

**WINNIPEG CONDOMINIUM CORPORATION NO. 344  
BYLAWS**

**Revised and Approved May 5, 2016  
Revised and Approved June 14, 2023**

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Being a general By-Law relating to the business and affairs of the WINNIPEG CONDOMINIUM CORPORATION NO. 344, also known as Pelican Inlet and hereinafter referred to as the "Corporation", it is hereby revised and approved, to be enacted as follows:

#### **PREAMBLE**

The Corporation was established under the authority of the Condominium Act C.C.S.M., Chapter C170, and amendments thereto on February 15, 1995 (hereinafter referred to as the "Act"). This revision of the Bylaws is intended to ensure continued compliance with the Province of Manitoba Condominium Act of 2015. The mandate of the Corporation is to manage the property and the common assets on behalf of the unit owners in accordance with the Act, all relevant sections of the Condominium Declaration (registered on February 1995), the Development Agreement (January 27, 1992), the WCC344 Policies and the Pelican Inlet Rules and Regulations.

#### **ARTICLE I – INTERPRETATIONS**

##### **1.01 - HEADINGS & GENDER**

The division of the by-laws into sections and paragraphs and the insertion of headings and index are for convenience and reference only and do not affect the interpretation of the by-laws. This By-Law is to be read with all changes of number and gender required by the context.

##### **1.02 – DEFINITIONS**

In this By-law of the Corporation, the terms used shall have ascribed to them the definitions contained in the Act and in particular as set out below:

- a. "Annual General Meeting" (AGM) means an annual general meeting of unit owners and board;
- b. "Board" means the board of directors, the governing body, of the Corporation;
- c. "Chair" means the individual to whom the Board has delegated the running of the meeting of members or the board;
- d. "Common assets" means
  - i. personal property held by or on behalf of the Corporation;
  - ii. real property held in the name of or on behalf the Corporation that is not included in the corporation's plan; and
  - iii. any other property specified as a common asset by the Act;
- e. "Common elements" means all the property except for the units;
- f. "Common expense" means (a) an expense related to the performance of the Corporation's mandate, duties and powers; and (b) an expense specified as a common expense by the Act or the Corporation's declaration
- g. "Declaration" means the Declaration respecting the original covenants, conditions and restrictions for PELICAN HARBOUR RESORTS filed with the Province by the Developers February 15, 1995 as No. 1900381/1;
- h. "Development Agreement" means the Agreement signed between the Province of Manitoba and the Developers January 27, 1992
- i. "Director" means a member of the board, the governing body of the Corporation;
- j. "Ex-officio" means a position without a vote;
- k. "In arrears" means that all fees owing to the Corporation, including any fines, have not been paid in full by the unit owner;
- l. "In camera" means that a portion of the board meeting is held in private, without observers,

- to deal with matters of a confidential nature or a personal nature concerning an individual
- m. "Land" means the land described in the Plan and more particularly described in Condominium Plan No.344 as registered in the Winnipeg Land Titles Office as No. 32200;
  - n. "Managing Agent" means the person or organization appointed by and directly accountable to the board and whose appointed representative is an ex-officio member of the board;
  - o. "Officer" means the individuals elected by the Board to the positions of President, Vice-President, Secretary and Treasurer;
  - p. "Plan" means the Plan respecting the land submitted for registration under the Act by the Declarant;
  - q. "Poll" means a vote upon which the votes are cast through secret ballot;
  - r. "Proxy" means the authority provided by a unit owner to another eligible voting unit owner to act on their behalf at a meeting of the unit owners;
  - s. "Quorum" means the number of individuals needed to be present to convene a meeting;
  - t. "Resolution" means a motion supported by a majority of eligible voters at a duly constituted meeting;
  - u. "Rules & Regulations" means the rules propagated and enforced by the Board, governing the use of the Common Elements by the unit owners
  - v. "Scrutineers" mean the individuals appointed at a member meeting to determine the results of a vote;
  - w. "Special resolution" means a resolution supported by a 2/3rds (two thirds) majority vote;
  - x. "Unit" means a part of the land designated as a unit on a plan and includes the space enclosed by its boundaries and all the land, buildings, structures and fixtures within that space; and
  - y. "Unit owner" means (a) in relation to a unit in a property other than a leasehold property, means a person who (i) alone or together with others, owns the unit and its share in the common elements, and (ii) is shown as an owner of the unit in the records of the district land titles office in Manitoba and includes a mortgagee or trustee in possession of the unit.

