



01-Nov-2018



203 - 2022 CORNWALL ST
REGINA
SASKATCHEWAN
CANADA
S4P 2K5

Re: Entity Name: WESTFIELD TWINS CONDOMINIUM CORPORATION, Entity Number: 101009538

This is to advise you that the Condominium - Bylaws you submitted for the above-noted entity was filed effective 11-Oct-2018. The change is now complete.

The details of your transaction are as follows:

Submission type: Condominium - Bylaws

Account: 103855529

If you have any questions, please contact ISC at 1-866-275-4721 or corporateregistry@isc.ca.

Sincerely,

Corporate Registry



**Information™
Services
Corporation**

01-Nov-2018

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REGINA
SASKATCHEWAN
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Re: Entity Name: WESTFIELD TWINS CONDOMINIUM CORPORATION, Entity Number: 101009538

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**WESTFIELD TWINS CONDOMINIUM CORPORATION
PROPOSED BYLAWS**

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I INTERPRETATION

Interpretation

- 1 (1) In these bylaws:
 - a. "Act" means *The Condominium Property Act, 1993*;
 - b. "annual meeting" means an annual general meeting of the corporation;
 - c. "common property" means common property or common facilities and includes exclusive use areas;
 - d. "general meeting" means a general meeting of the corporation other than the annual meeting;
 - e. "mortgagee" means the mortgage holder of a unit, the common property and the corporation.
- (2) Words or expressions defined in section 2 of the Act have the same meaning in these bylaws.
- (3) The rights and obligations given or imposed on the corporation or the owners pursuant to these bylaws are in addition to any rights or obligations given or imposed on the corporation or the owners pursuant to the Act.
- (4) If there is any conflict between these bylaws and the Act, the Act prevails.

II DUTIES OF THE OWNER

Owner's duties

- 2 An Owner shall:
 - a. permit the corporation and its agents, at all reasonable times with notice, except in case of emergency when no notice is required, to enter in or on his or her unit for the purposes of:
 - i. inspecting the unit;
 - ii. maintaining, repairing or replacing pipes, wires, cables and ducts existing in or on the unit and used or capable of being used in connection with the enjoyment of any other unit or common property;
 - iii. maintaining, repairing or replacing common property; or
 - iv. ensuring that the bylaws are being observed;

- b. promptly carry out all work that may be required pursuant to these bylaws or as required by a local authority or other public authority respecting his or her unit, other than any work for the benefit of the building or parcel generally;
- c. promptly pay all rates, taxes, charges and assessments that may be payable respecting his or her unit;
- d. maintain his or her unit in a state of good repair in accordance with, but limited to, Schedule "A":
 - i. should any owner fail to maintain and/or repair his or her unit in a manner satisfactory to the board or its representatives; and
 - ii. such failure causes a nuisance or hazard to any other owner or occupant, or shall present an unsightly appearance,then the board or its representatives may do or cause to be done the maintenance or repair and the owner shall reimburse the corporation for all and any funds expended on labour, materials, normal overhead and profit, and all costs incurred in connection with such maintenance and/or repairs and such expenses and costs shall be a charge upon the relevant unit to the same extent as they would be if they were common expenses;
- e. promptly notify the corporation of:
 - i. any change in the ownership of the unit; or
 - ii. any mortgage registered against the unit; and
- f. obtain the written consent of the board before making mechanical or electrical alterations to:
 - i. his or her unit that affect the common property or another unit; or
 - ii. the common property.

III POWERS AND DUTIES OF THE CORPORATION

Duties of corporation

3 The corporation shall:

- a. control, manage and administer the common property for the benefit of all owners; and
- b. establish a common expenses fund and one or more reserve funds and shall levy on the owners condominium fees required for the reserve fund(s) pursuant to Part IV of the Act; and

- c. on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the corporation and the receipt or receipts for the last premium or premiums paid by the corporation.

Powers of corporation

4 The corporation may:

- a. acquire real or personal property to be used:
 - i. for the maintenance, repair or replacement of the real or personal property of the corporation or the common property; or
 - ii. by owners in connection with their enjoyment of the real and personal property of the corporation or the common property;
- b. where approved by the owners at a general meeting or annual meeting, borrow money required by it for the performance of its duties or the exercise of its powers; except in case of emergency up to \$25,000 where such money may be borrowed without prior approval by the owners;
- c. secure the repayment of money borrowed by it and interest on that money by:
 - i. negotiable instrument;
 - ii. a mortgage of unpaid contributions, whether levied or not;
 - iii. a mortgage of any property owned by it;
 - iv. a mortgage of common property, where approved by special resolution;
 - v. any combination of the things mentioned in the subclauses (i) to (iv);
- d. where approved by the owners at a general meeting or annual meeting, rent common property or property owned by the corporation;
- e. subject to section 59 of the Act, to give the corporation the authority to charge interest on any arrears of condominium fees or special assessments at the prime rate of the corporation's bank plus two per cent (2%) per annum calculated from the due date until the date of payment in full.
- f. make an agreement with an owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit.

IV ELECTION OF THE BOARD

Election of the board

- 5 (1) The board is to consist of not less than five and not more than seven owners.
- (2) An individual shall not be a member of the board unless that individual is 18 years of age or older.

