

SKOTOKO HOUSING CO-OPERATIVE LTD.

BYLAWS

November 18, 2021

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ARTICLE 1 – DEFINITIONS

1.1 Definitions

In these Bylaws, the following definitions shall apply:

- (a) **“Act”** means the *Cooperatives Act*, S.A. 2001, Chapter c-28.1, as amended and any legislation passed in substitution therefor;
- (b) **“Articles”** means the Articles of Incorporation of the Cooperative, as amended;
- (c) **“Board”** means the Board of Directors of the Cooperative and **“Directors”** has the same meaning;
- (d) **“Business Day”** means a Day other than Saturday, Sunday or a statutory holiday;
- (e) **“Bylaws”** means all Bylaws of the Cooperative, as amended;
- (f) **“Caregiver”** means a person whose primary reason for visiting or living in the Housing Unit is to provide care to a Member, the Member’s family, or a Non-Member Resident of the Housing Unit who suffers from a physical or a mental disability;
- (g) **“Child”** means an individual who is less than 18 years of age;
- (h) **“Common Areas and Facilities”** means those areas and facilities located on Project Property, for the common use, benefit and enjoyment of the Members and the residents of the Project, including parks, landscaping, parking lots, parking structures, recreation facilities and other facilities and improvements;
- (i) **“Confidential Information”** means:
 - (i) personal information, and all other information, including financial information, relating to a Member, employee of the Cooperative, or other individual, which is, or may be, protected by PIPA or any other applicable privacy legislation,
 - (ii) information which may be subject to the Cooperative’s solicitor and client privilege,
 - (iii) contracts or negotiations, which are the Board’s responsibility under the Act, Regulations, Articles or Bylaws, and which the Board, acting reasonably, feels should be maintained in confidence for business reasons. This information is only “Confidential Information” so long as the necessity for maintaining confidentiality exists,
 - (iv) information designated by the Bylaws as “Confidential Information”;
- (j) **“Consent”** for all purposes relating to Clause 28 of these bylaws means “consent” as defined in or required by PIPA;
- (k) **“Cooperative”** means Skotoko Housing Co-operative Ltd.;

- (l) **“Cooperative Principles”** means the cooperative principles set forth in the Act, and the cooperative principles adopted from time to time by the International Cooperative Alliance, to the extent these cooperative principles are not inconsistent with the Act, the Regulations, the Bylaws or the Articles;
- (m) **“Day”** means a clear day and a period of days shall be deemed to commence the day following the event that began the period and shall be deemed to terminate at midnight on the last day of the period, except that if the last day of the period falls on a day other than a Business Day, the period shall terminate at midnight on the day next following that is a Business Day;
- (n) **“Due Date”** or **“Due Dates”** means those dates specified in this Bylaw as the date(s) for payment of any money payable by the Member to the Cooperative;
- (o) **“Economic Housing Charge”** means the monthly pro-rata share of the Project Costs allocated to each Housing Unit;
- (p) **“Family”** means the Member and persons who are married to the Member, or who are adult interdependent partners of the Member, and the Member’s children, stepchildren and adopted children who are either 21 years of age or less, or who are dependent on one or both of their parents by reason of a physical or mental disability;
- (q) **“Good Standing”** means:
 - (i) not being in arrears with respect to any charges, dues or levies properly payable by a Member to the Cooperative under the Bylaws, the Policies or any agreement with the Cooperative, or
 - (ii) not otherwise being in breach of any duty or obligation of a Member or a Director to the Cooperative under the Act, the Regulations, the Articles, the Bylaws or any agreement with the Cooperative;
- (r) **“Housing Unit”** means the housing unit a Member is entitled to exclusively occupy and enjoy pursuant to any agreement between the Member and the Cooperative, these Bylaws and the Articles, including any balcony, yard, parking stall or other area with respect to which the Member has an exclusive right of use or occupancy;
- (s) **“Housing Unit Alterations”** shall mean any permanent, or potentially permanent, modification(s) to a Housing Unit, excluding interior decorating, and exterior gardens and landscaping;
- (t) **“Income Tested Assistance”** means any assistance provided to a Member based upon the Member Household income that supplements the Member’s Monthly Housing Charge thereby ensuring that the Cooperative receives the full Economic Housing Charge allocated to the Housing Unit in accordance with agreements between the Cooperative and the Lender/Agency;
- (u) **“Lender/Agency”** means any lender, government (municipal, provincial or federal), governmental agency, commission, authority, or any other entity which may by agreement or otherwise, impose obligations on the Cooperative with respect to Income Tested Assistance including the Central Mortgage and Housing Agency and the Canada Mortgage and Housing Corporation;

- (v) **“Majority”** means a number greater than one half of the quorum of the Board or the Members at any meeting of the Board or the Members;
- (w) **“Member”** means an individual or individuals who have met all conditions of Membership set forth in the Bylaws and have been accepted as a Member by the Cooperative and includes joint members;
- (x) **“Member File”** means personal information in the Cooperative’s possession or control with respect to a Member or a prospective Member, including any membership applications, subsidy applications, financial information, and complaints about the Member, including electronically stored information;
- (y) **“Member Household”** means a Member and any other Members, Family of the Members and Non-Member Residents living in the Housing Unit;
- (z) **“Members’ Meeting”** and **“Meeting of Members”** means any meeting of the Members of the Cooperative including organizational, special and annual meetings;
- (aa) **“Membership Committee”** means the Membership Committee of the Cooperative;
- (bb) **“Membership Share”** and **“Share”** means a Class A membership share of the Cooperative issued to a Member of the Cooperative or, if the Cooperative does not have share capital, or if Members are required to provide loans in addition to Shares, any loans paid by a Member to the Cooperative as a condition of being accepted for membership in the Cooperative;
- (cc) **“Monthly Housing Charge”** means the amount payable each month by a Member Household for the occupancy and use of the Housing Unit;
- (dd) **“Non-Member Resident”** means a person or persons who are not Members of the Cooperative, or part of a Member’s Family, and who are sharing a Housing Unit with the Member, with the intention of making the Housing Unit the Non-Member Resident’s primary place of residence;
- (ee) **“Personal Information”** for all purposes related to Clause 28 of these Bylaws means information about an identifiable individual, as defined in PIPA;
- (ff) **“Pets”** means pets a Member keeps in their Housing Unit, provided that the Member shall do so subject to the Bylaws and any Policies;
- (gg) **“PIPA”** means the *Personal Information Protection Act*, S.A. 2003, c. P-6.5, as amended;
- (hh) **“Policy”** and **“Policies”** means a policy or policies made in accordance with the Bylaws and other constating documents of the Cooperative;
- (ii) **“Project”** includes the Project Property, as well as the organization and development of the Project Property and the operation thereof pursuant to and in accordance with the Project Objectives;

- (jj) **“Project Costs”** means and includes the aggregate of all costs, expenses, debts, claims, damages, amounts, principal sums, interest, liabilities, or obligations whatsoever arising out of, in connection with or in respect of the ownership, operation, control, management, administration, maintenance, repair and upkeep of the Project, the Project Property, and the carrying out by the Cooperative of the Project Obligations and the Project Objectives including, but not limited to, those costs and expenses more particularly set out in this Bylaw;
- (kk) **“Project Objectives”** means the continued ownership and operation of the Project and the Project Property as a non-profit continuing housing cooperative community operated in accordance with the Act, the Regulations, the Articles and the Bylaws for the benefit and enjoyment of the Members so that they may live in the Project as a harmonious community in accordance with Cooperative Principles;
- (ll) **“Project Property”** means and includes all property, assets and undertaking, present and future, real or personal, owned, leased or used by the Cooperative in respect of the Project;
- (mm) **“Regulations”** means the *Cooperatives Regulation, Alberta, Regulation 55/2002*, as amended;
- (nn) **“Replacement Reserve Fund”** means that fund or account set up and maintained by the Cooperative in accordance with the Bylaws as supplemented by Policies;
- (oo) **“Share Subscription and Housing Agreement”** means one or more agreements between the Cooperative and the Member by which the Member applies for membership and/or subscribes for Membership Shares and whereby the Cooperative agrees to grant the right of occupancy in a Housing Unit to the Member and the Members’ family in accordance with the Articles and Bylaws;
- (pp) **“Special Resolution”** means a resolution that is submitted to a meeting of the Cooperative or a meeting of the Directors and passed at the meeting by at least 2/3 of the votes cast;
- (qq) **“Surcharge”** means an amount over and above the Economic Housing Charge allocated to the Housing Unit, and charged to a Member based upon the Member Household income in accordance with agreements entered into between the Cooperative and the Lender/Agency; and
- (rr) **“Year”** means calendar year unless the context otherwise requires.

1.2 Interpretation

- (a) The words “herein” and “hereof” when used in any clause or part of the Bylaws relate to the entire Bylaws and not to that clause or part only.
- (b) The headings of the Bylaws are for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of the Bylaws.

- (c) In the Bylaws, unless there is something in the subject matter or context inconsistent therewith, the singular shall include the plural and the plural shall include the singular, and the masculine gender shall include the feminine and neutral genders.
- (d) Words and phrases which are not defined in the Bylaws, but which are defined in the Act and the Regulations, shall have the meaning set forth in the Act and the Regulations.

1.3 Policies

- (a) The Board may, by a majority vote, approve Policies which set forth guidelines to assist the Board in implementing matters referred to in the Articles, the Bylaws, the regulations or the Act which are within the responsibility of the Board.
- (b) The Members may, by a majority vote, approve Policies which set forth guidelines to assist the Members to implement matters referred to in the Articles, the Bylaws, the Regulations or the Act which are within the responsibility of the Members.
- (c) Members may also, by a majority vote, establish and approve Policies to assist and enhance the ability of Members to live together in a cooperative community. These Policies may set out rules which apply to all Members, provide benefits to Members who comply with the Policies, and authorize the Board or the Members to impose fines against Members or require Members to pay costs or expenses incurred by the Cooperative arising from a Member's non-compliance or breach of Policies.
- (d) Each Member shall pay fines, costs and expenses levied by the Board or a Meeting of Members against the Member, for breach or non-compliance with Policy. Failure to do so may constitute grounds for termination of membership.
- (e) In the event of any inconsistency or conflict between a Policy and the Bylaws or the Articles, the Bylaws and the Articles shall prevail.
- (f) The Board or the Members, as the case may be, may by a majority vote decide not to follow any Policy, or to waive any breach or non-compliance with a Policy.

ARTICLE 2 – SEAL

2.1 Design and use of corporate seal

The Cooperative shall have a corporate seal, in a design to be determined by the Board of Directors. Except as otherwise provided in these Bylaws, the seal shall be authenticated by the signatures of any two (2) Directors, or by such other persons as the Board of Directors may from time to time designate.

ARTICLE 3 – SHARE AND MEMBERSHIP CERTIFICATES

3.1 Membership Certificates

The Cooperative shall not issue share certificates, but shall issue Membership Certificates. The form of the Membership Certificate is to be determined by the Board. Membership Certificates are to be signed and sealed by the Chair of the Board or such other Director as the Board may from time to time by resolution determine.

ARTICLE 4 – EXECUTION OF DOCUMENTS

4.1 Signatures for documents

Except Membership Certificates, all documents to be executed by the Cooperative shall be signed by the Chair of the Board and Treasurer or such other two Directors as the Board from time to time may by resolution determine.

ARTICLE 5 – MEMBERSHIP CAPITAL

5.1 Minimum Member Capital

- (a) As provided in the Articles, the Cooperative is authorized to issue voting Class “A” membership shares having a par value of \$1.00 per share.
- (b) A minimum of 2,000 shares having a total par value of \$1.00 each shall be subscribed for and held by the Member(s) of each Housing Unit occupied by any one of such Members pursuant to a Share Subscription and Housing Agreement dated prior to or after the date these Bylaws were adopted by the Cooperative. In the event a Housing Unit is occupied by more than one Member, the shares shall be deemed to be held jointly by all Members who occupy the Housing Unit, with right of survivorship, unless the Members have otherwise agreed in writing, and the Cooperative is provided with a copy of the agreement.

5.2 Redemption of Membership Shares

- (a) Membership Shares may not be transferred, assigned or encumbered. Any attempt to do so is void. Shares held by a Member may be redeemed and repaid provided that the Member may not request redemption of Shares in excess of the minimum number of Shares, until the Member has withdrawn from membership, or membership has been terminated.
- (b) Subject to the Act, the Cooperative shall redeem all Shares within 2 calendar months of withdrawal or termination of membership. The Board may, as a condition of payment, require Members to tender their Share Certificates or Membership Certificates (if issued) or to provide acceptable verification with respect to Certificates which have been lost or destroyed.
- (c) The Redemption amount for Membership Shares shall be equal to the price the Member paid the Cooperative for the Shares.
- (d) The value of the Member’s interest in the Cooperative shall be the total redemption value of all Shares, less any outstanding claims or debts owed by the Member to the Cooperative.

