



Statutory Declaration
Amendment(s) to Bylaws
Cooperatives Act

At an annual/general meeting of the Brittany Lane Housing Co-operative Ltd.
Name of Cooperative

held on the _____ day of _____ it was moved, seconded and carried that the
Month/Year

following amendment(s) to the cooperative's bylaws be made:

Bylaw Two of the Co-operative is repealed and replaced with Bylaw Two attached hereto.

Affidavit of Execution

I, _____, being the _____
Name Position Held

of this cooperative declare that the above amendment(s) to the bylaws of this cooperative was/were

passed at a general meeting of the cooperative held on the _____ day of _____
Month/Year

at Sherwood Park in the Province of Alberta.
City/Town/Village

 Signature of Applicant

DECLARED before me at

Edmonton Alberta
City/Town/Village Province

this _____ day _____
(month/year)

 A Commissioner for Oaths/Notary Public in and for the
 Province of Alberta

 Print Name

 Expiry Date of Commission (mm/dd/yyyy)

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BRITTANY LANE HOUSING CO-OPERATIVE LTD.

BYLAW NUMBER TWO

**A Bylaw Dealing with the Management and Maintenance of
the Property of the Cooperative and the Occupancy Rights and
Responsibilities of the Members**

July __, 2014

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Clause 1 Definitions and Interpretation

- 1.1** The definitions in Bylaw Number One, and the provisions therein with respect to interpretation, shall apply to this Bylaw Number Two. Bylaw Number One and Bylaw Number Two, as amended, shall be read together and are the Bylaws of the Cooperative.
- 1.2 In this Bylaw Number Two, the following additional definitions shall apply:
- .1 "**Common Areas and Facilities**" shall mean 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.
 - .2 "**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.
 - .3 "**Economic Housing Charge**" means the monthly pro-rata share of the Project Costs allocated to each Housing Unit.
 - .4 "**Family**" means two or more persons related to any degree by blood, marriage (which shall be deemed to include interdependent partnerships) or adoption, including but not limited to spouses, children, grandchildren, great grandchildren, siblings, parents, grandparents, great grandparents, in-laws, cousins, aunts and uncles.
 - .5 "**Housing Unit Alterations**" shall mean any permanent, or potentially permanent, modification(s) to a Housing Unit, excluding interior decorating, and exterior gardens and landscaping.
 - .6 "**Income Cap**" means a maximum income as set from time to time by the Cooperative in accordance with any agreements or obligations the Cooperative may have with any Lender/Agency.
 - .7 "**Income Tested Assistance**" 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.
 - .8 "**Lender/Agency**" means any lender, municipal, provincial or federal government; 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.
 - .9 "**Member Household**" means a Member and any other Members, Family of the Members and Non-member Residents living in the Housing Unit.

- .10 **“Monthly Housing Charge”** means the amount payable each month by a Member Household for the occupancy and use of the Housing Unit;
- .11 **“Non-member Residents”** means an adult person or persons who are not Members of the Cooperative, including Family of the Member, 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;
- .12 **“Pets”** means pets a Member keeps in their Housing Unit, provided that the Member shall do so subject to the Bylaws and any Policies;
- .13 **“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.
- .14 **“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;
- .15 **“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.
- .16 **“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.
- .17 **“Replacement Reserve Fund”** means that fund or account set up and maintained by the Cooperative in accordance with the Bylaws as supplemented by Policies;
- .18 **“Residents”** includes non-member residents, Robin Hood Staff and Robin Hood Residents;
- .19 **“Services”** means and includes all the utility, municipal, telecommunications and cable services and systems now installed or to be installed in the Project or which are necessary or desirable for the proper operation of the Project. Such services will include electricity, gas and water;

.20 “**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.

Clause 2 A Cooperative Relationship

2.1 The relationship between Members and the Cooperative

The relationship 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. For greater certainty, if the Member is permitted to lease a Housing Unit to a tenant pursuant to these Bylaws, the *Residential Tenancies Act* shall not apply to the relationship between the Cooperative and the Member, or the Cooperative and the Member’s tenant, and the Member is not a partner, joint venturer, or agent of the Cooperative. A tenant of a Member, and anyone else occupying a Member’s Housing Unit, has no greater right than the Member to occupy the Housing Unit. The right to occupy the Housing Unit of a Member’s Family, tenants, Non-member Residents, and any others who occupy the Housing Unit with the permission or sufferance of a Member (including Auxiliary Members) cease when the Member ceases to be a Member.

