



**The Law Society
of Manitoba**

INCORPORATED 1877 | INCORPORÉ EN 1877

REAL ESTATE

Chapter 5

Condominiums

Forms and Precedents

November 2019

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1. Condominium Unit Offer to Purchase

[Document follows on next page]

CONDOMINIUM UNIT FORM OF OFFER TO PURCHASE

This form of offer is prescribed under *The Real Estate Brokers Act* for use by brokers in the purchase of a completed condominium unit in a registered Condominium Project under *The Condominium Act*. (NOTE: Other rights, obligations and remedies are provided under *The Condominium Act*.)

LISTING BROKER

SELLING BROKER

LISTING SALESPERSON

SELLING SALESPERSON

CONFIRMATION OF REPRESENTATION

In representing the parties in the negotiations for the purchase and sale of the Property:

The Selling Broker represents (check applicable statement):

- ☐ the Buyer and does not represent the Seller
☐ the Seller and does not represent the Buyer
☐ both parties with the consent of each

_____ Buyer's initials _____ Seller's initials

_____ Selling Salesperson's initials

The Listing Broker represents (check applicable statement):

- ☐ the Seller and does not represent the Buyer
☐ the Buyer and does not represent the Seller
☐ both parties with the consent of each

_____ Seller's initials _____ Buyer's initials

_____ Listing Salesperson's initials

To _____ (the "Seller")

Seller's address _____ Seller's fax number _____

IMWe (the "Buyer"):

Buyer _____

Buyer's address _____ Buyer's initials _____

Buyer _____

Buyer's address _____ Buyer's initials _____

offer to purchase, through the above named Brokers, the Property upon the following terms outlined in this agreement:

For the purpose of section 48 of *The Condominium Act*, the buyer to whom the seller is to give disclosure documents and a notice of material change, and who is authorized to exercise the right to cancel the agreement of purchase and sale under section 54 of that Act, and who is authorized to make the statutory declaration under section 57 of that Act shall be

(If no name is indicated, the first buyer named in the offer is designated as the Buyer)

SUBJECT MATTERS OF THIS OFFER

1. The Property (the "Property") has a civic address of: _____ and is comprised of:

(a) Unit No. _____ (the "Unit") of the condominium project known as _____

_____ (the "Condominium Project"), the condominium corporation for the Condominium Project being Condominium Corporation No. _____ (the "Condominium Corporation");

(b) An undivided _____ % share in the common elements of the Condominium Project appurtenant to the Unit; and

(c) The following exclusive use common elements allocated to the Unit, namely (if none, state "None"):

(i) parking stall(s) No(s) _____; (ii) mailbox _____; (iii) locker/storage compartment(s) _____;

and (iv) others _____

all of the foregoing in accordance with the condominium plans for the Condominium Project (including the said unit), and subject to such terms, conditions and restrictions as set forth in the condominium declaration, the Condominium Corporation By-laws and the Condominium Project rules and *The Condominium Act* and regulations.

There shall be:

(A) subject to the provisions of the condominium declaration, included in or with the Unit, all fixtures in the Unit, including in particular, all electric light fixtures, heating and plumbing fixtures, fitted carpets, curtain rods, drapery tracks, screen and storm windows and doors as now form part of the said unit, but excluding these fixtures:

(B) excluded from the sale of the Unit, all goods and chattels which are not fixtures, excepting for the following goods and chattels which are included:

If the Unit is a bare land condominium unit, there shall be included with the Unit all buildings located on the land forming part of the Unit.

PURCHASE AND SALE PRICE AND PAYMENT

2. (a) The total purchase price to be paid by the Buyer to the Seller is \$ _____ payable as follows:

(i) A deposit of _____ \$

(ii) By assumption of existing mortgage(s) having a (aggregate) balance of principal and interest on the Possession Date ("Assumption of Mortgage(s) Schedule" must be attached) of _____ \$

(iii) By net proceeds of a new mortgage to be arranged by the Buyer as follows:

term _____ years; annual interest rate not to exceed _____ %;

monthly payments excluding taxes not to exceed \$ _____ \$

(iv) By cash, certified cheque, bank draft or lawyer's trust cheque on or before the Possession Date of _____ \$

(v) Other _____ \$

TOTAL PURCHASE PRICE _____

(b) If part of the purchase price is to be paid from the proceeds of a new mortgage, payment of that amount may be delayed by the time required for registration of the mortgage to be completed by the Land Titles Office and reported to the mortgagee and, if so, that amount shall bear interest payable to the Seller at the same rate as the new mortgage until paid. The Seller shall have a lien and charge against the Property for the unpaid portion of the purchase price (with interest as aforementioned).

- (c) If the deposit is submitted by way of cheque or other payment instrument, it shall be made payable to the Listing Broker. If the deposit is submitted in cash, it shall be deposited by the Broker receiving it. The deposit, howsoever paid, will be held in trust for the Buyer and same shall be returned to the Buyer without deduction, interest or other charge of any kind if this Offer is not accepted in accordance with its terms.
- (d) After this Offer has been accepted by the Seller, the deposit shall be held by the Listing Broker in trust, and the deposit shall, subject to the terms of this Offer, be paid or credited to the Seller as part of the purchase price when the Seller has carried out the Seller's entire obligations under this agreement.
- (e) The Buyer agrees to contribute to the common expenses in the amount of \$ _____ per month from the date of adjustments, subject to further adjustment by the Condominium Corporation.

POSSESSION

3. (a) Possession shall be given by _____ a.m./p.m. on the _____ day of _____ (the "Possession Date");
- (b) Unless otherwise agreed to, such possession shall mean vacant of any persons occupying the Property and with all fixtures and goods and chattels not included in this transaction removed from the Property.

SELLER'S PROMISES AS TO THE STATUS OF THE CONDOMINIUM PROJECT AND THE UNIT AND ITS APPURTENANT INTEREST

4. The Seller promises that at the time of possession:

- (a) as of this date or _____, the balance shown in the Condominium Project's reserve fund account is: \$ _____
- (b) if the Unit is a bare land condominium unit, the Unit will be free from all encroachments by adjoining structures and improvements except: _____
- (c) the structures and improvements forming part of the Condominium Project will not encroach beyond the limits of the Condominium Project lands or on any public utility right of way, except: _____ and if the Unit is a bare land condominium unit, the structures and improvements forming part of the Unit will not encroach beyond the limits of the Unit lands or on any public utility right-of-way, except: _____
- (d) unless otherwise specified in this Offer, the Unit, this Condominium Project and all included items will be in substantially the same condition as they were at the date of this Offer;
- (e) the Condominium Project and the Unit and its appurtenant interest in the common elements described in paragraph 1(c) hereof will comply with all restrictions and requirements registered against the title and all applicable zoning regulations, except: _____
- (f) additional promises: _____

SELLER'S PROMISES AS TO TITLE AND OWNERSHIP OF THE CONDOMINIUM PROJECT AND THE UNIT

5. The Seller promises that at the time of possession:

- (a) (i) The Condominium Project will not be subject to any mortgage, encumbrance or other interest which is registered against (or deemed to be registered against) the title to the Condominium Project, or which is valid or enforceable against the Condominium Project without being so registered ("Claim"), excepting only for the following:
- (A) any private or public building or use restriction caveat with which the Condominium Project complies,
 - (B) any easement, the existence of which is apparent on inspection of the Property,
 - (C) any easement created by the terms of the condominium declaration, the condominium plans, the Condominium Corporation By-laws, any Condominium Project rules and regulations and *The Condominium Act* (Manitoba),
 - (D) any public utility caveat protecting a right-of-way for a service to which the Condominium Project is connected;
 - (E) (insert any other exceptions): _____
- (ii) The Unit and its appurtenant interest in the common elements will not be subject to any mortgage, encumbrance or other interest which is registered against the title to the Unit or which is valid or enforceable against the Unit without being so registered ("Unit Claim"), excepting only for the following:
- (A) any mortgage herein agreed to be assumed as part of the purchase price,
 - (B) any private or public building or use restriction caveat with which the Unit complies,
 - (C) any easement, the existence of which is apparent on inspection of the Unit, and, any easement created by the terms of the condominium declaration, the condominium plan, the Condominium Corporation By laws, the Condominium Project rules and regulations and *The Condominium Act*,
 - (D) any public utility caveat protecting a right-of way for a service to which the Unit is connected,
 - (E) any Unit Claim which it is the Seller's responsibility hereunder to remove as a condition of closing,
 - (F) any Unit Claim which may be caused by or is the responsibility of the Buyer,
 - (G) the following option to purchase rights held by the current tenants in occupancy, the holders of rights of first refusal to re rent the unit, or any other person: _____ (if none, put "Nil"),
 - (H) the following tenancy rights (if none, put "Nil") _____. The present tenant(s) are _____ and have leased the Unit under a verbal/written agreement and commenced occupancy on _____ and are presently paying \$ _____ rent per month. The condominium declaration was registered on _____.

The Buyer understands that the tenant(s) may have certain rights of continued occupancy under *The Condominium Act*, as well as rights to notice to vacate and other rights under *The Residential Tenancies Act* (Manitoba),

(I) the following rights held by a person who has a right of first refusal to re-rent the unit (if none, put "NIL") _____. The person leased the Unit under a verbal/written agreement and commenced occupancy on _____, _____, and moved out on _____, _____. The amount of rent per month was \$ _____. The condominium declaration was registered on _____. The Buyer understands that the person may have certain rights of continued occupancy under *The Condominium Act*, as well as rights to notice to vacate and other rights under *The Residential Tenancies Act* (Manitoba),
(J) (Insert any other exceptions): _____

- (b) All fixtures, goods and chattels included with the Property will be owned by the Seller free from any security or other interest (including any rental contract) except as follows: _____

and the Buyer shall assume responsibility for all such security or other interests from and after the Possession Date.

- (c) The Seller will be or be entitled to be rightfully in actual and personal peaceable possession and occupation of the whole of the Property (except for any tenancies assumed by the Buyer).

SELLER'S PROMISE REGARDING GOODS AND SERVICES TAX

6. The Seller promises that the supply of the Property and all included fixtures, goods and chattels by the Seller to the Buyer under the agreement, formed from the acceptance of this Offer ("the Agreement" or "this Agreement") is exempt from goods and services tax.

CONDITIONS BENEFITING THE BUYER

7. This Agreement is terminated unless the following conditions for the benefit of the Buyer are fulfilled or waived:

- (a) That any mortgage shown as to be arranged can be so arranged by the Buyer by _____ a.m./p.m.
on the _____ day of _____; and
(b) Others (if no others, state "None"): _____

CONDITIONS GENERALLY

8. (a) The party responsible for fulfillment of a condition will exercise reasonable efforts to fulfill the condition.
(b) Upon fulfillment of a condition, the benefited party shall give written notice of fulfillment.
(c) If this Agreement is terminated under any of paragraphs 7, 8, or 9(b)(i) or 14, then the Seller will direct the Broker to return the deposit to the Buyer without deduction.
(d) The party benefited by a condition may waive fulfillment of that condition, provided that such party does so in writing before the end of the time within which such condition is to be fulfilled. If the benefited party does not so waive and does not give notice of fulfillment with respect to such condition, then such condition will be deemed to be not fulfilled. Any written waiver or notification with respect to any condition for the benefit of the Buyer may be given to either the Seller or the Listing Broker and any written waiver or notification with respect to any condition for the benefit of the Seller may be given to either the Buyer or the Selling Broker.

MUTUAL PROMISES AND GENERAL PROVISIONS

9. (a) All adjustments of taxes (including the current year's local Improvement levies if any), rental or leasing levy accounts and other adjustments if any will be made as at the commencement of the Possession Date.
(b) (i) The Property until the time of possession shall remain at the risk and responsibility of the Seller. If the Property suffers substantial damage which is not repaired before the time of possession to substantially the same condition it was in prior to the damage occurring, the Buyer may terminate this Agreement.
(ii) The Buyer shall not be bound to assume, nor the Seller to transfer, any policy of insurance applicable on the Property or the Condominium Project which has been obtained solely by the Seller.
(c) If either party (the "Defaulting Party") is in breach of their obligations hereunder then the other party (the "Aggrieved Party") shall be entitled to exercise whatever remedies the Aggrieved Party may have by virtue of the default. Where the Defaulting Party is the Buyer, the Seller shall be entitled to retain the deposit as the Seller's own property, but whether or not the Seller has then terminated or thereafter terminates the Seller's right and obligation to sell and the Buyer's right and obligation to purchase under this Agreement by virtue of the Buyer's default, such retention of the deposit shall not itself constitute a termination of this Agreement and shall not restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of the deposit.
(d) (i) Each of the Seller and the Buyer authorizes each other, their respective solicitors, the Listing Broker and the Selling Broker to pay and deliver to their respective solicitors, any money or documents due in connection with this transaction and for so doing, this shall be their full and sufficient authority and the receipt of each such solicitor respectively shall be a good discharge therefor.
(ii) In closing this transaction, the Seller's solicitor and the Buyer's solicitor may by agreement exchange trust conditions and undertakings to carry out the intention of the seller and buyer.
(e) (i) Time shall in all respects be of the essence hereof.
(ii) This Agreement shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective successors, assigns and personal representatives.
(iii) This Agreement contains all of the promises, agreements, representations, warranties and terms between the parties relating to the transaction hereby contemplated, and:
(A) anything not included in writing in this Agreement will have no force or effect whatsoever;
(B) any amendment made to this Agreement will have no force or effect whatsoever unless it is in writing and signed by each of the parties hereto;
(C) in making this Offer, the Buyer relies entirely on the Buyer's personal inspection of the Property and of the Condominium Project and the Seller's promises contained (and only those contained) in this Offer.
(iv) The Seller's promises contained in this Agreement which the Seller and Buyer agree will survive and continue in effect after the closing of this transaction are paragraphs 4(d), 5(b), 5(c) and 6. Any exception or any additional promises intended to survive closing are as follows (if none, state "None") _____

- (v) All references to times in this Agreement mean Manitoba time.

REPRESENTATIONS BY BROKER

10. The Broker(s) or the authorized representative(s) of the Broker(s) have made the following promises, undertakings or guarantees to the Buyer (if none, state "None"):

If any such promise, undertaking or guarantee is made and breached, this will not, unless otherwise specified, constitute a breach by the Seller or by the Buyer of their obligations under this Agreement.

USE AND DISCLOSURE OF SALE INFORMATION

11. The Seller and the Buyer consent to the collection, use and disclosure of the personal information regarding the Property and this transaction by the Broker(s) for reporting, appraisal and statistical purposes. If the property is listed on the Multiple Listing Service of a real estate board or association, the Seller and the Buyer give the same consent to the board or association.

DEADLINE FOR ACCEPTANCE BY SELLER

12. This Offer, if not accepted by _____ a.m./p.m. on the _____ day of _____, shall expire.

OTHER TERMS

13. _____

BUYER'S RIGHT TO CANCEL

14. In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement at any time up to midnight on the 7th day after the day the agreement of purchase and sale is entered into by the Seller and Buyer or the Seller has complied with section 51 of *The Condominium Act*, whichever is later. (If the last day to cancel falls on Saturday, Sunday or a holiday, the cooling-off period ends on that day unless the holiday is Remembrance Day.)

To cancel the agreement, the Buyer shall within the time period either

(a) give written notice of the cancellation to the Seller or the Seller's agent; or

(b) send a written notice of cancellation by registered mail, e mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's agent for this purpose.

MATERIAL CHANGE

15. In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement if a material change occurs in relation to the agreement.

The time period for cancelling the agreement depends on whether the Seller gives the Buyer notice of the material change. If the Buyer has been given notice of the material change, the Buyer may cancel the agreement up to midnight on the 7th day after the day the Seller gave the Buyer the notice or before the Buyer receives possession of the unit, whichever is earlier. If the Buyer has not been given notice of the material change, the Buyer may cancel the agreement at any time after the end of the cooling-off period described in subsection 47(1) of *The Condominium Act* (and paragraph 14 of the agreement) and before being given possession of the unit.

To cancel the agreement, the Buyer shall within the time period either

(a) give written notice of the cancellation to the Seller or the Seller's agent; or

(b) send a written notice of cancellation by registered mail, e mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's agent for this purpose.

If the last day to cancel falls on Saturday, Sunday or a holiday, the cancellation period ends on that day unless the holiday is Remembrance Day.

If the Buyer is cancelling the agreement because of a material change and the Seller did not notify the Buyer of that change, the notice of cancellation must

(a) state the Buyer is cancelling the agreement because of a material change; and

(b) identify the change and explain why it is a material change.

In signing this Offer, the Buyer acknowledges that *The Condominium Act* permits the Seller to apply to court (within 10 days after receiving the Buyer's notice of cancellation) for a determination that the Buyer did not have the right to cancel the agreement.

ACKNOWLEDGEMENT BY BUYER OF NEED TO OBTAIN A STATUS CERTIFICATE FROM THE CONDOMINIUM CORPORATION

16. In signing this Offer, the Buyer acknowledges that the Buyer has been advised that the Buyer should request a status certificate from the Condominium Corporation, as provided in subsection 61(1) of *The Condominium Act*, before closing the transaction.

