

Winnipeg Condominium Corporation No 314

DONWOOD GREEN SOUTH

BY-LAW NO. 1/18

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BY-LAW NO. 1/18

Being the By-Law of Winnipeg Condominium Corporation No. 314 (hereinafter called the "**Corporation**"). This By-Law repeals and replaces By-Law No.1/07, registered in the Winnipeg Land Titles Office as No. 3563181/1.

ARTICLE 1 - INTERPRETATION

1.01 The terms used herein shall have ascribed to them the definitions contained in *The Condominium Act*, Continuing Consolidation of the Statutes of Manitoba, Chapter C170, (hereinafter referred to as the "**Act**"), save that the following terms shall have the particular meaning set out below:

- (a) "Declaration" shall mean the Restated Declaration respecting the Land submitted for registration under the Act by the Condominium Corporation and dated _____ May 22, 2018;
- (b) "member or "member of the Corporation" (and the plural counterparts thereof) shall mean the Unit owners from time to time, in accordance with the Act;
- (c) "register" shall mean the register of names and addresses referred to in Article 15 hereof;
- (d) Other terms used herein and defined in Part I of the Declaration shall have ascribed to them the definitions contained in said Part I.

1.02 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.

ARTICLE 2 - REGISTERED OFFICE

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

ARTICLE 3 - SEAL

3.01 The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the Corporation.

ARTICLE 4 - ELECTION OF DIRECTORS

4.01 Number - Until changed in accordance with the Declaration and Act, the affairs of the Corporation shall be managed by a Board of Directors consisting of no less than three (3) and no more than five (5) directors.

4.02 Term of Office and Filling Vacancies:

- (a) The Board of Directors shall be elected by the members of the Corporation at an annual or special meeting for a term of two (2) years or until their successors are elected. In each year, a number of Directors equal to the number of Directors whose terms have come to an end shall be elected.
- (b) If a vacancy in the membership of the Board occurs, a new member may be appointed by a quorum of the remaining members of the Board to serve until the next meeting of members, or the balance of the term, whichever occurs first.

4.03 Vacation of office - The office of Director shall be deemed to be vacated where a Director:

- (a) Fails to comply with any requirements imposed by the Act, the Declaration or any valid by-laws respecting the qualification of directors;
- (b) Dies;
- (c) Becomes bankrupt or insolvent or makes an assignment into bankruptcy;
- (d) Becomes mentally incompetent or of unsound mind;
- (e) Resigns;
- (f) Misses two consecutive Board Meetings without valid excuse; or
- (g) Remains in unremedied default of obligations to the Corporation for a period of ninety (90) days or more.

4.04 Removal from Office -The members of the Corporation may, by resolution at a special meeting, remove any director from office before the expiration of that director's term and may appoint another director in place of the removed director, to hold office for the balance of that director's unexpired term.

4.05 Qualification and consent - Each director shall be eighteen (18) years or more of age. 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.

4.06 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 5 - MEETING OF DIRECTORS

5.01 Notice - Directors' meetings may be held at any place within Manitoba as the directors may from time to time determine. A meeting of directors may be convened by the President 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 e-mailed, mailed or telephoned to each director not less than two days (exclusive of the day on which the notice is delivered or e-mailed, mailed or telephoned but inclusive of the day for which notice is given) before the meeting is to take place, provided always that 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 the approval of any and all proceedings taken or had thereat.

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.

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.

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.

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.

5.02 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.

5.03 Quorum - A majority of the directors shall form a quorum for the transaction of business.

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

5.05 Meetings by Telephone - If all of the Directors present or participating in a meeting consent, a Director may participate in a meeting of the Board of Directors by means of

such telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a Director participating in such meeting by such means shall be deemed to have been present at the meeting. Any such consent shall be effective whether given for or after the meeting to which it relates and need not be in writing.

ARTICLE 6 - DIRECTORS INTERESTED IN OTHER ORGANIZATIONS

6.01 No director shall be disqualified from office by reason of the fact that the 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 arranged be liable to the Corporation for any profit realized by any such contract or arrangement by reason of that director's holding office as a director, provided the provisions of paragraph 6.02 are complied with.

6.02 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 thereof.

**ARTICLE 7 - SUBMISSION OF CONTRACTS OR TRANSACTIONS
TO MEMBERS FOR APPROVAL**

7.01 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 8 - FOR PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

8.01 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 joining in any receipt or other act for conformity, 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 or her part, or for any other loss, damage or misfortune whatever shall happen in the execution of the duties of office or in relation thereto, unless the same are occasioned by the director's own willful neglect or default.

8.02 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 the heirs and legal representatives of such person, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person 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, such person had reasonable grounds for believing that his or her conduct was lawful.

