

(Bannerman Green Not-For-Profit Housing Co-Op Inc.

BY-LAWS

I, William Dunn, of Winnipeg, in the Province of Manitoba, Secretary of **Bannerman Green Not-For-Profit Housing Co-Op Inc.** certify that these are the by-laws of the Cooperative as approved by the members on 15 December 2021.

16 December 2021
Date

Secretary

Submitted to the Companies Office by ordinary mail 16 December 2021

BY-LAWS
TABLE OF CONTENTS

<p style="text-align:center">Section One DEFINITIONS</p> <p>1.01 Definitions</p> <p style="text-align:center">Section Two GENERAL</p> <p>2.01 Financial Year 2.02 Signing Authority & Policies of the Board 2.03 Information Available to Members 2.04 Amendments to By-Laws</p> <p style="text-align:center">Section Three DIRECTORS</p> <p>3.01 Number of Directors 3.02 Quorum 3.03 Director Qualifications 3.04 Directors Must be Members 3.05 Election and Term 3.06 Nominating Candidates for Director 3.07 Tie Votes 3.08 Ceasing to Hold Office 3.09 Removal of Directors by Members 3.10 Vacancies 3.11 Exercise of Authority 3.12 Resolutions in Writing 3.13 Meetings by Telephone / Electronic Means 3.14 Time and Place of Meetings 3.15 Notice of Meeting 3.16 Regular Meetings 3.17 Chairperson 3.18 Conflict of Interest & Remuneration 3.19 Insurance</p> <p style="text-align:center">Section Four COMMITTEES AND OFFICERS</p> <p>4.01 Committee of Directors 4.02 Officers</p> <p style="text-align:center">Section Five DUTY OF CARE AND INDEMNITY OF DIRECTORS AND OFFICERS</p> <p>5.01 Duty of Care of Directors and Officers 5.02 Indemnity 5.03 Dissent</p> <p style="text-align:center">Section Six MEMBERSHIP SHARES, MEMBERSHIPS AND TRANSFERS</p> <p>6.01 Membership Qualifications</p>	<p>6.02 Member's Obligations 6.03 Membership Share Certificate 6.04 Transfer of Membership Shares or Memberships 6.05 Lien for Indebtedness 6.06 Withdrawal of Membership 6.07 Non-Resident Membership 6.08 Automatic Withdrawal – Death 6.09 Termination of Membership for Cause 6.10 Meaning of “for Cause” 6.11 Notice of Board Meeting to Terminate 6.12 Notice of Termination - Decision of Board 6.13 Appeal Process – Housing Appeal Tribunal 6.14 Repurchase of Membership Shares or Repayment of Deposit and Member Loans 6.15 Right of Offset 6.16 Restriction on Taking Property 6.17 Abandoned Personal Property 6.18 Proceeds of Sale 6.19 Process to Force a Member to Change Units 6.20 Dispute Resolution</p> <p style="text-align:center">Section Seven GENERAL RESERVE AND ALLOCATION OF SURPLUS</p> <p>7.01 General Reserve 7.02 Minimum Reserve 7.03 Allocation of Surplus 7.04 Priority of Payment – Repurchasing Membership Shares</p> <p style="text-align:center">Section Eight MEETINGS OF MEMBERS</p> <p>8.01 Annual Meetings 8.02 Special Meetings 8.03 Place of Meetings 8.04 Electronic Meetings 8.05 Notice of Meetings 8.06 Chairperson (and Secretary) 8.07 Persons Entitled to be Present 8.08 Quorum 8.09 Voting at the Meeting 8.10 Voting by Mail-In or Electronic Ballot</p> <p style="text-align:center">Section Nine NOTICES IN WRITING</p> <p>9.01 Method of Giving Notices in Writing 9.02 Undelivered Notices</p>
---	---

Section One
DEFINITIONS

Definitions

1.01 The following definitions apply in these by-laws:

"**Act**" means *The Cooperatives Act*, C.C.S.M. c. C223.

