

“Proposed By-Laws”

SCHEDULE “A”

FORM I (Section 24)

AMENDMENT OR REPEAL OF BYLAWS

The Owners: Condominium Plan No. 102016230 certify that by a special resolution passed on the bylaws applicable to that plan were amended or repealed as follow:

BE IT RESOLVED that the bylaws prescribed in Appendix “B” of The Condominium Property Regulations be repealed and replaced u the Bylaws attached hereto entitled “Bylaws of the Owners: Condominium Plan No. 102016230”.

The seal of the Owners: Condominium Plan No. 102016230 was affixed on 22 day Feb, 2018 in the presence of

“CORPORATE SEAL”



PRESIDENT

SECRETARY

Members of the Board

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 102016230

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BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 102016230

DEFINITIONS AND INTERPRETATIONS

1. In these by-laws, unless the context or subject matter requires a different meaning:
 - (a) **"Act"** means the Condominium Property Act, 1993, as amended from time to time, or any statute or statutes passed in substitution therefor;
 - (b) **"Board"** means the Board of Directors of the Corporation;
 - (c) **"Master Plans"** means the building plans submitted for the building permit;
 - (d) **"By-Laws"** means the by-laws of the Corporation, as amended from time to time;
 - (e) **"Common expenses"** means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these by-laws;
 - (f) **"Common property"** means so much of the parcel as is not comprised in any unit shown in the condominium plan;
 - (g) **"Condominium Plan"** means the plan registered by the Developer under the Act as No. 102016230;
 - (h) **"Contribution"** means an owners percentage of the common expenses that shall be owing from time to time and any amount that a particular owner must pay pursuant to the provisions of these bylaws.
 - (i) **"Corporation"** means the corporation constituted under the Act by the registration of the condominium plan;
 - (j) **"Developer"** means the registered owner of the land;
 - (k) **"Manager"** means the professional manager first retained by the Developer or any successor contractually appointed by the Board and can include the Developer retained by separate contract to manage the condominium;
 - (l) **"Owner"** means the owner of a unit;

(m) **"Parcel"** means the land comprised in the condominium plan;

(n) **"Special Resolution"** means a resolution that is:

- i. passed at a properly convened meeting of a corporation by a majority of not less than two-thirds (2/3) of the votes cast by persons who:
 - (a) are present personally or who cast their votes by proxy;
 - (b) vote with respect to that resolution; and
 - (c) are entitled to exercise the powers of voting conferred by the Act or the bylaws of the corporation; or
- ii. approved by the signature on the resolution of not less than two-thirds (2/3) of all the persons who are entitled to exercise the powers of voting conferred by the Act or the bylaws of the corporation;

(o) **"Unanimous Resolution"** means:

- (i) a resolution that is:
 - (a) passed at a properly convened meeting of a corporation by all votes cast by persons who:
 - (i) are present personally or who cast their votes by proxy;
 - (ii) votes with respect to that resolution; and
 - (iii) are entitled to exercise the powers of voting conferred by the Act or the bylaws of the corporation; and
 - (b) approved by the signature on the resolution of all persons who:
 - (i) are not present personally or who do not cast their votes by proxy at the meeting; and
 - (ii) are entitled to exercise the powers of voting conferred by the Act or the bylaws of the corporation; or
 - (iii) a resolution that is approved by the signature on the resolution of all the persons who are entitled to exercise the powers of voting conferred by the Act or the bylaws of the corporation;

- (p) **"Unit"** means an area designated as a unit by the condominium plan;
- (q) **"Unit Factor"** means the unit factor for each unit as more particularly described in and set forth on the condominium plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these by-laws and other expressions used in these by-laws and not defined in the Act or in these by-laws have the same meaning as may be assigned to them in the Land Titles Act of Saskatchewan, as amended from time to time or in any statute or statutes passed in substitution therefor. If there is any conflict between these by-laws and the Act, the Act prevails. Words importing the singular number also include the plural, and vice versa and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

HEADINGS

- 2. The headings used throughout these by-laws are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any by-law.

DUTIES OF THE OWNERS

- 3. An owner shall:
 - (a) be responsible for the repair and maintenance of his Lot and any area which is located on any part of the common property to which the owner has been granted exclusive use pursuant to paragraph 46 of these by-laws. Should any owner fail to maintain and/or repair in a manner satisfactory to the Board or its representatives those items for which he is responsible, or if such failure to maintain and/or repair shall cause a nuisance or hazard to any other owner or occupant, then the Board or its representatives, may do or cause to be done the maintenance or repair and the owner affected agrees to and shall reimburse the corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such maintenance and/or repairs and the Board or its representatives may use all or any of the remedies open to it to recover such monies for the corporation, and such monies shall bear interest and shall be recoverable and collectable in the same manner as contributions towards common expenses.