ARTICLE 9 - OFFICERS

9.01 The Officers of the Corporation shall be the President, the Vice-President, and the Secretary-Treasurer, all of whom shall be directors and 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. The Board may from time to time elect such other Officers and designate their powers and duties as the Board shall deem desirable to manage the affairs of the Corporation.

9.02 President - The President shall be charged with the general supervision of the business and affairs of the Corporation. The President shall act as the Chairperson of each meeting of the Board and of the members of the Corporation.

9.03 Vice-President - The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President in addition to such other duties as may be delegated by the Board.

9.04 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.

9.05 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.

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

ARTICLE 10 - APPOINTMENT OF MANAGER

10.01 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 11 - MEETING OF MEMBERS

11.01 Annual General Meeting - There shall be a general meeting of the members held once each year and not more than fifteen (15) months shall elapse between the date of one general meeting and that of the next, 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 authorizing the Board to fix his or her remuneration and for the transaction of such other business as may properly be brought before the meeting.

11.02 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 twenty-five (25) percent of the common elements or by mortgagees who are entitled to vote on behalf of members who own twenty-five (25) of the common elements, or combination thereof, convene a special meeting of members. In the event that the Board does not within ten (10) days from the date of such requisition, call such a meeting to be held within fourteen (14) days, the owners or mortgagees who gave such requisition may call such meeting which may be held within thirty (30) days from the date of the calling of such a meeting.

11.03 Notices

- (a) A printed, written or typewritten notice stating the day, hour and place of meeting and the general nature of the matters to be considered thereat, shall be served, either personally or by sending such notice in a prepaid wrapper or letter, at least thirty (30) days in the case of an annual general meeting, or seven (7) days in the case of a special meeting, (exclusive of the day of mailing, but inclusive of the day' for which the notice is given) 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. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any shareholder or the duly appointed proxy of any shareholder. 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.
- (d) Notwithstanding the provisions of this paragraph 11.03 relating to the time for and method of giving notice of meetings of the members, where The Condominium Act provides for a greater period of time or different method for giving notice of a meeting of the members, the Corporation shall give notice in accordance with those provisions.

11.04 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 or any proceedings taken at any meeting.

11.05 Adjournment - The Chairperson 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.

11.06 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.

11.07 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 or on 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 Chairperson 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.

11.08 Chairperson of Meeting - The President, or in his or her absence, the Vice-President, if any, shall preside as Chairperson 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

Chairperson. The Chairperson of the meeting is entitled to a casting vote in addition to his original vote.

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

11.10 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 Chairperson directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

11.11 Withdrawal of poll - A demand for a poll may be withdrawn.

11.12 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 Corporation, 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 Chairperson of the meeting, or with the consent of the meeting.

11.13 Mortgagee's Rights - Provided that a mortgagee is authorized 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 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 12 - VOTE

12.01 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.

12.02 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" 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.

12.03 Vote of Trustee - Where a Unit owner is a trustee, he or she 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 authorized to do so by proxy.

12.04 Vote of Mortgagee - Where a mortgagee of a Unit contains a provision that authorizes 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 13 - PROXIES

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

13.02 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.

13.03 An instrument appointing a proxy may be in the form set out below or in any other usual form:

I/We, _____ of the City of Winnipeg, being the registered owner(s) of Unit No. ____ hereby appoint _____ as my/our proxy to vote for me/us and on my/our behalf at the meeting of Winnipeg Condominium Corporation No. 314 to be held on the ____ day of _____, .20__.

Signature of Unit Owner(s)

Signature of Unit Owner(s)

13.04 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 14 - CONDUCT OF MEETINGS

14.01 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 15 - QUORUM AT MEMBERS' MEETINGS

15.01 Except as otherwise provided in these By-laws, at any meeting of members a quorum shall be constituted when persons of the common elements are present in person 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.

15.02 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 16 - RECORDS

16.01 The Corporation shall cause to be kept the following records:

- (a) A copy of all rules and regulations made by the Corporation including all amendments thereto.
- (b) A Register which shall note the name and address of the owner and mortgagee of each Unit who has notified the Corporation of their respective interests in the property. The address of each owner shall be the address of the Unit and the address for each mortgagee shall be the address shown on the mortgage registered in the Winnipeg Land Titles Office unless the Corporation is given notice of a different address by such owner or mortgagee.
- (c) A register of Directors in which are set out the names and addresses of all persons who are or have been Directors of the Corporation with the several dates on which each became or ceased to be a Director.
- (d) Proper accounting records in which are set out all financial and other transactions of the Corporation including, without limiting the generality of the foregoing, records of:
 - (i) all sums of money received and disbursed by the Corporation and the matters with respect to which receipts and disbursements took place;
 - (ii) all sales and purchases of the Corporation;
 - (iii) the assets and liabilities of the Corporation; and
 - (iv) all other transactions affecting the financial position of the Corporation.
- (e) The minutes of all proceedings at meetings of members and directors.

