

LAKE BONAVISTA COMMUNITY ASSOCIATION BY-LAWS

ARTICLE 1 PREAMBLE

- 1.1 **Name**
The name of the society is the Lake Bonavista Community Association hereinafter referred to as “the Association” or its abbreviated title “LBCA”. The Association is incorporated under the Societies Act.
- 1.2 **Objects**
The objects of the Society shall be in accordance with the Application for Incorporation filed and registered with the Registrar of Companies, Government of the Province of Alberta, on February 26, 1970. Objects of the Society were revised on May 26, 2004 and on September 12, 2012 by Special Resolution.
- 1.3 **Boundaries**
The boundaries of the Association are the geographical area comprising the municipality described and known as the City of Calgary, Alberta, being generally bounded as follows: starting at the intersection of Macleod Trail and Anderson Road, east along Anderson Road to a line extension of the easterly property line of homes along Lake Wapta Rise S.E., then east along the center line of Lake Sylvan Drive S.E. to the southeast corner of Lake Ontario Drive S.E., extended to Canyon Meadows Drive S.E.; then west along Canyon Meadows Drive to Bonaventure Drive S.E.; then north along the westerly property line of homes along Bonaventure Drive to 129 Avenue S.E.; then west along an imaginary westerly extension of 129 Avenue S.E. to the center line of Lake Fraser Drive S.E. and its extension to Lake Willow Road; then west along an imaginary extension of Lake Willow Road to Macleod Trail; then north along Macleod Trail to Anderson Road (see schedule 1).
- 1.4 This document sets forth the By-laws for the Association and shall regulate the business and affairs of the Association.

ARTICLE 2 DEFINITIONS AND INTERPRETATION

- 2.1 **Definitions**
In these By-laws, 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 “**Affiliated Organization**” means an organization with which the Association is affiliated under clause 6.8 that serves the needs of the Members, the Community and the Community at Large.

- 2.1.4 “**Ancillary Group**” means a group with which the Association is associated under clause 6.7 that serves a special interest or need of the residents of the Community.
- 2.1.5 “**Annual General Meeting**” means the annual meeting of the Members described in clause 4.2.
- 2.1.6 “**Associate Member**” means any Adult or Family residing outside the established boundaries of the Association who has purchased a Membership that has the rights and limitations described in clause 3.4.
- 2.1.7 “**Board**” means the board of directors of the Association.
- 2.1.8 “**By-laws**” means this document, as amended from time to time.
- 2.1.9 “**Chairperson**” 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.
- 2.1.10 “**Community**” means the development municipally known as Lake Bonavista.
- 2.1.11 “**Community at Large**” means persons residing outside the boundaries of the Association with whom the Association may have cause to interact.
- 2.1.12 “**Director**” means a Member elected or appointed to the Board.
- 2.1.13 “**Executive**” means the executive committee of the Board, being the President, Past President, Vice-President, Vice President of Finance, and the Secretary (non-voting if hired position). Other positions may be included as approved by the Board.
- 2.1.14 “**Facility**” means the building that comprises the community centre of the Association and the associated recreational facilities.
- 2.1.15 “**Family**” means up to two registered Adults and any number of children under the age of 18 living in the same residence.
- 2.1.16 “**Fiscal Year**” means the twelve-month period commencing on July 1st of a year and ending on June 30th of the following year.
- 2.1.17 “**General Meeting**” means an Annual General Meeting or a Special General Meeting, as applicable.
- 2.1.18 “**Legally Related**” means any two or more persons associated through birth, adoption, marriage or common-law agreement.
- 2.1.19 “**Majority Vote**” means more than 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 By-laws.

- 2.1.20 “**Member**” means a Regular Member or an Associate Member, as applicable, whose annual Membership dues, if any, are paid and whose Membership is not under suspension.
- 2.1.21 “**Officer**” means a Director who is a member of the Executive.
- 2.1.22 “**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 By-laws.
- 2.1.23 “**Proper Notice**” means notice given in writing, by letter, email, public posting, or publication in the Community newsletter, not less than ten days prior to a General 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, when posted, or when published in a Community newsletter.
- 2.1.24 “**Regular Member**” means a Membership purchased by any Adult or Family residing within the established boundaries of the Association that provides the rights described in clause 3.3.
- 2.1.25 “**Special General Meeting**” means a special meeting of the Members described in clause 4.3.
- 2.1.26 “**Special Resolution**” means a resolution passed:
- a) at a Special General Meeting or Annual General Meeting of which at least twenty-one days’ notice has been duly given, specifying the intention to propose a resolution substantially in the form of the resolution presented in that notice as a Special Resolution; and
 - b) by a majority of not less than 75% of the votes cast by those Voting Members as are present at that meeting.
- 2.1.27 “**Voting Member**” means a Member who is a Regular Member.
- 2.1.28 **Interpretation**
In these By-laws:
- 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
 - f) 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 **Eligibility**
Eligibility is outlined for each category of Membership. Any person purchasing a

Membership in the LBCA agrees to accept all its Bylaws and Policies and must renew it annually.

