a value up to \$500.00. The chair has the only authority to hold and make purchases on a credit card.

Any Officer may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

1.05 Books and Records

The Board shall see that all necessary books and records of the Corporation are regularly and properly kept according to the following:

Records to be kept indefinitely:

Governing documents including: Articles, By-laws and Amendments to any Articles or By-laws

Minutes and resolutions from: **Members' meetings** and Board meetings

Registers of: Directors (including their consents and Code of Conduct), Officers and Members

Accounting records and financial statements shall be properly kept for a minimum of ten (10) years. Disposal of records may transpire through a document disposal (shredding) service where a certificate of disposal is received.

If the Corporation dissolves, records are to be kept for five (5) years past date of dissolution.

1.06 Head Office

The Head Office of the Corporation shall be in the City of Quinte West, County of Hastings, Province of Ontario and such place therein as the Board may determine.

Section 2 – Board of Directors

2.01 Election and Term for Board of Directors

The Directors of the Corporation shall be elected annually at the Annual Meeting.

The affairs of the Corporation shall be managed by a Board of Directors (Board) comprised of a minimum of five (5) and a maximum of (7) directors, each of whom at the time of election, and throughout term of office, shall be a Member of the Corporation.

The term of office of the Directors shall be from the date of the meeting at which they are elected or appointed until the next annual meeting or until their successors are elected or appointed.

Re-election of those directors whose term of office expires shall be retired at the Annual Meeting, but shall be eligible for re-election. **Nominations for vacant directors' offices will be received by** the Members of the Corporation as the final item on the agenda of the Annual Meeting.

Directors shall be elected for a three (3) year term.

2.02 Qualifications of Board of Directors

Each Director shall:

- a. be a Member in good standing at the date of election, and thereafter, remain throughout term of office;
- b. be at least eighteen (18) years of age;
- c. not be an undischarged bankrupt;
- d. must be able to manage property under Canadian law;
- e. be a resident of at least twenty-four (24) months prior to submitting name for consideration for election;
- f. cannot be a relative of a current Director;
- g. cannot be a member of the Kenron Recreation Centre Board of Directors; and
- h. must receive a negative result of an Ontario Provincial Police (OPP) Criminal Records and Judicial Matters Check (CRJMC).

2.03 Vacancies of Board of Directors

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

- a. if the Director resigns office by written notice with reason noted to the Chair of the Corporation, the resignation shall be effective at the time it is received or at the time specified in the notice, whichever is later;
- b. if the Director dies;
- c. if the Director becomes bankrupt or makes an assignment under the Bankruptcy Act;
- d. if the Director is found to be incapable of managing property by a court or under Ontario law;
- e. ceases to be a Member;
- f. if, at a meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the **expiration of the Director's term of** office; or
- g. on date of listing of the mobile home unit for sale with intent on moving from Kenron Estates.

2.04 Filling Vacancies on the Board

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. Only qualified Members are eligible to fill a vacancy among the Directors.

- a. if the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by an ordinary resolution at a Special or Annual General Meeting;
- b. a quorum of Directors may fill a vacancy among the Directors.

2.05 Committees of the Board of Directors

Committees may be established by the Board as follows:

- a. The Board may appoint from their number a managing Director or a committee of Directors and may delegate to the managing Director or committee any of the powers of the Directors excepting those powers set out in the Act that are not permitted to be delegated; and
- b. Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the **Board's responsibilities. The Board shall** determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

2.06 Remuneration of Directors

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director; provided that:

- a. Directors may be reimbursed for reasonable expenses they incur in the performance of their **directors'** duties.

2.07 Duties and Responsibilities of the Board of Directors

The duties of the Board of Directors representing the Corporation shall include but not be limited to the following:

- a. sign and carry out the Corporations annual Code of Conduct/Conflict of Interest;
- b. sign an annual Consent to Serve on Board of Directors;
- c. management, operation, care and maintenance of common areas;
- d. collection of annual fees, special assessments and common expenses from the Members;
- e. employment and dismissal of personnel and engagement into contract of services for property management services and/or contract of service/product necessary for the performance of its duties and the fulfillment of its obligations;
- f. ensure the provision of all services and the performance of duties to be provided to residents under the Lease Agreement or Exclusive Tenancy Agreement;
- g. propose amendment(s) of rules and regulations concerning the operation and use of Kenron Estates at annual meetings;
- h. enforce such rules and regulations approved by the membership;
- i. obtain and maintain insurance for the common areas, common building(s) and commercial buildings;
- j. ensure a reserve fund of a minimum of one hundred thousand dollars (\$100,000) is maintained and investment of such funds as deemed appropriate;
- k. remain within the maximum amount of twenty thousand dollars (\$20,000), excluding applicable taxes on any one transaction in any fiscal year with the approval of the membership;
- l. have a seventy-two (72) hour First Right of Refusal on the purchase of a mobile home unit in order to ensure that the best interests of the community are upheld which could include, but

