

Winnipeg Condominium Corporation No 314

DONWOOD GREEN SOUTH

AMENDED AND RESTATED DECLARATION

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Winnipeg Condominium Corporation No 314

Donwood Green South

DECLARATION

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DECLARATION

This Restated Declaration of covenants, conditions and restrictions (hereinafter called "the Declaration"), is made and executed pursuant to *The Condominium Act, Continuing Consolidation of the Statutes of Manitoba, Chapter C170*, (hereinafter referred to as the "Act"), in the City of Winnipeg, in the Province of Manitoba, the 22 day of May, A.D. 2018, by **WINNIPEG CONDOMINIUM CORPORATION NO. 314**, a Corporation having its head office in the City of Winnipeg, in the Province of Manitoba, (hereinafter called "the Corporation"). The Declaration registered in the Winnipeg Land Titles Office on August 15, 1990 as No. 1328246 is hereby amended and the following is an amended and restated version thereof:

WHEREAS:

- A.** This Declaration relates to that certain real property in the City of Winnipeg, in the Province of Manitoba, more particularly described as:

LOT 8, BLOCK 8 PLAN 9133 WLTO
IN RL 52 TO 56 PARISH OF KILDONAN

(hereinafter referred to as the "**Land**");

- B.** It is intended that the land and the interests appurtenant to the land described in Condominium Plan No. 25583 (the "**Plan**") shall continue to be governed by the Act;
- C.** The Corporation intends that the registration of this Declaration will restate the Declaration of a Corporation (as defined in the Act) comprised of Common Elements and thirty-two (32) Units;
- D.** This Declaration establishes for the mutual benefit of all present and future owners or occupants of the property or any part thereof certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the property and the use, conduct and maintenance thereof;
- E.** The several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, as provided by the Act, By-Laws and the Common Element Rules, hereinafter referred to, all of which are declared to be in furtherance of a Plan to promote and protect the co-operative aspects of the property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof;
- F.** The Corporation does not intend to retain ownership of any Units;
- G.** The types of Units and the approximate area of each type of unit and, for each type of unit, the number of Units, the proposed use and any restrictions or qualifications that will apply for each unit are as set out on Schedule "A" to this Declaration;

- H. A description of the number of buildings and structures located on the Land is set out on Schedule "A" to this Declaration;
- I. A description of the Common Elements located on the Land set out in Schedule "A" to this Declaration
- J. The purpose of this restatement is to delete redundancies and update the statutory references and requirements, knowing that amendments continue. This Amended and Restated Declaration shall replace the Declaration registered at the Winnipeg Land Titles Office on the 15th of August, 1990, and subsequent registered amendments thereto.

NOW THEREFORE THE CORPORATION HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTORY

1.01 Definitions

- (a) All definitions contained in the Act shall apply to this Declaration;
- (b) "Act" means *The Condominium Act*, C.C.S.M., Chapter C170 and amendments thereto;
- (c) "Board" means the Board of Directors of the corporation;
- (d) "Corporation" means Winnipeg Condominium Corporation No. 314;
- (e) "Declarant" means 2404559 Manitoba Ltd., the original Declarant;
- (f) "Land" means the land referred to in Recital A.
- (g) "Plan" means the Condominium Plan registered in the Winnipeg Land Titles Office as No. 25583; and
- (h) "Withdrawal" shall mean withdrawal of the property from the Act and shall include withdrawal as a result of damage.

1.02 Submission of Property to the Act

The recitals herein are true, and the Land, together with all interests appurtenant thereto, is submitted to the provisions of the Act, and by virtue of the Act, the terms of this Declaration, the Plan, the By-Laws and the Common Element Rules are imposed upon the Property for the benefit of all the Units and all persons interested herein from time to time.

1.03 Particulars of Units

The Units and boundaries thereof are as shown in the Plan and the percentages allocated to each unit in which the owners are to have voting rights in the Corporation, to share in the Common Elements, to contribute to common expenses, to receive credit for interest earnings from the investment of money in the reserve fund, to receive credit for interest received from owners upon late payment of contributions to the reserve fund, and to have debited with an expenditure out of the money in the reserve fund, shall be as follows:

Unit Proportions:

2 Bedroom Units	2.72%	Unit Nos. 1, 2, 7, 13, 20, 26, 31 & 32
3 Bedroom Units	3.26%	Unit Nos. 3, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 27, 28, 29 & 30.

1.04 Name of Buildings

The name of the five building complex is Donwood Green South.

1.05 Intentions

All of the Property is held, and shall be held, conveyed, mortgaged, encumbered, leased, occupied and improved subject to and together with the following covenants, conditions, restrictive uses, limitations and obligations, all of which are declared to be in furtherance of a plan for the improvement of the total Property, and all parts thereof, and the subdivision thereof, and to enure to the benefit of and to be binding upon any persons acquiring or owning an interest in the Property and their respective grantees, successors, heirs, executors, administrators and assign.

PART II - UNITS

2.01 Meaning of "Unit"

Wherever in any agreement respecting a unit, or in this Declaration, the By-laws, the Common Element Rules or any mortgage or conveyance of a unit, the term "unit" or "Unit" is used, it shall include for all purpose the interest in the Common Elements appurtenant to such unit unless a contrary intention is specifically stated. The boundaries of the Units are as shown on the Plan.

