Winston Heights-Mountview
Community Association Bylaws

Approved by Resolution of the Membership on May 18, 2010
Updated, as noted, by Resolution of the Membership on May 30, 2017

Article 1- Introduction

1.1 Name

The name of the Society is the Winston Heights-Mountview Community Association, which may also be referred to as WHMCA or the "Association".

1.2 Headings

Headings are for convenience only and do not affect the interpretation of these Bylaws.

1.3 The Bylaws

The following articles set forth are the Bylaws of the Association, and all Members must abide by and uphold these Bylaws.

1.4 Boundaries

The boundaries of the Winston Heights-Mountview Community Association shall be within the City of Calgary as follows:

East: Deerfoot Trail
South: 16th Avenue NE
West: Edmonton Trail
North: The lane north of 34th Avenue NE and following the north boundaries of the golf courses.

Article 2- Definitions and Interpretations

2.1 Definitions

In these Bylaws, the following words shall have these meanings:

2.1.1. "Act" means the *Societies Act*, R.S.A. 2000, Chapter S-14, as amended, or any statute substituted for it, and includes any regulations promulgated thereunder that is in effect from time to time.

2.1.2. "Adult" means any person of legal voting age.

2.1.3. "Annual General Meeting" means the annual meeting of the Members described in clause 4.2.

2.1.4. "Associate Member" means any entity who has purchased a Membership that has the rights and limitations described in clause 3.1. [Updated 2017/05/30]

2.1.5. "Board" means the Board of Directors of the Association.

2.1.6. "Bylaws" means this document, as amended from time to time.

2.1.7. "Chair" means, with respect to a meeting of the Association or the Board, the President of the Association or, in the absence of the President, the Vice-President of the Association or, in the absence of the President and the Vice-President, the Secretary of the Association or such other member of the Board as may be designated by the Majority Vote of the Board for that meeting.

2.1.8. "Community" means the development municipally known as Winston Heights-Mountview.

2.1.9. "Director" means a Member elected or appointed to the Board.

2.1.10. "Executive" means the Executive Committee of the Board, being the President, the Vice-President, the Secretary and the Treasurer.

2.1.11. "Facility" means the buildings that comprise the community centre of the Association and the associated amenities.

[Updated 2017/05/30]

2.1.12. "Fiscal Year" means the twelve month period commencing on April 1st of a year and ending on March 31st of the following year.

2.1.13. "General Meeting" means an Annual General Meeting or a Special General Meeting, as applicable.

2.1.14. "Legally Related" means any two or more persons associated through birth, adoption, marriage or common-law agreement.

2.1.15. "Honourary Life Member" means any resident of the Community to "Honourary Life Member" means any person to whom the Board has granted the rights and limitations described in clause 3.1. [Updated 2017/05/30]

2.1.16. "Majority Vote" means more than fifty per cent (50%) of the votes cast by Voting Members or Directors eligible to vote who are present at the applicable meeting of the Association or the Board respectively, except as otherwise noted in these Bylaws.

2.1.17. "Member" means a Regular Member, an Honourary Life Member or an Associate Member, as applicable, whose annual Membership dues, if any, are paid and whose Membership is not under suspension.

2.1.18. "Officer" means a Director who is a member of the Executive.

2.1.19. "Objects" means the objectives or purposes for which the Association was incorporated under the Alberta Societies Act.

2.1.20. "Policies and Procedures" means the administrative rules and practices created and amended by the Board from time to time with respect to the management and governance of the Association and the Facility, which rules and practices may elaborate on, but not be inconsistent with, these Bylaws.

2.1.21. "Proper Notice" means notice given in writing, by letter, electronic message such as email or by publication in the Community newsletter following the notice requirements in clause 4.2.2. for an Annual General Meeting, and clause 4.3.2. for a Special Meeting, stating the intention or purpose of the meeting, and delivered to the last recorded address of the member, which notice is deemed to be given when delivered to a household or a post office, or when published in a Community newsletter.

2.1.22. "Regular Member" means any person who has purchased a Membership that has the rights and limitations described in clause 3.1. [Updated 2017/05/30]

2.1.23. "Special General Meeting" means a special meeting of the Members described in clause 4.3.

