

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5906

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Burnaby Horsemen's Association.

The Council of The Corporation of the District of Burnaby
ENACTS as follows:

1. This By-Law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 1, 1971".
2. The Council is hereby authorized and empowered to demise and lease unto Burnaby Horsemen's Association that municipally-owned land more particularly known and described as a portion of Lot Four (4), Block Three (3), of District Lot Fourteen (14), Group One (1), Plan 3047, New Westminster District, shown outlined in red on sketch attached hereto and marked Schedule "B", upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked as Schedule "A".
3. The Mayor and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 17th day of May , 1971.

Read a second time this 17th day of May , 1971.

Read a third time this 17th day of May , 1971.

Reconsidered and adopted this 25th day of May, 1971.



[Signature]
ACTING M A Y O R

[Signature]
C L E R K

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st day of
May, 1971.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

BURNABY HORSEMEN'S ASSOCIATION, of 9080 Avalon
Avenue, in the Municipality of Burnaby, Province
of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands situate,
lying and being in the Municipality of Burnaby, in the Province of
British Columbia more particularly hereinafter described.

AND WHEREAS the Lessee has agreed to abide by the Consti-
tution and By-Laws of the Burnaby Horsemen's Association, as presently
constituted, a copy of which is attached hereto and marked "A".

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the premises and the rents,
covenants and conditions herein respectively reserved and contained,
the Lessor doth lease unto the Lessee ALL AND SINGULAR that parcel
or tract of land (hereinafter called the "said demised premises")
situate, lying and being in the Municipality of Burnaby, Province
of British Columbia, and more particularly known and described as
a Portion of Lot Four (4), Block Three (3), of District Lot Fourteen
(14), Group One (1), Plan 3047, New Westminster District, shown out-
lined in red on sketch attached hereto and marked "B".
2. TO HAVE AND TO HOLD the said demised premises unto the
Lessee for the term of twenty (20) years, commencing the 1st day
of May, 1971, and ending on the 30th day of April, 1991.
3. YIELDING AND PAYING THEREFORE unto the Lessor in advance,
yearly and every year, the rent of One (\$1.00) Dollar per annum,

payable on or before the 1st day of May in each year at the office of the Lessor, and whether demanded or not, the first payment to be made on or before the first day of May, 1971, which said rent shall be renegotiated by the Lessor and Lessee ten (10) years from the date hereof and every five (5) years thereafter during the term: and on the first day of May, June, July, August, September, October, November and December, 1971, an amount equal to one-twelfth (1/12) of the annual taxes which would be levied upon the said demised premises, if the same were privately owned, without any deductions of any kind whatsoever. ✓

4. The Lessee covenants with the Lessor.

- (a) To Pay rent. ✓
- (b) To pay all taxes, including taxes for local improvements and works. ✓
- (c) Not to commence the construction of or alteration to any building on the said demised premises without the written approval of the Burnaby Parks and Recreation Commission (hereinafter called the "Commission") and the Chief Building Inspector of the Lessor.
- (d) After approval has been obtained under Clause 4 (c) hereof and within twelve (12) months from the date hereof to commence construction of a building to stable horses on the said demised premises and to complete construction of same in a good and workmanlike manner and in accordance with all By-Laws of the Lessor so that same is fit for use not later than twenty-four (24) months from the date hereof; PROVIDED HOWEVER, that if the work is unavoidably delayed due to labour disputes, strikes, weather conditions or accidental causes beyond the Lessee's control, of which the Commission shall be the sole judge, the time for completion shall be extended for a period equivalent to the work time lost by reason of any or all of the causes aforesaid. The extended time period shall be determined and fixed by the Commission, which determination shall be final, but no such allowance shall be made unless a claim therefore is presented in writing to the Commission