- not limited to selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property owned by the Corporation at such price, on such terms and in such manner as the Corporation in its sole discretion deems advisable;
- m. leasing any part or parts of the Common Area(s) or commercial buildings with the best interest of the Membership;
 - n. settle, adjust or compromise any claim(s) which may be made upon, or which may be asserted on behalf of the Corporation;
 - o. ensure any contractor(s) operating within Kenron Estates have a minimum of two million dollars (\$2,000,000) liability insurance and have WSIB insurance before starting work; and
 - p. contract an accounting firm to perform an annual audit after fiscal year end.

Section 3 – Board Meetings

3.01 Calling of Meetings

Meetings of the Directors may be called by the Chair or any member of the Executive Committee at any time and any place on notice as required by this by-law, provided that, for the first organizational meeting following incorporation, an incorporator or a director may call the first meeting of the Directors by giving not less than five days notice to each Director, stating the time and place of the meeting (s. 32(2)).

3.02 Regular Meetings

The Board may fix the place and time of regular Board meetings and send a copy of the resolution fixing the place and time of such meetings to each Director, and no other notice shall be required for any such meetings.

3.03 Notice

Notice of the time and place for the holding of a meeting of the Board shall be given to every Director of the Corporation not less than five days before the date that the meeting is to be held. Notice of a meeting is not necessary if all of the Directors are present, and none object 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. If a quorum of Directors is present, each newly elected Board may, without notice, hold its first meeting immediately following the annual meeting of the Corporation.

Notice of Special Meetings may be called by the Chair to address time sensitive issues with notice of the time and place for the holding of the Special Meeting of the Board if given to every Director of the Corporation. If a quorum is reached for this Special Meeting, business of the meeting may proceed.

3.04 Attendance

Any director who fails without acceptable excuse to attend three (3) consecutive meetings of the Board or two (2) consecutive Annual Meetings to which the Director was given proper notice, shall be deemed to have resigned and may be replaced at a subsequent meeting of the Board.

3.05 Board Meeting Quorum

A quorum for the transaction of business at a board meeting is a majority of the board entitled to vote at the meeting, whether present in person or by proxy (Section 64(1)). If a quorum is present

at the opening of a meeting, the directors present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting. A quorum for the transaction of business at a director's meeting is fifty percent (50% + 1) of the directors entitled to vote at the meeting, whether present in person or by proxy.

3.06 Chair

The Chair shall preside at Board meetings. In the absence of the Chair, the Vice Chair shall preside at Board meetings.

3.07 Voting

Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair shall have a second vote or casting vote.

3.08 Participation by Telephone or Other Communication Facilities

If all of the Directors of the Corporation consent, a Director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting. A Director participating by such means is deemed to be present at that meeting.

3.09 Others Present at Board of Directors Meetings

Only those invited or requested by the Chair shall be able to attend a Board of Directors meeting but shall not be entitled to vote.

Section 4 – Financial

4.01 Banking

The Board shall by resolution from time to time designate the bank or credit union in which the money, bonds or other securities of the Corporation shall be placed for safekeeping.

4.02 Financial Year

The financial year of the Corporation ends on November 30 in each year or on such other date as the Board may from time to time by resolution determine.

4.03 Audit

The Corporation will ensure an audit will be completed annually.

4.04 Borrowing by the Corporation

In the best interest of the Corporation, the Board may from time to time, in such amounts and on such terms as it deems expedient:

- a. borrow money on credit;
- b. issue, sell or pledge securities;
- c. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation including book debts, rights, powers and undertakings, to secure any securities or any money borrowed, or other debts, or any other obligation or liability of the Corporation.

Section 5 – Officers

5.01 Officers

The Board shall appoint from among the Directors a Chair and may appoint any other person to be Vice Chair and Treasurer at its first meeting following the annual meeting of the Corporation. These three positions will form the Officers and Executive Committee of the Corporation. A Secretary will also be elected at this first meeting following the annual meeting but will not be an Officer or hold a position on the Executive Committee.