16.02 Every owner of a Unit, and every mortgagee of a Unit, not exceeding the first two mortgagees of anyone Unit, who is entered on the records of the Corporation as such owner or mortgagee, shall, on request, be furnished by the Corporation without charge with a copy of the Minutes of all proceedings at meetings of members.

16.03 Every owner of a Unit, on becoming an owner, shall, on request, be furnished by the Corporation without charge with rules and regulations of the Corporation and all amendments thereto. Additional copies of the rules and regulations of the Corporation shall be furnished by the Corporation to any owner upon payment of such reasonable charge therefore, if any, as the Board may from time to time establish.

ARTICLE 17 - DUTIES OF THE CORPORATION

17.01 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, trust company or credit union.
- (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, roadways, walkways and parking areas within the common elements, other than the sidewalks within the exclusive common elements.
- (e) To effect compliance by the owners of Units with the Act, the Declaration and the By-laws.

ARTICLE 18 - POWERS OF THE CORPORATION

18.01 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) investing reserves held by the Corporation, provided that such investment shall be those permitted by the regulations pursuant to The Condominium Act and amendments thereto;
- (d) 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;
- (e) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure 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;
- (f) 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 authorized by any law, present or future for the investment of trust funds;
- (g) 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;
- (h) 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 19 - CONTRIBUTIONS TOWARDS COMMON ELEMENTS

19.01 Each Unit owner shall contribute to the common expenses in the percentage shown opposite each Unit number in clause 1.03 of the Declaration.

19.02 Each owner's monthly contributions to the common expenses as herein provided shall be paid to the Corporation or to the mortgagee of the 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 20 - RESERVE FUND

20.01 The Corporation shall maintain a reserve fund as required by The Condominium Act to be used for the purposes set out therein. The said reserve fund shall be an asset of the Corporation and in the event of sale by a Unit owner, such Unit owner shall not be entitled to any refund of such owner's percentage share of the reserve fund or any portion thereof. All such interest in the unexpended portion of such reserve fund shall transfer and enure to the purchaser of the Unit.

ARTICLE 21 - DEFAULT OF PAYMENT

21.01 Default and Enforcement

- (a) Where an owner is in default of an obligation to pay a contribution to the Common Expenses, the Corporation may register a notice of lien in the prescribed form under 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. The Unit owner in default shall, in addition to the amount owing to the Corporation on account of common expenses, pay to the Corporation its costs, on a solicitor and client basis, incurred in enforcing payment, whether by way of lien, Court action, or otherwise and all such costs shall be recoverable from the owner of the Unit as if they were unpaid assessments of common expenses.
- (b) In addition to its ability to enforce payment of the contributions to the common expenses, the Corporation may levy fines against the owners as set out in paragraph 21.01 (c) hereof to effect compliance by the owners or occupants of the Units with the Act, the Declaration, the By-Laws and the Rules and Regulations.
- (c) Where an owner or occupant of an Unit has been found, by the Board of Directors, acting reasonably, to be in violation of any provisions of The Condominium Act, the Declaration, the By-Laws or any of the Rules and Regulations adopted by the Corporation, the Board of Directors may impose a fine on the owner of that Unit in such amount, and payable on such terms, as the Board of Directors may determine. The Board of Directors may, but shall not be obliged to, publish its policy relating to fines, including a schedule of the amount of such fines payable by Owners from time to time.
- (d) Where an owner or occupant is in default of an obligation to pay a fine assessed by the Board of Directors for violation as set out in paragraph 21.01 (c), and such default has continued for a period of ten (10) days, the Corporation has the same rights of collection set out in paragraph 21.01(a) hereof as if the unpaid fine were an unpaid assessment of common expenses. Without limiting the generality of the foregoing, the Corporation may register a notice of lien as provided in the Act, and enforce payment through action in a court of competent jurisdiction and in either event, the Corporation shall also be entitled to be paid all costs of enforcement and collection, including legal costs as between a solicitor and client.

21.02 Fines

- (a) If a By-law, Rule or Regulation of the Corporation is contravened by:
 - (i) a Unit owner;

- (ii) a tenant or other occupant of the Unit owner's Unit; or
- (iii) a person permitted to be in any Unit or on the common elements by the Unit owner or by a tenant or other occupant of the Unit owner's Unit;

the Corporation may, after complying with the notice provisions set out in the Act, impose a fine on an owner, which fine shall be \$100.00 or the maximum fine allowed by the Act and any regulations made thereunder (the "Regulations"), whichever is greater. In the case of a continuous or repeated violation, the Corporation may impose a fine as often as once every seven days, or the maximum frequency allowed by Act and the Regulations, whichever is more frequent, and the Corporation may impose a fine as many as 12 times in a 12-month period, or the maximum number of times allowed by the Act and the Regulations, whichever is greater.