2.02 Occupation and Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose;

- (b) No unit shall be occupied or used by anyone in such a manner as to result in an increase in the risk of fire loss or the cost of fire insurance on the Property or the risk of the cancellation or threat of cancellation of any policy of insurance referred to this Declaration;
- (c) No unit shall be occupied or be used by anyone in such a manner as to interfere with the reasonable use, occupation and quiet enjoyment of any other unit or of the Common Elements.
- (d) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration and the By-laws and the rules and regulations passed pursuant thereto;
- (e) Any owner leasing a unit shall, prior to the commencement of the tenancy, provide the tenant or tenants with a full and current copy of each of the Declaration, By-Laws and Rules of the Corporation and shall, in the event of any amendment to the Declaration, By-Laws or Rules of the Corporation during the currency of any lease, provide the tenant or tenants with copies of any such amendments, within fourteen (14) days of receiving them from the Corporation. The owner of each unit shall comply with and shall require all tenants, residents of and visitors to comply with the Act, of the Declaration, By-Laws and Rules of the Corporation;
- (f) No owner shall lease the unit unless he or she causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

“I, _____, covenant and agree that I, _____ will, in using the Unit rented to me and the Common Elements, comply with *The Condominium Act*, the Declaration and the By-Laws and all Rules of the Condominium Corporation during the term of my tenancy”.
- (g) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses in which case the tenant shall deduct from the rent payable to the owner, the owner's share of the common expense, and shall pay the same to the Corporation.
- (h) Any owner leasing a unit shall not be relieved hereby from any of his or her obligations with respect to the unit, which shall be joint and several with the tenant.
- (i) No owner shall:
 - (i) make any structural change or alterations in or to any bearing wall within a unit;
 - (ii) alter any plumbing or electrical work within a bearing wall or ceiling within a unit;

- (iii) alter the exterior design or colour of any part of the unit normally visible from the exterior thereof, including any change to the doors, windows, patios and decks;
- (iv) make any change to an installation on the Common Elements, including the planting of any vegetation on any part thereof;
- (v) maintain, decorate, alter or repair any part of the Common Elements;

without the prior written consent of the Board, which consent may be arbitrarily or unreasonably withheld in the Board's sole discretion. A Unit owner wishing to take any of the actions outlined in sub-clauses (i) through (v) herein shall first submit detailed plans and specifications for all work to be performed to the Board of Directors and shall provide sufficient time before work is to commence to allow review by the Board. In all cases where the Board approves any such work, the provisions of sub-clauses 2.02(j) through 2.02(o) shall apply.

- (j) Before any work approved by the Board under sub-clause 2.02(i) ("Approved Renovations") commences, the owner shall first obtain any and all necessary building permits or other approvals that may be required by a governmental authority and shall either provide to the Corporation copies of all such permits and approvals or establish to the satisfaction of the Corporation that no permits or approvals are required.
- (k) All Approved Renovations are to be carried out by (where applicable) licensed workers, in a good and workmanlike fashion and in full compliance with all applicable legislation, including, without limiting the generality of the foregoing, all workplace safety and health legislation and regulations. No unsecured materials or refuse are to be left at any time in any of the common areas of the building and all unsecured materials and refuse must immediately be removed from the property.
- (l) Notwithstanding any other provisions of this Declaration, and in particular, the obligations respectively of the Corporation and the owners in connection with repairs and maintenance, each owner will solely be responsible for repairing and maintaining the Approved Renovations. Each owner will, in addition, be responsible for any damage directly or indirectly resulting to the Unit or any other Units or the Common Elements out of the failure of the owner so to maintain and repair.
- (m) In the event that a condition relating to the Unit should arise which is directly or indirectly attributable to the construction of the Approved Renovations that has an adverse effect on the Common Elements or other Units that cannot be rectified to the reasonable satisfaction of the Corporation, then the owner will, immediately upon the request in writing of the Corporation to do so, make any necessary repairs at the sole cost and expense of the owner.

- (n) The owner who has performed Approved Renovations shall indemnify and agree to save the Corporation harmless from any and all claims, actions, causes of actions, costs, damages and expenses which occur or arise as a direct or indirect result of the Approved Renovations including without limitation, any and all structural damage to the Unit or other Units or any of the Common Elements. The owner will be solely responsible for any engineering, legal or other consulting costs incurred by the corporation in connection with the Approved Renovations, including any engineering, legal or other consulting costs incurred by the Corporation in the course of reviewing the proposal to make Approved Renovations and those to be incurred thereafter.
- (o) Except in the case of an emergency, all maintenance, renovations and repairs shall be performed between 8:00 A.M. and 6:00 P.M., Monday through Saturday only.
- (p) No garbage cans, recycling bins, bags, bins, boxes, or other receptacles of any kind may be kept outside of a Unit, and owners shall only dispose of garbage, recycling, and other waste via the large bins provided and maintained by the Corporation.
- (q) No animal, livestock, or fowl or any kind, other than a pet shall be kept or allowed in any Unit, and no pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept or allowed in any Unit or in any other part of the property. Any owner or occupant who keeps a pet on the property or any part thereof shall, within 2 weeks of receipt of a written notice from the Board or Manager requesting the removal of such pet, permanently remove such pet from the property.
- (r) Nothing may be thrown out of the windows or doors of a Unit. Mops, brooms, dusters, rugs, bedding and the like may only be shaken from the rear entrance of a building constructed on a Unit away from the street side.
- (s) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit without the prior written consent of the Corporation, except that a "For Sale" sign may be placed on the inside of a window of a Unit.
- (t) The water and sewer system and all plumbing apparatus may only be used for the purposes for which they were designed. No sweepings, rubbish, rags, ashes or other substances shall be flushed or emptied into any part of the water and sewer system or plumbing apparatus. Any damage arising from misuse of the water and sewer system or plumbing apparatus shall be the responsibility of the owner of the Unit.
- (u) No laundry shall be hung other than on the inside of a building constructed on a Unit.