- by the Lessee within ten (10) days after the occurrence of such delay.
- (e) To commence and complete construction of any subsequently approved building on the said demised premises in a good and workmanlike manner and in accordance with all By-Laws of the Lessor so that same is fit for use not later than twelve (12) months from the date of such approval; PROVIDED HOWEVER, that if the work is unavoidably delayed due to labour disputes, strikes, weather conditions or accidental causes beyond the Lessee's control, of which the Commission shall be the sole judge, the time for completion shall be extended for a period equivalent to the work time lost by reason of any or all of the causes aforesaid. The extended time period shall be determined and fixed by the Commission, which determination shall be final, but no such allowance shall be made unless a claim therefore is presented in writing to the Commission by the Lessee within ten (10) days after the occurrence of such delay.
 - (f) To forthwith pay all accounts and expenses for work or labour done upon and materials supplied to the said demised premises or any improvements thereon.
 - (g) Not to carry on the said demised premises or any improvements thereon any trade or business without first obtaining the written consent of the Lessor.
 - (h) To observe and abide by all laws, regulations, and By-Laws of the Lessor or other competent authority which may be applicable to the said demised premises and any improvements thereon and the use to which the said demised premises and any improvements thereon shall be put by the Lessee; and not to carry on or suffer to be carried on any activity, upon the said demised premises or any improvements thereon, which may be deemed by the Lessor to constitute a nuisance or to be immoral.
 - (i) To repair and to keep the walks and gates and other appurtenances in, on and about the said demised

premises and any improvements thereon in good order and repair.

- (j) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.
- (k) At all times to obey all orders, directives and requests made by any municipal or other public authorities including all orders, directives and request to carry out repairs and/or effect changes to the said demised premises or any improvements thereon in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law.
- (l) To use the said demised premises only for the keeping, exercising and stabling of horses, horse riding and the improvements thereon only for the keeping and stabling of horses, keeping and storing food and medical supplies for the horses, brushes, tools and similar things necessary for the operation of a stable.
- (m) Not to cut down any live trees without obtaining the written permission of the Commission and to maintain the said demised premises and any improvements thereon in good order and repair including cutting the grass on the said demised premises.
- (n) To keep up fences and gates on or around the said demised premises.
- (o) Not to assign or sublet without leave.
- (p) When applying to the Lessor for consent to a proposed assignment or subletting to furnish the Lessor with assignment or subleasing forms acceptable to the Lessor, and same shall not be valid and binding until executed by the Lessor. A true copy of all such agreements shall be furnished to the Lessor forthwith after execution by the Lessor and Lessee.
- (q) To pay in every year during the term hereof all rates and charges for water, gas, electric lights, power and telephone and other public utilities or services supplied to or used on the said demised premises or any improvements thereon and

to indemnify the Lessor and the said demised premises and any improvements thereon against all costs and charges in respect thereof.

- (r) That it will immediately pay and discharge any sheriff's executions filed against the said demised premises or any improvements thereon for which it is responsible, and also any liens or other charges attaching thereto by reason of any act or omission on its part, whether caused by any work, services or materials which it has had performed or supplied in connection with the said demised premises or any improvements thereon, or by failure to pay any sales or corporation tax for which it is responsible.
- (s) To assume the sole responsibility for the condition, operation, maintenance and management of the said demised premises and any improvements thereon and that the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.
- (t) To indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees agents, sub-lessees, or licensees or invitees on the said demised premises or any improvements thereon. The Lessor shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Lessor and all such claims, demands, suits or actions recoverable from the Lessor or the property of the Lessor shall be a debt due to it from the Lessee and recoverable by action or by set-off against any money due from the Lessor to the Lessee.

- (u) To leave the said demised premises and any improvements thereon in good repair.
- (v) Not to discriminate against any person by reason of race, colour, religion or origin.
- (w) To keep the said demised premises and all improvements thereon insured at all times throughout the term in the joint names of the Lessor and the Lessee from loss or damage by fire, flood, explosion and special perils normally insured against under a comprehensive policy in a sum equal to the full insurable value thereof from time to time throughout the said term, and whenever feasible will cause all insurance monies received by virtue of such insurance to be forthwith paid out in rebuilding and reinstating the said demised premises or any part thereof or any improvements thereon in respect of which said monies shall have become payable. PROVIDED that if any building or reinstatement of any building or any part thereof or any improvement on the said demised premises is not feasible or shall be frustrated, such insurance monies shall be applied firstly, in payment of all arrears of rent and other charges due to the Lessor under these presents and also in reimbursement to the Lessor for all costs incurred in the demolition of the damaged premises and the restoration of the said demised premises as nearly as may be possible into the condition in which they stood at the beginning of this lease, and the balance shall be paid to the Lessee, and the forfeiture provisions under this lease shall be applicable.
- (x) To prohibit any horses from running at large off of the said demised premises.
- (y) To keep unattended horses in stables, fenced paddocks, or pastures on the said demised premises.
- (z) To pay all costs of operating and maintaining the said demised premises and any improvements thereon.