5.02 Office Held at Board's Discretion

Any Officer shall cease to hold office upon resolution of the Board. Unless so removed, an Officer shall hold office until the earlier of:

- the Officer's successor being appointed;
- the Officer's resignation; or
- such Officer's death.

5.03 Duties

Officers shall be responsible for the duties assigned to them and they may delegate to other board members the performance of any or all such duties.

5.04 Duties of the Chair

The Chair shall perform the duties described in Schedule B and such other duties as may be required by law or as the Board may determine from time to time.

5.05 Duties of the Vice Chair

The Vice Chair shall perform the duties described in Schedule C and such other duties as may be required by law or as the Board may determine from time to time.

5.06 Duties of the Treasurer

The Treasurer shall perform the duties described in Schedule D and such other duties as may be required by law or as the Board may determine from time to time.

5.07 Duties of the Secretary

The secretary shall perform the duties described in Schedule E and such other duties as may be required by law or as the Board may determine from time to time.

Section 6 – Protection of Directors and Others

6.01 Protection of Directors and Officers

The Corporation shall purchase and maintain a suitable insurance package for its Directors and Officers. No Director, Officer or committee member of the Corporation is liable for:

- a. the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation;
- b. joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or on behalf

- of the Corporation;
- c. the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested;
 - d. any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited;
 - e. any other loss, damage or misfortune whatever which may happen in the execution of the duties of the respective office or trust provided that they have:
 - i. **complied with the Act and the Corporation's articles and By-laws;** and
 - ii. exercised their powers and discharged their duties in accordance with the Act.

Section 7 – Conflict of Interest

7.01 Conflict of Interest

A Director who is a party to a material contract, direct or indirectly, or transaction or proposed material contract or transaction with the Corporation or is a Director or Officer of, or has material interest, directly or indirectly in, any person who is party to a material contract or transaction or proposed material contract or transaction with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction.

All Directors and Officers of the Corporation shall be required to sign a Code of Conduct/Conflict of Interest form annually at the first meeting following the annual meeting. Failure to annually sign the Code of Conduct/Conflict of Interest will result in Termination of the said Director.

7.02 Interest of Directors in Good and Services Contract

Subject to further direction of the Board, goods and services contracts between the Corporation and a Director or Officer or a business in which a Director or Officer, or a member of the immediate family of a Director or Officer, has a business interest are permitted after giving consideration to the following:

- a. the decision is made by the full board with consideration for the best value and best interest of the Corporation regardless of lowest cost;
- b. a conflict of interest is declared; and
- c. independent competitive bids are obtained.

Section 8 – Members

8.01 Members and Members Voting Privileges

Membership in the Corporation shall consist of the individuals interested in furthering the **Corporation's purposes and who have been accepted into Membership in the Corporation** by resolution of the Board. Each mobile home unit shall have one vote at members meetings and must have an Exclusive Tenancy Agreement with the Kenron Residents Association. For clarity, if a mobile home unit resident has a rental agreement with Kenron Estates Limited (KEL), they are not considered members for voting at Special or Annual Meetings.

8.02 Membership Transfer and Termination

A Membership in the Corporation is not transferable and automatically terminates if the Member relocates and/or sells their mobile home unit or such Membership is otherwise terminated in accordance with the Act.

8.03 Member Responsibilities

The duties of the Members shall include but not be limited to the following:

- a. no Member or Tenant shall be permitted to purchase more than one mobile home in Kenron Estates for the sole purpose of renting the mobile home unit;
- b. the responsibility will be on the owner of the mobile home site to ensure that the tenant will abide by all rules and regulations of the Corporation. Tenants will be approved by the process of an interview with the Corporation and furthermore, the mobile home owner will sign an agreement with the Corporation taking full responsibility for the tenant who resides in the rented mobile home unit;
- c. alterations to the exterior of the mobile home unit must submit a Construction and Alteration Request Form to the Corporation for the purpose of establishing compliance with the Rules and Regulations/Park Standards of Kenron Estates. Site survey stakes will be located free of charge prior to all home sales; if an Ontario Land Surveyor is required to install or relocate the stakes the costs will be borne by the mobile home owner and/or levied against the lease. Any alteration must also comply with Quinte West by-laws; and
- d. if a Member in good standing wishes to add an additional party(s) to their current Exclusive Lease Agreement, the party(s) must be planning to reside at the property and follow the same approval process as any new purchaser and be interviewed by representatives of the Board. An administrative fee will apply and will be due and payable to the Corporation at the time of the interview. All other costs, including legal and registration fees, are to be borne by the leaseholder.