5.3 Lien and Right of Set-Off

The Cooperative shall have a lien on the Shares of a Member, or any amount standing to the credit of the member or that Member's legal representative with the Cooperative, for debts of that Member due to the Cooperative, and any other claim (including a claim for damages) of the Cooperative against the Member, and the Cooperative may set-off a sum credited to that Member in or towards payment of the debt or claim.

ARTICLE 6 - MEMBERSHIP

6.1 Number of Members per Household

No more than one individual living in a Housing Unit, or one or more individuals who hold a single joint membership and live in the same Housing Unit, may be a Member of the Cooperative.

6.2 Application Process

- (a) Subject to the Articles and the Bylaws, any individual over the age of 18 who wishes to become a Member of the Cooperative shall make an application in writing for membership.
- (b) All applications for membership shall be made to the Membership Committee and shall include such information as may be required by the Membership Committee. The Membership Committee shall review all applications and make recommendations to the Board as to who will be accepted as Members. The ultimate decision as to who shall be accepted as Members shall rest with the Board.
- (c) Subject to laws of general application as to discrimination, the Cooperative may refuse membership if, in the opinion of the Board:
 - (i) the applicant does not intend to reside in the Housing Unit;
 - (ii) the applicant is applying to be a Member with persons who are already Members and does not have the written consent of those Members to their application;
 - (iii) the presence of the applicant in a Cooperative Housing Unit would, in the opinion of the Board, be detrimental to the well-being of other Members of the Cooperative;
- (d) Applicants who have not been rejected may be placed on a waiting list for a Housing Unit in the event a Housing Unit suitable for the applicant is not readily available.
- (e) Applicants for whom a Housing Unit is available will not be admitted for membership until the applicant has, among other things:
 - (i) signed a Share Subscription and Housing Agreement in a form approved by the Board;
 - (ii) paid for all Membership Shares in accordance with the Bylaws;

- (iii) complied with any other requirements which may be stipulated by the Board; and
- (iv) the Board has approved the application of the applicant for membership in the Cooperative. A Meeting of Members is not required to approve admission into membership of an applicant for membership.

6.3 Joint Shares

- (a) The Membership Shares of joint Members, and any Membership Shares or Certificates with respect to joint memberships, shall be held in joint names and in joint tenancy with right of survivorship. Subject to clause 5.3, money payable for joint shares which are redeemed shall be paid to Members jointly, unless the Members otherwise agree in writing.
- (b) If only one joint Member attends the Meeting of Members, that joint Member may cast the entire vote for all joint Members. If more than one joint Member attends a Meeting of Members, they shall appoint a representative to cast their vote and the vote cast by the representative shall be binding on them. The Chair of each meeting may require joint Members to either make this appointment orally, or to make this appointment in writing, and it may direct that the joint Members are not entitled to vote unless this appointment is made.
- (c) The holders of joint memberships are jointly and severally liable for all assessments, levies, dues, fees, payments and other charges imposed or payable with respect to their membership in the Cooperative.
- (d) A joint Member has the authority to act for and bind other joint Members to agreements with the Cooperative, as their agent, unless the other joint Member revokes this authority by written notice to the Board.
- (e) A joint Member who vacates a Housing Unit shall be deemed to have withdrawn from membership. A joint Member may also withdraw from joint membership by notice in writing to the Board in accordance with these Bylaws. Any remaining joint Members in the Housing Unit shall continue to be Members of the Cooperative following any such withdrawal, and all occupancy, repayment and redemption rights of the joint Member(s) shall vest in the remaining Member(s) in the Housing Unit.
- (f) The death of a joint Member shall result in the transfer of that Member's interest in their Membership Share, and their occupancy, repayment and redemption rights, to the surviving joint Member(s).

6.4 Rights and Obligations of Members

Each Member shall have the rights accruing to a Member, and shall be bound by and abide by all obligations of Members under the Act, the Regulations, the Articles, the Bylaws, the Policies, the Share Subscription and Housing Agreement, and all other agreements between the Member and the Cooperative.

In the event the Board, or the Members, adopt a new Share Subscription and Housing Agreement for general use by the Cooperative, each Member shall, on request, sign this agreement.

6.5 Auxiliary Members

The Cooperative will not have any auxiliary members.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Dispute Resolution

- (a) Notwithstanding anything in the Bylaws, the failure or alleged failure of the Board or any Member, or any other person, to seek or comply with the dispute resolution procedure set forth herein in the Bylaws or Policies shall not:
 - (i) deprive or limit the authority of the Board to take any steps to terminate membership pursuant to the Act and the Bylaws, and submitting a matter to dispute resolution is not a precondition to the termination of membership;
 - (ii) deprive or limit the jurisdiction of a Court to grant a restraining order or any other remedy otherwise available to any person; or
 - (iii) deprive or limit the authority of the Cooperative to sue for the recovery of any debt or other claim.
- (b) Subject to the Bylaws, the Board shall have the authority to deal with disputes between:
 - (i) the Cooperative and a Member; and
 - (ii) disputes between Members,by recommending an outside mediator, if the Board believes mediation is appropriate for the dispute.
- (c) The Cooperative may put in place a mediation policy.
- (d) Parties to the dispute should first try to resolve the dispute between them. If all parties to the dispute are in agreement, they may, before involving the Board, appoint an outside mediator to assist them in reaching an agreement. The costs of the mediation shall be shared proportionately by the parties to the dispute and the amount of these proportions may be part of the mediation.
- (e) If parties to a dispute are unsuccessful in reaching an agreement, any party to the dispute wanting mediation shall put a request in writing to the Board.
- (f) Within 7 days of receipt of such a request in writing detailing the nature of the dispute, the Board shall meet to review the request.
- (g) The Board may recommend an outside mediator. If the parties agree to an outside mediator, the costs of the mediation (if any) shall be shared proportionately by the parties to the dispute.

ARTICLE 8 – TRANSFER, TERMINATION AND WITHDRAWAL OF MEMBERSHIP

8.1 Transfer of Membership

Neither membership nor Membership Shares or Certificates in the Cooperative are transferable.

8.2 Withdrawal from Membership

- (a) Any Member who intends to withdraw from membership shall deliver a written notice to that effect to the Cooperative two full calendar months before the first day of the month that the Member will vacate the Housing Unit.
- (b) A Member who fails to provide notice as provided in clause 8.2(a) shall be liable to the Cooperative for Housing Charges for their Housing Unit for the period of time between the date notice was provided, and the date notice ought to have been provided, provided that:
 - (i) the Cooperative shall deduct from this amount any Housing Charges received by the Cooperative with respect to the Housing Unit if a new Member occupies the Housing Unit during the required notice period; and
 - (ii) the Board may for compassionate or other reasons, waive the requirement that this amount be paid.
- (c) No Member shall fail to reside in the Member's Housing Unit for more than 45 days. Any Member who fails to reside in the Member's Housing Unit for more than 45 days without the prior written permission of the Board shall be deemed to have withdrawn from Membership. If the Board grants such permission to a Member, it may be granted on any conditions that the Board deems advisable.

8.3 Termination of Membership for Cause

- (a) The Cooperative shall not terminate the membership of a Member except for cause as set out in the Act.
- (b) The Cooperative may terminate the membership of a Member if in the opinion of the Directors:
 - (i) the Member has either breached a condition of an agreement between the Member and the Cooperative or contravened a Bylaw respecting:
 - (A) possession or occupancy of the Housing Unit, or
 - (B) the use of the property connected to the Housing Unit,and has failed to remedy the breach of contravention within a reasonable time of receiving a written notice from the Cooperative to do so;
 - (ii) the Member occupies a shared Housing Unit and the Member has caused significant problems in the shared Housing Unit; or

- (iii) the Member has, on more than one occasion, contravened the Bylaws of the Cooperative and the contraventions have continued to occur after written notice of the contraventions has been given to the Member by the Cooperative.
- (c) Unless the Cooperative has the right to terminate membership without appeal under the Act and clause 8.4, the Board must give the Member at least 14 days' notice in writing before the meeting at which the Board's resolution to terminate membership is to be considered.
- (d) The Board's notice to a Member whose membership may be terminated must include:
 - (i) the resolution to be considered at the meeting,
 - (ii) a statement of the grounds for termination of the membership,
 - (iii) the date, time and place of the Directors meeting to consider the resolution, and
 - (iv) a statement that there is a right of appeal to the membership from a resolution passed by the Board of Directors or a statement that there is no right of appeal if the Cooperative has the right to terminate membership without appeal under the Act and clause 8.4.
- (e) A Member may appear personally or by agent or counsel to make submissions at the meeting referred to in 8.3(c).
- (f) A resolution to terminate the membership requires a vote of at least $\frac{3}{4}$ of the Directors at the meeting of the Board called for the purpose of considering the resolution.
- (g) Once the Board of Directors has given the Member notice of the meeting to consider the termination of membership, it cannot withdraw the notice.
- (h) The Cooperative must give written notice to the Member whose membership has been terminated within 7 days of the resolution passed by the Board to do so.
- (i) A Member whose membership is terminated by a resolution of the Board may appeal the decision by filing a written notice of appeal with the Cooperative within 7 days of the receipt of the notice given under section 8.3(h) unless the Member has no right of appeal under the Act and clause 8.4.
- (j) The appeal must be heard at the next Meeting of Members and the Board may call a special Meeting of Members for this purpose.
- (k) After hearing the appeal, the Members may by ordinary resolution confirm or quash the decision of the Board.

8.4 Termination of Membership for Cause without Appeal

- (a) Members:
 - (i) shall pay all housing charges and other money due to the Cooperative in accordance with the Bylaws and any agreement between the Members and the Cooperative;
 - (ii) shall not vandalize or destroy property belonging to the Cooperative;
 - (iii) shall not use the Housing Unit for activities contrary to law. "Law" means the Criminal Code, the *Controlled Drugs and Substances Act*, the *Youth Criminal Justice Act*, or the *Firearms Act*;
 - (iv) shall not threaten the safety of Members of the Cooperative;
 - (v) shall not do, or omit to do, anything which causes a physical danger to Members of the Cooperative or other residents of the Cooperative; and
 - (vi) shall not contravene a Bylaw regulating the leasing of self-contained Housing Units to a non-member.
- (b) The Board of Directors need only give three (3) days' notice in writing to a Member before a meeting to consider their termination of membership if the Member:
 - (i) failed to pay Housing Charges or other money due to the Cooperative;
 - (ii) vandalized or destroyed property belonging to the Cooperative;
 - (iii) used the Housing Unit for activities contrary to law;
 - (iv) threatened the safety of Members of the Cooperative;
 - (v) is a physical danger to the Members of the Cooperative or other residents; or
 - (vi) contravened a bylaw regulating the leasing of a self-contained Housing Unit to a non-Member.
- (c) If the membership of a Member is terminated by the Directors under any of the matters listed in clause 8.4(b), there is no appeal from the decision to terminate membership.
- (d) Except as provided in clauses 8.4(b) and 8.4(c) above, the procedure set forth in clause 8.3 applies to termination of membership for cause without appeal under the Act and the Bylaws.

8.5 Effective Date of Termination

The effective date of termination of membership shall be the date set forth in the resolution of the Board, notice of which will be served on the Member pursuant to clause 8.3(h) above. The effective date of termination of membership shall be 30 days from the date the notice is served on the Member or, in the case of termination of membership for illegal activity or any other cause that in the opinion of the Board warrants an earlier effective date, the effective date of termination of membership shall be 7 days from the date the notice is served on the Member.

ARTICLE 9 – MEETINGS OF THE MEMBERS

9.1 Annual General Meeting

The Annual General Meeting of the Cooperative shall be held within one hundred and twenty (120) days of the fiscal year end at such hour and place as may be determined by the Board of Directors.

9.2 Types of Special Meetings

The Cooperative shall have two types of special meetings:

- (a) Regular Special Meetings; and
- (b) Emergency Special Meetings.

9.3 Regular Special Meetings

- (a) The Board must call a Regular Special Meeting of Members at least twice per year.
- (b) Notice of the date, time and place of each Regular Special Meeting may be announced at the preceding Regular Special Meeting. This notice shall be deemed to be sufficient for all Members who attend the Regular Special Meeting. Members who are not in attendance may be notified in writing at least 10 days prior to the meeting. A notice in the Cooperative newsletter of a Regular Special Meeting is sufficient notice.