Eligibility to sit on the board

- 6 (1) If a unit has more than one owner, only one owner, or his or her designate, respecting that unit, shall sit on the board at one time.
- (2) An owner who has not paid to the corporation the contributions due and owing respecting his or her unit is not eligible, nor is his or her designate, for election to the board.
- (3) An owner is not eligible to sit on the board if he or she:
- a. is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
 - b. is the subject of a certificate of incapacity issued pursuant to *The Mentally Disordered Persons Act* or appointment of a guardian under *The Adult Guardianship and Co-Decision-Making Act* (Saskatchewan); or
 - c. has been convicted of an offense involving violence or dishonesty.

Voting

- 7 At an election of members of the board, each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the board.

Term of office

- 8 (1) Subject to subsection (2), a member of the board shall be elected at an annual meeting for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which he or she was elected to the board.
- (2) Each member of the board shall remain in office until the occurrence of any of the following:
- a. the office becomes vacant pursuant to section 10 of these bylaws;
 - b. the member resigns;
 - c. the member is removed pursuant to section 9 of these bylaws;
 - d. his or her term of office expires.

Removal of a member of the board

- 9 Except when the board consists of less than five individuals, the corporation may, by resolution at a general meeting, remove a member of the board before the expiration of his or her term of office and may appoint another individual in his or her place to hold that office for the remainder of the term.

Vacating of the office of a member of the board

- 10 The office of a member of the board is vacated if he or she:
- a. becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
 - b. is more than thirty (30) days in arrears in payment of any contribution required to be made by him or her as an owner;
 - c. is the subject of a certificate of incapacity issued pursuant to *The Mentally Disordered Persons Act* or appointment of a guardian under *The Adult Guardianship and Co-Decision-Making Act* (Saskatchewan); or
 - d. is convicted of an indictable offense for which he or she is liable to imprisonment for a term of not less than two years;
 - e. resigns his or her office by serving notice in writing on the corporation; or
 - f. is absent from three consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that the member should be removed from his or her office.

Filling vacancy

- 11 When a vacancy occurs on the board pursuant to section 9 or 10 of these bylaws, the board may appoint an individual to fill that office until the next annual meeting.

V OFFICERS OF THE CORPORATION

Officers

- 12 (1) At the first meeting of the members of the board held after the general meeting of the corporation at which they were elected, the board shall designate from its members a president, vice-president, secretary and treasurer of the corporation.
- (2) The board may designate a member to fill one or more of the offices mentioned in subsection (1).
- (3) In addition to those duties assigned to the officers by the board, the president or, in the event of his or her absence or disability, the vice-president, shall act as chairperson of the meetings of the board.

- (4) Where the president or vice-president is not available at the beginning of the meeting, the board shall elect a chairperson for the meeting and, if any chairperson so elected vacates the chair during the course of a meeting, the board shall choose another chairperson from amongst those board members present.
- (5) A person ceases to be an officer of the corporation if he or she ceases to be a member of the board.
- (6) If a person ceases to be an officer of the corporation, the board may designate from its members a person to fill that office for the remainder of the term.

VI MAJORITY VOTE AND QUORUM OF THE BOARD

Majority vote

- 13 (1) At meetings of the board, all matters are to be determined by majority vote and, in the event of a tie vote, the chairperson (whether original or substituted) is entitled to cast a deciding vote in addition to his or her initial vote.
- (2) A quorum of the board is three where it consists of five or six members and four where it consists of seven members.

VII WRITTEN RESOLUTIONS

Written resolution

- 14 (1) A written resolution of the board signed by all of the members of the board has the same effect as a resolution passed at a meeting of the board properly convened and held.
- (2) The written resolution may be communicated to each board member by a facsimile machine and when each member's signature appears on a copy of the resolution, it is considered signed by all of the members for the purposes of subsection (1), whether or not each signature is an original signature.
- (3) A copy of every resolution mentioned in subsections (1) and (2) is to be kept with the minutes of the board.

VIII SEAL AND SIGNING AUTHORITY OF THE CORPORATION

Seal

- 15 The corporation shall have a corporate seal that is not to be used except under the authority of a resolution of the board given prior to its use.

Signing authority

- 16 The board shall prescribe, by resolution:
- a. those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal; and
 - b. the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

IX POWERS AND DUTIES OF THE BOARD

Duties

- 17 (1) The board, in addition to the duties imposed in the Act, shall:
- a. meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit;
 - b. meet when a member of the board provides the other members with at least seven (7) days notice of a meeting proposed by him or her specifying the reason for calling the meeting; in matters of urgency the requirement for seven (7) days notice may be waived, provided the notice specifies the need for urgency;
 - c. maintain financial records of all the assets, liabilities and equity of the corporation;
 - d. submit an annual report consisting of the financial statements and other information that the board may determine or that may be directed by a resolution passed at a general meeting or the annual meeting;
 - e. on application of an owner, a mortgagee or any person authorized in writing by an owner or mortgagee, make the books of account available for inspection at all reasonable times;
 - f. on application of an owner or mortgagee or any person authorized in writing by an owner or mortgagee, make the minutes of annual meetings and general meetings available for inspection at all reasonable times; and
 - g. keep a copy of *The Condominium Property Act, 1993* and the regulations made pursuant to that Act.
- (2) The secretary or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- a. recording and maintaining all the minutes of meetings of the board;
 - b. all of the correspondence of the corporation; and