3.2 **Categories of Members**

There are three types of Membership in the Association: a)

Regular Members;

b) Associate Members; and

c) Club Members.

3.3 **Regular Membership**

Regular Membership is open to residents living within the Association boundaries. It may be obtained by an individual or by a Family. A Membership obtained by a Family shall entitle each of up to two adult members of the Family to be registered as Members. Full voting privileges are exercisable by each adult Member of the family unit to a maximum of two (2). A Regular Membership entitles a Member to:

a) participate in all programs of the Association if eligibility and space allow;

b) audit meetings of the Board, subject to clause **4.1.2**;

c) participate and vote at any duly constituted General Meeting; and

d) stand for nomination or appointment as a Director, provided that any such Regular Member must have paid the applicable Membership fee.

e) Other benefits as determined by the Board.

3.4 **Associate Member**

Associate Membership is open to any person temporarily living at the residence of a family unit that has a LBCA Membership in good standing and who wishes to participate in any Association program. Associate Membership is also open to any person who resides outside the boundaries of the Association who wishes to participate in any Association program provided such person meets the applicable criteria established from time to time from the Board of Directors. An Associate Member may not vote in an election and any other determination at a General Meeting and may not seek or hold office in the Association, but otherwise has the same rights as a Regular Member.

3.5 **Club Member**

Club Memberships are available to community-based organizations operating out of the Association and eligible for program rates. Club Memberships may be used in lieu of Regular or Associate Member requirements. Benefits of Club Membership will be determined by the Association and the community-based organization and outlined in the Facility rental contract. Benefits may differ between groups. A Club Member is not entitled to the same benefits of Regular or Associate Membership, may not vote in an election and any other determination at a General Meeting, and may not seek or hold office in the Association.

3.6 **Other Member Categories**

Other categories of membership may be defined and approved by the Board. These will not carry voting rights unless the newly defined Member group is a sub-set of the Regular Member group and resides within the boundaries of the Association.

3.7 **Membership Fees and Register**

3.7.1 The annual Membership fees for each level of Membership in the Association will be established by the Board of Directors and reviewed annually. All Membership fees will be payable in advance.

3.7.2 A register of Members shall be kept current and confidential at the office of the Association, subject to clauses **7.4.1** and **7.5**.

3.8 **Termination of Membership**

3.8.1 Each Membership shall automatically terminate on the 30th day of June of each year.

3.8.2 Any Regular Member or Associate Member whose Membership terminates may renew that Membership at any time thereafter, subject to clause **3.8**. Club Membership must be renewed through the community-based organization who originated the Club Membership and the renewal is subject to the approval of the Board.

3.8.3 Any Member may terminate a Membership at any time by giving the Association notice in writing, but there shall be no reimbursement of Membership fees previously paid.

3.8.4 No refunds of Membership fees will be made by the Association upon suspension or withdrawal of a member.

3.9 **Suspension and Expulsion of Members**

3.9.1 The Board may, upon receiving a formal substantiated complaint, suspend or expel any Member from the Association for one or more of the following reasons:

- a) the Member has failed to abide by the requirements of these By-laws or the Policies and Procedures of the Association;
- b) the Member has disrupted meetings or functions of the Association;
- c) the Member has used the Association trademarks without permission;
- d) the Member has conducted himself or herself in a manner determined by the Board to be improper or unbecoming; or
- e) the actions or omissions of the Member have harmed the interests or reputation of the Association.

Subject to the remainder of this clause **3.9**, the Board may, by a majority of two-thirds of those votes cast by the Directors present at any meeting of the Board, suspend or expel any Member from the Association.

In cases where a Member is suspended or expelled, other adult or child members of the family unit may be temporarily or permanently removed from and/or ineligible for programs/services and privileges of the Association as determined by the Board.

3.9.2 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 **3.9**:

- 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 five days prior to the meeting of the Board at which that matter is to be determined;
- b) that notice shall include the reasons why the Board is considering the potential suspension or expulsion of that Member from the Association; and

c) that notice shall either be sent by single registered mail to the last known address of that Member shown in the records of the Association, delivered by two Officers to that address, or sent by email to the last known email address of that Member shown in the records of the Association.

3.9.3 A Member being considered for suspension or expulsion from the Association shall have an opportunity to submit a written statement to the Board and to appear before the Board at the applicable meeting to address the matter. That Member may be accompanied by another person if the Member attends that meeting of the Board.

3.9.4 Except to the extent otherwise provided in the preceding portion of this clause **3.9**, the Board shall determine the manner in which the potential suspension or expulsion of the Member will be handled and may limit the time given to the Member to address the Board about the matter. The Board may exclude the Member from its final discussion of the matter, including the vote on the matter.

3.9.5 There shall be no reimbursement of membership fees previously paid by any suspended or expelled Member.

3.9.6 Any Regular Member or Associate Member whose Membership has been suspended shall be eligible to renew the Membership up to a year following that suspension or as determined by the Board.