9.4 Order of Business for Regular Special Meetings

- (a) The order of business at each Regular Special Meeting shall include:
 - (i) call to order;
 - (ii) adoption of agenda;
 - (iii) approval of minutes from previous Regular Special Meeting and the minutes from any Annual General Meeting immediately preceding the Regular Special Meeting for which minutes have been circulated;
 - (iv) Directors and Committee reports;

- (v) matters which a majority of the Members wish to discuss, provided that the matter does not require a Notice of Motion in accordance with clause 9.4(b) and (c) and is not otherwise “special business” under the Regulations;
 - (vi) business for which a Notice of Motion has been provided in accordance with clause 9.4(b) and (c).
- (b) The following matters are not “special business” for the purposes of the Regulations or a Regular Special Meeting of the Members:
- (i) any agenda item specified in clause 9.4(a); or
 - (ii) any matter referred to in the Articles, the Bylaws, the Regulations, or the Act which is within the responsibility of the Members and not within the exclusive responsibility of the Directors, if the Member who wishes to place the business on the agenda has provided other Members with a Notice of Motion in accordance with this clause,
- provided that amendments to Articles and the making of Bylaws shall nevertheless continue to be “special business”. Any notice with respect to “special business” must comply with the Regulations.
- (c) A Notice of Motion shall:
- (i) set out the nature of the business in sufficient detail to permit the recipient to form a reasoned judgment about the business;
 - (ii) be either tabled at the previous Regular Special Meeting, or provided by notice in writing to all Members 10 days prior to the Regular Special Meeting; and
 - (iii) conform to any Policy approved by the Member.
- (d) A Notice of Motion which has been tabled at a Regular Special Meeting shall be attached to the minutes of the meeting.

9.5 Emergency Special Meetings

- (a) Where the Board of Directors determines by a Special Resolution that a meeting of the membership of the Cooperative is required to deal with a specific item upon shorter notice, then the Board may call an Emergency Special Meeting.
- (b) The Board of Directors must call an Emergency Special Meeting of the Cooperative whenever requested in writing to do so by twenty percent (20%) or more of the Members. Any such written request must state clearly the nature of the business to be transacted at such meeting.
- (c) If the Board of Directors does not, within twenty one (21) days of receipt of such a request, call an Emergency Special Meeting to be held within 10 days, the Members making the request, or any other Members of the required number, may themselves call a meeting of which notice shall be given in accordance with this clause.

9.6 Order of Business at Annual General Meetings

The business for the Annual General Meeting shall include:

- (a) Call to order;
- (b) Approval of minutes from the previous Annual General Meeting;
- (c) Report of the Board of Directors and Committees;
- (d) Financial report;
- (e) Auditor's report (if any);
- (f) Reporting and resolution for approval of expenditures;
- (g) Appointment of auditor for the coming year;
- (h) Nominations and election of Board of Directors;
- (i) Special business (if any);
- (j) Adjournment.

9.7 Notice and Agendas

- (a) Fourteen (14) days' notice shall be provided with respect to every Annual General Meeting. Notwithstanding clause 9.3, fourteen (14) days' notice shall also be provided with respect to every Regular Special Meeting at which the annual budget and monthly Cooperative fees are to be considered, and proposed budgets and proposed monthly fees shall be included with the notice of all such Regular Special Meetings.
- (b) The agenda for:
 - (i) every Annual General Meeting shall be as set forth in clause 9.6, and may include any special business in accordance with the Regulations;
 - (ii) each Regular Special Meeting shall include the order of business set out in clause 9.4(a) and the business set out in the Notices of Motion served in accordance with clause 9.4(c);
 - (iii) each Emergency Special Meeting shall be the business set forth in the notice for that meeting.

9.8 Quorum

- (a) The quorum for any Meeting of Members shall be 25% of the Members present in person or by electronic or telephonic means, except as provided in clause 9.8(b), and any resolution at such a meeting may be passed by a simple majority.
- (b) The quorum for any Meeting of Members at which:
 - (i) amendments to Bylaws are being considered shall be 25% of the Members, and must be approved by special resolution;

- (ii) a resolution to dissolve (to the extent permitted by the Act) or change the corporate form of the Cooperative is being considered shall be 51% of the Members, and must be approved by a vote of 51% or more;
 - (iii) a resolution to incur further debt shall be 25% of the Members, and may be approved by a simple majority;
 - (iv) a resolution to acquire or sell real property is being considered shall be 51% of the Members, and must be approved by a vote of 51% or more; and
 - (v) an appeal from a termination of membership is being considered shall be 25% of the Members.
- (c) At all Meetings of Members if no quorum exists within 30 minutes of the time set for the commencement of the meeting, no business may be transacted except that those Members who are present may:
- (i) pass a resolution authorizing the Board of Directors to make decisions with regards to specific issues on the agenda; or
 - (ii) set the hour, date, place and agenda of the next Meeting of Members which notice shall be delivered in accordance with the notice requirements set out in the Bylaws.
- (d) For the purposes of determining whether a quorum exists, in this clause 9.8, the number of Members who attend by telephonic means pursuant to a resolution passed in accordance with clause 10.7(a) shall be counted for the purpose of determining quorum.

9.9 Rules of Order of Meetings of Members

Business at all Meetings of Members shall be conducted according to the rules of order adopted by resolution of the Members.

ARTICLE 10 – VOTING

10.1 Each Member to have one vote

- (a) Regardless of the number of Shares held, each Member shall have only one (1) vote on any question that may come before any meeting of the Members of the Cooperative, and this vote must be cast by the Member, either in person, by ballot, electronically, by telephone, or by other communication facility.

10.2 Tie vote

If a vote is tied the motion shall be declared defeated.

10.3 Chair to vote

Any Member who chairs a meeting of the Cooperative does not lose their right to vote by virtue of being chair but, if entitled to vote, the chair must cast their vote at the same time as the other votes are cast. The chair is not entitled to a tie breaking vote in the event of a tie vote.

10.4 Show of Hands

Subject to the Act and the Bylaws, any question at a Meeting of Members shall be decided by a show of hands unless a ballot is required. Whenever a vote by show of hands has been taken upon a question, a declaration by the chair of the meeting that the vote upon the question has been carried or not carried shall be prima facie evidence of that fact without proof of the number of votes recorded in favour or against any question.

10.5 Voting by ballot

On any question proposed for consideration at a Meeting of Members, a Member may request a vote by ballot. The chair shall direct the vote by ballot, provided that:

- (a) There are no further amendments to the question; and
- (b) No less than 51% of the Members present at the meeting support the request for ballot by a show of hands.

10.6 Voting Outside Meetings

A Meeting of Members may, by show of hands, provide that any question before it is to be voted on by ballot that is to be held outside of the meeting, using either a paper or electronic ballot. Either the Meeting of Members or a committee created by the Meeting of Members shall decide:

- (a) The date of the vote;
- (b) The place or places of the ballot box;
- (c) The time or times that voting shall be allowed;
- (d) The form and provision of the ballot;
- (e) The time and method of counting of the ballots; and
- (f) Any other questions relevant to the vote by ballot.

10.7 Electronic voting

A vote at a meeting of the Cooperative may be held entirely by means of telephone, electronic or other communication facility, and any Member entitled to vote at the meeting may vote by those means, provided:

- (a) Each Member has access to the communication facility; and
- (b) The communication facility is defined and used in a manner that:
 - (i) permits verification of the votes; and
 - (ii) permits the votes to be tallied without the identification of how each Member voted.

10.8 Telephone voting

Members not present at a meeting may participate and vote by telephone, subject to the following conditions:

- (a) The Member who wishes to participate by telephone shall advise the chair of the meeting that they cannot be present in person but wish to participate and vote by telephone;
- (b) The Members present at the meeting must, by majority vote, allow the Member or Members wishing to vote by telephone to do so. This vote shall be valid even if the Members present in person do not constitute a quorum;
- (c) The proposed vote must be conducted by a show of hands, not a secretary ballot;
- (d) The telephone vote must be communicated directly by the Member to a Board Member in order that the Board Member can confirm that the Member participating by telephone hears and understands the motion or resolution and that the vote of the Member participating by telephone is accurately recorded; and
- (e) For the purposes of this Bylaw, the term “telephone” shall include Skype, Facetime and other electronic and/or digital means of voice and/or voice and visual transmission.

10.9 Written Resolutions

A resolution in writing signed by all the Members of the Cooperative who are entitled to vote on the resolution at a Meeting of Members shall be as valid as if it had been passed at the meeting.

10.10 Persons entitled to be present at Meetings

The only persons entitled to be present at a Meeting of the Members are the Members, the Directors, the Cooperative’s auditor, and persons present at the meeting with the approval of the Board or the Meeting of Members.

ARTICLE 11 – BOARD OF DIRECTORS

11.1 Composition of the Board and terms of office

- (a) The Board of Directors shall consist of not less than 5 nor greater than 7 Directors;
- (b) The election of Directors shall be by secret ballot. Three scrutineers who are not nominees or Directors shall be appointed by the chair at the meeting for the purpose of ascertaining and declaring the results of the election of Directors. In the case of a tie, the names of the nominees who are tied shall be submitted to a second ballot. If the number of nominees after nominations are declared closed is equal to or less than the number of Director’s positions open, the chair shall declare the nominees to have been elected by acclamation and shall call for a motion to ratify the acclamation;

- (c) Directors and Officers shall be elected for a term of two years, or until their successors are elected, whichever last occurs. To the extent possible, one half of the Board shall be elected each year, with:
 - (i) the Chair of the Board, the Treasurer, the Director (Maintenance), the Director (Privacy Officer) and up to one Director at Large being elected every odd year; and
 - (ii) the Vice-Chair of the Board, the Secretary, the Director (Maintenance) and up to one Director at Large being elected every even year;
- (d) At each Annual General Meeting after the First Meeting of Members:
 - (i) Directors shall be elected for a term of 3 years, or until their successors are elected, to succeed Directors whose terms have expired,
 - (ii) Directors shall be elected by the Members to fill the remaining 3 year terms of Directors whose positions were vacated before the expiry of their term.

11.2 Qualification of Directors

- (a) No person shall be a Director if that person is:
 - (i) under 18 years of age;
 - (ii) an individual who is a dependant adult as defined in the *Dependant Adults Act* (Alberta), is subject to a certificate of incapacity under the *Dependant Adults Act* (Alberta), is subject to an order under the *Mentally Incapacitated Persons Act* (Alberta), or is found to be a person of unsound mind by a Court elsewhere than in Alberta;
 - (iii) an undischarged bankrupt;
 - (iv) an employee of the Cooperative;
 - (v) not a member in Good Standing of the Cooperative;
 - (vi) a party to a continuing contract or transaction for profit that is not customarily available to other members of the Cooperative, without the approval of the Members; or
 - (vii) a person who has, within the two years preceding the election, been disqualified as a Director for the refusal to execute, or the breach of, an Ethical Conduct or Confidentiality Agreement.
- (b) Unless otherwise approved by a Special Resolution at a Meeting of Members, Directors and Officers may serve for a maximum of two (2) complete consecutive terms. Directors and Officers who have stepped down after having served for two consecutive terms may stand for election to the Board at the next Annual General Meeting following the Annual General Meeting at which their term expired. A partial term does not constitute a complete term for the purposes of this clause.

11.3 Nomination of Board of Directors

- (a) The following provisions shall apply to the nomination of the Board of Directors:
 - (i) nomination for the Board of Directors may be made by any Member present at a Meeting of Members; and
 - (ii) Any nominee must signify their acceptance of the nomination verbally or in writing.

11.4 Officers

The principal Officers of the Cooperative shall be the Chair of the Board, Vice-Chair of the Board, Secretary and Treasurer, who shall be appointed from amongst the Directors by the Directors at the first meeting of the Board of Directors following the Annual General Meeting.

