
INITIAL BY-LAW
85 FIORENTINO STREET CONDOMINIUM
(LOT 22 BLOCK 4 PLAN 57493 WLTO, 85 FIORENTINO STREET, WINNIPEG)

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INITIAL BY-LAW

This is the Initial By-law relating generally to the conduct of the affairs of the Corporation and the Property named **85 FIORENTINO STREET CONDOMINIUM**.

Upon registration of the Declaration, Plan and this Initial By-Law, the Corporation's Initial By-Law shall be as follows:

ARTICLE I
REGISTERED OFFICE

1.01 The office of the Corporation shall be located at such place as the Board may from time to time by Resolution determine.

ARTICLE II
SEAL

2.01 The Corporation may have a seal from time to time.

ARTICLE III
ELECTION OF DIRECTORS

3.01 Number – Until the first meeting of the owners following the transfer of a unit from the Declarant, the affairs of the Corporation shall be managed by a Board of Directors consisting of one Director. After the first meeting of the owners following the transfer of a unit from the Declarant, the affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) directors and not more than three (3) directors.

3.02 Term of office and filling of vacancies – The directors of the Corporation shall be elected or appointed and shall retire in rotation. At the first annual general meeting following the enactment of this By-Law, two (2) directors shall be elected or appointed for a term of office commencing from the date of the meeting until the next annual general meeting and one director shall be elected or appointed for a term commencing from the date of the meeting to the second annual general meeting thereafter following. Thereafter, at each annual general meeting a number of directors shall be elected or appointed to fill the positions of enough of those directors whose term of office has expired to ensure that there are three (3) directors. Each director so elected shall hold office for a term commencing from the date of such meeting to the second annual general meeting following election.

The remaining directors of the Corporation may fill any vacancy in the membership of the board and a person so chosen shall hold office for the balance of the unexpired term of the vacating director.

- 3.03** Vacation of office – The office of a director shall forthwith be vacated:
- (a) if such director fails to comply with any requirements imposed by the Act, the Declaration, or with any valid by-law respecting the qualification of directors;
 - (b) if such director resigns his or her office and gives notice to the Corporation of such resignation;
 - (c) if such director becomes bankrupt or suspends payment or compounds with his or her creditors or makes an authorised assignment or is declared insolvent;
 - (d) if such director is found to be a mentally incompetent person; or
 - (e) if such director dies.
- 3.04** Election and removal – Election of directors need not be by ballot unless demanded. The Corporation may by resolution at a special meeting remove any director before the expiration of his or her term of office and appoint another director in his or her place to hold office until the next general meeting.
- 3.05** Qualifications and consent – Each director shall be eighteen (18) years or more of age and need not be a unit owner. A person shall not be elected a director unless prior to the meeting he or she shall have consented in writing or in person to stand for election.
- 3.06** Voting – In any elections for the Board of Directors, each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

ARTICLE IV
MEETINGS OF DIRECTORS

- 4.01** Notice – Directors' meetings may be held at any place within Manitoba as the directors may from time to time determine. The President may convene a meeting of directors or any director may at any time and the Secretary by direction of the President or any director shall convene a meeting of directors. Notice of such meeting shall be delivered or mailed or telephoned to each director not less than two days (exclusive of the day on which the notice is delivered or mailed or telephoned but inclusive of the day for which notice is given) before the meeting is to take place. The following additional provisions shall apply to the holding of directors' meetings:
- (a) Meetings of the Board of Directors may be held at any time without formal notice if all the directors are present or those absent have waived or have signified their consent in writing to the meeting being held in their absence. No errors or omissions arising through inadvertence in giving notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting. Any director may at any time waive notice of any meeting and may ratify and approve of any and all proceedings taken or had thereat.

