

No. 4489771/1

CERTIFY THAT THIS INSTRUMENT IS
CORRECTLY FILED AND REGISTERED IN
THE LAND TITLES OFFICE, FOR THE
DISTRICT OF WINNIPEG, ON THE
DAY OF JUN 04 2014
Vol. 2

FOR DISTRICT REGISTRAR

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CONBL 82

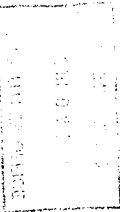
LAND TITLES OFFICE
JUN 04 2014
WINNIPEG, MB

i) No signs, billboards, notices or other advertising matter of any kind may be placed on any part of the property without the written consent of the Board except;

1. One (1) Realtors standard "For Sale" sign, which may be placed by the unit owner on his or her unit

2. One name and / or unit number sign not to exceed four (4) square feet in size

j) No yard or garage sales or auctions of any type may be held on the common elements



**FALCON WEST
ESTATES**

BY-LAWS

TABLE OF CONTENTS

ARTICLE I

1.01	Registered Office.....	1
------	------------------------	---

ARTICLE II

2.01	Seal.....	1
------	-----------	---

ARTICLE III

ELECTION OF DIRECTORS

3.01	Number.....	1
3.02	Term of Office and Filling of Vacancies.....	1
3.03	Vacation of Office.....	2
3.04	Election and Removal.....	2
3.05	Qualifications and Consent.....	2
3.06	Voting.....	2

ARTICLE IV

MEETING OF DIRECTORS

4.01	Notice.....	2
4.02	Adjourned Meetings.....	3
4.03	Quorum.....	3
4.04	Voting.....	4

ARTICLE V

DIRECTORS INTERESTED IN OTHER ORGANIZATIONS

5.01	Disqualification.....	4
5.02	Declaration of Trust.....	4

ARTICLE VI

SUBMISSION OF CONTRACTS OR TRANSACTIONS TO MEMBERS FOR APPROVAL

6.01	Optional Ratification.....	4
------	----------------------------	---

ARTICLE VII

FOR PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01	Limitation of Liability.....	5
7.02	Indemnity.....	5

ARTICLE VIII

OFFICERS

8.01	Slate of Officers.....	6
------	------------------------	---

8.02	President.....	6
8.03	Vice President.....	6
8.04	Secretary.....	6
8.05	Treasurer.....	6
8.06	Variation.....	6
ARTICLE IX	APPOINTMENT OF MANAGER	
9.01	Agreement.....	6
ARTICLE X	MEETING OF MEMBERS	
10.01	Annual General Meeting.....	7
10.02	Special Meeting.....	7
10.03	Notices.....	7
10.04	Omission of Notice.....	8
10.05	Adjournment.....	8
10.06	Resolution.....	8
10.07	No Polls Unless Demanded.....	8
10.08	Chair of Meeting.....	9
10.09	Poll.....	9
10.10	Manner of Taking Poll.....	9
10.11	Withdrawal of Poll.....	9
10.12	Persons Entitled to be Present.....	9
10.13	Mortgagee's Rights.....	9
ARTICLE XI	VOTE	
11.01	Entitlement to Vote.....	10
11.02	Vote by Co-Owners.....	10
11.03	Vote of Trustee.....	10
11.04	Vote of Mortgagee.....	10
ARTICLE XII	PROXIES	
12.01	Appointment of Proxy.....	11
12.02	Proxy for Corporation.....	11
12.03	Form of Proxy.....	11
12.04	Validity of Vote.....	11
ARTICLE XIII	CONDUCT OF MEETINGS	
13.01	Order of Business.....	12

ARTICLE XIV	QUORUM AT MEMBERS MEETING	
14.01	Quorum.....	12
14.02	Adjournment for Lack of Quorum.....	12
ARTICLE XV	RECORDS	
15.01	Required Records.....	12
15.02	Minutes of Meetings.....	13
15.03	Copies of Rules.....	13
ARTICLE XVI	DUTIES OF CORPORATION	
16.01	Enumeration of Duties.....	14
ARTICLE XVII	POWERS OF CORPORATION	
17.01	Enumeration of Power.....	14
17.02		15
ARTICLE XVIII	CONTRIBUTION TOWARDS COMMON EXPENSES	
18.01	Proportion of Contributions.....	15
18.02	Payment of Contributions.....	15
ARTICLE XIX	DEFAULT OF PAYMENT	
19.01	Default.....	16
ARTICLE XX	FINANCIAL STATEMENTS	
20.01	Provision of Statements.....	16
ARTICLE XXI	BUDGET	
21.01	Budget.....	16
ARTICLE XXII	SPECIAL ASSESSMENTS	
22.01	Revised Budget.....	17
22.02	Lump Sum Assessment.....	17
ARTICLE XXIII	INTEREST - APPLICATION OF PAYMENTS	
23.01	Interest on Late Payment.....	17

