

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: ***Hendrichs v. Sunshine Community Co-operative Club***,
2006 BCSC 320

Date: 20060227
Docket: S14284
Registry: Chilliwack

Between:

Bernd Hendrichs, Marilyn Hendrichs, Donald MacDonald, Dawn MacDonald, Donald Bender, Sharon Bender, Anthony Jongedijk, Joyce Jongedijk, George Bonney, Kathy Bonney, Roger Nardi, Barbara Nardi, Gordon Zucht, Ruben Benbaruj, Estrella Benbaruj, Ashok Ghatе, Ursula Ghatе, Beata Korabek, Oldrich Korabek, Cecile Peters, Norman Cowling, Charlene Cowling, Hazel Boyd, Peter Zazulak, Riaz Kassam, Nusserin Kassam, Marc Porter, Barbara Lebeau and James Benbaruj

Petitioners

And

Sunshine Community Co-operative Club, also known as Sunshine Community Co-operative Club Association, and Sunshine Valley Utilities Ltd.

Respondents

Before: The Honourable Mr. Justice Joyce

Reasons for Judgment

Counsel for the petitioners Anthony Jongedijk, Joyce Jongedijk and Hazel Boyd

R. Wilinofsky

Barbara Lebeau appearing on her own behalf and as agent for the petitioners other than Anthony Jongedijk, Joyce Jongedijk and Hazel Boyd

Counsel for the respondents

L. Smith

Date and Place of Hearing:

August 29-31, September 1, October
11-12, 2005
Chilliwack, B.C.

INTRODUCTION

[1] The petitioners are residents and former residents of Sunshine Valley, a community located a few kilometres to the east of Hope, British Columbia, along the Hope-Princeton Highway. It was developed by two brothers, Donald and Ray Low through their company, Sunshine Valley Developments Ltd. (“SVD”). There are a number of different types of property holding in Sunshine Valley, including freehold lots, strata corporations and share ownership in a corporation which gives a right of exclusive occupation. The petitioners represent all of these kinds of ownership.

[2] Sunshine Community Co-operative Club (“SCCC”) is a co-operative association incorporated under the ***Cooperative Association Act***, S.B.C. 1999, c. 28 (the “***Act***”). It was created to provide recreation facilities for all of the residents of Sunshine Valley. It has in fact played a larger role in Sunshine Valley and has purported to act as a local government. All of the petitioners became members of the SCCC when they acquired their property interests and paid recreation dues to defray the expenses associated with providing the recreation facilities.

[3] Sunshine Valley Utilities Ltd. (“SVUL”) is a company that provides certain utilities, including water and propane, to residents of Sunshine Valley. Prior to January 2002 SVUL was the entity that invoiced and collected the recreation dues.

[4] Beginning in 1999 a number of residents became disenchanted with the SCCC, decided to resign from the Club and ceased paying monthly recreation dues. For some time, up to at least the commencement of these proceedings, SCCC took the position that residents of Sunshine Valley could not resign from the Club and cease paying dues.

[5] The petitioners brought this petition seeking to determine their right to withdraw from membership in SCCC and their obligation, if any, to pay recreation dues thereafter. On July 7, 2004 the court granted leave to the petitioners to file an amended petition. One of the petitioners, Hazel Boyd, retained her own counsel and filed an amended petition dated May 2, 2005.

[6] In response to the petition, SCCC, SVD and SVUL brought an action (Chilliwack Registry No. S 14763) to collect what they claimed were unpaid recreation dues owed by the petitioners, even though they had withdrawn from SCCC. The plaintiffs in that action claimed various other relief. The claim concerning unpaid recreation dues was set down for hearing under Rule 18A.

[7] The petitions and the Rule 18A application were heard at the same time. While the two proceedings arise out of the same factual background they involve different albeit related issues and though I have delivered separate reasons for judgment in the two proceedings, they should be read in conjunction with one another.

[8] At the outset of the application I was informed that the petitioners Anthony Jongedijk, Joyce Jongedijk and Peter Zazulak had resolved the issues between themselves and the respondents in the petition.

RELIEF CLAIMED IN THE PETITIONS

[9] While expressed in various forms, the relief that the petitioners seek essentially relates to their position that they are not required to be members of SCCC and that, upon ceasing to be members, they are not required to pay monthly recreation dues. The relief claimed in the petition and in Ms. Boyd's amended petition is set out as an Appendix to these reasons.