- c. carrying out his or her duties under the direction of the chairperson and the board.
- (3) The treasurer or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:
- a. receiving all money paid to the corporation and depositing that money into the corporation's bank account or as the board may direct;
 - b. properly accounting for the funds of the corporation and keeping those books as the board directs;
 - c. presenting to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation; and
 - d. preparing for submission at the annual meeting:
 - i. a budget for the forthcoming fiscal year of the corporation; and
 - ii. the financial statement for the most recently completed fiscal year of the corporation reviewed or audited by a qualified third party.
- (4) All officers of the corporation shall act honestly and in good faith and with a view to the best interests of the corporation, and each member of the board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Powers

18 The board may:

- a. employ on behalf of the corporation any agents and employees it considers necessary to control, manage and administer the real and personal property of the corporation and the common property and to perform reserve fund studies as required by the Act, in that respect, may authorize those persons to exercise the powers and carry out the duties of the corporation;
- b. subject to any restriction imposed on it or direction given to it at a general meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation; and
- b. establish policies regarding communication with owners, guest parking, fire protection, absence notification, smoking in common areas, and any other matter the board may consider appropriate from time to time, such policies to be communicated to owners and tenants.

X PROCEDURE FOR ANNUAL MEETING AND GENERAL MEETINGS

Order at meetings

- 19 a. All meetings of the board, annual meetings and general meetings are to be conducted according to the rules of order adopted by the meeting.
- b. Once in every year, the board shall convene an annual meeting of the owners.
- c. An annual meeting is to be convened not later than 15 months after the end of the preceding annual meeting.

Owners requesting meeting

- 20 (1) The board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a general meeting no later than forty-five (45) days after the request is received by any member of the board.
- (2) The written request for a general meeting mentioned in subsection (1) is to state the general nature of the business to be conducted at the meeting.
- (3) The board shall prepare an agenda, including the matter requested pursuant to subsection (2), and may add matters to the agenda other than those requested pursuant to subsection (2).

Notice of meetings

- 21 (1) When an annual meeting or a general meeting is to be convened, the board, not less than seven (7) days prior to the day on which the meeting is to be convened, shall give to each owner written notice of the meeting stating:
 - a. the place, date and time at which the meeting is to be convened; and
 - b. the nature of all business to be brought forth at the meeting and the level of voting approval required for each item.
- (2) On being notified by a mortgagee entitled to vote pursuant to section 42 of the Act that it wishes to be notified of annual and general meetings, the board shall give to that mortgagee the same notices required to be given to the owner pursuant to subsection (1).
- (3) An annual meeting or a general meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to subsection (1) for that meeting.

Quorum

- 22 (1) Except as otherwise provided by these bylaws, no business shall be transacted at an annual meeting or a general meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting begins.

- (2) A quorum for an annual meeting or a general meeting consists of not less than the number of persons or proxies representing 25% of all the unit factors.
- (3) If, within 30 minutes from the time appointed for the commencement of an annual meeting or a general meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.
- (4) If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purposes of that meeting.

Chairperson

- 23 (1) The president, or in the event of his or her absence or disability, the vice-president or other person elected at the meeting shall act as chairperson of an annual meeting or a general meeting.
- (2) The order of business at an annual meeting, and as far as is practicable at any general meeting, may be as follows:
 - a. call to order by the chairperson;
 - b. calling of the roll and certifying of proxies;
 - c. proof of notice of meeting or waiver of notice;
 - d. reading and approval of any unapproved minutes;
 - e. reports of officers;
 - f. reports of committees;
 - g. election of members of the board;
 - h. unfinished business;
 - i. new business;
 - j. adjournment.

XI VOTING

Voting

- 24 (1) At an annual meeting or a general meeting, a resolution is to be voted on by a show of hands unless a vote by unit factors is demanded by a person entitled to vote and present in person or by proxy, and, unless a vote by unit factors is so demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive

proof of the fact without proof of the number of proportion of votes recorded in favour of or against the resolution.

- (2) If a person demands a vote by unit factor, that person may withdraw that demand and, on the demand being withdrawn, the vote shall be taken by a show of hands.

Vote by unit factors

- 25 A vote by unit factors, if demanded, is to be conducted in a manner as directed by the chairperson, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded.

Tie votes

- 26 (1) Where there is a tie vote on a show of hands, the chairperson shall direct a vote by unit factors.
- (2) Where there is a tie vote on a vote by unit factor, the resolution is defeated.

Voting by co-owners

- 27 (1) If a vote is taken by unit factors, the number of votes that a person may cast is to correspond to the unit factors for the respective units represented by that person.
- (2) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and:
 - a. in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them; and
 - b. in the case of a vote by unit factors, a co-owner is entitled to that portion of the vote applicable to the unit that is proportionate to his or her interest in the unit, provided that, where only one owner is present, that owner is entitled to vote all of the unit factors for that unit.
- (3) A co-owner may demand that a vote by unit factors be taken.

Personal or proxy vote

- 28 In a show of hands or on a vote by unit factors, votes may be given either personally or by proxy.

Proxies

- 29 (1) An owner may complete a written or printed form of proxy to appoint a person, other than the property manager or any employee of the corporation, as nominee to attend and act for the owner at a meeting of owners.
- (2) The form of proxy may be a standing appointment for a maximum of six (6) months from the date it is executed, or for a specific meeting or specific resolution and may be revoked in writing at any time by the owner.

- (3) The proxy and any revocation of the proxy must be provided to a member of the board as soon as is reasonably possible after it has been executed.