- (b) Notice of any directors' meeting need not specify the purpose of the business to be transacted at the meeting except as required by the Declaration or as required by any other by-law of the Corporation.
- (c) After the election of directors at a general meeting of members, the first meeting of the Board of Directors may be held immediately following such meeting or in the case of a director elected to fill a vacancy on the board, no notice of such meeting shall be necessary to the newly elected director or directors in order to legally constitute the meeting, provided that a quorum of directors be present.
- (d) The continuing directors may act notwithstanding any vacancy in their body, but, if their number is reduced below the number necessary for a quorum, the continuing directors may act for the purpose of summoning a general meeting to fill the vacancies, but for no other purpose.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

4.02 Adjourned meetings – If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

4.03 Quorum – A majority of the directors elected from time to time shall form a quorum for the transaction of business.

4.04 Voting – Questions arising at any meeting of directors shall be decided by a majority of votes.

ARTICLE V **DIRECTORS INTERESTED IN OTHER ORGANISATIONS**

5.01 Disqualification – No director shall be disqualified from office by reason of the fact that such director is interested in or participating in the profits of any contract or arrangement made or proposed to be made by the Corporation, whether as vendor, purchaser or by reason of being a member of any partnership, firm or corporation, or otherwise, nor shall any such contract or arrangement be voided nor shall any director interested in such contract or arrangement be liable to the Corporation for any profit realised by any such contract or arrangement by reason of holding office as a director, provided the provisions of paragraph 5.02 are complied with.

5.02 Declaration of interest – It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto.

ARTICLE VI
SUBMISSION OF CONTRACTS OR TRANSACTIONS TO MEMBERS FOR APPROVAL

6.01 Optional Ratification – Subject to the Act and Declaration, and as may be otherwise provided in this by-law, the Board of Directors in their discretion may, but need not, submit any contract, act or transaction for approval or ratification at any meeting of the members called for the purpose of considering the same and any contract, act or transaction that shall be approved or ratified by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Declaration or any other by-law) shall be as valid and binding upon the Corporation and upon all the members as though it had been approved or ratified by every member.

ARTICLE VII
FOR PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 Limitation of liability – No director or officer of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of the office or in relation thereto, unless the same are occasioned by wilful neglect or default.

7.02 Indemnity – Except in respect of any action by or on behalf of the Corporation to procure a judgment in its favour, the Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or a person who acts or acted at the Corporation's request as a director or officer of another corporation of which this Corporation is or was a shareholder or creditor, and his or her heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of such corporation or another corporation, if

- (a) such person acted honestly and in good faith with a view to the best interests of the Corporation, and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, there were reasonable grounds for believing that the conduct was lawful.

ARTICLE VIII
OFFICERS

8.01 Slate of Officers – The Officers of the Corporation shall be the President, who shall be a director, the Treasurer, and the Secretary all of whom shall be elected annually by the Board at its first meeting following its election, and may be removed by a vote of a majority of the Board at any subsequent meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board may from time to time elect such other Officers, including a Vice-President, and designate their powers and duties as the Board shall deem desirable to manage the affairs of the Corporation.

8.02 President – The President shall be charged with the general supervision of the business and affairs of the corporation.

8.03 Vice-President – A Vice-President, if elected, shall in the absence or disability of the President exercise the powers and perform the duties of the President.

8.04 Secretary – The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the members of the Corporation, attend to the giving and serving of all notices to members and directors and other notices required to be given, and keep accurate records of the Corporation, except those required to be kept by the Treasurer.

8.05 Treasurer – The Treasurer shall have custody of all the assets of the Corporation, including funds, securities and evidence of indebtedness, and shall keep the books of the Corporation in accordance with good accounting practices and in accordance with the Declaration and By-laws.

8.06 Variation – From time to time the Board may vary, add to, or limit the powers and duties of any Officer or Officers.

ARTICLE IX
APPOINTMENT OF MANAGER

9.01 Agreement – The Corporation may from time to time enter into an agreement for the management of the property with a person or persons selected by the Corporation in its discretion, for such period and upon such terms and conditions as the Corporation deems expedient. In such agreement or agreements, the Corporation may delegate to such person or persons all of its powers and duties and the duties of the Officers of the Corporation except those that are specifically required by the Act to be exercised by the Corporation, its Board or its Officers.