FACTS

[10] I propose to summarize, for each of the petitioners, the circumstances in which they acquired their property interest in Sunshine Valley, the date and manner in which they attempted to end their membership in SCCC and the actions of the SCCC and SVUL in response.

Bernd Hendrichs and Marilyn Hendrichs

[11] The Hendrichs purchased two lots in Parkhill Village, one in July 1993 and one in April 1995. They became members of SCCC in July 1993 when they purchased the first lot. When they acquired each lot the Hendrichs began to receive monthly invoices for recreation dues from SVUL, which was the company appointed by SCCC as its agent to collect the recreation dues. By April 2000, the Hendrichs were unhappy with the state of repair of the facilities offered by SCCC. On April 20,

2000, they informed Mr. Rahal, the vice-president of SCCC, that they were resigning their membership in the Club. Mr. Rahal said he would not accept their resignation but the Hendrichs considered that they ceased to be members.

[12] SVUL continued to send the Hendrichs monthly invoices for recreational dues and water. The Hendrichs paid the water portion of the invoices but not the recreation dues for their two properties. They continued to receive invoices and statements claiming recreation dues together with interest at a rate of 2% per month.

[13] On January 2, 2002 Mr. Low, the president of SVUL, informed the Hendrichs that their outstanding balances had been transferred to SCCC and that SCCC would thereafter take over the billing for recreation dues. SCCC has continued to send invoices claiming recreation dues even though in September 2002 SVD sent them a letter banning them from using any of SVD's property because they had not paid their recreation dues. On October 25, 2002 the Hendrichs wrote to the SCCC Board of Directors and reminded them that they had resigned from SCCC.

[14] On April 15, 2003 SCCC wrote the Hendrichs inviting them to re-establish themselves in SCCC as current members by paying their outstanding accounts.

Donald MacDonald and Dawn MacDonald

[15] The MacDonalds purchased their lot in Cedar Village in June 1985. They became members of SCCC at that time. They paid recreation dues until February 2000.

[16] On February 22, 2000 Mr. MacDonald wrote to SCCC and advised that he and his wife were “opting out” of SCCC and asked that he not be billed for membership in the Club. He also advised that he would be paying SVUL for the water supply and fire protection service.

[17] The minutes of the April 8, 2000 meeting of the Board of Directors of SCCC record that “Donald MacDonald (C24) resigned from the SCCC”.

[18] SVUL continued to send the MacDonalds invoices for recreation dues as well as charges for propane, water and fire protection until January 2002 when SCCC advised them that SCCC would henceforth be invoicing and collecting all recreation dues and dues for fire protection.

[19] On September 22, 2002 the Board of Directors of SCCC passed a motion terminating the MacDonalds membership in SCCC, cancelling the outstanding claim for recreation dues since January 1, 2002, and banning them from using SCCC facilities. SCCC also informed the MacDonalds that “upon the sale of your property, the buyers will be required to become SCCC members”. SCCC then transferred back to SVUL the account relating to unpaid recreation dues prior to January 1, 2002.

Donald Bender and Sharon Bender

[20] The Benders bought a lot in Cedar Village in April 1985 and became members of SCCC at that time. In May 1995 they bought a second vacant lot in Cedar Village. They paid recreation dues until February 1999.

[21] On February 22, 1999 the Benders' solicitor informed SCCC and SVD that the Benders were withdrawing their membership in SCCC effective that date. He advised that as no share certificate had ever been issued to the Benders, they had no certificate to surrender. He further advised that the Benders understood that they would not be entitled to use the Club facilities and had no intention of doing so.

[22] The minutes of the March 20, 1999 meeting of the Board of Directors of SCCC noted the notice of withdrawal.

[23] SVUL continued to invoice the Benders for recreation dues until January 2002 when SCCC took over the billing.

[24] On September 22, 2002 the Board of Directors of SCCC passed a motion terminating the Benders' membership in SCCC, cancelling the outstanding claim for recreation dues since January 1, 2002, and banning them from using SCCC facilities. SCCC also informed the Benders that "upon the sale of your property, the buyers will be required to become SCCC members". SCCC then transferred back to SVU the account relating to unpaid recreation dues prior to January 1, 2002.

