

RULE 2 Eligibility for membership

2.1 Membership

A person who is at least fifty-five (55) years of age may be admitted as a member by submitting a written application for membership and a subscription for the purchase of sufficient shares of the Co-op to equal the Market Value of Shares of the Unit he/she intends to occupy along with payment for the same.

2.2 Joint membership

Two or more persons all of whom are over the age of fifty-five (55) may be admitted as a member by submitting a written application for membership and a subscription for the purchase of sufficient shares of the Co-op to equal the Market Value of Shares of the Unit they intend to occupy along with payment for the same.

2.3 Approval by the Directors

The Directors may, in their discretion, approve or refuse any application for membership or may postpone making a decision about any application for membership.

2.4 Eligibility for membership

Subject to these Rules, eligibility for membership in the Co-operative is open in a non-discriminatory manner to individuals who are able to fulfill the responsibilities and conditions of membership.

2.5 Effective date of membership

Membership is effective when:

- [a] the Directors approve the application for membership;
- [b] the applicant complies with the occupancy requirements of Rule 2.6; and
- [c] the applicant purchases the required Shares.

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2.6 Membership limited to occupants

Membership in the Co-op is limited to persons who live in the Unit in the Co-op on a full-time basis as their principal residence; however, the Directors may exempt, in their discretion and upon the terms they see fit, an existing member from the application of this Rule.

RULE 3 Joint membership

3.1 Written resolutions

The signature on a written resolution of any one of the joint members is sufficient signature for all of the joint members of that membership.

3.2 Business done by joint member

Business done by one joint member is deemed to be business transacted by the joint members of that membership.

3.3 Liability of joint members

Joint members are jointly and separately liable for all assessments, levies, dues, fees, payments, and other charges imposed or payable in respect of that membership or in respect of occupancy of the Unit.

3.4 Withdrawal of joint membership

Joint members may withdraw from membership by complying with Rule 4.1 and the written notice referred to in Rule 4.1 must be signed by all joint members.

3.5 Payments to joint members

Unless otherwise agreed in writing between the Co-op and the joint members, payments, including redemption amounts, must be made to those members jointly.

R U L E S 1 2

3.6 Death of a joint member

If one or more joint member, but not all joint members, dies, the Co-op must treat the

surviving joint members as the owners of the Shares held by the joint members.

3.7 Entitlement of joint members to act as Directors

Only one joint member of a joint membership is entitled to be a Director at any one time.

RULE 4 Withdrawal from membership

4.1 Withdrawal from membership

A member may withdraw from membership in the Co-op:

[a] by giving to the Co-op at least two full calendar months' written notice calculated

from the last day of the month in which the notice is given; or

[b] with the written consent of the Directors, by giving less than two full calendar months' written notice,

and in each case, membership ceases on the last day of the notice period.

4.2 Deemed withdrawal of membership by a member

Unless the Directors determine otherwise, a member will be deemed to have given notice of

withdrawal of their membership if the member:

[a] surrenders possession of the Unit, or

[b] dies,

and in each case, notice is deemed to have been given when the event occurs and membership ceases two full calendar months later calculated from the last day of the month

in which the event occurs.

R U L E S 1 3

4.3 Withdrawal of membership with the consent of the Directors

The Directors may consent to withdrawal from membership in the Co-op by a member under

any other circumstances where it seems just and equitable to do so and may agree on the

date on which membership ceases.

RULE 5 Termination of membership

5.1 Grounds for termination of membership

Where a member:

[a] [b] [c] has engaged in conduct detrimental to the Co-op;

has not paid Maintenance Fees or any other money due by the member to the Co-op

within five days after receiving written notice to do so from the Co-op; or

in the opinion of the Directors, based on reasonable grounds,

[1] has breached a material condition of the Occupancy Agreement; and

[2] has not rectified that breach within a reasonable time after receiving written notice from the Co-op to do so,

the membership of that member may be terminated by a resolution of the Directors requiring

a majority of at least three-quarters of all the Directors and passed at a meeting of the

Directors called to consider the resolution.

5.2 Conduct detrimental to the Co-op

Conduct detrimental to the Co-op can include, but is not limited to, such things as:

[a] failure to comply, or failure to ensure compliance by any resident or person visiting

the member, with any term or provision of:

[1] these Rules or the Occupancy Agreement; or

[2] any Policy which may be in effect;

R U L E 14

causing, permitting, or threatening willful damage to the property or physical

premises of the Co-op or the Unit;

causing, permitting, or threatening violence directed against persons on the Co-op's

property;

unauthorized detention of property of the Co-op;

causing, permitting, or threatening injury or harm to the reputation of the Co-op; or repeated late payment of Housing Charges.

5.3 Material conditions of the Occupancy Agreement

Material conditions of the Occupancy Agreement are those defined as material conditions in

the Occupancy Agreement.