Restrictions on voting

- 30 No owner, designate, or proxy is entitled to vote at a meeting if any contributions payable with respect to the owner's unit have been in arrears for thirty (30) days or more at the time of the meeting, unless the subject matter of the vote is one that requires a unanimous resolution.

Written resolutions

- 31 If a resolution of the members of the corporation requires a majority vote, that resolution signed in person or by proxy by all of the persons who, at a properly convened annual meeting or general meeting, would be entitled to vote has the same effect as a resolution duly passed at the meeting.

XII ENFORCEMENT OF BYLAWS

Enforcement of bylaws

- 32 (1) Any infraction or violation of or default under these bylaws or the Act on the part of an owner, his or her servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the corporation and any costs or expenses incurred or expended by the corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such owner and shall be added to and become part of the condominium fees assessment of such owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest on any arrears of such payments at the prime rate of the corporation's bank from time to time, plus two percent (2%) per annum calculated from the date due until the date of payment in full. Further, the corporation may file an Interest based on a lien pursuant to section 63 of the Act against the title of an owner's unit.
- (2) The board may levy a fine in respect of a breach of a bylaw, not exceeding \$1,000.00 in respect of any one occurrence, after a hearing before the Board, notice of which has been given to the defaulting owner not less than seven (7) days prior to the date thereof and at which the defaulting owner has been given the opportunity to be heard. Any fine levied by the Board shall be charged to and assessed against such defaulting owner and shall be recoverable and collectible in the same manner as condominium fees.
- (3) The board may dispense with repeated hearings if an owner repeatedly ignores the bylaw and a fine may be levied with respect to each infraction and unpaid fines can accumulate and be recoverable and collectible in the same manner as condominium fees.
- (4) Pursuant to section 99 of the Act, the corporation may recover from an owner by an action for debt in any Court of competent jurisdiction any sum of money which the corporation expends, incurs or fines as a result of any act or omission by the owner, his

or her servants, agents licensees, invitees or tenants, which violates these bylaws or the Act and there shall be added, to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any owner to bring an action or proceeding for the enforcement and protection of his or her rights and the exercise of his or her remedies. Further, the corporation may file an Interest based on a lien pursuant to section 63 of the Act against the title of an owner's unit.

- (5) The violation of any restriction or condition or regulation contained in these bylaws shall give the board the right, in addition to any other rights provided for herein to:
- a. enter upon the unit as to which such violation or breach exists and to abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may violate the intent and meaning of the provisions hereof, and the board, or its employees or agents, shall not thereby be deemed guilty, in any manner, of trespass; or
 - b. enjoin, abate, or remedy by appropriate legal proceedings, the continuance or any breach.

XIII TENANTS

Corporation authorized

- 33 For the purposes of section 82 of the Act, the corporation is authorized to do the following:
- a. impose or collect deposits pursuant to section 77 of the Act;
 - b. make applications to the Rentalsman pursuant to section 80 of the Act;
 - c. collect common expenses from tenants pursuant to section 81 of the Act.

XIV DAMAGE OR DESTRUCTION

Procedures

- 34 (1) In the event of damage or destruction as a result of fire or other casualty, the board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this subsection substantial damage shall mean damage to the extent of fifty (50%) per cent or more of the replacement value of all units immediately prior to the occurrence. Prior to making any determination under this subsection, the board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the board shall convene a general meeting and give at least ten (10) days notice thereof to all owners and registered first mortgagees.

If there has been substantial damage and the owners by special resolution at the general meeting required by subsection (1) resolve to proceed with repair or restoration, the

board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The obligation to repair hereunder is mutually exclusive of the general obligation to maintain and does not include the repair or improvements made to any unit by any owners after registration of the condominium plan. The board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the board may assess all the unit owners for such deficiency, in proportion to their unit factors, as part of the common expenses.

Where there has been substantial damage and the owner or owners resolve by special resolution at the general meeting required by subsection (1) not to repair, the board shall commence the process to terminate the condominium status of the parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to consent to such application. Upon termination of the condominium status:

- a. any liens or charges affecting any of the units shall be deemed to be transferred in accordance with their existing priorities to the interest of the respective owners in the property; and
 - b. the proceeds of insurance shall be paid to the owners and mortgagees as their respective interests may appear in proportion to their respective interests in the property.
- (2) No owner shall be entitled to claim any compensation from the corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof.
 - (3) Where the corporation is required to enter a unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or the common property, the corporation and its servants, employees and agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the unit occasioned by such work and restore the unit to its former condition, leaving the unit clean and free from debris.
 - (4) An owner shall indemnify and save harmless the corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property or to any unit by his or her act or omission or by that of any member of his or her family or his or her or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the corporation.

XV INSURANCE

Insurance by corporation

- 35 (1) The corporation shall have the insured property (as defined in subsection (3) below) evaluated in such manner as the board may from time to time determine for insurance coverage at least once in every calendar year, and shall, in accordance with this

evaluation, carry insurance against major perils in an amount equal to the replacement cost of the insured property.

