

Spadina Condominiums

The Owners: Condominium Plan No. 77S18928

FORM I
(Section 24 and Regulation 26)

Amendment of Bylaws and New Scheme of Apportionment

TO: The Registrar
 Land Titles Office
 Saskatoon Land Registration District

The Owners: Condominium Plan No. 77S18928 (the "Corporation") hereby certify that by unanimous resolution passed on the 29th day of December, 1998, the bylaws applicable to that plan were added to, amended, or repealed as follows:

BE IT RESOLVED THAT:

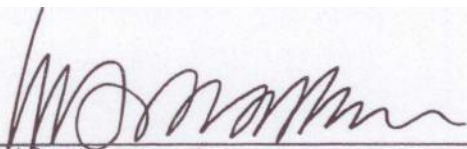
1. The bylaws of the Corporation as registered in the Saskatoon Land Titles Office as instrument no. 77S22793, or as are otherwise in effect for the Corporation, are repealed; and
2. In substitution therefore, Bylaws 1, 2 and 3 as presented to the Unit Owners are approved for all purposes in relation to the Condominium Corporation.

The Corporation further certifies that:

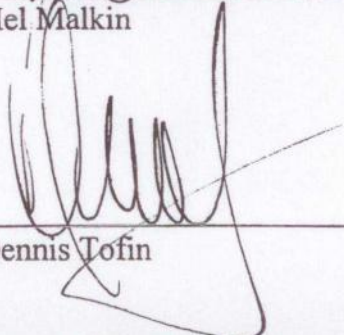
1. There are no holders of registered mortgages of units that have given written notice of their mortgages to the Corporation pursuant to section 42(2) of *The Condominium Property Act, 1993* (the "Act").
2. The Saskatchewan Housing Corporation, has not given notice to the Corporation pursuant to subsection 26(5) of the Regulations to the Act.
3. The written consents to the within scheme of apportionment have been obtained from 100% of the owners.

The seal of The Owners: Condominium Plan No. 77S18928 was affixed on the 1st day of January, 1999, in the presence of Mel Malkin and Dennis Tofin, members of the board.





Mel Malkin



Dennis Tofin

SPADINA CONDOMINIUMS

GENERAL BYLAWS

THE CONDOMINIUM PROPERTY ACT, 1993

BYLAW NO. 1

A bylaw relating generally to the transaction of the business and affairs of The Owners: Condominium Plan No. 77-S-18928 (known as Spadina Condominiums)

ARTICLE ONE

INTERPRETATION

Section 1.1 Definitions

In the bylaws of the Corporation, unless the context otherwise requires:

"**Act**" means *The Condominium Property Act, 1993* of Saskatchewan, and all regulations of the Act, together with all amendments and any statute which may be substituted for the same;

"**board**" means the board of directors of the Corporation;

"**bylaw**" or "**bylaws**" means this bylaw and all other bylaws of the Corporation from time to time in force and effect;

"**Bylaw No. 3**" means that bylaw approved by the owners as Bylaw No. 3, regarding the scheme of apportionment for the allocation of condominium fees, as amended or replaced from time to time;

"**Commercial Exclusive Use Areas**" means the areas designated for the exclusive use of the Commercial Units under section 10.6 (c) of the bylaws;

"**Commercial Owner**" means the owner or owners from time to time of the Commercial Units;

"**Commercial Property**" means all common property pertaining to the Commercial Units and the Commercial Exclusive Use Areas;

"**Commercial Units**" means units 1, 2, and 3 of the Condominium Plan;

"**Condominium Plan**" means that condominium plan registered in the Saskatoon Land Titles Office as Condominium Plan No. 77-S-18928;

"**Corporation**" means that corporation created by the Act upon the registration of the Condominium Plan and known as "The Owners:" Condominium Plan No. 77-S-18928";

"Exclusive Use Areas" means the exclusive use areas designated under section 10.6;

"meeting of owners" means an annual meeting of unit owners and first mortgagees entitled to vote, and a general meeting of unit owners and first mortgagees entitled to vote;

"**member**" or "**board member**" means a director on the board of the Corporation;

"**Property Manager**" means such professional management company as is from time to time contractually appointed by the board to manage the affairs of the Corporation;

"**recorded address**" means in the case of a unit owner his or her address as recorded in the property register; and in the case of joint unit owners, the address appearing in the property register in respect of such joint holding or the first address so appearing if there is more than one; and in the case of a board member, officer, auditor or member of a committee of the board, his or her latest address as recorded in the records of the Corporation;

"**Residential Exclusive Use Areas**" means the areas designated for the exclusive use of the Residential Units under section 10.6(a) and (b) of the bylaws;

"**Residential Owners**" means the owners from time to time of the Residential Units;

"**Residential Property**" means all common property pertaining to the Residential Units and the Residential Exclusive Use Areas;

"**Residential Units**" means units 4 to 32 inclusive, of the Condominium Plan;

"special **resolution**" means a resolution that is:

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

"**signing officer**" means, in relation to any document or instrument, any person authorized to sign the same on behalf of the Corporation by the terms of paragraph 2.3 or by the terms of a resolution duly passed by the board to such effect; and

"unanimous resolution" means:

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

Section 1.2 Other Definitions

Words and expressions which are not otherwise defined in these bylaws and which have a special meaning assigned to them in the Act or in *The Land Titles Act* for Saskatchewan shall have the same meanings as may be assigned to them in the Act or *The Land Titles Act*.

Section 1.3 General Interpretation

Where the context so requires, words used in these bylaws and importing the singular number also include the plural and vice versa; words importing the masculine gender also include the feminine gender or neuter and vice versa; and words importing persons include firms, corporations, and other legal entities.

Section 1.4 Headings

Headings used throughout these bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any bylaw.

ARTICLE TWO
BUSINESS OF THE CORPORATION

Section 2.1 Seal

The seal of the Corporation shall be such as the board may by resolution from time to time adopt.

Section 2.2 Fiscal Year

The fiscal year of the Corporation shall end on such day in each year as the board may from time to time by resolution determine.

Section 2.3 Execution of Instruments

Subject to any resolution of the board to the contrary, all deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by any two persons who hold the offices of president, treasurer, secretary, or vice-president or any one of such officers and a board member. In addition, the board may from time to time appoint the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the seal to any instrument requiring the same.

Section 2.4 Banking Arrangements

The banking business of the Corporation, including, without limitation, the borrowing of money and giving of security for the same, shall be transacted with such banks, credit unions, trust companies or other bodies corporate or organizations as carry deposit insurance and as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations or powers as the board may from time to time prescribe or authorize.

Section 2.5 Records of the Corporation

The Corporation shall prepare and maintain records containing:

- a) a copy of the Condominium Plan;
- b) the bylaws;
- c) minutes of meetings and resolutions of unit owners;
- d) copies of all notices required to be sent by the bylaws or by the Act;
- e) minutes of meetings and resolutions of the board or any committees;
- f) a parking and storage area register complying with paragraph 2.6;
- g) a unit register complying with paragraph 2.7;
- h) adequate accounting records prepared in accordance with generally accepted accounting principles; and

- i) a copy of the insurance policies of the Corporation, and receipts indicating payment of the premiums for such policies.

Such records shall be kept at such place as the board may from time to time designate, and which at all reasonable times shall be open to inspection by the unit owners or their agents. Any unit owner is entitled upon request and without charge to one copy of the bylaws. Any unit owner or his agent is entitled upon request and upon payment of a reasonable fee to a copy of any other of the records set out above.

Section 2.6 Parking and Storage Area Register

The Corporation shall prepare and maintain a current register which shall designate parking stalls and storage areas available, and indicate the unit to which the exclusive use and occupancy of each such parking stall and storage area has been designated.

Section 2.7 Unit Register

The Corporation shall prepare and maintain a current register of all of the units, which shall indicate the name of each unit owner and the unit factor for each unit. Such register shall also indicate the mailing address for each such person, which shall be such mailing address as has been provided by such unit owner to the Corporation. In the event the unit owner fails to provide the Corporation with a mailing address, the Corporation shall use such mailing address as is shown as such upon the title to the unit in the land titles office.

Where the Corporation has received:

- a) written notice from the first mortgagee on any unit pursuant to the Act; or
- b) satisfactory evidence that some other person is entitled to exercise the voting rights of a unit owner pursuant to any other provision of the Act;

it shall additionally record on the register for the unit involved the name and address of the first mortgagee or other person, as the case may be.

ARTICLE THREE BOARD MEMBERS

Section 3.1 Number of Directors and Quorum for Boards

The unit owners shall at their annual meeting determine the specific number of persons to form the board, provided, however, that the board shall consist of not less than three and not more than seven board members; and may thereafter vary from time to time the specific number of board members as will then form the board, within the minimum and maximum as set out above. A quorum for the transaction of business at any meeting of the board shall consist of a majority of the board members then appointed.