5.4 Notice of meeting

A member of the Co-op whose membership is proposed to be terminated by a resolution of

the Directors:

[a] [b] must receive at least seven days' notice of the meeting at which the resolution is to

be considered, together with a statement of the grounds on which the member's membership is proposed to be terminated; and

may appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

5.5 Notice of outcome of the meeting

Within seven days after the date on which a proposed resolution to terminate the membership:

[a] is withdrawn;

[b] is defeated because it does not receive the required majority of three-quarters of all

Directors; or

[c] is passed by the required majority of three-quarters of all Directors,

R U L E S 1 5

the Directors must

deliver written notice of the outcome to the member; or

if membership is being terminated for non-payment of Maintenance Fees or other money due by the member to the Co-op, serve written notice of the outcome on the member along with a notice setting out the member's right to appeal the termination

to the Supreme Court of British Columbia, as well as copies of such forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

5.6 Notice of appeal of termination

If the Directors resolve to terminate a member's membership, the member may, unless the

member's membership was terminated for non-payment of Maintenance Fees or other

money due to the Co-op, appeal the termination at the next general meeting of the Co-op by

delivering a written notice of appeal to the Co-op within seven days after the date of delivery

of the written notice given to the member advising the member of the termination of their

membership.

5.7 Appeal of termination

A person whose membership in the Co-op is terminated by the Directors on grounds other

than non-payment of Maintenance Fees or other money due by the member to the Co-op,

and who appeals the termination of the membership under Rule 5.6 continues to be a

member of the Co-op, despite the resolution of the Directors, unless the members, at the

general meeting to which the appeal is brought, confirm the termination of membership:

[a] by a Special Resolution, if the membership is terminated for "conduct detrimental"

of the member, as described in Rules 5.1 and 5.2; or

[b] by an Ordinary Resolution, if the membership is terminated for a breach of a material condition of the Occupancy Agreement, as described in Rules 5.1 and 5.3.

5.8 Confirmation of termination

If the members of the Co-op confirm the termination of a person's membership by the

Directors, the Co-op must promptly notify the person with:

R U L E S 1 6

a notice that the Ordinary Resolution or Special Resolution, as the case may be,

confirming the termination was passed by the members; and

a notice as prescribed by the Act, setting out the person's right to appeal the

termination to the Supreme Court of British Columbia, as well as copies of such

forms as may be prescribed by the Act and the *Cooperative Association Regulation*,

as amended from time to time.

5.9 Appeal to the Supreme Court of British Columbia

If a person's membership is terminated, the person may appeal the termination to the

Supreme Court of British Columbia, in the manner provided in the Act:

[a] within 30 days after the date on which the notice referred to in Rule 5.5 was served

on the person if the membership was terminated for non-payment of Maintenance

Fees or other money due to the Co-op;

[b] within 30 days after the date on which the notice referred to in Rule 5.8 was served

on the person if the membership was terminated for any other reason.

5.10 Court filing fees

At the written request of the member appealing the termination, and if the member is not in

arrears for any monthly Maintenance Fee, the Co-op must issue to the member a cheque

payable to the Minister of Finance (or to the member for reimbursement), for the amount of

the fee required by the Supreme Court of British Columbia to file a notice of appeal of the termination. If there is a dispute between the member and the Co-op respecting the amount of the Maintenance Fee, then the amount of the Maintenance Fee for the purposes of this Rule 5.10 must be the amount of that charge that is not in dispute.

5.11 Timing of request for filing fees

The request under Rule 5.10 must be made by the member within ten days after the day the member is served with notice of termination under Rules 5.5 and 5.8. If the member fails to make the request within this time, the Co-op may, but need not, issue the cheque for the filing fee.

R U L E S 1 7

5.12 Certain sections of the Act and these Rules do not apply

Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act and Rule 25 of these Rules (i.e. disputes) do not apply to terminations under Rule 5.

RULE 6 Miscellaneous matters re: withdrawal or termination of membership

6.1 Possession and occupancy rights

The right of a member, or that of any person residing in the Unit, to possession or occupancy of the Unit is terminated upon withdrawal from membership, termination of membership, or if membership ceases for any other reason.

6.2 Refund of amount paid for Shares

Subject to any liens of the Co-op and the right of the Co-op to set off any amounts due to the Co-op by the member, and subject to the provisions of the Act, a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any

other reason, is entitled to a refund of the amount the member paid for Shares if the member:

[a] and all other residents of the Unit, have vacated the Unit, and

[b] has paid all amounts due by the member to the Co-op.

6.3 No release from debts or obligations

Withdrawal from membership, termination of membership, or cessation of membership for

any reason does not release the member from any debt or obligation owed to the Co-op.

6.4 Withholding of refund

The Directors may withhold the refund to which a member may otherwise be entitled until a

purchaser satisfactory to the Directors purchases the shares of the member.