"**articles**" are the articles of the Cooperative and has the same meaning as in the Act;

"**board**" means the board of directors of the Cooperative;

"**by-laws**" means the by-laws of the Cooperative and all amendments in force and effect;

"**Cooperative**" and "**Co-op**" mean **Bannerman Green Not-For-Profit Housing Co-Op Inc.**;

"**entity**" means a body corporate, a trust, a partnership, a fund or an unincorporated organization;

"**housing agreement**" is the contract signed between a member and the Cooperative that sets out the obligations and rights of a member with respect to occupancy of a residential unit owned or controlled by the Cooperative;

"**housing charges**" are the sums payable by a member to the Cooperative, under a housing agreement, and on a monthly basis, for the right to occupy a residential unit owned or controlled by the Cooperative;

"**meeting of members**" means an annual meeting of members or a special meeting of members;

"**member**" means a person with a membership interest in the Cooperative who has complied with by-law 6.01, by-law 6.02, and the articles;

"**ordinary resolution**" has the same meaning as in the Act, but for clarity means a majority vote of persons present at a meeting who are entitled to vote;

"**person**" means an individual or an entity, and includes a legal representative;

"**Project Charter**" means the founding and ongoing principle of the Cooperative's existence, as appended hereto;

"**recorded address**" means, in the case of a member, the address (postal or electronic) of the member as recorded in the members' register; and in the case of a director, officer, auditor or member of a committee of the board, the latest address (postal or electronic) of such persons as recorded in the records of the Cooperative;

"**special resolution**" has the same meaning as in the Act, but for clarity means at least a 2/3rds vote of persons present at a meeting who are entitled to vote;

"**surplus**" means, for any financial year of the Cooperative, the amount that remains after deducting from revenue all operating expenses (see section 1 of the Act for the technical definition).

Section Two GENERAL

Financial Year

2.01 The Cooperative's financial year end is December 31.

Signing Authority & Policies of the Board

2.02 Any two of the president, vice-president, secretary and treasurer of the Cooperative, acting together, shall have signing authority. The board may by ordinary resolution designate another person(s) as having signing authority or the right to vote on behalf of the Cooperative. The board must record any resolution under this section in the board's minutes. The board may adopt policies related to purchasing, borrowing, confidentiality, and execution of instruments that must be complied with at all times.

Information Available to Members

2.03 Subject to section 29 of the Act:

(a) Members are entitled to view or copy information or documents respecting the Cooperative's business unless, in the opinion of the board, such information should be kept confidential.

(b) The board may decide whether it will disclose or make available to inspection an account, record or document of the Cooperative. The board may decide the extent of the disclosure and the time, place, conditions or rules of disclosure.

Amendments to By-laws

2.04 Amendments to the by-laws may be proposed by any member or director of the Co-operative by submitting them to the board. The amendment(s) must then be adopted by ordinary resolution at a meeting of members called at the discretion of the board, but not later than the next annual meeting of members. A copy of any proposed amendment must accompany the notice of meeting at which the amendment will be considered.

Section Three DIRECTORS

Number of Directors

3.01 After the first annual meeting of members, the board may, by ordinary resolution, establish the number of directors within the minimum and maximum stated in the articles. The resolution must be recorded in the board's minutes. Once the number of directors is set, the number must not be reduced to meet quorum.

Quorum

3.02 The quorum for the transaction of business at any meeting of the board is a majority of the number of directors.

Director Qualifications

3.03 No more than one person from each residential unit may serve on the board at one time and no person shall be a director unless that individual:

- (a) is at least 18 years of age;
- (b) has submitted a written application for membership that has been accepted by the board or a person authorized by the board to accept membership applications;
- (c) has purchased and paid for a membership share;
- (d) has received, acknowledged and confirmed their unconditional agreement to the Project Charter; and
- (e) is not in arrears with respect to payment of housing charges;

Directors Must be Members

3.04 A director must be a member of the Cooperative.

Election and Term

3.05 *Directors are elected by members*

(a) Directors are elected by secret ballot at the first meeting of members and at subsequent annual meeting of members. The candidates for director who receive the highest number of votes cast are declared elected until all vacancies are filled.

First and subsequent meeting of members

(b) The members must elect five (5) directors at the first meeting of members. The five candidates who receive the most votes are elected to a two-year term. At each subsequent annual meeting, directors elected to replace those whose term of office has expired shall hold office for two years.