Section 3.2 Qualification

No person shall be qualified for election as a director if he or she is less than 18 years of age; if he or she is of unsound mind and has been so found; if he or she is not an individual; if he or she has the status of a bankrupt; or if he or she is a unit owner and is more than 45 days in arrears on sums owed to the Corporation. A board member need not be a unit owner. No board member shall be the spouse of another board member.

Section 3.3 Election and Term

- a) The unit owners may elect the board members to hold office for a term expiring not later than the close of the third annual meeting of the unit owners following the election. It is not necessary that all board members elected at a meeting of unit owners hold office for the same term. A board member not elected for an expressly stated term ceases to hold office at the close of the first annual meeting of unit owners following his or her election. All board members retiring at any given election may stand for re-election.
- b) If an election of board members is not held at the proper time, the incumbent board members shall continue in office until their successors are elected.
- c) Where the Board is to consist of three or four persons, the Commercial Owner may nominate one (and no more than one) nominee to the Board. Where the Board is to consist of five or six persons, the Commercial Owner may nominate up to (and no more than) two nominees to the Board. Where the Board consists of seven persons, the Commercial Owner may nominate up to (and no more than) three nominees to the Board.
- d) Where the terms of the Board members are staggered, such that not all of the positions on the Board are up for re-election, section 3.3(c) shall be read subject to the provision that the Commercial Owner shall only be permitted to nominate such number of directors (if any) as will result in the representation set out in section 3.3(c).
- e) Subject to section 3.3(d), where the Commercial Owner has nominated someone to the Board pursuant to section 3.3(c), the unit owners shall cast their votes so as to elect such nominees to the Board. Where the unit owners neglect or refuse to so cast their votes, the Commercial Owner shall be entitled to vote separately as a class to elect its nominee(s).

Section 3.4 Removal of Board Members

The unit owners may by resolution passed at a general meeting remove any board member from office and the vacancy created by such removal may be filled at the same meeting.

Section 3.5 Vacation of Office

A board member ceases to hold office when he or she dies; when he or she is removed from office by the unit owners; when he or she ceases to be qualified for election as a board member; or when his or her written resignation is sent or delivered to the Corporation (or if a time is specified in such resignation, at the time so specified, whichever is later).

Section 3.6 **Vacancies**

A quorum of the board may fill a vacancy in the board, except a vacancy resulting from an increase in the number of board members, or from a failure of the unit owners to elect a minimum number of board members. In the absence of a quorum of the board, or if the vacancy has arisen from a failure of the unit owners to elect the minimum number of board members, the board shall as soon as reasonably possible call a general meeting of unit owners to fill the vacancy. If the board fails to call such meeting or if there are no such board members then in office, any unit owner may call the meeting. Any board member appointed or elected to fill a vacancy holds office for the unexpired term of his or her predecessor.

Section 3.7 **Action by the Board**

Subject to paragraph 3.8, the powers of the board may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all the board members entitled to vote on the resolution at a meeting of the board. Where there is a vacancy in the board, the remaining board members may exercise all the powers of the board so long as a quorum remains in office.

Section 3.8 **Meetings by Telephone**

If all the board members consent, a board member may participate in a meeting of the board or of a committee of the board by means of such telephone or other communication facilities as permit all persons participating in the meeting to hear each other, and a board member participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a board member holds office.

Section 3.9 **Regular Meetings**

The board or any committee may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board or committee fixing the place and time of such regular meetings shall be sent to each board member as soon as reasonably possible after being passed, but no other notice shall be required for any such regular meeting except where the Act or these bylaws require the purpose or business of the meeting to be specified.

Section 3.10 **Calling of Other Meetings**

Other meetings of the board shall be held at such place and at such time as the president, or in his or her absence, the vice-president or any three board members, may designate, and the Secretary shall, upon the direction of such person or persons, convene a meeting of the board.

Section 3.11 **Notice of Meeting**

Except as set out in paragraph 3.9, notice of the time and place of each meeting of the board shall be given in the manner provided in paragraph 14.2 to each board member not less than 48 hours before the time when the meeting is to be held. A notice of a meeting of board members need not

specify the purpose of or the business to be transacted at the meeting, except that notice shall be given of any proposal to:

- a) submit to the unit owners any question or matter requiring the approval of the unit owners;
- b) fill a vacancy among the board members or in the office of auditor or accountant; or
- c) approve any proposed budgets or annual financial statements.

A board member may in any manner waive notice of or otherwise consent to a meeting of the board.

Section 3.12 First Meeting of New Board

Provided a quorum of board members is present, each newly elected board may without notice hold its first meeting immediately following the meeting of unit owners at which such board is elected.

Section 3.13 Adjourned Meetings

Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

Section 3.14 Chairman

The chairman of any meeting of the board shall be the first mentioned of the president or vice-president who is present at the meeting. If no such officer is present, the board members present shall choose one of their number to be chairman.

Section 3.15 Votes to Govern

At all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

Section 3.16 Conflict of Interest

A board member or officer who directly or indirectly has an interest in any material contract or a proposed material contract with the Corporation shall declare his or her interest and abstain from voting as required by the Act.

Section 3.17 Remuneration and Expenses

The board members and officers may be paid such remuneration for their services as the unit owners in meeting may from time to time determine. The board members and officers shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee of the board. Nothing contained in this section shall preclude any board member or officer from serving the Corporation in any other capacity and receiving remuneration therefor, provided that paragraph 3.16 has been complied with.

Section 3.18 Irregularity of Appointment

An act of a board member or officer is valid notwithstanding an irregularity in his or her election or appointment or a defect in his or her qualifications.

Section 3.19 Resolutions in Writing

A resolution in writing signed by all the board members of the Corporation entitled to vote on that resolution at a meeting of board members or committee of board members is as valid as if it had been passed at a meeting of the board members or a committee of board members. Such resolution may be in two or more counterparts which together shall be deemed to constitute one resolution in writing. Such resolution shall be filed with the minutes of the proceedings of board members and shall be effective on the date signed or the latest date signed on any counterpart.

Section 3.20 Duty of Care

Every director and officer of the Corporation has the duty of care, the duty to act in the best interests of the Corporation, and the duty to comply with the Act, as required by *The Interpretation Act* of Saskatchewan.

**ARTICLE FOUR
COMMITTEES**

Section 4.1 Committee of Board Members

The board may appoint a committee of board members, and delegate to such committee any of the powers of the board.

Section 4.2 Transaction of Business

The powers of a committee of board members may be exercised by a meeting at which a majority of the committee members are present, or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee.

Section 4.3 Advisory Committees

The board may also appoint such other committees composed solely or in part of members who are not board members, as it may deem advisable, whose function shall be advisory only.

Section 4.4 Procedure

Unless otherwise determined by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman, and to regulate its procedures.

ARTICLE FIVE OFFICERS

Section 5.1 Appointment

The board may from time to time appoint a president, vice-president, a secretary, a treasurer, and such other officers as the board may determine. The board may specify the duties of such officers. An officer may but need not be a board member and one person may hold more than one office.

Section 5.2 Variation of Powers and Duties

The board may from time to time vary, add to, or limit the powers and duties of an officer.

Section 5.3 Duration

The board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise, each officer appointed by the board shall hold office until his or her successor is appointed.

Section 5.4 Conflict of Interest

An officer who is not also a board member shall, in the same manner as a board member under paragraph 3.16, disclose his or her interest in any material contract or proposed material contract with the Corporation.

Section 5.5 Agents and Attorneys

The board has the power from time to time to employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the enforcement of the bylaws, for the control, management and administration of the common property, and for the exercise and performance of its powers and duties, as it thinks fit.

Section 5.6 Fidelity Bonds

The board may require such officers, employees and agents of the Corporation as the board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such form and with such surety as the board may from time to time determine.

ARTICLE SIX PROTECTION OF BOARD MEMBERS, OFFICERS AND OTHERS

Section 6.1 Indemnity

All officers and directors of the Corporation, former officers and directors, and their heirs and legal representatives are indemnified by the Corporation to the extent as provided for in *The Interpretation Act* of Saskatchewan.

Section 6.2 Insurance

Subject to any limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its board members and officers as the board may determine from time to time.

**ARTICLE SEVEN
MEETINGS OF UNIT OWNERS****Section 7.1 Annual Meetings**

Annual meetings of unit owners shall be held once in each year and not more than 15 months shall elapse between the date of one annual meeting and that of the next annual meeting.