3.9.7 The Board of Directors shall be the final level of formal appeal for any disciplinary action imposed by any and all appointed representatives of the LBCA.

3.9.8 Any Member who has been suspended or expelled may, upon written application for reinstatement to the Association, be reinstated at any General Meeting, if that reinstatement:

- a) is included on the agenda for that General Meeting; and
- b) has been approved by a majority of two-thirds of those votes cast by Voting Members who are present at that meeting.

3.10 **Change of Address of Member**

3.10.1 Each Member shall give notice to the Association in a timely manner of any change of that Member's address, email, and contact information. A Regular Member shall automatically become an Associate Member when the registered Member moves outside the boundaries of the Association. An Associate Member shall automatically become a Regular Member when the registered member moves inside the boundaries of the Association. If only one registered Adult Member of a Family changes address, the Membership shall be deemed to belong to the Member remaining at the residence or in the community.

ARTICLE 4 MEETINGS

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.

4.1.2 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 majority of the votes cast by the Directors present at that meeting. Regular Members attending the meeting are non-voting and require invitation by the Board to speak. .

4.2 **Annual General Meeting of the Membership**

4.2.1 The Board of Directors shall convene an Annual General Meeting of the Membership each year on or between November 1st and January 30th.

4.2.2 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 and performance relative to the budget for the preceding Fiscal Year;
- b) the Vice-President Finance's report and the audited financial statements 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 **7.2.13**;
- 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 By-laws; and
- e) the election of Directors and the President, as applicable.

4.2.3 The order of business shall be at the discretion of the Chairperson, provided that, in general, the business and reports relating to the preceding Fiscal Year shall take place before the election of the Directors.

4.2.4 Annual General meetings may take place in person or via conferencing technology.

4.3 **Special General Meeting**

4.3.1 A Special General Meeting of the Members may be called from time to time as circumstances shall require or dictate, if:

- a) the Board sees fit to call such meeting;
- b) a matter is being proposed for determination by a Special Resolution; or
- c) the President receives a request in writing signed by not less than 24 registered Voting Members in good standing, provided that any such request states the reason for the meeting and any motion intended to be determined at such meeting.

The Board will convene a meeting within a maximum of thirty days of receipt of a request described in Paragraph (c) of this clause. However, the Board shall not be required to proceed with that meeting, in whole or in part, if fewer than two-thirds of those Voting Members who signed that request are present in the quorum for the meeting.

4.3.2 Special General meetings may take place in person or via conferencing technology.

4.4 **Board Meeting**

- 4.4.1 The Directors shall meet within thirty days after each Annual General Meeting to form the Board and elect its Officers, provided that the election contemplated in this clause shall not apply if the Directors have been elected to specific positions on the Board at a General Meeting.
- 4.4.2 The Board of Directors shall meet at least once every sixty days during the period from September 1 to June 30 at a regular scheduled date and time determined by the Directors. Each such meeting shall be held at a location the office of the Association, unless otherwise designated by the President.
- 4.4.3 Additional meetings of the Board may be called at any time upon the instructions of the President.
- 4.4.4 A special meeting of the Board shall be called by the President within ten days after the President's receipt of written request to such effect, stating in full the object and purpose of the meeting. For the called meeting to be conducted, two thirds of those Members who signed the request must be present for that meeting. That written request must be duly signed by:
- a) at least three Directors; or
 - b) at least 24 Voting Members.
- 4.4.5 Board meetings may take place in person or via conferencing technology.

4.5 **Executive Meeting**

- 4.5.1 A quorum of the Executive Committee shall be fifty percent or more of its Members. Decisions will be taken by majority vote of those Members present and eligible to vote and will be presented to the Board of Directors for consideration.
- 4.5.2 The Executive Committee shall meet as often as deemed necessary to review the operations of the Association and raise or review items requiring resolution.
- 4.5.3 Any member of the Executive Committee may convene a meeting on three (3) days' notice, which may be waived by unanimous consent.
- 4.5.4 Executive Committee meetings may take place by telephone or conferencing technology.

4.6 **Committee Meeting**

- 4.6.1 The members of all duly appointed and standing committees of the Board shall meet from time to time, or any time at:
- a) the discretion of the chairperson of each such committee; or
 - b) the call of the Directors.

4.7 **Notice of Meetings**

4.7.1 All members shall be notified of the Annual General Meeting and other Special Meetings of the Association at least seven days prior to the date of the meeting.

4.7.2 Notice of any Meeting with Special Resolutions shall be communicated at least 21 days prior to the meeting.

4.7.3 Notice for any additional Board meeting shall be in any form decided by the President and in the case of a committee meeting, by the chairperson, not less than three days prior to such meeting.