ARTICLE XXIV	BANKING ARRANGEMENTS	
24.01	Board Determination.....	18
ARTICLE XXV	RULES AND REGULATIONS RESPECTING THE COMMON ELEMENTS	
25.01	Rules and Regulations Respecting the Common Elements.....	18
ARTICLE XXVI	EXECUTION OF INSTRUMENTS	
26.01	Authority to Sign.....	18
ARTICLE XXVII	FISCAL YEAR	
27.01	Current Determination.....	19
ARTICLE XXVIII	SEVERABILITY	
28.01	Partial Invalidity.....	19
ARTICLE XXIX	INTERPRETATION	
29.01	Definitions.....	19
29.02	Headings.....	19
29.03	Number and Gender.....	20

CONDOMINIUM BY LAW NO 1

BY-LAW NO. 1

Being the General BY-Law of WINNIPEG CONDOMINIUM CORPORATION NO. 882 (hereinafter called the "Corporation").

ARTICLE I
REGISTERED OFFICE

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

ARTICLE II
SEAL

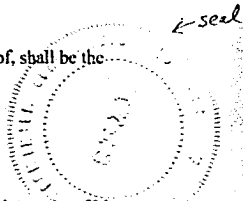
2.01 The Seal, an impression whereof is stamped in the margin hereof, shall be the Seal of the Corporation.

ARTICLE III
ELECTION OF DIRECTORS

3.01 **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 not less than three (3) and not more than five (5) directors.

3.02 **Term of Office and Filling of Vacancies** – the directors of the Corporation shall be elected and shall retire in rotation. At the first annual general meeting following the enactment of this By Law, two (2) directors shall be elected for a term of office commencing from the date of the meeting until the next annual general meeting and the other director or directors shall be elected for a term commencing from the date of the meeting to the second annual general meeting thereafter following. Thereafter, at each annual general meeting a number of directors shall be elected to fill the positions of enough of those directors whose term of office has expired to ensure that there are no less than three (3) and no more than five (5) directors. Each director so elected shall hold office for a term commencing from the date of such meeting to the second annual general meeting following election.

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



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

ARTICLE IV
MEETING OF DIRECTORS

- 4.01 Notice** – Directors' meetings may be held at any place within Manitoba as the directors may from time to time determine. The President may convene a meeting of directors or and Director may at any time and the Secretary by direction of the President or any director shall convene a meeting of directors.

Notice of such meeting shall be delivered or mailed or telephoned to each director not less than two days (exclusive of the day on which the notice is delivered or mailed or telephoned but inclusive of the day for which notice is given) before the meeting is to take place. 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 or make void any proceedings taken or had at such meeting. Any director may at any time waive notice of any meeting and may ratify and approve of any and all proceedings taken or had thereat.

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, providing 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 notice shall be required for any such regular meeting.

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

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

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

ARTICLE V
DIRECTORS INTERESTED IN OTHER ORGANIZATIONS

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

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

ARTICLE VI
SUBMISSION OF CONTRACTS OR TRANSACTIONS TO MEMBERS FOR APPROVAL

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

ARTICLE VII
FOR PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

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

7.02 **Indemnity** – Except in respect of any action by or on behalf of the Corporation to procure a judgement 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 Corporations request as a director or officer of another corporation of which this Corporation is or was a shareholder or creditor, and his or her heirs and legal representatives, against all costs, charged and expenses, including an amount paid to settle an action or satisfy a judgement reasonably incurred by him in respect to any civil, criminal or administrative action or proceeding to which such person is made party by reason of being or having been a director or officer of such corporation. if

- (a) such person acted honestly and in good faith with a view to the best interest of the Corporation, and

- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, there were reasonable grounds for believing that the conduct was lawful.