- (b) each owner shall be responsible for damage caused to common property or other property maintained by the corporation where such damage is caused by the wanton or negligent acts of himself, members of his family, his invitees, contractors or licensees and should any owner fail to repair in a manner satisfactory to the Board or its representatives those items so damaged as aforesaid after ten (10) days' written notice to do so given by the Board or its representatives then the Board, or its representatives, may do or cause to be done such repair and the owner affected agrees to and shall reimburse the corporation for all monies expended for labour, materials, and overhead and profits and all costs incurred in collection in respect of the doing of such repairs and the Board or its representatives may use all or any of the remedies open to it as hereinafter set out to recover such monies for the corporation and such monies shall bear interest and shall be recoverable and collectable in the same manner as contributions towards common expenses.
- (c) use and enjoy the common property in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners or their families or visitors;
- (d) not use his Lot or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of a unit (whether an owner or not) or the family of such an occupier;
- (e) notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Lot including notifications of any rental or sublet of his Home or any portion thereof and to provide the Corporation with the name of the tenant or sublessee.
- (f) ensure that he and his family, tenants, sublessee and any invitees comply strictly with these by-laws and with such rules and regulations as may be adopted pursuant thereto from time to time;
- (g) pay when due the amount of all contributions levied by the Corporation on the owner with respect to his Lot whether or not that Lot is occupied by the owner, a tenant or other occupant, and to pay interest on any arrears of such payments at the rate of the Corporation's Bank prime rate plus two percent (2%) per annum calculated from the due date, **PROVIDED HOWEVER**, that if the tenant of a Lot is notified by the Corporation that the owner is in default of payment of contributions levied by the Corporation, the tenant shall deduct from the rent payable to the owner the owner's share of contributions levied and interest accrued thereon and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the owner by the tenant.

USE OF UNITS AND COMMON PROPERTY

4.

- (a) an owner shall not at any time use or permit the use of any part of the Lot for any purpose other than as a private residence for the owner and his family, or his tenants and not for any illegal or immoral purposes or any purpose that will injure the reputation of the subdivision, or annoy other occupants by unreasonable sounds or otherwise and shall not offer the Lot for sale or for lease by placing any notice on any door or window or wall of the building or any appurtenances thereto. A Unit owner shall not do or permit any tenant or other occupant on his Lot to keep any animal, livestock, fowl, reptile or pet of any kind in his unit or upon the Common Property unless specifically approved in writing by the Board, which approval the board may arbitrarily withhold and which approval, if given, may be withdrawn. No vicious breed of dogs will be approved including Doberman Picher, Pitt Bulls, and Rottweilers. Such pet must be the pets owned by the Unit owner when initially purchasing the Unit. The purchase of further pets and replacement of the existing pet must be approved by the Board, which approval the Board may arbitrarily withhold and which approval, if given, may be withdrawn. The Unit owners shall hold the pet on a leash, in a cage or in their arms while on Common Property and will be held responsible for all pets on his premises and for any damage occasioned by them. At no time should any pet be left unattended on a leash or within a fenced yard. Should the pet annoy other occupants as mentioned above, the board may arbitrarily evict the pet from the premises and levy any related costs against the Lot owner.
- (b) an owner shall comply with all statutes, regulations and by-laws of any Dominion, Provincial or Municipal authority which in any way affects the Lot or its use and occupation.
- (c) an owner shall not make any structural alterations or additions to his Home nor to any other part of the exterior of the building or alter the exterior appearance of the building in any way or place any article on or about the unit that is visible outside the premises without obtaining prior consent in writing of the Board.
- (d) an owner shall not suffer or permit his family, agents, invitees, licensees or tenants to harm, mutilate, destroy or alter the Home, the building or the grounds.
- (e) an owner shall not park his motor vehicle in any area on the parcel other than his parking space as designated by the Board, nor permit any motor vehicle either of the owner or of any member of his family or any invitee to be placed at any time so as to impair or interfere with access to and egress from parking spaces, and not permit any such motor vehicles to be left or placed in areas other than the said designated space, and shall furnish

the Corporation with the license number, type and make of the motor vehicle he proposes to park in his designated space.

DUTIES AND POWERS OF THE CORPORATION

5. In addition to the duties of the Corporation set forth in the Act the Corporation, through its Board, shall:
 - (a) control, manage, maintain, repair and administer the common property including all chattels or other property owned by the Corporation for the benefit of all the owners and for the benefit of the entire condominium project;
 - (b) do all things required of it by the Act, these by-laws and any other rules and regulations in force from time to time;
 - (c) provide and maintain in force all such insurance as is required by the Act and by the provisions of these by-laws and on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or a person authorized in writing by the owner or mortgagee, a duplicate original or certified copy of the policy or policies or insurance effected by the Corporation and the receipt for the last premium in respect thereof;
 - (d) collect and receive all contributions towards the common expenses and deposit same in a separate account with a chartered bank or trust company;
 - (e) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the parcel, the Corporation and the owners as to the Board seems justifiable in the management or administration of the entire project;
 - (f) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the common property designated for vehicular traffic or outside parking and maintain all grassed or landscaped areas of the common property **PROVIDED THAT** the maintenance of any exclusive use area designated under paragraph 46 of this by-law shall be the sole responsibility of the owner to whom such privacy area has been assigned.
 - (g) provide adequate garbage receptacles on the common property for use by all of the owners and for the regular collection of garbage.
 - (h) provide two (2) or three (3) parking stalls for each Lot in the condominium.

- (i) provide for the maintenance of cash reserves for replacement of improvements and equipment as it deems reasonable from time to time.
- (j) do all things reasonable desirable or necessary or incidental for the performance of its duties under the Act and the by-laws.