The Condominium Act provides that a transfer of the Unit may not be registered in the Land Titles Office unless it is accompanied by:

(a) a statutory declaration from the Seller; and

(b) a statutory declaration from the Buyer.

BUYERS ARE STRONGLY URGED TO CONSIDER MAKING THEIR OWN ENQUIRIES WITH RESPECT TO ISSUES OF IMPORTANCE TO THEM, KEEPING IN MIND THAT THE SELLER'S KNOWLEDGE OF THE PROPERTY MAY BE INCOMPLETE OR INACCURATE. THIS OFFER IF ACCEPTED AND NOT CANCELLED BY THE BUYER PURSUANT TO PARAGRAPH 14 OR 15 OF THIS OFFER IS A LEGALLY BINDING CONTRACT. READ IT ALL BEFORE YOU SIGN. BOTH BUYERS AND SELLERS ARE ADVISED TO SEEK PROFESSIONAL ADVICE IF THEY HAVE ANY QUESTIONS REGARDING THE PROPERTY OR QUESTIONS OR CONCERNS REGARDING ANY PROMISES, REPRESENTATIONS OR UNDERTAKINGS.

Signed by the Buyer at _____ a.m./p.m. this _____ day of _____

Witness

Buyer

Witness

Buyer

Name of Buyer's Solicitor

ACCEPTANCE

The Seller hereby accepts the above Offer or accepts the above Offer subject only to the following amendments ("Counteroffer") which must be accepted by the Buyer by _____ a.m./p.m. on the _____ day of _____, _____ (if none, state "None"):

SELLER'S DIRECTIONS TO BROKER AND SELLER'S SOLICITOR REGARDING COMMISSION

By the Seller's signature below, the Seller acknowledges (and agrees) to pay to the Listing Broker above named an agreed commission of _____ (state in terms of percentage of total purchase price or dollars). The Seller directs and authorizes the Listing Broker to retain and apply in payment of the commission which the Seller will owe to the said Broker in connection with the purchase and sale transaction the deposit or so much thereof as is required to pay such commission at the time specified in the listing agreement between the Listing Broker and the Seller or when permitted by applicable law. The Seller further directs and authorizes the Seller's solicitor named below to pay promptly to the Listing Broker any unpaid balance of the commission out of the sale proceeds as soon as the same are properly payable to the Seller. The Seller agrees not to revoke the foregoing directions and authorizations unless such revocation is agreed to in writing by the Listing Broker.

Signed by the Seller at _____ a.m./p.m. this _____ day of _____, _____

Witness

Seller

Witness

Seller

ACCEPTANCE BY BUYER OF COUNTEROFFER

Name of Seller's Solicitor

The Buyer hereby accepts the above Counteroffer.

Signed by the Buyer at _____ a.m./p.m. this _____ day of _____, _____

Witness

Buyer

Witness

Buyer

NOTE: If the Buyer wishes to accept the Counteroffer (if any) but subject to any additional terms or conditions, this will constitute a counter-counteroffer and the Buyer should submit an entirely new Offer to Purchase.

HOMESTEADS ACT

The parties are advised that if the property is a "homestead" within the meaning of *The Homesteads Act*, and if the ownership of both spouses or common-law partners is not registered on the title to the property, the spouse or common-law partner whose name is not on title but has homestead rights in the Property must consent to the disposition (below) or provide a Release of Homestead Rights in accordance with that Act.

Homesteads Act Consent to Disposition and Acknowledgement

I, the spouse or common-law partner of the Seller, consent to the disposition of the homestead effected by this instrument and acknowledge that:

- ☐ I am the first spouse or common-law partner to acquire homestead rights in the property.
OR
- ☐ A previous spouse or common law partner of my current spouse or common-law partner acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
- I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this change of the homestead by withholding my consent.
- I am aware that the effect of my consent is to give up my life estate in the homestead to the extent necessary to give effect to this change of the homestead.
- I execute this consent apart from my spouse or common law partner freely and voluntarily, without any compulsion on the part of my spouse or common-law partner.

Name of spouse or common-law partner

Signature of spouse or common-law partner

Date

Name of witness

Signature of witness

Date

A Notary Public in and for the Province of Manitoba.

A Commissioner for Oaths in and for the Province of Manitoba.

My commission expires: _____

Or other person authorized to take affidavits under *The Manitoba Evidence Act* (specify).

BROKER'S RECEIPT FOR DEPOSIT PAID IN CASH (Not required if deposit paid by cheque)

_____ (insert name of Broker)
hereby acknowledges receipt of the above cash deposit, (and undertakes to pay it over to the Listing Broker on the next business day following the acceptance of this Offer). (Delete Undertaking if receipt given by Listing Broker.) Said deposit shall be held in trust by the Broker or Brokers receiving it as specified in paragraphs 2(c) and 2(d) of this Offer.

(Signature of Broker or Authorized Official or Salesperson)

2. Right to Cancel Within Cooling-off Period

[Document follows on next page]

FORM 4
(Section 8)

Right to Cancel Within Cooling-off Period

You have the right to cancel your agreement to buy a condominium unit for any reason before the cooling-off period ends.

The cooling-off period begins on the day that you and the seller enter into the agreement and ends at midnight on the seventh day after

- the day you entered into the agreement,

OR

- the day on which the seller complied with section 51 of *The Condominium Act*,

whichever of these days is later.

Note: The seller must give you a table of contents that shows you what documents you are entitled to receive. The seller must clearly indicate in writing if any of the documents you are supposed to receive in the package are missing. The seller must also clearly indicate in writing when you will receive any missing documents. If the seller cannot give you certain documents, the seller must explain why.

How to cancel

To cancel the agreement before the cooling-off period ends, you must

- give the seller written notice in person that you are cancelling the agreement,

OR

- send a written notice that you are cancelling the agreement by registered mail, e-mail, fax or any other method that provides proof of the date and time it was sent, to the address or fax number that the seller or his or her agent gave to you for cancellation purposes.

Note: If the last day to cancel falls on Saturday, Sunday or a holiday, the cooling-off period ends on that day unless the holiday is Remembrance Day.

3. Seller's Notice of Material Change

[Document follows on next page]

FORM 7
(Section 12)

Seller's Notice of Material Change

Civic address of the (proposed) unit: _____

Name of seller: _____

When you agreed to buy this condominium unit, you received a package of information. The following material change has been made to that information:

I have attached the following additional disclosure documents for your information (list the title of each additional document):

This material change gives you a time-limited right to cancel your agreement to buy this condominium unit. You can cancel up to midnight of the seventh day after the day I (the seller) give you this written notice about the material change or before you receive possession of the unit, whichever date is earlier.

Note: If the last day to cancel falls on Saturday, Sunday or a holiday, the cancellation period ends on that day unless the holiday is Remembrance Day.

How to cancel

To cancel the agreement because of a material change, you must

- give me (the seller) _____ written notice in person that you are cancelling the agreement,

OR

- send a written notice to me (the seller) or my authorized representative that you are cancelling the agreement by registered mail, e-mail, fax or any other method that provides proof of the date and time it was sent, at one of the following:

Mailing address: _____

E-mail address: _____ Fax number: _____

signature of seller or authorized representative

date

(print name and title)

4. Disclosure Statement (Before Registration)

[Document follows on next page]

SCHEDULE D
(Subsection 51(1))

FORM 1
(Section 6)

Disclosure Statement
(Sale of Proposed Unit Before Declaration and Plan are Registered)

(to be completed by declarant)

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

Name of declarant: _____

Mailing address: _____

Address for service: _____

Name of contact person: _____

Phone/Fax numbers: _____ E-mail address: _____

Note: It is recommended that before the closing date of the agreement of purchase and sale, the buyer of a unit obtain a status certificate from the condominium corporation. A status certificate will show if the unit owner owes any money to the condominium corporation or is in breach of the declaration, by-laws or rules.

The declarant certifies that the information in this disclosure statement, including the attachments, is accurate as of the date it is given to the buyer.

Note: Sections 58 and 59 of *The Condominium Act* impose additional obligations on the sale of a proposed unit. Section 60 of the Act deals with the occupancy of a proposed unit by a buyer before a registrable land transfer for the unit is delivered to the buyer.

Property Information

The condominium property will consist of

- ☐ newly constructed units
- ☐ bare land units
- ☐ units created from the conversion of an existing building(s)
- ☐ units in an air space parcel

The description of the property that will be the subject of the condominium declaration is as follows (e.g., the year of construction, the types and numbers of buildings, units and recreational and other amenities):

If the proposed unit is not complete, the projected date that the proposed unit will be available for occupancy is _____.

If any amenity has not been completed, list the amenity and indicate its projected completion date:

If the building on a proposed bare land unit is not complete, the projected date that the building will be available for occupancy is _____.

For a proposed property that includes a bare land unit or a unit in an air space parcel, list any infrastructure or utilities (e.g., roads and street lighting within the development, areas through which utilities extend) that are not part of the common elements:

The proposed property is subject to a historic or heritage designation by a government or municipal authority that restricts its use or development.

- ☐ Yes
☐ No

If yes, the designation and restrictions are _____

The details of any known work orders or violation notices regarding ways in which the proposed property or any part of it does not comply with municipal or other regulatory requirements (such as zoning, health, occupancy or environmental by-laws or regulations, building or fire codes and any other protection-related codes, by-laws or regulations) are as follows: _____

Common Expenses, Reserve Fund Contributions and Other Fees

The projected common expense contribution for the proposed unit for the first year after the declaration and plan are registered is

- ☐ \$ _____ per _____.
- ☐ shown in the attached information about common expense contributions.

The projected reserve fund contribution for the proposed unit for the first year after the declaration and plan are registered is

- ☐ \$ _____ per _____.
- ☐ shown in the attached information about reserve fund contributions.

In addition to the common expenses, the condominium corporation will charge unit owners for the following:

- ☐ Parking \$ _____
- ☐ Locker/Storage \$ _____
- ☐ Laundry services \$ _____
- ☐ Documentation \$ _____
- ☐ Other (give details) \$ _____

The following services or expenses are not included in the statement of financial projections as common expenses but will later become a common expense:

Service or Expense	Estimated cost
_____	\$ _____
_____	\$ _____
_____	\$ _____

The unit owner will be responsible for paying for the following utilities and other services that are not included in the statement of financial projections as common expenses:

- ☐ Natural Gas
- ☐ Electricity
- ☐ Water and Sewer
- ☐ Telecommunication services (e.g., telephone, cable, Internet)
- ☐ Property taxes
- ☐ Other (give details) _____

The condominium corporation will be required to pay the following fees or charges to the declarant or another person who does not deal with the declarant at arm's length:

(describe)

On the purchase of a unit, the declarant or condominium corporation may charge the buyer for the following items or services (e.g., charges for keys, access cards or booking the elevator):

Declaration, By-laws and Rules

It is recommended that the buyer review the proposed declaration, by-laws and rules (if any) for restrictions on the use of the units and common elements.

For information about the following matters, see the relevant section(s) of the proposed declaration, by-laws and rules:

Pets – section _____ of _____
(indicate declaration, by-laws or rules)

Smoking – section _____ of _____
(declaration, by-laws or rules)

Maintenance and repair of the units – section _____ of _____
(declaration, by-laws or rules)

Maintenance and repair of the common elements – section _____ of _____
(declaration, by-laws or rules)

Responsibility for insurance for units – section _____ of _____
(declaration, by-laws or rules)

Responsibility for insurance for common elements – section _____ of _____
(declaration, by-laws or rules)

Parts of the common elements that will be or may be used for commercial purposes or other purposes not related to residential purposes – section _____ of _____
(declaration, by-laws or rules)

Parts of the common elements and common assets that are to be used by the owners of one or more specified units and not by all the owners and the restrictions on their use – section _____ of _____
(declaration, by-laws or rules)

Each unit's share of common expenses

☐ is equal.

☐ is equal to its share of the common elements.

☐ is neither of the above – see section _____ of _____
(declaration, by-laws or rules)

The proposed declaration authorizes the condominium corporation to collect a levy from unit owners who rent or lease their units.

- ☐ Yes
☐ No

If yes, the amount specified in the by-laws as the levy is \$ _____. This money is refundable at the end of a tenancy (with interest if provided for in the by-laws) unless the condominium corporation has an allowable claim against it.

Note: The maximum levy allowed under *The Condominium Act* is \$1,500.

The proposed by-laws include authority for the condominium corporation's board to fine unit owners for one or more breaches of the by-laws or rules.

- ☐ Yes
☐ No

If yes, the maximum amount of a fine is \$ _____, the number of times a fine may be imposed is _____ and the frequency for imposing a fine for a continuing contravention is _____.

Note: *The Condominium Act* sets out the maximum amount for a fine (\$100), the maximum number of times a fine may be imposed in a 12-month period (12 times) and the maximum frequency for imposing a fine for a continuing contravention (once every seven days).

Management and Other Agreements

The condominium corporation

- ☐ will be self-managed, or
☐ will enter into a contract to manage the property with _____
(provide the name of property manager, if known: _____)

The significant features of the following existing or proposed agreements are shown below. (The * indicates which agreements have been or will be made with the declarant or a person who does not deal with the declarant at arm's length).

(a) a property management agreement: _____

(b) agreement(s) for the provision of goods and services on a continuing basis: _____

(c) agreement(s) for the provision of facilities to the condominium corporation on a for-profit basis: _____

(d) commercial lease(s) for parts of the common elements: _____

(e) insurance trust agreement: _____

(f) mutual use agreement(s): _____

(g) agreement(s) between the condominium corporation and another condominium corporation:

Note: When a condominium corporation enters into the agreements listed in clauses (a) to (e) before the turn-over meeting, the condominium corporation is allowed to terminate those agreements with written notice within 12 months after the turn-over meeting. (See sections 81 and 82 of *The Condominium Act*.)

A condominium corporation may apply to a court for an order to terminate a mutual use agreement within a certain period of time. (See section 83 of *The Condominium Act*.)

Voting Rights

Voting rights in the condominium corporation are allocated as follows:

- ☐ Each unit's share of the voting rights is equal.
- ☐ Each unit's share of the voting rights is equal to its share of the common elements.
- ☐ Neither of the above applies. The allocation of voting rights is as follows: _____

Warranty

A warranty will cover the proposed unit and common elements.

- ☐ Yes
- ☐ No

If yes, the details of the warranty are as follows (e.g., what will be covered, the length of coverage and the name of the warranty provider):

Legal Actions — Insurance Claims — Warranty Claims

The declarant is involved in a legal action or proceeding, insurance claim or warranty claim respecting the proposed property.

- ☐ Yes
☐ No

If yes, the details of the matter are as follows: _____

Use of Units

One or more proposed units are intended for use for non-residential purposes or for temporary or transient accommodation.

- ☐ Yes
☐ No

If yes, complete the following:

Unit #	Location	Use	% of Voting rights	% Share of common expenses
Total				

The declarant intends to rent or lease one or more of the proposed units.

- ☐ Yes
☐ No

If yes, complete the following:

Unit #	Location	Use	% of Voting rights	% Share of common expenses
Total				

The declarant intends to market the proposed units in blocks to investors.

- ☐ Yes
☐ No

If yes, complete the following:

Unit #	Location	Use	% of Voting rights	% Share of common expenses
Total				

Select whichever of the following is applicable before signing this disclosure document:

- ☐ I am the declarant.
☐ I have the authority to sign this disclosure statement on behalf of the declarant.

signature of declarant or authorized individual

date

(print name and title of person who signed)

The following information is attached:

- ☐ Parking will be available on the condominium property. See Schedule A for additional information.
- ☐ The proposed unit will be part of a **condominium conversion**. See Schedule B for additional information about reserve fund studies and tenant occupancy rights.
- ☐ The condominium corporation to be created by the registration of the declaration will be a **leasehold condominium corporation**. See Schedule C for additional information.
- ☐ The proposed condominium property will be developed in phases. See Schedule D for additional information.
- ☐ There is an intention to **amalgamate** the condominium corporation with another condominium corporation after the declaration and plan are registered. See Schedule E for additional information.
- ☐ The buyer will occupy the unit under an **interim occupancy agreement** before registration of the declaration. See attached list for the amenities that the declarant will provide to the buyer under that agreement.

Schedule A — Parking

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

Parking for the proposed unit will consist of _____ spaces, located at _____

(indicate whether it is indoor or outdoor parking, serviced or not serviced)

Parking for the proposed unit will be available for use on: _____

Additional parking spaces may be allocated to a unit (indicate the availability, cost and location):

Parking allocations may be subject to change (explain who will re-assign spaces and describe the criteria for doing so): _____

The use of parking spaces is restricted as follows: _____

There will be visitor parking on the proposed property.