- (v) No Unit shall be occupied or be used by anyone in such a manner as to interfere with the reasonable use, occupation and quiet enjoyment of any other Unit or of the Common Elements.
- (w) No owner shall leave water running on or in a Unit unless it is in actual use.
- (x) No owner shall overload the electrical circuits in a Unit.

2.03 Maintenance By the Corporation

- (a) The Corporation shall maintain (in addition to the Common Elements) and repair the following parts of the Units:
 - (i) All exterior walls excluding doors and windows;
 - (ii) The complete project structure, including interior load bearing walls, and excluding all interior dry walls and interior partitions and private areas of all individual Units;
 - (iii) The complete project plumbing system, except:
 - A. all fixtures and traps;
 - B. pipes situated in the interior of all Units except those pipes which services more than one unit: and
 - C. pipes for the exclusive use of any unit from the point at which such pipes join pipes servicing that unit together with one or more other Units, or, where such pipes run into the ground before joining any pipes servicing more than one unit, where such pipes enter the ground;
 - (iv) The complete project electrical system including the meter box and all wires from the main lines to the point at which the lines enter the Units, but excluding all electrical wiring thereafter situated on the interior or exterior of any Units, and excluding the electrical system in the Units;
 - (v) The parking areas.
- (b) By the Unit Owner:
 - (i) Each owner shall maintain and keep in good repair the parts of the unit not required to be maintained by the Corporation pursuant to the sub- clause (a) hereof including without restricting the generality of the foregoing all fixtures in Units such as refrigerators, electric ranges, hot water tanks and

all other appliances and fixtures, and the kitchen and bathroom exhausting system (including duct work) if any, including ceiling and hood-mounted exhaust fans and grills, the heating system; all windows and doors; all pipes and utility lines located within the Units; notwithstanding that such maintenance may be required as a result of reasonable wear and tear;

- (ii) For clarity, each owner shall maintain those portions of the electrical system situated on the interior of his or her unit which are for the exclusive use of his or her unit from the point at which such cables, wires, and equipment join cables, wires and equipment servicing that unit together with one (1) or more other Units. Those portions of the electrical system which serve more than one (1) unit shall be maintained exclusively by the Corporation and no owner may perform any maintenance, repair, replacement, improvement, addition, alteration, or change of any kind to such portions of the electrical system.
- (c) Subject to the provisions of the Act and this Declaration, the Condominium Corporation shall repair the Units and Common Elements after damage; PROVIDED HOWEVER that a unit owner shall pay the cost of repairing damage to the unit to the extent that such costs are not recoverable under insurance required to be held by the Condominium Corporation, but this shall not relieve the owner described in sub-clause (d) from the liability to compensate the owner of the damaged unit described in this sub-clause;
- (d) Notwithstanding the foregoing, any unit owner, who, by actions or conduct, causes damages to that owner's unit, any other unit, or the common element, shall be responsible for the repairs of and compensation for such damages, PROVIDED HOWEVER that the Condominium Corporation shall apply to the repair of and compensation for such damages, insurance proceeds payable in connection therewith under any policy or policies held by the Corporation; and
- (e) The Corporation may perform maintenance and make repairs that an owner is obliged to perform and make and that the owner does not perform and make within a reasonable time; and in such event, an owner shall be deemed to have consented to having such maintenance performed and repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation in order to collect the cost of such maintenance and repairs, and all such sums of money shall bear interest at the rate of six (6%) percent per annum, in excess of the prime rate of interest charged from time to time at the Main Branch of the Royal Bank of Canada, Winnipeg, such other rate as may be approved by By-law. The Corporation may collect all sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and are recoverable as such.

PART III - COMMON ELEMENTS

3.01 Use of Common Elements

The whole or any part of the Common Elements may, except as herein provided, be used by all the owners from time to time subject to the provision of the Act, this Declaration, the By-laws and the Common Element Rules

3.02 Maintenance and repair of Common Elements

- (a) Subject to the proviso herein contained, the Corporation shall maintain and repair the Common Elements, including without limiting the generality of the foregoing, those portions of the Common Elements to which any owner is entitled to exclusive use; provided however that each owner shall be responsible to maintain and keep in good repair any patio forming part of the Common Elements and which the owner is entitled to exclusive use thereof and each owner shall be responsible for the cleaning and snow removal of those portion of the Common Elements to which that owner is entitled to exclusive use (except parking stalls). Notwithstanding the foregoing, no owner shall make any change in and to the doors, windows or patio aforesaid, which would have the effect of altering the exterior appearance of such doors, windows or patio except in accordance with the provisions of sub-clauses 2.02(i) through 2.02(o).
- (b) The Corporation may make repairs and perform maintenance that an owner is obligated to make and perform in accordance with this clause 3.02, and that the owner does not make and perform within a reasonable time, and in such event the provisions of sub-clause 2.03(e) shall be applicable.

3.03 Exclusive Use Common Elements

- (a) Subject to the provisions of the Act, this Declaration, the By-laws and the rules and regulations passed pursuant thereto:
 - (i) The owners of each unit shall have the exclusive use of the patio, doors and windows attached to each unit;
 - (ii) The owner of each unit shall have the exclusive use of at least one (1) parking stall in the parking area located on the property, as may be designated by the Board of Directors of the Corporation from time to time, and each owner may lease the exclusive right to use such parking stall from time to time; and;
- (b) Parking spaces, originally designated by the Declarant for the exclusive use of a unit owner may be re-designated to another unit owner by the Board of Directors of the Corporation from time to time provided the first unit owner consents in writing to such re-designation. Unit Owners entitled to exclusive use of one (1) or more parking spaces shall be entitled to lease such parking spaces to other unit owners

upon such terms and conditions as such unit owners shall agree upon, provided however, that notification of such leasing arrangements shall forthwith following the making thereof be communicated to the corporation.