### **1.03 – REGISTERED OFFICE**

The registered office of the Corporation shall be located at Lot 45, Pelican Inlet, Wanipigow 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. The Mailing Address is Pelican Inlet, Box 2564 Wanipigow MB R0E 2E0.

### **1.04 – FISCAL YEAR**

The fiscal year of the Corporation shall terminate on the 31<sup>st</sup> of January, or on such date as the Directors may from time to time by resolution determine.

## **ARTICLE II - UNIT OWNERS' RIGHTS AND OBLIGATIONS**

### **2.01 - RIGHTS**

All unit owners, subject to the Condominium Act and these bylaws, shall have full voting privileges in person or by proxy at general and special meetings of unit owners and the right to be elected as a Director, subject to the provision in section 2 d) hereof.

All unit owners have the right to full disclosure and access to the relevant documentation related to the Condominium operations; this will mainly be via the Pelican Inlet website, <http://pelicaninlet.ca/>

within password protected folders or as otherwise posted on the site by the Board of Directors, and or the Managing Agent.

## **2.02 - OBLIGATIONS**

All unit owners have the following obligations to the Corporation:

- a) all unit owners must be in compliance with all relevant sections of these Bylaws, the Development Agreement, the Condominium Declaration, the WCC344 Polices and the Condominium Act;
- b) all unit owners are agreed to respect and follow the Rules and Regulations, as set by and enforced by the Board of Directors and the Managing Agent, and to mutually observe and act within a generally acknowledged "Good Neighbour" manner;
- c) all unit holders must notify the Managing Agent, in writing sent via regular post or electronic mail of any change in ownership, name or contact address within thirty days of the changes;
- d) all unit owners must pay promptly all amounts due to the Corporation, including common element assessments, special assessments and fines. In the event that an owner fails to pay an amount owing to the Corporation with respect to any assessment of common expenses or contribution to the reserve fund within thirty (30) days of its due date, that owner shall lose the right to vote at a meeting of the owners or to give or withhold consent to any matter requiring the written consent of the owners, until such time as all such payments are brought current.
- e) All unit owners who lease or rent out their cottages are required to submit a form (Annex 1) to the Managing Agent inclusive of period of rental, renters name and contact information, at least 7 days in advance of the start of the rental period.

## **ARTICLE III – MEETING OF OWNERS**

### **3.01 – ANNUAL GENERAL MEETING**

There shall be an annual general meeting (AGM) of unit owners held within 6 (six) months of the Corporation's fiscal year end. The board will prescribe the agenda which must include provisions for:

- a. confirmation of eligible voters in person or by proxy, which shall be the first order of business;
- b. approval of the minutes of the previous annual general meeting;
- c. report of the board and or the Managing Agent;
- d. election of directors to the board;
- e. bylaw revisions;
- f. results of the annual financial audit;
- g. appointment of an auditor for the following year;
- h. any other business which the board may so decide; and
- i. the opportunity for unit owners to raise matters for discussion, provided the matter is relevant to the business or affairs of the Corporation and provided that the unit owner has requested the matter be included on the agenda. The request must be in writing and provided to the Board at least 30 days prior to the AGM.

### **3.02 – SPECIAL MEETING**

All meetings of unit owners other than the annual general meeting shall be special meetings. The Board or a unit owner shall have the power at any time to call a special meeting. A unit owner's request must be in writing and signed by those unit owners entitled to vote who, at the time of the request, own at least 25% of the units. Such request (a) must state the nature of the business

to be dealt with in enough detail to allow a unit owner to determine whether they should attend the meeting or appoint a proxy; and (b) if the business to be dealt with includes the removal of a director, must include the name of the director and the reason for the removal.