Appointing executive officers

(c) There shall be four executive officers, namely president, vice-president, secretary, and treasurer. The board shall appoint individuals to hold those offices at the first board meeting following each Annual General Meeting.

Nominating Candidates for Director

3.06 Candidates for director may be nominated both by a nominating committee appointed by the board, if any, before the meeting of members, or at the time of the meeting of members by any member present. For clarity, members may declare their own candidacy.

Tie Votes

3.07 In the case of a tie among candidates on the first ballot, those candidates' names must be submitted to a second ballot organized by the chairperson of the meeting. The same rule applies to subsequent ballots that must be held in the event of a tie.

Ceasing to Hold Office

3.08 A director ceases to hold office when the director:

- (a) dies or resigns;
- (b) ceases to be a member by withdrawal or termination of membership;
- (c) is removed from office by the members at a special meeting under by-law 3.09;
- (d) pursuant to by-law 3.03, is disqualified from being a director; or
- (e) is absent from three (3) consecutive regular meetings of the board, unless in the opinion of the other directors one or more of the absences were justified.

Removal of Directors by Members

3.09 Subject to the Act, the members may, by ordinary resolution at a special meeting, remove any director from office. The vacancy created by such removal may be filled by ordinary resolution of the members present at the same special meeting or, if not so filled, may be filled by the directors in accordance with the Act.

Vacancies

3.10 Subject to section 194 of the Act,

*Vacancy where board **can** meet quorum*

(a) If the board can meet quorum and a vacancy on the board arises, the directors may either fill the vacancy by ordinary resolution or continue to run the board without filling the vacancy. This subsection does not apply if the vacancy resulted from either the board's decision to increase the number of directors under by-law 3.01 or from a failure of the members to elect the required number of directors.

*Vacancy where the board **cannot** meet quorum*

(b) If the board cannot meet quorum, or if the vacancy resulted from a failure of the members to elect the required number of directors, the board must call a special meeting of members to fill the vacancy. If the board fails to call the special meeting or if there are no directors, any member may call the special meeting in accordance with the special meeting provisions herein.

Limited term of the replacement director

(c) A person who fills a vacancy may only serve the balance of the term of the director whose departure created the vacancy.

Exercise of Authority

3.11 Resolutions

(a) The board may exercise the powers of the Cooperative, including the borrowing of money, and the provision of security for such borrowing, by passing ordinary resolutions (majority vote) at their meetings. In the event of a tie, the ordinary resolution fails. This is subject to subsection 202(3) of the Act.

Vacancies

(b) In the case of a vacancy, the remaining directors of the board or committee of the board may exercise the powers of the Cooperative so long as there is a quorum at their meetings.

Resolutions in Writing

3.12 An ordinary or special resolution of the board must be in writing and the decision must be recorded in the minutes of the Cooperative.

Meetings by Telephone or Other Electronic Means

3.13 Directors may participate in committee or board meetings by telephone, electronic or other means. All participants, however, must be able to communicate adequately with each other. Directors participating in such meetings are deemed to be present at the meetings.

Time and Place of Meetings

3.14 Board meetings must be held in Manitoba at a time and place of the board's choosing.

Notice of Meeting

3.15 Notice of the time, place and purpose of each board meeting must be given to each director not less than three (3) days before the meeting. A director may personally waive the three-day notice period. This by-law is subject to section 200 of the Act.

Regular Meetings

3.16 The board may set a day, time and place for regular meetings of the board. A notice to that effect must be given to each director. Subject to the Act, no other notice is required.

Chairperson

3.17 The chairperson of any meeting of the board is the president or vice-president. Another director may be appointed chairperson by the directors at the meeting.

Conflict of Interest

3.18 A director or officer who has a conflict of interest as described in section 207 of the Act must declare their conflict of interest in accordance with that section. The following rules apply:

(a) All officers, directors or committee members must carry out their duties honestly, in good faith and in the best interests of the Cooperative rather than in their own best interest.

(b) Directors and officers serve without payment of any kind. However, they may be paid for travel or other expenses while doing business for the Cooperative. The board must authorize these expenses. Directors and officers cannot receive compensation for lost income while doing business for the Cooperative.

(c) A conflict of interest occurs when outside interests or connections (professional, business, volunteer, personal/familial or other) may influence the director's ability to act with integrity, objectivity and independence towards the furtherance of the best interests of the co-op.