George Bonney and Kathy Bonney

[25] Kathy Bonney purchased a share in Alpine Park Estates in 1980 and she and George Bonney became members of SCCC at that time. On March 23, 2001 they submitted a letter of resignation from the Club and on March 24, 2001 their resignation was accepted by the president of SCCC. On March 26, 2001 the Bonneys informed SVUL that they would no longer pay recreation dues and had no

intention of using Club facilities. However, SVUL continued to invoice the Bonneys for recreation dues until January 2002 when SCCC took over the invoicing.

Roger Nardi and Barbara Nardi

[26] Barbara Nardi purchased property in Cedar Village in April 1985 and the Nardis became members of SCCC at that time. On February 22, 1999 their solicitor wrote SCCC to advise that the Nardis were withdrawing from membership in the Club effective immediately. The same day he advised SVUL that the Nardis would no longer be paying recreation dues. The minutes of the March 20, 1999 meeting of the Board of Directors of SCCC make reference to the letter of resignation. SVUL continued to invoice the Nardis for recreation dues until January 2002 when SCCC began to invoice them.

Gordon Zucht

[27] Mr. Zucht bought his property in Cedar Village in 1982 and became a member of SCCC at that time. On May 8, 2001 he mailed a letter of withdrawal to SCCC but it was returned unclaimed. He believes that SCCC was aware of his resignation because on August 15, 2003 the secretary of SCCC wrote him inviting him to become a member once again. He continued to receive invoices for recreation dues, from SVUL until January 2002 and from SCCC thereafter.

Ruben Benbaruj and Estrella Benbaruj

[28] The Benbarujs purchased property in Cedar Village in 1982 and at that time became members of SCCC. On March 14, 2001 they submitted their letter

withdrawing their membership to SCCC and advised SVUL that they would no longer be paying recreation dues and would not be using Club property. On March 15, 2001 the president of SCCC accepted the Benbarujs' resignation. SVUL continued to invoice the Benbarujs for recreation dues until January 2002 when SCCC began to invoice them.

Ashok Ghate and Ursula Ghate

[29] Mr. Ghate purchased property in Cedar Village in 1997 and the Ghates became members of SCCC at that time. He deposed that he withdrew from SCCC effective September 1, 2000. In April 2001 Mr. Ghate sold the property. Mr. Ghate was therefore not a property owner in Sunshine Valley when this petition was commenced.

[30] Mr. Ghate has provided an affidavit to show the position taken by SVUL in collecting what it views as outstanding recreation dues when property in Sunshine Valley is transferred. When Mr. Ghate sold his property SVUL claimed payment of outstanding recreation dues before it would provide services to the new purchaser. An arrangement was made to have the money placed in trust so that the transaction could complete. Subsequently, Mr. Ghate sued for the return of the funds in Small Claims court and ultimately judgment was given in his favour when SVUL failed to appear at the hearing.

Beata Korabek and Oldrich Korabek

[31] In 1980 the Korabeks purchased property in Meadow Village and became members of SCCC. Originally, Meadow Village was comprised of leased lots but in 1995 it was converted into a strata corporation and on August 20, 1995 they purchased a unit in the strata development.

[32] On March 31, 2001 the Korabeks submitted a letter to SCCC resigning their membership in the Club, which the president of SCCC accepted the same day. They continued to receive invoices for recreation dues from SVUL until January 2002 and then from SCCC.

Cecile Peters

[33] Ms. Peters' son purchased a property in Parkhill Village in 1987 and transferred his interest to Ms. Peters and her husband in September 1988. They became members of SCCC in 1988. On March 1, 2001 Ms. Peters withdrew her membership in SCCC, which the president of the Club accepted on March 2, 2001. Ms. Peters continued to receive invoices for recreation dues.

Norman Cowling and Charlene Cowling

[34] Mr. Cowling deposed that he and his wife bought property in Cedar Village in June 1998 and became members of SCCC at that time. In the fall of 2001 Mr. Cowling attended a meeting of the Board of Directors of SCCC at which he tendered his and his wife's resignation from the Club, which the president refused to accept.

Indeed, in the SCCC's Spring/Summer 2002 newsletter the president of SCCC wrote:

To those members who believe they have resigned from the SCCC. Let me assure you that your resignation has not been accepted by the any(sic) SCCC Board of Directors at a duly and legally called meeting or by any legally elected Director. You have been deceived!

[35] The Cowlings continued to receive invoices for recreation dues, from SVUL until January 2002 and then from SCCC. In July 2002 the Cowlings sold their property in Cedar Village. At that time they paid the outstanding recreation dues that were claimed in order to complete the sale and to enable their purchasers, the petitioners Riaz and Nusserin Kassam, to be able to acquire services from SVUL.