- (aa) To construct, at its own cost and expense, all improvements on the said demised premises, including water, sewer, drainage, electricity, gas, and any other utility installations.
- (ab) Not to commence construction of any improvements on the said demised premises until the Lessee has provided the Lessor with the following:
- (i) Plans and specifications approved by the Parks and Recreation Administrator of the Lessor of the proposed improvements;
 - (ii) An estimate in writing from an Architect or Professional Engineer setting out the Cost of Constructing the improvements on the said demised premises or a firm undertaking in writing from a licensed contractor undertaking to construct the said improvements for a fixed sum;
 - (iii) A statement in writing from a bank or trust company or similar institution stating that they have on hand funds to cover the cost of constructing the improvements on the said demised premises and that the said demised premises has not been mortgaged or hypothecated to secure the said sum.
 - (iv) A statement in writing from the Lessee that it will not mortgage or hypothecate the said demised premises.
- (ac) To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Lessor, at the Lessee's expense, Comprehensive General Liability insurance coverage covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of sub-contractors; Completed Operations Liability, Contractual Liability, and Automobile Liability Insurance (owned and non-owned or hired units).

The limits of liability shall be not less than the following:

Bodily Injury Liability -

\$500,000.00 each occurrence
500,000.00 completed operations

Property Damage Liability -

\$500,000.00 each occurrence
500,000.00 completed operations

Owned and Non-Owned Automobile Liability Insurance
Bodily Injury and Property Damage Liability -

\$500,000.00 any one accident

The Lessor shall be added as an additional named insured under the Comprehensive General Liability and Non-Owned Automobile Liability insurance.

A Cross Liability clause shall be made part of the Comprehensive General Liability insurance.

The Comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty days notice to the Lessor by Registered Mail.

Prior to the execution of the within lease the Lessee shall file with the Lessor a copy of each insurance policy and certificate required. Coverage of completed operations liability may be dispensed with Twelve (12) months after the improvements on the said demised premises have been completed.

Should the Lessee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Lessor, then it shall be lawful for the Lessor to obtain and/or maintain such insurance and the Lessee hereby appoints the Lessor his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Lessor for insurance premiums under the provisions of this clause shall be charged to the Lessee.

(ad) To collect and remove from the said demised premises and any improvements thereon, at the Lessee's expense, all garbage and manure. All garbage and manure prior

to removal shall be stored on the said demised premises in adequate and sanitary receptacles. Such receptacles shall be approved by the Lessor prior to use by the Lessee.

- (ae) To stable horses only on the ground floor of the buildings on the said demised premises.
- (af) To provide adequate feed storage bins and lockers for the storage of liniment, brushes, tools and similar things in the stables on the said demised premises.
- (ag) To restrict access to the hay lofts above the stalls in the stables on the said demised premises to members and employees of the Lessee.
- (ai) To provide in the first stable built on the said demised premises one stall for sick horses, containing a hopper type sink with hot and cold running water, which said stall will be accessible from the outside only and will be used until a separate stable containing stalls for sick horses is constructed on the said demised premises.
- (aj) To provide in each stable on the said demised premises one male and one female rest room (for stable users only) with access from the inside of the said stable only. Each of the said rest rooms shall contain one flush toilet and one hand basin with hot and cold running water and said fixtures shall be connected to the sanitary sewer.
- (ak) To provide in the first stable to be constructed on the said demised premises one or more male and one or more female restrooms with access from the outside of the said stable. Each of the said rest rooms shall contain one flush toilet and one hand basin with hot and cold running water and said fixtures shall be connected to the sanitary sewer.
- (al) To provide, on the said demised premises and any improvements thereon sufficient, in the opinion of the Commission, water taps and electrical outlets for the proper grooming, cleaning and feeding of the horses.