- (b) The fine set out in this paragraph 21.02 shall be due and payable within thirty (30) days of notice, for an owner who has, or whose tenant or other occupant of his or her unit has, or a person permitted to be on the units or common elements by the owner or by a tenant or other occupant of the unit has violated this paragraph 21.02, a By-law, Rule or Regulation of the Corporation. Such fine, if not paid or appealed within thirty (30) days, or if an appeal is resolved in favour of the Corporation, may be collected as if it was a common expense contribution, including by way of condominium lien.

ARTICLE 22 - FINANCIAL STATEMENTS

22.01 The Corporation shall at such regular intervals, not less frequent than annually as the Board from time to time establishes, forward to each owner of a Unit and the mortgagee of any Unit who so requests, a full and complete statement of the receipts and expenditures and a Balance Sheet with respect to the common expenses and similar statements with respect to the reserve fund duly certified by the auditor of the Corporation. The Corporation shall, upon request of an owner or mortgagee of any Unit, furnish an up-to-date statement of the state of account between the Corporation and the Unit owner without charge.

ARTICLE 23 - BUDGET

23.01 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 which had been established as the basis of the prior annual budget.

ARTICLE 24 - SPECIAL ASSESSMENTS

24.01 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. Without limiting the Corporation's ability to revise the amount of the monthly assessments on account of the common expenses, the Board may also, at any time, levy one or more lump sum special assessments.

ARTICLE 25 - INTEREST and APPLICATION OF PAYMENTS

25.01 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 One (1) percent per month 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, provided that the notice required is properly given if sent by prepaid first class postage addressed to the Unit owner at the municipal address of the Unit, or such other address as the Unit owner may have advised the Corporation.

ARTICLE 26 - BANKING ARRANGEMENTS

26.01 The banking business of the Corporation should be transacted with such Bank, trust company or credit union as the Board may designate, direct or authorize 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 authorize from time to time by resolution and to the extent therein provided.

ARTICLE 27 - RULES

27.01 The Unit Owners may from time to time make rules respecting the use of the common elements and the units. Any such rules shall be reasonable and consistent with the Declaration and the By-laws and shall be complied with and may be enforced in the manner set out in the Act. Such rules may be made, amended or repealed in the manner set out in the Act.

ARTICLE 28 - EXECUTION OF INSTRUMENTS

28.01 Deeds, transfers, assignments, contracts, documents or any instruments in writing requiring the signature of the Corporation may be signed by any two officers and all such deeds, transfers, assignments, contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization 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.

ARTICLE 29 - FISCAL YEAR

29.01 The fiscal year of the Corporation shall terminate on such day as the Directors may from time to time by resolution determine.

ARTICLE 30 - SEVERABILITY

30.01 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 31 - NUMBER AND GENDER

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

DATED at Winnipeg this 22 day of May, A.D., 2018.

WINNIPEG CONDOMINIUM CORPORATION NO. 314

President Per: [Signature]

Secretary Per: F. Ochoa

Director Per: [Signature]

Director Per: [Signature]

Director Per: [Signature]

STATUTORY DECLARATION –BY-LAW NO. 1/18

**IN THE MATTER OF: WINNIPEG CONDOMINIUM CORPORATION NO. 314
DONWOOD GREEN SOUTH
THE CONDOMINIUM ACT, C.C.S.M. c.C170 (the “Act”)**

I, Terry Czemerynski do solemnly declare that:

I am the President of Winnipeg Condominium Corporation No. 314 (the “Corporation”), I have personal knowledge of the matters herein and I am authorized to make this statutory declaration;

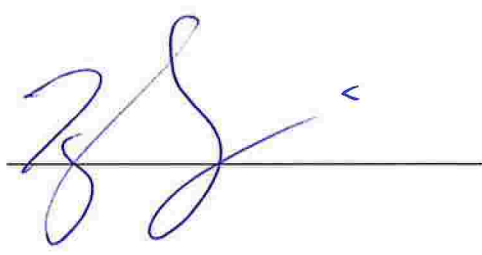
1. By-law No. 1/18 was made in accordance with *The Condominium Act* (Manitoba) (the “Act”)(including the notice provisions thereof), the Declaration, and By-laws of the Corporation.
2. By-law No. 1/18 has not been amended and is still in full force and effect.
3. I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at the City)
of Winnipeg, in the Province)
of Manitoba, this 27 day of July)
2018)

Winston Powkie
WINSTON POWKIE

A Notary Public in and for the Province
of Manitoba or
A Commissioner for Oaths in and for the
Province of Manitoba
My Commission Expires:

4/15/2019



Document Review

The Property Registry
A Service Provider for the Province of Manitoba



Registration #	Type	New Titles
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Condominium Bylaw

Notes