- ☐ Yes
☐ No

If yes, indicate the location and number of spaces and, if visitors will be required to pay for parking, the anticipated amount of the charge:

signature of declarant or authorized individual

date

(print name and title of person who signed)

Schedule B — Condominium Conversion

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

Reserve Fund Study

When an existing building is converted into a condominium, before a unit can be sold, a reserve fund study must be done. The reserve fund study or most recent update was done on

_____ date

(A copy of the reserve fund study or summary or any updates to either is attached.)

The ideal balance recommended for the reserve fund for the first year covered by the reserve fund study is \$ _____

Caution: Every reserve fund study shows the ideal balance recommended for the reserve fund for each year covered by the study to pay for major repairs and replacements. It is based on estimates of when the work will be needed.

When comparing the actual balance with the ideal balance, be aware that some work may be done earlier or later than expected, or may be paid for from an account other than the reserve fund. When this happens, the comparison may no longer show whether the money in the reserve fund is adequate to pay for work that will be needed in the future.

You may want to look at the projected repair and replacement schedule in the reserve fund study and ask for up-to-date information about the timing of the work and source of funds for the work that has been done since the study or latest update was completed.

Tenant Has Continued Occupancy Rights

- ☐ The proposed unit is occupied by a tenant.

The date the tenancy began was _____. The tenant has the right to continue to occupy the rental unit until approximately _____.

The tenant's monthly rent is \$ _____ date

OR

- ☐ The proposed unit was previously occupied by a tenant who has a right of first refusal to re-rent the unit.

The date the tenancy began was _____. If the tenant exercises the right of first refusal and moves back into the unit, the tenant will have the right to occupy the unit until approximately _____.
date

The monthly rent, if known, that will be payable if the right is exercised is \$ _____.

signature of declarant or authorized individual

date

(print name and title of person who signed)

Schedule C — Leasehold Condominium Corporation

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

The condominium corporation that will be created by the registration of the declaration will be a leasehold condominium corporation. The land on which the condominium corporation will be located is owned by _____

The date that the property lease ends is _____

Note: When a property lease ends, the interests of the unit owners and the leasehold condominium corporation in the leasehold property cease to exist. Prospective unit owners may wish to review, or obtain legal advice about, specific provisions in the lease and sections 278 to 284 of *The Condominium Act* regarding renewal, termination and expiry of a property lease.

The property lease provides for the following rental rate or rates payable for the remainder of the term and, if applicable, the following method or criteria for determining future rental rates:

The property lease contains a right of renewal.

- ☐ Yes
☐ No

If yes, provide the details: _____

The property lease is a sub-lease.

- ☐ Yes
☐ No

If yes, give the name of the lessor, the date the prime lease will end unless it is renewed and indicate whether there is a right of renewal: _____

signature of declarant or authorized individual

date

(print name and title of person who signed)

Schedule D — Phased Condominium Developments

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

The proposed condominium property will be developed in phases.

Phase	Projected completion date
_____	_____
_____	_____
_____	_____

Details about the phases are found in the following provisions of the proposed declaration:

Provide details about uncompleted phases:

Provide details about any known proposal for a phasing amendment to amend or cancel a phase:

signature of declarant or authorized individual

date

(print name and title of person who signed)

Schedule E — Intention to Amalgamate

Condominium unit information:

Civic address of proposed unit: _____

Proposed Unit No.: _____ (as shown in the proposed declaration)

There is an intention to amalgamate the condominium corporation with another condominium corporation after the declaration and plan are registered.

The other condominium corporation is _____ Condominium Corporation No. _____
located at _____

Note: The amalgamation proposal meeting notice and a copy of the amalgamation proposal, if available, must be attached to this Schedule.

signature of declarant or authorized individual

date

(print name and title of person who signed)

5. Disclosure Statement When Seller is Declarant (After Registration)

[Document follows on next page]

FORM 2A
(Section 7)

**Disclosure Statement by Seller When Seller is Declarant
or Subsequent Owner of All the Units
(Sale of Unit after Declaration and Plan are Registered)**

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

Name of seller: _____

Mailing address: _____

Address for service: _____

Name of contact person: _____

Phone/Fax numbers: _____ E-mail address: _____

The seller certifies that the information in this disclosure statement, including the attachments, is accurate as of the date the statement is given to the buyer.

The construction of the unit (including renovations) has been completed.

- ☐ Yes
☐ No

If no, the projected date that the unit will be available for occupancy is _____

The unit was created by a condominium conversion.

- ☐ Yes
☐ No

The unit is a bare land unit.

- ☐ Yes
☐ No

The construction of the building on the bare land unit (including renovations) has been completed.

- ☐ Yes
☐ No

If no, the projected date that the building will be available for occupancy is _____.

If any amenity has not been completed, list the amenity and indicate its projected completion date:

The unit owner has or will have the use of _____ parking spaces at the following location(s):

Parking for the unit will be available for use on _____.

List any parts of the common elements that the unit owner is not or will not be entitled to use:

List any improvements to the unit or the common elements that the unit owner is or will be responsible for maintaining:

The unit owner's percentage share of the common expenses is _____ %.

The unit owner's current contribution to common expenses is \$ _____ per _____.

The unit owner's current contribution to reserve fund is \$ _____ per _____.

A reserve fund study has been done.

- ☐ Yes and a copy of the most recent study or summary or any update to either is attached.
☐ No

Note: Section 50 of *The Condominium Act* requires a reserve fund study to be conducted on a condominium conversion or on a delayed sale of a unit.

The unit owner's percentage share of voting rights is _____ %.

The seller intends to rent or lease one or more of the units.

- ☐ Yes
☐ No

If yes, complete the following:

Unit #	Location	Use	% of Voting rights	% Share of common expenses
Total				

The seller intends to market units in blocks to investors.

- ☐ Yes
☐ No

If yes, complete the following:

Unit #	Location	Use	% of Voting rights	% Share of common expenses
Total				

Select whichever of the following is applicable before signing this disclosure document:

- ☐ I am the seller.
☐ I have the authority to sign this disclosure statement on behalf of the seller.

signature of seller or authorized individual

date

(print name and title of person who signed)

The following information is attached:

- ☐ The unit is subject to a **residential tenancy agreement** or a **commercial lease**. See Schedule A for additional information.
- ☐ The condominium corporation has asked unit owners for **written consent about a specified matter(s)**. See Schedule B for additional information.

Schedule A — Residential Tenancy Agreements and Commercial Leases

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

Residential Tenancy Agreement

The unit is occupied by a tenant under a residential tenancy agreement.

- ☐ Yes
☐ No

If yes, the tenancy agreement is

- ☐ periodic (e.g., month-to-month)
☐ fixed-term expiring on _____

The monthly rent payable under the tenancy agreement is \$ _____

The tenant has the right to continue to occupy the rental unit under subsection 30(1) of *The Condominium Act*.

- ☐ Yes
☐ No

If yes, the date the tenancy began was _____ and the approximate length of time the tenant will be entitled to continue to occupy the rental unit is _____

The unit was previously occupied by a tenant who currently has a right of first refusal to re-rent the unit.

- ☐ Yes
☐ No

If yes, the date the tenancy began was _____ and the approximate length of time the holder of the right of first refusal who exercises that right would be entitled to occupy the rental unit under subsection 30(2) of *The Condominium Act* is _____

The monthly rent, if known, that would be payable if the right is exercised is \$ _____

Commercial Lease

The unit is subject to a commercial lease.

- ☐ Yes
☐ No

If yes, give details of the lease, including the name of lessee, amount of rent payable, term of the lease and any right of renewal: _____

signature of seller or authorized individual

date

(print name and title of person who signed)

Schedule B — Written Consent of Unit Owners Required

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

The condominium corporation has asked unit owners for written consent about the following matter(s):

Unit owners must provide written consent by _____
date

The seller has given or plans to give consent before the period ends.

- ☐ Yes
☐ No

Note: Section 130 of *The Condominium Act* states that if title to a unit is transferred before the period for obtaining written consents has expired and the transferor (seller) did not consent before the transfer, the transferee (buyer) may provide his or her written consent.

signature of seller or authorized individual

date

(print name and title of person who signed)

6. Disclosure Statement When Seller is Not Declarant (After Registration)

[Document follows on next page]

**FORM 2B
(Section 7)**

**Disclosure Statement by Seller When Seller is Not Declarant
(Sale of Unit after Declaration and Plan are Registered)**

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

Condominium Corporation No. _____

Name of seller: _____

Mailing address: _____

Address for service: _____

Name of contact person: _____

Phone/Fax numbers: _____ **E-mail address:** _____

The seller certifies that the information in this disclosure statement including the attachments is accurate as of the date the statement is given to the buyer.

The construction of the unit (including renovations) has been completed.

- ☐ Yes
☐ No

If no, the projected date that the unit will be available for occupancy is _____

If any amenity has not been completed, list the amenity and indicate its projected completion date:

The construction of the building on the bare land unit (including renovations) has been completed.

☐ Yes

☐ No

If no, the projected date that the building will be available for occupancy is _____.

The unit owner has or will have the use of _____ parking spaces at the following location(s):

List any parts of the common elements that the unit owner is not or will not be entitled to use:

List any improvements to the unit or the common elements that the unit owner is or will be responsible for maintaining:

The unit owner's percentage share of the common expenses is _____ %.

The unit owner's current contribution to common expenses is \$ _____ per _____.

The unit owner's current contribution to reserve fund is \$ _____ per _____.

A reserve fund study has been done.

☐ Yes, and a copy of the most recent study or summary or any updates to either is attached.

☐ No

The unit owner's percentage share of voting rights is _____ %.

Select whichever of the following is applicable before signing this disclosure statement:

- ☐ I am the seller.
- ☐ I have the authority to sign this disclosure statement on behalf of the seller.

signature of seller or authorized individual

date

(print name and title of person who signed)

The following information is attached:

- ☐ The unit is subject to a **residential tenancy agreement** or a **commercial lease**. See Schedule A for additional information.
- ☐ The condominium corporation has asked unit owners for **written consent about a specified matter(s)**. See Schedule B for additional information.

Schedule A — Residential Tenancy Agreements and Commercial Leases

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

Residential Tenancy Agreement

The unit is occupied by a tenant under a residential tenancy agreement.

- ☐ Yes
☐ No

If yes, the tenancy agreement is

- ☐ periodic (e.g., month-to-month)
☐ fixed-term expiring on _____

The monthly rent payable under the tenancy agreement is \$ _____

The tenant has the right to continue to occupy the rental unit under subsection 30(1) of *The Condominium Act*.

- ☐ Yes
☐ No

If yes, the date the tenancy began was _____ and the approximate length of time the tenant will be entitled to continue to occupy the rental unit is _____

The unit was previously occupied by a tenant who currently has a right of first refusal to re-rent the unit.

- ☐ Yes
☐ No

If yes, the date the tenancy began was _____ and the approximate length of time the holder of the right of first refusal who exercises that right would be entitled to occupy the rental unit under subsection 30(2) of *The Condominium Act* is _____

The monthly rent, if known, that would be payable if the right is exercised is \$ _____

Commercial Lease

The unit is subject to a commercial lease.

- ☐ Yes
☐ No

If yes, give details of the lease, including the name of lessee, amount of rent payable, term of the lease and any right of renewal: _____

signature of seller or authorized individual

date

(print name and title of person who signed)

Schedule B — Written Consent of Unit Owners Required

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

The condominium corporation has asked unit owners for written consent about the following matter(s):

Unit owners must provide written consent by _____
date

The seller has given or plans to give consent before the period ends.

- ☐ Yes
☐ No

Note: Section 130 of *The Condominium Act* states that if title to a unit is transferred before the period for obtaining written consents has expired and the transferor (seller) did not consent before the transfer, the transferee (buyer) may provide his or her written consent.

signature of seller or authorized individual

date

(print name and title of person who signed)

7. Table of Contents for Disclosure Statement (Before Registration)

[Document follows on next page]

**FORM 6A
(Section 10)**

**Table of Contents for Disclosure Statement
(Sale of Proposed Unit Before Declaration and Plan are Registered)**

Civic address of the proposed unit: _____

Name of seller: _____

The seven-day cooling-off period under your agreement of purchase and sale does not begin until you are given all of the following required documents or information that can be given, or an explanation why any specific document cannot be given to you.

(A reference to the Act is a reference to *The Condominium Act*.)

Document	Included	Will be given on date indicated	Not required for this sale	Required but cannot be given (explain why)
1. Statement about the cooling-off period and the buyer's right to cancel required by s. 51(1)(g) of the Act (Form 4)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
2. Statement about the buyer's right to cancel because of a material change required by s. 51(1)(h) of the Act (Forms 5 and 7)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
3. Disclosure statement required by s. 51(1)(a) of the Act (Form 1)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
4. Statement of financial projections required by s. 51(1)(b) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
5. Reserve fund study, latest update or summary, if any required by s. 51(1)(c) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>

Document	Included	Will be given on date indicated	Not required for this sale	Required but cannot be given (explain why)
6. Proposed declaration required by s. 51(1)(d) of the Act	<input type="checkbox"/>	<input type="checkbox"/> <hr/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/> <hr/> <hr/>
7. Proposed initial by-law and any proposed rules required by s. 51(1)(e) of the Act	<input type="checkbox"/>	<input type="checkbox"/> <hr/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/> <hr/> <hr/>
8. Proposed property management agreement, if any required by s. 51(1)(f) of the Act	<input type="checkbox"/>	<input type="checkbox"/> <hr/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/> <hr/> <hr/>
9. Excerpts of proposed plan required by s. 11(1) of the regulation	<input type="checkbox"/>	<input type="checkbox"/> <hr/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/> <hr/> <hr/>

8. Table of Contents for Disclosure Statement (After Registration)

[Document follows on next page]

FORM 6B
(Section 10)

**Table of Contents for Disclosure Statement by Seller
(Sale of Unit, or Proposed Unit in a Phased Development,
After Declaration and Plan are Registered)**

Civic address of the (proposed) unit: _____

Name of seller: _____

The seven-day cooling-off period under your agreement of purchase and sale does not begin until you are given all of the following required documents or information that can be given, or an explanation why any specific document cannot be given to you.

(A reference to the Act is a reference to *The Condominium Act*.)

Document	Included	Will be given on date Indicated	Not required for this sale	Required but cannot be given (explain why)
1. Statement about the cooling-off period and buyer's right to cancel required by s. 51(2)(h) of the Act (Form 4)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
2. Statement about the buyer's right to cancel because of a material change required by s. 51(2)(i) of the Act (Forms 5 and 7)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
3. Disclosure statement required by s. 51(2)(a) of the Act (Forms 2A to 2C)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
4. Disclosure statement by condominium corporation required by s. 51(2)(b) of the Act (Form 3)	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
5. Budget for current fiscal period required by s. 51(2)(c) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>

Document	Included	Will be given on date indicated	Not required for this sale	Required but cannot be given (explain why)
6. Budget for next year's fiscal period, if distributed to unit owners required by s. 51(2)(c) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
7. Most recent financial statements required by s. 51(2)(d) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
8. Auditor's report on most recent financial statements, if audited required by s. 51(2)(d) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
9. Statement of financial projections (prepared by the declarant)* required by s. 51(2)(e) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
* must be provided if the statement covers a period that had not ended when the agreement of purchase and sale was signed by the buyer				
10. Current by-laws and rules, if any required by s. 51(2)(f) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
11. Proposed by-laws, rules or amendments (approved by the board but not yet in effect) required by s. 51(2)(f) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
12. Property management agreement, if any (in effect now or to come into effect at later date) required by s. 51(2)(g) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
13. Meeting notice given to seller if condominium amalgamation is proposed required by s. 51(2)(j) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>

Document	Included	Will be given on date indicated	Not required for this sale	Required but cannot be given (explain why)
14. Meeting notice or documentation given to seller If withdrawal of the property or part of the common elements is proposed required by s. 51(2)(k) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
15. Any notices given to unit owners for a meeting to be held after possession date required by s. 51(2)(m) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
16. Reserve fund study or latest update (or a summary of the study or update), if any required by s. 51(2)(n) of the Act	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
17. Declaration and any amendments required by s. 11(2) of the regulation	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>
18. Excerpts of plan required by s. 11(2) of the regulation	<input type="checkbox"/>	<input type="checkbox"/> mm/dd/yyyy	<input type="checkbox"/>	<input type="checkbox"/>

9. Status Certificate

[Document follows on next page]

FORM 8
(Section 13)

Status Certificate
(to be completed by condominium corporation)

Condominium unit information:

Civic address of the unit: _____

Unit No.: _____ (as shown in the declaration)

_____ Condominium Corporation No. _____

Address for service: _____

Mailing address: _____

Name of contact person for condominium corporation: _____

Phone/Fax numbers: _____ E-mail address: _____

The condominium corporation certifies the following as of the date of this statement:

1. The contribution to common expenses for this unit is \$ _____ and is due
on _____ for the period _____ to _____
(date) (date) (date)

2. The contribution to the reserve fund for this unit is \$ _____ and is due
on _____ for the period _____ to _____
(date) (date) (date)

3. The current unit owner has the use of the following parking spaces: _____

☐ The parking fee of \$ _____ is due on _____
(date)

for the period _____ to _____

OR

☐ There is no additional fee for parking.

