

Sunnyhill Housing Co-operative Ltd. Shareholder's Agreement

This is an agreement between Sunnyhill Housing Co-operative Ltd. [Referred to as "Sunnyhill"] and the following person(s) [referred to as "Member" or "Shareholder"]:

Member 1

Member 2

Member 3

Member 4

The Member has purchased **XXX** shares in the capital structure of Sunnyhill @ **\$1.48** per share for a total cost of **\$XXX**

1. General provisions

The Member and Sunnyhill agree that this document is correct which describes the housing rights and responsibilities of the Member and Sunnyhill. It is based on tolerance and respect for the individual Member plus all Members collectively. Sunnyhill is in compliance with the federal Personal Information Protection and Electronic Documents Act and the provincial Personal Information Protection Act; information collected from Members is subject to this policy.

2. Relationship

The Member has the right to occupy a housing unit and parking as described in Sunnyhill's by-laws and policies. This right is a Shareholder's right and cannot be considered to mean the relationship of landlord and tenant.

3. Occupancy right

- a. The Member has the right to occupy housing unit **#XXX** in Calgary, Alberta plus parking as described in the parking policy.
- b. The Member will occupy the housing unit and parking as described in the move-in policy on **XXX**, and will continue to live in the assigned housing unit until decided as described in the by-laws and policies.
- c. The Member has the right to peaceable possession of the housing unit and to personal privacy.
- d. The Member agrees that the housing unit is to be used only as a residence; unless other written permission is obtained from Sunnyhill.
- e. The Member plus those persons listed on the membership application form have the exclusive right to occupy the assigned unit and parking. The Member agrees

to obtain written permission from Sunnyhill before providing housing or parking to any other persons.

- f. The Member can use community property and facilities as described in the by-laws and policies.
- g. The Member agrees to comply with the following;
 - i. The laws of Canada, the Province of Alberta and the City of Calgary
 - ii. Cooperatives Act
 - iii. Sunnyhill's by-laws and policies
 - iv. Mortgage agreement
 - v. Operating agreement with Canada Mortgage and Housing Corporation
 - vi. Lease agreement with the City of Calgary
 - vii. All other agreements made by SunnyhillThe Member agrees to ensure that all family, guests and visitors also comply.
- h. The Member agrees to respect the rights of other residents, including the right to quiet use and enjoyment plus personal privacy.
- i. The Member will not commit or allow any illegal acts to be committed within the housing unit, parking or in common areas belonging to Sunnyhill.
- j. The Member agrees to preserve and promote the co-operative principles on which Sunnyhill has been founded.
- k. The Member agrees to be an active participant in the operations, management and decision-making process of Sunnyhill.
- l. The Member agrees to make decisions in the best interest of the group, not just in their personal interest.
- m. The Member recognizes that Sunnyhill has entered into an agreement with the federal government which requires verification of the Member's household income. The Member agrees to provide any information required by Sunnyhill to fulfill the requirements of this agreement.

4. Housing charge

- a. The housing charge is set and changed as described in the by-laws and policies. The housing charge is the Member's fair share of the money required by Sunnyhill to conduct business.
- b. The amount of the economic housing charge is decided by the Members. Sunnyhill agrees to give the Members 60 clear calendar days' written notice of any change in the housing charge.

- c. Beginning on **XXX**, the Member agrees to pay the monthly housing charge. Until further notice from Sunnyhill, the housing charge is **\$XXX** per calendar month.
- d. The Member agrees to pay the housing charge to Sunnyhill's office. The Member agrees to submit the payment of the designated amount by 12:01 a.m. on or before the first day of each calendar month. The payment will be made by cheque, certified cheque or money order. The preferred method of payment is to submit twelve post-dated cheques prior to the end of the financial year.
- e. The Member acknowledges that their housing payment will vary as their income varies and may be lower or higher than that paid by other Members. The housing payment is calculated as described in the Housing Charge Calculation & Collection Policy. Any amount of subsidy that is received which is greater than the Member is entitled to must be repaid to Sunnyhill as described in the by-laws and policies.
- f. Any Member who is in arrears is subject to remedies and penalties as described in the by-laws and the Housing Charge Calculation and Collection Policy, the Improper Payment Rule.

5. Additional charges

The Member agrees to pay any additional charges as described in the by-laws and policies.

6. Utilities

- a. Sunnyhill will ensure that all housing units are provided with water, electricity, heat and gas. The Member agrees to pay for the use of these utilities.
- b. The Member agrees to arrange to pay for all utilities and services which are not supplied by Sunnyhill and not included in the housing charge.

7. Right of entry

- a. The Member agrees that Sunnyhill can enter the housing unit of the Member for the purpose of
 - i. Showing the housing unit to a perspective Members once notice of withdrawal has been given or membership and occupancy rights have been terminated
 - ii. Regular preventative maintenance
 - iii. Attending to an emergency situation
 - iv. Periodic unit inspections
- b. Sunnyhill agrees to give the Member 48 hours' written notice of intention to enter the housing unit, except
 - i. For the purpose of regular preventative maintenance which can be arranged by verbal agreement between Sunnyhill and the Member.
 - ii. In the case of emergency where notice is not required

- iii. For annual unit inspections, where the notice required is described in the inspection policy

8. Maintenance

- a. The Member agrees to maintain their housing unit and parking as described in the buildings/maintenance policy. The Member will use materials supplied or approved by Sunnyhill.
- b. Sunnyhill agrees to provide and pay for necessary repairs, maintenance and replacements as described in the buildings/maintenance policy.

9. Alterations

- a. The Member agrees to obtain written permission from Sunnyhill, as described in the buildings/maintenance policy, before making any alterations to their housing unit.
- b. All alterations and improvements become the property of Sunnyhill unless otherwise decided as described in the buildings/maintenance policy.