ADDITIONAL POWERS OF THE CORPORATION

6. In addition to the power of the corporation set forth in the Act, the Corporation, through its Board, may,
 - (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property:
 - (b) the Corporation shall not borrow or incur any liability in excess of \$5,000.00 on any single occasion or incur aggregate indebtedness or liability at any time exceeding \$5,000.00 without such borrowing or incurring of debt being approved by special resolution of the persons entitled to vote at a meeting of the Corporation;
 - (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
 - (d) invest as it may determine any contributions toward the common expenses;
 - (e) make an agreement with an owner or occupier of a Lot for the provision of amenities or services by it to the Home or to the owner or occupier thereof;
 - (f) subject to paragraph 46, grant to an owner the right to exclusive use and enjoyment of part of the common property, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the Corporation by unanimous resolution otherwise resolves;
 - (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the common property and do all things reasonable necessary for the enforcement of the by-laws and for the control, management and administration of the common property generally;
 - (h) provide and maintain out of the assessments to be levied by the Corporation towards the common expenses or otherwise, such amount as the Board may determine from time to time to be fair and prudent for a contingency reserve fund and the contingency reserve fund shall be an asset of the Corporation;

- (i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (j) raise amounts so determined by levying assessments on the owners in proportion to the unit factors for their respective Lots or as otherwise herein provided;
- (k) charge interest at the rate of the Corporations Bank prime rate plus two percent (2%) per annum on default of any contribution owing to it by an owner.

ELIGIBILITY FOR ELECTION TO THE BOARD OF DIRECTORS

- 7. Except in the case of registered first mortgagees who have notified the Corporation of their interest and except during the period prior to the first annual meeting when the Board consists of nominees of the Developer, ownership (except in the case of the spouse of an owner) of a Lot is necessary for election and membership on the Board, and any person shall be eligible for nomination and election to the Board provided:
 - (a) if the Lot has more than one owners, only one such owner may sit on the Board at one time;
 - (b) an owner and his spouse cannot sit on the Board during the same term;
 - (c) no more than two registered first mortgagees or representatives of them may be members of the Board at any one time;
 - (d) no owner who is indebted to the Corporation for a contribution levied and which is overdue by more than thirty (30) days shall be eligible for election or membership to the Board;
 - (e) that person is not under the age of eighteen (18) years.

THE CORPORATION AND THE BOARD

- 8. The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.

NUMBER ON BOARD

- 9. Until the first annual general meeting of the owners, the Board shall consist of three nominees of the Developer. Thereafter the Board shall consist of not less than three nor more than fifteen owners or spouses of owners and the Board shall be elected at each annual general meeting.

RETIREMENT FROM BOARD AT ANNUAL GENERAL MEETINGS

10. At each annual general meeting of the Corporation all the members of the Board shall retire from office and the Corporation shall elect a new Board.

ELIGIBILITY FOR RE-ELECTION

11. A retiring member of the Board shall be eligible for re-election.

REMOVAL FROM BOARD

12. Except where the Board consists of all the owners, the Corporation may, by special resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.

VACANCY

13. Any vacancy of the Board may be filled by the remaining members of the Board.

QUORUM FOR BOARD

14. Except where there is only one owner and except during the period before the first annual general meeting, a quorum of the Board is four (4) where the Board consists of eight or less members, five (5) where the Board consists of ten (10) or less, six (6) where the Board consists of twelve (12) or less members and eight (8) where it consists of fifteen (15) or less members.

PRESIDENT OF THE BOARD

15. At the first meeting of the Board and at each meeting held after an annual general meeting of the Corporation the Board shall elect from among its members a President, a Vice-President, a Treasurer and a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation, or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote.

ABSENCE OF PRESIDENT

16. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the

duties and power of the Chairman while so acting. In the absence of both the President and the Vice-President, the members present shall, from among themselves, appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting.

DUTIES OF OFFICERS

17. The other duties of the officers of the Board shall be as determined by the Board from time to time.

BOARD PROCEDURE

18.

- (a) At meeting of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by all of the members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

DUTIES OF THE BOARD

19. The Board shall:

- (a) keep minutes of its proceedings and upon request provide copies thereof to first mortgagees;
- (b) cause minutes to be kept of general meetings and upon request provide copies thereof to first mortgagees;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (d) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (e) on application of an owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- (f) cause to be prepared and distributed to each owner and mortgagee that has notified the Corporation of its interest a financial statement of the receipts of contributions of all owners towards the common expenses and disbursements made by the Corporation with ninety (90) days of the end of the fiscal year of the Corporation.

- (g) prepare an annual budget and an annual financial statement, a copy of which budget and financial statement shall be made available to each owner and any mortgagee on application.

ADDITIONAL POWERS OF THE BOARD

20. The Board may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of said Board not less than five (5) days' notice of a meeting proposed by him, specifying the reasons for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restrictions imposed or direction given at a general meeting of owners, delegate to one or more of members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a manager or of any professional real estate property management firm or any professional real estate property manager or agent (including the Developer) for such purposes and upon such terms as the Board may from time to time decide **PROVIDED THAT** at all times when the Board consists only of nominees of the Developer no such contract shall be executed by such Board that provides for an initial term in excess of three (3) years,

DEFECTS IN APPOINTMENTS TO BOARD

- 21. All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

VACATING OFFICE

22. The office of a member of the Board shall be vacated if the member:

- (a) by notice in writing to the Corporation resigns his office; or

- (b) is in arrears more than sixty (60) days of any levy or assessment required to be made by him as an owner or becomes bankrupt, or
- (c) is the subject of a Certificate of Incapacity under the Mental Health Act, becomes of unsound mind or mentally incompetent or dies; or
- (d) is absent from meetings of the Board for a continuous period of four (4) months without consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated;
- (e) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

Where a vacancy occurs under this section of these by-laws, the Board may appoint a person to fill that office for the remainder of the former member's term.