(d) When a director has or may have a conflict of interest:

- The director shall declare the conflict of interest in writing or at the board meeting considering the matter.
- If a director does not declare a possible conflict of interest, but another director is aware of one, the other director shall raise the possibility at a meeting.
- The board shall then decide whether there is a conflict of interest. The declaration and the decision of the board shall be recorded in the minutes.
- If there is a conflict of interest, the director cannot vote on the matter and must not be present while the matter is discussed.

(e) In the event that all members of the board are in a conflict of interest, such as in the matter of determining housing charges, members of the board may take part in making a decision, providing always that the decision takes into consideration the long-term viability of the Cooperative and in particular the provisions of by-law 7.

Insurance

3.19 The board must purchase and maintain general property and liability insurance sufficient to protect the Cooperative from losses or third party liability claims. The board may require members or occupants of units owned or controlled by the Cooperative to purchase personal property and liability insurance.

Section Four

COMMITTEES AND OFFICERS

Committees

4.01 The board may appoint committees of members who hold office at the will of the board. The board shall determine the functions and duties of each committee. However, the committee may set out its own procedure in accordance with the Act. All committees are authorized to make decisions based on the best interests of the co-op. All committees are accountable to the board and shall report to the board as directed. No committee shall incur debt, spend funds, or enter into any contract, except with specific approval of the board on a case by case basis.

Officers

4.02 The officers of the Cooperative include the president, vice-president, secretary, treasurer and any other officers as determined by the board. The board may specify the duties, powers, and term of the officers to manage the business and affairs of the Cooperative.

Section Five

DUTY OF CARE AND INDEMNITY OF DIRECTORS AND OFFICERS

Duty of Care of Directors and Officers

5.01 Directors and officers of the Cooperative shall:

- (a) act honestly and in good faith in the best interests of the Cooperative; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (c) not disclose confidential information about the affairs of the Cooperative, its members or employees.

Indemnity

5.02 Subject to the Act, the Cooperative must indemnify directors and officers, former directors and officers, and persons who undertake or have undertaken any liability on behalf of the Cooperative, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by them in any proceeding to which they are made a party by reason of

being or having been directors or officers of the Cooperative, if:

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

Dissent

5.03 Directors are deemed to have consented to any resolution passed or action taken at a meeting of the board or a committee of the board unless they record their dissent within the time and in the manner provided by subsection 213(1) of the Act.

Section Six MEMBERSHIP SHARES, MEMBERSHIPS AND TRANSFERS

Membership Qualifications

6.01 No person can become a member of the Cooperative unless that person:

- (a) if an individual, is at least 18 years of age;
- (b) has submitted a written application for membership that has been approved by the board or a person authorized by the board to approve membership applications; and
- (c) has purchased and paid for a minimum of one (1) membership share.
- (d) has received, acknowledged and confirmed their unconditional agreement to the Project Charter, and accepts the management policies of the co-op.

Member's Obligations

6.02 To apply for membership, a person must express his or her intention to occupy a residential unit, or demonstrate a commitment to the community and residential development represented by the development of the co-op, or both. Members that occupy a housing unit owned or controlled by the Cooperative must sign and comply with a housing agreement and pay housing charges set out in that housing agreement to the Cooperative.

Membership Share Certificate

6.03 The Cooperative is not required to issue formal certificates for membership shares. The Cooperative shall provide a receipt for the purchase of membership shares.

Transfer of Membership Shares or Memberships

6.04 No transfer of a membership or membership share is valid unless it is completed in accordance with the Articles.

Lien for Indebtedness

6.05 If a member owes a debt to the Cooperative, including through arrears in paying housing charges, the Cooperative has and may enforce a lien on:

- (a) the member's shares in the Cooperative;
- (b) any deposit paid by the member to the Cooperative as a condition of occupying a residential unit;
- (c) any legal or equitable interest of the member in the property of the Cooperative; and
- (d) any sum payable by the Cooperative to the member.

Withdrawal of Membership

6.06 A member may withdraw their membership in the Cooperative by giving the Cooperative ninety (90) days notice of their intention to withdraw. The board or a person authorized by the board may, in writing, accept the member's withdrawal on shorter notice. This shall not affect the right or obligations of a remaining spouse or co-resident to continue their occupancy and membership in the Cooperative.