- (am) To provide on the said demised premises a sump inter-ceptor to the stable waste water gutter system so that clean water only is discharged into the sanitary sewer.
- (an) To install in each stable on the said demised premises one 1½" hose cabinet, fully equipped for fire protection.
- (ao) To provide two hinged swinging doors in the sliding doors in each stable constructed on the said demised premises.
- (ap) To provide in each stable constructed on the said demised premises two pressurized water-type fire extinguishers.
- (aq) To provide, at the Lessee's expense, one or more fire hydrants on the said demised premises. No building on the said demised premises shall be further away than 400 feet from a fire hydrant.
- (ar) To abide by the Constitution and By-Laws of the Lessee as presently constituted, a copy of which is attached hereto and marked "A".
- (as) To provide, at the Lessee's expense, parking on the said demised premises for the Lessee's vehicles.
- (at) Not to prepare or allow to be prepared on the said demised premises or any improvements thereon any food or beverages for human consumption.

5. Proviso for re-entry by the Lessor on non-payment of rent, or non-performance of covenants.

6. The Lessor covenants with the Lessee for quiet enjoyment.

7. In the event that any of the improvements erected upon the said demised premises should be destroyed by fire or other calamity, or be demolished, or by reason of any other occurrence, become incapable of being decently utilized, then unless the Lessee shall, within thirty days of happening of any such event, give to the Lessor written notice of its intention to rebuild, replace or reinstate the improvements so destroyed, demolished or rendered unuseable in a manner and in accordance with a standard which will meet the satisfaction of the Lessor and actually carries such proposal through to completion to the Lessor's satisfaction within twenty-four months,

of the happening of any such event, then the remaining term under this lease shall, at the Lessor's option, become forfeited and determined, and it shall be lawful for the Lessor at any time thereafter to enter upon the said demised premises or any part thereof, and any improvements thereon, in the name of the whole, to re-enter, repossess, and enjoy the same, anything herein contained to the contrary notwithstanding.

8. Should the said demised premises or such portion of same as necessitate the demolition or removal of an improvement or improvements thereon, be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of such taking, and both the Lessor and the Lessee shall be released from any further liability hereunder.

9. PROVIDED that if and whenever the rent hereby reserved, or any part thereof, or any sum which by virtue of these presents is collectable as rent, shall be unpaid for ten days after any of the days on which the same become due, the Lessor may forward notice in writing to the Lessee demanding that the sum so in arrears be paid forthwith, and failure by the Lessee to pay the arrears within thirty days following its receipt of such notice shall, at the option of the Lessor, operate as a forfeiture of this lease, and it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, and any improvements thereon, in the name of the whole to re-enter, repossess and enjoy the same, anything hereinafter contained to the contrary notwithstanding.

10. It is agreed that if the Lessee is at any time in default in the observance of any of its covenants contained in clause four hereof, other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensation in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within thirty days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself

cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall on demand be paid by the Lessee on the next day, or on such other rent days as the Lessor may specify, and if not paid by the Lessee be treated in the same manner and be subject to the same remedies as for non-payment of rent. If the default is, in the opinion of the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the thirty-day period have referred to, re-enter into and upon the said demised premises or any part thereof and any improvements thereon, in the name of the whole, to re-enter, repossess and enjoy the same, and this lease shall be thereby determined.

11. PROVIDED ALSO, that if the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or the Lessee being an incorporated society an order shall be made winding it up or accepting the surrender of its charter, then in every case the then current rent, shall immediately become due and be payable, and the said term shall, at the option of the Lessor, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the said demised premises and any improvements thereon.

12. The Lessee covenants that the Lessee shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the said demised premises or to any buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises, or arising out of the Lessee's use and occupancy of the said demised premises or any buildings, structure, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being on the said demised premises.

13. The Lessee covenants with the Lessor that the Lessee will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building or other structure or installation upon, over or under the said demised premises without first obtaining the written consent of the Commission.

14. If the parties hereto fail to agree on any rental fee or fees being renegotiated the matter shall be referred to arbitration under the Arbitration Act.