4.7.4 Notice will be communicated to Members for any meeting using available communication tools such as a posting in the LBCA facilities, a notice in the Lake Bonavista Bugle, a posting on the LBCA website, an email, and/or other means. No error or omission in giving notice of any General Meeting or any meeting of the Board, including any General Meeting rescheduled under clause **4.9.2**, shall invalidate the meeting or make void any proceedings of the meeting, provided that this Clause shall not alter the notice requirements of these By-laws pertaining to a Special Resolution.

4.7.5 Any Voting Member may at any time waive notice of any such meeting, except notice of Special Resolution, and may ratify any and all proceedings of the meeting.

4.8 **Agenda**

4.8.1 The Agenda for any General Meeting shall be attached or included in the notice of such meeting, including a resolution substantially in the form of any resolution that is to be presented as a Special Resolution at that General Meeting.

4.8.2 Only the matter(s) as set out in the notice of meeting shall be considered at any General Meeting.

4.9 **Quorum for General Meetings and Board Meetings**

4.9.1 A quorum for the transaction of business at any General Meeting shall be at least 10 Members in good standing.

4.9.2 If there is no quorum at a General Meeting within thirty minutes from the time appointed for that meeting, and provided that a minimum of one Officer and five Voting Members, other than Board Members, are in attendance:

- a) the Chairperson shall, at his discretion and prior to terminating the original meeting, fix a date, time and place to hold another meeting, and any business may be dealt with at the rescheduled meeting if a quorum is present (or deemed to be present hereunder) at that rescheduled meeting, provided that the notice requirements specified in these By-laws for a Special Resolution must be complied with if a Special Resolution is proposed for sanction at that rescheduled General Meeting; and
- b) if there is no quorum at the rescheduled General Meeting conducted under the preceding Paragraph within thirty minutes from the time appointed for that meeting, those Voting Members present shall be deemed to be a legal quorum, and that

meeting shall be conducted, and its conclusions and resolutions shall be legal and binding as though a full quorum had been present.

4.9.3 The quorum for the transaction of business at any Board meeting shall be fifty percent (50%) plus one of the Directors that form the Board. If there is no quorum present at such meeting, the Chairperson may conduct the meeting, subject to the ratification of each decision made at such meeting at the next regularly called Board meeting. (Note: No actions can be taken on resolutions until ratified).

4.10 **Voting**

4.10.1 Except for the Chairperson, each Adult Voting Member registered with the Association shall have one vote at any General Meeting, and where elected or appointed to the Board, at any meeting of the Board. There shall be no votes by proxy.

4.10.2 The Chairperson may only vote to break a tie with the exception of a decision by ballot, in which case the Chairperson has only one vote and not a casting vote.

4.10.3 At all meetings of the Association, whether a General Meeting or a meeting of the Board, every question to be determined shall be decided by a Majority Vote, unless otherwise required by these By-laws, or by the Act.

4.10.4 A declaration by the Chairperson that a resolution has been carried or not carried, and an entry to that effect in the Minutes of the Association, shall, in the absence of dispute at the time about the declaration, be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.

4.10.5 Voting shall be by show of hands unless a poll is demanded by a minimum of five Voting Members. If not by acclamation, elections will be done by ballot.

4.10.6 If a poll is demanded and not withdrawn, the poll shall be taken in such manner as the Chairperson shall direct.

4.10.7 No Member may vote by proxy with respect to any election or other determination being made at any General Meeting.

4.10.8 Notwithstanding any other provision of these By-laws, 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, 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) each Director shall cast a vote with respect to that resolution within three days after delivery of that notice or by such later date as is specified in that notice;
- c) An Executive Member of the Board may request the Board to vote on a resolution within 24 hours in the case of an emergency;
- d) any such vote shall be binding on the Board as if it had been conducted at a meeting of the Board.
- e) a resolution in writing signed by all of the Directors personally shall be valid and effective as if it had been passed at a duly constituted meeting of the Board.

The President 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.

4.11 Minutes

4.11.1 Minutes shall be taken and recorded at each General Meeting and each Board meeting. A digital copy of the minutes shall be filed on the LBCA Hub or a digital share site with electronic access for all Board Members.

4.12 Adjournment

4.12.1 Any meeting may be adjourned to a specified date and time with a Majority Vote.

4.12.2 The adjourned meeting shall conduct only the unfinished business from the original meeting, provided that no adjourned meeting shall determine any matter requiring sanction through a Special Resolution unless the notice requirements specified in these By-laws for a Special Resolution are complied with for that adjourned meeting.

4.12.3 Subject to clauses **4.12.1** and **4.12.2**, no notice is required for the adjourned meeting.

ARTICLE 5 ELECTION OF DIRECTORS

5.1 Number of Directors

5.1.1 The Board of Directors shall consist of not fewer than three and not more than sixteen Voting Members and shall be elected on the basis prescribed under this Article 5 by those Voting Members as are present at the Annual General Meeting.