Section 7.2 General Meetings

- a) All meetings of unit owners other than annual meetings shall be called general meetings. The board may, whenever it thinks fit, convene a general meeting.
- b) The board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a general meeting no later than 45 days after the request is received by any member of the Board.
- c) The written request for a general meeting referred to in subsection (b) is to state the general nature of the business to be conducted at the meeting.
- d) The board shall prepare an agenda, including the matter requested pursuant to subsection (c), and may add matters to the agenda other than those requested pursuant to subsection (c).

Section 7.3 Notice of Meeting

Notice of the time and place of each meeting of unit owners shall be given not less than 14 days nor more than 50 days before the date of the meeting to each board member, to the auditor (if any), and to each unit owner and first mortgagees, or other persons who at the date of the sending of the notice are entered in the unit register as being entitled to vote. Notice of a meeting of unit owners called for any purpose other than consideration of the financial statements and auditor's report, election of board members and reappointment of the incumbent auditor, shall state the nature of such business and shall state the text of any special or unanimous resolution to be submitted to the meeting. A unit owner may in any manner waive notice of or otherwise consent to a meeting of unit owners. The accidental omission to give notice to any unit owner or first mortgagee does not invalidate any proceedings at any such meeting.

Section 7.4 List of Unit Owners Entitled to Notice

For every meeting of unit owners, the Corporation shall prepare a list of unit owners, or first mortgagees and other persons entitled to vote at the meeting, showing the number of unit factors each such unit owner, first mortgagee, or such other person entitled to vote. The unit owners, first mortgagees and other persons listed shall be those shown on the property register at the close

of business on the day immediately preceding the day on which notice of the meeting is given. The list shall be available for examination by any unit owner during reasonable hours at the condominium premises.

Section 7.5 Chairman, Secretary and Scrutineers

The chairman of any meeting of unit owners shall be the first mentioned of such of the president or vice-president as has been appointed. If no such officer is present within fifteen minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a unit owner, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be unit owners, may be appointed by a resolution or by the chairman with the consent of the meeting.

Section 7.6 Persons Entitled to be Present

The only persons entitled to be present at a meeting of unit owners shall be those entitled to vote at the meeting, the board members and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act of bylaws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

Section 7.7 Quorum

A quorum for the transaction of business at any meeting of unit owners shall be those persons representing a majority of the unit factors held by those persons entitled to vote, present in person or by proxy, provided that at least 50% of the unit factors so represented must be unit factors held by Residential Owners, and 50% of the unit factors so represented must be unit factors held by the Commercial Owner.

Section 7.8 Right to Vote

Subject to the provisions of this paragraph, and of paragraph 7.9 as to the authorized representatives of any body corporate and paragraph 7.12 as to joint owners, at any meeting of unit owners in respect of which the Corporation has prepared the list referred to in paragraph 7.4, every person who is named in such list shall be entitled to vote the unit factors shown thereon opposite his or her name. In the absence of such a list, every person shall be entitled to vote at the meeting who at the time is entered in the unit register as the owner, first mortgagee or other person entitled to vote with respect to one or more units.

Section 7.9 Corporate Representatives

Any corporation which is a unit owner may by resolution of its board members, authorize such person as it thinks fit to act as its representative at any meeting of the unit owners, and the person so authorized shall be entitled to exercise the same powers on behalf of the company which he represents as that company could exercise if it were an individual unit owner. Any certificate or notice in writing effecting such authorization executed under seal by an officer of such company which is a unit owner shall, without notice of defect, be effective for purposes hereof irrespective of form.

Any first mortgagee which is not an individual and which is entitled to vote may by the act of its branch manager authorize such person as it thinks fit to act as its representative at any meeting of unit owners, and the person so authorized shall be entitled to exercise the same powers on behalf of the first mortgagee which he or she represents as the first mortgagee could exercise if an individual. Any notice in writing signed by the branch manager of such first mortgagee shall, without notice of defect, be effective for the purposes hereof irrespective of form.

Section 7.10 Proxies

Every unit owner, first mortgagee, or other person entitled to vote at a meeting of unit owners may appoint a proxyholder, or one or more proxyholders, who need not be unit owners, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. The board members and officers shall ensure that, concurrently with the giving of notice of the meeting of unit owners, a form of proxy is sent to each unit owner, first mortgagee, or other person who is entitled to vote at such meeting.

An instrument appointing a proxy may be in the following form, or in any other form which the board may approve:

"I _____, being a unit owner of The Owners: Condominium Plan No. 77-S-18928 (or a first mortgagee of the same), hereby appoint _____, of _____, in the Province of _____, as my proxy to vote for me and on my behalf at the meeting of the Corporation to be held on the _____ day of _____, 19 _____

Dated this ___ day of _____, 19 ___

Signature of Unit Owner/First Mortgagee"

Section 7.11 Time for Deposit of Proxies

The board may specify in the notice calling a meeting of unit owners a time, preceding the time of such meeting by not more than 48 hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent, as specified in the notice. If no such time is specified, a proxy shall be acted upon only if it shall have been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the meeting.

Section 7.12 Joint Unit Owners

If two or more persons hold a unit jointly or as tenants in common, any one of them present in person or represented by proxy at a meeting of unit owners may, in the absence of the other or others, vote on a show of hands or vote the unit factors. In the event of a vote by a show of hands, if two or more of those persons are present, they must agree to their vote, and only one person thereof shall be then entitled to so vote. If they disagree as to their vote, then the majority

shall decide and in the case of a tie, the vote shall not be counted. In the event of being presented with a resolution to be signed, each joint or co-owner shall be entitled to indicate his consent thereto by affixing his signature thereto, with each such signature representing his or her pro rata portion of the unit factors for the unit. In the event of a polled vote, each joint or co-owner is entitled to the number of votes which corresponds to his or her pro rata portion of unit factors.

Section 7.13 First Mortgagees and Other Persons

First mortgagees are entitled to vote in the place and stead of a unit owner in accordance with the provisions of the Act, provided the notice required by the Act has been given to the Corporation. Voting rights conferred by the Act or the bylaws may be exercised by persons other than the unit owner, as permitted by the Act.

Section 7.14 Votes to Govern

At any meeting of unit owners, every question shall, unless otherwise required by the Act or these bylaws, be determined by the majority of the votes cast on the question. In the case of an equality of votes, either upon a show of hands or upon a polled vote, the chairman of the meeting shall not be entitled to a second or casting vote, and the motion shall be deemed to have been defeated.

Section 7.15 Show of Hands

Subject to the provisions of these bylaws, any question at a meeting of unit owners shall be decided by a show of hands unless a polled vote on the question is required or demanded as set out below. Upon a show of hands, every person who is present and entitled to vote (except as may be restricted by paragraphs 7.12 and 7.13), shall have one vote, regardless of the number of unit or unit factors he or she may own or represent. Whenever a vote by show of hands has been taken, a declaration by the chairman of the meeting that the vote upon the question has been carried by a particular majority or not carried, and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the unit owners upon the question.

Section 7.16 Polled Votes

On any question proposed for consideration at a meeting of unit owners, and whether or not a show of hands has already been taken, any unit owner, first mortgagee, proxyholder or other person entitled to vote at the meeting may require and demand a polled vote. A polled vote so required shall be taken in such manner as the chairman shall direct. A request for a polled vote may be withdrawn at any time prior to the taking of the polled vote. If a polled vote is taken, each person present in person or by proxy and entitled to vote shall be entitled to the number of votes as corresponds to the unit factors for his unit or units, subject to the limitation as set forth in paragraphs 7.12 and 7.13. The result of the ballot so taken shall be the decision of the unit owners upon such question.

Section 7.17 Adjournment

If a meeting of unit owners is adjourned by one or more adjournments for less than 30 days, it shall not be necessary to give notice of such adjourned meeting other than by announcement at the meeting from which it is adjourned. If a meeting is adjourned for more than 30 days, notice shall be given as per the original meeting. If an adjournment is as a result of a quorum not being present at the opening of the meeting, then such meeting shall automatically adjourn for seven days to the same place and at the same time, and at such adjourned meeting the quorum for the transaction of business shall be those persons present personally or by proxy.

Section 7.18 Resolution in Writing

A resolution in writing signed by that number of unit owners, first mortgagees, or other persons entitled to vote in place of any unit owner as provided for in the Act, is as valid as if it had been passed at a meeting of unit owners.

Section 7.19 Financial Statements

The board shall lay before each annual meeting of unit owners a financial statement and the report of the auditor (if any) to the unit owners. The financial statement shall:

- a) be approved by the board and signed by two board members;
- b) cover a period that ended not more than three months before the annual meeting;
- c) be a comparative statement (except in the case of the first statement) relating separately to the latest completed financial year and the financial year next preceding it;
- d) be made up of a statement of profit and loss for each period, a statement of source and application of funds for each period, and a balance sheet as at the end of the period.