8.04 Termination by Disciplinary Act

The Board may terminate membership or exercise disciplinary action if a Member has been found by the Board and confirmed at any board meeting to have conducted themselves and continues to do so in a manner that is not conducive to the general well-being of the Corporation or Kenron Estates. The Board will provide 15 days written notice to a Member, that the Board intends to pass a resolution authorizing disciplinary action or the termination of Membership for violating any provision of the Articles or By-laws or Park Standards.

This notice shall set out the reasons for the disciplinary action or termination of Membership. The Member receiving the notice shall be entitled to give the Board a written or oral submission opposing the disciplinary action or termination not less than 5 days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of Membership.

8.05 Termination of Membership by Board

The Board will terminate Membership if:

- a. the Member is selling the mobile home unit;
- b. the Member has died;
- c. the membership term ends or the Corporation ceases to exist; or
- d. violation of any provisions of the Articles, By-laws or Park Standards.

8.06 Termination of Membership by Member

Any Member wishing to terminate Membership and dispose of any interest under an Exclusive Tenancy Agreement may do so in accordance with the provisions of the Exclusive Tenancy Agreement.

8.07 Limited Number of Members

The number of members shall be limited to the same number of Exclusive Tenancy Agreements and in no event shall the number of Members exceed four hundred and fifty (450).

8.08 Enforcement of Agreements

No Exclusive Tenancy Agreement is enforceable against the Corporation unless the Resident is named therein or assignee is a Member of the Corporation.

8.09 Liability of Members

Members shall not be held responsible for any act, default, obligation or liability of the Corporation or for an engagement, claim, payment, loss, injury, transaction, matter or thing relating to or connected with the Corporation.

8.10 Entitlements of Members

Members are entitled to:

- a. attend Annual or Special meetings when called;
- b. vote at Members' meetings;
- c. make or discuss suggestions for consideration at Members' meetings;
- d. receive a copy of the financial statements prior to the Annual Meeting;
- e. call a special meeting (if they have 10% of members vote, and they have sent a request with reasons to each Director and the Corporations office);
- f. can request one (1) copy of the By-laws for no charge or obtain from the Corporations website;
- g. can request to examine the members meetings minutes, resolutions, list of Directors and Officers and list of Members, during regular business hours with two (2) Directors present. No copies of anything that would breach the privacy policy will be permitted. Members must sign a declaration to provide a reason that they need information and what they will use it for. Members can only use the member list for requesting a meeting of members.
- h. Members can take a number of actions under the Act to make sure Directors and Officers are properly supervising the management of the Corporation and complying with their duties by;
 - i. applying to the court for a compliance order to make Officers and Directors comply with ONCA, the articles and by-laws of the Corporation as provided for in section 191 of the Act;
 - ii. removing a Director from office by ordinary resolution at a special meeting as provided for in section 26;
 - iii. **to have greater access to financial statements to make sure their corporation's financial position is effectively supervised as provided for in section 84;**
 - iv. apply to the court to require an investigation of the corporation as provided for in section 174.

Section 9 – Common Fees, Special Assessments and Other Fees

9.01 Determination of Common Fess (Maintenance Fees)

The Board shall annually, on or before the fifteenth (15th) of October in each year, prepare an annual budget for the operation of Kenron Estates and determine by estimate, the amount of Common Expenses (may be referred to as maintenance fees) for the next ensuing fiscal year of the Corporation. The Board shall call an Annual Meeting of the Members, to be held on or before the first (1st) day of December in each year, to approve the annual budget and the estimated Maintenance Fees. The approval of the annual budget shall be determined by a majority of the votes cast by or on behalf of the Members. In case the annual budget is not approved, the Members present at the meeting shall determine the amount of Maintenance Fees for the next ensuing fiscal year.