15. It is agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

16. If the Lessee duly and regularly pays the rent and performs all of the provisos and agreements contained herein on the part of the Lessee to be performed, the Lessor may, at the expiration of the term hereof, upon written request of the Lessee, grant to the Lessee a renewal and extension of this lease for a further period of twenty (20) years upon the same terms and conditions as contained herein except this covenant for renewal: PROVIDED ALWAYS that the Lessee shall have given to the Lessor six months' notice in writing before the expiration of the term hereof of its desire to have such extension and renewal.

17. Whenever in this lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by Registered Mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way, Burnaby, B.C.

To the Lessee at 9080 Avalon Avenue, Burnaby 2, B.C.

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to some adult person on the said demised premises, if occupied, or, if not occupied, by posting up a copy of the said notice on the said demised premises or any improvements thereon.

17. A. Any rent due, or other sums payable under these presents shall be payable to the Lessor at its office situated at the address above specified, or in such other manner or place as the Lessor may from time to time in writing direct.

18. It is agreed that at the expiration of the term the ownership of all buildings, structures, and improvements affixed to the said demised premises and all fixtures in and about the said buildings, structures and improvements shall vest in the Lessor and no compensation shall be payable to the Lessee by the Lessor for the said buildings, structures, improvements and fixtures, as aforesaid.

19. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

20. It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their corporate seals, attested by the hands of their proper signing officers in that behalf duly authorized, as of the day and year first above written.

THE CORPORATE SEAL OF BURNABY HORSEMEN'S ASSOCIATION WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Amos E. McHenry President
J. R. Johnson VICE PRESIDENT.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

[Signature]
MAYOR
[Signature]
CLERK

CONSTITUTION AND BY-LAWS OF THE
BURNABY HORSEMEN'S ASSOCIATION
OF BRITISH COLUMBIA

5-5-76 ✓

CONSTITUTION

- I NAME The Society shall be known as the "BURNABY HORSEMEN'S ASSOCIATION", (hereinafter referred to as the "Association").
- II DISTRICT The operation of the Association are to be chiefly carried on in the Municipality of Burnaby, in the Province of British Columbia, Canada.
- III OBJECTS
1. To provide facilities for the raising, training, exercising, stabling and upkeep of the horse.
 2. To provide for junior and senior horsemanship programmes.
 3. To provide for recreational riding, trail rides, hay rides, sleigh rides, horseshows, gymkhanas, riding, driving competitions and other displays of horses and horsemanship.
 4. To foster and promote friendly connections with people in other communities, provinces and states, while pursuing this active outdoor sport. To produce genuine sportsmanship, understanding and kindness to animals and likewise people.
 5. The Association is not by itself or in union with any organization, group or individual to engage in any enterprise which has gain for its object other than that of a community nature, and for the direct benefit of the community.

In order to carry out these objects the Association will operate in cooperation with the Burnaby Parks and Recreation Commission (hereinafter referred to as 'the Commission') and shall confine its operation principally to the Municipality of Burnaby. The Association will not operate a social club and this provision is unalterable.

BY-LAWS

IV MEMBERSHIP AND FEES

1. Membership in the Association shall be open to all adults and children residing in and round the Municipality of Burnaby.
2. Membership fees shall be assessed by the Executive Committee on an annual basis. Payment of a single membership fee shall entitle all members of that family to participate in all the activities of the Association.
3. Membership fees shall be due and payable on a date set by the Executive Committee.
4. Every family or individual member, in good standing shall be entitled to one vote at any Annual General Meeting, General Meeting or Extraordinary General Meeting of the Association.