Section 7.20 Mailing of Financial Statements

A copy of the financial statement and auditor's report shall be sent to each unit owner and first mortgagee entitled to vote by personal delivery or by prepaid mail not less than 14 days nor more than 50 days before the date of the annual meeting.

ARTICLE EIGHT THE AUDITOR FOR THE CORPORATION

Section 8.1 Appointment of Auditor

The unit owners and first mortgagees entitled to vote shall at each annual meeting of unit owners appoint an auditor to hold office until the close of the next annual meeting. If, however, in successive years an auditor is not appointed at an annual meeting, the incumbent auditor continues in office until his successor is appointed.

Notwithstanding the above, the unit owners, first mortgagees or other persons entitled to vote may, by special resolution, resolve not to appoint an auditor. Such resolution is valid only until the next succeeding annual meeting of unit owners.

Section 8.2 Duties

The auditor, if appointed, shall have the usual duties of an auditor as determined by generally accepted accounting practices.

Section 8.3 Removal of Auditor

The unit owners, first mortgagees or other persons entitled to vote may by ordinary resolution at a general meeting remove from office the auditor for the Corporation.

Section 8.4 Vacancy

A vacancy created by the removal of an auditor may be filled at the meeting at which the auditor is removed or, if not so filled, may be filled by the board. Where there is a vacancy in the office of auditor for the Corporation which has not otherwise been filled at a meeting of unit owners, the board may fill such vacancy, and such auditor shall hold office for the unexpired term of his predecessor.

Section 8.5 Right to Information

Upon the demand of the accountant or auditor for the Corporation, the present or former board members, officers, employees or agents of the Corporation shall furnish such information and provide him or her with access to records, documents, books, accounts, and vouchers as are, in the opinion of the accountant or auditor, necessary to enable him or her to make the financial statements or reports required.

ARTICLE NINE POWERS AND DUTIES OF THE CORPORATION

Section 9.1 General Powers and Duties of the Corporation

A Corporation is responsible for the enforcement of its bylaws and the control, management, and administration of the common property, and as such have such further and other duties as set forth in the Act.

Section 9.2 Powers and Duties of Board

In accordance with the provisions of the Act, the powers and duties of the Corporation shall, subject to any restrictions imposed or direction given to the board at a duly constituted meeting of unit owners, be exercised and performed by the board. In the event the unit owners restrict the powers and duties of the board, the board members are relieved of their liabilities in relation thereto to the same extent, and such liabilities are assumed by the unit owners pro rata in accordance with their respective unit factors.

ARTICLE TEN
SPECIFIC DUTIES OF THE CORPORATION

Without restricting the generality of paragraph 9.1, the duties of the Corporation include the following:

Section 10.1 Maintenance and Repair

The Corporation shall keep in a state of good and serviceable repair and properly maintain the common property. The corporation shall additionally maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property.

Section 10.2 Notices and Orders of Public Authorities

The Corporation shall comply with notices or orders by any local authority or public authority requiring repairs to or work to be done in respect of the common property.

Section 10.3 Common Expenses Funds

a) The Corporation shall establish separate common expenses funds for the Residential Property and for the Commercial Property, for administrative expenses sufficient for:

- i) the control, management, and administration of the common property and common facilities, and for enforcement of the bylaws;
- ii) the addition of additional common property and common facilities;
- iii) the payment of any premiums of insurance; and
- iv) the discharge of any other obligation of the Corporation;

according to the scheme of apportionment set out in Bylaw No. 3, and has the power to collect such sums as are required from each owner as their respective contributions to such costs, in accordance with the provisions of the Act and these bylaws.

b) The board shall determine the amounts required for the common expenses funds for the purposes set out in subsection (a), and shall determine the amounts of each owner's contributions by apportioning the amounts required for the common expenses funds among the owners in accordance with the scheme of apportionment set out in Bylaw No. 3. The board shall also determine the time for payment of each owner's contribution to the common expenses funds.

c) The common expenses fund which has been designated for the Residential Property shall be used only for the common expenses allocated to the Residential Owners as set out in Bylaw No. 3. When such application will or may result in a shortfall in the common expenses fund for the Residential Property, the board may approve a revised budget or special

assessment, and in accordance with Bylaw No. 3, allocate the increase to the Residential Owners.

- d) The common expenses fund which has been designated for the Commercial Property shall be used only for the common expenses allocated to the Commercial Owner as set out in Bylaw No. 3. When such application will or may result in a shortfall in the common expenses fund for the Commercial Property, the board may approve a revised budget or special assessment, and in accordance with Bylaw No. 3, allocate the increase to the Commercial Owner.

Section 10.4 Reserve Funds

- a) The Corporation shall establish separate reserve funds for the Residential Property and the Commercial Property, providing for the payment of:
- i) any unforeseen common expenses; and
 - ii) for any major repairs or replacement of common facilities, common property or assets of the Corporation, including roofs, exteriors of buildings, roads, sidewalks, sewer, heating, electrical and plumbing systems, elevators and recreational and parking facilities;

according to the scheme of apportionment set out in Bylaw No. 3, and has the power to collect such sums as are required from each owner as their respective contribution to such costs in accordance with the provisions of the Act and these bylaws.

- b) The amount required for the reserve funds shall be determined by the ordinary vote of the units owners at the annual general meeting, by taking into account anticipated repair and replacement costs and life expectancy of the things mentioned in subsection (a), or as otherwise permitted or directed by the Act. The amount required for the reserve funds shall then be apportioned among the owners in accordance the scheme of apportionment set out in Bylaw No. 3. Owner's contributions to the reserve funds are then payable in the amounts and at the times as determined by the board.
- c) The reserve fund which has been designated for the Residential Property shall be used only for the reserve fund expenses allocated to the Residential Owners as set out in Bylaw No. 3. When such application will or may result in a shortfall in the reserve fund for the Residential Property, the board may submit a revised budget or special assessment to the unit owners, and in accordance with Bylaw No. 3, allocate the increase to the Residential Owners.
- d) The reserve fund which has been designated for the Commercial Property shall be used only for the reserve fund expenses allocated to the Commercial Owner as set out in Bylaw No. 3. When such application will or may result in a shortfall in the reserve fund expenses fund for the Commercial Property, the board may submit a revised budget or special assessment to the unit owners, and in accordance with Bylaw No. 3, allocate the increase to the Commercial Owner.
- e) In no event shall the unit owners approve an amount required for each of the reserve funds which is less than that required for the anticipated repair and replacement costs and life

expectancy of the things mentioned in subsection (a), unless otherwise permitted or directed by the Act. In making their decision, the unit owners may rely upon the recommendation of the board as to the amounts required.

Section 10.5 Budgets

The board shall from time to time and at least annually prepare a budget for the common expenses funds and a budget for the reserve funds, in accordance with Bylaw No. 3, and determine by estimate the amounts necessary for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be. The board shall then submit the reserve funds budget for approval of the unit owners, pursuant to section 10.4(b) above. The board shall advise all unit owners promptly in writing of the amount payable by each of them respectively, and shall deliver copies of each final budget on which such levy is based, to all unit owners shown on the unit register.

Section 10.6 Exclusive Use Areas

- a) The Corporation grants to each unit owner of the Residential Units the right to the exclusive use and enjoyment of the following portions of the common property, namely:
 - i) the balcony attached to the unit;
 - ii) one storage area as designated from time to time by the board; and
 - iii) one interior parking stall in one of the parking areas as designated on the Condominium Plan, or as otherwise redesignated.

- b) The Corporation grants to the Residential Owners, as joint tenants, the exclusive use and enjoyment of the following portions of the common property, namely:
 - i) The garbage area, vestibule and mail area as shown on Level 1 of the Condominium Plan;
 - ii) The common room, hall, kitchen, bedroom, exercise room, washrooms, shower, sauna, and pool, all of which are located on the Level 4 of the building as shown on the Condominium Plan;
 - iii) Four parking stalls on the surface parking area, as designated from time to time by the board, for use as visitor parking;
 - iv) The elevator servicing the Residential Units;
 - v) The stairwell servicing the Residential Units; and
 - vi) All hallways forming part of the common property.