9.02 Common Fees (Maintenance Fees)

Common Fees include, but not limited to all expenses and sums of money payable on behalf of the Corporation:

- a. incurred by it in the performance of its purposes, objects and duties and contracts entered into by the Corporation or its by-laws, resolutions, rules and regulations;
- b. for the obtaining and maintenance of any insurance coverage required under the Exclusive Tenancy Agreements;
- c. for the personnel, management and maintenance services;
- d. for the acquisition, repair, maintenance or replacement of personal property situate on the Common Areas and acquired for the general use and enjoyment of the Members;
- e. for legal, engineering, accounting, auditing, appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its purposes, objectives and duties;
- f. to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- g. contributions for the reserve fund to be used for the major repair and replacement of the Common Areas and assets of the Corporation;
- h. for additions, alterations and improvements to the Common Areas or other assets;
- i. realty taxes (including local improvement charges) levied against the Common Areas or the Mobile Home Sites until such time as taxes are levied against individual Mobile Home Sites, except to the extent that such taxes may be collected under the Lease Agreements and Exclusive Tenancy Agreements;
- j. the cost of any borrowing of money to carry out the purposes, objectives and duties of the Corporation; and
- k. the cost of obtaining and maintaining any fidelity bonds that may be required under the By-Laws of the Corporation.

9.03 Other Fees

Other fees, such as administrative fees charged for interviews or other fees will be reviewed and determined by the board of directors. Administrative fees for interviews are payable at time of interview.

9.04 Payment of Fees

Each Member shall be obligated to pay to the Corporation, or as the Corporation may direct, the Common Fees and Special Assessments.

Common Fees (Maintenance Fees): Each Member shall pay one-twelfth (1/12th) proportionate share thereof, monthly in advance on the first day of each and every month. Common Fees are determined annually and approved by the Membership at the Annual Meeting.

Special Assessments:

Extraordinary expenditures not contemplated in the estimated annual Maintenance Fees for any year and for which the Corporation shall not have sufficient funds, may be assessed at any time during the financial year in addition to the Common Fees, by the Board serving notice of such special assessment to all Members. Any such notice shall include a written statement setting out the reasons for the special assessment, and such assessment shall be payable by each Member within ten (10) days after the delivery thereof to such Member, or within such further period of time and in such installments as the Board may determine.

Default in Payment:

Arrears of any payments of any fees shall bear interest at the rate of eighteen per cent (18%) per annum until paid and shall be collectible as ancillary charges under the Exclusive Tenancy Agreement and shall constitute a lien against the Member's mobile home site under the Exclusive Tenancy Agreement. In addition to the liabilities incurred by any Member resulting from default in payment of such fees, a member who is in default shall cease to have any voting rights as a Member of the Corporation until such default is remedied.

Section 10 – Members' Meetings

10.01 Annual Meeting

The annual meeting shall be held on a day and at a place within Ontario fixed by the Board. Any Member, upon request, shall be provided, not less than ten (10) days or other number of days prescribed in regulations before the annual meeting, with a copy of the approved financial **statements, auditor's report and other financial information required by the By-laws or articles.**

The business transacted at the annual meeting shall include:

- a. receipt of the agenda;
- b. receipt of the minutes of the previous annual and subsequent special meetings;
- c. consideration of the financial statements;
- d. report of the auditor;
- e. reappointment or new appointment of the auditor for the coming year;
- f. review and approval of annual budget and maintenance fees;
- 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's proposal has been given to the office manager prior to the giving of notice of the annual meeting in accordance with the Act, so that such item of new business can be included in the notice of the Annual Meeting.

10.02 Special Meetings

The Board may call a Special Meeting of the Members. The Board shall convene a Special Meeting on written requisition of the Members who hold at least one-third- of votes that may be cast at the meeting sought to be held within 21 days after receiving the requisition unless the Act provides otherwise.

10.03 Notice of Annual Meeting

Subject to the Act, not less than 10 and not more than 50 days written notice of any annual or **special Members' meeting shall be given in** the manner specified in the Act to each Member and to the auditor (Section 55(1)(a) & (c)). Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken (Section 55(8)(a)). Notice of each meeting must remind the Member of the right to vote by proxy (Section 65).

Notices of Annual Meeting and Special Meetings will be sent by prepaid mail to the current address of not less than 10 days to Members before the Annual or Special meeting is to occur.

The non-receipt of such notice by any Member shall not invalidate the proceedings at the meeting. The Corporation can affix notice of the meeting, no later than 30 days before the day on which the meeting is held, to a **notice board where information respecting the corporation's activities is** regularly posted and that is located in a place frequented by the Members.

10.04 Quorum of Annual Meeting

A quorum for the transaction of business at a Members' meeting is a majority of the Members entitled to vote at the meeting, whether present in person or by proxy (Section 64(1)). If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting. A quorum for the transaction of business at a **members' meeting** is twenty-five percent (25%) of the Members entitled to vote at the meeting, whether present in person or by proxy.