10. Withdrawal and termination

- a. A Member can give up their membership and move out of their assigned housing unit. The Member agrees to give 2 clear calendar months' written notice to Sunnyhill's office.
- b. The Member agrees to move out of the housing unit as described in the move-out policy.
- c. Sunnyhill agrees to purchase the shares of the out-going Member as described in the by-laws. Any amount that the Member owes to Sunnyhill will be subtracted. The balance will be paid within twelve calendar months after the Member moves out. If there are no disputes over re-payment, the co-op will make this payment within 30 clear calendar days' after the Member moves out.
- d. Sunnyhill agrees that it cannot terminate membership and occupancy rights of any Member except as described in the by-laws and policies.

11. Management and taxes

Sunnyhill agrees to provide and pay for necessary administration and pay for all taxes or assessments owed by Sunnyhill.

12. Insurance and liability

- a. Sunnyhill agrees to carry public liability insurance.
- b. The Member agrees that Sunnyhill is not responsible for damage to any property entrusted to an employee of Sunnyhill, or for loss of any property of the Member, if the Member has granted permission for accesses to any employees while the Member is absent from the housing unit.

- c. The Member agrees that Sunnyhill will not be held liable for loss through theft, fire, vandalism, or otherwise. Sunnyhill will not be held responsible for injury or death to any person, or damage to or loss of property, unless Sunnyhill is found negligent.
- d. The Member agrees to carry personal insurance to protect against fire, theft or damage, including water damage, to property owned by the Member.
- e. The Member agrees to carry personal liability insurance.
- f. The Member will not permit anything to be done or kept in their housing unit that
 - i. Could increase the risk of damage or disaster
 - ii. Could increase the rate of Sunnyhill's insurance premiums, or
 - iii. Could cause any type of insurance to be impossible to obtain or retain.

13. Expropriation

- a. If a housing unit is taken away by any Calgary expropriating authority, the Member's right of occupancy will terminate on the day when that authority obtains possession. All housing charges and other sums due from the Member to Sunnyhill will be paid to that date but no further payments will be required.
- b. In keeping with Sunnyhill's objectives, any compensation received by the Member on expropriation, except for disturbance and relocation expenses, will be the property of Sunnyhill. If the Member receives any compensation under this paragraph, it will immediately be paid to Sunnyhill.

14. Loss of use

- a. If use of the Member's housing unit is lost because of fire or other casualty, a general meeting will decide within 30 clear calendar days whether or not to restore the housing unit. Housing Charges will cease during the period of loss of use, Sunnyhill will not be responsible for providing, or paying for, alternative accommodation during the period of loss of use.
- b. If Sunnyhill decides not to restore the housing unit, it shall either offer the Member the first opportunity to occupy a similar housing unit at Sunnyhill when one becomes vacant or purchase the Member's shares as described in the by-laws.

15. Member's liability for expenses

- a. The Member must meet all obligations described in the by-laws, policies or this shareholders' agreement. If the Member fails to do this, Sunnyhill can perform the obligation at the Member's expense. This can be done with or without notice to the Member. The Member agrees to pay for all expenses including, but not limited to
 - i. All legal fees for instituting, prosecuting and/or defending an action or proceeding arises out of or connected with a default by a member

- ii. The cost of preparing the housing unit and parking for new occupancy
 - iii. The cost of repairs or redecorating which the Member was liable to perform but which were not performed
 - iv. Housing charges, arrears, NSF penalties, plus any other money owed by the Member.
- b. Sunnyhill can set off any outstanding charges against the shares of the Member. The Member acknowledges that a fully paid share account is continuing obligation of Membership. The Board can decide to terminate the membership and occupancy rights of any Member who does not comply.

16. Notice

Any notice from Sunnyhill to the Member will be in writing and will be delivered to the Member's housing unit or in another way decided by the Board.

17. Headings

Headings in the Shareholders' Agreement are for convenience only.

18. Amendments

This Shareholders' Agreement can be amended by special resolution at a general meeting and any changes will be binding on all Members at Sunnyhill.

19. Oral changes

This Shareholders' Agreement cannot be changed orally.

20. Termination of Shareholders' Agreement

This Shareholders' Agreement can be terminated by the Member or Sunnyhill as described in the by-laws and policies.

21. Partial invalidity

If any section of this Shareholders' Agreement or any by-law or policy of Sunnyhill is found to be invalid, it will not affect any other section or document.

22. Priority

Where any conflicts arise between this Shareholders' Agreement and Sunnyhill's by-laws, the by-laws will be followed.

23. Member handbook

- a. It is a right of Membership to have a member handbook and it will contain a copy of this Shareholders' Agreement, the by-laws and all major policies. It is the Member's responsibility to update the handbook as described in the members handbook policy
- b. The Member acknowledges that they have reviewed the policies referred to in the Shareholders' Agreement. The Member understands that they will receive a copy of the member handbook as described in Sunnyhill's move-in policy.

24. More than one person signing

Where more than once person signs this Shareholders' Agreement, it is understood that all persons who sign are responsible for meeting the terms of this agreement.

25. Death of a Member

- a. When there is more than one Shareholder for a housing unit and one shareholder dies, the remaining shareholder will continue to be a shareholder
- b. The Board will by ordinary resolution remove the name of the deceased Shareholder from all co-op documents. The Board will accept as official death notice a copy of the newspaper obituary or a copy of a funeral director's statement of death.

I have read and fully understand this Shareholders' Agreement and I agree to abide by all the terms and conditions.

Date: _____

Member 1

Member 2

Member 3

Member 4

Witness

Sunnyhill Housing Co-operative Ltd.

Chair

Secretary