5.2 Nominations

5.2.1 The Board of Directors shall appoint a Nominating Committee Chairperson, not later than thirty (30) days prior to the Annual General Meeting. The Nominating Committee Chairperson shall advise the Members by notice of the time and place of the Annual General Meeting, the Directors positions to become vacant, and the procedures to be followed in nominating candidates to those positions. If the position is acclaimed, no ballot is required. Notice can be communicated through a posting in the LBCA facilities, Lake Bonavista Bugle, LBCA website, an email, and/or other means.

5.2.2 Nominations may be presented in writing to the Nominating Committee Chairperson or LBCA Administration at any time up to but not after forty-eight (48) hours prior to the scheduled commencement time of the Annual General Meeting. Nominations must be signed by the nominee, acknowledging his/her willingness to serve if elected, by at least two nominators. Nominees and nominators must be adult Members in good standing with voting privileges in the Association.

5.2.3 The Nominating Committee Chairperson shall prepare, not later than twenty-four (24) hours prior to the scheduled commencement time of the Annual General Meeting, a

ballot containing the names of at least one nominee for each Director vacant position. The ballot shall be posted in a conspicuous place in the LBCA Facilities and/or other means (i.e. digital posting).

5.2.4 Nominations will not be accepted from the floor of the Annual General Meeting. Nominations from the floor or that come in after the Close of Nominations are taken to the Nominating Committee for Board appointment to the Board of Directors should there be a vacancy.

5.2.5 Members shall vote by ballot at the Annual General Meeting. The President shall appoint Tellers who shall receive and count the ballots and report the results. The President shall announce and declare elected, at the Annual General Meeting, those candidates receiving the greatest number of votes cast for their respective office. In the case of a tie vote, the Board of Directors shall elect, by secret ballot, from those candidates tied for the office, the successful candidate.

5.2.6 Subject to the maximum number of Directors set forth in Section 5.1.1, the Board of Directors may by resolution approved by a majority of those Directors present and eligible to vote, appoint Directors to fill any vacancy among their number when needed.

5.3 **Term and Limitations on Successive Terms**

5.3.1 Subject to clauses **5.3.2** and **6.3**, the Directors so elected and appointed shall form the Board and each such Director shall hold office for a two-year term which shall end at the conclusion of the second Annual General Meeting following his or her election.

5.3.2 No Voting Member may be elected or appointed as an Officer for more than eight years in succession without a Special Resolution of the Membership. Subject to clause **6.3.6**, a Member shall be eligible to serve again as an Officer following an absence from the Executive of one year.

5.3.3 In order to facilitate staggered terms of the Directors, at the Annual General Meeting at which these Bylaws are approved by the Members, but not subsequently, a portion of the directors' positions, as designated by the President prior to such Annual General Meeting, shall hold office for one year and the other half for two years. Initially, the President may only serve a one-year term.

ARTICLE 6

GOVERNANCE

6.1 Board of Directors

6.1.1 Each Director shall be a Full Member of the Association in good standing at the time of election or appointment and throughout the Director's term as a Director. A Director cannot be an employee of the Association. Associate Members shall not be allowed to stand for election or hold office.

- 6.1.2 If fewer than seven members are elected at the Annual General Meeting, the Board shall have the power to appoint additional Voting Members to the Board, to the maximum of 16, upon two-thirds majority of the votes cast by the Directors present at any duly constituted Board meeting.
- 6.1.3 Vacancies on the Board, however caused, may be filled by the Directors if they see fit to do so as long as a minimum of three Directors remains in office, in which case each such vacancy shall be filled at the next Annual General Meeting. However, if there is not a minimum of three Directors, the remaining Directors shall promptly call a Special General Meeting to fill the vacancies. Any vacancy on the Board that is filled under this clause shall be until the next Annual General Meeting, at which time the election process under clause **5.2** shall again apply to that position on the Board.
- 6.1.4 Subject to clause **6.1.4** and **7.6**, the 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.
- 6.1.5 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.

6.2 **Powers and Duties of the Board**

- 6.2.1 The Board shall have and exercise all the powers of the Association as fully and completely as the Association could at a General Meeting, subject always, however, to the provisions of these By-laws, and the Act. Subject to the foregoing, the powers and duties of the Directors shall include (but not be limited to):
- a) promoting the objects of the Association;
 - b) promoting Membership in the Association;
 - c) issuing Memberships in the Association and collecting the associated Membership fees;
 - d) holding meetings as herein set forth;
 - e) maintaining and protecting the assets and property of the Association;
 - f) making Policies and Procedures from time to time for the operation of the Association and the Facility, with such Policies and Procedures being recorded in an organized manner in the Association's records;
 - g) approving an annual budget for the Association, subject to clause **7.2**;
 - h) paying all expenses and receiving all revenues respecting the operation and management of the Association;
 - i) undertaking, through whatever means the Board determines is advisable, to further the financial position of the Association, including fundraising activities, and to make whatever expenditures as are necessary to carry out its activities;
 - j) appointing Officers, if the Directors have not been elected to specific positions on the Board at a General Meeting, appointing agents, and authorizing the employment of such persons as the Board deems necessary to carry out the Objects of the Association, provided that such Officers, agents and employees shall have the authority and shall perform the duties as may be assigned by the Board;