- c) The Corporation grants to the owners of the Commercial Units, as joint tenants, the exclusive use and enjoyment of the following portions of the common property, namely:
 - i) The parking stalls designated for the use of the Commercial Units on the Condominium Plan, or as otherwise redesignated;

- ii) All parking stalls on the surface parking area, other than those four parking stalls designated for the exclusive use of the owners of Residential Units, as referred to in section 10.6(b)(iii);
 - iii) the storage area in the north-east corner of Level A of the Condominium Plan;
 - iv) The elevator servicing the Commercial Units; and
 - v) The stairwell servicing the Commercial Units.
- d) The Exclusive Use Areas may be used by the designated unit owner, occupier of the unit, or any guest or invitee of the same. The unit owner cannot grant the use of any Exclusive Use Areas to any other person, except as permitted by these bylaws.
- e) The Residential Owners and the Commercial Owner shall have the joint use of the parking stall designated as the first "P3" parking stall in the south-west corner on Level A of the Condominium Plan, for use by the janitor.
- 0 Unless otherwise notified in writing by the board on behalf of the Corporation, the unit owner assumes and has sole responsibility to repair and maintain the Exclusive Use Areas, at his, her or its own cost and expense. If the unit owner fails to properly repair or maintain his, her or its Exclusive Use Areas, then after 10 days written notice from the board of such default, the board or its representative may enter into the Exclusive Use Areas to rectify the default. The unit owner affected shall reimburse the Corporation for all costs incurred for labour, materials, normal overhead and profit in the doing of such maintenance and/or repairs, and the board may use all or any remedies available to the Corporation to recover such monies for the Corporation.
- g) With the exception of the planting of flowers in containers approved by the board, no unit owner shall change the appearance of any of the Exclusive Use Areas without the prior authorization of the board.

Section 10:7 - Exclusive Use of Capital Asses

- a) The Corporation grants to the Residential Owners, as joint tenants, the exclusive use and enjoyment of all capital assets and improvements purchased using funds from the reserve fund designated for the Residential Property.
- b) The Corporation grants to the Commercial Owner (or where more than one, the Commercial Owners, as joint tenants), the exclusive use and enjoyment of all capital assets and improvements purchased using funds from the reserve fund designated for the Commercial Property.

ARTICLE ELEVEN
SPECIFIC POWERS OF THE CORPORATION

Without restricting the generality of paragraph 9.1, the Corporation has the following powers:

Section 11.1 Agents and Servants

The Corporation may employ such agents and servants as the board sees fit in connection with the control, management, and administration of the common property and enforcement of the bylaws.

Section 11.2 Purchase of Personal Property

The Corporation may purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of the common property and common facilities, or for the maintenance, repair or upkeep of the common property or common facilities.

Section 11.3 Borrowing of Funds

The Corporation may borrow monies required by it in the performance of its duties or the exercise of its powers, provided that borrowings in excess of Five Thousand Dollars (\$5,000.00) in any fiscal year has been approved in a duly constituted meeting of unit owners.

Section 11.4 Giving of Security

The Corporation may secure the repayment of monies borrowed by it, and the payment of interest thereon, by granting a security interest in unpaid contributions for common expenses, or (subject to the Act), by mortgage of any property vested in it, or by any combination of those means.

Section 11.5 Investment

The Corporation may invest the reserve fund or any excess contributions towards common expenses in accordance with the provisions of *The Trustee Act*; and may retain the services of a bank or trust company or investment advisor to manage such funds in accordance with the provisions of *The Trustee Act*.

Section 11.6 Settlement of Claims

The Corporation may settle, adjust, compromise, or refer to arbitration any claim or claims which may be made on or which may be asserted on behalf of the Corporation.

Section 11.7 Payment of Levy for Common Expenses Funds and Reserve Funds

The Corporation may permit or require each unit owner to make monthly instalments on account of the contributions required from each unit owner, such amounts to be due on the first of each month; provided, however, that in the event any unit owner is over 15 days late in the payment of such instalments, and such delay in payment occurs in any three months of the fiscal year, which need not be consecutive, the board can accelerate the payments and declare the balance remaining for the rest of the fiscal year to be due and owing.

Section 11.8 Capital Expenditures

Where expenditures are contemplated by the Corporation which are for the purpose of improving or adding to the common property, or common facilities, but are not for repair, renovation,

maintenance, or replacement of the common property or common facilities, such expenditures may be included in the budget and collected for in the contributions for common expenses, if the same are first approved by a special resolution of unit owners and first mortgagees or other persons entitled to vote.

Section 11.9 Special Assessments

If at any time it appears that the annual assessment or contribution towards the common expenses funds or reserve funds will be insufficient to meet the common expenses or reserve fund expenses as the case may be, the Corporation may assess and collect a special contribution or contributions against each unit owner in an amount sufficient to cover the additional anticipated expenses. Each such special contribution, being a contribution to the common expenses fund or reserve fund, as the case may be, shall be assessed and is collectible against the unit owners in the same manner as provided by the Act and Bylaw No. 3 for regular contributions for such fund. The Corporation shall give notice of such further assessment to affected owners which shall include a written statement setting out the reasons for the assessment; and each assessment shall be due and owing by each affected unit owner in the manner and on the date or dates specified in the notice.

Section 11.10 Right to Charge Interest

- a) In the event of late payment or default in payment of any common expenses fund or reserve fund or any other charge or other assessment arising under the Act or these bylaws, the Corporation is entitled to charge interest at the rate of 18% per annum on all sums outstanding from the due date until the date of payment.
- b) The rate of interest chargeable under subsection (a) may be changed from time to time by the special resolution of the unit owners.

Section 11.11 Enforcement of Bylaws

In the event of any violation of the provisions of the Act or these bylaws by the owner, either by his or her own conduct or by the conduct of any other occupant of his or her unit:

- a) The Corporation or its agents have all of the rights and remedies which may be provided for in the Act, or these bylaws, or which may be available at law or in equity, and may and is authorized to prosecute an action or other proceedings against such defaulting owner, tenant and/or occupants for damages, injunction, specific performance, or for judgment for payment of money and collection thereof, or for a penalty as provided for by s. 99 of the Act, or for any combination of remedies, or for such other relief. The owner, on behalf of himself or herself, the tenant or other occupant, shall additionally be liable to pay to the Corporation **all expenses** incurred in connection with any such actions or proceedings, including court costs, the costs of solicitor's fees on the basis as between a solicitor and his client, and any other fees and expenses.
- b) The Corporation or its agents have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to such defaulting owner, who shall be liable to pay the same within 10 days of receipt of the notice requesting payment.

- c) The Corporation or its agents have the right to enter upon or into the unit, or any portion of
the exclusive use 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 these bylaws; and the board, or its employees or agents, shall not thereby be guilty in any manner of trespass. Any such expense so incurred shall be paid by the defaulting owner within 10 days of receipt of the notice requesting payment.
- d) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any unit owner for any unpaid assessment, instalment or payment due to the Corporation, which lien shall be a first, paramount lien against such estate or interest. The Corporation has the right to file a caveat or encumbrance against the unit title or interest of such owner in respect of the lien or charge for the amount of such unpaid assessment, instalments or payments and interest thereon, and for so often as there shall be any such unpaid assessment, instalment or payment, or interest owing; provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security each unit owner, responsible for any such unpaid assessment, instalment or payment which is in arrears for more than 30 days, hereby mortgages his or her unit to the Corporation for the full amount thereof and all assessments instalments and/or payments, and interest thereon at the rate of 18 percent per annum from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time, including all powers and remedies given to it under *The Land Titles Act* of Saskatchewan.
- e) The Corporation may require the owner of a residential unit who rents the unit to pay to and maintain with the Corporation a deposit in an amount that does not exceed the maximum amount of a security deposit pursuant to *The Residential Tenancies Act*.
- f) Subject to compliance with the Act, the Corporation may apply to the Rentalsman pursuant to *The Residential Tenancies Act* for an order of possession of a rented residential unit where a person who resides in or on the unit:
- i) causes excessive damage to the real or personal property of the Corporation or to the common property or common facilities;
 - ii) causes excessive noise; or
 - iii) is a danger to, or intimidates persons who reside in or on other units.
- g) Where an owner's contribution to the common expense fund is in arrears with respect to a residential unit, the Corporation may require the tenant to pay the amount of the arrears to the Corporation in the manner as permitted by the Act.

All of the rights and remedies set forth above are cumulative. The Corporation or the board shall not be liable or accountable for any failure or delay in exercising its remedies.

Section 11.12 Exclusive Use and Restricted Access Areas

In addition to the duty of the Corporation to grant exclusive use areas to each unit owner under the provisions of paragraph 10.6, but subject to any restrictions imposed by the Act, the Corporation shall also have the right and power to grant to a unit owner the right to exclusive use and enjoyment of other areas of the common property, or special privileges in respect thereof, on such terms and conditions as may be prescribed by the board.

The board also has the right to restrict the access of unit owners to areas of the common property or common facilities which are used for the care, maintenance, or operation of the common property or common facilities, or where it is felt such restriction is required for the safety or well-being of the unit owners or those entering upon the common property or common facilities, or where it is felt such restriction is required for the protection of the assets of the Corporation.