- (c) The owners shall limit their use of electrical power supplied to the parking areas to the use of block heaters only. The use of interior car warmers is prohibited.

3.04 Restrictive Access

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the Common Elements used from time to time as for any building maintenance, storage areas, Manager's Office, roof, operating machinery or other parts of the Common Elements used for the care, maintenance or operation of the Property.

3.05 Substantial Changes

The Corporation, in making any addition, alteration or improvement to the Common Elements, or any change in the assets of the Corporation shall obtain such vote and/or consent of owners as is prescribed in the Act.

3.06 Changes Required by City or Government

Where a substantial change in the Common Elements or a substantial addition to the assets of the Corporation is required by the City or any other governmental authority to be done within fifteen (15) days or less, the Corporation shall comply without a meeting or a vote. When a city or governmental authority requires a substantial change in the Common Elements or a substantial addition to the assets of the Corporation within any other specified period of time, the Corporation may make such changes in the procedure as may be reasonably necessary to comply with the specified time allowed, and the proceeding shall in all respects be as binding as if all necessary formalities has been complied with.

PART IV - COMMON EXPENSES

4.01 Specifications of Common Expenses

Common expenses shall be as defined in the Act and shall include:

- (a) All sums of money levied against or charged to the Corporation on account of any and all utilities and Corporation on account of any and all utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - (i) Waste disposal;
 - (ii) Maintenance materials, tools and supplies;
 - (iii) Snow removal and landscaping;

- (iv) Electricity supply to the parking areas and exterior lighting;
 - (v) Water supply to the Units and Common Elements; and
 - (vi) All office furniture, equipment, services and supplies, required for the efficient conduct of the duties of the property manager.
- (b) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property;
 - (c) Remuneration payable pursuant to any management contract which may be entered into between the Corporation and a Property Manager;
 - (d) The cost of materials, furnishings and equipment for use in and about the Common Elements including the repairs, maintenance or replacement thereof;
 - (e) Insurance premiums for insurance coverage maintained by the Corporation;
 - (f) Fees and disbursements of the solicitor and auditor or accountant of the Corporation;
 - (g) The cost of any appraisals made pursuant to this Declaration;
 - (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation providing that each borrowing must be approved by the owners at a meeting duly called for the purpose of obtaining such approval;
 - (i) All costs and expenses associated with any Units owned from time to time by the Corporation, including without limiting the generality of the foregoing, Units occupied by a caretaker, manager or superintendent of the property; and
 - (j) All further specifications of common expenses, which from time to time shall be the obligation of the Directors of the Corporation, and their determination, shall be binding on the owners.

4.02 Unit Taxes not included in Common Expenses

Taxes on each Unit and Common Elements appurtenant thereto do not form part of the common expenses and are the responsibility of the unit owner.

4.03 Payment

Each owner shall contribute to the common expenses in the percentage set forth in clause 1.03 hereof. Each owner's share of the common expenses as herein provide without

deduction or set-off to the Corporation by pre-authorized debit, cash or by cheque payable to the Corporation in accordance with the provisions of the By-laws of the Corporation.

4.04 Priority

All liens filed by the Corporation against any Units shall have the priority appointed to them according to the Act.

PART V - RESERVE FUND**5.01 Reserve Fund**

The Corporation shall establish and maintain reserve fund or reserve funds in accordance with the Act.

- (a) Each owner shall contribute proportionately to the Reserve Fund of the Corporation in the percentage set forth in article 1.03 hereof. Each owner's share of the Reserve Fund shall be paid to the Corporation in accordance with the By-laws of the Corporation.
- (b) The Reserve Fund account kept for each Unit shall be credited with a proportion of the interest earnings resulting from the investment of monies in the Reserve Fund or received from owners upon the late payments of contribution to the Reserve Fund and shall be debited with a proportion of any expenditure out of the money in the Reserve Fund of the Corporation, as the case may be, in the percentage set forth in article 1.03 hereof.

PART VI - PROPERTY DAMAGE**6.01 Corporation to Repair Units and Common Elements After Damage**

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the Units and Common Elements after damage.

6.02 Procedure When Damage Occurs**(a) Board to Determine Extent of Damage**

Where damage to the Units and Common Elements occurs, the Board, in accordance with Section 184(1) of the Act, must determine within thirty (30) days of the occurrence whether there has been damage to the extent that the cost of repair would be at least twenty-five (25%) percent of the value of the Units and Common Elements immediately prior to the occurrence.

(b) Damage Less Than Twenty-Five Percent

Where the damage is determined by the Board under sub-clause 6.02(a) hereof to be less than twenty-five (25%) percent of the value of the Units and Common Elements immediately prior to the occurrence, the Corporation shall repair the Units and Common Elements within a reasonable time, save for any improvements that may have been made to any unit beyond the standard unit as described in article 6.03 herein.