10.05 Chair of the Annual Meeting

The **Chair shall be the chair of the Members' meeting; in the Chair's absence** the Vice Chair shall conduct the meeting. In the absence of the Chair and Vice Chair the Treasurer shall conduct the meeting.

10.06 Voting of Members at Annual Meeting

Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the Act or the By-law provided that:

- a. each Member (each household) shall be entitled to one vote at any meeting;
- b. votes shall be taken by a show of hands among all Members present and the Chair of the meeting, if a Member, shall have a vote;
- c. an abstention shall not be considered a vote cast;
- d. before or after a show of hands has been taken on any question, the chair of the meeting may require, or any Member may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct;
- e. if there is a tie vote, the Chair of the meeting shall require a written ballot, and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost; and

- f. whenever a vote by show of hands is taken on a question, unless a written ballot is required or demanded, a declaration by the Chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

In the event that an Exclusive Tenancy Agreement has more than one person named as the resident, then subject to written direction of the Corporation, either one of the persons so named as resident, present or in person or by proxy may, in the absence of the other, vote at any meeting of Members. In the event of any disagreement, the person whose name appears first on the Exclusive Tenancy Agreement shall be the Member, but if more than one of them are present or represented by proxy, this will only be counted as one vote.

A proxy shall be in writing executed by the Member, or if the Member is a body corporate, or by an officer or attorney thereof duly authorized to another member and ceases to be valid at the conclusion of such meeting. The proxy shall be deposited with the office manager of the Corporation by the deadline outlined in the annual meeting package.

Absentee voting by mail-in ballot, electronically, or by phone can be accepted by a member if the Corporation has a system that:

- a. enables the votes to be gathered in a manner that permits their subsequent verification;
- b. permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each member voted.

10.07 Persons Entitled to be Present at Annual Meetings

The only persons entitled to attend a **members'** meeting are the Members, the Directors, the auditors of the Corporation and others who are entitled or required under any provision of the Act or the articles to be present at the meeting. Any other person may be admitted only if invited by the Chair of the meeting.

10.08 Scrutineers

At each Annual or Special Meeting of the Members, one or more Scrutineers shall be appointed by resolution or by the Chair to serve the meeting.

10.09 Adjournments at Annual Meetings

Any meeting of Members may be adjourned to any time and any business may be transacted at any adjourned meeting that might have been transacted at the original meeting. Notice of the time and place of the convening of the adjourned meeting shall be given not less than three (3) day prior to the convening of such meeting and if thirty (30) minutes after the convening of such meeting a quorum is not present then those Members who are present in person or by proxy entitled to vote shall be deemed to be a quorum and may transact all business properly brought before the meeting.

Section 11 – Exclusive Tenancy Agreement

11.01 Exclusive Tenancy Agreement

Except as provided for in this section, all Exclusive Tenancy Agreements are to expire not earlier than July 31, 2033.

Except as hereinafter provided, any decision respecting the renewal of the Exclusive Tenancy Agreements must be made at a Special or Annual Meeting of the Members duly called for such propose at least three (3) months prior to the expiration thereof. Any resolution passed at such meeting must be applicable to all Exclusive Tenancy Agreements.

Notwithstanding the foregoing, the Board shall have the authority to extend or renew the Exclusive Tenancy Agreements from time to time for periods of time not to exceed twenty-one (21) years less one (1) day; provided, however, that the base rental provided for any renewal of the Exclusive Tenancy Agreements shall not exceed the sum of one dollar (\$1.00) per year.

Section 12 – Dispute Resolution

12. 01 Mediation and Arbitration

Disputes or controversies among members, directors, officers, committee members, employees or volunteers of the Corporation are as much as possible to be resolved in accordance with mediation and/or arbitration by dispute resolution.

12. 02 Dispute Resolution

In the event that a dispute or controversy among members, directors, officers, committee members, employees or volunteers of the Corporation arising out of or related to the Articles, By-laws or Park Standards, or out of any aspect of the operations of the Corporation is not resolved in private meetings between parties, then without prejudice to or in any other way derogating from the rights parties shall be settled by a process of dispute resolution as follows:

- a. the dispute or controversy shall first be submitted to a panel of mediators whereby the one party appoints one mediator, the other party (or if applicable the Board of the Corporation) appoints one mediator, the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties;
- b. the number of mediators may be reduced from three to one or two upon agreement of the parties;
- c. if the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above in accordance by law;
- d. the parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal.
- e. all costs of the mediators appointed shall be borne equally by all parties; all costs of the arbitrator appointed shall be borne by such parties as may be determine by the arbitrator.