2.1.24. "Special Resolution" means a resolution passed:

a. at a Special General Meeting or Annual General Meeting where the notice meets the requirements set out in clauses 4.2.2. and 4.3.2., and

specifies the intention to present a Special Resolution; and
b. by a simple majority of the votes cast by those Voting Members as are present at that meeting.

2.1.25. "Voting Member" means a Member who is described as such and has the rights and limitations described in clause 3.5. [Updated 2017/05/30]

2.2. Interpretation

2.2.1. In these Bylaws:

a. the singular shall include the plural, and the plural shall include the singular;
b. the word "person" shall include corporations and associations;
c. the masculine shall include the feminine and vice versa;
d. a capitalized derivative of a defined term shall have a corresponding meaning;
e. any reference to a specific number of days prior to a meeting shall not include the day of the applicable meeting; and
    1. any reference to any statute or any section thereof shall be deemed to extend and apply to any amendment to such statute or section, as the case may be.

Article 3- Membership

3.1 Classification of Membership

There are three categories of Membership:

a. Regular
b. Associate
c. Honourary Life
[Updated 2017/05/30]

[Updated 2017/05/30]

3.1.1. Regular Membership
A Regular Membership shall include all persons that live in the same household. To become a Regular Member, such persons must:

a. be residents of Winston Heights-Mountview community, and
b. pay the annual membership fee designated for Regular Members.
[Updated 2017/05/30]

3.1.2. Associate Membership
An Associate Membership shall include:

a. all persons that live in the same household outside of Winston Heights-Mountview community, or
b. a business with an interest in Winston Heights-Mountview.

To become Associate Member, such persons must pay the annual membership fee designated for Associate Members.
[Updated 2017/05/30]

3.1.3. Honourary Life Membership
Individuals may be granted an Honourary Life Membership who:

a. were founding Members instrumental in establishing the Association,
b. are nominated by Members for outstanding community service and voted as such by the Board. [Updated 2017/05/30]

3.2 Member Benefits

3.2.1. A Regular or Honourary Life Membership entitles a Member to:

a. participate in any and all programs of the Association if program eligibility and space allow;
b. access the activities of the Association and the use of the Facility for a discounted fee relative to persons who are not Members;
c. audit meetings of the Board, subject to clause 5.1.12.;
d. participate and vote at any duly constituted General Meeting;
e. stand for nomination or appointment as a Director, subject to clause 5.1; and
f. access any other benefits as defined by the Board.
[Updated 2017/05/30]

3.2.2. Associate Member Benefits
An Associate Membership entitles the Member to:

a. participate in any and all programs of the Association if program eligibility and space allow;
b. stand for nomination or appointment as a Director, subject to clause 5.1; and
c. access any other benefits as defined by the Board.
[Updated 2017/05/30]

3.3 Membership Fees and Register of Members

3.3.1. Setting Membership Fees
The Board shall determine the annual membership fees prior to the upcoming membership year.

3.3.2. Payment Date for Fees
The annual membership fee is due and payable on the date of purchase and/or the date of expiry.

3.3.3. Register of Members

3.3.3.1. A Register of Members shall be kept current and confidential at the registered office of the Association.

3.3.3.2. The collection and use personal information in the Register of Members shall comply with all applicable privacy laws and regulations.

3.4 Membership Year

3.4.1. The membership year is to be set by the Board.

3.4.2. All memberships are one year in duration, except the Honourary Life Membership.

3.5 Voting Rights

3.5.1. Voting Members
Members who are eligible to vote at General Meetings of the Association are:

a. Regular Members
b. Honourary Life Members
[Updated 2017/05/30]

3.5.2. Only Voting Members who are of legal voting age (18 years old) or older are eligible to vote at General Meetings of the Association. [Updated 2017/05/30]

3.5.3. Number of Votes

3.5.3.1. A Voting Member, present in person, is entitled to one vote at a General Meeting of the Association.

3.5.3.2. A Regular Membership is entitled to up to two votes at a General Meeting

of the Association, but only if two household members that meet the requirements set out in clause 3.5.2 are in attendance. [Updated 2017/05/30]

3.6 Suspending or Expelling a Member

3.6.1. Decision to Suspend or Expel a Member
The Board, at a Special Meeting called for that purpose, may suspend a Member's membership for the remainder of the membership year, or expel a Member for one or more of the following reasons:

a. if the Member has failed to abide by the Bylaws,
b. if the Member has been disloyal to the Society,
c. if the Member has disrupted meetings or functions of the Society, or
d. if the Member has done or failed to do anything judged to be harmful to the Society.