SIGNING AUTHORITIES

- 23. The Board shall determine, by resolution from time to time, which officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

CORPORATE SEAL

- 24. The Corporation shall have a common seal, which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purpose of this by-law, and if the only member is a company, the signature of its appointed representatives on the Board shall be sufficient for the purpose of this by-law.

FIRST ANNUAL GENERAL MEETING

- 25. The first annual general meeting shall be called by the Developer within the time provided by the Act and otherwise at such time as the Developer shall in its sole discretion deem advisable. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting and that of the next.

EXTRAORDINARY GENERAL MEETING

26. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

27. The Board may whenever it thinks fit and shall upon a requisition in writing by owners representing not less than twenty-five percent (25 %) of the total unit factors for all the Lots or upon request in writing from mortgagees holding registered mortgages against Lots in respect of which corresponding unit factors represent not less than twenty-five percent (25%) of the total unit factors under the condominium plan or a combination of such owners or mortgagees entitled to vote with respect to twenty-five percent (25 %) of the total unit factors convene an extraordinary general meeting.

NOTICE OF GENERAL MEETINGS

28. Fourteen (14) days' notice of every general meeting specifying the place, the date, and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all owners and first mortgagees who have notified their interest to the Corporation. Notice shall be given to the owner or to a mortgagee in the manner prescribed in these by-laws, but the accidental omission to give notice to an owner or mortgagee or non-receipt by an owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days notice of a general meeting required under these by-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

SPECIAL BUSINESS

29. All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting.

QUORUM FOR GENERAL MEETING

30. Save as in these by-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-half of the persons entitled to vote present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

31. If within one-half hour from the time appointed for a general 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 one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

CHAIRMAN FOR GENERAL MEETINGS

32. The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

ORDER OF BUSINESS FOR GENERAL MEETINGS

33. The order of Business at a general meeting, and as far as is appropriate at all extraordinary general meetings, shall be:
- (a) if the President or Vice-President of the Board shall be absent the election of the Chairman of the meeting;
 - (b) calling of the roll and certifying the proxies;
 - (c) proof of notice of meeting or waiver of notice;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;
 - (f) reports of committees;
 - (g) financial reports;
 - (h) appointment of auditors;
 - (i) election of Board;
 - (j) unfinished business;
 - (k) new business;
 - (l) adjournment.

RESOLUTION BY MAJORITY VOTE

34. Where a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or extraordinary general meeting of the Corporation would be entitled to vote, shall have the same effect as a resolution duly passed at the meeting.

VOTING BY SHOW OF HANDS

35. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. A demand for a poll may be withdrawn.

POLL

36. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In case of equality on the vote, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

ONE VOTE PER OWNER

37. On show of hands, each owner shall have one vote; on a poll, the votes of owners shall correspond with the unit factors of their respective Lots.

VOTES PERSONALLY OR BY PROXY

38. On a show of hands or on a poll, votes may be given either personally or by proxy.

PROXIES

39. An instrument appointing a proxy shall be in writing under the hands of the appointor or his attorney, and may be either general or for a particular meeting. A proxy need not be an owner.

ELIGIBILITY TO VOTE

40. Except in cases where, by or under the Act, a unanimous resolution is required, no owner is entitled to vote at any general meeting unless all contributions payable in respect of his Lot has been duly paid to the date of such meeting.

PROXY VOTE AND POLL VOTE BY OWNERS

41. Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-owners are entitled to one vote between them and therefore are not entitled to vote separately on a show of hands except when a unanimous resolution is required by the

Act, but any one co-owner may demand a poll. On any poll, each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the Lot. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the unit of the joint owners as do not vote personally or by individual proxy.

SUCCESSIVE INTERESTS

42. Where owners are entitled to successive interest in a Lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or poll.

TRUSTEE VOTE

43. Where an owner is a trustee, he shall exercise the voting rights in respect of the Lot to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

OWNERS INTEREST SUBJECT TO MORTGAGE

44. Notwithstanding the provisions of these by-laws with respect to appointment of a proxy where the owner's interest is subject to a registered mortgage and where the mortgage or these by-laws or any statute provides that the power of vote conferred on an owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or proscribed by the owner's failure to pay assessments.

VIOLATION OF BY-LAWS

- 45.
- (a) In the event of any violation of the provisions of the Act or these by-laws by an owner (either by his own conduct or by the conduct of any servant, agent, licensee, invitee, tenant of the owner or occupant of his Lot), the Corporation or its successors or assigns, the Board or its agent, or any aggrieved owner shall have each and all the rights and remedies which may be provided for in the Act, or the said by-laws, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting owner and/or others for damages or injunction or specific performance, or for judgement for payment of money and collection thereof, or for any combination of remedies, or for any other relief All expenses in connection with any such actions or proceedings, including court costs and solicitors' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest at the Corporations Bank prime rate plus two percent (2%) per annum, until paid, shall be charged to and assessed against such defaulting owner, and shall be added to and deemed part of his respective share of the common expenses, and shall

be recoverable and collectable in the same manner as contributions towards common expenses.