ARTICLE X
MEETING OF MEMBERS

10.01 Annual General Meeting – There must be a general meeting of the members held within six (6) months after the end of each fiscal year of the Corporation, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the

Corporation to be read and laid before the owners, electing Directors, appointing the auditor, if any, and fixing or authorising the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting.

10.02 Special Meeting – All meetings of members other than annual general meetings shall be special meetings. The Board shall have the power at any time to call a special meeting of members and shall, upon a requisition in writing made by members who own at least twenty-five (25%) percent of the units or by mortgagees who are entitled to vote on behalf of members who own at least twenty-five (25%) percent of the units thereof, convene a special meeting of members. In the event that the Board does not call and hold within thirty (30) days from the date of such requisition a meeting, the owners or mortgagees who gave such requisition may call such meeting which must be held within forty-five (45) days after the day on which it is called.

10.03 Notices – Except as otherwise required by the Act:

- (a) A printed, written or typewritten notice stating the day, hour and place of meeting and specify the business to be dealt with at the meeting in enough detail to allow a unit owner to determine whether he or she should attend or appoint a proxy, shall be served, either personally or by sending such notice in a prepaid wrapper or letter, at least a minimum of thirty (30) days before the date of the meeting to all members who at the close of business on the day immediately preceding the date on which the notice is given are entered on the Register as unit owners addressed to them at their respective units or such other address as may be specified in writing to the Corporation by them, and to all registered mortgagees who at the close of business on the day on which notice is given have filed with the Corporation a request in writing to receive notice of such meetings addressed to them as provided in the notice or as may be recorded in the Registers. Provided always that a meeting of members may be held for any purpose at any time and at any place without notice if the members or mortgagees entitled to notice of such meeting are present in person or represented by proxy at the meeting or if the absent members or mortgagees shall have signified their assent in writing to such meeting being held. Any shareholder or the duly appointed proxy of any shareholder thereof may waive notice of any meeting or any irregularity in any meeting or in the notice. Proof of notice calling the meeting shall be made by certificate by the person giving such notice.
- (b) Where the provisions of this By-law as to notice have been duly observed, the non-receipt of any notice by any member, mortgagee, or director shall not invalidate any proceeding or transaction at any meeting or otherwise.
- (c) Any member, mortgagee, or director may at any time waive any notice required to be given under these By-laws.

10.04 Omission of Notice - The accidental omission to give notice of any meeting or the non-receipt of any notice by any member or members shall not invalidate any resolution passed of any proceedings taken at any meeting.

10.05 Adjournment – The Chair may, with the consent of any meeting at which a quorum is present, or shall, if so directed by the meeting, adjourn the meeting from time to time and from

place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from the time which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of any original meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

10.06 Resolution – At any meeting of members, every question shall be decided by a majority of the votes cast on the question, unless otherwise required by the Act, the Declaration or By-laws of the Corporation.

10.07 No polls unless demanded – At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before the declaration of the result of the show of hands) demanded by at least one member present in person or by proxy, and, unless a poll is so demanded, a declaration by the Chair that the resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Corporation, shall be *prima facie* evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

10.08 Chair of Meeting – The President, or in the President's absence, the Vice-President, if any, shall preside as Chair at every meeting of the Corporation but if they are absent, the members present shall be entitled to choose one of their number to be Chair. The Chair of the meeting is entitled to vote but shall not have a casting vote in addition to his or her original vote.

10.09 Poll – If at any meeting a poll is demanded on the election of a Chair or on the question of adjournment, it shall be taken forthwith without adjournment.