**ARTICLE TWELVE
DUTIES OF UNIT OWNERS**

Section 12.1 Access to Unit

- a) A unit owner shall permit the Corporation and its agents, at all reasonable times on notice, except in the case of an emergency when no notice is required, to enter his, her, or its unit for the purpose of inspecting the unit and maintaining, repairing or renewing pipes, wires, cables, and ducts for the time being existing in the building and capable of being used in connection with the enjoyment of any other unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the bylaws are being observed.
- b) Where any unit owner or occupant of a unit is unavailable for the giving of the notice required under paragraph (a) above, the Corporation and its agents has the right to enter the unit for the purpose of inspection and maintenance of the central systems for the building, in addition to the right to enter the unit for emergency purposes as referred to in paragraph (a) above.
- c) Any Residential Owner who will be leaving his or her unit unoccupied for more than one month's time shall notify the building manager.

Section 12.2 Work Orders and Payment of Taxes

A unit owner shall immediately carry out all work that may be ordered by any municipality or public authority in respect of his, her, or its unit (other than such work as may be on or affecting the common property), and pay all rates, taxes, charges outgoings and assessments that may be payable in respect of his, her, or its unit.

Section 12.3 Use of the Common Property

A unit owner shall use and enjoy the common property in such manner as to not unreasonably interfere with the use and enjoyment thereof by other owners or their families or visitors.

Section 12.4 Compliance with Bylaws

A unit owner shall ensure that he or she and their family, tenants, visitors, and other occupants of the unit follow and comply with the bylaws of the Corporation in force from time to time.

Section 12.5 Notification of Change of Address or Ownership

A unit owner shall immediately notify the Corporation upon any change of address for the unit owner, or any change in ownership of his, her, or its unit.

Section 12.6 Payment of Common Expenses and Other Assessments

The unit owner shall pay when due the amount of all contributions for the common expenses fund and reserve fund and other fines, charges, and assessments as may be levied against the unit owner or for which he or she is liable to the Corporation, together with interest as permitted by these bylaws.

If the unit owner fails to make any such payment when due, and the unit is occupied by a tenant of the unit owner, such unit owner hereby assigns to the Corporation such portion of the rent as is required to pay such amount owing together with accrued interest, and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the unit owner by the tenant.

Section 12.7 Compliance with Statutes and Regulations

A unit owner shall comply with all statutes, regulations, and bylaws of the federal or provincial government or municipal authority which in any way affects the unit or its use and occupation.

Section 12.8 Acts Affecting Insurance

A unit owner shall not do or permit to be done any act or thing which may render void or voidable, any policy of insurance on the building, or which may cause any increased premium to be payable in respect of any such policy. If the rate of insurance is increased by reason of the use of the unit by an owner, he, she, or it shall be personally liable to the Corporation for the increased cost of the insurance resulting therefrom, and shall pay the sum required within 10 days of receipt of the notice regarding the same.

Section 12.9 Damage to Common Areas

Each unit owner is responsible for damage caused to the common property, common facilities or other property owned by the Corporation where such damage is caused by the wanton or negligent acts of himself, herself or itself, members of his or her family, his, her, or its tenants, invitees, contractors, or licensees. Should any unit owner fail to repair in a manner satisfactory to the board those items so damaged, after 10 days' written notice given by the board to do so, then the board may do or cause to be done such repair and the unit owner shall be liable to reimburse

the Corporation for all monies expended in making such repairs within 10 days of having received notice of the sum required for such reimbursement.

Section 12.10 Tenants and Occupiers

- a) No owner of a residential unit shall rent the unit until the unit owner has given written notice to the Corporation of the owner's intention to rent the unit, setting out the address at which the owner may be served with a notice pursuant to the Act. Such owner shall then give written notice of the name of the tenant within 20 days after the beginning of the tenancy, and written notice that the unit is no longer rented within 20 days after the end of the tenancy.
- b) A unit owner who leases or grants possession of a unit which is not a residential unit, to any tenant or occupier shall:
 - i) cause the tenant or occupier to undertake in writing to be bound by and comply with the bylaws of the Corporation; and
 - ii) give notice to the Corporation of the tenancy or the occupancy accompanied by the written undertaking of the tenant, tenants, or occupiers to be bound by the bylaws of the Corporation;

provided that nothing herein shall in any way remove, waive or alter the responsibility of each such owner for the performance of all bylaws for all persons using or occupying his, her, or its unit.

ARTICLE THIRTEEN INSURANCE

Section 13.1 Insurance

Subject always to the Act, the Corporation shall obtain and maintain, to the extent obtainable from the insurance industry, the following insurance in one or more policies:

- a) Insurance against damage by fire and such other perils as the board may from time to time deem advisable, insuring the common property, common facilities, and the units (but excluding any betterments and improvements to the units made by the owner), in an amount equal to the full replacement value of such units, common property and common facilities, without deduction for depreciation.
- b) Insurance against damage by fire and such other perils as the board may from time to time deem advisable insuring such personal property as may be owned by the Corporation, without deduction for depreciation, which policy may be subject to a loss deductible clause.
- c) Insurance on boilers or pressure vessels or other machinery, insuring against damage to such machinery, boilers, or pressure vessels as the board may deem advisable.
- d) Public liability and property damage insurance insuring the liability of the Corporation, its servants and agents and the unit owners from time to time, in amounts to be determined by

the board but in any event in an amount of not less than One Million Dollars (\$1,000,000.00), inclusive of bodily injury and/or property damage per occurrence, provided that the coverage afforded by such insurance shall apply to any action brought against any of the insureds by any other insured in the same manner as though separate policies were issued to each.

- e) Such other insurance as the board members may deem advisable from time to time, including, without limiting the generality of the foregoing, errors and omissions insurance for the acts of the board members.

Section 13.2 Nature of Insurance Policies

Such insurance policies shall insure the interest of the Corporation and, if the same is available and applicable, the owners from time to time as their respective interests may appear; and, such policies shall be subject to the following provisions, to the extent obtainable, namely:

- a) Any loss shall be payable to the Corporation or a named insurance trustee, to be distributed in accordance with the provisions of the Act;
- b) There shall be waivers of subrogation against the Corporation, its board members, agents, employees and servants, and against the owners, members of the households of the owners and their guests and the occupants of the units, except for arson and fraud;
- c) Such policies shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation;
- d) A waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Condominium Plan is terminated;
- e) The conduct of any one or more of the unit owners shall not constitute grounds for avoiding liability under the policy;
- f) If the same is available and applicable, a standard mortgage endorsement;
- g) A cross liability endorsement wherein the rights of any insured shall not be prejudiced with respect to another insured; and
- h) The amount of the deductible shall be that as approved by the unit owners from time to time.

Section 13.3 Review of Insurance Policies

The limits of coverage of all policies of insurance obtained and maintained by the Corporation shall be reviewed at least every two years by the board.

**ARTICLE FOURTEEN
MISCELLANEOUS**

Section 14.1 Severability

The provisions hereof are independent and severable and the invalidity in whole or in part of any portion of these bylaws does not affect the validity of the remaining bylaws and shall continue in full force and effect as if such invalid provision had not been included herein.

Section 14.2 Notices

Unless expressly provided in the Act or these bylaws, service of any notice required to be given under the Act or under these bylaws to any unit owner or first mortgagee, or any other person upon whom service of notice is required is sufficiently given if sent by prepaid ordinary mail, or left in the mailbox at the premises, or left with an adult person at the premises of the unit owner or first mortgagee or other person, at the recorded address as shown on the property register.

Notwithstanding the above, a notice to be served on the owner or tenant pursuant to section 80 of the Act and section 11.11(0) of these bylaws shall be served in the manner required by the Act.

A document to be served on the Corporation or the board shall be delivered in the manner provided for in the Act.

Any notice given by post shall be deemed to have been given and received 48 hours after it has been posted subject only to general mail interruption.

The word "notice" shall include any request, statement, invoice or other writing required or permitted to be given hereunder or pursuant to the Act or by these bylaws.

Section 14.3 Amendment of Bylaws

These bylaws can only be repealed, amended, replaced, or added to, in the manner as provided for in the Act.

THIS BYLAW NO. 1 was confirmed by the Owners in accordance with the Act, the 29th day of December, 1998.