Hazel Boyd

[36] Ms. Boyd purchased property in Alpine Village in 1972. She joined SCCC sometime thereafter. On March 31, 2001 she submitted her letter of resignation, which was accepted the same day.

[37] Ms. Boyd continued to receive invoices for recreation dues, first from SVUL and then from SCCC. She has settled the claim against her relating to the dues.

Riaz Kassam and Nusserin Kassam

[38] As indicated earlier, the Kassams purchased their property in Cedar Village from the Cowlings in July 2002 and became members of SCCC and continue to be members. In September 2003 Riaz Kassam purchased another property in Sunshine Valley. In this petition the Kassams seek a declaration that they have the

right to withdraw membership in SCCC if they wish to do so and a declaration that in that event, they will no longer be liable to pay recreation dues.

Marc Porter

[39] Mr. Porter purchased property in Parkhill Village in October 1999 and became a member of SCCC at that time. On March 16, 2001 Mr. Porter submitted his letter of resignation to SCCC effective March 31, 2001, which was accepted by the president of SCCC.

[40] Mr. Porter continued to receive invoices for recreation dues from SVUL until January 2002 and then from SCCC.

Barbara Lebeau and James Benbaruj

[41] Ms. Lebeau purchased property in Cedar Village in 1997 and she and her husband became members of SCCC. On February 12, 2001 Ms. Lebeau and Mr. Benbaruj wrote to SVUL and advised that as of February 24 they would not be using the recreational facilities or paying the recreation dues. On March 31, 2001 they submitted their letter of resignation from the Club, which the president accepted the same day.

[42] On September 22, 2002 the Board of Directors of SCCC passed a motion terminating Ms. Lebeau's and Mr. Benbaruj's membership in SCCC, cancelling the outstanding claim for recreation dues since January 1, 2002, and banning them from using SCCC facilities. SCCC also informed Ms. Lebeau and Mr. Benbaruj that "upon the sale of your property, the buyers will be required to become SCCC

members". SCCC then transferred back to SVU the account relating to unpaid recreation dues prior to January 1, 2002.

DISCUSSION

Do the petitioners have standing to seek a declaration of their status in relation to SCCC?

[43] The petitioners, with the exception of Riaz and Nusserin Kassam, seek a declaration that they ceased to be members of the SCCC upon tendering their resignations. For some time SCCC took the position that the resignations were not effective. That was clearly the view expressed in the SCCC Spring/Summer 2002 newsletter referred to in paragraph 34. It appears to me that this position was continued in the respondents' outline dated April 25, 2005 when the respondents spoke of the petitioners having "purported" to withdraw from SCCC.

[44] The respondents' position appears to have changed by the time they delivered their outline in connection with Hazel Boyd's amended petition. In that document they stated that:

The fact that a member may withdraw is mandated by the *Co-operative Association Act* and, accordingly, the Petitioner's resignation from the SCCC must be held as valid.

[45] The respondents therefore concede that the petitioners, with the exception of the Kassams, ceased to be members of SCCC.

[46] Counsel for the respondents submits therefore that the petitioners lack standing to seek any relief under ss. 156 and 157 of the **Act** because they had ceased to be members of SCCC, by virtue of the fact that they had ceased to be members of SCCC by the time the proceeding was commenced.

[47] Sections 156 and 157 read as follows:

- 156 (1) Despite the rules of an association, but subject to subsection (2), a member or investment shareholder of the association may apply to the court for an order on the ground that
- (a) the affairs of the association are being conducted, or the powers of the directors of the association are being exercised, in a manner oppressive to one or more of the members or investment shareholders, including the applicant, or
 - (b) an act of the association has been done, or is threatened, or a resolution of the members has been passed or is proposed, that is unfairly prejudicial to one or more of the members or investment shareholders, including the applicant.
- (2) A member or investment shareholder is not entitled to bring proceedings under this section in respect of any matter that is the same or substantially the same as a dispute in which the member or investment shareholder has an interest, if the dispute
- (a) has been decided by arbitration under section 208, or
 - (b) is the subject of arbitration proceedings under section 208, unless the court otherwise orders on the grounds of undue delay to which the applicant has not contributed.
- 157 (1) In this section, "complainant" means
- (a) in relation to a matter other than compliance with section 8, a member, investment shareholder or other person the court considers a proper person to make an application under this section, and

- (b) in relation to compliance with section 8, a member, investment shareholder or association.
- (2) The court, on application of a complainant and on being satisfied that there is or will likely be
 - (a) a contravention by an association or any other person, of this Act or the regulations or of an association's memorandum or rules, or
 - (b) a failure by an association to fulfill its obligations under this Act, the regulations or the association's memorandum or rules,

may make an interim or final order it considers appropriate and, without limiting the generality of that power, the court may grant an injunction

- (c) restraining the association or any other person from continuing or committing the contravention, or
- (d) requiring the association to fulfill its obligations.