Upon receiving a request for a special meeting, a board must (a) call and hold the special meeting within 35 days; or (b) if provided for in the request or consented to in writing by the unit owners who signed the request, add the business to be dealt with at the special meeting to the agenda for the next annual general meeting.

The first order of business at special meetings shall be the confirmation of eligible voters in person or by proxy.

### **3.03 – NOTICE OF MEETINGS**

Thirty (30) days notice of every annual general meeting and fourteen (14) days notice of every special meeting must specify the place, the date and the hour of meeting and the general nature of the matters to be considered. Notice 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 record as unit owners, addressed to them by their indicated e-mail address or such other address as may be specified in writing to the Corporation by them. Specific information related to the meeting's agenda and issues to be considered may be posted in the Pelican Inlet website, for ease of information sharing and access by the unit owners.

Despite the above, the board may deal with any business in accordance with a resolution of the unit owners without calling and holding a special meeting if all unit owners entitled to vote waive the requirement to hold the meeting and give their written consent to that resolution.

The accidental omission to give any notice as may be required or the non-receipt of any notice by anyone entitled or any error in any notice not altering the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice.

### **3.04 – QUORUM REQUIRED**

Except as otherwise provided by these By-Laws, no business shall be transacted at any annual or special meeting unless a quorum of consisting of 33% of the voting rights are present in person or by proxy when the meeting proceeds to business.

Attendance of unit owners by teleconference, video and voice conference or any other communication system that allows concurrent participation is considered to be attendance in person.

### **3.05 – 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 another day. If at the adjourned meeting a quorum is not present within one-half (1/2) hour from the time appointed for the meeting, the persons entitled to vote who are present constitute a quorum. The board must take reasonable steps to notify the owners of the time and place of the rescheduled meeting.

### **3.06 – VOTE**

At any annual or special meeting, every eligible 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. A vote shall be by show of hands unless a poll is requested by the meeting Chair. Subject to Paragraph 3.08 of this Article II, each unit owner shall have one vote.

**3.07 - PROXIES**

Any unit owner eligible to vote may be represented by proxy at an annual or special meeting by another eligible voting unit owner. Any unit owner eligible to vote, other than the Managing Agent or any other employee of the Corporation, may hold up to 15 proxies. The Managing Agent or any other employee of the Corporation is not eligible to hold any proxies.

**3.08 – VOTE BY CO-OWNERS**

Co-owners of the units may vote by a proxy jointly appointed by them, and in the absence of such a proxy are entitled on a show of hands to one vote for each unit, to be cast by such co-owner as is agreed upon by all co-owners of each such unit.

**3.09 – RESOLUTION**

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 Development Agreement or the 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 requested by the meeting Chair. A Special Resolution is required for changes to the By-laws and removal of any Director.

**3.10 – TAKING A POLL**

A poll shall be taken in such manner as the meeting Chair considers reasonable provided it is conducted through secret ballot and that the votes are counted by at least two Board appointed scrutineers. The Managing Agent shall not be such scrutineer.

**3.11 – EQUALITY OF VOTES**

In case of equality of the votes whether on a show of hands or upon a poll, the Board President or their eligible delegate is entitled to a casting vote in addition to their original vote.

**3.12 - MINUTES OF MEETINGS**

Minutes shall be taken at annual and special meetings and shall be made available to the unit owners as per Article 2.01 above, within 60 days following the meeting.

**ARTICLE IV – BOARD OF DIRECTORS**

**4.01 – COMPOSITION AND TERM**

The affairs of the Corporation shall be managed by a Board of Directors consisting of not fewer than five (5) and not more than seven (7) persons elected by the unit owners of the Corporation at an annual general meeting for a term of three (3) years or until their successors are elected. Directors are eligible for re-appointment by the unit owners to two (2) full consecutive terms or a maximum of 9 consecutive years. Directors shall then stand down from the Board for one-year after which they may be eligible for re-election to the Board.

Unit owners may extend the length of service of a Board member by up to two (2) additional terms by resolution at the Annual General Meeting. The Board will endeavor to ensure staggered terms for Board members.