4. The current unit owner has the use of the following storage locker spaces: _____

☐ The locker fee of \$ _____ is due on _____
(date)

for the period _____ to _____.

OR

☐ There is no additional storage locker fee.

5. The current unit owner

☐ has paid all amounts owing to the condominium corporation.

☐ has a credit of \$ _____ for prepaid assessments or other fees (specify):

☐ owes the condominium corporation

☐ \$ _____ for common expenses.

☐ \$ _____ for reserve fund contributions.

☐ \$ _____ for _____

(specify what the amount owing is for)

☐ \$ _____ and the condominium corporation has registered a notice
of lien against the unit and its share in the common elements for this amount.

Note: The new unit owner may become responsible for any unpaid amounts.

6. The following special assessments have been approved and are payable by the unit owner at a
later date (specify the purpose, amount(s) and due date(s):

7. The condominium corporation has other financial transactions with the current unit owner that will affect the new unit owner.

- ☐ Yes
☐ No

If yes, provide details:

8. A levy in the amount of \$ _____ has been remitted to the condominium corporation for renting or leasing this unit.

9. As far as the condominium corporation's board knows, the current unit owner

- ☐ is not in breach of the declaration, by-laws or rules.
- ☐ is in breach of the declaration, by-laws or rules. If the breach is not remedied by the current unit owner before the new unit owner's possession date, the new unit owner will be responsible for (provide details):

- ☐ is in breach of a change agreement or some other agreement relating to the common elements. If the breach is not remedied by the current unit owner before the new unit owner's possession date, the new unit owner will be responsible for (provide details):
-
-

10. The condominium corporation has approved or entered into one or more agreements to borrow money (e.g., loan). (This applies only to agreements that have not previously been disclosed.)

- ☐ Yes
☐ No

If yes, provide details, including the purpose for borrowing money, the amount outstanding, the name of lender and the monthly payments of principal and interest, the due date and any special payment provisions:

This status certificate is binding on the condominium corporation.

I have the authority to sign this status certificate on behalf of the condominium corporation.

signature of authorized individual

date

(print name and title of authorized individual)

10. Statutory Declaration by Transferor (Seller)

[Document follows on next page]

**STATUTORY DECLARATION BY TRANSFEROR (SELLER) ON SALE OF A
UNIT - *THE CONDOMINIUM ACT*, C.C.S.M. c. C30, s. 57(1)(a)**

I, _____, and I, _____
do (severally) solemnly declare that:

1. I am (one of) the registered owner(s), or the person entitled to be the registered owner(s), who has (have) sold **Unit _____, Condominium Plan _____** under an agreement of purchase and sale to which Part 4 of *The Condominium Act* applies.
2. In compliance with section 51 of *The Condominium Act*, I (we) the seller gave to the buyer all the specified documents in that section that could be given and, for each document that could not be given, a statement identifying the document and explaining why it could not be given.
3. The cooling-off period for the agreement of purchase and sale has expired.

I (we) make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

(Severally) Declared before me at the _____)
of _____, in the Province _____)
of Manitoba, this _____)
day of _____, _____)

A Notary Public in and for the
Province of Manitoba
A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____

11. Statutory Declaration by Transferee (Buyer)

[Document follows on next page]

**STATUTORY DECLARATION BY BUYER (TRANSFeree) ON PURCHASE
OF A UNIT - THE CONDOMINIUM ACT, C.C.S.M. c. C30, s. 57(1)(b)**

I, do solemnly declare that:

(delete inapplicable statements)

1. I am the buyer (transferee) under the agreement of purchase and sale of **Unit** _____, **Condominium Plan** _____ to which Part 4 of *The Condominium Act* applies.

OR

1. I am one of the buyers (transferees) under the agreement of purchase and sale of **Unit** _____, **Condominium Plan** _____ to which Part 4 of *The Condominium Act* applies and I have been authorized by all the other buyers (transferees) to make this statutory declaration.

(Note: Section 48 allows for the designation of one buyer to make this statutory declaration on behalf of two or more buyers.)

2. I am not the transferee named in the transfer for this unit however as the buyer I consent to the title for the unit being issued in the name(s) of _____

3. The agreement of purchase and sale of this unit has not been cancelled within the cooling-off period or because of a material change.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at the _____)
of _____, in the Province _____)
of Manitoba, this _____)
day of _____)

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

12. Notice of Lien

[Document follows on next page]

NOTICE OF LIEN

Pursuant to Section 162(2) of *The Condominium Act*

1. TO:

Being the owner(s) of the land described below.

see schedule

☐

2. NOTICE OF LIEN:

TAKE NOTICE THAT _____ Condominium Corporation No. _____ (the "Condominium Corporation") has a lien under *The Condominium Act* against the land described below for unpaid contributions to common expenses and / or its reserve fund.

3. LAND DESCRIPTION

TITLE NO.(S)

see schedule

☐

CIVIC ADDRESS OF UNIT

4. DESCRIPTION OF LIEN

A. DATE OF DEFAULT

(i) The default that gave rise to this lien occurred on _____.

B. THIS LIEN SECURES THE FOLLOWING AMOUNTS:

(i) \$ _____ being the current amount owing by you to the Condominium Corporation under this lien.

This amount consists of unpaid common expense contributions of \$ _____ and/or unpaid reserve fund contributions of \$ _____;

(ii) Interest on the above amount owing at a rate of _____ % per month/per annum.;

C. THIS LIEN ALSO SECURES THE FOLLOWING:

(i) Any amounts that you fail to contribute to the common expenses or reserve fund for the Condominium Corporation after the date of registration of this lien. (Your current contribution to common expenses is \$ _____/month and your current contribution to the reserve fund is \$ _____/month);

(ii) Interest on any amounts that you fail to contribute after the date of registration of this lien at a rate of _____ % per month/per annum; and

(iii) All reasonable legal costs and expenses incurred by the Condominium Corporation to collect or to attempt to collect the amounts herein described and owing, including the costs of preparing and registering this lien and its discharge.

see schedule

☐

5. IMPORTANT NOTICE:

THIS LIEN MAY BE ENFORCED IN THE SAME MANNER AS A MORTGAGE IS ENFORCED UNDER THE REAL PROPERTY ACT INCLUDING BY WAY OF SALE AND FORECLOSURE PROCEEDINGS.

6. SIGNATURE OF CONDOMINIUM CORPORATION

_____ CONDOMINIUM CORPORATION NO. _____

.....
Name Position Signature Date (YYYY / MM / DD)

7. ADDRESS FOR SERVICE OF CONDOMINIUM CORPORATION (include postal code)

8. AFFIDAVIT VERIFYING CLAIM

I, _____ (director/officer)
of the _____ of _____, in the Province of Manitoba,
the _____ (position) of _____ Condominium
Corporation No. _____, named in the annexed claim for lien,

MAKE OATH AND SAY/HEREBY AFFIRM that:

1. I believe the facts set forth in this Notice of Lien are true; and
2. Either (strike out inappropriate statement and initial)
 - a. Notice of this lien was given to the owner of the within land on the _____ day of _____, _____; which is at least seven days before this lien is being submitted for registration; or
 - b. Notice of this lien was not given to the owner because the Condominium Corporation claimant is aware that a sale of the within land is pending.
3. Notice of this lien is being submitted for registration within three months from the date when default that gave rise to this lien occurred.

SWORN/AFFIRMED before me at the _____
of _____, in the
Province of Manitoba, this _____ day
of _____.

Director/Officer signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____
A Notary Public in and for the Province of Manitoba

9. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

LAND TITLES OFFICE USE ONLY

Set for Acceptance <input type="checkbox"/>		Fee & Tax _____	
Examined By: <input type="checkbox"/>		Fee Adjustment _____	
Fees and Tax Checked <input type="checkbox"/>		<input type="checkbox"/> Extra Fee <input type="checkbox"/> Refund	Registration No. _____

13. Declaration as to Possession (Transfer)

DECLARATION AS TO POSSESSION

IN THE MATTER OF

I, _____, of the City of Winnipeg, in the Province of Manitoba, do severally solemnly declare that:

1. I am entitled to be one of the registered owners in fee simple in possession of the following lands and premises:

Unit _____ Condominium Plan _____ WLTO, together with an undivided _____ % interest in the common elements as appurtenant thereto. Subject to all entries set out on the title of _____ Condominium Corporation No. _____. (the "Unit")

2. I am rightfully entitled to be in actual personal peaceable possession and occupation of the whole of the said Unit and have been so continuously entitled since the year _____ and I have never been disturbed in my possession of the said Unit or any part thereof.
3. The names of all persons in actual occupation of or residing on the said Unit or any portion thereof and the nature of such occupation or residence are as follows:
4. I know of no claim of any persons, corporation, municipality or government to or affecting the said Unit, whether adverse to my title thereto or otherwise, for a lease, option to purchase, easement, right-of-way, or any order of attachment, judgment or order for the payment of money in any Land Titles Office in Manitoba, execution, builder's lien, charge, mortgage, encumbrance, order under the [Bankruptcy and Insolvency Act](#), agreement or sale or other agreement affecting the said Unit except for:
5. All accounts for work, labour and material for the erection, renovation and repair of any building or other improvement upon the said Unit have been fully paid.
6. The electrical system and equipment, heating system, hot water tank and heater, and all other fixtures, chattels, and equipment comprising the said Unit and premises are fully paid for and are not affected by any chattel mortgage, rental agreement, conditional sales contract or other charge or encumbrance whatsoever.

7. All taxes on the said Unit and premises are paid to the 31st day of December.
8. The property is not subject to any loan under [The Property Tax and Insulation Assistance Act \(Manitoba\)](#) or, if so, the same will be paid off from the sale proceeds.
9. All premiums for any fire insurance policy (policies) on the buildings and improvements situated on the said Unit have been fully paid.
10. I will pay all instalments due or to become due under the existing mortgage of the said Unit to and including the instalment due and payable on the _____, day of _____, _____.
11. This sale is a sale of used residential property and is an exempt supply according to the Goods and Services Tax ("GST") provisions under the [Excise Tax Act, Canada](#) and no GST is payable by the purchaser regarding this supply.
12. I am the Vendor above named. I am not and will not be a non-resident of Canada within the meaning of the [Income Tax Act \(Canada\)](#) as the date hereof and as at the date of the completion of the sale of the Unit.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the [Canada Evidence Act](#).

SEVERALLY DECLARED before me at the City)	
of Winnipeg, in the Province of Manitoba, this)	_____
day of _____,)	
)	
)	_____
)	

A Notary Public in and for the Province of
Manitoba.

My Commission expires:

*** Some lawyers include the following additional clause:**

13. My lawyers, [insert name of lawyer or law firm], have my full authority to do all things required to complete this transaction, including the making of any necessary amendments to correct any document signed by me which is registered in the Land Titles Office.

14. Declaration as to Possession (Mortgage)

I, _____ of the City of Winnipeg, in the Province of Manitoba, (severally) do solemnly declare that:

1. I am entitled to be the registered owner in fee simple in possession of the following land and premises:

Unit Number _____ as shown on Condominium Plan registered in the Winnipeg Land Titles Office as Number _____, together with an undivided percent interest in the common elements as appurtenant thereto; Subject to all entries set out on the title of _____ Condominium Corporation No. _____

hereinafter referred to as the "dwelling unit".

2. I am applying to TRUST COMPANY for a loan on the security of a Mortgage of the dwelling unit.
3. I am rightfully in actual and personal peaceable possession and occupation of the whole of the dwelling unit and have been so continuously since the year 20__, and I have never been disturbed in my possession of the dwelling house or any part thereof.
4. The names of all persons who are in actual occupation or residing in the dwelling unit or any portion thereof and the nature of such occupation or residence are as follows:
5. I know of no claim of any person, corporation, municipality or government to or affecting the dwelling unit, whether adverse to my title thereto or otherwise, and I know of no licence, tenancy, lease or agreement for a lease, option to purchase, easement, right-of-way, judgment, execution, lien, charge, mortgage, encumbrance, order under the [Bankruptcy and Insolvency Act](#), agreement for sale or other agreement affecting the dwelling house except Mortgages_____.
6. All accounts for work, labour and material for the erection, renovation and repair of any building or other improvements of which the dwelling unit forms a part upon the land have been fully paid.
7. The electrical system and equipment, heating system, hot water tank and heater, and all other fixtures, chattels and equipment comprising the land and premises of which the dwelling unit forms a part are fully paid for and are not affected by any

chattel mortgage, rental agreement, conditional sales contract or other charge or encumbrance whatsoever.

8. All taxes on the land and premises of which the dwelling unit forms a part are paid to the 31st day of December, A.D. 20__.
9. All premiums for any fire insurance policy on the buildings and improvements situate on the land of which the dwelling unit forms a part have been fully paid.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the [Canada Evidence Act](#).

DECLARED before me at the)
City of Winnipeg, in the)
Province of Manitoba, this) _____
_____ day of _____, A. D. 20___.)
)

A Notary Public in and for the
Province of Manitoba.

15. Special Mortgage Clauses for Condominium

1. I covenant with the mortgagee to perform all duties and obligations imposed by [The Condominium Act](#), the declaration and the by-laws of the Condominium Corporation, as amended from time to time concerning the within mortgaged land. Any breach of said duties and obligations shall constitute a breach of covenant under this Mortgage.
2. Without limiting the generality of the foregoing paragraph, I covenant to pay promptly when due any contributions assessed by the Condominium Corporation of which I am a member by my ownership of the units and common interests being charged by this mortgage.
3. In the event I default in paying any assessment levied by the Condominium Corporation I consent to the mortgagee paying any part or all of such assessments and any payment so made by the mortgagee shall be added to the mortgage account and shall form a charge against the within lands, shall bear interest until repaid by me at the rate herein provided and shall be repayable by me to the mortgagee on demand.
4. I hereby irrevocably assign to the mortgagee all my rights to vote at all meetings and in the exercise of all powers of the Condominium Corporation.
5. The parties hereby acknowledge that nothing herein contained including the exercise by the mortgagee of the said right to vote shall render the mortgagee a mortgagee in possession.
6. The parties further acknowledge that the right to vote assigned herein to the mortgagee does not entail any representation, express or implied, that the mortgagee shall be in any way responsible to protect my interest, and the mortgagee shall not be answerable to the mortgagor for any exercise of the right to vote or any failure to exercise the right to vote.
7. If the Land comprises two or more condominium units registered under [The Condominium Act](#), then you agree:
 - (a) that the foregoing provisions of this paragraph will apply to such units;
 - (b) that your right to receive from us a statement of the debts secured by this security once every twelve months, or as needed for pay off or sale (according to the provisions of [The Mortgage Act CCSM c. M200](#)) shall be deemed not to apply separately to each condominium unit;
 - (c) that no sale of individual units will be permitted without our prior written consent;
 - (d) that you will not invoke any provision now or in the future existing under [The Condominium Act](#) as from time to time amended, replaced or supplemented or under any other statute or law respecting pre-payment in whole or in part of the obligations secured

by this security, the intent hereof being that this security shall continue to mortgage and charge each of the condominium units comprising the Land and that each of such units shall be subject to the payment, fulfillment and performance of all of the obligations hereby secured. If you or any other person or persons invokes any such provisions or any similar rights which has the effect of defeating or nullifying the purpose or intention of this provision, then, at our option, this shall constitute default under this security.

8. The mortgagor covenants and agrees that if any term or provision of this mortgage or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this mortgage or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and such terms or provisions of this mortgage shall be valid and shall be enforceable to the extent permitted by law.

9. Unless the unit is a bare land Condominium Unit where the Corporation has no obligation to insure the units, in which case the insurance provisions set out in paragraph ? shall apply, you or the Corporation of which you are a member by your title to the unit or both of you, will at all times insure the unit and keep it insured with insurance in an amount of not less than one hundred percent (100%) of the full replacement cost of, with coverage against (at least) the perils of fire and standard extended coverage on, each and every building on the Land and which may hereafter be erected thereon, both during erection and thereafter. Each policy of insurance arranged by you shall provide that loss, if any, shall be payable to the Credit Union as its interest may appear and shall contain the standard mortgage clause approved by the Credit Union. You and the Condominium Corporation will deliver to the Credit Union, certificates of insurance or, if required by the Credit Union, certified copies of each such insurance policy, as soon as practicable after the placing of the required insurance. All such policies arranged by you shall contain an undertaking by the insurers to notify the Credit Union in writing not less than fifteen (15) days before any material change, cancellation, failure to renew, or termination thereof. If you fail to take out or to keep in force any such insurance, or should any such insurance not be approved by the Credit Union, and should you not rectify the situation within ten (10) days after written notice by the Credit Union to you, the Credit Union has the right, without assuming any obligation in connection therewith, to effect such insurance at your sole cost and expense. If the Credit Union is obligated to pay any premiums or sums of money for insurance for the premises or any part thereof the amount of such payment shall be added to the debt secured by the Mortgage and shall bear interest at the same rate applicable to principal as set out in the Mortgage from the time of such payments and shall be payable at the time appointed for the next ensuing paying of interest on the said debt. On the happening of any loss or damage, you or the Condominium Corporation or both shall comply fully with the terms of the policy, or policies, of insurance and, without limiting the generality of the foregoing, your obligation to observe and perform all the duties and obligations imposed on you by [The Condominium Act](#) and the Declaration and By-Laws of the Corporation as hereinafter provided. You shall comply with the insurance provisions of the Declaration; and you, as a

member of the Corporation, shall seek full compliance by the Corporation of the aforementioned covenants.