5. Any organization wishing to apply for membership in the Association shall apply in writing to the Executive Committee. Such application shall state that the organization will abide by and comply with the Constitution and By-Laws of the Association and will produce such documents and statements (financial or otherwise) pertaining to their organization as may be requested by the Executive Committee.
6. The Executive Committee upon being satisfied that the applying organization complies with the By-Laws of the Association shall admit that organization to membership in the Association. Each organization so admitted shall be known as a member organization.
7. Each member organization in good standing shall be entitled to one vote at any Annual General Meeting, General Meeting or Extraordinary General Meeting of the Association.
8. A member organization shall cease to be a member of the Association if it ceases to comply with the By-Laws of the Association or if the said member organization resigns from membership and signifies its intention in writing.
9. Participation in any activity group of the Association is limited to members in good standing of the Association.
10. Participants in any activity group shall be subject to such fees as may from time to time be assessed by the Executive Committee.
11. Membership in the Association may be cancelled by the Executive Committee giving the member or member organization thirty days written notice of such cancellation.
12. Membership in the Association may be revoked by unanimous vote of the Board of Directors for any of the following reasons:
 - a. Non-payment of dues.
 - b. Flagrant disregard of Association rules, regulations or By-Laws.
 - c. Personal conduct while engaged in the Association activities, deemed to be damaging to the Association or its members.
 - d. Abuse of animals.
13. The Association shall be free of discrimination in any form whatsoever.

V OFFICERS, DIRECTORS AND EXECUTIVE COMMITTEE

1. The members in good standing and present at the Annual General Meeting shall elect eight members to be the Board of Directors. The Board of Directors shall elect from their own number a President, Vice President, Secretary and a Treasurer.
2. The Board of Directors shall serve for two years. The President and the Vice President shall hold office for one year and shall be elected from the original eight directors.
3. In the interest of continuity in handling the business of the Society a retiring Director shall be eligible for re-election.
4. The Society may from time to time increase or reduce the number of Directors by ordinary resolution, whether previous notice thereof has been given or not.

5. Any casual vacancy occurring in the Board of Directors may be filled by the Directors.
6. The Board of Directors shall, at its first meeting appoint an auditor for the Association for the ensuing year.
7. The Board of Directors shall appoint Special Committees when necessary.
8. The Board of Directors shall have the power to organize fund raising activities and shall have the power to allocate from its funds any sum considered necessary to assist any group or organization.

VI MEETINGS

1. The Annual General Meeting of the Association shall be held once in every year, on a date to be set by the Board of Directors during the month of March.
2. Fourteen days written notice of the Annual General Meeting or any General Meeting or Extraordinary General Meeting of the Association shall be given to each member of the Association at the address furnished by the member to the Secretary of the Association.
3. Every member in good standing and present at any Annual General Meeting, General Meeting or Extraordinary General Meeting of the Association shall be entitled to one vote on all matters calling for a vote at the said meeting; provided that every family in good standing and present at any Annual General Meeting, General Meeting or Extraordinary General Meeting shall be entitled to only one vote on all matters calling for a vote at the said meeting.
4. The business to be transacted at the Annual General Meeting of the Association shall be the consideration of the report of the Board of Directors and of the balance sheet certified by the auditor of the Association and of such other business as may be presented by the members present.
5. 20% of the total membership in good standing shall constitute a quorum at any Annual General Meeting, General Meeting or Extraordinary General Meeting of the Association.
6. Within 21 days of the receipt by the Secretary of a petition signed by 10 members in good standing of the Association requesting an Extraordinary General Meeting, the Board of Directors shall cause such meeting to be held to deal with the specific business as stated in the said petition.
7. The Board of Directors shall meet within 14 days following the Annual General Meeting and thereafter regularly and as required and, in any event, at the call of any one member of the Board of Directors.
8. Four members of the Board of Directors present at a meeting of the Board of Directors shall constitute a quorum.
9. The President or, in his absence, the Vice President, or in his absence, some other officer or director chosen by the Board of Directors to act as chairman, shall preside at all meetings of the Executive Committee and at all meetings of the Association.

10. Each member of the Board of Directors, including the chairman, shall be entitled to one vote.
11. No member of the Board of Directors shall cast more than one vote notwithstanding the fact that he may hold more than one office on the Board of Directors of the Association.

VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

THE PRESIDENT (chairman)

1. The President shall preside at all Annual General, General, Extraordinary General and Executive Meetings.
2. The President shall be an ex-official member of all Committees.
3. The President shall generally perform all the duties of the President.

VICE PRESIDENT

The Vice President shall, in the absence of, or at the request of the President, have all the powers and perform all the duties of the President.