10.10 Manner of taking poll – If at any meeting a poll is demanded on any other question, it shall be taken in such manner and either at once or after adjournment as the Chair directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

10.11 Withdrawal of poll – A demand for a poll may be withdrawn.

10.12 Persons entitled to be present – The only persons entitled to attend a meeting of members shall be the unit owners, mortgagees of units, the auditor of the Corporation, the directors and officers of the Corporations and other persons entitled to vote at such meeting, and any such other persons who, although not entitled to vote at such meeting, are entitled or required under the provisions of the Act, the Declaration or these by-laws to be present at the meeting. Any other person may be admitted to the meeting only on the invitation of the Chair of the meeting, or with the consent of the meeting.

10.13 Mortgagee's Rights – Provided that a mortgagee is authorised to vote at meetings of the members of the Corporation, then the Corporation shall deliver to each such mortgagee, when requested to do so in writing, a copy of minutes of each meeting of the members of the Corporation within seven (7) days after the holding of the meeting. In the event that such minutes disclose that any matter has been dealt with which has not been specifically referred to in the notice calling the meeting, any decision on such a matter shall not be valid until fourteen (14) days

after the mailing of such minutes to each such mortgagee. If any such mortgagee shall object in writing to the decision on such a matter within fourteen (14) days after such mailing, the decision made in connection with such matters shall be deemed not to be binding and shall not be acted upon unless and until it has been ratified at a meeting of the members of the Corporation which has been duly called by a notice specifying that such matter will be considered.

ARTICLE XI **VOTE**

11.01 Entitlement to Vote – At any meeting of members every unit owner shall be entitled to vote who at the close of business on the day immediately preceding the day of the meeting is entered on the records of the Corporation as the owner of a unit. The vote for each owner shall be equal to the percentage allocated to such owner's unit for voting rights in the Corporation as set out in the Declaration. Provided that on a vote by a show of hands, each unit owner shall have one vote. The member may by instrument in writing appoint a proxy who need not be a unit owner to attend and act at any meeting in the same manner, to the same extent and with the same power as if the member were present at the meeting.

11.02 Vote by Co-owners – Co-owners of units may vote by a proxy jointly appointed by them, and in the absence of such a proxy are entitled on a show of hands to one vote for each unit to be cast by such co-owner as is agreed upon by all co-owners of each such unit, but any one co-owner may demand a poll, and on any poll each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his or her interest in the unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the unit of such of the co-owners as do not vote personally or by individual proxy. Provided that the term “co-owner's” as used in this clause, shall include joint tenant, tenants in common, or persons otherwise participating in the ownership of a unit as the case may be.

11.03 Vote of Trustee – Where a unit owner is a trustee, such owner shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and those persons may not vote unless duly authorised to do so by proxy.

11.04 Vote of Mortgagee – Where a mortgagee of a unit contains a provision that authorises the mortgagee to exercise the right of the owner of a unit to vote or to consent at any general or special meeting of members and where the mortgagee desires to exercise such right, the following provisions shall apply:

- (a) Written notice shall be delivered or sent by pre-paid registered post or by or on behalf of the mortgagee to the office of the Corporation;
- (b) The notice shall state according to its terms the extent to which the mortgagee desires to exercise the right of the unit owner to vote or consent as aforesaid;
- (c) The Corporation shall be bound from the date of receipt of such notice to treat the mortgagee as the owner for the purpose of exercise of the right of the owner to vote or consent in accordance with the terms of such notice.

**ARTICLE XII
PROXIES**

12.01 Appointment of Proxy – An instrument appointing a proxy shall be in writing under the hand of the appointer or an attorney duly authorised in writing, or if the appointer is a corporation either under the common seal or under the hand of an officer or attorney so authorised, or signed on its behalf by its duly authorised officers; an instrument appointing a proxy signed by or on behalf of a corporation need not be under seal.

12.02 Proxy for Corporation – Where a corporation is represented by a proxy, such proxy shall be entitled to vote for such corporation on a show of hands and at a poll.

12.03 Form of Proxy - An instrument appointing a proxy may be in the form set out below or in any other usual form:

I/We, _____, being the registered owner(s) of Unit No. _____ hereby appoint _____ as proxy to vote for me/us and on my/our behalf at the meeting of Winnipeg Condominium Corporation No. _____, to be held on the _____ day of _____, _____ and at any adjournment thereof.