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SPADINA CONDOMINIUMS
THE CONDOMINIUM PROPERTY ACT, 1993
BYLAW NO. 2

A second bylaw relating to the transaction of the business and affairs of The Owners.. Condominium Plan No. 77-S-18928 (known as Spadina Condominiums)

1. General Duties and Obligations for All Unit Owners (Commercial and Residential)

1.1 A unit owner shall not do or permit any tenant or other occupant of his, her or its unit, or other guest or invitee, to do any of the following:

- a) Make or permit noise in or about any unit, the common property, or common facilities which in the opinion of the board is a nuisance or unreasonably interferes with the use and enjoyment of a unit, the common property, or common facilities by any other unit owner;
- b) Erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on the common property, common facilities, or any exclusive use area assigned to him, her, or it;
- c) Permit, erect or cause to be erected or to remain outside any balcony window or door of any part of a unit or on the common property, or common facilities, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades, screens, signage, or any other matter or thing without the consent in writing of the board. No television or mobile telephone or radio antennae, tower or similar structure shall be erected on or fastened to any unit except in connection with a common television antennae or cable system as authorized by the board, and then only in accordance with the regulations therefor which may be established by the board;
- d) Store any coal or any combustible, inflammable or offensive goods, provisions or materials in his, her or its unit or common facilities or on the common property without the prior written consent of the board, which consent can be arbitrarily withheld, or, if given, can be withdrawn on 7 days' notice to that effect;
- e) Do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns, or any other part of the common property;
- f) Deposit customary refuse and garbage outside his, her, or its unit other than in the proper garbage disposal containers allocated for that purpose, and in accordance with the rules established from time to time by the board;
- g) Change the appearance of any exterior doors or windows of the unit without the prior written consent of the board;

- h) Permit any member of his or her household, guests or visitors, or his, her or its tenants, employees, agents, or invitees to trespass on the part of the common property to which another unit owner or owners have the exclusive use;
- i) Obstruct or permit any walkways, passage or driveways or parking areas to be obstructed by his or her or its family, guests, visitors, or his, her or its tenants, employees, agents or invitees;
- j) Allow any exclusive use areas assigned to him, her or it to become unsanitary or unsightly in appearance;
- k) Use a toilet, sink, tub, drain, or other plumbing fixture for a purpose other than that for which it is constructed, and which is likely to cause damage to the common property, common facilities, or the property of another unit owner;
- l) Conduct any auction sale or other sale outside the unit or on the common property without the consent in writing of the board;
- m) At any time use or permit the use of any part of the unit for any illegal or immoral purposes or any purpose that will injure the reputation of the building, or disturb the occupants;
- n) Offer the unit for sale or for lease by placing any notice on any door or window or wall of the building or any appurtenances thereto without the prior written consent of the board; or
- o) Do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium therefor.

1.2 An owner's duty and obligations with respect to the repair and maintenance of his, her or its unit, and restrictions regarding the common property, are as follows:

- a) Subject to any other restrictions imposed in these bylaws, each unit owner is responsible for the repair and maintenance of his, her or its unit. Should any unit owner fail to maintain or repair in a manner satisfactory to the board or its representatives those items for which he, she or it is responsible, and if such failure to maintain or repair causes a nuisance or hazard to any other owner or occupant, or if it affects any other unit or the common property, then the board may do or cause to be done the maintenance or repair. The unit 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 respect of the doing of such maintenance or repairs, and the board may use all or any of the remedies open to the Corporation to recover such monies for the Corporation.
- b) No owner shall paint, re-surface, or otherwise decorate the walls, ceilings or floors of the balcony without prior written approval of the board. The board may require the owner to paint any part of the balcony, and regulate the colour and type of paint to be used, and the owner shall carry out such instructions. The board may also arrange for the painting of the balcony by a contractor, which shall then be paid for from the appropriate common expenses or reserve fund.

- c) Notwithstanding Section 1.2(a), no unit owner shall do any of the following acts, nor permit any tenant or other occupant of a unit, or guest or invitee to any of the following acts, namely:
- i) make any alterations to structural bearing walls in a unit or forming part of the common property;
 - ii) make any other structural alterations or any additions to a unit or the common property;
 - iii) make any alteration which will affect the fire rating or soundproofing of a unit or the common property;
 - iv) make any changes in the plumbing, electrical or other mechanical system of a unit, or which will affect another unit or the common property;
 - v) attach anything to or make any changes to the outside of the building, including the balcony; or
 - vi) decorate, alter or repair any part of the common property or common facilities;
- without the prior written consent of the Board. In the case of permitted structural changes or changes to the plumbing, electrical or mechanical systems, the unit owner shall provide the board with as-built drawings following completion.
- d) All repairs, maintenance, alterations or additions to a unit shall comply with all applicable building codes, zoning bylaws and any other municipal, provincial, or national regulation or legislation applicable to the same.

2. General Duties and Obligations of Residential Unit Owners

- 2.1 A Residential Unit Owner shall not do or permit any tenant or other occupant of his or her unit, or any guest or invitee, to do any of the following:
- a) Keep any animal, livestock, fowl, reptile or pet of any kind in his or her unit or upon the common property or common facilities other than dogs, cats, and other usual household pets, each weighing less than 20 pounds, and in reasonable number as determined by the board, provided such permitted pets are not kept or bred for any commercial purpose, and provided that the owner complies with the rules established from time to time by the board with respect to the care, control and conduct of the pet. Where the owner or occupant is not in compliance with this bylaw, or the permitted pet is causing a nuisance or making an unreasonable disturbance, or where the owner or occupant fails to care for or control the permitted pet or comply with the rules of conduct as established from time to time by the board, the board may, upon 7 days written notice to the owner or occupant require that the animal, livestock, fowl, reptile, or pet be permanently removed from the premises;
 - b) Permit laundry to be hung other than inside the unit;
 - c) Allow or cause any household or personal effects or articles belonging to him or her to be kept anywhere except inside his or her unit when not in actual use; and each unit owner will comply with all reasonable requests of the board that all household or

personal effects or articles, including bicycles, toys and like things belonging to a unit owner's household, be put away inside such unit when not in actual use;

- d) Use any portion of the common property or common facilities designated for recreational use except in accordance with the rules therefor which have been established from time to time by the board;
 - e) Permit any more than two persons to occupy a one-bedroom unit nor more than four persons to occupy a two-bedroom unit, nor more than five persons to occupy a three-bedroom unit, unless approval is obtained from the board; or
 - f) At any time use or permit the use of any part of the unit for any purpose other than as a private residence for the owner and his or her family, or tenants, and in particular, shall not operate any business from the unit.
- 2.2 Each Residential Unit Owner shall, and shall cause all tenants or other occupants of his, her or its unit, and guests and invitees to comply with all rules of the board established from time to time for the safe use and enjoyment of the common property and the common facilities, including Exclusive Use Areas.

3. **General Duties and Obligations of the Commercial Unit Owner**

3.1 The Commercial Unit Owner shall not do or permit any tenant, employee of a tenant or other occupant of any portion of the Commercial Units or other invitee, to:

- a) Use any part of the Commercial Unit as a place of residence;
- b) Use any part of the Commercial Unit in violation of any municipal, provincial, or federal law, rule or regulation, including (but not limited to), any environmental law, rule or regulation;
- c) Keep any animal, livestock, fowl, reptile or pet in any of its units or upon the common property or common facilities;
- d) Use any part of the Commercial Unit for any business which:
 - i) is a nightclub, bar, or other business where the primary business is the sale of alcohol;
 - ii) will result in any smells emanating from the premises, unless adequate ventilation as approved by the board is provided so as to prevent such smells from disturbing the Residential Unit Owners;
 - iii) will result in any undue noise emanating from the premises, unless adequate soundproofing as approved by the board is provided so as to prevent such noise from disturbing the Residential Unit Owners; or
- e) will otherwise disturb Residential Unit Owners in their quiet enjoyment of their units, unless changes as approved by the board are made to the structure or mechanical systems so as to prevent such business from disturbing the Residential Unit Owners.

3.2 The Commercial Unit Owner shall, and shall cause all tenants, employees of tenants, and invitees to comply with all rules of the board established from time to time for the safe use

and enjoyment of the common property and the common facilities, including Exclusive Use Areas.