Section 13 – Dissolution

13. 01 Dissolution of Corporation

In the event that the Corporation cannot continue to exist, or is sold to another entity, the Members will need to call a Special Meeting to vote, by majority vote, on the dissolution. Upon dissolution, after all common expenses, debts, obligations and liabilities have been paid, any remaining funds and assets shall be divided by four hundred and fifty (450) and disbursed to the current members of the Corporation.

Upon dissolution of the Corporation, the Corporation will file the Articles of Dissolution, and the letter consenting to the dissolution from the Ministry of Revenue within 60 days to the Ontario Government. The Corporation will also file with all vendors and lenders of the Corporation.

Section 14 – Notices

14.01 Services

Any notice required to be sent to any Member or Director or to the auditor shall be delivered personally or sent by prepaid mail to any such Member or Director at their latest address as shown in the records of the Corporation and to the auditor at its business address, or if no address be given then to the last address of such Member or Director known to the office manager; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

14.02 Computation of Time

Where a given number of **days' notice** or notice extending over any period is required to be given, the day of service or posting of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.

14.03 Error or Omission in Giving Notice

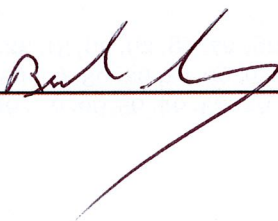
The accidental omission to give any notice to any Member, Director or Officer, member of a committee of the Board or auditor or the non-receipt of any notice by any such person where the Corporation has provided notice in accordance with the By-laws, or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

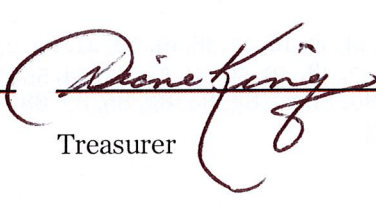
Section 15 – Adoption and Amendment of By-laws

15.01 Amendments to By-laws

This By-law may be amended by a majority vote of the Board and the Members at an Annual Meeting of the Members.

Enacted on the 23rd day of October, 2024.


Chair


Treasurer

Schedule A

For the purpose of these By-laws, the following legal descriptions are included in the definition of Kenron Estates.

Firstly:

Parts I, 2, 3, 4, 5 and 6 on Plan 21R-14822 together with a right in the nature of an easement over Part 2 on Plan 21R-11904 for the purposes set out in Instrument Number 407659, subject to a right in the nature of an easement in favour of the Bell Telephone Company of Canada over Part 4 on Plan 21R-14822 for the purposes set out in Instrument Number P-9664 and P-9665 subject to an easement in favour of Bell Canada over Part I on Plan 21R-10021 for the purposes set out in Instrument Number 391744; and

Secondly:

Part I and 2 on Plan 21R-14832 together with a right in nature of an easement over Part 3 on Plan 21R-14 78 for the purposes set out in Instrument Number 29644 1, subject to a right in the nature of an easement in favour of the Municipal Corporation of the City of Quinte West over Part I on Plan 21R-4277 for the purposes set out in Instrument Number 272505.

Common Areas:

Parts 3, 4, 5 and 6 on Plan 21R14822.
Parts 18, 154, 155, 156, 157, 158, 159, 160, 161, 162 and 163 on Plan 21R-14823.
Parts 5, 88, 89, 90, 91, 92, 93, 94, 95, 96 and 97 on Plan 21R- 14824.
Parts 102, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 on Plan 21R-14828.
Parts 33, 64, 65, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90 on Plan 21R-14828.
Parts 2, 27 and 38 on Plan 21R-14831. Parts I & 2 on Plan 21R-14832.

Mobile Home Sites

Firstly:

Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 on Plan 21R-14 823.

Secondly:

Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86 and 87 on Plan 21R-14 824.

Thirdly:

Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 on Plan 21R-14 825.

Fourthly:

Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 and 77 on Plan 21R-148 28.

Fifthly:

Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 on Plan 21R-14831.

Schedule B

Position Description of the Chair

Role Statement

The Chair provides leadership to the Board, ensures the integrity of the **Board's** process and represents the Board to outside parties. The Chair co-ordinates Board activities in fulfilling its governance responsibilities and facilitates co-operative relationships among Directors and between the Board and senior management, if any, of the Corporation. The Chair ensures the Board discusses all matters relating to the **Board's** mandate.