- (2) The corporation shall also obtain and maintain:
 - a. insurance against its liability:
 - i. Resulting from breach of duty as occupier of the common property;
 - ii. Resulting from breach of duty by officers, directors, employees and volunteers;
 - iii. Arising from the ownership, use or operation by the corporation or on its behalf, of boilers, machinery, pressure vessels and motor vehicles; and
 - b. public liability insurance in an amount of not less than five million (\$5,000,000) dollars;
 - c. insurance for and on behalf of officers, directors, employees, and volunteers in the discharge of their duties for the corporation;
 - d. insurance in an amount adequate to indemnify the corporation for fraudulent loss of moneys from within the corporation;
 - e. such further and other insurance upon such terms as may be determined by the board of directors from time to time.
- (3) "insured property" which the corporation shall insure includes:
 - a. "common property" which means the part of the land and building included in the condominium plan that is not included in any unit shown in the condominium plan,
 - b. "common facilities" which means improvements on the common property and includes amenity room, garbage room, pool, parking lot, two guest suites, resident manager's unit, and landscaping;
 - c. "common unit improvements" which means improvements or betterments purchased by or acquired by the owner in common with other owners specifically:
 - i. doors and windows;
 - ii. floor coverings to completion of concrete floor, wall coverings to completion of primer stage, ceiling coverings;
 - iii. plumbing, heating, air conditioning and electrical service including attached fixtures and shall specifically exclude counter tops; and,

- iv. such further and other property as may be determined by the board from time to time.

Limitation Endorsement

- 35A In the event that the corporation's insurance policy contains a limitation endorsement and an individual unit owner does not have a policy with contingent coverage, or the contingent coverage does not respond, the corporation's policy shall extend to protect the interests of the condominium corporation without reference to the limitations outlined in the endorsement.

Additional insurance by owners

- 36 (1) Each owner shall be responsible to insure improvements made by or acquired by the owner to the owner's unit in addition to what is common, as common unit improvements, with other owners including:
- a. floor coverings in addition to concrete floor;
 - b. wall coverings in addition to the primer stage;
 - c. unique lighting and/or plumbing fixtures;
 - d. counter tops;
 - e. such further and other property as the owner may determine.
- (2) Each owner shall be responsible to insure his or her contents such as furniture, fixtures and equipment of the owner contained in the said unit and for loss of use and occupancy of the unit in the event of damage.
- 36 (3) Each owner shall be responsible to insure the following:
- a. damage to countertops and floor coverings caused by burning, scorching, staining or tearing caused by moving furniture or appliances;
 - b. water damage to the unit caused by overflowing tubs, showers, sinks, toilets, and improper installations including dishwashers, clothes washers, ice makers and water dispensers;
 - c. damage caused by lack of maintenance to the premises, equipment and fixtures;
- as well as any resultant damage to other units, common property and facilities from occurrences described in this bylaw.

Payment of insurance proceeds

- 37 The proceeds of all insurance carried by the corporation shall be payable to the corporation and held by the corporation as trustee for the owners. The application of the insurance moneys will be in accordance with bylaw 34 and section 66 of the Act.

Waiver of subrogation

- 38 Any insurance policy arranged by the corporation or by any owner shall contain a waiver of any subrogation rights against the corporation, its manager, agents, employees, owners and volunteers, and any members of the household or guests or any owner or occupant of a unit, except for arson or fraud.

Cancellation

- 39 Any insurance policy arranged by the corporation shall provide that such policy or policies of insurance shall not be canceled or substantially modified without at least thirty (30) days prior written notice to all parties who have notified the insurer of their interest in the insured property.

Waiver

- 40 Any insurance policy arranged by the corporation or by any owner shall contain a waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the condominium status is terminated in accordance with the provisions of these bylaws and the Act.

Contribution

- 41 Any insurance policy arranged by the corporation shall provide that the insurance shall be primary insurance in respect of any other insurance carried by any owners and that in no event shall the coverage be brought into contribution with insurance placed by owners or mortgagees. The insurance placed by the corporation is deemed to be the first loss insurance and the insurance placed by the owner of a unit, with respect to the same property that is insured by the corporation, is deemed to be excess insurance.

Conduct

- 42 Any insurance policy arranged by the corporation shall contain a provision that the conduct of any one or more of the owners will not constitute grounds for avoiding liability under the policy.

Individual public liability insurance

- 43 Each owner shall carry public liability insurance and property damage insurance covering any liability of the owner with regard to injury in or loss occurring in or from his or her unit, to the extent not covered by any public liability insurance obtained and maintained by the corporation.

Claim Procedure

- 44 (1) The board shall designate an officer for the purpose of receiving notice and processing any insurance claim and in default of appointing a person, the president of the corporation shall be the officer.
- (2) Upon the occurrence of any loss of or damage to the insured property, the owner shall contact the corporation as soon as possible. The corporation and any owner who has incurred a loss or damage shall endeavour as soon as practicable to:

- a. give a complete inventory of the destroyed and damaged property and show in detail quantities, costs, actual cash value and particulars of the amount of loss claimed;
 - b. show the amount of other insurance and names of other insurers; and
 - c. if possible and practicable, produce any receipts, lists, invoices, vouchers or other documents to support the quantities lost or actual cash value of the loss claim.
- (3) The corporation and any owner who suffered a loss, shall take all reasonable steps to prevent further damage to insured property.
 - (4) Any owner who makes a claim of loss for which insurance may be available shall allow the officers of the corporation or authorized agents of the corporation access and entry to the unit and insured property to survey and examine the property and to make an estimate of the loss or damage and shall allow further right of access and entries sufficient to enable them to make appraisement for a particular estimate.
 - (5) The owner shall not abandon the unit or insured property without the written consent of the corporation and the agent of the corporation's insurer.
 - (6) Where the loss is due to malicious acts, burglary, robbery, theft or suspected to be so due, the owner and corporation shall give immediate notice to the police or other authorities having jurisdiction.