- (b) In the event of any such default by any owner, the Board or its agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith together with interest at the Corporations Bank prime rate plus two percent (2%) per annum until paid, shall be charged to and assessed against such defaulting owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Boards.
- (c) The violation of any restriction or condition or regulation contained in the said by-laws shall give the Board the right, in addition to any other rights provided for herein (i) to enter upon the Lot, or any portion of the common property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty, in any manner, of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- (d) The violation of any restriction or condition or regulation contained in the said by-laws shall give the Board the right, in addition to any other rights provided for herein, to levy a fine, not exceeding \$500.00 in respect of any one occurrence, after a hearing before the Board, notice of which has been given to the defaulting owner not less than seven (7) days prior to the date thereof and at which the defaulting owner has been given the opportunity to be heard. Any fine levied by the Board shall be charged to and assessed against such defaulting owner and shall be added to and deemed part of his respective share of the common expenses and shall be recoverable and collectable in the same manner as contributions towards common expenses.

EXCLUSIVE USE AREAS

46. Each Lot owner, his tenants and all occupants of the Lot shall have the irrevocable right to the exclusive use and enjoyment of certain parts of the common property as follows:

- (a) the exclusive right to use any part of the common property that by the exercise of the powers and rights given to the Developer under paragraph 49 of these by-laws is assigned to the Lot for the exclusive use and enjoyment of the owner;

which exclusive use shall be subject to the provisions of these by-laws.

MAINTENANCE OF EXCLUSIVE USE AREAS

47. While any such exclusive use area is not included in the condominium plan as part of a condominium Lot, any such exclusive use area (exclusive of the parking area) shall be maintained at the sole expense of the owner to whom it has been assigned.

CONSTRUCTION BY OWNERS ON COMMON PROPERTY AND LOTS

48.

(a) The Board may grant to an owner of any Lot the right to construct any other facility or amenity on the common property as appurtenant to the Lot and/or for the exclusive use and enjoyment of the owner, his tenants and all occupants of the Lot, if the construction of such facility or amenity is contemplated in the Master Plan and is approved by the Project Architect and the Board.

(b) Subject to all the provisions of these by-laws, each Lot owner shall have the right at his sole expense to make changes, alterations or improvements on his Lot, provided that the plans and specifications for such work are in accordance with the Master Plan and are approved by the Project Architect the Board, and the City of Estevan. Construction must be completed within a ninety (90) day period. Special permission may be requested from the Board to extend the construction time frame.

(c) Each owner of the Lot shall have the right to develop a Modular or RTM home subject to the Condominium Act and City of Estevan approvals.

(e) The fees of the Project Architect relating to any approval required under the provisions of paragraph 48 of these by-laws shall be the responsibility of the unit owner.

(f) Drainage plans for each Lot have been submitted to the City of Estevan. Any changes to existing drainage must be approved by the Condo Board and the City of Estevan.

DEVELOPER'S RIGHTS

49. Notwithstanding anything to the contrary in these by-laws, the following special provisions shall apply until completion of construction of the common property and the units owned by the Developer, and the sale of all units owned by the Developer:

(a) The development and completion of the common property shall be entirely as determined by the Developer from time to time in its sole discretion, and the Developer shall have the right to carry on all such construction in the common property and on the Lots owned by the Developer as the Developer shall deem necessary for development and completion, provided that there shall be no unreasonable interference with the means of access to the Lots of other owners or the delivery of services to the Lots of other owners.

- (b) All that part of the common property not required as a means of access to the Lots of the other owners and not required for the delivery of services to the Lots of other owners shall be under the exclusive control and management of the Developer during the time that the same is under construction and until it is completed and made available for the use and enjoyment of the owners; provided that the construction of any part of the common property, as and when undertaken by the Developer, shall be proceeded with at all times with due dispatch and completed as soon as possible.
- (c) All costs of construction in relation to the development and completion of the common property and of the Lots owned by the Developer shall be the sole responsibility of the Developer and shall not be included in the common expenses payable by the Corporation. For the purposes of this paragraph, costs of construction shall include all incremental expenses and liabilities incurred by the Corporation that are attributable to the construction carried on by the Developer, whether in relation to insurance premiums, utilities, maintenance or otherwise.
- (d) Without restricting the generality of any of the foregoing, the Developer shall have the right to use the Lots owned by it and the common property for purposes related to construction and the marketing of Lots and the Developer shall have a general right of access to the common property for purposes related to such construction and marketing and shall have the right to effect all other reasonable use of the common property and the Lots to assist in completing the building and in selling any of the Lots including:
 - i. displaying signs to indicate the sale of Lots,
 - ii. maintaining a Show Home owned by it as models for display and sales purposes,
 - iii. bringing and allowing prospective purchasers in and upon the Lots,
 - iv. maintaining construction equipment and materials upon the common property or Lots owned by the Developer.

It is the intention of these by-laws to give to the Developer all such powers and rights as may be necessary to allow the completion of the common property and the Lots owned by the Developer in the manner determined by the Developer, and wherever there may be any conflict between paragraph 49 of these by-laws and any other provision of these by-laws or any statutory right or obligation that may be waived, then paragraph 49 shall prevail and any such statutory right or obligation shall be deemed to have been waived by the owners, and the provisions of paragraph 49

shall be given such fair, broad and liberal interpretation as may be necessary to accomplish the intention herein described.