3.6.2. Notice to Suspend or Expel a Member
The Board shall use the following process to notify a Member if it is considering the potential suspension or expulsion of that Member under this clause 3.6:

a. the Board shall serve written notice to that Member of the Board's intention to consider the potential suspension or expulsion of that Member at least fourteen (14) days prior to the meeting of the Board at which that matter is to be determined;
b. the notice shall include the reasons why the Board is considering the potential suspension or expulsion of that Member from the Association; and
c. the notice shall either be sent by single registered mail to the last known address of that Member shown in the records of the Association or delivered by two Officers to that address.

3.6.3. Decision of the Board

3.6.3.1. The vote to suspend the Member shall be by secret ballot and passed by a two-thirds (2/3) majority vote.

3.6.3.2. The Member shall be informed in writing of the decision of the Board within seven (7) days of the meeting.

3.6.4. Appeal Process

3.6.4.1. The Member may appeal the decision to be expelled or to have their Membership suspended to the Board within seven (7) days of receipt of

written notice of the decision to suspend or expel the Member.

3.6.4.2. The Member may appear on his/her behalf or with a representative before the Board to address the complaint(s).

3.6.4.3. The Board shall determine how the matter will be resolved.

3.6.4.4. If by two-thirds (2/3) majority vote, the Board decides to expel the Member, or suspend their membership, the Member shall be notified within seven (7) days of the decision.

3.6.4.5. The Member shall not receive a refund of fees during a period of suspension nor have any voting rights in the Association.

3.7.1 Resignation

3.7.1.1. Any Member may resign from the Association by sending or delivering written notice to the Secretary or President of the Association.

3.7.1.2. Once the notice is received, the Member's name shall be removed from the Register of Members.

3.7.2. Deemed Withdrawal
Any Member who is in arrears for fees or assessments shall not be entitled to any membership rights or privileges.

3.8 Change of Address of Member

3.8.1. Each Member shall give notice to the Association in a timely manner of any change of that Member's address.

3.8.2. A Regular Member shall automatically become an Associate Member when the registered Member moves outside the boundaries of the Association. [Updated 2017/05/30]

3.8.3. An Associate Member shall automatically become a Regular Member when the registered Member moves inside the boundaries of the Association. [Updated 2017/05/30]

3.8.4. If only one registered adult Member of a household changes address, the Membership shall be deemed to belong to the Member remaining at the registered address or in the community. [Updated 2017/05/30]

Article 4- Meetings of the Association

4.1 Attendance at Meetings

4.1.1. Each General Meeting of the Association shall be open to the public, except that all or part of any meeting may be closed to attendees other than Members by a Majority Vote.

4.2 The Annual General Meeting

4.2.1 The Association shall hold its Annual General Meeting in Calgary, Alberta within ninety (90) days of the fiscal year end. The Board shall set the place, day and time of the meeting.

4.2.2. The Board shall ensure that each Member receives notice of the Annual General Meeting in writing at least thirty (30) days before the Annual General Meeting. This notice will state the place, date and time of the Annual General Meeting.

4.2.3. The business of the Annual General Meeting shall include:

a. the President's report of the year's activities, including a review of the significant initiatives pursued by the Board;
b. the Treasurer's report and the financial statements presented to the auditors of the Association for the preceding Fiscal Year, of which sufficient copies are to be available for examination and viewing of the Members present;
c. the appointment of auditors for the upcoming Fiscal Year, subject to clause 6.2.2.;
d. any other business of the Association, except that no vote shall be taken on any matter requiring notice of a Special Resolution unless such notice has been given in the manner required in these Bylaws; and
e. the election of Directors and the Officers of the Board, as applicable.

4.3 Special General Meeting

4.3.1 Calling of a Special General Meeting
A Special General Meeting may be called at any time:

a. by resolution of the Board of Directors to that effect;
b. on the written request of at least five (5) Directors. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at this Special General Meeting; or
c. on the written request of at least twenty (20) Voting Members. The request must state the reason for the Special General Meeting and the

motion(s) intended to be submitted at this Special General Meeting.