ARTICLE VIII
OFFICERS

8.01 **Slate of Officers** – The Officers of the Corporation shall be the President, who shall be a Director, and the Vice President, who shall be a director, the Treasurer, and the Secretary all of whom shall be elected annually by the Board at its first meeting following its election, and may be removed by a vote of a majority of the Board at any subsequent meeting. Any person may hold two or more offices except the President shall not also be the Secretary. 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.

8.02 **President** – The President shall be charged with the general organization of the business and affairs of the Corporation.

8.03 **Vice – President** – The Vice – President shall in the absence or disability of the President exercise the powers and perform the duties of the President.

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

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

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

ARTICLE IX
APPOINTMENT OF MANAGER

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

ARTICLE X
MEETING OF MEMBERS

10.01 Annual General Meeting – There shall be a general meeting of 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 remuneration and for the transaction of such other business as may properly be brought before the meeting.

10.02 Special Meeting – All meetings of Members other than the annual general meetings shall be special meetings, The Board shall have the power at any time to call a special meeting of the members and shall, upon a requisition in writing made by members who own twenty-five (25%) per cent of the Common Elements or by mortgagees who are entitled to vote on behalf of members who own twenty-five (25%) per cent 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 a meeting which may be held within thirty (30) days from the date of the calling of such a meeting.

10.03 Notices – Except as otherwise required by the Act:

- (a) A printed, written or typewritten notice stating the day, hour and place of meeting and 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 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.

Any shareholder or the duly appointed proxy of any shareholder thereof may waive notice of any meeting or any irregularity in any meeting or in the notice. Proof of notice calling the meeting shall be made by certificate by the person giving such notice.

- (b) Where the provisions of this By Law as to notice having been duly observed, the non receipt of any notice by any member, mortgagee, or director shall not invalidate any proceeding or transaction at any meeting or otherwise
- (c) Any member, mortgagee, or director may at any time waive any notice required to be given under these By Laws

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

10.05 Adjournment – The Chair may, with the consent of any meeting at which a quorum is present, or shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from the time which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of any original meeting, save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

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

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

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

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

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

10.11 Withdrawal of Poll – a demand for a poll may be withdrawn

10.12 Persons Entitled to be Present – The only persons entitled to attend a meeting of members shall be the unit owners, mortgagees of units, the auditor of the Corporation, the directors and officers of the 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 Chair of the meeting, or with the consent of the meeting.

10.13 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 the 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 matter shall not be valid until fourteen (14) days after the mailing of such minutes to each 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 matter shall be deemed not binding and shall not be acted upon unless it has been ratified at a meeting of the Members of the Corporation which has been duly called by a notice specifying that such matter will be considered.

ARTICLE XI
VOTE

11.01 Entitlement to Vote – At every 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 owners' unit for voting rights in the Corporation as set out in the Declaration. Providing that on a vote by a show of hands each unit owner shall have one vote. The member may by instrument in writing appoint a proxy who need not be a unit owner to attend and act at any meeting in the same manner, to the same extent and with the same power as if the member were present at the meeting.

11.02 Vote by Co-Owners – Co-Owners of units may vote by a proxy jointly appointed by them, and in the absence of such a proxy are entitled on a show of hands to one vote for each unit to be cast by such Co-Owners 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-owners" as used in this clause, shall include joint tenants, tenants in common, or persons otherwise participating in the ownership of a unit as the case may be.

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

11.04 Vote of Mortgagee – Where a mortgage 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 prepaid registered post 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 owner to vote or consent as aforesaid; and
- (c) The Corporation shall be bound from the date of receipt of such notice to treat the mortgagee as the Owner for the purpose of exercise of the right of the Owner to vote or consent in accordance with the terms of such notice.

ARTICLE XII
PROXIES

12.01 Appointment of Proxy – an instrument appointing a proxy shall be in writing under the hand of the appointer or an attorney duly authorised in writing, or if the appointer is a corporation either under the common seal or under the hand of an officer or attorney so 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.

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

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

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

DATED _____

Signature of Unit Owner(s)

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

ARTICLE XIII
CONDUCT OF MEETINGS

13.01 **Order of Business** -- The order of business at all meetings of members shall, as far as practical be as follows;

- (a) Calling of the rolls and certifying of proxies;
- (b) Proof of Notice of Meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Report of officers;
- (e) Reports of committees;
- (f) Election of Directors and appointment of auditor, if any, if required
- (g) Unfinished business;
- (h) New business
- (i) *Adjournment*

ARTICLE XIV
QUORUM AT MEMBERS MEETINGS

14.01 **Quorum** -- Except as otherwise provided in these By-Laws, at any meeting of members a quorum shall be constituted when persons entitled to vote and owning not less than fifty (50%) percent 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.