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

50. (a) The common expenses of the Corporation shall, without limiting the generality hereof, include the following:

- i. all sums of money levied or charged to the Corporation on account of any and all utilities and services including without limiting the generality of the foregoing all levies or charges on account of electricity, water, gas, and fuel service supplied to the Corporation for the project and for the benefit of all owners;
- ii. any wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
- iii. payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and the manager.
- iv. all sums of money levied against or charged to the Corporation on account of any levies or charges for waste disposal, ice and snow removal, and landscaping.
- v. costs of all legal, accounting, auditing and emergency services provided to the Corporation.
- vi. all charges on account of lighting fixtures situated on common property (street lights).
- vii. all charges on account of maintenance for common property for which the Corporation is responsible under these by-laws.
- viii. all insurance costs in respect of the insurance (liability plus common area buildings) for which the Corporation is responsible under these by-laws and/or the Act.
- ix. all other expenses which may be incurred from time to time as approved by board members where it was reasonable that such expense would have been made on behalf of the corporation.

(b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each owner at the municipal address of his unit:

- i. a copy of the budget for the ensuing fiscal year;

And

- ii. a notice of assessment for his contributions towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the owners in proportion to their unit factors as shown on the condominium plan.

(c) The budget shall set out by categories an estimate of the common expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for a contingency reserve fund.

(d) The common expenses set forth in each assessment shall be payable to the Corporation, or to any other persons, firm or corporation to whom the corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance, on the first day of each month, the first instalment to be made on the first day of each month, immediately following receipt of such notice of assessment. The owners shall provide the said twelve (12) equal consecutive monthly instalments by delivering twelve (12) post-dated cheques to the Corporation on the first (1st) day of the month immediately following receipt of the notice of assessment.

(e) All payment of whatsoever nature required to be made by each owner and not paid within ten (10) days from the due date for payment shall bear interest at the rate of the Corporations Bank prime rate plus two percent (2%) per annum from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

(f) Within thirty (30) days following written application therefor by the owner, the Corporation shall furnish to the owner a statement setting forth as of its date the amount of any unpaid assessments that are due from such owner,

- (g)
 - i. Except as provided in clause (ii) hereof, expenditures of a capital nature may not be included in the common expenses;
 - ii. Expenditures of a capital nature for any improvements or additions to the common property that are contemplated in the Master Plan may be included in the common expenses if the work undertaken is substantially as described in the Master Plan and if the same is first approved by a special resolution of the owners.
 - iii. For the purposes of this paragraph, "expenditures of a capital nature" means expenditures of amounts greater than \$500.00 for the purpose of improvements or additions to the common property, other than maintenance or replacement.

(h) The Corporation may levy condominium fees based on estimate of anticipated common expenses without regard to the foregoing provisions during the period to the first annual general meeting being convened and the fiscal year of the Corporation established, the following provisions will apply:

- i. The Developer will cause to be prepared an interim statement of anticipated common expenses, which may be revised and sent to the owners every six (6) months:
 - ii. The owner or occupier of a Lot shall pay to the developer on the first day of each month, commencing on the first day of the month next following receipt by the owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards common expenses for which his Lot is responsible, based on the Unit Factor for his unit.
- (i) The omission by the Board or Developer to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these by-laws, or release of the owner or owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No owner can exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the common property or by vacation or abandoning his Lot.

SPECIAL ASSESSMENTS

51. If at any time it appears that the annual assessment or contribution towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or contributions against each Lot in an amount sufficient to cover the additional anticipated common expenses. The Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the owners in proportion to their Unit Factor as shown in the condominium plan. All such special contribution shall be payable within (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the rate of the Corporations Bank prime rate plus two percent (2%) per annum from the due date until paid.

DEFAULT IN PAYMENT OF ASSESSMENTS

52. (a) All assessments not paid within the time provided and all arrears of any other amounts properly owing by members to the Corporation (hereinafter collectively referred to as "Assessments") shall bear interest at the prime rate of the Corporations Bank plus two percent (2%) per annum, on the amount of such Assessments outstanding from time to time

from the date provided for payment to the date of receipt by the Corporation of the full amount of such Assessment. All costs, charges and expenses including solicitor's costs (on the basis of the costs between a solicitor and his own client) incurred by the Corporation in enforcing its rights against a Lot owner in respect of such Assessments shall be charged to such owner who shall be liable to the Corporation therefor. All such costs, charges and expenses shall themselves bear interest at the prime rate of the Corporations Bank plus two percent (2%) per annum, on the full amount thereof from the date of notification to the owner of the determination thereof to the date of receipt by the Corporation of the full amount of the same, All such Assessments together with interest thereon as aforesaid and all costs, charges and expenses incurred by the Corporation in enforcing its rights against a Lot owner in respect of such Assessments including interest thereon as aforesaid, shall constitute a lien against the Lot and common interests of the owner, which shall be subordinate to the charge of any prior registered mortgage on the interest of such owner. Notwithstanding any additional rights, the Corporation may institute such action and proceedings as it deems proper or advisable for the collection of such amounts from the Lot owner.

(b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of an Assessment levied against him, for a period of thirty-one (31) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due, all costs of such action including costs as between a solicitor and his client.

(c) The Board whenever so requested in writing by an owner or registered mortgagee shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are thirty (30) days past due.

(d) The Board when giving notice of default in payment of common expenses or any other default to the owner of the Lot shall concurrently send a copy of such notice to each registered mortgagee of such Lot who has requested that such notices be sent to him.