Dated _____.

Signature of Unit Owner(s)

12.04 Validity of Vote – A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the sale or transfer of the Unit in respect of which a proxy is given, provided that no intimation in writing of such death, insanity, revocation, sale, or transfer as aforesaid shall have been received by the Corporation at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**ARTICLE XIII
CONDUCT OF MEETINGS**

13.01 Order of Business – The order of business at all meetings of members shall, as far as practical, be as follows:

- (a) Calling of the rolls and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;

- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors and appointment of auditor, if any, if required;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

ARTICLE XIV
QUORUM AT MEMBERS' MEETINGS

14.01 Quorum – Except as otherwise provided in these by-laws or by the Act, at any meeting of members a quorum shall be constituted when persons entitled to vote and owning at least thirty-five (35%) percent of the voting rights in the Corporation or represented by proxy at such meeting. No business shall be transacted at any meeting of members unless the aforesaid quorum is present at the time the meeting proceeds to business.

14.02 Adjournment for Lack of Quorum – If within half an hour from the time appointed for a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the persons present and entitled to vote shall constitute a quorum. No notice of any adjourned meeting is required to be given.

ARTICLE XV
RECORDS

15.01 Required Records – The Corporation shall cause to be kept the following records:

- (a) a minute book containing the minutes of the annual general meetings, special general meetings and board meetings, including the results of every vote, and every waiver and consent given and every resolution made by the board;
- (b) a list of the directors and officers;
- (c) a list of unit owners and mortgagees who have notified the corporation in writing of their name, unit address and address for giving notices and other documents;
- (d) a list of the addresses for giving notices and other documents to those unit mortgagees who have provided that information to the corporation;
- (e) a list of the notices stating that the unit is rented and which indicate the tenant's name, the unit owner's address and the name of the unit owner's designated representative for tenancy matters, if any;

- (f) a list of the notices received stating that the unit is leased and indicating the commercial lessee's name, the unit owner's address and the name of the unit owner's designated representative for commercial leasing matters, if any, and containing a copy of each provision of the declaration with which the commercial lessee must comply and the condominium corporation's by-laws and rules;
- (g) account books showing money received and spent;
- (h) the corporation's declaration and plan;
- (i) the condominium corporation's by-laws and rules;
- (j) every agreement entered into by the corporation or the declarant or the declarant's representative on the corporation's behalf, including every property management agreement, and every deed, lease, licence or easement agreement;
- (k) every current and previous insurance policy and the related certificate or memorandum of insurance and every insurance trust agreement;
- (l) every decision or court order in an action or proceeding to which the corporation is or was a party;
- (m) every record of settlement in a mediation to which the corporation is or was a party;
- (n) every decision of an arbitrator in an arbitration to which the corporation is or was a party;
- (o) every decision of the Director of Residential Tenancies, and every decision on an appeal, to which the corporation is or was a party;
- (p) every legal opinion obtained by the corporation;
- (q) the budget and financial statements for the current fiscal year and for the prescribed number of previous years;
- (r) every auditor's report;
- (s) every income tax return of the corporation and any other records filed or to be filed with the government, the government of Canada or a municipal government;
- (t) all correspondence sent and received by the corporation or the board;
- (u) all financial records, including bank statements, cancelled cheques and certificates of deposit;
- (v) every disclosure statement issued;
- (w) every status certificate issued;

- (x) all other records and documents provided to the corporation by the declarant and as may be required by the Act;
- (y) the records specified in the by-laws;
- (z) the records required by the regulations.