Responsibilities

Agendas. Establish agendas aligned with annual Board goals and preside over Board meetings if also holding the office of Chair. Ensure meetings are effective and efficient for the performance of governance work. Ensure that a schedule of Board meetings is prepared annually.

Direction. Serve as the **Board's** central point of communication with the senior management, if any, of the Corporation; provide guidance to senior management, if any, regarding the **Board's** expectations and concerns. In collaboration with senior management, develop standards for Board decision-support packages that include formats for reporting to the Board and level of detail to be provided to ensure that management strategies and planning and performance information are appropriately presented to the Board.

Performance Appraisal. Lead the Board in monitoring and evaluating the performance of senior management, if any, through an annual process.

Work Plan. Ensure that a Board work plan is developed and implemented that includes annual goals for the Board and embraces continuous improvement.

Authority to Act. For situations that require immediate attention, has authority of park operations dealing with contractors and any personnel.

Representation. Serve as the **Board's** primary contact with the public.

Reporting. Report regularly to the Board on issues relevant to its governance responsibilities.

Board Conduct. Set a high standard for Board conduct and enforce policies and By-laws concerning **Directors' conduct.**

Mentorship. Serve as a mentor to other Directors. Ensure that all Directors contribute fully. Address issues associated with underperformance of individual Directors.

Succession Planning. Ensure succession planning occurs for senior management, if any, and Board.

Committee Membership. Serve as Member on all Board committees.

Schedule C

Position Description of the Vice Chair

Role Statement

The Vice Chair provides leadership to the Board, ensures the integrity of the **Board's** process and represents the Board to outside parties. The Vice Chair supports Board activities in fulfilling its governance responsibilities. The Vice Chair supports the Board in the absence of the Chair, fulfilling all Responsibilities in the Chair's absence.

Schedule D

Position Description of the Treasurer

Role Statement

The treasurer works collaboratively with the Chair and senior management, if any, to support the Board in achieving its fiduciary responsibilities.

Responsibilities

Custody of Funds. The treasurer shall have the custody of the funds and securities of the Corporation and shall keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the Corporation in the books belonging to the Corporation and shall deposit all monies, securities and other valuable effects in the name and to the credit of the Corporation in such chartered bank or trust company, or, in the case of securities, in such registered dealer in securities as may be designated by the Board from time to time. The treasurer shall disburse the funds of the Corporation as may be directed by proper authority taking proper vouchers for such disbursements, and shall render to the Chair and Directors at the regular meeting of the Board, or whenever they may require it, an accounting of all the transactions and a statement of the financial position, of the Corporation. The treasurer shall also perform such other duties as may from time to time be directed by the Board.

To liaise with the Office Manager on the preparation of the internal financial statements and to advise on the day-to-day fiduciary operations.

Board Conduct. Maintain a high standard for Board conduct and uphold policies and By- laws regarding Directors' conduct, with particular emphasis on fiduciary responsibilities.

Mentorship. Serve as a mentor to other Directors.

Financial Statement. Present to the Members at the annual meeting as part of the annual report, the financial statement of the Corporation approved by the Board together with the report of the auditor or of the person who has conducted the review engagement, as the case may be.

Budget Committee. Serve as the Chair of the Budget Committee.

Schedule E

Position Description of the Secretary

Role Statement

The secretary works collaboratively with the Chair to support the Board in fulfilling its fiduciary responsibilities.

Responsibilities

Board Conduct. Support the Chair in maintaining a high standard for Board conduct and uphold policies and the By-laws **regarding Directors'** conduct, with particular emphasis on fiduciary responsibilities.

Document Management. Liaise with the Office Manager to keep a roll of the names and addresses of the Members. Ensure the proper recording and maintenance of minutes of all meetings of the Corporation and Board meetings. Attend to correspondence on behalf of the Board. Liaise with the Office Manager to have access of all minute books, documents, registers Corporation and ensure that they are maintained as required by law including annual filings. Ensure that all reports are prepared and filed as required by law or requested by the Board. Bring correspondence of the Members to the attention of the Chair and upon request present correspondence at Board meetings and under direction provided by the board prepare response to correspondence in a timely manner.

Meetings. Give such notice as required by the By-laws of all meetings of the Corporation, the Board and Board committees. Attend all meetings of the Corporation, the Board and Board committees.