10. To the extent that you have assigned your voting rights in connection with any matter relating to (i) insurance, (ii) repair after damage or (iii) withdrawal from [The Condominium Act](#), to us, such assignment shall take the place of any requirement that loss payable under the policy of insurance covering the units and the common elements be payable to us.

11. If a sprinkler system or a steam boiler or any other thing or apparatus generating steam or operated by steam shall be installed or operated on the land or in any building in which the whole or any part of the unit is situate, you or the Condominium Corporation or both of you shall insure and during the continuance of this Mortgage keep insured the buildings on the said land or any buildings in which the whole or any part of the unit is situate against loss or damage caused by such sprinkler system or by such boiler or other thing or apparatus or bursting or explosion thereof or defect therein to the full replacement value of such buildings

16. Condominium Declaration

[Document follows on next page]

WINNIPEG CONDOMINIUM CORPORATION NO.

DECLARATION

**FILLMORE RILEY
Barristers & Solicitors
17th Floor - 360 Main Street
Winnipeg, Manitoba
R3C 3Z3
(M.L. Rosenberg) 957-8349**

DECLARATION
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SCHEDULE "A"	EXCLUSIVE COMMON ELEMENTS
SCHEDULE "B"	CONSENT
SCHEDULE "C"	STATUTORY DECLARATION

DECLARATION

THIS DECLARATION of covenants, conditions and restrictions (hereinafter called the "Declaration") is made and executed pursuant to The Condominium Act, R.S.M. 1987, c. C170, and amendments thereto (hereinafter called the "Act"), at the City of Winnipeg, in the Province of Manitoba, the ____ day of _____, by _____, a corporation having its registered office in the City of Winnipeg, in the Province of Manitoba (hereinafter called the "Declarant").

WHEREAS:

1. The Declarant is the registered owner of the land hereinafter legally described as follows:

(hereinafter called the "Land");

2. The Declarant intends that the Land, and the interests appurtenant thereto described in the Plan as hereinafter defined, or subsequently added to the common elements, and all buildings and improvements constructed thereon (hereinafter called the "Property") shall be governed by the Act;

3. The Declarant is desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the Property and the use, conduct and maintenance thereof;

4. The Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interest together with and subject to the rights, easements, privileges and restrictions hereinafter set forth, and as provided by the Act, by-laws and the common element rules hereinafter referred to, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof;

5. The consents of all persons having registered encumbrances against the Property are annexed as Schedule "B" hereto;

6. The Property to which this Declaration relates will not contain, at the date of registration of this Declaration in the Winnipeg Land Titles Office, rented residential premises occupied by tenants;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I
INTRODUCTORY

1.01 **Definitions**

The following terms used herein, have the meanings set out below, unless the context otherwise requires:

- (a) "Act" means The Condominium Act, R.S.M. 1987, c. C170, and amendments thereto;
- (b) "Common Elements" shall, unless specifically stated to the contrary, include exclusive common elements;
- (c) "Common Element Rules" means rules and regulations with respect to the use of the common elements as are enacted by the Corporation from time to time;
- (d) "Corporation" means the Corporation created under the Act, by the registration of this Declaration and the Plan;
- (e) "Declarant" means One Wellington Ltd.;
- (f) "Land" shall have the meaning ascribed to it in Recital 1 of the preamble hereto;

- (g) "Plan" means the Plan which has been prepared in accordance with the Act, and is to be registered with this Declaration by the Declarant in the Winnipeg Land Titles Office, and any amendments thereto;
- (h) "Project" means the building of which the units and portions of the common elements form a part;
- (i) "Property" shall have the meaning ascribed to it in Recital 2 of the preamble hereto;
- (j) "Termination" means withdrawal of the Property from the Act and shall include withdrawal as a result of damage;
- (k) other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

1.02 Submission of Property to the Act

The recitals herein are true, and the Property is hereby submitted to the provisions of the Act, and by virtue of the Act, the terms of this Declaration, the Plan, the by-laws and the Common Element Rules are imposed upon the Property for the benefit of all of the units and all persons interested therein from time to time.

1.03 Particulars of Units

The units shall be as shown in the Plan which has been prepared in accordance with the provisions of the Act and is submitted for registration contemporaneously herewith and the proportions expressed in the percentages allocated to each unit in which the owners are to have voting rights in the Corporation, to share in the common interests, to contribute to the common expenses and to contribute to the reserve fund or reserve funds of the Corporation, shall be as follows:

- (a) the percentage allocated to each unit for voting rights in the Corporation is _____%; and

- (b) the percentage allocated to each unit for contribution to common expenses, for contribution to the reserve fund and to share in common interests shall be as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1	
2	
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1.04 Name of Project

The name of the Project shall be

1.05 Intentions

All of the Property shall be held, conveyed, mortgaged, encumbered, leased, occupied and improved subject to and together with the following covenants, conditions, restrictive uses, limitations and obligations, all of which are declared to be in furtherance of a plan for the improvement of the Property and all parts thereof, and the subdivision thereof, and to enure to the benefit of and to be binding upon the Declarant, its successors and assigns, and any persons

acquiring or owning an interest in the Property, their grantees, heirs, executors, administrators, successors and assigns.

1.06 First Meeting

- (a) As soon as practicable after the registration of this Declaration, the unit owners may, on three (3) days notice, or in the event that all owners can be present, then without notice, hold their first meeting for the purposes of electing a Board of Directors which Board of Directors shall consist of not fewer than three (3) persons. The Board of Directors so elected may, without notice, hold its first meeting providing a quorum of Directors is present.
- (b) So long as the Declarant is the registered owner of one hundred (100%) per cent of the common elements, the written approval of the Declarant may be substituted for actions otherwise requiring the approval of a duly constituted meeting of owners.

PART II
UNITS

2.01 Meaning of "Unit"

Wherever in any agreement respecting a unit, or in this Declaration, the by-laws, the Common Element Rules, or any mortgage or conveyance of a unit, the term "unit" is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

2.02 Boundary of Unit

The boundaries of the units are as shown on the Plan.

2.03 Occupation and Use

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

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from maintaining units as models for display and sale purposes and as a sales and administration office and otherwise maintaining displays and signs on any part of Property until all units have been sold by the Declarant.
- (b) No unit shall be occupied or be used by anyone in such a manner as to result in an increase in the risk of fire on the Property or the cancellation or the risk or the threat of cancellation of any policy of insurance referred to in this Declaration.
- (c) No unit shall be occupied or be used by anyone in such a manner as to interfere with the reasonable use, occupation and quiet enjoyment of any other unit or of the common elements.
- (d) The maximum number of permanent occupants permitted in a unit shall be as follows:
 - (i) One-bedroom units shall have no more than two occupants;
 - (ii) Two-bedroom units shall have no more than four occupants;
 - (iii) Three or more bedroom units shall have no more than five occupants;without the prior consent in writing of the Board of Directors.
- (e) The owner of each unit shall comply and shall require all residents of and visitors to his unit to comply with the Act, this Declaration and the by-laws and the rules and regulations passed pursuant thereto.
- (f) No owner shall make or cause to be made any structural change or alteration in or to his unit, nor effect or alter or cause to be effected or altered any plumbing or electrical work within any bearing or party wall, partition, ceiling or floor, nor alter or cause to be altered the exterior design or colour of any part of his unit normally

visible from the exterior thereof, nor make or cause to be made any change to an installation upon the common elements, nor maintain, decorate, alter or repair or cause to be maintained, decorated, altered or repaired any part of the common elements except for maintenance of those parts of the common elements which he has the duty to maintain, without the prior consent in writing of the Declarant or the Board of Directors.

- (g) No owner shall at any time have or permit to be in any unit or upon the common elements, any animals, domestic pets or otherwise, except that an owner or his tenant may have and keep, provided that at all times it or they are always kept within his unit, caged birds (excepting pigeons), or fish in aquariums or other proper containers for same, one domestic dog or one domestic cat, provided however that:
 - (i) owners in possession of an aquarium must maintain adequate insurance coverage therefor and provide evidence of same to the Board of Directors;
 - (ii) no such dog or cat shall be allowed on any part of the common elements except on a leash and the same shall at all times be taken from the Property for such pet's nature walks;
 - (iii) any owner or tenant who keeps a permitted dog, cat or caged bird(s) shall, upon request by the Board of Directors, register with the Corporation particulars concerning such dog, cat or caged bird(s), as deemed appropriate by the Board of Directors;
 - (iv) at all times, the owner or other person in control of any permitted dog, cat or caged bird(s), as aforesaid, shall ensure that all other unit owners, their tenants and others claiming lawfully under and through them, are not disturbed, annoyed or embarrassed by such dog, cat or caged bird(s) aforesaid, and that such dog, cat or caged bird(s) aforesaid do not cause any disturbance, nuisance or embarrassment upon or in any part of the Property; and

- (v) in the event the Board of Directors, in its absolute discretion, deems any such dog, cat or caged bird(s) to be a nuisance, the owner or occupant shall, within two (2) weeks of receipt of a written notice from the Board of Directors requesting the removal of such dog, cat or caged bird(s), permanently remove such dog, cat or caged bird(s) from the Property.

2.04 Requirements for Leasing

- (a) No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I, _____ covenant and agree that I, members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration, the By-Laws and all rules and regulations of the Condominium Corporation during the term of my tenancy."

PROVIDED HOWEVER that the provisions of this Sub-Clause 2.04(a) shall not apply to the Declarant.

- (b) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses in which case the tenant shall deduct from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.
- (c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

2.05 Maintenance

(a) By the Corporation:

The Corporation shall maintain (in addition to the common elements) the following parts of the units:

- (i) the complete Project structure, including interior load bearing walls, but excluding with respect to interior load bearing walls only, reasonable wear and tear, shifting and cracking due to settlement, shrinkage, expansion and contraction, and excluding interior partitions in individual units;
- (ii) the complete Project plumbing system, excluding all fixtures, pipes, traps and other plumbing components located within and serving individual units unless the same serve more than one (1) unit, or the common elements, and excluding such pipes for the exclusive use of the unit from the point at which such pipes join pipes servicing that unit together with one (1) or more other units, or in the case where such pipes run into the ground before joining any pipes servicing more than one (1) unit, where such pipes enter the ground;
- (iii) the complete Project electrical system, excluding separate meters serving individual units, and fixtures and wiring located within and serving individual units unless the same serve more than one (1) unit, or the common elements;
- (iv) all fireplace chimneys and flues, whether located wholly within or partly within and partly without the boundaries of the Units.

(b) By the Unit Owner:

- (i) Each owner shall maintain and keep in good repair the parts of his unit not required to be maintained by the Corporation pursuant to Sub-Clause (a) hereof, including without restricting the generality of the foregoing, all heating and air conditioning

equipment and all duct work and appurtenances thereto, all appliances in units such as refrigerators, automatic ranges, clothes washers, clothes dryers, dishwashers, garburators, hot water tanks and all other appliances and fixtures, the kitchen, bathroom and other exhausting system or systems (including duct work) including ceiling and hood mounted exhaust fans and grills, all fireplaces, and the balcony and its railings, notwithstanding that such maintenance may be required as a result of reasonable wear and tear.

- (ii) Subject to the provisions of the Act and this Declaration, the Condominium Corporation shall repair the units and common elements after damage; PROVIDED HOWEVER that a unit owner shall pay the cost of repairing damage to his unit to the extent that such costs are not recoverable under insurance required to be held by the Condominium Corporation, but this shall not relieve an owner described in Sub-Paragraph (iii) hereof from his liability to compensate the owner of the damaged unit described in this Paragraph.
- (iii) Notwithstanding the foregoing, any unit owner who, by his actions or conduct, causes damages to his unit, any other unit, or the common elements, shall be responsible for the repair of and compensation for such damages; PROVIDED HOWEVER that the Condominium Corporation shall apply to the repair of and compensation for such damages insurance proceeds payable in connection therewith under any policy or policies of insurance held by the Corporation.
- (iv) The Corporation may perform maintenance and make repairs that an owner is obligated to perform and make and that he does not perform and make within a reasonable time (as determined by the Board in its sole discretion), and in such event, an owner shall be deemed to have consented to having such maintenance performed and repairs done by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation in order to collect the cost of such maintenance and repairs, and all such sums of money shall bear interest at the rate of Six (6%) Per Cent per annum in excess of the interest rate per annum designated by the banker of the Corporation as its prime rate from time to time at its main branch in the City of Winnipeg, in Manitoba, or such other rate as may be approved

by by-law. The Corporation may collect all sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and are recoverable as such.

PART III

COMMON ELEMENTS

3.01 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the by-laws, and any rules and regulations passed pursuant thereto, each owner shall have the right to the use and enjoyment of the common elements in common with all other owners except as hereinafter stated, and such rights shall extend to the owner and members of the immediate family and guests and other authorized occupants and visitors of the owner.

3.02 Exclusive Common Elements

Subject to the provisions of the Act, this Declaration, the by-laws and any rules and regulations passed pursuant thereto the owner of the units shall have the exclusive use of those parts of the common elements set out in Schedule "A" attached hereto.

3.03 Restrictive Access

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as a dwelling for any building superintendent or for any utility areas, building maintenance, storage areas, operating machinery or other parts of the common elements used for the care, maintenance or operation of the Property, provided, however, that this Paragraph shall not apply to any first mortgagee or second mortgagee holding mortgages on at least ten (10%) per cent of the units who shall have a right of access for inspection upon twenty-four (24) hours notice to the property manager.

3.04 Maintenance and Repair of Common Elements

Subject to the proviso herein contained, the Corporation shall maintain and repair the common elements, including without limiting the generality of the foregoing, those portions of the common elements to which any owner is entitled to exclusive use; provided however that each owner shall be responsible to maintain and keep in good repair all doors providing a means of ingress to and egress from his unit and all windows located in exterior walls which form a part of his unit. No owner shall make any change in and to the doors providing a means of ingress to and egress from his unit or any windows located in exterior walls which form a part of his unit which would have the effect of altering the exterior appearance of such doors or windows.

The Corporation may make repairs and perform maintenance that an owner is obligated to make and perform in accordance with this Clause 3.04 and that he does not make and perform within a reasonable time, and in such event the provisions of Sub-Clause 2.05 (b)(iv) shall be applicable.

3.05 Substantial Changes

- (a) No substantial addition, alteration or improvement to the common elements or substantial change in the assets of the Corporation shall be made unless first approved by a vote of the owners who own at least eighty (80%) per cent of the common elements at a meeting of the owners called for that purpose. At any meeting called pursuant to this Clause, votes against the proposed expenditure shall be called for, counted and recorded before calling for votes in favour of the expenditure.
- (b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration or improvement to the common elements, or may make any other change in the assets of the Corporation that is non substantial.
- (c) For the purposes of this Clause 3.05, "substantial" shall have the meaning ascribed to it in the Act and failing any meaning ascribed to it in the Act, the Board shall decide whether any addition, alteration or improvement to the common elements, or any change in the assets of the Corporation is substantial.

- (d) Notwithstanding anything in this Clause 3.05, the Corporation may, without a vote of owners, make any addition, alteration or improvement to the common elements or any change in the assets of the Corporation that is necessary to maintain the common elements in a state that complies with health, building, and maintenance and occupancy standards required by law, and the cost of doing so is a common expense.

**PART IV
COMMON EXPENSES AND RESERVE FUND**

4.01 Specification of Common Expenses

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

- (a) all sums of money levied against or charged to the Corporation on account of any and all utilities and services including, without limiting the generality of the foregoing, levies or charges for:
- waste and refuse disposal;
 - maintenance materials, tools and supplies;
 - snow and ice removal and landscaping;
 - water supply to the units and common elements, except water supply separately metered and charged to the owner of each unit;
 - hydro supply to the common elements;
- (b) the payment of realty taxes (including local improvement charges) levied against the Property, until such time as realty taxes are levied against each unit;
- (c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation, maintenance and security of the Property;
- (d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a property manager;

- (e) insurance premiums for insurance coverage maintained by the Corporation;
- (f) the cost of materials, furnishings and equipment for use on and about the common elements, including the repair, maintenance or replacement thereof;
- (g) the cost of appraisals made pursuant to this Declaration.
- (h) the fees and disbursements of the Insurance Trustee;
- (i) the cost of maintaining Fidelity Bonds as provided in the by-laws;
- (j) the costs incurred by the Corporation in connection with any units owned by the Corporation;
- (k) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation providing that each borrowing must be approved by a majority of unit owners who are present at a meeting duly called for the purpose of obtaining such approval;
- (l) the cost of all legal, accounting and auditing services provided to the Corporation;
- (m) all further items of expense which may from time to time be determined by the Board to form part of the common expenses, such determination of the Board to be final and binding upon all owners.