11.5 Disqualification of Directors

- (a) A person shall be automatically disqualified from holding the office of a Director or Officer, and that person's office shall be automatically vacated if they:
 - (i) cease to be a Member of the Cooperative, or are no longer qualified to be a Director of the Cooperative under the Bylaws;
 - (ii) are charged or convicted of an indictable offence while in office for which they are liable to imprisonment for a term of not less than two years;
 - (iii) cease to be in Good Standing, and have not remedied the act or omission which caused them to not be in Good Standing within 14 days following receipt of notice thereof. For greater certainty, the said 14-day period may not be extended by any agreement with the Director or Officer in default, including a deferred repayment or performance agreement.
- (b) The Board of Directors may, by Special Resolution, disqualify a Director or Officer, and cause the position of the Director or Officer to be vacated if they:
 - (i) are absent from three (3) consecutive regular meetings of the Board of Directors, unless they have provided a reason for the absence that is acceptable to the other Directors;
 - (ii) refuse to execute the Ethical Conduct or Confidentiality Agreements;
 - (iii) refuse to attend Board of Director education courses; or
 - (iv) breach their obligations under the Ethical Conduct or Confidentiality Agreements.

11.6 Vacancies

In the event of a vacancy occurring on the Board of Directors with respect to a Director, the Board may appoint an eligible Member to fill the vacancy until either the next Annual General Meeting, or the next Regular Special Meeting for which appropriate notices have been given, when the Members shall elect a Director to hold office for the remainder of that term, if the term related to the vacancy has not expired.

11.7 Removal of Directors

Any Director may be removed from office by a majority resolution passed by the Members at a Special Meeting called for that purpose. The vacancy created by the removal of a Director or Officer may be filled at the meeting at which the Director or Officer was removed.

11.8 Duties of Officers

The Officers of the Cooperative shall have the following duties:

- (a) The Chair of the Board will chair all Meetings of Members unless the Members or the Directors, by Policy or resolution, create a different mechanism to select an individual to chair Meetings of Members. The Chair of the Board will chair all meetings of the Board;
- (b) The Vice-Chair of the Board will chair the Meetings of the Board in the absence of the President;
- (c) If neither the Chair nor the Vice-Chair of the Board are available for a Meeting of Members, the Chair of the Board shall appoint someone from amongst the remaining Board members to chair to Meeting of Members;
- (d) The Secretary shall ensure that accurate minutes are taken and retained for all Meetings of Members and all meetings of the Board of Directors, and shall be responsible for the correspondence, records and books of the Cooperative; and shall perform such other duties as are assigned from time to time by the board; and
- (e) The Treasurer shall ensure that a proper set of financial records, showing accurately the dealings of the Cooperative are created and maintained; shall present a full and detailed accounting of the receipts and disbursements to the Board whenever requested by it; shall assist the auditor to prepare and complete financial statements for the Cooperative for submission to the Annual General Meeting of the Cooperative, and shall perform other duties assigned by the Board.

With the approval of the Board, some of the above duties may be delegated to an independent manager or accounting professional or other Officers, Directors or Members of the Cooperative.

11.9 Director's Obligations

- (a) Directors must manage and supervise the management of the business and affairs of the cooperative which are their responsibility under the Act, the Regulations, the Articles and the Bylaws;

- (b) All Directors shall execute an Ethical Conduct and Confidentiality Agreement, in a form approved by the Members at a Meeting of Members, at or before the first Board Meeting following the election or appointment of each Director and Officers;
- (c) All Directors have an obligation to inform themselves with regard to the management and operations of the Cooperative and as such shall attend at least one Board education course each year provided to the Cooperative; and
- (d) All Directors must assist in the orderly transfer of duties and knowledge when leaving the Board. All Directors must use their best efforts to assist in providing reasonable training and assistance to the remaining Directors, and any new Directors, upon leaving their position with the Board.

11.10 Remuneration for Expenses

Directors and officers shall not be paid remuneration for their services. Directors and Officers may be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the Board and fulfilling their duties as Directors if the recovery of these expenses is approved by the Board.

11.11 Duty of Care of Directors and Officers

Directors and Officers of the Cooperative, in exercising their powers and discharging their duties, shall:

- (a) Act honestly and in good faith with a view to the best interests of the Cooperative; and
- (b) Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

11.12 Indemnity

Subject to the limitations contained in the Act, the Cooperative shall indemnify Directors and Officers, former Directors and Officers and their heirs and legal representatives and successors, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by them in respect of any civil, criminal or administrative action or proceeding to which they are made a part by reason of being or having been Directors or Officers of the Cooperative if:

- (a) They acted honestly and in good faith with a view to the best interests of the Cooperative; or
- (b) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

11.13 Insurance

The Cooperative may purchase and maintain such insurance for the benefit of its Directors and Officers as the Board, with the approval of the Members, may from time to time determine.

11.14 Conflict of Interest

- (a) A Director or Officer of the Cooperative must, in accordance with the Act, disclose to the Cooperative the nature and extent of any interest that the Director or Officer has in a material contract or transaction, or a proposed material contract or transaction, with the Cooperative and any material change to any such interest.
- (b) This provision does not require disclosure of:
 - (i) any Share Subscription and Housing Agreement between the Director or Officer and with the Cooperative; or
 - (ii) any other contract or transaction that is available to and customarily entered into between the Cooperative and its Members,if the said Agreement, contracts, or transactions are on the same terms as are generally available to Members.
- (c) An Officer or Director may not vote on matters involving Agreements, contracts, or transactions entered into between the Cooperative and the Director or Officer, provided that a vote in these circumstances will not of itself obligate the Director or Officer to account for any profit realized from the agreement or contract, but may disqualify the Director or Officer from the Board if the Board, by a majority vote, decides that the Director or Officer's conduct justifies disqualification.

ARTICLE 12 – MEETINGS OF THE BOARD OF DIRECTORS

12.1 Board Meetings

- (a) The Board of Directors shall hold regular meetings no less than once every month, at such time and place within the Province of Alberta as the Board may decide. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each Director forthwith after being passed, and no other notice shall be required for any such meetings.
- (b) Special meetings of the Board may be called by the Chair, or by any three Directors, on no less than twenty four (24) hours' notice before the meeting. Such notice shall clearly state the nature of the business to be transacted at the meeting and may be given by any of the means set forth in clause 53.1(a).
- (c) Emergency meetings and meetings without notice may be convened upon shorter notice or without notice if the consent of all Directors is given, and such consent shall be deemed to have been sufficiently given if the signatures of all the Directors of the Cooperative are affixed to the Minutes of the meeting.

12.2 Persons entitled to be present at Directors' Meetings

- (a) The time, place and date of Board Meetings shall be made available to the Members.

- (b) Subject to clause 12.2(c), any Member may attend as an observer but may not participate in the meeting of the Board of Directors, unless invited by the Board to do so.
- (c) The Board shall close meetings or portions thereof from the Members that deal with matters which the Board, acting reasonably, believes deal with issues which are Confidential Information.

12.3 Quorum

The quorum for all meetings of the Board of Directors shall be the Majority of the Directors and if such number is not a whole number, then the next highest whole number.

12.4 Resolutions in writing

A resolution in writing, signed by all Directors without a meeting, shall be valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

12.5 Electronic meetings

The Directors may attend a meeting of Directors by means of a telephonic, electronic or other communications facility that permits all persons participating in the meeting to communicate adequately with each other during the meeting.

12.6 Voting procedures

- (a) Each Director shall have one vote on any question that may become before any meeting of the Board of Directors.
- (b) The Chair or other presiding Officer shall have the right to vote on any question, but may only cast one vote which shall be cast at such time as the other votes are cast.
- (c) Directors may request that their vote be recorded.
- (d) In the event that a report is to be presented by the Board to the Members which does not represent the views of all of the Board Members, a minority report may be submitted along with the main report and recorded as such.
- (e) If a vote is tied the motion shall be declared defeated.

12.7 Voting by E-mail

The Directors may vote on any question by e-mail subject to the following conditions:

- (a) E-mail voting should be reserved for emergency matters only, which cannot be dealt with at a Regular Board Meeting;
- (b) Directors must be advised in advance that a question will be decided by e-mail voting in order that all Directors will be aware that additional information will be forthcoming by e-mail, and that they will be asked to vote by e-mail;

- (c) Upon being advised that the vote is proposed by e-mail, any Director may object to a vote being conducted by e-mail, and request a Meeting of Directors. If an objection is made, the question shall be determined at a Meeting of Directors;
- (d) Directors shall have twenty four (24) hours' notice from the time that an e-mail is sent calling for an e-mail vote to vote upon the question. Votes will not be counted until all votes have been cast or until the twenty four (24) hour period has expired. Rules with respect to quorum and the right of Directors to dissent shall apply to e-mail voting; and
- (e) A summary of the request for an e-mail vote, the reasons for an e-mail vote, the information provided in connection with an e-mail vote, and the results of an e-mail vote shall be recorded and included in the minutes of the next meeting of the Board of Directors.

12.8 Rules of Order

Business at a meeting of the Board of Directors of the Cooperative may be conducted according to the rules of order adopted by the Board of Directors.

12.9 Irregularities

All acts done by any meeting of the Board of Directors, or by any person acting as Director, or by a Resolution in writing of the Directors, shall be valid and subsisting notwithstanding that it may subsequently be discovered that there was some defect in the appointment of any Director or person acting as a Director, or that they or any of them were not qualified to be Directors.

ARTICLE 13 – MEMBERSHIP EDUCATION

13.1 Education reserve

The Directors shall keep the Members informed of the business of the Cooperative, encourage the Members' interest in the Cooperative, and with the objective of developing and fostering the overall development of a Cooperative community the membership shall, subject to approval by resolution of the Membership, establish an Education Reserve which shall be earmarked exclusively for the purpose of financing the following:

- (a) Sending Members to courses, workshops, meeting of any other sessions or events relating to the various aspects of Cooperative or cohousing activity, including ongoing management and operation;
- (b) Maintaining membership, subject to approval by resolution of the General Membership, through the payment of dues or fees, in organization(s) which provide courses and/or services used by the Cooperative;
- (c) Engaging management and education consultants; and
- (d) Providing regular updates on Cooperative events and activities.

The Education Reserve may be funded on an annual basis in a manner to be established by the Membership.

13.2 Education on privacy

The Cooperative shall ensure that its staff, Board of Directors, committees and general members are informed of its bylaws, policies and the procedures that relate to PIPA. Each year the Cooperative shall develop an education plan designed to inform its staff, Board of Directors, committees and general members about its privacy bylaws, policies and procedures.

ARTICLE 14 – IRREGULARITIES

14.1 Notice of meeting

Irregularities in the notice of any Meeting of Members or Directors or in the giving thereof, or the accidental omission to give notice of any meeting or the non-receipt of any notice by any Member or Director shall, if notice is generally received, not invalidate any resolution passed or proceedings taken at any meeting nor shall it prevent the holding of such meeting.

ARTICLE 15 – MINUTES OF MEETINGS

15.1 Minute books

- (a) The Directors shall cause minutes to be made and retained in books provided for this purpose of all resolutions and proceedings of all meetings of Members and Board meetings. The names of all Directors and Officers present at each Board Meeting shall be recorded in the Directors' minutes.
- (b) The Directors shall ensure that information from minutes containing Confidential Information are not included in the Cooperative's books and records which are generally accessible to Members and others, but are maintained in separate books designated for Confidential Information.

15.2 Approval of minutes

All minutes of all Meetings of Members and Board Meetings shall be approved at subsequent meetings.

15.3 Prima facie evidence

Any minutes of Meetings of Members and Board Meetings, if signed by the Chair or Secretary of that meeting or the Chair or Secretary of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

ARTICLE 16 – COMMITTEES

16.1 Establishing Committees

- (a) The Board may establish any standing or ad hoc committee that it deems necessary to assist in implementing matters referred to in the Articles, the Bylaws, the Regulations or the Act which are within the responsibility of the Board. All such committees are accountable to the Board.

- (b) The Members may, at a Meeting of Members, establish any standing or ad hoc committee that the Members deem necessary to assist the Members to implement matters referred to in the Articles, the Bylaws, the Regulations or the Act which are within the responsibility of the Members. All such committees are accountable to the Members.
- (c) The procedure with respect to Board meetings shall apply to Meetings of Committees unless the Members or the Board which created the Committee directs otherwise by resolution.

ARTICLE 17 – AMENDMENTS TO BYLAWS

17.1 Rules for amending Bylaws

The Bylaws of the Cooperative may only be amended by Special Resolution of the Members. Notice of the meeting at which amendments are proposed is to state the nature of the proposed amendment in sufficient detail to permit each Member to form a reasoned judgment about the amendment and contain text of the proposed amendment.

ARTICLE 18 – FINANCIAL YEAR

18.1 Choosing the financial year

The financial year of the Cooperative shall begin on July 1st and end on June 30th.

ARTICLE 19 – BOOKS AND ACCOUNTS

19.1 How books must be kept

Books and accounts of the Cooperative shall be kept under the direction of the Treasurer and in accordance with the Regulations and such accounting system as may be recommended by the Cooperative's accounting advisor or auditor as approved by a Policy of the Board.