LEASING OF UNITS

53. In the event that any owner desires to lease or rent his Lot he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Lot will comply with the provisions of the Act and of the by-laws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

SEVERABILITY

54. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any by-law does not affect the validity of the remaining by-laws, which shall continue in full force and effect as if such invalid portion had ever been included herein.

NOTICES

55. Unless otherwise expressly provided in these by-laws, service of any notice required to be given under the Act or under these by-laws shall be well and sufficiently given if sent by prepaid registered mail to the owner at the address of his Lot or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation. An notice given by regular mail shall be deemed to have been delivered on the fourth (4th) business day following mailing. An owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such owner or a mortgagee, as the case may be for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act of these by-laws.

NOTICE OF DEFAULT TO MORTGAGES

56. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an owner shall also be sent to the mortgagee.

DEBT RETIREMENT ON TERMINATION

57. Subject to all provisions of the Act, upon termination of the condominium status for any purposes, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the owners in proportion to their unit factors.

COMPANY APPOINTMENTS

58. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meeting thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the paragraph next following shall be deemed to be a resolution of the Board.

ALTERNATE BOARD REPRESENTATIVE

59. A representative of a company on the Board may appoint any person whether another owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these by-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two (2) votes, one (1) as a member

of the Board and the other as an alternate representative of a member of the Board if and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, and any appointment or removal under this by-law shall be made in writing under the hand of the representative making the same.

REALTY TAXES

60. The realty taxes and other municipal and governmental levies or assessments against lands, including improvements, comprising all or any part of the Lots and the common property comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Lot and the share in the common property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the owners according to their respective unit factors.

PROTECTION, INDEMNITY AND REMUNERATION

61. (a) No board member or officer of the Corporation shall be liable for the acts, neglect or default of any other such person or for joining any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an 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 his office or in relation thereto unless the same shall happen through his own dishonest or fraudulent act or acts.

(b) Every board member or officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against,

- i. all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or things whatsoever made, done or permitted by him in or about the execution of the duties of his office;
- ii. all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof

except for dishonest or fraudulent act or acts.

(c) The remuneration to be paid to the directors or officers for their services shall not exceed such amount as may be approved by special resolution of the owners.

(d) each owner shall indemnify and save harmless the Corporation from and against all loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any Act or omission of such owner, his family or any member thereof or any other resident of his unit.

NON-PROFIT CORPORATION

62. The Corporation is not organized for profit. No member, member of the Board or persons from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event, shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered to effect one or more of the purposes of the Corporation, and
- (b) any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

LIEN FOR ARREARS

63. (1) A corporation may register an interest based on a lien against the title of a unit for the amount of a contribution to the common expenses fund or the reserve fund levied on the owner that has not been paid.

(2) On the registration of an interest pursuant to subsection (1):

- (a) the corporation has a lien against the title for an amount that is equal to:
 - i. the amount of the unpaid contribution; and
 - ii. any costs incurred in preparing and registering the interest and in preparing and registering a discharge of the interest; and
- (b) the lien may be enforced in the same manner as a mortgage.

(3) A corporation that registers an interest pursuant to subsection (1) shall discharge the interest on payment of the amount of the lien.

(4) The corporation may require the owner to pay the costs incurred in preparing and registering the interest and in preparing and registering a discharge of the interest.

PRIORITY OF LIEN

64. (1) Subject to subsections (2) and (6), an interest based on a lien that is registered pursuant to section 63 has priority over every other registered or unregistered interest, even if that other interest existed before the lien arose.
- (2) An interest registered pursuant to section 63 does not have priority over:
- (a) a claim for taxes, charges, rates or assessments levied pursuant to *The Local Improvements Act, 1993* or any assessing Act; or
 - (b) a prescribed interest or claim.
- (3) On or before the day an interest is registered pursuant to section 63, the corporation shall give written notice of the lien to every holder of an interest whose interest is registered against the title of the unit affected by the interest.
- (4) The corporation shall give the written notice mentioned in subsection (3):
- (a) by personal service;
 - (b) by registered mail addressed to the holder of the interest at that person's last known address; or
 - (c) in any other prescribed manner.
- (5) Subject to subsection (6), the interest registered pursuant to section 63 loses its priority over another interest if the corporation fails to give the notice required pursuant to this section to the holder of that other interest.
- (6) If a corporation gives notice of an interest registered pursuant to section 63 to a holder of another interest after the day on which that interest is registered, the interest registered pursuant to section 63 has priority over that other interest to the extent of the arrears of the common expenses and reserve fund expenses that accrued during the three months before the day notice is given and that continue to accrue on and after that day.