- k) ensuring that all books and records of the Association required to be created and maintained by these By-laws, by the Act, by any other applicable statute or law are regularly and properly kept, including an updated register of Members;
- l) ensuring that all policies of insurance required to be maintained by the Act, and other applicable statute or law, are acquired and maintained
- m) causing minutes to be kept of each General Meeting and each meeting of the Board;
- n) managing, selling, leasing, disposing of or otherwise dealing with the property of the Association, and entering into contracts on behalf of the Association;
- o) filing such returns, reports and other materials as are required to be submitted under the Act, other statutes or laws; and
- p) having the authority to appoint a Past President to serve in an advisory capacity and to provide continuity to the Board, provided that the Past President shall be a nonvoting member of the Board and shall perform such duties as may be assigned by the Board.

6.3 **Removal of a Director**

6.3.1 A Director shall be automatically removed from office who:

- a) resigns by giving notice in writing; or
- b) is absent from five or more meetings of the Board per year (50% or more), if the Board determines, by Majority Vote, that such Director is to be removed from the Board.

6.3.2 Subject to the other provisions of this clause **6.3** Board shall have the power by twothirds majority of the votes cast by the Directors present at the applicable Board meeting to remove any Director from office:

- a) who fails to act in concert with the Objects of the Association, or the goals and resolutions of the Board;
- b) whose conduct is determined to be improper, unbecoming or likely to discredit or endanger the interest or reputation of the Association; or
- c) who willfully breaches these By-laws, and Policies of the Association.

6.3.3 No Director shall be removed from office without having been notified in writing of the applicable charge or complaint and without having been given the opportunity to be heard or to submit a statement in writing at the Special Board meeting called for that purpose. That Director may be accompanied by another person if the Director attends that meeting of the Board.

6.3.4 A Director whose removal from office has been recommended shall be notified of the proposed removal and the basis thereof at least ten days prior to the called meeting of the Board, and shall be automatically suspended from office until the resolution is dealt with at that meeting. That notice shall either be sent by single registered mail to the last known address of that Director shown in the records of the Association or delivered by two Officers to that address.

6.3.5 The resolution as decided by the Board is final, subject to clause **4.3.1(c)**.

6.3.6 Any Director removed from office shall not be eligible to stand for election or appointment to the Board for a period of two years from the date of removal.

6.4 **Officers of the Board**

- 6.4.1 Except insofar as the Directors have been elected to specific positions on the Board at an Annual General Meeting, the Directors shall elect, by Majority Vote, the Officers, and the Board shall appoint, from amongst the members of the Board, whatever additional members of the Executive Committee may be required. The Board may appoint any vacant office as required to complete the term from amongst the members of the Board.
- 6.4.2 The Officers of the Association shall consist of the President, VicePresident, Vice-President Finance, and Secretary (non-voting). The Board has the authority to designate other Board roles as Officers of the Association which will be done through a majority vote.
- 6.4.3 Subject to clause **5.3.2**, no person may hold the same position as an Officer for more than four two-year terms in succession.
- 6.4.4 Two or more persons who are Legally Related may not be Officers at the same time.

6.5 **Duties of the Officers and Other Board Roles**

6.5.1 The **President** shall:

- a) be responsible for the general supervision of the Association;
- b) chair all meetings of the Association, the Board and the Executive;
- c) act as the official spokesperson for the Association, but may delegate such authority to the Vice-President or such other member of the Board as is reasonably appropriate in the particular circumstances;
- d) be the principal signing authority on all contracts, official documents and correspondence of the Association, and a designated signing authority on all bank accounts of the Association;
- e) with the Secretary, authenticate the official use of the seal of the Association;
- f) be an ex-officio member of all committees of the Board;
- g) be a member of the Executive and the Board; and
- h) carry out other duties pertaining to such office, and such other duties as may be assigned by the Board.

6.5.2 The **Vice-President** shall:

- a) assist the President generally in the performance of the President's duties;
- b) assume the powers and duties of the President in either the temporary or permanent absence of the President, including serving as Chairperson at all meetings in the absence of the President;
- c) be a member of the Executive and the Board;
- d) be a designated signing authority on all bank accounts of the Association and, with the Secretary, on all contracts to be entered into on behalf of the Association in the absence of the President or at the direction of the President;
- e) with the Secretary, authenticate the official use of the seal of the Association in the absence of the President or at the direction of the President;
- f) chair a standing committee, or represent ad hoc committees at meetings of the Board or Executive, as appropriate in the circumstances; and
- g) carry out such other duties as may be assigned by the Board.