4.3.2 Notice
Within seven (7) days of receipt of the written request for the Special General Meeting, the Secretary will mail or deliver a notice to each Member which shall be at least twenty-one (21) days before the Special General Meeting. This notice will state the place, date, time and purpose of the Special General Meeting.

4.3.3. Agenda for Special General Meeting
Only the matter(s) set out in the notice for the Special General Meeting shall be considered.

4.3.4. Procedures at the Special General Meeting
Any Special General Meeting has the same method of voting and the same quorum requirements as the Annual General Meeting.

4.4 Proceedings at the Annual General Meeting or a Special General Meeting

4.4.1 Quorum

4.4.1.1. A quorum shall consist of twenty-five (25) Voting Members.

4.4.1.2. Failure to Reach Quorum
If a quorum is not present within one-half (1/2) hour after the set time of the scheduled meeting, the meeting will be deferred to be rescheduled within one week (7 days) at the same time and location. If a quorum is not present at the rescheduled time, the meeting will proceed with the Members in attendance.

4.4.2 Presiding Officer

4.4.2.1 An independent Chair, not excluding eligibility of any individual, Member or otherwise, is appointed by resolution of the Board of Directors to Chair a General Meeting of the Association.

4.4.2.2. If the appointed Chair is not present within one-half (1/2) hour after the set time for the General Meeting, the Members present shall appoint a Chair.

4.4.3 Adjournment and Continuation of Meetings

4.4.3.1. The Chair may adjourn any General Meeting with the consent of the Members at the meeting.

4.4.3.2. The subsequent continuation of the adjourned General Meeting only conducts the unfinished business from the initial meeting.

4.4.4. Voting

4.4.4.1. Each Voting Member present has one (1) vote and a voting card. A show of voting decides every vote at every General Meeting. A secret ballot shall be used for suspensions, terminations, contested elections and any other resolutions as the Members decide.

4.4.4.2. The Chair, if eligible to vote, votes only in the case of a tie vote.

4.4.4.3. A Voting Member may not vote by proxy.

4.4.4.4. At any duly constituted General Meeting, unless otherwise stated in these Bylaws, a Majority Vote by the Voting Members present shall decide all matters. Any ties in voting will be put to a second vote by secret ballot. Only in the event of a second tie will the Chair's vote be used as the deciding vote. [Updated 2017/05/30]

4.4.4.5. The Chair declares a resolution as carried or defeated. This statement is final and does not have to include the number of votes for and against the resolution in the Minutes.

4.4.5. Failure to Give Notice of Meeting
No action taken at a General Meeting is invalid due to:

a. accidental omission to give notice to any Member,
b. any Member not receiving notice, or
c. any error in any notice that does not affect the meaning.

Article 5- The Governance of the Association

5.1 Board of Directors

5.1.1 Governance and Management of the Association
The Board of Directors governs and manages the affairs of the Association.

5.1.2 Responsibilities
Every Director in exercising her power and duties shall:

a. act honestly and in good faith with a view to the best interests of the

Association, and

b. exercise the care, diligence, and skill that a reasonable, careful person would exercise in similar circumstances.

5.1.3 Powers and Duties of the Board of Directors

The powers and duties of the Board of Directors include but are not limited to:

a. promoting the objects of the Association;
b. promoting membership in the Association;
c. issuing Memberships in the Association, including the granting of Honourary Life Memberships and collecting the associated Membership fees;
d. holding meetings as herein set forth;
e. hiring and dismissing employees to operate the Association;
f. regulating employees' duties and setting their salaries/wages;
g. maintaining and protecting the Association's assets and property;
h. approving an annual budget for the Association;
i. paying all the expenses and receiving all revenues in respect to operating and managing the Association;
j. paying persons for services and protecting Members from debts of the Association;
k. investing any extra monies;
l. financing the operations of the Association and borrowing or raising monies subject to any lease/license agreements;
m. approving all contracts for the Association;
n. maintaining all accounts and financial records of the Association;
o. ensuring that all books and records of the Association required to be created and maintained by these Bylaws, by the Act, by any other applicable statute or law are regularly and properly kept, including an updated Register of Members;
p. ensure that the Community Association complies with the terms and conditions of the License of Occupation with the City of Calgary;
q. ensuring that all insurance policies required to be maintained by the Act, and other applicable statute or law, are acquired and maintained;
r. causing minutes to be kept of each General Meeting and each meeting of the Board;
s. filing such returns, reports and other materials as are required to be submitted under the Act, other statutes or laws;
t. appointing legal counsel as necessary;
u. making policies, rules and regulations for managing and operating the Association and using its facilities and assets; and
v. selling and disposing of all non fixed property or assets of the Association.