(c) Damage More Than Twenty-Five Percent

- (i) Where the damage is determined under sub-clause (a) hereof to be at least twenty-five (25%) percent of the value of the Units and Common Elements immediately prior to the occurrence, the Board must within fifteen (15) days of determination, hold a general meeting of unit owners to consider a proposal to withdraw the entire property from governance by the Act. The notice to the owners must include:
 - A. a statement that substantial damage has occurred;
 - B. a statement that a notice of withdrawal is required to be registered if unit owners owning at least eighty (80%) percent of the Units and Common Elements, give their written consent to the withdrawal;
 - C. and any additional information required by the regulations.
- (ii) If the unit owners give their consent at the meeting or within 30 days after that meeting, the Corporation must, within 10 days of the giving of consent, submit a notice of withdrawal to the district registrar for registration in accordance with Section 260 of the Act.
- (iii) If the required level of consent for the withdrawal of the property is not obtained, the Corporation must repair the damage within a reasonable time.
- (iv) Where the damage is determined under sub-clause 6.02(a) hereof to be at least twenty-five (25%) percent of the value of the Units and Common Elements immediately prior to the occurrence and if the costs of repairing the damage is covered by insurance to the extent of ninety-five (95%) percent or more, all of the owners shall and do hereby agree to vote in favour of repair when voting for repair after damage.

6.03 Adjustment of Losses and Decisions Regarding Reconstruction

All decisions with regard to repair, adjustment of losses and letting of repair contracts, (except the decision whether or not to repair, which shall be-made as provided in article 5.02 hereof) shall be made by the Corporation acting through its Board of Directors. The authority

of the Corporation shall include the right to make decisions regarding the type of materials to be used and the timing of and method of repair, provided however that the decoration and interior finishing of each unit shall be in the discretion of the owner, and provided further however that any excess in the cost of such interior decorating of a unit over and above the cost of restoring the unit to the standard unit described in 5.04 below its original condition shall be paid by the owner.

6.04 Standard Unit Description

For the purpose of determining responsibility for repairing improvements after damage and insuring them, the following standard unit description applies as a standard unit description of a unit in its original condition.

A Standard Unit consists of :

(a) Unit Type A

- Kitchen and living room with a section considered a dining area on the main floor.
- Plywood cabinets in kitchen, with a single sink and laminate counter tops with a Standard Electric stove and fridge. Vinyl sheet flooring.
- Living room and dining area have hardwood floors or carpeting.
- Second floor has a four-piece bathroom with sheet vinyl flooring and two bedrooms, one with carpeting and the master with hardwood floors or carpeting.
- The bathroom has a bath tub with a shower, a pole to place a shower curtain on, and basic plywood structure structure with a sink.

(b) Unit Type B

- Powder room with a toilet and a simple vanity sink and an exhaust fan on main floor.
- Kitchen has basic plywood cupboards with laminate counters and a single sink, and vinyl sheet flooring, two lights, one over the sink in front of the window and one over the suggested dining area.
- Living room has hardwood floors or carpet
- Second floor has a four-piece bathroom, including tub with a shower, toilet and sink mounted in a simple plywood cabinet and a mirror on the wall.
- The master bedroom has hardwood floors or carpeting.
- Two smaller bedrooms have vinyl sheet flooring as do the halls and stairs.

6.05 Abatement After Damage

Subject to sub-clause 6.06 hereof, if a unit is rendered uninhabitable as a result of damage, the contribution of the owner towards common expenses shall abate until the unit is restored.

6.06 Capital Expenditures Not To Abate

Sub-clause 6.05 shall not apply to expenses that benefit the Property permanently, nor to the cost of rebuilding.

6.07 Copy of Plans and Specifications

A set of the original plans and specifications of the Property and all plans of any alterations or improvements made thereto from time to time shall be maintained in the office of the Corporation at all times for the use of the Board to assist them in rebuilding or repairing any damage to the Units and Common Elements, and for the use of any owner.

PART VII - INSURANCE

7.01 By the Corporation

The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- (a) Insurance against damage by fire with extended coverage and such other peril coverage as the Board may from time to time deem advisable, insuring:
 - (i) The Property, excluding the Units, and
 - (ii) Personal property, owned by the corporation but not including furnishings, furniture, or other personal property or improvements supplied or installed by the owners, in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause; and
- (b) Insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring the Units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation, which policy may be subject to a loss deductible clause.
- (c) Public liability and property damage insurance insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, The insurance afforded by this policy shall apply to any action brought against any of the insured by any other insured in the same manner as though separate policies were issued to each;
- (d) Boiler and machinery insurance to the extent required as the Board may from time to time deem advisable; and
- (e) Directors and officers errors and omission insurance.

7.02 General Provisions

- (a) At such intervals as the Board may deem appropriate, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property, for the purpose of determining the amount of insurance to be effected pursuant to article 8.01, and the cost of such appraisal shall be a common expense;
- (b) Such policy or policies of insurance shall insure the interests of the Corporation and owners from time to time, as their respective interests may appear, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement, and shall, if obtainable, contain the following provisions:
 - (i) That loss shall be payable to the Insurance Trustee where one has been appointed and otherwise to the Corporation:
 - (ii) Waiver of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of the owner or occupant of a unit, directly or by subrogation, except for arson or fraud:
 - (iii) That such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon including any mortgagee and the Insurance Trustee who has given notice to the insurer;
 - (iv) waiver of any defense based on co-insurance or of invalidity arising from the conduct of any act or omission or breach of a statutory condition of any insured;
 - (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner: and
 - (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the Property by the Act is terminated.
- (c) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such release as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however, that the Board may, in writing, authorize an owner to adjust any loss to that owner's unit;
- (d) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of

an obligation to repair. This sub-clause (d) shall be read without prejudice to the right of an owner to vote or consent, if the mortgage itself contains a provision giving the mortgagee that right, and also the right of any mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired:

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate or certified copy of the policy to each mortgagee; renewal certificate or certificates of new insurance policies shall be furnished to each owner and renewal certificate or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation; and

- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

7.03 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation, and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on the individual unit and the interest in the Common Elements and on any additions or improvements made by the owner to the unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within the unit, and the owner's personal property and chattels stored elsewhere on the Property, including any automobile or automobiles, and for loss of use and occupancy of the unit in the event of damage. The insurance afforded by this policy shall apply to any action brought against any of the insured by any other insured in the same manner as though separate policies were issued to each; and
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

7.04 Uninsurable Owners

- (a) The Board may prohibit the sale of any unit if it finds that the proposed purchaser is uninsurable;
- (b) If an owner becomes uninsurable or adversely affects the Property insurability or insurance rates, such an owner shall make adequate compensation to keep the Property fully insured as herein provided and shall pay extra costs in connection therewith. The aggregate amount of such compensation and costs shall be a debt due and payable to the Corporation, bearing interest at six (6) percentage points

in excess of the prime rate of interest charged from time to time, at the Main Branch of the Royal Bank of Canada, Winnipeg, or such other rate as may be approved by the By-law.

- (c) In the event of the failure of an owner to so compensate and pay extra costs, the Corporation shall have the option for sixty (60) days following a demand against the said owner for compensation and extra costs to purchase such owner's unit at a price to be agreed upon or arbitrated by submission in accordance with *The Arbitration Act*.
- (d) The Corporation shall so purchase the unit if owners owning at least eighty (80%) percent of the Units vote in favour of the purchase at a meeting called for that purpose. On expiry of the said sixty (60) day period following the demand for compensation and extra costs, the said option in favour of the Corporation shall expire.

PART VIII - INDEMNIFICATION

8.01 Indemnification

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the Common Elements and / or all other Units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments pursuant to this article are deemed to be additional contributions towards the common expenses and are recoverable as such.

PART IX - DAMAGE

9.01 Repair After Damage

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the Units and Common Elements after damage.

9.02 Procedure When Damage Occurs

- (a) Where damage to the building occurs, the Board shall determine within thirty (30) days of the occurrence whether there has been damage to the extent of twenty-five (25%) percent of the value of the Units and Common Elements immediately prior to the occurrence.
- (b) Where the damage is determined under sub-clause 9.02(a) of this article to be less than Twenty-five (25%) percent of the total value of the Units and Common Elements immediately prior to the occurrence, then the Corporation shall repair the Units and Common Elements.

- (c) Where the damage is determined under sub-clause 9.02(a) hereof to be twenty-five (25%) percent or more of the value of the Units and Common Elements immediately prior to the occurrence and owners owning more than eighty (80%) percent of the Units and Common Elements vote for repairs within sixty (60) days of the determination referred to in sub-clause 9.02(a) hereof, the Corporation shall repair the Units and Common Elements.
- (d) Where the damage is determined under sub-clause 9.02(a) hereof to be twenty-five (25%) percent or more of the value of the Units and Common Elements immediately prior to the occurrence, and if the costs of repairing the damage is covered by insurance to the extent of ninety-five (95%) percent or more, all of the owners shall and do hereby agree to vote in favour of repair when voting for repair after damage.

9.03 Owners Voting Against Repair

Subject to the provisions of sub-clause 9.02(d) hereof, where the damage is twenty-five (25%) percent or more of the value of the Units and Common Elements immediately prior to the occurrence, and where, on a vote within the said sixty (60) day period, the owners owning eighty (80%) percent of the Units and Common Elements do not vote for repair, the Corporation shall within ten (10) days of the vote, register a Notice of Withdrawal

9.04 Owners Not Voting

Where there is no vote within the said sixty (60) days, the Corporation shall, within ten (10) days after the expiry of the said sixty (60) day period, register a Notice of Withdrawal.

9.05 Decisions Regarding Reconstruction

All decisions with regard to reconstruction, adjustment of losses, letting of reconstruction contracts (except the decision whether or not to reconstruct which shall be made as provided in sub-clause 9.02(a) hereof) shall be made by the Corporation. The authority of the Corporation in regard shall include the type of materials to be used, and the timing of and method of reconstruction. However the decoration and interior finish of each unit shall be in the discretion of the owner; provide, however, that any excess in the cost of such interior decoration of a unit over and above the cost of restoring the unit to its original condition shall be paid by the owner.

9.06 Contributions to Common Expenses to Abate During Construction

- (a) If a unit is rendered uninhabitable as a result of damage, the contribution of each respective owner towards common expenses shall abate until the unit is restored; and
- (b) sub-clause 9.06(a) hereof shall not apply to expenses that benefit the project permanently, or to the cost of rebuilding.

9.07 Copy of Plans and Specifications

A set of the original plans and specifications of the buildings, including plans of any alterations or improvements from time to time, shall be maintained in the office of the Corporation at all times for the use of the Board, to assist in rebuilding or repairing any damage to the building, and for the use of any owner and mortgagee.

PART X - SALE

10.01 Vote Required

- (a) The complete property or any part of the Common Elements may be sold if authorized by the consent in writing of owners who own at least eighty (80%) percent of the Common Elements and by the consent of the persons having registered claims against the property or the parts of the Common Elements, as the case may be, created after the registration of this Declaration and the Plan. In voting on a proposed sale, the owners voting against the sale shall vote first and be recorded.

- (b) If any dissenting owner intends to have the fair market value of the property being sold determined pursuant to Section 262 of the Act, he shall so indicate by serving notice to that effect on the Corporation within ten (10) days after the registration of the notice of withdrawal pursuant to Section 263 of the Act and if he does not so do, he shall not be entitled to the benefit of the provisions of Section 265 of the Act.