6.5.3

The **Secretary** shall:

- a) attend each General Meeting and each meeting of the Board and the Executive and ensure accurate minutes are kept of such meetings;
- b) be in charge of all correspondence of the Association under the direction of the President and the Board;
- c) file the annual return, the audited financial statements, any Special Resolutions, changes in the Directors, amendments to the By-laws and other incorporating documents with the Corporate Registry or any other applicable regulatory body, as required by the Act, and other statutes or laws.
- d) ensure that a record of names and addresses of all Members is kept by the Director responsible for Membership, and cause all notices of various meetings to be sent as required under these By-laws;
- e) ensure that all records of the Association, other than financial records, are properly maintained, including these By-laws and the Policies and Procedures;
- f) keep and ensure the security of the seal of the Association;
- g) with the President or the Vice-President, as applicable, authenticate the use of the seal of the Association;
- h) be a member of the Executive and the Board;
- i) be either a volunteer or paid position; and
- j) carry out such other duties as may be assigned by the Board.

6.5.4

The **Vice President Finance** shall:

- a) ensure the collection of all monies payable to the Association and ensure that all monies paid to the Association are deposited in a chartered bank, treasury branch, or trust company chosen by the Board within thirty days after receipt of those monies with the help of paid Administrative staff of the Association;
- b) disburse the funds of the Association under the direction of the Board and in compliance with these By-laws, and the Act;
- c) be responsible for the care, custody, control and maintenance of the finances and financial records of the Association with the help of paid Administrative staff of the Association;
- d) prepare a preliminary annual budget which shall be submitted to the Board of Directors for approval at the Board Meeting prior to the new fiscal year;
- e) review a monthly report of: revenues, expenditures, investments, amounts due and owing to the Association for more than thirty days after the date that such amounts were due to be paid, and be able to advise the Board at any time of the financial position of the Association;
- f) ensure that an audited financial statement for the preceding Fiscal Year is prepared by the appointed auditors and presented at the Annual General Meeting;
- g) be a member of the Executive and the Board;
- h) be a designated signing authority for all bank accounts of the Association and, in the absence of the President and the Vice-President or at the direction of the President, all contracts to be entered into on behalf of the Association;
- i) chair any finance committee created as a standing committee by the Board; and
- j) carry out such other duties as may be assigned by the Board.

6.5.5

6.5.8

The Board may add additional Board roles based on the needs and priorities of the Association.

6.6 **Other Committees**

6.6.1 The Board may appoint standing or ad hoc committees to assist the Board in its decisions.

6.6.4 The chairperson of any committee shall be a Board member.

6.7 **Ancillary Group**

6.7.1 From time to time, or as needed to further the Objects of the Association, the Board may authorize the sponsorship or support of an Ancillary Group.

6.7.2 An Ancillary Group so sponsored shall have the powers necessary to carry out its purpose, not exceeding the powers of the Association.

6.7.3 Each such Ancillary Group shall have a Director appointed by the Board to function as its liaison.

6.7.4 If an Ancillary Group is determined by the Board, at any time, to be functioning outside its mandate, the Objects of the Association or these By-laws, the Board, by a two-thirds majority of votes cast, shall terminate the sponsorship or support of that Ancillary Group.

6.8 **Affiliated Organization**

6.8.1 Upon approval of the Board, the Association may affiliate with any other organization. All positions taken by the Affiliated Organization, which in any manner are designed to represent the Association, shall be presented to the Board for approval or disapproval.

6.8.2 If an Affiliated Organization is determined by the Board, at any time, to be representing the Association without its approval, the Board, by a two-thirds majority of votes cast, shall terminate the affiliation.

ARTICLE 7 FINANCE AND OTHER MANAGEMENT MATTERS

7.1 **Registered Office**

7.1.1 The office of the Association shall be located within the City of Calgary.

7.2 **Finance and Audit**

7.2.1 The fiscal year of the Association shall be from July 1st through June 30th.

- 7.2.2 All monies belonging to the Association shall be deposited in its name in the bank of trust company account(s) established by the Vice President Finance at the bank or trust company as directed by the Board of Directors.
- 7.2.3 The Board of Directors may open, operate and close out such other bank or trust company accounts, in order to maintain a sinking fund, building fund or otherwise, as the Board of Director requires.
- 7.2.4 Subject to clause 7.2.7, approval by a simple majority of the Board is required for:
- a) any single expenditure not included in the approved budget that exceeds \$5,000, and
 - b) any single expenditure included in the approved budget that is anticipated to be over-expended by the greater of \$5,000 or 5% of the amount included in the approved budget for that expenditure.
- 7.2.5 Subject to clause 7.2.7, the Association may not make any single expenditure anticipated to exceed \$2,000,000 without specific authorization through a Special resolution.
- 7.2.6 In all cases, expenditures or commitments shall be made in accordance with the budget and the authorization levels defined in the Bylaws.
- 7.2.7 The Board of Directors must approve expenditures or commitments for goods or services not included in the budget as otherwise provided by the Bylaws.
- 7.2.8 The Program Leader must approve all expenditures or commitments, providing the expenditures do not exceed budgetary limits.
- 7.2.9 Notwithstanding clauses 7.2.4 and 7.2.5, the Board may proceed with an expenditure for which approval is required under those Clauses insofar as the expenditure is required in an emergency situation to protect the Facility, provided that such an expenditure is then ratified as soon as is feasible under clause 7.2.4 or 7.2.5, as applicable.
- 7.2.10 Under the supervision of the Vice-President Finance, the LBCA Administration shall receive all monies paid to the Association, make disbursements as authorized, keep an accurate account of the financial status of the Association and ensure that all audits of accounts are duly conducted.
- 7.2.11 Each of the President, Vice-President, Vice-President Finance and other special designates shall have signing authority for the Association. Signatures of any two of these signing authorities shall be required on all cheques or other orders for payment, contracts and letters of intent. Any cheque payable to a Director or to a person with whom a director is legally related shall not be signed by that Director.
- 7.2.12 Additional signing authorities may be appointed on an annual basis by resolution of the Board of Directors.
- 7.2.13 The books, accounts and records of the Association shall be audited annually by a duly qualified accountant or by two Voting Members elected for that purpose at the Annual General Meeting, provided that there is no requirement that such a Voting Member be a duly