A person shall not be elected unless 30 days prior to the meeting they shall have consented in writing or in person to stand for election. No nominations for Board membership shall be accepted from the floor at an annual or special meeting.

#### **4.02 – QUALIFICATIONS OF DIRECTORS**

The Board of Directors shall have the authority to recruit for consideration by unit owners all eligible, prospective board members. The minimum criteria upon which eligibility for election will be based are as follows.

All board members shall be individuals who:

- a. are unit owners and committed to the mandate of the Corporation;
- b. are not in an elected position in a municipal, provincial or federal government; c. have the intent and ability to actively participate in Board deliberations; d. will deal with the long-term wellness of the Corporation;
- e. will respect other Board members, share power in the group process and be comfortable delegating the management of the condominium corporation to the Managing Agent; f. are in compliance with and will abide by the law, the Condominium Act, the Development Agreement, the Condominium Declaration, these By-laws, the policies and the rules & regulations of the Corporation;
- g. have a clear criminal record or be considered low risk by the criminal risk assessment process;
- h. are free from any undischarged bankruptcy;
- i. are free of any arrears for Corporation fees or fines in the previous twelve (12) months; and
- j. do not hold, or have held in the past year, a contract for service or other paid position with the Corporation, including that of an employee or contractor, such as a Managing Agent.

#### **4.03 – TERMINATIONS & VACANCIES**

If a vacancy in the membership of the Board occurs, the remaining Board members shall either leave the position vacant or elect a new Director at a Board Meeting.

The office of Director shall automatically be vacated if the Director:

- a. becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent; or
- b. is found to be a mentally incompetent person or becomes of unsound mind; or
- c. by written notice to the Corporation, resigns; or
- d. is removed by Special Resolution for other issues such as non-compliance with the law, the Condominium Act, the Condominium Declaration, the Development Agreement, these By-laws, rules or policies of the Corporation; or
- e. failure to remain in compliance with the Qualifications of Directors (see 4.02).

#### **4.04 - FILLING VACANCIES**

When a vacancy is created by a departing Director, or when the number of Directors falls below five (5) between Annual General Meetings, the Board shall appoint a qualified Director to fill the position from the unit owners at large. The individual so appointed shall serve up until the next AGM.

#### **4.05 - NO REMUNERATION**

The Directors shall serve without remuneration, and no Director shall directly or indirectly receive any benefit or profit from position as a Director; provided that a Director may be reimbursed for

preapproved out of pocket expenses incurred in the performance of duties as a Director.

**4.06 - RETURN OF PROPERTY**

When a Board member resigns, retires, dies or is removed, any property of the Corporation in their possession is to be returned to the Board in a timely manner.

**4.07 – QUORUM**

A majority of the elected Directors shall constitute a quorum at a meeting of the Board of Directors.

**4.08 – MEETINGS OF DIRECTORS: NUMBER, NOTICE AND PARTICIPATION**

The Board of Directors must hold at least 2 meetings (in person) each year. Directors’ meetings may be called upon five (5) days notice, in writing, including sharing the Agenda for the meeting, by email or by telephone, by either the President or any two (2) Directors of the Corporation, and such meeting may be held at any place in Winnipeg, Pelican Inlet or other agreed upon location by the Directors before the meeting. Notice of any meeting or any irregularity in any meeting or in the Notice thereof may be waived by any Director.

1. In exceptional circumstances, meetings of the Board may also be held by telephone or other methods of electronic transmission, including visual and voice, provided that:
  - a. each Director participating by such method can be identified when speaking and all participants are able to hear each other at the same time. All Directors who are connected by telephone or other electronic voice means will count toward a quorum and may participate and vote;
  - b. each Director shall be given as much advance notice of the meeting as possible, not less than forty-eight (48) hours, and shall be contacted in advance to ensure a quorum will be available;
  - c. each Director has equal access to electronic means for communication;
  - d. each Director has consented in advance to meeting by electronic means, via electronic mail;
  - e. each meeting conducted by electronic means shall have a beginning date/time, a vote ‘start date/time’, and an ‘end date/time’ established at the beginning of the electronic meeting; and
  - f. in order to reach a decision, a motion shall be made and seconded. Discussion of the motion shall follow. When the vote is called by the Chair, each Director shall record their vote for or against, or their decision to abstain from voting. If a Director does not cast a vote by the end date/time, the Chair will record such omission as an affirmative vote for the motion. The President of the Board will have a second (deciding) vote in the event of a tie vote.
  