5.1.4 Number of Directors
The number of Directors shall not be less than five (5) and not more than fourteen (14).

5.1.5. Each Director shall be a Member of the Association at the time of election or appointment and throughout the Director's term. A Director cannot be an employee of the Association. [Updated 2017/05/30]

5.1.6. A maximum of three (3) Directors, constituting no more than twenty-five per cent (25%) of the Board membership, may be Associate Members. [Updated 2017/05/30]

5.1.7. Associate Members may not serve as President, but may serve in other Officer positions. [Updated 2017/05/30]

5.1.8. If fewer than fourteen (14) Directors are elected at the Annual General Meeting, the Board shall have the power to appoint additional Members as Directors until the following Annual General Meeting, to the maximum of fourteen (14) upon two-thirds (2/3) majority of the votes cast by the Directors present at any duly constituted Board meeting. [Updated 2017/05/30]

5.1.9. Directors of the Board shall serve without remuneration, and no Director shall directly or indirectly receive any profit for acting as a Director, provided that a Director may be paid reasonable expenses incurred by the Director in the performance of the applicable Board duties.

5.1.10. No Director or Directors shall take it upon themselves to commit the time, resources, or finances of the Association, the Board or, if applicable, the Association's staff without prior approval of that commitment at a duly constituted meeting of the Board.

5.1.11. Election and Term of a Director

5.1.11.1. The President shall be elected for a two (2) year term and be invited to serve an additional term.

5.1.11.2. Annually, the Board shall appoint two additional Directors to serve for two (2) year terms.

5.1.11.3. All other Directors shall be elected at the Annual General Meeting for a one (1) year term.

5.1.11.4 The Past President shall serve one year and be invited to continue to serve until the President resigns and assumes the role of Past President.

5.1.12. Nominations

The Nominating Committee, Chaired by the Past President or another Director appointed in the absence of a Past President, shall present a slate of candidates for each position but nominations will also be received from the floor at the Annual General Meeting.

5.1.13 Resignation or Removal of a Director

5.1.13.1. Resignation of a Director

The office of a Director shall be automatically vacated if a Director resigns his office by giving one (1) month's written notice to the Secretary or President.

5.1.13.2. Removal of a Director

5.1.13.2.1 The office of a Director shall be automatically vacated if the Director:

a. ceases to be a Member of the Association; or
b. fails to attend three (3) consecutive Board meetings, unless such failure is excused by the Board.

[Updated 2017/05/30]

5.1.13.2.2 The Board of Directors may remove from office a Director by two-thirds (2/3) majority vote by secret ballot if the Director:

a. has failed to abide by the Bylaws,
b. has been disloyal to the Society,
c. has disrupted meetings or functions of the Society,
d. has done or failed to do anything judged to be harmful to the Society; or
e. commits a breach of confidentiality of the proceedings of the Association.

5.1.13.3. Notice of Removal of Director and Appeal Process

5.1.13.3.1. The Board shall inform the Director by written notice of the reasons for removal and shall ask for the Director's resignation within seven (7) days. From the receipt of this notice, the Director shall have neither rights nor privileges of a Director except that he shall be granted the right of an appeal process.

5.1.13.3.2. All notices shall be sent by registered mail to the last known address of the Director shown in the records of the Association, or an Officer of the Board may deliver the notice.

5.1.13.3.3. If the Director does not resign, the Director shall be given an opportunity for an appeal to the Board within seven (7) days of receipt of notice of removal.

5.1.13.3.4. The Member shall be informed in writing of the decision of the Board within seven (7) days of the appeal meeting.

5.1.14. Meetings of the Board

5.1.14.1 Each meeting of the Board shall be open to any Member, except that all or part of any meeting may be closed by a two-thirds (2/3) majority of the votes cast by the Directors present at that meeting. Members attending the meeting are non-voting and require an invitation by the Board to speak.

5.1.14.2. The Directors shall meet within thirty (30) days after each Annual General Meeting to undertake business including:

a. appointment of two Directors to serve two (2) year terms as per clause 5.1.9.2.;
b. complete the Banking Resolution as described in clause 5.2.3.3.