10.02 Proceeds of Sale of Part of Common Elements

In the event of sale of part of the Common Elements, the proceeds shall be credited to the reserves of the Corporation.

PART XI - EXPROPRIATION

11.01 Expropriation of Part of Common Elements

If no Units are affected by an expropriation and the expropriation includes part of the Common Elements, the compensation shall be negotiated and finalized by the Corporation whether or not proceedings are necessary, and the compensation, less costs and such amounts as may be required to reconstruct or repair, shall, subject to the requirements of the mortgagees, be distributed among the owners in proportion to their interest in the Common Elements except in the case of exclusive use Common elements is taken, and the compensation paid shall belong to such owner subject to the interest of the mortgagee.

11.02 Each Owner's Rights Separate

In the event of the expropriation of the whole or any part of the Property, the rights of each owner shall be separate. Each owner shall be entitled to receive the full compensation for the owner's unit and interest in the Common Elements from the expropriating authority.

11.03 Partial Expropriation Including Units

In the event of a partial expropriation which includes some Units, each owner, whether that unit is expropriated or not shall deal with the expropriating authority with regard to compensation relating to the unit and interest in the Common Elements. The cost of restoring the balance of the property so that it may be used shall be determined by the Corporation, and the Corporation shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the Property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct, using the funds received from such reconstruction.

11.04 Reconstitution of Scheme After Reconstruction

In the event of reconstruction necessitated by expropriation, all of the owners and other persons having an interest in, or encumbrance against any part of the Property agree to do everything necessary and sign such documents and vote on all occasions as may be necessary to reconstruct the scheme of the Condominium Project as follows:

- (a) Any owners whose Units have wholly been taken or rendered completely unusable shall have no further interest in the Common Elements of the Property, but shall only be entitled to receive the value of their share of the assets of the Corporation determined by their percentage interest in the Common Elements. The value of such assets shall be paid to them in any case, and shall be determined as if the unit was being sold.
- (b) The value of the portion of any unit partially expropriated or rendered partially unusable by the expropriation and / or reconstruction, together with the interest in the Common Elements of such partial unit, shall be determined, and if it cannot be determined shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided for by sub-clause 11.04(a).
- (c) The percentage contribution towards Common Expenses and percentage ownership in the Common Elements of all Units and portions of Units that are taken by the expropriating authorities shall thereafter be dissolved and ended.
- (d) After expropriation the percentage share of Common Expenses attributable to each fit unit shall be divided by the aggregate percentage share of attributable to all fit Units and then multiplied by 100, resulting in the new percentage share of Common Expenses for each fit unit.

PART XII - WITHDRAWAL**12.01 Vote Required**

Subject to the rights of mortgagees and encumbrancers under the Act, a general meeting of unit owners must be held to consider a proposal to withdraw the entire property from governance by the Act. The notice of meeting must include the reason for the withdrawal and a statement that a notice of withdrawal is required to be registered if unit owners who own not less than eighty (80%) percent of the Common Elements give their written consent to the withdrawal.

If the unit owners give their consent at the meeting or within 180 days after that meeting, the Corporation must, within 10 days of the giving of consent, submit a notice of withdrawal to the district registrar for registration in accordance with Section 260 of the Act.

12.02 Management After Withdrawal

If the government of the Property by the Act is withdrawn, the following rules shall apply:

- (a) The Board and the officers thereof shall continue to have all powers, duties and obligations in connection with the Property that they had prior to withdrawal;
- (b) The Board and the officers thereof shall endeavor to sell the Property at the earliest possible moment for the best possible price and on the best obtainable terms;
- (c) Until sale each owner shall continue to occupy each unit notwithstanding that as a result of withdrawal the owner no longer owns the specific unit. The owners shall pay as rent for the unit occupied their respective shares of the total expenses of the project, whether they occupy the unit or not, so long as the Units are fit for occupation;
- (d) Each owner shall continue to be responsible for payment of all monies due from time to time under mortgages that were formerly charges against each unit;
- (e) If more than one hundred eighty (180) days elapse before sale, the election of the Board and officers and all other provisions of the By-laws relating to the government of the Property shall continue in the same way as if the project were still governed by the Act; and
- (f) The method of determining the share of expenses of any owner if some Units are unfit for occupancy shall be as follows:

The percentage share of common expenses of the unit owner shall be divided by the total share of common expenses of the Units fit for use, and multiplied by one hundred (100), and this shall be the new percentage of common expenses of the owner.

If some Units are unfit for occupancy the common element expenses shall be apportioned to the fit Units on a *pro rata* basis.

PART XIII - ADMINISTRATION AND GENERAL

13.01 Methods of Voting

Whenever the provisions of the Act, this Declaration, By-Laws or the Common Element Rules require a vote of the owners, each owner may vote in person or at a meeting or by proxy or by affixing his or her signature to the resolution on which the vote is to be taken. The unit owner may vote in this way either for or against any resolution and notwithstanding that the provision requiring the vote indicates that the vote is to be taken at a meeting, unless that provision specifies that such vote is to be taken at a meeting, and in no other way.

13.02 Right of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the Common Elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation;
- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, Common Elements or part of the Common Elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage to the Property; or loss to the Property; the Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner is not personally present to grant entry to the unit, the Corporation, or its agents, may enter such unit without rendering it, or them, liable to any claim or cause of action for damage by reason thereof, provided that they exercise reasonable care in so doing; and
- (d) The rights and authority hereby reserve to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any except as specifically provided in this Declaration or any By-laws.

13.03 Passing or amending By-laws

By-Laws of the corporation shall be passed or amended as set out in the Act.