Board and officers to be indemnified and saved harmless

- 45 Every board member or officer of the corporation and his or her heirs, executors and administrators and estate respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation from and against:
- a. all costs, charges, and expenses that such person sustains or incurs in or about any action, suit, or proceedings, including an amount paid to settle an action or satisfy a judgment that is reasonably incurred with respect to any civil, criminal, administrative, investigative or other proceeding in which the board member is involved because of his or her association with the corporation as a member of the board if: the officer or director acted honestly and in good faith with a view to the best interests of the corporation and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing his or her conduct was lawful.

No deduction for depreciation

- 46 The policy of the insurance obtained by the corporation must provide that no deduction shall be made from a settlement for depreciation of the insured property if the insured property is destroyed, damaged, replaced or repaired.

Owners not to invalidate or increase cost of insurance

- 47 The owners shall not do anything or allow anything to be done in the units or on common property that will invalidate in whole or in part the insurance carried on the insured property, or increase the premium rates in connection therewith.

Adjustment of losses

- 48 The corporation has the exclusive right to adjust any loss with the insurer and the owner of a damaged unit is bound by such adjustment. The corporation may in writing authorize an owner to adjust any loss to the owner's unit.

Payment of deductible portion

- 49 The deductible portion of any insurance claim relating to the insured property shall be paid by the owner who is responsible or otherwise causes the loss or damage being the subject of the insurance claim. For the purposes of determining responsibility in accordance with this provision, the term owner shall be deemed to include the registered owner of the unit, his or her family, guests, tenants, invitees and/or licensees. The corporation and the owner shall endeavour to reach agreement on determining responsibility pursuant to section 50 of these bylaws. An agreement or a determination that a party is responsible in accordance with this provision shall be without prejudice to the party denying responsibility in any and all other matters. If the owner fails to pay the deductible portion of the insurance claim, the corporation may charge such owner in the manner prescribed pursuant to section 32 of these bylaws. Should it be impossible to determine the cause or the identity of the person causing the damage or should the damage be as a result of an act of God then and in such event the deductible portion of such claim shall be paid by the corporation.

XVI DISPUTE RESOLUTION MECHANISM

Mediation and arbitration

- 50 Where there is a dispute between owners, or between the corporation and one or more owners respecting any matter relating to the corporation, the parties to the dispute may agree in writing to submit the dispute to mediation as follows:
- a. The parties shall provide to the corporation an agreement in writing indicating their desire to mediate, state the subject matter requiring mediation, and the proposed mediator. The parties agree that the mediator should be approved by the Law Society of Saskatchewan or the Mediation Services Branch of the Ministry of Justice for the Province of Saskatchewan.
 - b. The parties shall also submit to the corporation at the time of delivering the written request for mediation, a deposit of \$100.00 each.
 - c. The parties agree to submit to the mediation process within one month of the request for mediation and if agreement is not arrived at between the parties within a further period of one month (maximum of two months from the written desire to mediate) then, unless the parties agree to extend the mediation, the parties agree to submit to arbitration by an

arbitrator appointed by agreement of the parties. If the parties fail to agree on the appointment of the arbitrator, then the parties agree to one appointed by the Court pursuant to *The Arbitration Act, 1992* or its successor legislation in the Province of Saskatchewan.

XVII RESTRICTIONS IN USE

Use and occupancy restrictions

- 51 (1) In this section:
- a. “Occupant” means a person present in a unit or in or upon the real or personal property of the corporation or the common property with the permission of an owner;
 - b. “Owner” includes a tenant.
- (2) An owner shall not:
- a. use his or her unit, common property with exclusive use, or the common property or any part thereof for any commercial or professional purposes or for other business purposes; or for any purpose which may be illegal or injurious to the reputation of the condominium and its officers, owners and occupants; or for a commercial, professional or other purpose involving the attendance of the general public; or in any manner for a purpose that will cause a nuisance or hazard to any owner or occupant;
 - b. keep or allow any animal, livestock, fowl or pet of any kind at any time to be in his or her unit or on the common property without the specific approval in writing of the board (except for medically prescribed service animals only), which approval the board may arbitrarily withhold and may, if given, be withdrawn any time on seven (7) days notice to that effect.
 - c. use or permit the use of his or her unit for purposes other than a single family dwelling or for a purpose other than for residential purposes, and for purposes of this bylaw:
 - i. “single family dwelling” means a unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed; and
 - ii. “boarder” means a person to whom room and board is regularly supplied for consideration; and
 - iii. “roomer” is a person to whom a room is regularly supplied for consideration.
 - d. no more than two persons shall occupy a one bedroom unit and no more than four persons shall occupy a two bedroom unit unless approval is obtained from

the board. No children under the age of twelve years shall occupy any unit, except any child under the age of two years who was born to a person occupying any unit at the time of the birth of the child.