[48] An application under s. 156 can only be brought by a “member” or “investment shareholder”. The petitioners, other than the Kassams, are neither of those and therefore have no standing to seek relief under s. 156.

[49] Under s. 157 a “complainant” includes a person the court considers a proper person to make an application under the section and is not limited to a member. Section 157 provides for an application to prevent an association from contravening the **Act**, the regulations or its memorandum or rules or to compel an association to fulfill its obligations under the **Act**, the regulations or its memorandum or rules.

[50] Section 33 of the **Act** provides for the withdrawal from an Association by its members in the following terms:

33 (1) An association

- (a) must permit the withdrawal of members from the association, and
 - (b) subject to section 38 (1) and paragraph (a) of this subsection, may provide in the association's rules for the withdrawal of members from the association and the transfer of their membership shares.
- (2) Withdrawal from membership in an association is subject to any rules of the association that are made in accordance with subsection (1) (b).

[51] Section 38(1) provides:

38 (1) A person who withdraws from membership in an association is entitled, subject to section 66 (2), to require the association to redeem

- (a) the person's membership shares, and
- (b) any of the person's investment shares in classes restricted for distribution to members only

within a period and on conditions the association may establish under its rules, or immediately and unconditionally, if the association's rules do not establish any period or conditions.

[52] An association must therefore permit the withdrawal of members and cannot, in my view, impose rules or regulations which impair this right, though it may provide for a procedure for the withdrawal process. It cannot make withdrawal from the association subject to the will of the Board of Directors.

[53] It is my opinion that a person who held membership in SCCC but who has submitted his or her resignation from the Association is a proper person to make an application under s. 157 to cause SCCC to comply with the **Act** and recognize and register the withdrawal from membership. In my view the Ghates and the Cowlings do not come within s. 157 since they had ceased to be members, sold their property

interests in Sunshine Valley and no longer had any interest, in the legal sense, in this proceeding. The Kassams have not withdrawn their membership but may do so at any time.

[54] This Court therefore declares that the following persons ceased to be members of SCCC on the dates hereinafter indicated:

Bernd and Marilyn Hendrichs	April 20, 2000
Donald and Dawn MacDonald	February 22, 2000
Donald and Sharon Bender	February 22, 1999
George and Kathy Bonney	March 26, 2001
Roger and Barbara Nardi	February 22, 1999
Gordon Zucht	May 8, 2001
Ruben and Estrella Benbaru	March 14, 2001
Beata and Oldrich Korabek	March 31, 2001
Cecile Peters	March 1, 2001
Hazel Boyd	March 31, 2001
Marc Porter	March 31, 2001
Barbara Lebeau and James Benbaru	March 31, 2001

Balance of relief sought by the petitioners

[55] In my view, the foregoing decision resolves paragraphs 1, 2 and 8 of the relief sought by the petitioners other than Hazel Boyd and resolves paragraphs 1 and 2 of the relief sought by Ms. Boyd in her amended petition.

[56] The relief sought by the petitioners other than Hazel Boyd in paragraphs 3 to 6 of their petition and the relief sought by Hazel Boyd in paragraphs 3 to 6 of her amended petition are all matters that, in my opinion, have been finally resolved by the decision in ***Sunshine Valley Developments Ltd. v. Hendrichs*** 2006 BCSC 319, which was filed concurrently with this decision.

[57] The relief sought in paragraph 7 of the petition and paragraph 7 of the amended petition is moot given my decision on the right of the members to withdraw from SCCC.

[58] The parties may arrange to speak to the matter of costs if necessary.

“B.M. Joyce, J.”

B.M. Joyce, J.