5.1.14.3. Number of Meetings Per Year
The Board holds not less than six (6) meetings each year.

5.1.14.4. The President shall call the meetings. The President shall also call a Special Board meeting if any three (3) Directors make a request in writing and state the purpose of the meeting.

5.1.14.5. Directors must be notified of Board meetings at least two (2) days in advance by email or telephone.

5.1.14.6. A simple majority of the elected Directors shall constitute a quorum for Board meetings.

5.1.14.7. If there is no quorum present at a Board meeting, the Chair may conduct the meeting, subject to the ratification of each decision made at such meeting at the next regularly called Board meeting.

5.1.14.8. At any duly constituted Board meeting, unless otherwise stated in these Bylaws, a Majority Vote by the Directors present shall decide all matters. Only in the event of a tie will the Chair's vote be used as the deciding vote. [Updated 2017/05/30]

5.1.14.9. Notwithstanding any other provision of these Bylaws, the Board may

determine any matter within its powers without a meeting on the following basis:

a. the matter shall be submitted to the Directors, by notice from the President or Secretary, in the form of a resolution, together with sufficient information to enable the Directors to be reasonably informed as to the nature of that matter;
b. any such vote shall be binding on the Board as if it had been conducted at a meeting of the Board unless a Director objects, by notice to the President and Secretary not later than two (2) days following receipt of that notice, to that matter being determined without a meeting of the Board.
c. each Director shall cast a vote with respect to that resolution within three (3) days or by a date specified in that notice;
d. A resolution so passed shall be valid and effective as if it had been passed at a duly constituted meeting of the Board.
e. The President or Secretary shall promptly notify the Directors of the result of any vote by notice under this clause following the expiry of the applicable response period, and the results of any such vote conducted by notice shall be included in the minutes for the next meeting of the Board.
f. If there is an objection under Paragraph (b) of this clause to the determination of a matter without a meeting, the President shall promptly convene a meeting of the Board to deal with that matter, and all votes cast by the other Directors by notice with respect to that matter shall be void.

5.1.14.10. Minutes shall be taken and recorded at each General Meeting and each Board meeting. The original copy of the minutes shall be filed at the office of the Association as per clause 6.5.

5.2. Officers

5.2.1. The Officers of the Association shall consist of the President, Vice President, Secretary and Treasurer.

5.2.2. Two (2) or more persons who are Legally Related may not be Officers at the same time.

5.2.3. Duties of the Officers of the Society

5.2.3.1. The President shall:

a. supervise the affairs of the Board;
b. when present, Chair all meetings of the Association and the Board;

c. be an ex officio member of all Committees, except the Nominating Committee;
d. be a signing authority on all contracts, official documents and correspondence of the Association, and on all bank accounts of the Association as per clause 6.4.;
e. act as the spokesperson for the Association; and
f. carry out other duties assigned by the Board.

5.2.3.2. The Vice President shall:

a. preside at meetings in the President's absence. If the Vice President is absent, the Directors elect a Chair for the meeting;
b. replace the President at various functions when asked to do so by the President or the Board;
c. in the absence of the President, or at the direction of the President, be a signing authority on all contracts to be entered into on behalf of the Association, correspondence and official documents;
d. be an ex officio member of all Committees, except the Nominating Committee; and
e. carry out other duties assigned by the Board.

5.2.3.3. The Treasurer shall:

a. ensure all monies paid to the Association are deposited in a chartered bank, treasury branch or trust company chosen by the Board;
b. ensure a detailed account of revenues, expenditures, investments, receivables and payables are presented to the Board as requested;
c. disburse the funds of the Association under the direction of the Board and in compliance with these Bylaws, and the Act;
d. be a signing authority for all bank accounts of the Association;
e. in the absence of the President, or at the direction of the President, be a signing authority on all contracts to be entered into on behalf of the Association, correspondence and official documents;
f. ensure an annual statement of the financial position of the Association is prepared and presented to the Annual General Meeting;
g. chair the Finance Committee of the Board;
h. carry out any other duties assigned by the Board; and
i. ensure an annual Banking Resolution is prepared for Board consideration at the first Board meeting following the Annual General Meeting.