- e. except for election advertising posters, in accordance with section 36.1 of the Act, displayed within the window in a unit, erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any unit in any manner which may make the same visible from the outside of the unit without the prior approval of the board;
- f. make or permit noise in or about any unit or the common property which in the opinion of the board constitutes a nuisance or unreasonably interferes with the use and enjoyment of a unit or the common property by any other owner or occupant. No instrument or other device shall be used within a unit or the common property which, in the opinion of the board, causes a disturbance or interferes with the comfort of other owners;
- g. do any act or permit any act to be done, or alter or permit to be altered his or her unit in any manner, which will alter the exterior appearance of the structure comprising his or her or any other unit without the prior written consent of the board.
- h. permit laundry to be hung other than inside the unit;
- i. erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on the common property or on any exclusive use area assigned to him or her without prior written consent of the board;
- j. permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a unit or on the common property or on the real property of the corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the board first had and obtained. No satellite dishes, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected or fastened to any unit except in connection with a common television antenna or cable system as authorized by the board and then only in accordance with the regulations therefor which may be established by the board;
- k. store any combustible, inflammable or offensive goods, provisions or materials in his or her unit or on the common property, such common property shall include but not be limited to storage areas and the parkade;
- l. do anything or permit anything to be done in his or her unit or upon the common property or the real or personal property of the corporation or fail to do any act or thing which will or would tend to increase the risk of fire or damages or the rate of insurance premiums with respect thereto or which would render invalid any insurance maintained by the corporation;

- m. do anything or permit anything to be done by an occupant of his or her unit or the common property, that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether federal, provincial, municipal or otherwise;
- n. do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns;
- o. deposit customary household refuse and garbage outside his or her unit other than in appropriate garbage bags, properly secured, placed in the garbage (chutes or) enclosures provided by the corporation;
- p.
 - i. use any part of the common property other than his or her parking area for the parking of any motor vehicles except in accordance with permission in writing from the board;
 - ii. wash cars except in such a manner as will not cause nuisance or annoyance to other owners and in such place and at such times as the board may from time to time by regulation set forth or direct and no repairs or adjustments to automobiles shall be carried out on the property other than minor repairs and adjustments that can be performed within the confines of his or her parking space(s), nor shall any vehicle other than private passenger automobiles, SUVs, passenger vans, half-ton trucks or 4 x 4 vehicles be brought onto the property.
 - iii. allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked on common property;
 - iv. keep on the common property any motor vehicle which is not properly licensed, insured, in operating condition and being used regularly.
- q. make or cause to be made any structural, mechanical or electrical alterations or additions to his or her unit or any load-bearing wall without first having the design and specifications of such alteration or addition approved in writing by the board. Any alteration or addition made by an owner without such approval may be restored or removed by the board or its duly authorized representative or representatives and any costs incurred by the corporation as a result thereof shall forthwith be paid by such owner to the corporation and shall bear interest at the interest rate determined by the corporation from the time such costs are incurred until paid;
- r. permit a contractor or worker to do any work in his or her unit that would disturb any residents between the hours of 6:00 p.m. and 8:00 a.m. from Monday to Friday or at any time on Saturdays, Sundays or legal holidays without the prior consent of the board;
- s. be responsible for ice and snow removal other than from the balcony adjacent to his or her unit;

- t. use or permit to be used any draperies or window covering that are visible from the exterior of the building unless such draperies or window coverings are of an unpatterned white, light beige or similar light shade, or are so lined, and shall not use foil, flags, bed sheets, or other opaque material on any windows;
 - u. smoke or permit any member of his or her household, guests, invitees, licensees, agents or visitors to smoke/vape in his or her unit, or in any other condominium unit, or on common property or exclusive use areas. Present smoking units have been identified and will be grandfathered until they are sold at which time they will become non-smoking units.
 - v. grow cannabis/marijuana plants in his or her unit, or in any other unit or on common property or exclusive use areas.
- (3) An owner shall ensure his or her occupants, family, invitees and licensees comply with all of those requirements with which the owner must comply under this section.
- (4) The board shall make such policy statements and rules as are required to clarify the general restrictions in this section and those policy statements and rules shall have the same force as any bylaws of the corporation provided such policy statements and rules are passed by a clear majority of the board. The board shall further inform all owners of those policy statements and rules through such means as the board deems proper.

XVIII BALCONIES AND PARKING STALLS

Balconies

- 52 Pursuant to section 72 of the Act and bylaw 51(2)(s), an owner is permitted to exercise exclusive use with respect to the balcony which is accessed from the unit subject to the following:
- a. The corporation is responsible for the maintenance of the balcony's structure, excluding damages caused by the owner, occupant, guests or invitees.
 - b. The owner shall obtain the consent of the corporation for any changes to the materials or colours applied to the balconies.

Parking

- 53 The owner may redesignate a parking space to any other owner subject to the following:
- a. The owner shall obtain the consent of the corporation to any redesignation of parking space(s).
 - a. Each condominium unit shall have the irrevocable right to the exclusive use and enjoyment of one parking space in one of the parking areas of the parcel as may be designated by the board. This exclusive use shall be subject to the provisions of Schedule "A" and Schedule "B" of these bylaws.

XIX AMENDMENT OF BYLAWS

Special resolution

- 54 The corporation may amend or repeal a bylaw according to the provisions of the Act by special resolution as defined in the Act, after preparing and distributing the same to each mortgagee who has notified its interest to the corporation with a copy of the amendment or repeal and giving thirty (30) days notice prior to the date of any such special resolution, and if such special resolution is passed, then the corporation shall file a copy of the amendment or repeal with the registrar as defined in the Act.

SCHEDULE "A"

THE OWNERS: THE WESTFIELD TWINS CONDOMINIUM CORPORATION

BYLAWS

REPAIR AND MAINTENANCE ALLOCATIONS

1. **Water Pipes**

Corporation is responsible from city source to individual shut-off valve.