Clause 3 The Cooperative’s Obligations

3.1 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.

3.2 Insurance

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

3.3 Taxes

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

3.4 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.

3.5 Services

The Cooperative shall, through the Board, its Members, employees and independent contractors, make its best effort to ensure the adequate supply of the Services and the proper maintenance, repair and replacement of the Services, and all systems, required for the proper supply and delivery of the Services.

Clause 4 Members Agreement

4.1 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,
- 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.

4.2 Member's Family

4.2.1. 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 Cooperative's Articles of Incorporation, Bylaws and Policies and the Project Objectives.

4.2.2 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.

4.3 Respecting the rights and well being of other Members, Staff and Residents

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, or other Residents, 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, Staff, Residents, 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, Staff, Residents, 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, Staff, Residents, 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, Staff, Residents, or others in the Project,
- i. not smoke, contrary to the provisions of any Policy approved by the Members of the Cooperative with respect to smoking in the Project or Housing Units.

Clause 5 Occupancy Rights

5.1 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”).

5.2 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.

5.3 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.

5.4 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.

5.5 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;
- d. all costs associated with obtaining vacant possession of the Housing Unit, including any legal costs as between solicitor and client on a full indemnity basis.

5.6 Compensation not a waiver of right

The acceptance of any compensation referred to in 5.5 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.

5.7 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 or any statute, regulation or municipal bylaw.

Clause 6 Use of The Housing Unit

6.1 Purpose of the Housing Unit

6.1.1 A Member must occupy their Housing Unit unless the Member has the prior written consent of the Cooperative not to occupy their Housing Unit.

6.1.2 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.

6.2 Pets in the Housing Unit

Subject to Clause 9 of this Bylaw, a Member may keep Pets in their Housing Unit. Members keeping pets in their Housing Unit must abide by all laws, including municipal by-laws, with regard to the keeping of Pets and must ensure that their Pets do not interfere with other Members' quiet enjoyment of their Housing Unit or the Common Areas and Facilities.

6.3 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.

6.4 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.

6.5 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.

Clause 7 Leasing of the Housing Unit

7.1 No leasing of the Housing Unit.

The Member is not entitled to lease the Housing Unit.

Clause 8 Sharing The Housing Unit

8.1. Right of Members to share Housing Unit

Subject to the Articles, Bylaws, any agreement between the Cooperative and Robin Hood, and any statute, regulation or municipal bylaw applicable to the use or occupancy of a Housing Unit, Members may share their Housing Unit with persons who are Family and Non-member Residents as they see fit.

8.2 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.

8.3 Requirement to report

A Member must, within 4 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 period.

8.4 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. 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.

8.5 Rights of Non-member Resident

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

8.6 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.

8.7 Applying for membership

If a Non-member Resident has lived in the Member's Housing Unit for 6 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.

8.8 Failure to provide information

If the Board is not satisfied that the information provided pursuant to clause 8.3 and 8.4 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

Clause 9 Pets

9.1 Permission to have a pet

A Member must have the permission of the Board to have a Pet in their Housing Unit subject to and in accordance with any pet policy established by the Members.

9.2 Number and type of pets

A Member may keep Pets in their Housing Unit accordance with any Pet Policy established by the Members.

9.3 Pet 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 Board 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.

Clause 10 Setting The Annual Operating Budget

10.1 Budget to include

Each year the Board shall present to the Members at a Regular 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 Cooperative 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 educational 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;

- w. an amount to cover unexpected expenses, such amount to be set by the Cooperative from time to time.

Clause 11 Setting Monthly Housing Charges

11.1 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.

Clause 12 Approval of the Project Costs Budget and Monthly Housing Charges

12.1 Budget presented to Members

An Annual Budget for Projected Costs together with projected Economic Housing Charges shall be presented to the Members at a Regular 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.

12.2 Board authority to set budget

Should a quorum not be present at the Regular Special Meeting called to approve an Annual Operating 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 Operating Budget and Economic Housing Charges.

12.3 Notice for new housing charge

Once the Annual Operating Budget and Economic Housing Charges are approved, the Cooperative shall give each Member at least 60 Days written notice of their Monthly Housing Charge.

12.4 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 Regular Special Meeting of Members. Copies of the revised Annual Operating Budget and Economic Housing Charges shall be provided to each Member before the meeting in accordance with the Bylaws.