5.2.3.4. The Secretary shall:

a. attend all meetings of the Association and the Board;
b. keep accurate minutes of these meetings;

c. have charge of the Board's correspondence;
d. ensure a record of names and addresses of all Members of the Association is kept;
e. in the absence of the President, or at the direction of the President, be a signing authority on all contracts to be entered into on behalf of the Association, correspondence and official documents;
f. ensure that all records of the Association, other than financial records, are properly maintained, including these Bylaws and the Policies and Procedures;
g. ensure all notices of various meetings are sent;
h. keep the Seal of the Association;
i. with the Treasurer, file the annual return, any Special Resolutions, changes in the Directors of the Association, and amendments to the Bylaws and other incorporating documents with the appropriate organizations and/or authorities as required by the Act and other statutes and laws; and
j. carry out any other duties assigned by the Board.

5.3. Board Committees

The Board of Directors may appoint Advisory, Standing and/or Special Committees to make recommendations and help inform Board decisions.

5.4 Standing Committees

The Board of Directors establishes these Standing Committees:

a. Finance Committee
b. Nominating Committee
c. Executive Committee

5.4.1. A Director of the Board shall sit on every Committee and provide reports to the Board about the Committee's activities.

Article 6- Finance and other Management Matters

6.1 The Registered Office

The Registered Office of the Association is located in Calgary, Alberta as determined by resolution of the Board.

6.2 Finance and Auditing

6.2.1. The Fiscal Year of the Association is April 1 to March 31 of each year.

6.2.2. The books, accounts and records of the Secretary and Treasurer shall be reviewed once each year by two (2) Members of the Association appointed for that purpose by the Board of Directors or by a qualified accountant appointed for that purpose at the prior year's Annual General Meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted at the Annual General Meeting.

6.3 Seal of the Association

6.3.1. The Board may adopt a seal as the Seal of the Association.

6.3.2. The Secretary has control and custody of the Seal, unless the Board decides otherwise.

6.3.3. The Seal of the Association can only be used by a Director or Member authorized at the discretion of the Executive.

6.4 Cheques and Contracts of the Association

6.4.1. All contracts of the Association must be signed by the President, or the Treasurer unless other persons are authorized to do so by resolution of the Board.

6.4.2. All cheques drawn on monies of the Association shall be signed by two of the following: the President, Treasurer and one other Director authorized to do so by resolution of the Board as described in clause 5.2.3.3.

6.4.3. Pre-authorized online banking payments may be authorized by a Board resolution.

6.5 Keeping and Inspecting the Books and Records of the Association

6.5.1. The Secretary keeps a copy of the Minute Books and records Minutes of all meetings of the Board.

6.5.2. The Secretary keeps the original Minute Books at the Registered Office of the Association. This record contains minutes from all meetings of the Association and the Board.

6.5.3. The Minute Book shall contain the following information:

a. a copy of the Certificate of Incorporation of the Association;
b. a copy of the Objects of the Association and any Special Resolution

altering the Objects;

c. a copy of the Bylaws of the Association and any Special Resolution altering the Bylaws;
d. a copy of the Policies and Procedures;
e. a copy of the City of Calgary Lease/Licence Agreement and other formal agreements ;
f. a copy of originals of all documents, registers and resolutions required to be maintained or filed by the Act, other statute or law;
g. a copy of the audited financial statements for the preceding Fiscal Year; and
h. a copy of each other documents directed by the Board to be inserted into the Minute Book.

6.5.4. The Board keeps and files all necessary books and records of the Association as required by these Bylaws, the Societies Act or any other statute or law.

6.5.5. All financial records of the Association are also open for such inspection by the Voting Members.

6.5.6. The books and records of the Association may be inspected by any Voting Member, subject to any limitations on the disclosure of personal information set out under the applicable privacy legislation.

6.5.7. A Voting Member wishing to inspect the books or records of the Association must give seven (7) days notice to the President or the Secretary of the Association of her intention to do so.

6.5.8. Unless otherwise permitted by the Board, such inspection will take place only at the Registered Office, or other regular business premises operated by the Association, during normal business hours.

6.6 Borrowing Powers

6.6.1. The Association may borrow funds up to $10,000 by two-thirds (2/3) majority of the votes cast by the Directors present at the applicable Board meeting, if the Board has approved:

a. that financing;
b. the purpose for which the funds will be used; and
c. a plan whereby that loan will be paid in full within ninety (90) days after the receipt of the funds.