ARTICLE 20 – APPOINTMENT OF AUDITOR

20.1 When appointed

At each Annual General Meeting, an Auditor shall be appointed by the Members, unless the Members, by Special Resolution, resolve not to do so for the next fiscal year.

20.2 Eligibility

Subject to the Act, no Director, Officer or employee of the Cooperative is eligible to be appointed Auditor of the Cooperative.

ARTICLE 21 – ANNUAL FINANCIAL STATEMENTS

21.1 Annual financial statements

- (a) The Board shall, at the end of each fiscal year and before the Annual Meeting of Members, provide the Members with annual financial statements approved by the Directors in the form required by the Act and the Regulations.

- (b) The Directors must also place before the Members, at every Annual Meeting of Members, the report of the Cooperative's Auditor in accordance with the Act, unless the Members have, by special resolution at the preceding Annual Meeting of Members, passed a Special Resolution to dispense with the appointment of an auditor.

ARTICLE 22 – INSPECTION OF BOOKS

22.1 Books kept in central location

Subject to clause 22.2, the Board shall maintain the Cooperative's financial and other records, including all records required to be maintained under the Act, at a central and convenient place for inspection on reasonable notice of any Members.

22.2 Confidential Records

Members are entitled to access Directors' minutes, and to take copies of Directors' minutes, except those portions of Directors' minutes which contain Confidential Information. Members are also not entitled to access financial or other information which is not permitted to be disclosed by PIPA or otherwise.

ARTICLE 23 – RESERVES, SURPLUS AND DEFICIT

23.1 Reserve funds

The Board shall establish such reserve funds for operating reserves, education reserves, bad debts, building replacement costs, future expenses, and such other reserves as good practices may dictate, including such reserves as may be required by these Bylaws or any agreement entered into by the Cooperative, or such reserves as approved by the Directors or the Members on the advice and direction of the Cooperative's independent accounting advisor or Auditor.

23.2 Surplus or deficit

If any surplus or deficit should arise from the operation of the Cooperative in any fiscal year, that fact shall be brought before a Meeting of Members as soon as is practicable, but no less than six (6) months after the fiscal year end, and dealt with in accordance with the directions given by a resolution of the Members at that meeting.

ARTICLE 24 – BORROWING

24.1 Rules for borrowing by the Cooperative

Subject to the Articles, the Cooperative may from time to time, by Special Resolution at a Meeting of Members:

- (a) Borrow money on the credit of the Cooperative;
- (b) Issue, sell or pledge securities of the Cooperative; or
- (c) Charge, mortgage, pledge or hypothecate all or any of the real or personal property of the Cooperative, including bank debts, rights, powers, and undertake to secure any sureties or money borrowed, or other debt or any other obligation or liability of the Cooperative.

ARTICLE 25 – SPENDING POLICY

25.1 Board to prepare spending Policy

The Board shall either prepare or arrange for the preparation of, and present the Spending Report and Regulation for each Annual Meeting of Members, for approval by the Members, which for the next Fiscal year:

- (a) Summarizes proposed expenditures;
- (b) Identifies who has authority to authorize these expenditures;
- (c) Estimates and authorizes the Board to pay for unbudgeted emergency expenditures;
- (d) Approves a process for authorizing purchases;
- (e) Approves cheque signing authorities for signing of cheques; and
- (f) Indicates if the approval of Members is required prior to an expenditure.

ARTICLE 26 – INVESTMENT POLICY

26.1 Board to prepare investment Policy

The Board shall prepare and present to the Membership for approval an Investment Policy that outlines:

- (a) The goals of investing;
- (b) The types of investments;
- (c) The investment criteria; and
- (d) The approval of investments.

ARTICLE 27 – BONDING

27.1 Bonding of Officers and employees

The Board, with the approval of the Members may, as part of its insurance coverage, arrange for bonds to secure the faithful discharge of the powers and duties of any Officer, Member or employee of the Cooperative who has charge of or handles money or securities belonging to the Cooperative.

ARTICLE 28 – PERSONAL INFORMATION PROTECTION ACT

28.1 General Requirements

- (a) The Cooperative may collect, use and disclose Personal Information about individuals with which it does business, including Members, when these conditions have been met:
 - (i) the information is required to carry out the business of the Cooperative;

- (ii) the information is needed for an identified purpose;
 - (iii) that purpose has been explained to the individual;
 - (iv) the individual has given Consent to the collection, use or disclosure of the information; and
 - (v) the individual understands that they may withdraw their Consent at any time and understands the consequences of that withdrawal of Consent.
- (b) The Cooperative may make Consent a requirement only if denial or withdrawal of Consent would prevent the Cooperative from carrying out the purpose for which consent is required.
- (c) The Cooperative shall adopt a system for recording, for each Member file:
- (i) each use of Personal Information within the Cooperative;
 - (ii) each disclosure of Personal Information to those outside the Cooperative; and
 - (iii) the date of each use or disclosure, by or to whom the information was used/disclosed and the reason for the use/disclosure.

28.2 Storage & Retention of Information

- (a) The Cooperative shall adopt reasonable safeguards wherever Personal Information is stored to prevent unauthorized use. These safeguards shall include physical, technological and administrative means and shall apply to data on-site, off-site, that held by outside contractors and during travel.
- (b) Access to Personal Information will be restricted to those individuals who provided the information, the Privacy Officer, if necessary, and the persons who need the information for the purpose for which it was gathered.
- (c) The Cooperative shall keep Personal Information only for as long as needed to achieve the purpose for which it was collected. The Cooperative shall also retain information for the purpose and period specified in its legal obligations.

28.3 Access to Information

- (a) An individual may apply to have access to their own Personal Information that is in the custody or under the control of the Cooperative.
- (b) The request shall be in writing and must contain enough information so that the Cooperative can find the information with a reasonable effort. The applicant is not required to state the reason for the request.
- (c) The Cooperative shall respond within 45 days (or may apply to the provincial Privacy Commissioner in extraordinary circumstances as provided in PIPA).
- (d) The Cooperative shall provide access to an individual's Member File and other Personal Information the Cooperative has in its custody or under its control, except:

- (i) when the information is protected by legal privilege;
- (ii) when disclosure would give away confidential business information;
- (iii) when the information was collected for an investigation or legal proceeding;
- (iv) when disclosure might result in that type of information no longer being supplied;
- (v) when a mediator or arbitrator collected the information;
- (vi) when the information could reasonably be expected to threaten the life or security of another individual;
- (vii) when disclosure of the information would disclose Personal Information about another individual; or
- (viii) when the disclosure of the information would identify the person who gave an opinion about the individual.

The Cooperative shall remove such materials from the Member File and provide access to only the remaining materials.

- (e) The Cooperative shall tell the Member:
 - (i) if it has a record;
 - (ii) if it is giving access to all or part of the record;
 - (iii) where, when and how access will be given;
 - (iv) the reasons for refusing and the section(s) of the Act that allow or require you to refuse access;
 - (v) the name of the Cooperative's Privacy Officer; and
 - (vi) that the Member ask the provincial Privacy Commissioner to review the Cooperative's decision to refuse access.
- (f) The Cooperative may charge a reasonable fee to cover out-of-pocket expenses but not a handling or administrative fee.

28.4 Correction of Information

- (a) An individual may make a request to the Cooperative to correct Personal Information that the Cooperative has collected. The request shall be in writing.
- (b) The Cooperative shall make a determination whether it should correct the information. If it decides to correct it, it shall do so as soon as possible. If the Cooperative makes a determination not to make the correction, it must annotate the information with the correction that was requested but not made.
- (c) The Cooperative shall not change or correct an opinion.

- (d) The Cooperative shall also send the corrected information to all organizations to which it disclosed the incorrect information.
- (e) The Cooperative shall correct an individual's Personal Information when it receives notices of correction from another organization.
- (f) The Cooperative shall not charge a fee for correction of Personal Information.

28.5 Destruction of Information

- (a) The Cooperative shall review its files on an annual basis and will destroy or erase any Personal Information no longer needed for the purpose for which it was collected.
- (b) The Cooperative shall ensure that reasonable safeguards are applied when destroying Personal Information to prevent unauthorized use or access.

28.6 Complaints Process

The Cooperative shall develop a complaints procedure so that if an individual is dissatisfied with the Cooperative's handling of their Personal Information, they may make a formal complaint.

28.7 Privacy Officer

- (a) A Privacy Officer shall be appointed by the Board. The Privacy Officer may be the Office Coordinator, or such other person appointed by the Board.
- (b) The Privacy Officer may seek assistance from the Cooperative's property manager to perform the Privacy Officer's duties and may, in this regard, delegate some of the Privacy Officer's duties to the Cooperative's property manager.
- (c) The Privacy Officer may seek assistance from another Member(s) of the Cooperative approved by the Board of Directors to perform the Privacy Officer's duties and may, in this regard, delegate some of their duties to such person or persons. The Privacy Officer and anyone who assists the Privacy Officer shall sign an Ethical Conduct and Confidentiality Agreement.
- (d) The Privacy Officer shall perform the following duties, as supplemented in the Privacy Officer Job Description (if any):
 - (i) review the Cooperative's Bylaws, Policies and practices for PIPA compliance;
 - (ii) make recommendations on privacy issues to the Board, Members and Committees;
 - (iii) handle complaints;
 - (iv) provide information on the Cooperative's Bylaws, Policies and practices pertaining to privacy rights;
 - (v) ensure access to and procedure for handling corrections to Member Files;

- (vi) provide recommendations for Member and staff privacy education; and
 - (vii) act as “watchdog” to ensure the Cooperative’s compliance with PIPA.
- (e) The Privacy Officer shall report to the Board.

28.8 Exemptions

Consent is not required if the Personal Information:

- (a) Is for family or home use (e.g. Christmas card mailing lists);
- (b) Is publicly available (e.g. phone book);
- (c) Is to decide whether the individual is suitable for an honour, award or other similar benefit;
- (d) Is necessary to respond to an emergency;
- (e) Is necessary in order to collect a debt owed to the Cooperative, or to enforce a legal right of the Cooperative;
- (f) Falls under another Act;
- (g) Is already contained in Court files;
- (h) Is for an investigation or legal proceeding;
- (i) Cannot be obtained in a timely way and the use is in the interests of the individual;
- (j) Is in the best interests of the individual and consent cannot be obtained in a timely way or the individual would not reasonably be expected to hold back consent;
- (k) Is needed to contact next of kin of an injured, ill or deceased individual; or
- (l) If the disclosure is to the surviving spouse or adult partner or adult relative of an individual who has died, and if the disclosure is reasonable.

ARTICLE 29 – A COOPERATIVE RELATIONSHIP

29.1 The relationship between Members and the Cooperative

The relations between the Members and the Cooperative are governed by the Act, the Regulations, the Articles, the Bylaws, and any agreements between the Member and the Cooperative. The *Residential Tenancies Act* and the *Mobile Home Sites Tenancies Act* do not apply to this relationship. The right to occupy the Housing Unit of a Member’s Family, Non-Member Residents and any others who occupy the Housing Unit with the permission or sufferance of a Member cease when the Member ceases to be a Member.

ARTICLE 30 – THE COOPERATIVE’S OBLIGATIONS

30.1 Maintenance and repair obligations

The Cooperative is responsible to the extent possible for the proper operation, control, management, administration, ownership, maintenance, repair and upkeep of the Project to achieve, to the extent possible, the Project Objectives.

30.2 Insurance

The Cooperative will obtain and maintain insurance with respect to the Project Property as required by these Bylaws.

30.3 Taxes

The Cooperative shall pay, or cause to be paid, all property Taxes levied with respect to the Project Property.

30.4 Replacement Reserve Fund

The Cooperative shall establish and maintain a Replacement Reserve Fund to be used for the repair, upkeep and replacement of the Project Property. At least once every five years the Cooperative shall commission a replacement reserve study to determine the state of the Project Property and the required annual contribution to and expenditures from the Fund.

The Board shall promptly report to the membership of the Cooperative any problems that are discovered with respect to the physical structure of the Project Property. The Board may obtain the advice of architects, engineers, contractors, or tradesmen whenever it thinks such advice appropriate or necessary.

The Replacement Reserve Fund, and the annual contributions to it, are part of the annual Project Costs of the Cooperative.