Clause 13 Income Verification

13.1 Income Tested Assistance

The Treasurer or another Director designated by the Board, in consultation with the Staff person(s) responsible for membership matters, may approve Income Tested Assistance to a Member Household and such allocation shall be based upon the Member Household income.

13.2 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.

13.3 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.

13.4 Verification of Income

The Member acknowledges that the Cooperative has entered into Agreements with a Lender/Agency which may require a verification of incomes of individuals who occupy the Member's Housing Unit. The Member agrees to provide any information the Cooperative may require to fulfil 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. Any Member who fails to comply with their obligations under this clause, when required to do so, shall be liable to pay a fine of \$50.00.

13.5 Changes in Income

During the course of the Year the Member must report the following information to the Cooperative within (14) Days:

- a. any increase in the Member's monthly Household income;
- b. a change in the source of the Member's income.

13.6 Investigation of Member's financial situation

The Treasurer or another Director designated by the Board, in consultation with the Staff person(s) responsible for membership matters, 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.

13.7 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 14 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.

13.8 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 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.

Clause 14 Monthly Housing Charges

14.1 Member agrees to pay housing charge

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

14.2 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.

14.3 Due date for housing charge

The Monthly Housing Charge shall be paid by cheque, direct deposit or money order to the Cooperative by 8:00 a.m. on the first day of the month to which Housing Charges 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.

14.4 Late payment of housing charge

If a Member cannot pay the Monthly Housing Charge on the Due Date, the Member may notify the Treasurer 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 Treasurer, in consultation with the Cooperative's Staff, or some other person delegated may waive or extend the notification period. The Treasurer may determine at their sole discretion when such extraordinary circumstances exist.

14.5 Late payment charge

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 for the first day and \$10.00 per day for each day thereafter, until the Housing Charges are paid.

14.6 N.S.F. cheque charge and Reporting Requirements

- 14.6.1 There shall be a charge of \$50.00 to a Member whose cheque is returned, or whose automatic payment (whether made by direct deposit, automatic bank withdrawal or otherwise) is not processed, 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. cheque or payment, if accepted, must be made by certified cheque or money order. N.S.F. cheques or payments must be replaced no later than 10 days after Due Date. For the purposes of this clause 14.7, a cheque or payment on which payment has been stopped shall be deemed to be an N.S.F. cheque.
- 14.6.2 Should a Member give 2 N.S.F. cheques within a 6 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 Treasurer in consultation with the Staff person(s) responsible for membership matters, decides otherwise.
- 14.6.3 In extraordinary circumstances, the Treasurer shall have the discretion to waive an N.S.F. charge. The Treasurer in consultation with the Staff person(s) responsible for membership matters, shall determine at his/her sole discretion when such extraordinary circumstances exist.
- 14.6.4 Repeated receipt of N.S.F. cheques or payments from a household shall result in the matter being referred to the Board by the Treasurer in consultation with the Staff person(s) responsible for membership matters.
- 14.6.5 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 Treasurer.

14.7 Confidentiality

For greater certainty, matters concerning the payment of Monthly Housing Charges are Confidential Information.

Clause 15 Levies and Penalties

15.1 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.

15.2 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.

Clause 16 Services

16.1 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. In the event a utilities provider contacts the Cooperative with respect to any unpaid service or disconnection, the Member shall pay the Cooperative an administration fee of \$50.00 per contact.

Clause 17 Appliances

17.1 Working order

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

Clause 18 Maintenance of the Housing Unit

18.1 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.

18.2 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, Non-member Residents, or lessees shall be borne by the Member.

18.3 Entry into Housing Units for repairs

The Cooperative, its representatives, agents, employees and independent contractors may enter any Housing Unit, in accordance with clause 23 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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 Member's responsibility.

Clause 19 Capital Budget

19.1 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.

19.2 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 Funds,
- c. The impact, if any, of the proposed Capital Budget on the proposed Operating Budget.

Clause 20 Alterations & Improvements

20.1 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 its implications, including plans and specifications;
- b. the cost of the alteration;
- c. who will be undertaking the Housing Unit Alteration;
- d. whether a development or building permit is required.

20.2 Approval process

The Board shall review the application. The Board of Directors may approve or reject the application and, should it deem it necessary, it may submit the request to a Meeting of Members for approval.

20.3 Housing Unit Alterations

Housing Unit Alterations shall be removed if directed by the Board. The cost of removing such Housing Unit alterations, and the cost of restoring the Housing Unit to its original condition, shall be borne by the Member(s) occupying the Housing Unit.