4.02 Unit Taxes Not Included in Common Expenses

Subject to the provisions of Sub-Clause 4.01(b) hereof, taxes on each unit and common interest appurtenant thereto which constitute a parcel pursuant to Section 8(11) of the Act do not form part of common expenses, and are the responsibility of the individual unit owner.

4.03 Payment of Common Expenses

Each owner shall contribute to the common expenses in the percentage set forth in Sub-Clause 1.03(b) hereof. Each owner's share of the common expenses as herein provided shall be paid to the Corporation in accordance with the provisions of the by-laws of the Corporation.

4.04 Priority

Notwithstanding Section 14 of the Act, the holder of any first mortgage registered against each unit or the holder of any second mortgage in favour of the Declarant or its successor or assignee registered against each unit shall have priority over all liens subsequently registered under the provisions of the said Section.

4.05 Establishment of Reserve Fund

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

4.06 Payment of Contributions to Reserve Fund

All contributions to the reserve fund required pursuant to the Act shall be made by each owner in the percentage set forth in Clause 1.03(b) hereof. Each owner's contribution to the reserve fund shall be paid to the Corporation at such time and in such manner as may be specified in the by-laws of the Corporation.

4.07 Allocation of Reserve Fund Interest and Reserve Fund Expenditures

Provided that the Act shall require the keeping of reserve fund accounts for each unit, the reserve fund account kept for each unit shall be:

- (a) credited with a proportion of the interest earnings resulting from the investment of money in the reserve fund of the Corporation; and

- (b) debited with a proportion of any expenditure out of the money in the reserve fund of the Corporation;

in the percentage for contribution to the reserve fund for such unit set forth in Clause 1.03(b) hereof.

PART V **INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

5.01 Insurance Trustee

With respect to insurance proceeds payable to the Corporation in excess of Twenty Thousand (\$20,000.00) Dollars, or such other amount as may be specified, from time to time by the Board of Directors, the Corporation shall enter into an agreement (hereinafter called the "Insurance Trust Agreement") with a trustee, which shall be a trust company or a chartered bank (hereinafter called the "Insurance Trustee"), which Insurance Trust Agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of proceeds of insurance payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustees to unit mortgagees of any insurance monies received by it.

In the event that the Corporation is unable to enter into an Insurance Trust Agreement with such trust company, or such chartered bank, by reason of their refusal to act, the Corporation may enter into an Insurance Trust Agreement with such other corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The

Corporation shall pay the fees and disbursements of any Insurance Trustee and any such fees and disbursements shall constitute a common expense.

5.02 Repair After Damage

In the event that:

- (a) the Corporation is obligated to repair any unit insured under Sub-Clause 6.01 hereof, in accordance with the provisions of Section 18(2) or Section 19(2) of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 18(2) or Section 19(2) of the Act and there is termination in accordance with the provisions of Section 20 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the same proportions as their respective interest in the common elements and shall, subject to the provisions of Sub-Clause 5.02(e) hereof, pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation;
- (c) the Board, in accordance with the provisions of Section 19(1) of the Act, determines that there has not been substantial damage to the extent that the cost of repair would be twenty-five (25%) per cent of the value of the units and common elements immediately prior to occurrence of the damage, the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and Section 18 of the Act;
- (d) the Board, in accordance with the provisions of Section 19(1) of the Act, determines that there has been substantial damage to the extent that the cost of repair would be twenty-five (25%) per cent of the value of the units and common elements, immediately prior to occurrence of the damage, the Corporation shall immediately

give written notice thereof by registered mail to all mortgagees who have notified the Corporation of their interest in the property according to the provisions of Article 12.09 hereof;

- (e) notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner in accordance with the provisions of Sub-Clause 5.02(b) hereof, shall be subject to payment in favour of, firstly, any first mortgagee who has a mortgage registered against the unit of such owner, of all monies required to fully pay and discharge such mortgage, secondly, any second mortgagee who has a mortgage registered against the unit of such owner, of all monies required to fully pay and discharge such mortgage, thirdly, the Corporation in satisfaction of the amount due under any liens registered by the Corporation against such unit, fourthly any other mortgagee or mortgagees who have a mortgage or mortgages registered against the unit of such owner, of all monies required to fully pay and discharge such other mortgage or mortgages and if more than one, in order of their entitlement to such proceeds, as provided by law, and thereafter, the Corporation, in satisfaction of any other amount due to the Corporation by the owner of such unit.

PART VI **INSURANCE**

6.01 By the Corporation

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

- (a) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem, advisable, insuring:
 - (i) the Property, excluding the units;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of the Property and such personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

- (b) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement; and shall, if obtainable, contain the following provisions:

- (i) that loss shall be payable to the Insurance Trustee named in the Insurance Trust Agreement;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and owners, and any members of their household, their guests and the occupants of a unit, except for arson and fraud;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon including any mortgagee recorded in the policy or policies, and the Insurance Trustee;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition by any insured;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any unit owner;

- (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the Property by the Act is terminated;
- (c) public liability and property damage insurance insuring the liability of the Corporation and the owners from time to time, in amounts to be determined by the Board. 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;
- (d) boiler and machinery insurance to the extent required as the Board may from time to time deem advisable.

6.02 General Provisions

- (a) Prior to obtaining any policy or policies of insurance under Article 6.01 hereof, or any renewal or renewals thereof, and if any first mortgagee holding mortgages on at least ten (10%) per cent of the units or if any second mortgagee holding mortgages on at least ten (10%) per cent of the units so requires, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property and/or the personal property owned by the Corporation, for the purpose of determining the amount of insurance to be effected pursuant to Article 6.01 hereof, and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board, and its Officers, shall have the exclusive right, on behalf of itself and as agent for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however, that the Board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent the application of the insurance proceeds in satisfaction of

an obligation to repair. This Sub-Clause 6.02(c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired.

- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten (10) days before the expiry of any current insurance policies. The master policy for insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

6.03 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation. Each owner may obtain and maintain insurance in respect of loss or damage to:

- (a) his unit and his interest in the common elements against fire and other perils to the extent that the insurance placed by the Corporation is not effective or is inadequate;
- (b) any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating, personal property and chattels of the owner contained within his unit, including his automobile or automobiles and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver or subrogation against the Corporation, its manager,

agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud;

- (c) rental value of his unit to the extent it is not so insured by the Corporation;
- (d) public liability insurance and property damage insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

6.04 Uninsurable Owners

(a) Proposed Purchaser Uninsurable

The Board may prohibit the sale of any unit if it is found that the proposed purchaser is uninsurable to the extent set out in Part VI hereof, or would render the Property, or any part thereof, uninsurable to the extent set out in Part VI.

(b) Owner Becoming Uninsurable

If an owner becomes uninsurable or adversely affects the Property's insurability or insurance rates, unless said owner makes adequate compensation to keep the Property fully insured as herein provided and pays any extra costs in connection therewith, the Corporation shall have the option for sixty (60) days following a demand made against the said owner for compensation and extra costs in connection therewith to purchase such owner's unit at a price to be agreed upon or arbitrated. It shall so purchase the unit if owners owning at least eighty (80%) per cent of the units vote in favour of the purchase at a meeting called for that purpose. On expiry of the said sixty (60) days following the demand for compensation and extra costs, the said option in favour of the Corporation shall expire.

PART VII
INDEMNIFICATION

7.01 Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof,

any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by the insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this Article 7.01 are deemed to be additional contributions towards the common expenses and are recoverable as such.

PART VIII
DAMAGE

8.01 Repair After Damage

Subject to the provisions of the Act and this Declaration, the Corporation shall repair the units and common elements after damage.

8.02 Procedure When Damage Occurs

Board to Determine Extent of Damage

- (a) Where damage to the units and common elements occurs, the Board shall determine within thirty (30) days of the occurrence whether there has been damage to the extent that the cost of repair would be twenty-five (25%) per cent of the value of the units and common elements immediately prior to the occurrence.

Damage Less Than 25%

- (b) Where the damage is determined under Sub-Clause 8.02(a) hereof to be less than twenty-five (25%) per cent of the total value of the units and common elements immediately prior to the occurrence, then the Corporation shall repair the units and common elements.

Damage More Than 25%

- (c) (i) Where the damage is determined under Clause 8.02(a) hereof to be twenty-five (25%) per cent or more of the total value of the units and common elements immediately prior to the occurrence and owners owning eighty (80%) per cent of the units and common elements vote for repairs within sixty (60) days of the determination referred to in Clause 8.02 (a) hereof, the Corporation shall repair the units and common elements.
- (ii) Where the damage is determined under Clause 8.02(a) hereof to be twenty-five (25%) per cent or more of the total value of the units and common elements immediately prior to the occurrence, and if the costs of repairing the damage are covered by insurance to the extent of ninety-five (95%) per cent or more, all of the owners shall and do hereby agree to vote in favour of repair when voting for repair after damage.

Owners Voting Against Repair

- (d) Subject to the provisions of Sub-Clause 8.02(c)(ii) hereof, where the damage is twenty-five (25%) per cent or more of the total value of the units and common elements immediately prior to the occurrence, and where, on a vote within the said sixty (60) day period, the owners owning eighty (80%) per cent of the units and common elements do not vote for repair, the Corporation shall, within ten (10) days of the vote, register a Notice of Termination.

Owners Not Voting

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

8.03 Decisions Regarding Reconstruction

All decisions with regard to reconstruction, adjustment of losses, letting or reconstruction contracts (except the decision whether or not to reconstruct, which shall be made as provided in Article 8.02 hereof) shall be made by the Corporation. The authority of the Corporation shall include the type of materials to be used, and the timing of and method of reconstruction. However, the decoration and interior finishing of each unit shall be in the discretion of the owner; provided however that any excess in the cost of such interior decorating of a unit over and above the cost of restoring the unit to its original condition shall be paid by owner.

8.04 Contribution to Common Expenses to Abate During Reconstruction

Abatement After Damage

- (a) Subject to Clause 8.04(b) hereof, if a unit is rendered uninhabitable as a result of damage, the contribution of the respective owner towards common expenses shall abate until the unit is restored.

Capital Expenditures Not to Abate

- (b) Clause 8.04(a) hereof shall not apply to expenses that benefit the Property permanently, nor to the cost of rebuilding.

8.05 Copy of Plans and Specifications

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

PART IX
SALE

9.01 **Vote Required**

Subject to the Act, the complete Property or any part of the common elements may be sold if authorized by a vote of owners who own at least ninety (90%) per cent of the common elements and by the consent of the persons having registered claims against the Property or the parts of the common elements, as the case may be, created after the registration of this Declaration and the Plan. In voting on a proposed sale, the owners voting against the sale shall vote first and be recorded.

9.02 **Proceeds of Sale of Part of Common Elements**

In the event of sale of part of the common elements, the proceeds shall be credited to the reserves of the Corporation.

PART X
EXPROPRIATION OF PART OF COMMON ELEMENTS

10.01 If no units are affected by an expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation, less such amounts as may be required to reconstruct or repair, shall be distributed among the owners and mortgagees in proportion to their interest in the common elements, except in the case of exclusive common elements. The compensation for exclusive common elements shall be negotiated and finalized by the unit owner whose exclusive common element is taken, and the compensation paid shall belong to such owner subject to the interest of the mortgagee.

PART XI
TERMINATION

11.01 **Vote Required**

Termination of the government of the Property by the Act may be authorized by a vote of the owners who own not less than ninety (90%) per cent of the common elements and by

the consent of the persons having registered claims against the Property created after the registration of this Declaration and the Plan.

11.02 Management after Termination

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

- (a) Board and Officers to Continue. The Board and the Officers thereof shall continue to have all powers, duties and obligations in connection with the Property that they had prior to termination.
- (b) Sale to be Made. The Board and the Officers thereof shall endeavour to sell the Property at the earliest possible time for the best possible price and on the best obtainable terms.
- (c) Occupancy of Units. Until sale, each owner shall continue to occupy his unit notwithstanding that as a result of termination he no longer owns the specific unit. He shall pay as rent for the unit occupied his share of the total expenses of the Property, whether he occupies the unit or not, so long as the unit is fit for occupation.
- (d) Responsibility for Mortgages. Each owner shall continue to be responsible for payment of all monies due from time to time under mortgages that were formerly charges against his unit.
- (e) Determination of Share of Expenses. The method of determining the share of expenses of any owner if the units are unfit for occupancy shall be as follows:

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

- (f) Election of Officers and Government of Property. If more than one hundred and eighty (180) days elapse before sale, the election of Directors and Officers and all other provisions of the By-Laws relating to the government of the Property shall continue in the same way as if the Property were still governed by the Act.

PART XII
ADMINISTRATION AND GENERAL

12.01 Method of Voting

Whenever the provisions of the Act, this Declaration and the by-laws or the common element rules require a vote of owners, unless specifically otherwise specified, each owner may vote in person at a meeting or by proxy, or by affixing his signature to the resolution on which the vote is to be taken. He may vote in this way either for or against any resolution, and notwithstanding that the provision requiring the vote indicates that the vote is to be taken at a meeting.

12.02 Rights of Entry

(a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

(b) In the case of an emergency, an agent or agents of the Corporation may, without notice, enter a unit at any time for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, and for the purpose of correcting any condition which might result in damage to the Property, or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.

(c) if an owner shall not be personally present to grant entry to his unit, the Corporation, or its agent or agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.

(d) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-Laws.

12.03 Passing or Amending By-Laws

Unless otherwise provided herein, by-laws of the Corporation shall be passed or amended by an affirmative vote of owners who own not less than seventy-five (75%) per cent of the common elements and who are in attendance or represented by proxy at a meeting of owners convened for that purpose.

12.04 Resolution on Conflict of Provisions

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

12.05 Binding Effect of Condominium Documents

This Declaration and the by-laws of the Corporation and the Common Element Rules shall, insofar as they are intended to be binding upon the owners and other persons interested in the Property from time to time shall remain binding after termination on all such persons to the same extent, as if all such persons had signed the original Declaration, by-laws and Common Element Rules.

12.06 Units, Subject to Declaration, By-Laws and Common Element Rules

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws and any other rules and regulations of the Corporation as they may be amended from time to time, are accepted and ratified by such owner, tenant, resident or other person aforesaid, and all of such provisions shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

12.07 Severability of Provisions

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

12.08 Waiver

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

12.09 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his respective unit or at such other address as is given in writing by the owner to the Corporation for the purpose of notice, and to

each mortgagee who has notified the Corporation of its interest in the Property at such address as such mortgagee shall from time to time advise the Corporation of in writing; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the second business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

12.10 Address for Service

The address for service on the Corporation is:

or such other address as the Corporation may by resolution of the Board determine provided that notice of the change of address has been filed in the Winnipeg Land Titles Office.

12.11 Vote of Mortgagee - Notice of Meetings

Where a mortgage of a unit contains a provision that authorizes the Mortgagee to exercise a right of the unit owner to vote or to consent as unit owner, when a Mortgagee desires to exercise such right, the following provisions shall apply:

- (i) written notice shall be delivered or sent by prepaid registered post by or on behalf of the Mortgagee to the office of the Corporation stating the extent to which the Mortgagee desires to exercise the right of the unit owner vote or consent as aforesaid;
- (ii) the Corporation shall be bound from the date of receipt of such notice until further notice to treat the Mortgagee as the unit owner for the purpose of exercising the right of the unit owner to vote or consent, in accordance with the terms of the notice, and thereafter the Mortgagee shall be given notice of all meetings of the unit owners in accordance with the provisions for meeting notices set out in the by-laws of the Corporation.

12.12 Headings

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

12.13 Number and Gender

This Declaration is to be read with all changes of number and gender required by context.

12.14 Effective Date

This Declaration shall take effect upon registration.

IN WITNESS WHEREOF the Declarant has executed this Declaration on the day
of ,

Per: _____

Per: _____

SCHEDULE "A"

1. Two (2) parking stalls in the underground parking area located on the Property, as may be designated by the Board of Directors from time to time. Each owner may rent or permit the use of one or more of his designated parking stalls from time to time by members of his family, other unit owners or members of their family or a tenant of his unit or other units of the Property and members of their family or to the Corporation during the period of such ownership or tenancy. Any parking stall not so designated by the Board of Directors may be rented to such persons and upon such terms and conditions as the Board of Directors deems appropriate provided that any income derived from parking stalls shall be used for the benefit of the Corporation.
2. All doors providing a means of ingress to and egress from his Unit and his balcony or balconies and all windows located in exterior walls which form part of his unit.
3. The chimney and flue forming part of the owner's fireplace.
4. One storage locker located in the underground parking area located on the Property, as may be designated by the Board of Directors from time to time.
5. One mail box located in the mail box area, as may be designated by the Board of Directors from time to time.