ARTICLE 31 – MEMBERS AGREEMENT

31.1 Members agreement

Each Member:

- (a) Agrees with the Project Objectives;
- (b) Agrees to and shall be bound by the Act, the Regulations, the Articles, the Bylaws, the Share Subscription and Housing Agreement, and any other agreement between the Member and the Cooperative; and
- (c) Agrees to abide by Policies, and the consequence of any breach of Policies to the extent provided in the Bylaws or any agreement between the Member and the Cooperative.

31.2 Member's Family

- (a) Each Member shall ensure that the Family, employees, invitees, boarders, and Non-Member Residents (whether permitted to occupy the Housing Unit or not) of the Member, obey and comply with the Articles, Bylaws and Policies and the Project Objectives;
- (b) The Cooperative shall not be liable to the Member for the non-compliance or violation of the Articles, Bylaws or Policies by any other person.

31.3 Respecting the rights and well-being of other Members

Each Member shall:

- (a) Not do or to permit to be done anything in his or her Housing Unit or in the Project that will increase the cost of fire or liability insurance on the Project;
- (b) Not interfere with the reasonable rights of other Members of the Cooperative or their Family to quiet enjoyment of their Housing Units or the right to use the Project, including the Common Areas and Facilities;
- (c) Not unreasonably cause or permit noise or vibration to emanate from their Housing Unit which will disturb any other Member nor unreasonably cause such noise to emanate from the Project;
- (d) Not obstruct, or cause to be obstructed, the corridors, foyer, stairwells, pathways, driveways or other Common Areas and Facilities;
- (e) Not threaten the safety of other Members of the Cooperative, their Family or guests, or others in the Project, if such threats might reasonably be expected to cause fear of actual physical harm;
- (f) Not verbally abuse other Members of the Cooperative, their Family, or guests, or others in the Project, whether by racial slurs, denigrating language, or otherwise if such verbal abuse might reasonably be construed as an intentional or malicious attempt to demean or cause distress to the well-being of the recipient;
- (g) Not, by virtue of the Member's conduct, threats or activities, constitute a real physical danger to the other Members or residents of the Cooperative, their Families or their guests, or others in the Project;
- (h) Not vandalize or intentionally damage or destroy property of the Cooperative or other Members or residents of the Cooperative, their Families or their guests or others in the Project.

ARTICLE 32 – OCCUPANCY RIGHTS

32.1 Housing Unit and Common Area benefits

The Member has the right to enjoy:

- (a) Sole use and benefit of the Housing Unit as their residence; and

- (b) The right to use and enjoy Common Areas and Facilities in common with other Members,

subject to the Act, Regulations, Articles, Bylaws, Policies and any agreements between the Member and the Cooperative (collectively referred to herein as the "Right of Occupancy").

32.2 When right of occupancy begins

The Member's Right of Occupancy under these Bylaws and any agreement between the Member and the Cooperative does not begin until the Member has been accepted as a Member in accordance with the Bylaws (including execution of a Share Subscription and Housing Agreement and payment of all funds due to the Cooperative) and has been given possession of their Housing Unit.

32.3 When right of occupancy ends

Subject to the Bylaws and the Act, the Right of Occupancy ceases on the effective date of withdrawal from or termination of membership.

32.4 Vacating the Housing Unit

Subject to the Bylaws and the Act, the Member must provide vacant possession of the Housing Unit on the effective date of withdrawal from or termination of membership.

32.5 Compensation after Termination or Withdrawal of Membership

The Member shall compensate the Cooperative for:

- (a) Occupancy costs, after the withdrawal from or termination of membership, until occupancy ceases, in an amount equivalent to the Monthly Housing Charge the Member would have been obliged to pay if the withdrawal from or termination of membership had not occurred;
- (b) Unpaid housing charges, unpaid utilities, or other levies, penalties, debts, claims or damages due to the Cooperative by the Member;
- (c) Any damages to the Housing Unit; and
- (d) All costs associated with obtaining vacant possession of the Housing Unit, including any legal costs as between solicitor and client.

32.6 Compensation not a waiver of right

The acceptance of any compensation referred to in clause 32.5 is not a waiver of any right to terminate membership or a right of occupancy, any right to take possession of the Housing Unit, or any other rights of the Cooperative.

32.7 Maximum number of occupants

Members shall not permit the number of occupants in their Housing Unit to exceed the number of occupants permitted under any agreement with the Cooperative, a Policy of the Cooperative approved by the Members, or any statute, regulation or municipal bylaw. A breach of this Policy may constitute grounds for termination of membership and occupancy rights.

ARTICLE 33 – USE OF THE HOUSING UNIT

33.1 Purpose of the Housing Unit

- (a) A Member must occupy their Housing Unit unless the Member has the prior written consent of the Cooperative not to occupy their Housing Unit.
- (b) Without the prior written consent of the Cooperative, no Member shall occupy or use their Housing Unit, or permit their Housing Unit or any part of it to be occupied or used, for any purpose other than as a private residential dwelling for the Member, the Family of the Member and (subject to any agreements with the Cooperative or these Bylaws) Non-Member Residents. It shall be at the sole discretion of the Board whether or not the Cooperative grants such consent and this consent may be granted with or without conditions.

33.2 Water apparatus

The toilets, sinks, tubs, drains and other water apparatus in a Housing Unit shall not be used for any purpose other than those for which they were constructed.

33.3 Hazardous goods

No gasoline or other combustible or inflammable goods or materials and no offensive or hazardous goods, provisions or materials shall be kept in any Housing Unit.

33.4 Structures attached to the Housing Unit

Subject to any Policy, no television antenna, aerial, satellite dish, tower or similar structure or appurtenance shall be erected on or fastened to the outside of any Housing Unit, except with the prior written consent of the Board. The Board may arbitrarily withhold approval or, if approval has been given, may withdraw such approval at any time on fifteen (15) days' notice to the Member.

ARTICLE 34 – LEASING OF THE HOUSING UNIT

34.1 No Leasing of the Housing Unit

Members are not entitled to lease their Housing Units.

ARTICLE 35 – SHARING THE HOUSING UNIT

35.1 Right of Members to share Housing Unit

Subject to the Articles, Bylaws and any statute, regulation or municipal bylaw applicable to the use or occupancy of a Housing Unit, Members may only share their Housing Unit with persons who are Family, Caregivers or approved Non-Member Residents.

35.2 Board Consent to Non-Member Residents

Non-Member Residents may only reside in a Housing Unit in the Cooperative with the express consent of both the Board and the Member. The Board's consent may be subject to and conditions the Board sees fit, including the condition that the Non-Member Resident qualify for and apply for membership within such reasonable period of time as may be set by the Board, but only with the consent of the Member. The Board's consent shall not be unreasonably withheld and the Board shall fairly weigh the desire of the Member to permit Non-Member Residents to reside with the Member in their Housing Unit, and the Cooperative's desire to encourage full participation of all occupants in the Cooperative community.

35.3 No profit from sharing

In no case shall a Member make a profit by sharing their Housing Unit with a Non-Member Resident, however a Member may ask a Non-Member Resident to pay their fair share of the monthly operating costs including the Monthly Housing Charges, utilities and food.

35.4 Requirement to report

A member must, within 2 weeks of the date a Non-Member Resident begins to reside in the Member's Housing Unit, advise the Board of the name of the Non-Member Resident, the date that the Non-Member Resident began to share the Housing Unit and the total financial contribution made by the Non-Member Resident each month, including details as to what portion of the contribution is applied to the Monthly Housing Charge. The Board may, in its discretion, extend this 2-week period.

35.5 Income of Non-Member Resident

A Member must require a Non-Member Resident to provide the Cooperative with verification of income if required by any agreements or obligations the Cooperative has with any Lender/Agency or otherwise. The income of the Non-Member Resident must be included in the Member Household income for the purpose of setting any Income Tested Assistance, and the Monthly Housing Charge to be paid by the Member.

35.6 Rights of Non-Member Resident

Residency does not entitle Non-Member Residents to the rights of membership in the Cooperative.

35.7 Right of Non-Member Resident to occupy Housing Unit

Non-Member Residents shall have no right to occupy the Housing Unit after the date membership of the Member is withdrawn or terminated, and prior to this date, Non-Member Residents occupy the Housing Unit at the discretion of the Member.

35.8 Applying for membership

If a Non-Member Resident has lived in the Member's Housing Unit for 12 months, he or she may, with the written consent of the Member, and subject to the Bylaws, apply for membership in the Cooperative, as an occupant of the Member's Housing Unit.

35.9 Failure to provide information

If the Board is not satisfied that the information provided pursuant to clauses 35.4 and 35.5 is complete or correct, the Board may, in its discretion, require such further verification as it deems necessary. This information must be provided within 10 days of the date of the request.

ARTICLE 36 – PETS

36.1 Permission to have a Pet

A Member must have the permission of the Board to have a Pet in their Housing Unit.

36.2 Number and type of Pets

A Member may keep two Pets in a Housing Unit. Such Pets shall be kept in accordance with any Pet Policy established by the Board and in accordance with all Bylaws, ordinances and other rules of the Town of Okotoks in place from time to time. Members who fail to keep their Pets in accordance with the Pet Policy and the Town of Okotoks' Bylaws, ordinances and rules shall have their right to keep their Pets revoked by the Board.

36.3 Pet damage and complaints

Each Member is responsible for loss, injury or damage of any kind caused by their Pet, including injury to other Members, other Member's Families, and pets, and damage to Project Property, including Member Housing Units or Common Area and Facilities. Any Member who has a complaint regarding a Pet may notify the Office Coordinator in writing regarding the nature of the complaint and may seek dispute resolution pursuant to the Bylaws. The Board may revoke the right of a Member to keep Pets if the Member's Pets have caused loss, injury or damage pursuant to this clause, and whether or not a Member has provided compensation for this loss, injury or damage.

ARTICLE 37 – SETTING THE ANNUAL OPERATING BUDGET

37.1 Budget to include

Each year the Board shall present to the Members at a Special Meeting, an Annual Operating Budget for the Project Costs with respect to the fiscal year, which may include, but need not be limited to, the total of the following:

- (a) All costs and expenses relating to maintenance and cleaning, snow removal, gardening, landscaping, garbage and waste collection and disposal and janitorial Services;
- (b) The cost and expense of lighting, electricity, public utilities, loudspeakers, public address and musical broadcasting systems, and any telephone answering facilities and systems used in or servicing the Project and the Project Property, including the Common Area and Facilities;
- (c) The cost of policing, security, supervision and traffic control for the Project and the Project Property or the Common Area and Facilities, including policing and supervising traffic to and from the Project and the Project Property even though the personnel doing so are stationed off the Project and the Project Property;

- (d) Salaries of personnel, including supervisory personnel, employed to carry out duties in connection with the operation, supervision, administration, maintenance, repair and replacement of the Project and the Project Property including contributions and premiums towards fringe benefits, unemployment and Workers' Compensation insurance, pension plan contributions and similar premiums and contributions;
- (e) The cost of any contracts associated with the management, maintenance and administration of the Cooperative;
- (f) Rental of any equipment and signs and the cost of materials and supplies used by the Cooperation in the operation of the Project and the Project Property;
- (g) All audit and accounting fees sustained, paid or incurred by the Cooperative;
- (h) The cost of all repairs, upkeep and replacements of whatever nature or kind to, and maintenance and operation of, the Project and the Project Property, the Common Facilities, and the systems, facilities, machinery and equipment serving the Project and the Project Property or the Common Area and Facilities including, without limitation, all heating ventilating, and air-conditioning equipment serving the Project and the Project Property or the Common Facilities, including the cost of repairing or replacing inherent structural defects or weaknesses;
- (i) The mortgage payment together with any accrued interest plus any other interest costs for the year;
- (j) Depreciation or amortization at generally accepted rates on all Project Property, machinery, equipment and apparatus forming part of or serving the Project and the Project Property, and the cost of all repairs or replacements referred to in this clause, unless charged fully and collected in the calendar Year in which such fixtures, machinery, equipment or apparatus is acquired, or repairs and replacements are made, in accordance with generally accepted accounting practice;
- (k) The cost of all sectoral membership dues as well as the cost of participation in the democratic functioning of the sectoral organizations and the attendance at education and related functions;
- (l) The annual contribution to the education reserve;
- (m) All business taxes and property taxes, if any, from time to time payable in respect of the Common Facilities, the Project or the Project Property;
- (n) Other costs and expenses not otherwise expressly excluded hereunder but attributable to the ownership, operation, control, management, supervision, administration, maintenance, repair or replacement of the Project and the Project Property or the Common Facilities or the Caretaker's Suite;
- (o) Goods and Services Taxes;
- (p) Insurance premiums;
- (q) The annual Replacement Reserve Account contribution;

- (r) Security of tenure fund, if applicable;
- (s) The contribution to a maintenance reserve or other operating reserves;
- (t) A sum to cover projected loss of income as a result of vacant units;
- (u) A sum to cover projected loss of income as a result of bad debts;
- (v) All legal costs sustained, paid or incurred by the Cooperative; and
- (w) An amount to cover unexpected expenses, such amount to be set by the Cooperative from time to time.