20.4 No reimbursement

The Cooperative shall not reimburse the Member for any Housing Unit Alterations.

Clause 21 Interior Decoration

21.1 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 any Policy established by the Board.

21.2 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. Should two or more prospective Members refuse to accept the Housing Unit in its current condition because of its decoration, the Board may deem the decoration to be an impairment to its marketability.

Clause 22 Inspections

22.1 When to inspect

The Cooperative will inspect the Housing Unit with the Member prior to Member move-in and move-out and, if the Board determines that an annual inspection is required, on an annual basis.

22.2 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 inspection. 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 inspection to be conducted by a person selected by the Staff person(s) responsible for membership matters at the expense of the person making the request.

22.3 Inspection report

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

22.4 Move-out inspections

22.4.1 Prior to the move out of a Member the Board shall schedule a preliminary inspection at a time agreed to by the Member and the Board 30 days prior to move-out. 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.

22.4.2 The inspector 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.

22.4.3 Any work or repairs that are determined by the inspector to be the Member's responsibility shall be done before move-out by the Member at the Member's expense.

22.4.4 Where a Member is responsible for work or repairs, a follow-up inspection will take place on or before noon on the move-out date 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.

22.5 Annual inspections

Annual inspections may be conducted on the Housing Unit. Any repairs that are determined to be the Cooperative's responsibility will be completed by the Cooperative on a timely basis.

Clause 23 Right of Entry

23.1 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.
- c. inspection of the Housing Unit pursuant to these Bylaws.

23.2 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, in accordance with clause 22.2 and 22.4.

23.3 Notice of entry

The Member will be given 72 hours written notice of the Cooperative intending to enter the Housing Unit except in cases of emergency where no notice is needed, and for Housing Unit inspections where seven (7) Days notice is required.

Clause 24 Insurance and Liability

24.1 Public liability insurance and Property insurance

24.1.1 The Cooperative shall obtain and maintain Commercial General Liability insurance insuring the Cooperating against liability to third parties (including but not limited to the Members and their family, invitees, licensees and tenants) incidental to the ownership, maintenance and use of the Project Property on all lands owned by the Cooperative. Limits of liability under such insurance shall not be less than \$5 million inclusive for bodily injury and property damage, per occurrence and in the aggregate. Such limits and coverage shall be reviewed annually by the Board and may be increased.

24.1.2 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. The Cooperative shall also obtain and maintain equipment breakdown insurance coverage (including boiler coverage) for all building systems, pressure vessels and equipment.

24.1.3 The Cooperative shall also obtain and maintain Directors and Officers liability insurance coverage, subject to any other provision in these Bylaws.

24.2. Cooperative not liable

The Cooperative shall not be liable nor in any way responsible for any personal 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.

24.3 Member agrees to indemnify Co-op

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.

24.4 Member to hold Personal Insurance

24.4.1 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.

24.4.2 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.

24.4.3 In the event a tenant occupies the Member's Housing Unit, the Member shall ensure that the tenant and any other permanent occupants of the Housing Unit are either insured under, or obtain insurance, which satisfies this Bylaw.

24.4.4 Each policy required to be obtained by a Member, or a Member's tenant, 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.

24.5 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.

Clause 25 Fire and Natural Disasters

25.1 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.

25.2 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.

Passed and approved as a Special Resolution of the Members of the Cooperative at a meeting held at Sherwood Park, Alberta the ____ day of _____, 2014.

Witness Signature

Witness Signature

Witness Signature

Witness Signature

Witness Signature

Witness Signature

Witness Signature

Witness Signature

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Signature and printed Name of Director.

Witness Signature

Signature and printed Name of Director.

Witness Signature

Signature and printed Name of Director.



Affidavit of Execution

I, _____ ,
Name of Witness

of _____ , in the Province of Alberta,
City/Town

Occupation

make oath and say:

- I was personally present and did see the _____ Bylaws of the
Articles / Bylaws
Brittany Lane Housing Co-operative Ltd.
Name of Cooperative

duly signed and executed by:

- That the said instrument was executed at _____ ,
City/Town
in the Province of Alberta.

3. That I know the said parties, and each of them is over the age of eighteen years .

4. That I am the subscribing witness to the said instrument.

SWORN before me at _____)

City/Town Province)

Signature of Witness

this _____ day of _____ .)
(month/year)

A Commissioner for Oaths/Notary Public in and for the
Province of Alberta

Print Name

Expiry Date of Commission (mm/dd/yyyy)

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