qualified accountant. The Board will determine any remuneration for such services in the discretion of the Board acting reasonably. However, any such auditor or Voting Member may not be: a) a Director;
b) a Legally Related Person to a Director; or
c) any person who is a business partner or employee of a Director.

7.2.14 The audit report contemplated in clause **7.2.12** shall provide a complete and proper statement of the standing of the books for the preceding Fiscal Year. It shall include:
a) a statement of whether the auditor has had access to the information required to prepare the audit report;
b) a statement of whether the balance sheet and income statement provide an appropriate representation of the financial affairs of the Association; and
c) a clear identification of any exceptions discovered during the conduct of the audit.

7.2.15 **Borrowing**

For the purposes of carrying out its Objects, the Association may by special resolution borrow or raise and secure the payment of money in such manner as it shall require, including issuing promissory notes, mortgages and debentures.

7.3 **Seal**

The Board of Directors shall provide for the safe custody of the Seal of the Association. The Seal shall not be used except as authorized by the Board of Directors which shall make such regulations with regard to the affixing thereof as it deems necessary.

7.4 **Books and Records**

7.4.1 The official books and records of the Association shall be maintained at the general office of the Association under the custody of the Administration, who have responsibility for their maintenance. These records shall include:
a) minutes of all Executive, Board of Directors, and Special Meetings along with a record of attendees;
b) a record of the names, civic addresses, email addresses (if available), and telephone numbers of all Association members;
c) a debenture register (if required);
d) all legal contracts and agreements, insurance policies, and other documents of importance to the Association;
e) Copies of correspondence to or from the Association and other documentation related to the operation of the various programs or functions;
f) a copy of the Policies and Procedures; and
g) a copy of the Calgary Lease/Licence Agreement and other formal agreements;

7.5 **Inspection of the Books**

Subject to any limitations on the disclosure of personal information under the Personal Information Privacy Act (PIPA), Bill 44, the books and records of the Association may be inspected by any Voting Member at any time at the registered office of the Association on the basis set forth in this clause **7.5**.

7.5.1 Any voting member wishing to inspect the books or records must give reasonable notice and arrange a time reasonably satisfactory to the President or Secretary.

- 7.5.2 All financial records of the Association are open for inspection by the Members.
- 7.5.3 Other records of the Association are open for inspection, except for records that the Board designates as confidential.
- 7.5.4 Each Director shall at all times have access to such books and records.

7.6 **Liability and Indemnification**

- 7.6.1 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.

- 7.6.2 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.
- 7.6.3 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.
- 7.6.4 No Member shall be liable in the Member's individual capacity for any debt or liability of the Association.

ARTICLE 8 AMENDMENTS

- 8.1.1 These By-laws shall not be rescinded, altered or added to except by Special Resolution passed at a General Meeting.

- 8.1.2 If there is any conflict between the Act and any part of these By-laws, the provisions of the Act, as applicable, shall prevail and shall have the effect of amending these By-laws to the extent necessary to remedy that conflict without any action on the part of the Association.
- 8.1.3 Any question of procedure not provided for in these By-laws or the Act shall be decided upon by the Board of Directors.

ARTICLE 9 RULES OF ORDER

- 9.1.1 Insofar as they are not inconsistent with these By-laws or any special rules of order of the Association, parliamentary procedures respecting the management of meetings conducted under these By-laws shall be governed by the then current edition of Roberts Rules of Order-Newly Revised.

ARTICLE 10 DISSOLUTION

- 10.1 The Association may not pay any dividends or distribute its property among its Members.
- 10.2 The Association shall be dissolved voluntarily if a Special Resolution to that effect is passed by the Association
- 10.3 At the time of dissolution funds held in the Gaming Account or Consolidated Gaming Account 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.
- 10.4 If the Association is dissolved, any funds or assets remaining after paying all debts of the Association shall become the property of the City of Calgary.

Schedule 1: Lake Bonavista Community Association Boundaries Map