ARTICLE XVI
DUTIES OF THE CORPORATION

16.01 Enumeration of Duties – The duties of the Corporation shall include, but shall not be limited to, the following:

- (a) To collect and receive all contributions toward the common expenses paid by the unit owners or from the mortgagees if the same are collected by the mortgagee and deposit the same in a separate account with a chartered bank, credit union or trust company.
- (b) To take out and maintain in force a policy or policies of insurance as required by the declaration and such additional insurance as the Board may from time to time determine.
- (c) To maintain such staff as may be required to at all times promptly and efficiently carry out its duties in the management of the property.
- (d) To operate, care for, keep up and maintain the common elements including the entering into of such agreements as may be necessary to provide gardening service to the non-exclusive common elements and snow removal from the sidewalks and walkways within the common elements.
- (e) To effect compliance by the owners of units with the Act, the Declaration and the by-laws.

ARTICLE XVII
POWERS OF THE CORPORATION

17.01 Enumeration of Powers – The powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board of Directors, and in such a manner as the Board may deem reasonable;

- (c) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or enure the due and continued operation of the Property in accordance with the Declaration and By-laws of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose;
- (e) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorised by any law, present or future for the investment of trust funds;
- (f) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (g) to lease any part or parts of the common elements except such over which any owner or person has the exclusive use, as agent of the owners.

ARTICLE XVIII
CONTRIBUTIONS TOWARDS COMMON EXPENSES

18.01 Proportion of Contributions – Each unit owner shall contribute to the common expenses in the percentage shown in the Declaration.

18.02 Payment of Contributions – Each owner's monthly contributions to the common expenses as herein provided shall be paid to the Corporation or to the mortgagee of each unit if so requested, or as the mortgagee or the Corporation may otherwise direct, on the first day of each and every month in advance. Contributions due for periods less than a month shall be pro-rated and paid on a per diem basis.

ARTICLE XIX
DEFAULT OF PAYMENT

19.01 Default – Where an owner is in default in the obligation to pay any assessment, penalty or account that the Corporation has a right to recover including any applicable interest thereon prescribed by this By-Law, and including the monthly contribution towards common expenses and contribution to the reserve fund, the Corporation may register a notice of lien as provided in the Act. Where such default continues for a period of ten (10) days, the Corporation may, in addition to any lien or remedy provided for in the Act, enforce payment thereof by action in a court of competent jurisdiction. In either lien proceedings taken in accordance with the Act, or any court proceedings, before or after the filing of a lien in the Winnipeg Land Titles Office or of a claim in a court of competent jurisdiction, there shall be added to any amount found or claimed to

be due and owing all costs of such action, or lien proceedings, said costs to include costs as between a solicitor and his own client and shall include costs of demanding payment of any amount outstanding and due and payable to the Corporation.

ARTICLE XX **FINANCIAL STATEMENTS**

20.01 Contents of Financial Statements – A condominium corporation must prepare financial statements that include:

- (a) a balance sheet;
- (b) a statement of general operations;
- (c) a statement of reserve fund operations;
- (d) the prescribed information relating to the reserve fund study and any update to it;
 and
- (e) any additional statements and information required by the regulations or the corporation's by-laws.

20.02 Financial statements to be made available to unit owners – The condominium corporation must make copies of the financial statements available to the unit owners as soon as practicable after the statements are prepared.

ARTICLE XXI **BUDGET**

21.01 Budget – The Board shall from time to time, at least annually, prepare a budget setting out the estimate of the common expenses for the next ensuing fiscal year and allocate and assess such common expenses amongst the unit owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. A copy of the budget for the next ensuing year, together with the notice of assessment for the unit owners' contribution towards the common expenses for the next ensuing year, shall be forwarded to each unit owner and the mortgagee of any unit who so requests. Until the new budget and notices of assessment have been sent to the unit owners, the unit owners shall continue to pay the amounts that had been established as the basis of the prior annual budget.

ARTICLE XXII **SPECIAL ASSESSMENTS**

22.01 Revised Budget – If at any time during the course of any fiscal year, the Board shall deem that the annual assessments of contributions are inadequate by reason of a revision in the Corporation's estimate of either expenses or income, the Board shall prepare and cause to be delivered to the unit owners or any mortgagee who so requests a revised estimated annual

budget and revised assessments of the contributions to be paid by the unit owners for the balance of such fiscal year and thereafter monthly contributions towards common expenses shall be paid on the basis of such revised assessments.