ARTICLE 38 – SETTING MONTHLY HOUSING CHARGES

38.1 Housing charge based on budget

Based upon the budget for the Project Costs, the Board shall, each Year, adjust the Economic Housing Charge for each Housing Unit, by allocating a pro-rata share of the monthly Project Costs to each Housing Unit. The Board may, with the approval of the Members, reduce the amount otherwise payable for a Housing Unit for all or a portion of the next ensuing year, and with or without conditions.

ARTICLE 39 – APPROVAL OF THE PROJECT COSTS BUDGET AND MONTHLY HOUSING CHARGES

39.1 Budget presented to Members

An annual budget for Projected Costs together with projected Economic Housing Charges shall be presented to the Members at a Special Meeting once every fiscal year. Copies of the annual budget for Project Costs and the projected Economic Housing Charges shall be provided to each Member before the meeting in accordance with the Bylaws.

39.2 Board authority to set budget

Should a quorum not be present at the Regular Meeting called to approve an annual budget and Economic Housing Charges, for which notice was given in accordance with the Bylaws, and should a quorum not be present for one Regular or Emergency Special Meeting called thereafter to do so, the Board shall have the authority to set the annual budget and Economic Housing Charges.

39.3 Notice for new housing charge

Once the annual budget and Economic Housing Charges are approved, the Cooperative shall give each Member at least 30 days' written notice of their Monthly Housing Charge.

39.4 Revised budget

Should there be a significant change in the projected Project Costs during the Year, the Board of Directors may prepare a revised annual operating budget and Economic Housing Charges for presentation and approval by the Members at a Special Meeting of Members. Copies of the revised annual budget and Economic Housing Charges shall be provided to each Member before the meeting in accordance with the Bylaws.

ARTICLE 40 – INCOME VERIFICATION

40.1 Income Tested Assistance

The Board may approve Income Tested Assistance to a Member Household and such allocation shall be based upon the Member Household income.

40.2 Calculation and Payment of Surcharge by Members

Members shall pay a Surcharge to the Cooperative in the amount calculated by the Board or the Treasurer, with the assistance of the Cooperative's property manager.

40.3 Distribution of Surcharge Revenue

The Board, with the assistance of the Cooperative's property manager, will spend and allocate Surcharge revenue collected by the Cooperative as follows:

- (a) To reimburse the Cooperative for the difference between the Economic Housing Charge and the amount received from Members who qualify for Income Tested Assistance;
- (b) To pay such additional assistance to Members of the Cooperative who qualify for Income Tested Assistance in such amounts, for such purposes, and for such periods of time as the Board may think fit, subject to any Policy approved by the Members.

40.4 Surcharge

The Cooperative, subject to any Policy approved by the Members, may apply a Surcharge on a Member Household based upon the Member Household income.

40.5 Amount of Income Tested Assistance or Surcharge

The amount of the Income Tested Assistance or Surcharge is determined by the terms and conditions of any agreement the Cooperative has with a Lender/Agency.

40.6 Verification of Income

The Member acknowledges that the Cooperative has entered into Agreements with a Lender/Agency which may require a verification of income of individuals who occupy the Member's Housing Unit. The Member agrees to provide any information the cooperative may require to fulfill the requirements of these Agreements. In this regard the Member shall, once a year or more frequently if required, verify and update the record of all persons in the Member's Household and provide verification of their income. The Member must provide proof of the current and past Year's income. The Member must include the income of all Non-Member Residents.

40.7 Changes in Income

During the course of the Year the Member must report the following information to the Cooperative within 30 Days:

- (a) Any increase in the Member's monthly Household income;

- (b) A change in the source of the Member's income.

40.8 Investigation of Member's financial situation

The Board may, at any time, investigate the Member's financial situation regarding Income Tested Assistance or a Surcharge. The Member must provide the Cooperative with any information it needs for this investigation. This includes the Member's income, household size and any other relevant information. The Member must ensure that all persons in the Member Household provide the Cooperative with the requested information.

40.9 Termination of Income Tested Assistance

The Board may terminate any Income Tested Assistance, if the Member or anyone in the Member Household does not provide the information requested by the Cooperative within 90 days of the request. The Board may terminate any Income Tested Assistance if the Member or anyone in the Member's Family, or any Non-Member Resident does or fails to do anything which results, or may result in a breach of any agreement entered into by the Cooperative and a Lender/Agency.

40.10 Member to pay back Income Tested Assistance

Each Member must pay to the Cooperative an amount equal to the benefit of any Income Tested Assistance the Member has received:

- (a) As a result of false information provided by the Member;
- (b) As a result of a failure to report an increase in the household income of the Member; or
- (c) As a result of the receipt of more Income Tested Assistance than the Member was entitled to receive.

For greater certainty, the obligation to repay Income Tested Assistance shall be a continuing obligation which shall survive any termination or withdrawal of membership or the right of occupancy.

ARTICLE 41 – MONTHLY HOUSING CHARGES

41.1 Member agrees to pay housing charge

Each Member agrees to pay to the Cooperative a Monthly Housing Charge set for their Housing Unit.

41.2 The Monthly Housing Charge

Depending on the income of the Member's household, its household configuration and the availability of Income Tested Assistance, the Cooperative may set a Monthly Housing Charge which is:

- (a) The Economic Housing Charge for the Housing Unit less any Income Tested Assistance if the Member qualifies for Income Tested Assistance, plus any levies or penalties assessed or payable pursuant to the Bylaws; or

- (b) The Economic Housing Charge for the Housing Unit plus any levies or penalties assessed or payable pursuant to the Bylaws, if the Member does not qualify for Income Tested Assistance and is not requested to pay a Surcharge; or
- (c) The Economic Housing Charge for the Housing Unit plus any Surcharge and any levies or penalties assessed or payable pursuant to the Bylaws, if neither (a) or (b) of the above apply.

41.3 Due date for Housing Charge

The Monthly Housing Charge shall be paid by cheque, direct deposit or money order to the Cooperative by 12:00 p.m. on the last Day of the month before which the Housing Charges shall apply, herein called the Due Date. Members whose Monthly Housing Charges are not received by the Due Date shall be in arrears until such time as full payment has been made or arrangements have been made with the Treasurer. For greater certainty, failure to pay the Monthly Housing Charge and other money due to the Cooperative by a Due Date constitutes a breach of these Bylaws which, if not remedied as required, may constitute grounds for termination of membership, and which if repeated (whether remedied or not) may constitute grounds for termination of membership.

41.4 Late payment of Housing Charge

If a Member cannot pay the Monthly Housing Charge on the Due Date, the Member may notify the Treasurer and Office Coordinator of the Cooperative or the designated Finance Committee member in writing no later than five (5) Days before the payment is due, to request that late payment charges not be assessed. The Treasurer or designated Financial Committee member may refuse this request. The response to such a request will be made by the Treasurer or the Finance Committee in writing. The response shall indicate whether the request has been approved or refused, and the reasons why the request was turned down if refused. In extraordinary circumstances, the Office Coordinator may waive or extend the notification period. The Office Coordinator may determine at their sole discretion when such extraordinary circumstances exist.

41.5 Late payment charge

- (a) Monthly Housing Charges may be paid by cheque. The Cooperative may also, by notice to the Members, advise the Members of other acceptable means of paying Housing Charges.
- (b) Any Member who has not paid the Monthly Housing Charges on the Due Date is liable to pay a late payment charge of \$25.00, plus \$5.00 per day for each day after the 10th day following Due Date that the Housing Charge remains unpaid.

41.6 N.S.F. cheque charge and reporting requirements

- (a) There shall be an additional charge of twenty five dollar (\$25.00) to a Member whose cheque is returned, or whose payment if made by other means is not honoured for insufficient funds ("N.S.F."). Members whose payments are returned N.S.F. are also in arrears. Payments to replace an N.S.F. payment, if accepted, must be made by certified cheque or money order. N.S.F. payments must be replaced no later than 14 days after Due Date.

- (b) Should a Member give 3 N.S.F. cheques within a 12-month period, the Member shall be required to make all future payments in the form of certified cheques or money order only, until such time as the Finance Committee decides otherwise.
- (c) In extraordinary circumstances, the Finance Committee shall have the discretion to waive an N.S.F. charge. The Finance Committee shall determine at its sole discretion when such extraordinary circumstances exist.
- (d) Repeated receipt of N.S.F. cheques from a household shall result in the matter being referred to the Board by the Finance Committee.
- (e) If any Member has not paid any money the Member owes to the Cooperative, including but not limited to Housing Charges, within 14 days of the Due Date, the matter shall be referred to the Directors by the Finance Committee.

41.7 Confidentiality

Matters concerning the payment of Monthly Housing Charges are Confidential Information.

ARTICLE 42 – LEVIES AND PENALTIES

42.1 Levies

The Member agrees to pay any additional levies approved at a Meeting of Members. The date for payment will be decided by the Members, and the provisions in these Bylaws for payment of Monthly Housing Charges shall also apply to levies.

42.2 Penalties

Where a Member is required to pay a penalty as a result of late payment, an N.S.F. cheque, or by virtue of any other provision in the Bylaws or a Policy, the Cooperative shall notify the Member in writing of the amount and reason for the penalty and the date by which the penalty must be paid. The penalty shall be paid on the last day of the month in which this notice is sent if the notice is received by the Member no less than seven (7) days prior to the end of the month. Otherwise, the penalty shall be paid on the last day of the next month. The provision in these Bylaws which apply to the payment of Monthly Housing Charges shall also apply to penalties.

ARTICLE 43 – SERVICES

43.1 Member responsibility for utilities

The Member shall be responsible for the cost of the connection of any utilities and Services to their Housing Unit and the consumption costs of any utilities and Services with respect to their Housing Unit. Members shall reimburse the Cooperative for any such amounts paid by the Cooperative, within 10 days of any request to do so.

ARTICLE 44 – APPLIANCES

44.1 Working order

Any appliances supplied by the Cooperative to the Housing Unit shall be in good working order upon possession of the Housing Unit.

ARTICLE 45 – MAINTENANCE OF THE HOUSING UNIT

45.1 Cooperative's responsibility

The Cooperative shall be responsible for the repair, replacement and maintenance of the Project. The Board shall establish a Policy that outlines how repairs and replacements will be carried out which shall be included in the Replacement Reserve Fund analysis required under this Bylaw.

45.2 Responsibility of Member

The cost of any repairs, replacement or maintenance of the Member's Housing Unit made necessary by the negligence or the careless act or omissions of any Member or any of the Member's Family, employees, invitees or Non-Member Residents shall be borne by the Member.

45.3 Entry into Housing Units for repairs

The Cooperative, its representatives, agents, employees and independent contractors may enter any Housing Unit, in accordance with clause 50 of this Bylaw, when such entry is necessary to make or facilitate repairs in any part of the Project. They may remove such portions of walls, floors and ceilings as may be necessary for such repairs. The Cooperative shall promptly restore the Housing Unit to its previous condition at the expense of the Cooperative.

45.4 Member responsible for damage

The Member is responsible to the Cooperative for the cost of repair or replacement of Project Property, including Common Areas and Facilities damaged as a result of the negligence or the careless act or omission of the Member, any of the Member's Family, employees, invitees, Non-Member Residents or lessees. The repair or replacement shall be done by the Cooperative in a manner acceptable to the Cooperative. The decision as to whether property requires replacement or repair shall be made by the Cooperative.

45.5 Damage by Police

The Member shall be responsible for the cost of repair or replacement of the Member's Housing Unit caused by any police, peace officers or other public authorities acting in accordance with a search or seizure as a result of any breach or apprehended breach of the Criminal Code, the *Controlled Drugs and Substances Act*, the *Youth Criminal Justice Act*, or the *Firearms Act*, whether a warrant has been issued or not.

45.6 Member responsibilities for upkeep and maintenance of Housing Unit

The Member will be responsible for the general upkeep, cleanliness and basic maintenance of the Housing Unit. Without limiting the generality of the foregoing, the Member's maintenance responsibilities shall be as set out in such maintenance or other Policy as may be approved at a Meeting of Members.