2. Electronic means such as e-mail may be used for discussions and for the purpose of transacting business on behalf of the Corporation and to poll Directors for votes on motions, provided that:
  - a. no meeting shall exclude any Director, unless that Director has excused themselves from the meeting;
  - b. The results of such a poll on said motions must be recorded and ratified in the minutes of the next regularly scheduled Board meeting;
  - c. a ‘meeting’ (as defined in this section, above) by electronic means shall have no more

than one (1) agenda item, and the agenda item shall appear in the subject heading line of each electronic mail exchanged between the Directors on the matter under discussion.

#### **4.09 – 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.

#### **4.10 – VOTE**

At meetings of the Board of Directors all matters shall be decided by a simple majority vote with the exception of a vote to terminate a Director or the Managing Agent which shall require a Special Resolution in agreement among the entire complement of Directors. The chair of the meeting (Board President) shall have an original vote and shall have an additional or tie-breaking vote, when required.

#### **4.11 - DUTIES**

In carrying out the mandate and duties of the Corporation, every Director must:

- a. act honestly and in good faith with a view to the best interests of the Corporation;
- b. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- c. not act in a conflict of interest;
- d. not abuse their position; and
- e. respect and follow the Condominium Act, the Development Agreement, the By-laws and the policies of the Corporation.

#### **4.12 - DELEGATION OF DUTIES**

The Board may / shall appoint a Managing Agent of the Corporation (a person or a contractor) and may delegate to that entity, appropriate authority to manage the affairs as directed by the Board of the Corporation in accordance with the Condominium Act, the Development Agreement, the Condominium Declaration, the Corporation policies, rules and regulations and any resolutions, adopted from time to time by the Board. The Managing Agent does not have authority over anything which the Act, the Development Agreement, the Condominium Declaration, these By-laws, the Corporation policies or any law requires the Directors to perform. The Managing Agent is a non-elected, ex-officio, non-voting member of the Board and any Board committees.

#### **4.13 – 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 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.

#### **4.14 – 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.

#### **4.15 - CODE OF CONDUCT**

All Directors and officers will sign an agreement at their first Board meeting, to abide by the Board of Directors Code of Conduct / Conflict of Interest (Annex 2)

#### **4.16 CONFIDENTIALITY**

Every Director shall be required to sign and adhere to an Oath of Confidentiality in which each Director undertakes to protect and honour the confidentiality and privacy of the Corporation, its affairs and that of its unit owners. Breach of confidentiality may be grounds for removal from the Board. The Board shall bind its employees including the Managing Agent to a similar level of Confidentiality. Each board meeting will be closed with a reminder about confidentiality and the parameters of such as they relate to the agenda items discussed.

#### **4.17 – CONFLICT OF INTEREST**

A conflict of interest shall arise in any situation in which a Director has an employment, business or personal interest that results or appears to result in:

- a. an improper material interest or an advantage by virtue of such person's position; or
- b. an interference with the objective exercise of such person's duties.

A material interest includes any matter or situation in which a Director or Officer has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

Directors must sign a Conflict of Interest (COI) Declaration that discloses to the Board:

- a. Their business ownership (in part or in whole)
- b. Memberships in other boards and organizations

Additionally, Directors must disclose any personal interest in an agreement or transaction the Corporation enters into, as below:

- a. Any matter that is or may be the subject of consideration by the board if that interest could materially conflict with that director's duty or interest as a director.

Directors must disclose any actual or potential conflict of interest at the meeting where the transaction or agreement or issue is being considered. Unless an exception applies, the Director shall not be present for discussions nor vote on the matter. An entry noting the disclosure must be in the meeting minutes.