22.02 Special Assessment – If the board determines during a fiscal year that the common expenses fund will not be sufficient to pay the common expenses for that year, the board may authorize a special assessment for additional contributions to the common expenses for that year.

ARTICLE XXIII
INTEREST - APPLICATION OF PAYMENTS

23.01 Interest on Late Payment – All payments due to the Corporation not paid on or before ten (10) days after the date when due, shall bear interest at the rate of Four (4%) percent per annum above the prime rate charged by the Corporation's bank from time to time from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

ARTICLE XXIV
BANKING ARRANGEMENTS

24.01 Board Determination – The banking business of the Corporation shall be transacted with such Bank, credit union or trust company as the Board may designate, direct or authorise from time to time by resolution, and all such banking business or part or parts thereof shall be transacted on the Corporation's behalf by such one or more Officers or other persons as the Board may designate, direct or authorise from time to time by resolution and to the extent therein provided.

ARTICLE XXV
RULES AND REGULATIONS RESPECTING THE COMMON ELEMENTS

25.01 Common Element Rules – The owners may from time to time make rules respecting the use of the common elements. Any such rules shall be reasonable and consistent with the Declaration and the By-laws and shall be complied with and enforced in the same manner as By-Laws. Such rules may be amended and revoked by a majority of the members present at a meeting.

Where in the rules or regulations reference is made to the term "unit owner" the same shall be deemed to include the owner of the unit or any person occupying the unit with the approval of the owner.

ARTICLE XXVI
EXECUTION OF INSTRUMENTS

26.01 Authority to Sign – Deeds, transfers, assignments, contracts, documents or any instruments in writing requiring the signature of the Corporation may be signed by the President or Vice-President and the Secretary and all such deeds, transfers, assignments, contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorisation or formality. In addition the Board of Directors shall have power from time to time by resolution to appoint any officer or officers, person or persons on behalf of the Corporation either to sign deeds, transfers, assignments, contracts, documents and instruments in writing generally or to sign specific deeds, transfers, assignments, contracts, documents or instruments in writing.

The seal of the Corporation may when required be affixed to deeds, transfers, assignments, contracts, documents and instruments in writing signed as aforesaid or by any officer or officers, person or persons, appointed by resolution of the Board of Directors.

ARTICLE XXVII
FISCAL YEAR

27.01 Current Determination – The fiscal year of the Corporation shall terminate on the 31st day of December in each year or such other day as the Directors may from time to time by resolution determine.

ARTICLE XXVIII
SEVERABILITY

28.01 Partial Invalidity – The invalidity in whole or in part of any paragraph or paragraphs in this By-law or any additional By-laws passed by the Corporation shall not affect the validity of the remaining portions of the paragraph, paragraphs or such By-laws.

ARTICLE XXIX
INTERPRETATION

29.01 Definitions – The terms used herein shall have ascribed to them the definitions contained in *The Condominium Act*, C.C.S.M. c. C170, and any amendments thereto (hereinafter referred to as the "Act"), save that the following terms shall have the particular meaning set out below:

- (a) "Declaration" shall mean the Declaration submitted with this Initial By-Law for registration under the Act by Unison Developments Winnipeg Two Ltd.;
- (b) "member" or "member of the Corporation" (and the plural counterparts thereof) means the unit owners from time to time, in accordance with the Act.

Other terms used herein and defined in Part I of the Declaration shall have ascribed to them the definitions contained in said Part I.

29.02 Headings – The Articles and headings are inserted only as a matter of convenience and for ease of reference and in no way define, limit, or extend any of the provisions of these By-laws nor are intended to affect their interpretation.

29.03 Number and Gender – This By-law is to be read with all changes of number and gender required by the context.

DATED this ____ day of _____, 20____,

Unison Developments Two Winnipeg Ltd.

Per: _____

Name:

Title:

I have authority to bind the Corporation.