Unit owner is responsible for piping inside unit.

2. **Wiring**

Corporation is responsible from the source to individual unit panel box entry in unit.

Unit owner is responsible for panel box and balance of wiring inside unit.

Parking area wiring responsibility of corporation.

3. **Heating**

Provision of heat and maintenance of radiator responsibility of corporation except for damage to fins or covers.

Unit owners responsible for thermostat.

4. **Sewers**

Responsibility of corporation to individual unit.

In suite piping and fittings responsibility of unit owners.

5. **Security System and Telephone.**

Responsibility of corporation.

Telephone handset responsibility of unit owner.

6. **Exterior Window Maintenance**

Responsibility of corporation. Frequency of cleaning windows at the discretion of the board.

7. **Air Cooling**

- a. Repair and maintenance and the replacement of individual air conditioners will be responsibility of individual unit owners.

- b. When an owner wishes to replace an air conditioner, the Board is to determine the type, style, and kind of air conditioner to be used in order to maintain architectural control.

UNDEFINED RESPONSIBILITY

Any area or responsibility undefined and not within a unit is deemed to be responsibility of the corporation.



Condominium Plan Number

70R39539

PART A - PURPOSE

The following standard items in this Standard Unit Description were:

- prepared by the developer and accompany an application to the Land Registry to issue titles
passed by the condominium corporation as a bylaw amendment for filing in the Corporate Registry

PART B - STANDARD UNIT DESCRIPTION

Doors:

Description of standard items (if nothing was provided please indicate so): All interior doors.
Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Windows:

Description of standard items (if nothing was provided please indicate so): Nothing was provided
Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category): Window coverings, drapery, hardware, or blinds

Floors:

Description of standard items (if nothing was provided please indicate so): Basic lino in kitchen and bathroom, 28oz carpet in livingroom, hallway, & bedrooms (s)
Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Walls:

Description of standard items (if nothing was provided please indicate so): All interior walls, & to the backside of the drywall of exterior walls.
Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Ceiling:

Description of standard items (if nothing was provided please indicate so):

The bottom of the finished concrete ceiling.

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Lighting fixtures:

Description of standard items (if nothing was provided please indicate so):

Nothing was provided

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Installations with respect to the provision of water and sewage and natural gas:

Description of standard items (if nothing was provided please indicate so): Water & sewer lines within the unit. Natural gas not provided.

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Water heater and heat radiators

Installations with respect to the delivery of heat and ventilation:

Description of standard items (if nothing was provided please indicate so):

Thermostat

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Heat radiators & zone control valve

Installations with respect to electricity, telecommunications and other technologies:

Description of standard items (if nothing was provided please indicate so):

Receptacle outlets and breaker panel box

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Wiring to receptacle outlets & to breaker panel box

Installations with respect to smoke detectors:

Description of standard items (if nothing was provided please indicate so):

Smoke detector

Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):

Installations with respect to washing machine drainage, clothes dryer outlets and exhaust outlets:

<p>Description of standard items (if nothing was provided please indicate so):</p> <p><i>Nothing was provided</i></p>
<p>Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):</p>

Appliances:

<p>Description of standard items (if nothing was provided please indicate so):</p> <p><i>Appliances not provided</i></p>
<p>Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):</p>

Kitchen, bathroom and laundry plumbing, fixtures and controls:

<p>Description of standard items (if nothing was provided please indicate so): <i>One oven electrical outlet, single stainless steel standard kitchen sink, standard vanity basin, tub & taps</i></p>
<p>Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):</p>

Kitchen, bathroom and laundry cabinets and counter tops:

<p>Description of standard items (if nothing was provided please indicate so): <i>Standard kitchen & bathroom cabinets, laminate counter tops are provided</i></p>
<p>Optional description of items not included as standard items (you may, but are not required to, provide a description of any items that may be in a unit that are not intended to form part of the standard unit description in this category):</p>

PART C – SUBMITTING PARTY

<p>THIS SECTION IS TO BE COMPLETED BY DEVELOPERS ONLY:</p> <p><input type="checkbox"/> This standard unit description is the <u>complete</u> description for this condominium development. Any bylaws included in this application to raise titles do not contain a standard unit description.</p>	<p>THIS SECTION IS TO BE COMPLETED BY CONDOMINIUM CORPORATIONS ONLY:</p> <p><input checked="" type="checkbox"/> This standard unit description is the <u>complete</u> description for this condominium corporation.</p> <p><input type="checkbox"/> Form AA Amendment or Repeal of Bylaws is attached certifying the amendment of the bylaws to include the standard unit description.</p>
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SCHEDULE "C"

PROPOSED CONDOMINIUM PLAN LEGEND

1. Measurements on the site plan are to be outside of the concrete foundation at ground level.
2. Measurements are in meters and decimals thereof.
3. The boundaries of a unit with another unit or with common property is the plane along:
 - a the backside of the drywall and ceilings.
 - b the top of the unfinished concrete floor.
 - c the bottom of the unfinished concrete ceiling.
4. All exterior surfaces are common property.
5. Patio doors, windows and entrance doors to the unit are common property.
6. Balconies are for the exclusive use of the owner of the adjoining unit and common property.
7. All parking and utility areas are common property.
8. All areas not designated with a unit number are common property except #9 below.
9. The two guest suites and manager's unit are common property.