Appendix

Relief Claimed in Petition

The petitioners apply for an order that:

1. Membership in the Sunshine Community Co-operative Club (“SCCC”) is neither compulsory nor automatic for any reason.
2. Membership in the SCCC can be withdrawn at any time by delivering a letter of resignation to any Director of the SCCC and withdrawal does not require the approval or permission of any individual or organization.
3. Payment of recreation dues for the use of any facilities or lands owned by either the SCCC or Sunshine Valley Utilities Ltd. (“SVUL”), or owned by any of SVUL’s affiliated companies, does not arise as a result of purchasing property in Sunshine Valley.
4. From the date of withdrawal by a member, the SCCC and SVUL, and/or any of their committees, agents or assigns, immediately stop invoicing the non-member for recreation dues, and for any other fees claimed to arise as a result of membership in the SCCC.
5. All members who have attempted to resign, up to and including the date of the Order of this Honourable Court, are deemed to have lawfully withdrawn from the SCCC as of the date of their resignations and are to be issued a zero balance with respect to recreation dues and any other fees purportedly relating to membership in the SCCC.
6. SCCC and SVUL, and/or any of their committees, agents or assigns, be prohibited from including any outstanding balance for recreation dues, or for any fees whatsoever in connection with membership in the SCCC, or in connection with the use of any facilities and lands affiliated with either the SCCC or SVUL, in any statement of adjustments presented upon the conveyance of any person’s property in Sunshine Valley.
7. If this Honourable Court should find that if, for any reason, property owners in Sunshine Valley must be members of the SCCC or, in any event, pay recreation dues to the SCCC or to SVUL, then the Petitioners ask the court to declare what authority, if any, the SCCC and SVUL have over property owners in Sunshine Valley.
8. The Order of this Honourable Court be applied to the Petitioners and be applied to all property owners in Sunshine Valley who seek the aforementioned relief.

9. Costs, and
10. Such further and other relief as this Honourable Court deems just.

Relief claimed in Ms. Boyd's Amended Petition

The Petitioner applies for an Order:

1. Declaring that the continuation of her membership in the Sunshine Community Co-operative Club ("SCCC") is neither compulsory nor automatic for any reason;
2. Declaring that she was and is able to withdraw her membership in the SCCC at any time by delivering a letter of resignation to any Director of the SCCC and such withdrawal did not and does not require the approval or permission of any other individual or organization, including the SCCC;
3. Declaring that no abiding obligation results from nor is imposed on her for the payment of recreation dues, arising after her withdrawal and resignation from the SCCC, dues for the use of any facilities or lands owned by either the SCCC or Sunshine Valley Utilities Ltd. ("SVUL"), or owned by any of SVUL's affiliated companies, as a result of the agreement for purchase of a share in a corporation which grants exclusive use of specific property in the Sunshine Valley;
4. Directing that the SCCC and SVUL, and/or any of their committees, agents or assigns shall from the dates of withdrawal by the Petitioners as members from the SCCC, immediately cease and desist from charging and invoicing the former member for recreation dues, and for any other fees claimed to arise as a result of membership in the SCCC, for any period following the withdrawal dates by the Petitioner;
5. Declaring that the Petitioner and/or all members who have attempted to resign, up to and including the date of the Order of this Honourable Court, are deemed to have lawfully withdrawn from the SCCC as of the date of delivery of their resignations to any Director of the SCCC; and directing that the SCCC and SVUL, any/or any of their committees, agents or assigns are to issue in writing forthwith, accounts showing a zero balance with respect to recreation dues and any other fees or charges purportedly relating to membership in or the ultra vires activities of the SCCC, from the respective resignation delivery dates forward;

6. Directing that and/or prohibiting the SCCC and SVUL, and/or any of their committees, agents or assigns, from including any statement of adjustments presented upon the conveyance of any person's property in Sunshine Valley, any claim for alleged outstanding balances for recreation dues, or for any fees whatsoever in connection with membership in the SCCC, or in connection with the use of any facilities and lands affiliated with either the SCCC or SVUL;
7. If this Honourable Court should find that if, for any reason, property owners in Sunshine Valley must be members of the SCCC or, in any event, pay recreation dues to the SCCC or to SVUL, then the Petitioners ask the court to declare what authority, if any, the SCCC and SVUL have over property owners in Sunshine Valley;
8. Special Costs as against the Respondent Sunshine Valley Utilities Ltd. and its controlling director or officer, Donald Walter Low;
9. Costs against the Respondent Sunshine Community Co-operative Club, aka Sunshine Community Co-operative Club, Association, and
10. Such further and other relief as this Honourable Court deems just.