6.07 Non-Resident Membership

Each member will be entitled to one vote up until the time when construction of residential units has reached the point where members are required to pay a final deposit on their unit. At that point, only those members who have paid their Final Share Deposit will be entitled to vote, all others will remain as non-resident members with

no voting rights.

Automatic Withdrawal – Death

6.08 An individual's membership in the Cooperative is deemed to be withdrawn on their date of death. This shall not affect the rights or obligations of a co-resident member to continue their occupancy and right of membership in the Cooperative.

Termination of Membership for Cause

6.09 The board may by special resolution at a meeting of the board terminate the membership of a member for cause. Subject to the housing appeal tribunal process described in by-law 6.12, a member's right to occupy a unit ceases on the effective date their membership is terminated.

Meaning of “for Cause”

6.10 For the purpose of by-law 6.09, “for cause” means:

- (a) failure of the member to pay housing charges as they are due, including regular monthly housing charges, late fees or penalties, or housing charges arising from any payment plan arranged between the Cooperative and the member;
- (b) failure of the member to comply with the terms of the housing agreement signed between the member and the Cooperative respecting member obligations to the Cooperative;
- (c) failure of the member to meet any contractual or debt obligation owing to the Cooperative;
- (d) conduct of the member that is detrimental to the welfare of the Cooperative, or
- (e) surrender of, or abandonment of, possession of the unit.

Notice of the Board Meeting to Terminate

6.11 The member must be given at least seven (7) days' written notice of the board meeting under by-law 6.09 and the notice shall include a statement of the grounds for termination. Notice shall be given in a manner that enables the Cooperative to prove delivery. The member is entitled to appear at the board meeting and shall be given an opportunity to be heard, including through an agent or counsel.

Notice of Termination Following Decision of the Board

6.12 The Cooperative shall give written notice to the person whose membership is terminated within seven (7) days of the board resolution along with a notice of appeal form with the Registrar's contact information. Notice shall be given in a manner that enables the Cooperative to prove delivery.

Appeal Process – Housing Appeal Tribunal

6.13 Appeal to Registrar

(a) Within seven (7) days, excluding Saturdays and holidays, of receiving the notice of termination under by-law 6.12, the person whose membership was terminated may file a written notice of appeal with the Registrar under section 280 of the Act. The appeal will be heard by a special housing appeal tribunal.

Membership and Occupancy Continues

(b) Pending a final decision of the appeal tribunal, the person whose membership was terminated by the board continues to be a member with all rights and privileges of membership, including the right to occupy their housing unit.

Re-Admitting the Member

(c) If the appeal tribunal under section 280 of the Act confirms the board's decision to terminate a person's membership, that person cannot be readmitted as a member of the Cooperative unless by special resolution (2/3rds vote) of members at a meeting of the Cooperative.

Continued Obligation to Pay Housing Charges

(d) The person whose membership is terminated by the board, whether they are appealing the decision or not, must continue to pay housing charges until they vacate their housing unit.

Repurchase of Membership Shares or Repayment of Deposit and Member Loans

6.14 Within a reasonable time, but no later than three (3) months after a person's withdrawal or termination of membership, the Cooperative shall repurchase the person's membership shares that were bought as a condition of membership or acquired as dividends issued by the Cooperative or repay to the person any member loans (paid as a condition of membership in the Cooperative) or deposit (paid as a condition of occupying a residential unit) in accordance with section 246 of the Act. If, as a result of repurchasing a member's share within the three month period stipulated herein, the Cooperative is unable to pay its liabilities as they become due, the board may by resolution extend the time to repurchase the membership for one additional period of up to a maximum of six (6) months.

Right of Offset

6.15 If the Cooperative repurchases a member's shares, repays a member loan, or repays a deposit under by-law 6.14, the Cooperative can offset their payment by accounting for:

- (a) arrears for housing charges or penalties owing under the housing agreement;
- (b) costs to repair the member's unit or appliances/fixtures in that unit, if the damage or disrepair is not the result of normal wear and tear;
- (c) costs incurred to reverse any unauthorized changes made to the member's unit;
- (d) costs of dealing with abandoned personal property (per by-laws 6.17(a) and (b));
- (e) costs for the settlement of third party claims against the former member which if left unpaid would adversely affect the co-op, such as taxes, utilities, builders liens and the like; or
- (f) any other costs or amount related to a debt owed by the former member to the Cooperative.