SCHEDULE "B"

CONSENT

In accordance with the requirements of The Condominium Act, R.S.M. 1987 c. C170 and amendments thereto, and in accordance with the requirements of Section 5(l)(f) thereof, _____ hereby consents to the registration of the Condominium Declaration of _____ annexed hereto regarding the lands and premises commonly known as _____, with the civic addresses of _____, Winnipeg, Manitoba, and legally described as:

(Legal Description)

IN WITNESS WHEREOF _____ has hereunto affixed its corporate seal as attested to by its proper officers in that behalf this ____ day of _____, ____.

(Name of Instrument Holder)

Per: _____

Per: _____

SCHEDULE "C"

(Attach Statutory Declaration)

17. Condominium By-Law

[Document follows on next page]

WINNIPEG CONDOMINIUM CORPORATION NO. _____

BY-LAW NUMBER 1

FILLMORE RILEY
Barristers & Solicitors
1700 - 360 Main Street
Winnipeg, Manitoba
R3C 3Z3
(M.L. Rosenberg) 957-8349

BY-LAW NUMBER 1

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COMMON ELEMENT AND UNIT RULES

Schedule "A"

Schedule "B"

BY-LAW NUMBER 1

A By-Law relating generally to the conduct of the affairs of WINNIPEG CONDOMINIUM CORPORATION NO. _____.

BE IT ENACTED AND IT IS HEREBY ENACTED as By-Law No. 1 of WINNIPEG CONDOMINIUM CORPORATION NO. _____ (hereinafter referred to as the "Corporation"), as follows:

1. Definitions

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

- (i) Declaration means the Declaration respecting the land submitted for registration under the Act by _____ (hereinafter called the "Declarant") and registered in the Winnipeg Land Titles Office on the _____ day of _____, as Instrument No. _____;
- (ii) Land means the land described in the Plan and more particularly described as Winnipeg Condominium Plan No. _____ as registered in the Winnipeg Land Titles Office.
- (iii) Plan means the Plan respecting the land submitted for registration under the Act by the Declarant.

2. Registered Office

The registered office of the Corporation shall be located at _____, or such other location within the territorial limits of the Province of Manitoba, as the Directors of the Corporation may from time to time by Resolution fix.

3. Seal

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

4. Fiscal Year

The Fiscal Year of the Corporation shall terminate on such date as the directors may from time to time by Resolution determine.

5. Meeting of Members of the Corporation

(i) Annual Meeting: There shall be an annual meeting of owners held once each year, in Manitoba, and not more than fifteen (15) months shall elapse between the date of one

annual meeting and that of the next, for the purpose of hearing and receiving the reports and statements required by the Act and the By-Laws of the Corporation to be read and laid before the owners, electing Directors, appointing the auditor, if any, and fixing or authorizing the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting.

(ii) Special Meeting: All meetings of members other than the annual meeting shall be special meetings. The Board shall have the power at any time to call a special meeting of owners and shall, upon a requisition in writing made by owners who own 25% of the common elements or by mortgagees who are entitled to vote on behalf of owners who own 25% of the common elements, or combination thereof, convene a special meeting of owners. In the event that the Board does not within ten (10) days from the date of such requisition call such meeting to be held within fourteen (14) days the owners or mortgagees who gave such requisition may call such meeting which may be held within thirty (30) days from the date of the calling of such a meeting.

(iii) Notice of Meetings: Except as otherwise provided in the Act, thirty (30) days notice of every annual meeting and seven (7) days notice of every special meeting, specifying the place, the date and the hour of meeting and the general nature of the matters to be considered shall be given to all unit owners who at the close of business on the day on which notice is given are entered on the Corporation's records as owners, addressed to them at their respective units or such other address as may be specified in writing to the Corporation by them and to all registered mortgagees who at the close of business on the day on which notice is given have filed with the Corporation a request in writing to receive notice of such meetings. Proof of notice calling the meeting shall be made by affidavit by the person giving such notice. Notice of the meeting may be waived before or after the meeting or any other event of which notice is required to be given and such waiver shall cure any default in giving such notice. No notice of a meeting is necessary after all the members are present for any meeting in person or by proxy.

(iv) Quorum Required: Except as otherwise provided in the Act or in this By-Law, no business shall be transacted at any annual or special meeting unless a quorum of two (2) persons entitled to vote thereat is present at the time when the meeting proceeds to business, and the persons present in person or by proxy own 33% or more of the condominium units.

(v) Adjournment for Lack of Quorum: If within one-half (1/2) hour from the time appointed for an annual or special meeting, a quorum is not present, the meeting shall stand adjourned to one-half (1/2) hour from the time originally appointed for such meeting. Those persons entitled to vote who are then present shall constitute a quorum.

(vi) Conduct of Meetings: The order of business at annual meetings and, as far as practical at all special meetings, shall be:

- (a) calling of the rolls and certifying of proxies;
- (b) proof of notice of meeting or waiver of notice;
- (c) approval of any unapproved minutes;
- (d) reports of the outgoing Board of Directors;

- (e) review of Financial Statements;
- (f) review of the Operating Budget;
- (g) election of Directors;
- (h) appointment of Auditors;
- (i) unfinished business;
- (j) new business;
- (k) adjournment.

(vii) Vote: At any annual or special meeting every unit owner shall be entitled to vote who at the close of business on the day immediately preceding the day of the meeting is entered on the records of the Corporation as the owner of a unit or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting, that he is the owner. A vote shall be by show of hands unless a poll is requested. Each unit owner shall have one vote. The owner may by instrument in writing appoint a proxy who need not be a unit owner to attend and act at any meeting in the same manner, to the same extent and with the same power as if the owner were present at the meeting.

(viii) Vote by Co-Owners: If a unit or a Mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

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

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

- (a) written notice shall be delivered or sent by prepaid registered post by or on behalf of the mortgagee to the office of the Corporation;
- (b) the notice shall state according to its terms the extent to which the mortgagee desires to exercise the right of the owner to vote or consent as aforesaid; and
- (c) the Corporation shall be bound from the date of receipt of such notice to treat the mortgagee as the owner for the purpose of

exercise of the right of the owner to vote or consent in accordance with the terms of such notice.

(xi) Resolution: Except as otherwise provided in the Act, at any annual or special meeting, every question shall be decided by a majority of the votes cast on the question, unless otherwise required by the Act, the Declaration or By-Laws of the Corporation. A Resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by an owner present in person or by proxy and unless a poll is so demanded, a decision by the chairman that the vote upon the question has been carried or carried by a particular majority or not carried on a show of hands, is conclusive proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such question. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

(xii) Taking a Poll: A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(xiii) Equality of Votes: In case of equality of the votes whether on a show of hands or upon a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.

(xiv) Mortgagee's Rights: Provided that a mortgagee is authorized to vote at meetings of the members of the Corporation, then the Corporation shall deliver to each such mortgagee, when requested to do so in writing, a copy of minutes of each meeting of the members of the Corporation within seven (7) days after the holding of the meeting. In the event that such minutes disclose that any matter has been dealt with which has not been specifically referred to in the notice calling the meeting, any decision on such a matter shall not be valid until fourteen (14) days after the mailing of such minutes to each such mortgagee. If any such mortgagee shall object in writing to the decision on such a matter within fourteen (14) days after such mailing, the decision made in connection with such matter shall be deemed to not be binding and shall not be acted upon unless and until it has been ratified at a meeting of the members of the Corporation which has been duly called by a notice specifying that such matter will be considered.

6. Board of Directors

(i) Number: The affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) persons elected by the members of the Corporation.

(ii) Qualification of Members of the Board: Each Director shall be eighteen (18) years or more of age and need not be a unit owner. A member of the Board of Directors is eligible for re-election.

(iii) Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of two (2) years and two (2) directors shall be elected to hold office for a term of three (3) years. At such election the two (2) directors receiving the greatest number of votes shall hold office for three (3) years and the remaining director shall hold office for two (2) years. Such director may, however, continue to act

until their successors are elected. If the office of more than one (1) of such directors whose terms are not of equal duration shall become vacated prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the directors whose office became vacated. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. If directors are elected by acclamation and the terms of office to be filled are unequal, the length of the term of such directors shall be determined by drawing lots.

(iii) Vacancies: The office of Director shall ipso facto be vacated:

- (a) if he becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent;
- (b) if he is found to be a mentally incompetent person or becomes of unsound mind; or
- (c) if by Notice, in writing, to the Corporation, he resigns his office of Director.

(iv) Quorum: A majority of the elected Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board of Directors so long as a quorum of the Board of Directors remains in office.

(v) Removal from Board: The Corporation may by Resolution at a special meeting remove any Director before the expiration of his term of office and appoint another Director in his place to hold office until the next annual meeting.

(vi) Meetings of Directors: A Directors' Meeting may be called upon five (5) days notice, in writing, or by telephone, by either the President or any two (2) Directors of the Corporation, and such meeting may be held at any place within Manitoba, which may be agreed upon or ratified by the Directors. Any meeting of Directors may be held at any place and time, without such Notice if all the Directors are present or if a quorum is present, and those Directors who are absent have signified their consent, in writing, to the holding of the meeting in their absence or subsequently thereto signify their consent thereto, in writing, and any Resolution passed or proceeding had or action taken at such meeting shall be as valid and effectual as if it had been passed or taken at a meeting duly called. Notice of any meeting or any irregularity in any meeting or in the Notice thereof may be waived by any Director.

For the first meeting of the Board of Directors to be held immediately following the election of Directors at an Annual Meeting of unitholders or for a Meeting of the Board of Directors at which a Director is appointed to fill a vacancy in the Board, no Notice of such meeting shall be necessary to the newly elected or appointed Director or Directors in order for the meeting to be duly constituted, PROVIDED that a quorum of Directors be present.

(vii) Adjourned Meetings: If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(viii) Vote: At meetings of the Board of Directors all matters shall be decided by simple majority vote provided that the chairman of the meeting shall have a casting as well as an original vote.

(ix) Indemnity: Every Director or Officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever, etc., which such Director or Officer sustains or incurs in or about any action, suit, or proceedings which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever done or permitted by him in the execution of the duties of his office, except for any dishonest or fraudulent act or acts. The Corporation shall reimburse every Director or Officer of the Corporation their reasonable and proper out-of-pocket expenses incurred in carrying out their duties.

(x) Interest of Directors in Contracts: No Director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any Director or any firm or corporation in which any Director is in any way interested be voided, nor shall any Director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph (xii) of this Article 6 are complied with.

(xi) Protection of Directors and Officers: No Director or officer of the Corporation shall be liable for the act, neglect or default of any other Director or Officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereof unless the same shall happen through his own dishonest or fraudulent act or acts.

(xii) Declaration of Interest: It shall be the duty of every Director of the Corporation who is in any way, whether directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by two (2) or more Directors.

7. Officers of Corporation

(i) Executive Officers: The Executive Officers of the Corporation shall be the President, who shall be a Director, the Vice-President, who shall be a Director and the Secretary-Treasurer, all of whom shall be elected annually by the Board at its first meeting after its

election, and may be removed by a vote of a majority of the Board at any subsequent meeting. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall deem desirable to manage the affairs of the Corporation.

(ii) President: The President shall be charged with the general organization of the conduct of the affairs of the Corporation. The President shall when present, preside at all meetings of the members and of the Board and in the absence of both the President and the Vice-President, the Directors shall designate one of their number to preside.

(iii) Vice-President: The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President.

(iv) Secretary-Treasurer: The Secretary-Treasurer shall keep the minutes of all proceedings of the Board and the meetings of the members of the Corporation. He shall attend to the giving and serving of all notices to the members and Directors and other notices required to be given. He shall keep accurate records of the Corporation. He shall have custody of all assets of the Corporation, including funds, securities and evidence of indebtedness. He shall keep the books of the Corporation in accordance with good accounting practices and in accordance with the Declaration and By-Laws. Provided, however, that any or all of these functions may be performed by any manager employed by the Corporation.

(v) Variation: From time to time the Board may vary, add to or limit the powers and duties of any Officer or Officers.

(vi) Agents and Attorneys: The Board of Directors shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

8. Execution of Contracts, Etc.

(i) Execution: Deeds, transfers, assignments, contracts, and obligations on behalf of the Corporation shall be signed by any two of the President, Vice-President or the Secretary-Treasurer or a member of the Board, and the Corporate Seal shall be affixed to such instruments as require the same. Any contracts or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such agreement. Notwithstanding the foregoing, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

9. Records

The Corporation shall cause to be kept the following records:

- (i) a copy of all rules and regulations made by the Corporation including all amendments thereto;

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

Every owner of a unit, and every mortgagee of a unit, not exceeding the first two mortgagees of any one unit, who is entered on the records of the Corporation as such owner or mortgagee, shall, on request, be furnished by the Corporation without charge with a copy of the Minutes of all proceedings at meetings of members and of the Board. A copy of the Financial Statement and a copy of the Auditor's Report, if any, shall be furnished to every owner and mortgagee entered on the Register.

Every owner of a unit, when he becomes such owner, shall on request, be furnished by the Corporation without charge with the rules and regulations (if any) of the Corporation and all amendments thereto. Additional copies of the rules and regulations of the Corporation shall be furnished by the Corporation to any owner upon payment of such reasonable charge therefor, if any, as the Board may from time to time establish.

10. Duties of the Corporation

In addition to those specified by the Act and the Declaration and amendments thereto, the duties of the Corporation shall include but shall not be limited to the following:

- (i) to collect and receive all contributions towards the common expenses paid by the unit owners or from the mortgagees if the same are collected by the mortgagee and deposit the same in a separate account with a chartered bank or trust company;
- (ii) to operate, care for, upkeep and maintain the common elements;
- (iii) to supply heat, air conditioning, hydro and water to the common elements except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, air conditioning, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of such duty;
- (iv) to obtain and maintain fidelity bonds where obtainable in such amounts as the Board of Directors may deem reasonable (or such officers or employers as are authorized to receive or disburse any funds on behalf of the Corporation;
- (v) to take out and maintain in force a policy or policies of insurance as required by the Declaration and such additional insurance as the Board may from time to time determine;
- (vi) to maintain such staff as may be required to at all times promptly and efficiently carry out its duties in the management and maintenance of the property;
- (vii) to effect compliance by the owners of units with the Act, the Declaration and the By-Laws;
- (viii) to enter into an agreement to provide gardening service to the common elements;
- (ix) to enter into an agreement to provide snow removal from the sidewalks, roadways, walkways and parking areas within the common elements; and
- (x) to collect and receive all contributions to the reserve fund of the Corporation, and to deposit and invest same in a special account, in trust, in accordance with the Act and the Declaration.

11. Powers of the Corporation

The powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules and regulations;
- (c) employing a manager at a compensation to be determined by the Board of Directors, to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board and in such a manner as the Board of Directors may deem reasonable;
- (e) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (f) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the Declaration and By-Laws of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan by the Unit owners at a meeting duly called for the purpose;
- (g) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (h) subject to the provisions of the Act and the Declaration to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation deems advisable and do all things and execute all documents required to give effect to the foregoing;
- (i) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners; and
- (j) to invest reserves held by the Corporation in accordance with the Act.

12. Management of the Property

The Corporation may from time to time enter into an agreement for the management of the property with a person or persons selected by the Corporation in its discretion, for such period and upon such terms and conditions as the Corporation deems expedient. In such agreement or agreements, the Corporation may delegate to such person or persons all of its

powers and duties and the duties of the Officers of the Corporation except those that are specifically required by the Act, to be exercised by the Corporation, its Board, or its Officers.

13. Contributions Towards Common Expenses and Reserve Funds

Each unit owner shall pay to the Corporation:

- (a) on the first day of each and every month in advance, an amount as shall be determined by the Board from time to time, as the monthly contribution for each unit towards the common expenses; and
- (b) at such times and in such amounts as the Board may from time to time determine, such contributions to the reserve fund of the Corporation as the Board shall determine are required to enable the Corporation to comply with the Act and the Declaration.

14. Default of Payment

Where an owner is in default in his obligation to pay any assessment penalty or account that the Corporation has a right to recover, the Corporation may register a notice of lien in the prescribed form as provided in the Act. Where such default continues for a period of ten (10) days, the Corporation may, in addition to any lien or remedy provided for in the Act, enforce payment thereof by action in a Court of competent jurisdiction, and there shall be added to any amount found in such action to be due and owing all costs of such action, including costs as between a solicitor and his own client.

15. Financial Statements

The Corporation shall at such regular intervals, not less frequent than annually as the Board from time to time establishes, forward to each owner of a unit and the mortgagee of any unit who so requests, a full and complete statement of the receipts and expenditures and a Balance Sheet with respect to the common expenses, duly certified by the auditor, if any, of the Corporation. The Corporation shall, within a reasonable time and upon reasonable notice from an owner or mortgagee of any unit furnish an up-to-date statement of the state of account between the Corporation and the unit owner.