45.7 Member responsibility for reporting problems

The Member shall be responsible for reporting, in writing, to the Cooperative all apparent problems or damage to the Housing Unit including the structure and electrical, heating and plumbing systems which are the Cooperative's responsibility to repair and maintain. The Cooperative may claim from the Member reimbursement for all or any portion of any loss or damage suffered by the Cooperative as a result of the Member's failure or delay to report any such damage or problem. If the Cooperative makes such a claim, the Member shall reimburse the Cooperative for such loss or damage.

45.8 Cooperative's responsibility

The Cooperative is responsible for:

- (a) Periodic inspection of the Housing Unit. The Board may establish a Policy and forms for this purpose;
- (b) Warranty enforcement, if applicable;
- (c) All maintenance and repairs not identified as the Members' responsibility.

ARTICLE 46 – CAPITAL BUDGET

46.1 Board to prepare

Each year the Board shall present to the Members, at a Regular Special Meeting, a Capital Budget should any capital expenses be contemplated. This budget shall be presented at the same time as the Annual Operating Budget, and shall be provided to Members before the meeting in accordance with the Bylaws.

46.2 The contents of Capital Budget

Any Capital Budget shall include:

- (a) The proposed capital expenditures;
- (b) The proposed source of funds, including any funds which are to be paid from the Replacement Reserve Fund; and
- (c) The impact, if any, of the proposed Capital Budget on the proposed annual budget.

ARTICLE 47 – ALTERATIONS AND IMPROVEMENTS

47.1 Member application process

No Member may make Housing Unit Alterations without the prior written consent of the Cooperative. If the Member wishes to undertake Housing Unit Alterations, the Member must provide the Cooperative with the following information:

- (a) The nature of the Housing Unit Alterations including plans and specifications;
- (b) The cost of the alteration;
- (c) Who will be undertaking the Housing Unit Alteration; and

(d) Whether a development or building permit is required.

47.2 Approval process

All proposed Housing Unit Alterations shall be presented to the Maintenance Committee for review. The Maintenance Committee shall make recommendations to the Board regarding approval or rejection of any proposed Housing Unit Alterations. The Board shall have the discretion to reject or approve the application with conditions, including but not limited to conditions relating to the types of materials or the names and qualifications of contractors used to complete the Housing Unit Alterations. Only Housing Unit Alterations that contribute to and are in accordance with the Cooperative's capital assessment shall be approved by the Board.

47.3 Maximum Reimbursement

The maximum amount that shall be reimbursed to a member for approved Housing Unit Alterations is \$6,000.

47.4 Reimbursement on Termination

The Board shall have sole discretion as to whether a Member is reimbursed for Housing Unit Alterations. Reimbursement for Housing Unit Alterations left in the Housing Unit shall only be paid to the Member upon the Member's withdrawal or termination of membership. Unless otherwise determined by the Board of Directors, no Member shall receive reimbursement for an improvement until two years after the date of completion of the improvement.

ARTICLE 48 – INTERIOR DECORATION

48.1 Member's right to decorate

The Member shall have the right to decorate the interior of the Housing Unit as the Member chooses in accordance with the Policy established by the Board.

48.2 Member responsible for restoration of Housing unit

The Member shall be responsible for costs incurred by the Cooperative for the restoration of the Housing Unit where the interior decoration results in damage to the Housing Unit or where, in the opinion of the Board, the decoration results in the impairment of the Housing Unit's marketability.

ARTICLE 49 – ANNUAL CAPITAL ASSESSMENTS

49.1 When to assess

The Cooperative will assess the Housing Unit with the Member prior to Member move-in and move-out. The Board may also direct annual assessments of the Housing Unit, or more frequent assessments if the Board believes more frequent inspections are required.

49.2 Member has right to refuse specific representative of Cooperative

The Member has a right to refuse entry to a specific representative of the Cooperative for an assessment. Should the Member refuse entry to a specific representative, the Cooperative shall find an alternate representative acceptable to the Member and the Cooperative, and if no acceptable representative can be agreed on, the Member or the Cooperative may request the assessment to be conducted by a person selected by Board at the expense of the person making the request.

49.3 Assessment report

A report, in duplicate, on the condition of the Housing Unit at the time of the assessment will be signed and dated by both the Cooperative and the Member. The Member shall be given a copy of the report.

49.4 Move-out assessment

- (a) Prior to the move-out of a Member, the Office Coordinator shall schedule a preliminary assessment at a time agreed to by the Member and the Office Coordinator. If an agreement cannot be reached with respect to the date the inspection shall take place at a date selected by the inspector on 2 days' notice to the Member 7 days before the move-out date;
- (b) The assessor will evaluate any damage and inform the Member of any work to be completed before move-out. In evaluating the damage the initial condition report shall be taken into account;
- (c) Any work or repairs that are determined by the assessor to be the Member's responsibility shall be done before move-out by the Member at the Member's expense;
- (d) Where a Member is responsible for work or repairs, a follow-up assessment will take place pursuant to the Maintenance Policy of the Cooperative to ensure that the repairs have been completed. If they have not been completed, the Cooperative will arrange for the work to be done and will charge the cost to the Member. The Member shall pay this cost within 10 days.

49.5 Repairs Following Inspections

- (a) Any repairs that are determined to be the Cooperative's responsibility following an annual or other inspection will be completed by the Cooperative in a timely basis.
- (b) Any repairs or clean up determined to be a Member's responsibility shall be completed within thirty (30) days or by such later date as may be agreed to. If the repairs and clean up are not completed the Cooperative may do so and charge the cost to the Member. The Member shall pay the cost within ten (10) days.
- (c) This clause does not apply to repairs or clean up on termination or withdrawal of membership, repairs and clean-up must be completed by the Member as of the move-out date.

ARTICLE 50– RIGHT OF ENTRY

50.1 Right of Entry

The Cooperative shall have the right to enter the Housing Unit of the Member for the purpose of:

- (a) Showing the Housing Unit to a prospective Member once the Member has given notice of withdrawal or if notice of termination has been delivered;
- (b) Regular preventive maintenance or in the case of an emergency; and
- (c) Inspection of the Housing Unit pursuant to these Bylaws.

50.2 Mutually convenient time

The Cooperative shall, when intending to enter the Housing Unit for the above stated reasons, attempt to do so at mutually convenient times.

50.3 Notice of entry

In the event an agreement with respect to the date and time of entry is not reached, the Cooperative shall be entitled to enter a Housing Unit:

- (a) Without prior notice to the Member in the case of an emergency;
- (b) On seven (7) days written notice for annual inspections;
- (c) On twenty-four (24) hours' notice to show the Housing Unit to a prospective Member, if the Member has given a notice of withdrawal or if a notice of termination has been delivered; and
- (d) On seventy two (72) hours written notice in all other cases.

ARTICLE 51 – INSURANCE AND LIABILITY

51.1 Public liability insurance and Property insurance

- (a) The Cooperative shall obtain and maintain Commercial General Liability insurance insuring the Cooperative against liability to third parties (including but not limited to the Members and their Family, invitees and licensees) incidental to the ownership, maintenance and use of the Project Property on all lands owned by the Cooperative. Such limits and coverage shall be reviewed annually by the Board and may be increased.
- (b) The Cooperative shall obtain and maintain at all times insurance on the Project Property for the full estimated replacement value thereof without deduction for depreciation.
- (c) The Cooperative shall also obtain and maintain Directors and Officers liability insurance coverage, subject to any other provision in these Bylaws.

51.2 Cooperative not liable

The Cooperative shall not be liable nor in any way responsible for any person or consequential injury or loss or damage of any nature that may be suffered by a Member, the Member's Family, or any person dwelling or visiting the Member's Housing Unit or any licensee or invitee while such person is in or about the Housing Unit, except such injury or damage as is caused by the wilful act or neglect of the Cooperative.

51.3 Member agrees to indemnify Cooperative

The Member agrees to indemnify the Cooperative against, and to save the Cooperative harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Member to comply with any provision of these Bylaws or any Agreement between the Member and the Cooperative, or due wholly or in part to any act, default or omission by the Member or any person occupying or visiting the Member's Housing Unit or the Project Property.

51.4 Member to hold personal insurance

- (a) Each Member shall obtain and maintain public liability insurance, in such amount as may be set by the Board from time to time. This coverage shall also include such endorsements as the Board may stipulate from time to time.
- (b) Each Member shall obtain and maintain all risk property insurance (including coverage for fire and extended perils) on the personal property of the Member, the Member's Family and any other occupants of the Member's Housing Unit.
- (c) Each policy required to be obtained by a Member pursuant to this Bylaw must contain a provision which requires the insurer to notify the Cooperative in the event the policy is terminated, or is altered to the extent it does not meet the requirements of this Bylaw.

51.5 Proof of insurance

Each Member shall, on an annual basis and when otherwise requested by the Board of Directors, provide evidence satisfactory to the Board that the Member has the insurance required under these Bylaws, including a copy of the Member's insurance policy, if requested.

ARTICLE 52 – FIRE AND NATURAL DISASTERS

52.1 Abatement

In the case of damage to the Housing Unit which causes a loss of use of a significant part of the Housing Unit, an abatement may be made to the Monthly Housing Charge for the Housing Unit based upon a ratio between the original square footage of the Housing Unit and the remaining useable space. No such abatement may be made if, at the sole discretion of the Board, the damage was due to the negligence of the Member. Abatements made on this basis shall remain in effect until such time as the Housing Unit is returned to a useable state.

52.2 Housing Unit destroyed

Should the Housing Unit be destroyed or rendered permanently uninhabitable by fire or otherwise, then the right of occupancy ceases. Should the Housing Unit be rebuilt, the Member shall have the first right of occupancy.

ARTICLE 53 – NOTICES

53.1 Notice in writing

- (a) Any notice required or permitted to be given to a Member under the Bylaws, or under any agreement between the Cooperative and a Member, shall be in writing and may be given or delivered by:
 - (i) personal delivery to the Member, or
 - (ii) leaving the notice with any adult person found in the Housing Unit of the Member, or
 - (iii) leaving the notice under a door of the Housing Unit of the Member, or
 - (iv) mailing the notice to the Member to the Member's postal address last provided by the Member to the Cooperative, or
 - (v) providing the notice to the Member by facsimile transmission at the last facsimile number provided by the Member to the Cooperative, or
 - (vi) sending the notice by e-mail to the Member at the last e-mail address provided by the Member to the Cooperative;
- (b) Any notice required or permitted to be given to the Cooperative or the Board under the Bylaws, or under any agreement between a Member and the Cooperative, may be given by:
 - (i) personal delivery to the Chair, the Vice Chair, the Secretary or the Treasurer of the Board, or
 - (ii) delivery of the notice to the business office or the registered office of the Cooperative, or
 - (iii) sending the notice by facsimile transmission, or e-mail to the facsimile number or e-mail address of the Cooperative, if it has one;
- (c) The Cooperative or the Board may, on notice to the Members, change its address, facsimile number or e-mail address for the purpose of providing notices required or permitted to be given under the Bylaws, or under any agreement between the Member and the Cooperative.

53.2 Deemed to have been given or received

Any notice delivered by hand, or by facsimile transmission or e-mail, shall be deemed to be received by the person to whom they are addressed within 24 hours of the date that it was delivered or transmitted, as the case may be. Any notice given by mail shall be deemed to be received on the third day (excluding Saturdays, Sundays, statutory holidays and periods during which strikes, lock outs and slowdowns or other occurrences interfere with normal service), following mailing.

53.3 Change of Address

Either the Cooperative or any Member may at any time give notice in writing to the other of any change of address, facsimile number, or e-mail address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices under this Bylaw.

ARTICLE 54 – WAIVER OF BREACH

The failure of either the Cooperative or a Member at any time to require the performance of the other of any of the provisions in this Bylaw shall in no way affect the respective rights of the Cooperative or a Member to enforce the same nor shall the waiver by either of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the Bylaws itself.

Passed and approved as a Special Resolution of the Members of the Cooperative at a meeting held at Okotoks, Alberta, the 17 day of November, 2021.

CBAMG
Witness Signature

Abena
Witness Signature

Cheryl
Witness Signature

Cheryl
Witness Signature

Cheryl
Witness Signature

Cheryl
Witness Signature

Witness Signature

Karla Scanlon Karla Scanlon
Signature and printed Name of Director

Cheryl Yule Cheryl Yule
Signature and printed Name of Director

Daniel Warren Daniel Warren
Signature and printed Name of Director

Darren Gorceak Darren Gorceak
Signature and printed Name of Director

Amber Judd Amber Judd
Signature and printed Name of Director

Gabriel Merde Gabriel Merde
Signature and printed Name of Director

Signature and printed Name of Director