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

ARTICLE XV
RECORDS

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

- (a) A 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 shown on the mortgage registered in 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 respective 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

15.02 Minutes of Meetings – Every owner of a Unit and every mortgagee of a unit not exceeding the first two mortgagees of any one 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.

15.03 Copies of Rules – Every Owner of a unit, when he becomes such 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 XVI
DUTIES OF THE CORPORATION

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

- (a) To collect and receive all contributions towards the common expenses paid by the unit owners of from the Mortgagees if same are collected by the mortgagee and deposit the same in a separate account with a chartered bank, credit union or trust company;
- (b) To take out and maintain in force a policy or policies of insurance as required by the Declaration and such additional insurance as the Board may from time to time determine;
- (c) To maintain such staff as may be required to at all times promptly and efficiently carry out its duties in the management of the property;
- (d) To operate, care for, keep up and maintain the common elements including the entering into of such agreements as may be necessary to provide gardening services 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 or units with the Act, the Declaration and the By-Laws

ARTICLE XVII
POWERS OF THE CORPORATION

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

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

- (c) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or 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
- (e) to retain and hold any securities, or other property, whether real or personal which shall be received by the Corporation, whether or not the same is authorised by any law, present or future for the investment of trust funds
- (f) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing.
- (g) To lease any part or parts of the common elements except such over which any owner or person has the exclusive use as agent of the owners

17.02 Notwithstanding the foregoing, with respect to any units which have not been sold by the Declarant, it shall have the right to utilize such units as models and/or general sales offices for sale and promotional purposes and shall have the further right to use common elements for such purpose and in such manner as it shall reasonably require. Nothing herein shall prohibit the Declarant from renting any unit in accordance with the provisions of the Declaration

ARTICLE XVIII **CONTRIBUTION TOWARDS COMMON ELEMENTS**

18.01 **Proportion of Contribution** – Each unit owner shall contribute to the common expenses in the percentage shown in Sub Clause 1.03 of the Declaration

18.02 **Payment of Contributions** – Each owners' monthly contributions to the

Common expenses as herein provided shall be paid to the Corporation or to the mortgagee of each unit if so requested, or as the mortgagee or the Corporation may otherwise direct, on the first day of each and every month in advance. Contributions due for periods less than a month shall be prorated and paid on a per diem basis

ARTICLE XIX **DEFAULT OF PAYMENT**

19.01 **Default** – Where an Owner is in default in his obligation to pay any assessment, penalty or account that the Corporation has the right to recover including any applicable interest thereon prescribed by this By-Law, and including the monthly contribution toward the common expenses and contribution to the reserve fund, the Corporation may register a Notice of Lien as provided in the Act. Where such default continues for a period of ten (10) days, the Corporation may, in addition to any lien or remedy provided for in the Act, enforce payment thereof by action in a Court of competent jurisdiction in either lien proceedings taken in accordance with the Act, or any Court proceedings, before or after the filing of a lien in the Winnipeg Land Titles Office or of a claim in a Court of competent jurisdiction there shall be added to any amount found or claimed to be due and owing all costs of such action, or lien proceedings and said costs to include costs as between a solicitor and his own client and shall include costs of demanding payment of any amount outstanding and due and payable to the Corporation.

ARTICLE XX **FINANCIAL STATEMENTS**

20.01 **Provisions of Statements** – The Corporation shall at such regular intervals, not less frequently 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, if any. 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 XXI **BUDGET**

21.01 **Budget** – The Board shall from time to time, at least annually, prepare a budget setting out the estimate of the common expenses for the next ensuing fiscal year and allocate and assess such common expenses amongst the unit Owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. A copy of

The budget for the next ensuing year, together with the notice of assessment for the unit owners contribution toward 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 Owner shall continue to pay the amounts which had been established as the basis of the prior annual budget

ARTICLE XXII
SPECIAL ASSESSMENTS

22.01 Revised Budget – If at any time during the course of any fiscal year the 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 toward common expenses shall be paid on the basis of such revised assessments

22.02 Lump Sum Assessment – Where the Board deems it to be appropriate or desirable, the Board may assess one or more lump sum payments as a special assessment, to be paid to the Corporation as the Board may determine.