16. Budget

The Board shall from time to time, at least annually, prepare a budget setting out the estimate of the common expenses for the next ensuing fiscal year and allocate and assess such common expenses amongst the unit owners according to the proportion in which they are required to contribute to the common expenses, as set forth in the Declaration. A copy of the budget for the next ensuing year, together with the notice of assessment for the unit owner's contribution towards the common expenses for the next ensuing year, shall be forwarded to each unit owner and the mortgagee of any unit who so requests. Until the new budget and notices of assessment have been sent to the unit owners, the unit owners shall continue to pay the amounts which had been established as the basis of the prior annual budget.

17. Special Assessments

If at any time during the course of any fiscal year, the Board shall deem that the annual assessments of contributions are inadequate by reason of a revision in the Corporation's estimate of either expenses or income, the Board shall prepare and cause to be delivered to the unit owners or any mortgagee who so requests, a revised estimated annual budget and revised assessments of the contributions to be paid by the unit owners for the balance of such fiscal year and thereafter monthly contributions towards common expenses shall be paid on the basis of such revised assessments.

18. Penalties

The amount of twenty-five (\$25.00) dollars will be charged against an owner on each occasion that an instalment of any assessment is not paid on the due date thereof and on the first day of each and every month thereafter in which the instalment or part thereof remains outstanding. All such amounts assessed against a unit shall become an assessment once levied and shall become due and payable in the same manner as all other assessments.

In the event that an owner is in arrears three times in a twelve month period, the amount to be charged against such owner for each additional occurrence in which an assessment of any kind is not paid on the due date thereof shall be fifty (\$50.00) dollars.

19. Banking Arrangements

- (a) The banking business of the Corporation shall be transacted with such bank, trust company or credit union as the Board may designate, direct or authorize from time to time.
- (b) Provided however and notwithstanding anything herein set forth to the contrary, in the event that the Act requires the designation of the bank, trust company or credit union for the investment of money in the reserve fund to be made by the owners, the banking business of the Corporation as it pertains to the investment of money in the reserve fund shall be transacted with such bank, trust company or credit union as the majority of the unit owners may agree upon from time to time.
- (c) All such banking business or part or parts thereof shall be transacted on the Corporation's behalf by such one or more Officers or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided.

20. Rules Respecting the Common Elements

The Owners may make, amend and/or revoke rules governing the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and the common elements and such rules shall be complied with and enforced in the same manner as By-Laws. The Declarant, as the owner of one hundred (100%) per cent of the units, pursuant to Section 1.06(b) of the Declaration, hereby makes the rules

attached hereto as Schedule "A" pursuant to this Paragraph 20 and said rules may be amended and/or revoked by the Owners from time to time.

21. Rules Respecting the Units

In addition to the provisions of the Declaration, the use of each unit shall be in accordance with the restrictions and stipulations set forth in the rules attached hereto as Schedule "B", as may be amended and/or revoked by By-Law in accordance with the Declaration. All such restrictions and stipulations shall be for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units.

22. Severability

The invalidity in whole or in part of any paragraph or paragraphs in this By-Law or any additional By-Laws passed by the Corporation shall not affect the validity of the remaining portions of one paragraph, paragraphs or such By-Laws.

23. Omission and Non-Receipt

The accidental omission to give any notice as may be required hereunder or where the provisions of this By-Law as to notice have been duly observed, the non-receipt of any notice by anyone entitled hereunder thereto or any error in any notice not altering the substance thereof shall not invalidate any proceeding or action taken at any meeting held pursuant to such notice or otherwise founded thereon.

24. Number and Gender

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

25. Headings

The Headings in the body of this By-Law No. 1 form no part of this By-Law but shall be deemed to be inserted for convenience of reference only.

DATED at Winnipeg, this _____ day of _____,

WINNIPEG CONDOMINIUM
CORPORATION NO. _____

Per: _____
President

Per: _____
Secretary

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, being the owner of ONE HUNDRED (100%) PER CENT of the common elements, hereby consents to the foregoing By-Law, being By-Law No. 1 relating generally to the conduct of the affairs of WINNIPEG CONDOMINIUM CORPORATION NO. _____, which By-Law is hereby sanctioned and confirmed.

Per: _____
President

Per: _____
Secretary

THIS IS SCHEDULE "A" attached to and forming part of By-Law No. 1 of WINNIPEG CONDOMINIUM CORPORATION NO. _____, dated the _____ day of _____,

RULES AND REGULATIONS RESPECTING THE COMMON ELEMENTS

(a) The sidewalks, walkways, passages and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units, parking areas and recreational areas within the common elements.

(b) No motor vehicle other than a private passenger automobile or van shall be parked in any parking space within the common elements without the prior written consent of the Board of Directors.

(c) No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

(d) No motor vehicle, boat, trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, except for any locations specifically provided for them.

(e) Save for emergency repairs, no repairs or adjustments to motor vehicles may be effected on the common elements.

(f) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

(g) No stores of coal or any combustible, inflammable or offensive goods, provisions or materials shall be kept on any part of the common elements, without the written consent of the Board of Directors.

(h) No building or structure or tent shall be erected, located, kept or maintained on the common elements.

(i) No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment or for the placing or disposal of rubbish, garbage or waste, without the prior written consent of the Board of Directors.

(j) No private passenger automobile or van which is not being used from day to day or which is undergoing repairs of any nature, other than emergency repairs, shall be parked or located upon the common elements or any part thereof, and all automobiles shall be parked in locations properly provided for them.

(k) No part of the common elements shall be used by anyone in such a manner as to interfere with the cutting of grass in the common elements.

(l) No television antenna, aerial tower or appurtenances thereto shall be erected on any part of the property, without the prior written consent of the Board of Directors.

(m) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the common elements without the prior written consent of the Board of Directors.

(n) Use of any recreational area shall be in accordance with the rules and regulations, as posted.

(o) No fencing or other barriers shall be erected, located, kept or maintained on any part of the common elements other than that which was erected at the date the Declaration was registered in the Winnipeg Land Titles Office, without the prior written consent of the Board of Directors.

(p) No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements.

(q) The owner or other person in control of any domestic dog or domestic cat shall ensure that the excrement of such dog or cat shall be forthwith removed from any part of the common elements.

THIS IS SCHEDULE "B" attached to and forming part of By-Law No. 1 of WINNIPEG CONDOMINIUM CORPORATION NO. _____, dated the 12th day of March,

RULES AND REGULATIONS RESPECTING THE UNITS

- (a) All window coverings which are visible from the outside of the unit must be white, grey or beige in colour.
- (b) No laundry shall be hung other than on the inside of a unit.
- (c) No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills of a unit, without the prior written consent of the Board of Directors.
- (d) Nothing may be thrown out of the windows or doors of a unit.
- (e) No additional air-conditioning or air cooling units shall be installed or placed on any part of the unit, without the prior written consent of the Board of Directors.
- (f) No signs, billboards, notice or other advertising matter of any kind shall be placed on the exterior of any unit or in the interior of any unit so as to be visible from the outside of the unit.
- (g) No unit shall be used by anyone in such a manner so as to unreasonably interfere with the use and enjoyment of the common elements and other units.

CERTIFICATION

I, _____ Secretary of Winnipeg Condominium Corporation No. _____, do hereby certify that the foregoing By-law is a true and correct copy of a By-law of the said Corporation and that same was made in accordance with The Condominium Act, RSM 1987, c.C170 and amendments thereto and the Declaration registered in the Winnipeg Land Titles Office on the _____ day of _____, as Instrument Number _____.

SECRETARY

18. Insurance Trust Agreement

INSURANCE TRUST AGREEMENT

THIS is the AGREEMENT made in duplicate this day of , A.D. 20__.

BETWEEN:

WINNIPEG CONDOMINIUM CORPORATION NO. ____,
a corporation created under the laws of the
Province of Manitoba by registration under
The Condominium Act, R.S.M. 1987, Chapter C170
and amendments thereto,

(the "Settlor"),

- and -

a Trust Company registered under the
Loan and Trust Corporations Act,

(the "Trustee").

WHEREAS the Settlor has obtained certain policies of insurance set out in
Schedule "A" annexed;

AND WHEREAS the Settlor desires to make provision for the expeditious
payment out of the proceeds in the event of damage to the property as described in the
Declaration registered according to the Act;

NOW THEREFORE in consideration of the mutual covenants herein, it is
mutually agreed by the parties as follows:

ARTICLE I - DEFINITIONS

The terms used in this Agreement shall have ascribed to them the definitions
contained in the Act.

"Act" shall mean [The Condominium Act, R.S.M. 1987, Chapter C170](#) and amendments thereto;

"Declaration" shall mean the declaration under which the Settlor became a Condominium Corporation and any amendments thereto;

"Proceeds" shall mean proceeds of insurance paid under any insurance policy set out in Schedule "A".

ARTICLE II - APPOINTMENT OF TRUSTEE

The Settlor appoints the Trustee to act as Trustee according to the provisions of the Declaration and By-laws of the Settlor. A certified copy of the Declaration, By-laws, the Insurance Policy set out in Schedule "A", are submitted to the Trustee.

The Settlor agrees to maintain the Insurance Policies set out in Schedule "A" and all subsequent Insurance Policies in accordance with the terms and conditions outlined in the Declaration and this Insurance Trust Agreement.

ARTICLE III - PAYMENT BY TRUSTEE

All Proceeds received by the Trustee shall be held by it in trust and paid according to the following terms and conditions:

1. In the event of damage to the buildings, if the Trustee receives a Certificate duly executed by the President (or Vice-President) and the Secretary of the Settlor, certifying:
 - (a) that the Board has determined that there has not been substantial damage to the extent that the cost of repair would be less than Twenty-five (25%) percent of the total value of the Units and common elements immediately before the occurrence; or
 - (b) that the Board has determined that there has been substantial damage to the extent that the cost of repair would be Twenty-five (25%) percent or more of the value of the Units and common elements immediately before the occurrence, and owners who own Eighty (80%) percent of the Units and common elements have voted for repairs within Sixty (60) days of such determination by the Board;

the Trustee shall disburse all Proceeds in its hands and arising out of such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

- (a) a Certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days before such request and counter-signed by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:
 - (i) That the sum then requested either has been paid by the Settlor or is justly due to contractors, sub-contractors, material-men, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified; the names and addresses of such persons; a brief description of such services and materials; the several amounts so paid or due to each of said persons in respect thereto; that no part of such expenditures has been or is being made the basis of any previous or then pending request for payment of Proceeds then held by the Trustee, or has been paid out of such Proceeds; and that the sum then requested does not exceed the value of the services and materials described in such Certificate;
 - (ii) That except for the amount, if any, stated in such Certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a builders' lien according to [*The Builders' Liens Act, R.S.M. 1987, Chapter B91*](#) because of such repair to the building or any part thereof.
- (b) An opinion of a solicitor, acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed any builders' lien under [*The Builders' Liens Act, R.S.M. 1987, Chapter B91*](#) that has not been discharged concerning the building or the property, or any part thereof except such as will be discharged by payment of the amount then requested.

On receipt of a Certificate signed by the President (or the Vice-President) and the Secretary of the Settlor that the full cost of repairing the damage to the buildings has been paid, and on receipt of the request of the Settlor, any balance of Proceeds remaining in the Trustee's hands shall be paid by the Trustee to the Settlor.

2. If upon the receipt of any Certificate referred to in paragraph 1 of this Article, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, as to which of the persons or companies outlined in the said Certificate are to be paid by the Trustee.

3. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the Proceeds, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV - DEFICIENCY OF INSURANCE PROCEEDS

The Settlor shall be promptly notified of any Proceeds deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the Proceeds held in trust for the Settlor.

ARTICLE V - LIABILITY AND INDEMNIFICATION OF TRUSTEE

The Trustee shall have no duties except those which are expressly outlined in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility concerning any cheques deposited with it hereunder except the usual responsibilities of a collecting bank, and it shall have no responsibility concerning the application of any funds paid by it according to the provisions of this Agreement. The Trustee shall have no responsibility to ensure the adequacy or continuity of the Insurance Policies covering the property.

The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

The Trustee may become a mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce any covenants contained in its mortgage relating thereto, except as is set out hereunder, notwithstanding that such enforcement may conflict with the Trustees' duties.

ARTICLE VI - TERMINATION OF CONDOMINIUM

Notwithstanding anything to the contrary herein contained, the Settlor shall give the Trustee notice of its intention to register its termination, and on receipt of a certified copy of the notice of termination registered according to the provisions of the Act, the Trustee shall hold all Proceeds for the owners in the proportion of their respective interests

in the common elements and the Trustee shall pay such Proceeds applicable to each unit (after payment of the Trustee's fees, charges and expenses) as follows:

- (a) firstly, any first mortgagee who has a mortgage registered against such unit;
- (b) secondly, any second mortgagee who has a mortgage registered against such unit;
- (c) thirdly, the Settlor in satisfaction of the amount due under any liens registered by the Corporation against such unit;
- (d) fourthly, any other mortgagees who have mortgages registered against such unit (in order of their entitlement at law);
- (e) fifthly, the Settlor in satisfaction of any other amount due to the Settlor by the owner of such unit; and
- (f) sixthly, the owner of such unit.

ARTICLE VII - TERMINATION OF AGREEMENT

The Settlor shall have the sole and unrestricted right to terminate this Agreement by written notice to the Trustee, upon delivery to the Trustee of a duplicate original Agreement between the Settlor and a Trust Company or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such Agreement with a Trust Company, or a Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee, the Trustee shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

The Trustee may at any time resign from its duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hand to a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and delivery to it of a duplicate original Agreement between the Settlor and another Trust Company or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such Agreement with such other Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee herein,

the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

ARTICLE VIII - MODIFICATION OR AMENDMENT OF AGREEMENT, DECLARATION AND BY-LAWS AND RIGHTS OF THIRD PARTIES

This Agreement shall not be modified or amended without the consent of the parties hereto and all mortgagees holding Mortgages on the Units. Any amendments to the Declaration or By-Laws or any changes in, or additions to, any insurance policies, the proceeds of which are required by the Declaration to be received by the Trustee, shall be communicated to the Trustee by the Settlor. If the Trustee is also a mortgagee of any of the Units, the Trustee in its capacity as mortgagee agrees that it shall authorize the Unit owner to vote or to consent to matters relating to the modification or amendment of this agreement and the Trustee shall not vote on behalf of the unit owners on any such question.

Upon being advised of damage to the Units and common elements or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settlor's register. The Settlor shall deliver forthwith to the Trustee upon request in writing, a certified copy of the Settlor's register, and the Trustee shall be entitled to rely upon such register for the accuracy of the information set forth therein.

Certain provisions of this Agreement are for the benefit of the mortgagees of the Units, and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX - MODIFICATION OR REPLACEMENT OF INSURANCE POLICIES

The Settlor may at any time and from time to time modify or replace the Insurance Policies set out in Schedule "A" and any such modifications to or replacement of the Insurance Policies, along with copies of same, shall be communicated in writing to the Trustee by the Settlor under the provisions of Article X.

ARTICLE X - ADDRESS FOR SERVICE

Any certificate, declaration or notice in writing given to the Settlor according to this Agreement shall be sufficiently given if mailed by prepaid registered mail to the Settlor at:

ADDRESS

The Settlor may, at any time and from time to time, change the above address by giving written notice of its new address by prepaid registered mail to the Trustee and all mortgagees shown on the Settlor's register.

Any certificate, declaration or notice in writing given to the Trustee under this Agreement shall be sufficiently given if mailed by prepaid registered mail to the Trustee at:
ADDRESS

The Trustee may at any time, and from time to time change the above address by giving written notice of its new address by prepaid registered mail to the Settlor and all mortgagees shown on the Settlor's register.

Such certificate, declaration and notices in writing shall be deemed to have been received on the business day next following the date of such mailing.

ARTICLE XI - REMUNERATION OF TRUSTEE

The Settlor shall pay to the Trustee its reasonable fees and charges as set out in Schedule "B" annexed hereto and forming a part hereof, for acting as Trustee, without demand.

ARTICLE XII - ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XIII - ACCEPTANCE OF TRUST

The Trustee hereby accepts the trust herein set forth, the day and year first above written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

WINNIPEG CONDOMINIUM CORPORATION NO.

Per: _____
President

Per: _____
Secretary

Per: _____

Per: _____

SCHEDULE "A"

(Policies of insurance as referred to in the agreement)

SCHEDULE "B"

FEE SCHEDULE

INITIAL FEE		\$
ANNUAL FEE	\$	

SPECIAL SERVICES FEE

For the receipt and dispersal of insurance proceeds, the Settler shall pay to the Trustee its reasonable fees and expenses. Such fees and expenses shall not exceed one-half of 1% of the insurance proceeds received by the Trustee nor be less than _____.

The Annual Fee stated above is subject to review from time to time and, if necessary, may be adjusted if new laws, changing practices or altered costs add to the work, responsibility or cost in performing the service.