ADDITIONAL TERMS AND CONDITIONS OF MORTGAGE

65. (1) Every mortgage of a unit is deemed to contain the following terms and conditions:
- (a) the mortgagee has the right to collect the owner's contribution to the common expenses fund and reserve fund and shall promptly pay any amount collected to the corporation on behalf of the owner;
 - (b) the owner's default in the obligation to contribute to the common expenses fund and reserve fund constitutes default under the mortgage;

- (c) the mortgagee has the right to pay:
 - i. the amounts of the owner's contribution to the common expense fund and reserve fund that become due and are unpaid with respect to the mortgaged premises; and
 - ii. all interest owing and all reasonable legal costs and reasonable expenses that the corporation incurs in connection with the collection or attempted collection of the amounts described in subclause (i), including, if applicable:
 - (A) the costs of preparing and registering an interest pursuant to section 63; and
 - (B) the costs of preparing and registering a discharge of the interest registered pursuant to section 63;
 - (d) the mortgagee may add the following amounts to the debt secured by the mortgage, and the amounts are subject to interest at the rate payable on the mortgage:
 - i. any amount paid by the mortgagee pursuant to clause (c);
 - ii. any interest, reasonable costs, charges and expenses incurred with respect to any amount paid by the mortgagee pursuant to clause (c); and
 - (e) if the owner fails to fully reimburse the mortgagee after a demand for payment has been made, the mortgage becomes immediately due and payable at the option of the mortgagee.
- (2) On receipt of a request from a mortgagee of a unit, the corporation shall provide a written statement to the mortgagee, at no charge, that sets out:
- (a) the common expenses fund and reserve fund expenses with respect to the unit; and
 - (b) if there is a default in the payment of the common expenses fund or reserve fund expenses, the amounts described in clause (1)(c) with respect to the unit.

RULES AND REGULATIONS

66. The Rules and Regulations attached hereto as Schedule "A", together with such additional rules as may be made from time to time by the Corporation pursuant to the powers under these by-laws, shall be observed by the owners and by persons permitted by any owner to be on the Lot or the common property.

AMENDEMENT OF BY-LAWS

67. (a) The above by-laws may be added to, amended or repealed by special resolution of the Corporation and not otherwise.

(b) A copy of every resolution adding to, amending or repealing these by-laws shall be sent to each registered mortgagee.

The Owners: Condominium Plan No. 102016230

Hereby enact the foregoing by-laws by the vote of all its owners.

Dated in the City of Estevan, Province of Saskatchewan this 22 day of February, 2018.

The Owners: Condominium Plan No. 102016230

Per: _____

Ruth Wall

Per: _____

Schedule "A"**DEFINITIONS AND INTERPRETATIONS**

1. In the following provisions, unless the context or subject matter requires a different meaning:
 - (a) **"Occupant"** means a person present on a Lot or in a Unit or upon the real or personal property of the Corporation or the Common Property with the permission of an owner;
 - (b) **"Owner"** includes a tenant;
 - (c) **"Boarder"** means a person to whom room and board is regularly supplied for a consideration;
 - (d) **"Roomer"** is a person to whom a room is regularly supplied for a consideration.

RULES AND REGULATIONS GOVERNING THE OWNERS

2. An Owner shall not:
 - 1) use or enjoy the real or personal property of the Corporation or the Common Property in such a manner as to unreasonably interfere with its use and enjoyment by other Owners or the occupant;
 - 2) use his Lot in a manner or for a purpose that will cause a nuisance or hazard to any other Owner or occupant;
 - 3) use his Lot for a purpose that is illegal;
 - 4) make undue noise on his Lot or on or about real property of the Corporation or the Common property;
 - 5) keep an animal or pet on his Lot or the real property of the Corporation or the Common property, except as set out in Paragraph 4 (a) herein;
 - 6) do anything in respect of his Lot, the real or personal property of the Corporation or the Common Property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the Corporation;
 - 7) hand or place on the real property of the Corporation or the Common Property or Lot anything that is, in the opinion of the Board, aesthetically displeasing when viewed from outside the Lots;
 - 8) leave articles belonging to his household on the real property of the Corporation or the Common Property when those articles are not in actual use;
 - 9) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress and egress to and from his Lot;

- 10) erect, or plant or cause to be erected or planted any fence, screen barrier, awning, shade, partition, tree, shrub or flower on, or which overhangs any part of the Common Property other than that for which such Owner has been granted the right to exclusive use, without the prior written consent of the Board;
 - 11) park any motor vehicle other than a private passenger automobile, station wagon or half-ton truck on any part of the Common Property (including any part thereof of which any Owner may have the exclusive use);
 - 12) park any motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind on any part of the Common Property or Lot other than on a parking space specifically designated for same. Park in R.V. parking area if space is available;
 - 13) make any repairs to any motor vehicle on the Common Property or on the Lot;
 - 14) park any motor vehicle in any parking stall designated from time to time by the Board as being for visitor parking;
 - 15) use any Lot in whole or in part for any commercial or professional purpose involving the attendance of the public at such Lot and without limiting the generality of the foregoing, use any Lot or part thereof as an office for a Doctor, Dentist, Chiropractor, Druggist or other professional person;
 - 16) use any portion of the real property of the Corporation or the Common Property except in accordance with the By-laws and subject to such rights therein as may have been granted by the Corporation.
 - 17) have any vehicles leaking oil or fluids. They are prohibited in the community and must be repaired off premises. Vehicles with minor drips must have a drip pan or absorbent pad designed for such purposes placed below the vehicle at all times to ensure that such drips do not reach the parking surface and residents must regularly clean the drip pan and replace the drip pad. Any ground stains must be promptly removed by the resident. Residents shall be responsible for any environmental problems caused by their vehicle leaking fluids.
3. Fences – side and rear fences shall have a maximum height of six feet (6'), home forward maximum fence height is four feet (4'). Only White vinyl or wood fences will be allowed.
 4. Permitted vehicles - private trucks up to one (1) ton, towing and moving vans acceptable. One (1) ton or larger flat deck commercial are not permitted.