6.6.2. For the purposes of carrying out its Objects, the Association may borrow funds above $10,000, or funds that do not meet the criteria set out in

clause 6.6.1. only under the authority of a two-thirds(2/3) majority vote at a General Meeting of the Association.

6.7 Payments

6.7.1. Members, Directors or Officers of the Association will not receive any payment for being a Member, Director or Officer.

6.7.2. Reasonable expenses incurred while carrying out duties of the Association may be reimbursed only with prior approval of the Board.

6.8 Protection and Indemnity of Directors and Officers

6.8.1. Each Director of the Association shall be deemed to have assumed office on the express understanding, agreement and condition that each Director, former Director and any person acting as a designated representative of the Association (and the respective heirs, executors, administrators and estate of each such person) shall from time to time and at all times be indemnified and saved harmless by the Association from and against:

a. all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against that person for or in respect of any act, omission, decision or matter whatsoever in or about the performance of that person's duties; and
b. all other related costs, charges and expenses in respect to any such act, omission, decision or matter, including, without limitation, reasonable legal costs on a solicitor and its own client basis.

However, the indemnification granted in this clause shall not apply insofar as the act, omission, decision, matter or those costs, charges or expenses pertains or results from the fraud, dishonesty, or bad faith of that person. The Board shall acquire and maintain such insurance coverage as the Board reasonably regards as appropriate to enable the Association to fulfill the responsibilities set forth in this clause.

6.8.2. No Director shall be liable for the acts or omissions of any other Director or employee of the Association, or shall be responsible for any loss or damage due to bankruptcy, insolvency or wrongful act of any person, firm, or corporation dealing with the Association, and no Director shall be liable for any loss due to an oversight, error in judgment or an act or omission in that Director's role for the Association, unless and to the extent that the act or omission is due to fraud, dishonesty or bad faith.

6.8.3. Each Director may rely on the accuracy of any statement or report

prepared by the auditor(s) of the Association. No Director may be held personally liable for any loss or damage as a result of relying in good faith on that statement or report.

6.8.4 No Member shall be liable in the Member's individual capacity for any debt or liability of the Association.

6.9 Conflict of Interest

6.9.1. A Conflict of Interest occurs when a Director, or someone with a close relationship to the Director, may benefit indirectly or directly as a result of a pending decision. [Updated 2017/05/30]

6.9.2. A Director shall disclose fully the nature and extent of any potential or present Conflict of Interest. [Updated 2017/05/30]

6.9.3. A Director who has a Conflict of Interest in a matter before the Board shall immediately remove herself from the voting position or discussion of said matter. [Updated 2017/05/30]

Article 7- Amending the Bylaws

7.1. The Bylaws of the Association may be changed, altered or added to by a Special Resolution at any Annual General or Special General Meeting of the Association.

7.2. Notice of the Annual General or Special General Meeting of the Association must include details of any proposed resolution to change the Bylaws.

7.3. At least two-thirds (2/3) of the Voting Members present at the meeting must approve the change(s).

7.4. The amended Bylaws take effect after approval of the Special Resolution at the Annual General Meeting or Special General Meeting, and only after the approval of the Corporate Registry of Alberta.

7.5. If there is any conflict between the Act and any part of these Bylaws, the provisions of the Act, as applicable, shall prevail and shall have the effect of amending these Bylaws to the extent necessary to remedy that conflict without any action on the part of the Association.

7.6. Any question of procedure not provided for in these Bylaws or the Act

shall be decided upon by the Board of Directors.

7.7. Robert's Rules of Order shall be the final authority in the governing procedures at the meetings of the Association so long as they are not inconsistent with the provisions of the Societies Act or these Bylaws.

Article 8- Distributing Assets and Dissolving the Association

8.1. The Association does not pay any dividends or distribute its property among its Members.

8.2. The Association shall be dissolved voluntarily if a Special Resolution to that effect is passed by the Association

8.3. At the time of dissolution, funds held in the Gaming Funds Account(s) or assets purchased with gaming proceeds will be returned or distributed to another charitable organization with the approval of the Alberta Gaming and Liquor Commission Board.

8.4. In the event of the dissolution of the Association and after payment of liabilities, all assets not considered to be the property of the City of Calgary, shall be distributed to one or more recognized charitable organizations in Calgary as the Members by Special Resolution so determine.