4. Parking (Commercial and Residential)

- 4.1 A unit owner shall not do or permit any tenant, employee of a tenant, or other occupant of his, her or its unit or guest or invitee to do any of the following:
- a) Repair or adjust automobiles on the common property, nor bring any vehicles other than private passenger automobiles onto the common property without the written consent of the board, save in the course of delivery to or removal from the respective premises, provided, however, that such delivery vehicles shall not be permitted to travel on any of the common property other than roadways;
 - b) Park any motor vehicle in any parking stall designated from time to time by the board as being for visitor parking, or for the use of another unit owner; or
 - c) Leave any vehicle unattended in the lobby entrance or in the entry driveway.
- 4.2 A Residential Unit Owner or occupant of a Residential Unit may wash, clean, or polish his or her automobile on the parking premises, provided he or she thoroughly cleans the area before leaving, and washes the automobile so as to ensure that no excessive spillage of water occurs.
- 4.3 A Residential Unit Owner may rent or give the use of his or her parking stall to any other unit owner or occupant, but shall not rent his or her parking stall to any other person, corporation, or other legal entity without the authorization of the board.
- 4.4 A Commercial Unit Owner may rent or give the use of any of its parking stalls to any other unit owner, to any occupant of a Residential Unit, or to any tenant or employee of a tenant of a Commercial Unit. Where the Commercial Unit Owner wishes to rent any of its parking stalls to any other person, corporation, or legal entity:
- a) The Commercial Unit Owner shall first offer to rent the available parking stall to any Residential Unit Owner who has communicated his or her wish to the Commercial Unit Owner to rent an additional parking stall, provided that the Commercial Unit Owner shall not be required to rent such parking stall to the Residential Unit Owner on anything greater than a month-to-month basis, and the Residential Unit Owner shall be prepared to vacate the parking stall should the Commercial Unit Owner require it for use by a tenant or employee of a tenant of a Commercial Unit.
 - b) Where there are no Residential Owners who have communicated their wish to rent an additional parking stall from the Commercial Owner on such terms, then the Commercial Owner may rent its additional parking stalls to such person, corporation, or other legal entity as it sees fit, provided such renter agrees to be bound by the terms of these bylaws regarding the use of parking stalls.
- 4.5 Vehicles parked in violation of these bylaws may be towed away as authorized by any two members of the board, at the expense of the unit owner, and without any liability on the part of the board members or the condominium corporation for any damage caused to the vehicle in the course of or as a result of towing. Where the vehicle belongs to a tenant,

guest, invitee, or other occupant of the unit, the unit owner shall similarly be liable for all costs, including any damage caused to the vehicle in the course of or as a result of towing.

THIS BYLAW NO. 2 was confirmed by the Owners in accordance with the Act, the 29th day of December, 1998.

A handwritten signature in cursive script, appearing to read "J. Williams", is written on a light-colored rectangular background.

Secretary

I.

SPADINA CONDOMINIUMS

THE CONDOMINIUM PROPERTY ACT, 1993

BYLAW NO. 3

SCHEME OF APPORTIONMENT

A third bylaw relating to the transaction of the business and affairs of The Owners: Condominium Plan No. 77S18928 (known as Spadina Condominiums)

- I. The scheme of apportionment for contributions to the common expenses funds and reserve funds of the Corporation shall be as follows:
 - a) The budget for the annual common expenses and reserve fund, or for any special assessments relating to the common expenses or reserve funds, shall provide separate categories for the Residential Property and the Commercial Property.
 - b) The budget for the Residential Property (the "Residential Unit Owners' Budget Share") shall include the following:
 - i) 100% of all common expenses for television service to the Residential Units, residential garbage pickup, and the electricity metered separately for the Residential Units through the meters located in the telephone room in the underground parkade, shown as Level A on the Condominium Plan;
 - ii) 100% of all exterior signage for the Residential Units;
 - iii) 55.69% of the common expenses and the reserve fund expenses related to the entire underground parkade and all of the outdoor parking stalls;
 - iv) 55.69% of all common expenses and reserve fund expenses related to the caretaker's suite, services area, garbage area, and storage area shown on Level 1 of the Condominium Plan;
 - v) 100% of the reserve fund expenses related to decorating and furnishing the residential vestibule and mail area, including painting, wall treatments, and replacement of floor coverings;
 - vi) 55.69% of the common expenses and other reserve fund expenses related to the residential vestibule and mail area;
 - vii) 55.69% of all common expenses and reserve fund expenses related to the telephone room shown on Level 2 of the Condominium Plan;
 - viii) 100% of the reserve fund expenses related to decorating and furnishing, and equipping the common room, kitchen, bedroom, exercise room, washrooms, shower, sauna, and pool area as shown on Level 4 of the Condominium Plan, including painting, wall treatments, and replacement of floor coverings;

- ix) 55.69% of the common expenses and all other reserve fund expenses relating to the common room, hallway, kitchen, bedroom, exercise room, washrooms, shower, sauna, and pool area as shown on Level 4 of the Condominium Plan;
 - x) 50% of the common expenses for both of the elevators;
 - xi) 100% of the reserve fund expenses relating to decorating, furnishing and equipping all hallways and laundry rooms forming part of the common property, including painting, wall treatments, and replacement of floor coverings, and the supply of laundry equipment;
 - xii) 55.69% of all common expenses and other reserve fund expenses related to all interior stairs and stairwells, and hallways forming part of the common property; and
 - xiii) 55.69% of all other common expenses and reserve fund expenses not otherwise allocated.
- c) The budget for the Commercial Property (the "Commercial Unit Owner's Budget Share) shall include the following:
- i) 100% of all common expenses for commercial garbage pickup, and the electricity metered separately for the Commercial Units through the meters located in the telephone room in the underground parkade, shown as Level A on the Condominium Plan;
 - ii) 100% of all exterior signage for the Commercial Units;
 - iii) 44.31% of the common expenses and the reserve fund expenses related to the entire underground parkade and all of the outdoor parking stalls;
 - iv) 44.31% of all common expenses and reserve fund expenses related to the caretaker's suite, services area, garbage area, and storage area shown on Level 1 of the Condominium Plan;
 - v) 44.31% of the common expenses and reserve fund expenses related to the residential vestibule and mail area, other than for decorating or furnishings;
 - vi) 44.31% of all common expenses and reserve fund expenses related to the telephone room shown on Level 2 of the Condominium Plan;
 - vii) 44.31% of the common expenses and all other reserve fund expenses relating to the common room, hallway, kitchen, bedroom, exercise room, washrooms, shower, sauna, and pool area as shown on Level 4 of the Condominium Plan, other than for decorating, furnishings, or exercise equipment;
 - viii) 44.31% of the common expenses and all other reserve fund expenses relating to all hallways and laundry rooms forming part of the common property, other than for decorating, furnishings, or laundry equipment;
 - ix) 50% of the common expenses for both of the elevators;

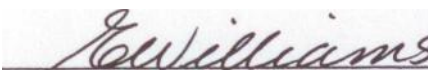
- x) 44.31% of all common expenses and reserve fund expenses related to all interior stairs and stairwells, and hallways forming part of the common property; and
 - xi) 44.31% of all other common expenses and reserve fund expenses not otherwise allocated.
- d) Once the budget is approved by the Board, and, where required by the Act, by the unit owners:
- i) the amounts required for the Residential Unit Owners' Budget Share shall be allocated among the unit owners of the Residential Units in the proportion which the unit factors of their respective units bear to the total unit factors for all of the Residential Unit Owners; and
 - ii) the amounts required for the Commercial Unit Owner's Budget Share shall be allocated to the owner of the Commercial Units. Where the Commercial Units are separately owned by more than one person or corporation, the amounts required for the Commercial Unit Owner's Budget Share shall be allocated among the unit owners of the Commercial Units in the proportion which the unit factors of their respective units bear to the total unit factors for all of the Commercial Unit Owners.
- e) The Corporation shall then raise the amounts required by levying contributions on the unit owners in accordance with each owner's calculated share.
2. Subject to court order, upon a liquidation or dissolution of the Corporation, following payment of all debts and other amounts as ordered by the court, the assets of the Corporation and the remaining common property shall be divided as follows:
- a) The Residential Unit Owners shall receive:
 - i) All capital assets and improvements purchased with funds from the reserve fund designated for the Residential Property;
 - ii) Any amounts remaining in the common expenses fund or reserve fund designated for the Residential Property;
 - iii) 55.69% of any insurance proceeds; and
 - iv) 55.69% of any land and other common property then remaining, or the proceeds therefrom;
- which shall be divided among the Residential Unit Owners in the proportion which the unit factors of their respective units bear to the total unit factors for all of the Residential Unit Owners, taking into account any mortgages or other amounts which may have been first paid from such assets by court order.
- b) The Commercial Unit Owner shall receive:

- i) All capital assets and improvements purchased with funds from the reserve fund designated for the Commercial Property;
- ii) Any amounts remaining in the common expenses fund or reserve fund designated for the Commercial Property;
- iii) 44.31% of any insurance proceeds; and
- iv) 44.31% of any land and other common property then remaining, or the proceeds therefrom;

which shall be distributed to the Commercial Owner, and where the Commercial Units are owned separately by more than one owner, shall be divided among the Commercial Unit Owners in the proportion which the unit factors of their respective units bear to the total unit factors for all of the Commercial Unit Owners, taking into account any mortgages and other amounts which may have been first paid from such assets by court order.

3. This Bylaw No. 3 may only be amended or repealed by compliance with the same requirements to establish a scheme of apportionment under the provisions of the Act.

THIS BYLAW NO. 3 was approved by the Owners in accordance with the Act and section 26 of the Regulations, the 29th day of December, 1998.


Secretary