Restriction on Taking Property

6.16 Subject to by-law 6.17, the Cooperative cannot take a member's property to satisfy amounts due to the Cooperative except by consent or by court order.

Abandoned Personal Property

6.17 If a member or former member of the Cooperative abandons their personal property after ceasing to occupy a unit in the Cooperative, the Cooperative may deal with it as follows:

Property of Little Value

(a) If the abandoned property is worth less than the expected cost of its removal, storage, and sale, the board may dispose of it however it wishes; or

Property of Greater Value

(b) If the abandoned property is worth more than the expected cost of its removal, storage, and sale, the board may sell the property by public auction or an advertised sale if the advertisement will likely attract multiple offers. The board must comply with the process set out in subsection 28(1) of *The Cooperatives Regulation*, C.C.S.M. c. C223.

Proceeds of Sale

6.18 The Cooperative may use the proceeds of a sale under by-law 6.17(b) to offset any amounts owed by a member or former member to the Cooperative, including arrears and the costs of the sale under by-law 6.17(b). Any remaining proceeds of the sale are to be paid to the member or former member in accordance with *The Cooperative Regulation*.

Process to Force a Member to Change Units

6.19 If the board requires a member, against the member's wishes, to move from one unit to another unit owned or controlled by the Cooperative, the board and member must comply with a special process (including a right of appeal) under section 279 of the Act.

Dispute Resolution

6.20 *Dispute Among Members*

(a) If there is a dispute between two or more members of the Cooperative arising from residency in the Cooperative, the board (or a committee or delegate of the board) may direct that the dispute be dealt with in accordance with a dispute resolution process passed by the board for that purpose. If no such

general process has been established the board may determine the process for arbitrating or mediating the specific dispute between the members so long as the process fairly allows each member to participate adequately in the process.

Dispute with the Cooperative

(b) If there is a dispute between a member(s) and the Cooperative arising from the affairs of the Cooperative and not related to proceedings for termination of a membership in the Cooperative, the board must create a three (3) member committee to settle the dispute. The committee must be set-up as follows:

- One person appointed by the member(s) in dispute
- One person appointed by the board
- Third neutral person appointed by the other two committee members

The members of the committee do not need to be members of the Cooperative. The decision of the committee is final and binding on all parties.

Section Seven
GENERAL RESERVE AND ALLOCATION OF SURPLUS

General Reserve and Other Reserves

7.01 The Cooperative shall establish and maintain a general reserve to retain the surplus, if any, for a financial year. The Cooperative shall maintain such other reserves as may be required by agreements made with funding agencies.

Minimum Reserve

7.02 The board may set the percentage of the total assets of the co-op, as reported in the year-end financial statements, which must be retained from the general reserve. The setting of the first such minimum reserve shall take place not more than three months (3) following the determination of the final resident membership pursuant to by-law 6.07.

Allocation of Surplus

7.03 At the end of a financial year, the Cooperative must allocate any surplus into the general reserve. The board may determine how to use the balance of surplus, if any, after complying with the minimum reserve requirement.

Priority of Payment – Repurchasing Membership Shares

7.04 If the Cooperative resolves to repurchase membership shares from members, they must do so in the following order of priority:

- (i) to deceased members whose death has been reported to the Cooperative and where a claim has been made by the estate of that member;
 - (ii) to members who have withdrawn their membership;
 - (iv) to members whose membership has been terminated; and
 - (v) to the remaining members on a proportionate basis.
-

Section Eight
MEETINGS OF MEMBERS

Annual Meetings

8.01 The directors of the Cooperative must hold an annual meeting of members in each financial year of the

Cooperative. The annual meeting is held for the purpose of considering the directors' annual report, the financial statements, the appointment of auditors, the election of directors, and other business as permitted by the Act.

8.02 General Meetings In addition to the annual meeting the board shall hold at least one general meeting of members during the year. As nearly as may convenient the meeting shall be spaced at equal intervals throughout the year.