ARTICLE XXIII
INTEREST – APPLICATION OF PAYMENTS

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

ARTICLE XXIV
BANKING ARRANGEMENTS

24.01 Board Determination – The banking business of the Corporation shall be transacted with such Bank, 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 XXV
RULES AND REGULATIONS RESPECTING THE COMMON ELEMENTS

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

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

The Rules and Regulations attached hereto as Schedule "A" shall be observed by the Unit Owner.

ARTICLE XXVI
EXECUTION OF INSTRUMENTS

26.01 Authority to Sign – Deeds, transfers, assignments, contracts, documents or any instruments in writing requiring the signature of the Corporation may be signed by the President, or Vice President and the Secretary and all such deeds, transfers, assignments, contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. In addition the Board of Directors shall have the 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 and instruments in writing.

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

ARTICLE XXVII
FISCAL YEAR

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

ARTICLE XXVIII
SEVERABILITY

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

ARTICLE XXIX
INTERPRETATION

29.01 **Definitions** – The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, C.C.S.M. 1987, Chapter C170 and any amendments thereto (hereinafter referred to as the "Act") save that the following terms shall have the particular meaning set out below;

- (a) **"Declaration"** shall mean the Declaration respecting the land submitted for registration under the Act by 5753016 Manitoba Ltd and registered in the Winnipeg Land Titles Office on the 12 day of May, 2014.
- (b) **"Member; or "Member of the Corporation"** (and the plural counterparts thereof) means the unit owners from time to time, in accordance with the Act
- (c) **"Register"** means the register of names and addresses referred to in Article XV hereof

Other terms used herein and defined in Part 1 of the Declaration shall have ascribed to them the definitions contained in said Part 1.

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

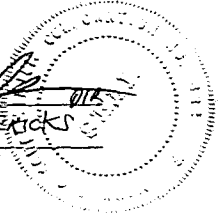
29.03 **Number and Gender** – This By-Law is to be read with all changes of number and gender required by the context

DATED at Winnipeg, this 2 day of June, 2014

WINNIPEG CONDOMINIUM
CORPORATION NO. 882

Per *[Signature]*

Per DALTON FREDERICKS



**FALCON WEST
ESTATES**

**RULES
AND
REGULATIONS**

COMMON ELEMENT RULES AND REGULATIONS

THIS IS SCHEDULE "A"

Attached to and forming part of By-Law No.1 of

WINNIPEG CONDOMINIUM CORPORATION NO. 882

Dated the 2 day of June, ~~2013~~ 2014

The following rules and regulations shall be observed by the owners with respect to the units and common elements.

- a) The trails, walkways, passages, driveways and roadways shall not be obstructed or used for any other purpose than ingress and egress from the units and common elements.
- b) No motor vehicle of any kind may be operated or parked on the common elements at any time.
- c) The common element shall be used in such a manner as not to interfere with the use and enjoyment thereof by other unit owners.
- d) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, beaches or waterways.
- e) No fuels, woods, coal or other combustible, inflammable or offensive goods, provisions or material shall be kept or stored on any part of the common elements except for the properly stored and maintained fuels, firewood, BBQ equipment and other such equipment belonging to the Corporation.
- f) No building or structure, storage shed or tent shall be erected, located, kept or maintained on the common elements other than those owned by the Corporation and intended for common use.
- g) No part of the common element shall be used by the unit owner for the erecting, placing or maintenance of clothing lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences, or other barriers (other than those originally erected by the developer) or for the disposal of rubbish, garbage or waste without the prior written consent of the Board.
- h) No television antenna, aerial, tower, satellite dish or appurtenances thereto shall be erected on any part of the property without the prior written consent of the Board of Directors.

WINNIPEG CONDOMINIUM CORPORATION NO. 882

THE CONDOMINIUM ACT C.C.S.M. c. C170

CERTIFICATE

WINNIPEG CONDOMINIUM CORPORATION NO. 882 hereby certifies that the By-Law No. 1 attached hereto was made in accordance with THE CONDOMINIUM ACT CCSM c. C170 and any amendments thereto, the Declaration and the By-laws of the Corporation and that the attached By-Law No. 1 has not been amended and is in full force and effect.

Dated at Winnipeg, Manitoba this 27th day of June 2014

WINNIPEG CONDOMINIUM CORPORATION NO. 882

PER

Dalton Frederickson
DALTON Frederickson PRES