THE TREASURER

1. The Treasurer shall keep accurate accounts of the Association's financial activities and shall submit a statement at each Board of Directors meeting showing the income and expenditures for the current period.
2. The Treasurer shall prepare and keep proper books of account.
3. The Treasurer shall present to the Annual General Meeting an audited statement of account.
4. The Treasurer shall open an account in the name of the Association at an approved Bank and shall deposit all funds therein.
5. The Treasurer shall perform all duties usual to his office.

THE SECRETARY

The Secretary shall prepare and keep proper Minute Books and enter therein all matters pertaining to the conduct of the Association and all Minutes of meetings whether of members, or the Board of Directors.

OFFICERS AND DIRECTORS TERMINATION

Any Officer or Director wishing to terminate his Office shall give the Association thirty (30) days notice in writing.

VIII THE SEAL

The seal of the Association shall be kept in the custody of the Secretary of the Association and shall be used only in accordance with a resolution of the Board of Directors of the Association and all writing and documents requiring to be sealed on behalf of the Association shall be sealed in the presence of such Officers or Directors as are named in the said resolution who shall sign every instrument to which the seal is so affixed.

IX THE DEPOSIT OF FUNDS AND BANKING AND INVESTMENT

1. All monies received by the Association shall be deposited in a chartered bank and shall be used to pay benefits and to make other such disbursements as the Board of Directors may deem necessary and proper.
2. The Secretary of the Association shall forthwith cause banking resolutions of the Association to be signed and sealed. All cheques and negotiable instruments of the Association shall be signed, made, drawn and accepted or endorsed as the Board of Directors may from time to time determine by resolution. Any monies of the Association not required for the purpose as set out above may be invested by the Board of Directors in any securities authorized by law for investment of trust funds, subject to the approval of the General Membership.
3. The Board of Directors shall create and maintain a reserve fund as they in their sole discretion may deem necessary from time to time.
4. The Board of Directors shall have the power to enter into such insuring agreements as they in their sole discretion may deem advisable for the better carrying out of any of the objects of the Association.
5. Neither the Board of Directors nor the Association shall have the power to lend the money of the Association.

X EXERCISE OF BORROWING POWERS

Subject to the observance of the provisions of Section 12 of the "Societies Act" with reference to the issue of debentures, the Board of Directors is hereby authorized to borrow any sums of money from any chartered bank, firm, corporation or person whatsoever upon the credit of the Society for the purpose of carrying out its object, provided, however, that should the sum proposed to be borrowed exceed the sum of \$300.00 then an extraordinary resolution of the members of the Association shall be required to be passed before such borrowing shall be undertaken.

XI AMENDMENTS

The By-laws of the Association may be amended by an extraordinary resolution. The notice of any meeting called to consider an extraordinary resolution shall contain a copy of the resolution together with the names of the proposers of the extraordinary resolution. For the purpose of the By-laws of the Association an extraordinary resolution means a resolution passed by two-thirds of the members entitled to vote as are present at a general meeting of which notice specifying the intention to propose a resolution as an extraordinary resolution has been duly given.

XII GENERAL

Wherever the masculine is used in these By-laws, the same shall be deemed to include the feminine.

WE, the undersigned, HEREBY DECLARE that we desire to form a society under the "Societies Act".

DATED at Vancouver, British Columbia, this 9th day of February,

A.D. 1967

<u>FULL NAME OF SUBSCRIBER</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>
Winnafred E. D'Altroy	3860 Edinburgh St., Burnaby 2	Housewife
Kathryn Mildred Wolfe	746 Robinson, New Westminster	Student
J.A. Waddington	5696 Frances St., Burnaby 2	Construction Planner
Marlene O. Walker	421 Duthie Avenue, Burnaby 2	School Teacher
L.R. Hicks	123 N. Holdom Ave., Burnaby 2	Fence Estimator
WITNESSED - William J. Walters	421 Duthie Ave., Burnaby 2	Carpenter

PLAN 10458

DTLO
B.C. HYDRO

PLAN 12540

REM. LOT 2

Blaine Ave?

"B"

4

317637

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
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CARRIAGE ROAD

AVALON AVE.

THE CORPORATION OF THE DISTRICT
OF BURNABY

and

BURNABY HORSEMEN'S ASSOCIATION

L E A S E

DATED: May 1, 1971