13.04 Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act and those of this Declaration, the By- laws or the Common Element Rules, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the By-laws shall govern. Provisions of the Common Element Rules shall only be valid so long as they are not in conflict with anything in the Act, this Declaration or the By-laws.

13.05 Binding Effect of Condominium Documents

This Declaration and the By-laws of the Corporation and the Common Element Rules shall, insofar as they are intended to be binding on the owners and other persons interested in the condominium project, remain binding after withdrawal of all such persons to the same extent, as if all such persons has signed this original Declaration, By-laws and Common Element Rules.

13.06 Units, Subject to Declaration, By-laws and Common Element Rules

All present and future owners, tenants and residents of Units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the By- laws and any other rules and regulations of the Corporations. The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the By-laws and any other rules and regulations of the Corporation, as they may be amended from time to time, are accepted and ratified by such owner, tenant, resident or other person aforesaid, and all of such provisions shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

13.07 Severability of Provisions

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof,

13.08 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By- laws, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or result in waiver of any such provision.

13.09 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be sent by ordinary mail, postage prepaid, addressed

to the Corporation at its address for service herein, to each owner at the respective Units or at such address as is given by an owner to the Corporation for the purpose of notice, and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the second business day following the day of which it was mailed. Any owner or mortgagee may change the address for service by notice given to the Corporation in the manner aforesaid.

13.10 Vote of Mortgagee - Notice of Meetings

Where a mortgage of a unit contains a provision that authorizes the mortgage of a unit exercise the right of the unit owner to vote or to consent at any meeting of unit owners, and where the mortgagee desires to exercise such right, the following provisions shall apply:

- (a) Written notice of the mortgagee, and the address for service of notices upon the mortgagee, shall be delivered or sent by prepaid registered post by or on behalf of the mortgagee to the office of the Corporation. The notice may state limitations acceptable to the mortgagee on the right of the mortgagee to exercise the right of the unit owner to vote or consent as foresaid.
- (b) The Corporation shall be bound from the date of receipt of such notice until further notice to treat the mortgagee as the unit owner for the purpose of exercising the right of the unit owner to vote or consent in accordance with (and as limited by) terms of the notice, of all meetings of the unit owners in accordance with the provisions for meeting notices set out in the By-laws of the Corporation.

13.11 Address for Service

The address for service on the Corporation shall be 2 – 1271 Sargent Avenue, Winnipeg, Manitoba, R3E 0G3.

13.12 Headings

The headings do not form part of this Declaration but are inserted for convenience of reference only.

13.13 Effective Date

This Amended and Restated Declaration shall take effect upon registration.

IN WITNESS WHEREOF WINNIPEG CONDOMINIUM CORPORATION No. 314
has caused to be executed by the hands of its proper officers duly authorised in that behalf, this
day of *May*, 2018. *22*

WINNIPEG CONDOMINIUM CORPORATION NO. 314

President Per: *[Signature]*

Secretary Per: *E. Othman*

Director Per: *[Signature]*

Director Per: *[Signature]*

Director Per: *[Signature]*

THIS IS SCHEDULE "A" attached to and forming part of Amended and Restated Declaration dated the *22* day of *May* A.D., 2018, made by Winnipeg Condominium Corporation No. 314.

UNIT TYPES

Unit Type	Approximate Area (Square Feet)	No. of Units (per Type)	Type Description
A	1,000	8	2 Bedrooms
B1	1,150	18	3 Bedrooms, 2-storey
B2	1,150	6	3 Bedrooms, split-level (4 levels)

BUILDING PARTICULARS

Donwood Green South comprises five (5) 2-storey buildings, each containing 6 or 7 Units and having the following approximate dimensions, connected by an enclosed walkway system:

BUILDING A - 140 Donwood Drive

Length = 92 feet
 Width = 28 to 30 feet
 Height = 22 feet

BUILDING D - 170 Donwood Drive

Length = 108 feet
 Width = 28 to 30 feet
 Height = 22 to 26 feet

BUILDING B - 150 Donwood Drive

Length = 108 feet
 Width = 28 to 30 feet
 Height = 22 to 26 feet

BUILDING E - 180 Donwood Drive

Length = 92 feet
 Width = 28 to 30 feet
 Height = 22 feet

BUILDING C - 160 Donwood Drive

Length = 96 feet
 Width = 28 to 30 feet
 Height = 22 to 26 feet

COMMON ELEMENTS

The Common Elements are all those portions of the project that are not the Units, and include:

- Attics above the Units
- Exterior Structures of the Building
- Common grounds between the Units
- Walkways leading up to the Units
- Mailboxes
- Parking Lots
- Visitor Parking
- Landings & Stairs

STATUTORY DECLARATION – AMENDED AND RESTATED DECLARATION

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:

1. 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;
2. The attached Amended and Restated Declaration of the Corporation, is a true copy of an Amended and Restated Declaration of the Corporation, which was consented to in writing at a general meeting or within 180 days after that meeting by the unit owners holding not less than 80% of the voting rights in the Corporation; and
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 Gowrie

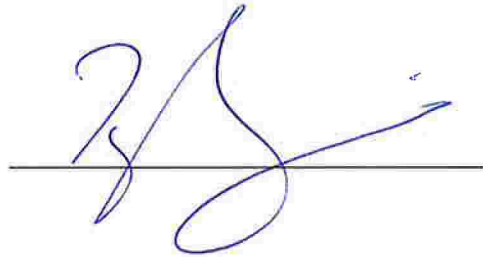
WINSTON GOWRIE

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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4999568/1	Amending Declaration	
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Notes