Special Meetings

8.03 A special meeting may be called by the board at any time, or by 5% of the members who sign and send a written requisition to the board.

Place of Meetings

8.04 Meetings of members shall be held in Manitoba at a place determined by the Board.

Electronic Meeting

8.05 Where the Cooperative has adequate facilities and at the discretion of the Board, members may participate in meetings of members by telephone or electronic means. All participants, however, must be able to communicate adequately with each other. Members participating in such meetings are deemed to be present, including for the purposes of quorum.

Notice of Meetings

8.06 Notice in writing of the time, place, and purpose of each meeting of members must be given to the members between twenty-one (21) and fifty (50) days in advance of the meeting. This is subject to sections 225 and 226 of the Act.

Chairperson (and Secretary)

8.07 The chairperson of the meeting of members is the president or, in the president's absence, the vice-president. By ordinary resolution, another person may be appointed chairperson. Where the secretary is not present, the chairperson may appoint another person to be secretary for the meeting.

Persons Entitled to be Present

8.08 Only members and the Cooperative's auditors are entitled to be present at a meeting of members. The chairperson may invite other attendees.

Quorum

8.09 Quorum at a meeting of members is the lesser of either the majority of members or the number of directors plus three (3).

Voting at the Meeting

8.10 A person that is on the members' register at the time notice of a meeting is sent is entitled to vote. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;
- (b) votes, other than special resolutions, are passed by a majority of members present who are entitled to vote;
- (c) an ordinary resolution or motion fails in case of a tie vote;
- (d) votes are decided by show of hands, unless taken by secret ballot with consent, and the results are reported in minutes of the meeting.

Voting by Mail-In or Electronic Ballot

8.11 Where the Cooperative has adequate facilities and at the discretion of the Board, voting (excluding the election of directors) may take place in advance of the members meeting by mail-in or electronic ballot. A person that is on the members' register at the time notice of a meeting is sent is entitled to vote by mail-in or electronic ballot. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;

- (b) votes, other than on special resolutions, are passed by a majority of members who are entitled to vote and have actually voted within the time period set by the board;
 - (c) an ordinary resolution fails in case of a tie vote; and
 - (d) votes are counted on the day of the members' meeting and the results are reported at that meeting.
-

Section Nine

NOTICES IN WRITING

Method of Giving Notices in Writing

9.01 Where written notices are required to be given to members, officers, directors or committee members, those notices must be sent to the person's recorded address. Additional notices can be sent or published using any type of media as determined by the board. Notice can be waived by the recipient in accordance with the Act.

Undelivered Notices

9.02 If a notice in writing to a member is returned undelivered on three (3) consecutive occasions, the Cooperative does not need to give further notice until the member provides a new recorded address.

APPENDIX: BANNERMAN GREEN CHARTER

The intent of Bannerman Green Not-for-Profit Housing Co-op Inc. is to create a new affordable not-for-profit housing co-operative in North Winnipeg that is founded on the following principles:

- 1. Sustainability:** To create a supportive residential environment in North Winnipeg that demonstrates how to live lightly on the planet, incorporating the highest standards of sustainability and resilience with a commitment to a "climate positive" building with third-party certifications demonstrating net zero energy and zero-carbon production, along with resilience in water, active transportation, food production and sustainable materials.
- 2. Beauty:** Through an inclusive design process to create a place of beauty, simplicity, and wholeness that fits comfortably into the neighbourhood and reflects the history, natural setting, character, and spirit of the wider community.
- 3. Diversity:** To build mixed and integrated housing that embraces diversity in all its manifestations, and includes residents of different ages, economic backgrounds, gender, family sizes, and cultures.
- 4. Accessibility:** To provide accessible and barrier-free access throughout all public areas of the building, ensuring a safe, dignified, and welcoming environment for residents and visitors of all abilities.
- 5. Stability:** To ensure governance of the co-op by a not-for-profit board comprised of residents that will provide stable rents and operating costs, and provide local control in the neighbourhood long into the future.
- 6. Cost-effectiveness:** To target cost-effective construction while not compromising possible additional costs for the commitment to a net-zero goal.
- 7. Participatory decision-making:** To arrive at decisions in a way which is respectful, inclusive, and as informal as possible.