The Board shall ensure appropriate training on real and perceived COI for all incoming Directors, and shall determine and enforce conflict of interest policies and practices in accordance with the appropriate legislation, agreements and the applicable circumstances. Breach of these conflict of interest requirements may be grounds for removal from the Board.

Provided that the provisions in 4.17 of this Article IV are complied with, 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 with 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.

## **ARTICLE V – OFFICERS OF CORPORATION**

### **5.01 – POSITIONS AND TERM**

The Executive Officers of the Corporation shall be drawn from the board and shall be the President, the Vice-President, the Treasurer and the Secretary. These positions shall be elected annually by the Board at its first meeting after its election. Any person may hold two (2) or more offices except that the President shall not also be the Treasurer. The Board may from time to time elect such other Officers and designate their powers and duties as the Board shall deem desirable to manage the affairs of the Corporation.

### **5.02 – PRESIDENT**

The President shall be charged with the general organization of the conduct of the affairs of the Corporation. The President shall normally preside at all general meetings of the unit owners and of the Board. In the absence of both the President and the Vice-President, the Directors shall designate one of their number to preside. The Board may delegate the duties of meeting Chair to a non-unit owner.

### **5.03 – VICE-PRESIDENT**

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

### **5.04 – SECRETARY**

The Secretary shall keep the minutes of all proceedings of the Board, the AGM and any special meetings of the unit owners of the Corporation. He shall attend to the giving and serving of all notices to the unit owners and Directors and other notices related to the business of the Corporation. He shall keep accurate records of the Corporation except those which are kept by the Treasurer.

### **5.05 – TREASURER**

The Treasurer shall have custody of all financial assets and related records of the Corporation including funds, securities and evidence of indebtedness. He shall keep the books of the Corporation with good accounting practices and in accordance with the Act, Declaration, Rules, By-Laws and Board policies. The Board may delegate any or all of these functions to the Managing Agent or another employee or member of the Corporation.

### **5.06 – VARIATION**

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

## **ARTICLE VI – EXECUTION OF INSTRUMENTS**

### **6.01 – EXECUTION OF INSTRUMENTS**

Deeds, transfers, assignments, contracts, and obligations on behalf of the Corporation may be signed by the President or a Vice-President and by the Secretary or the Treasurer (where two signatures are required) with the preference being signing by the President, whenever feasible. Notwithstanding the foregoing, the Board may at any time and from time to time direct the manner in which and the person or persons (in particular, the representative of the Managing Agent) 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.

## **ARTICLE VII – RECORDS**

### **7.01 – RECORDS**

The Board must keep complete and accurate records of the business and affairs of the Corporation in accordance with the Act and these Bylaws, including:

- a. A copy of all Policies, Rules & regulations made by the Corporation including all amendments thereto;
- b. A register which shall note the name and address of the owner of each unit;
- c. A register of Directors;
- d. Proper accounting records in which are set out all financial and other transactions of the Corporation including, without limiting the generality of the foregoing, records of:
  - i. All sums of money received and disbursed by the Corporation and the matters with respect to which receipts and disbursements took place;
  - ii. All sales and purchases of the Corporation;
  - iii. The assets and liabilities of the Corporation; and
  - iv. All other transactions affecting the financial position of the Corporation; and
  - v. The minutes of all proceedings of meetings of owners and Directors.

The Board must maintain the records referred to in the Act and By-laws for the prescribed time period and in the prescribed manner.

A copy of the AGM minutes, the Annual Financial Statement and a copy of the Auditor's Report will be posted in a password protected folder on the Pelican Inlet website, immediately following acceptance of same by the Board, and can be provided in hard copy by written request from any unit owner.

## **ARTICLE VIII – DUTIES OF THE CORPORATION**

### **8.01 – DUTIES OF THE CORPORATION**

The Corporation has the following duties in addition to those specified by the Act, these Bylaws and amendments thereto, and the Development Agreement:

- a. To collect and receive all contributions towards the common expenses and special assessments and fines paid by the unit owners and deposit the same in a separate account with a chartered bank, credit union or trust company;
- b. To take out and maintain in force a policy or policies of insurance as required by the Act and these bylaws and such additional insurance as the Board may from time to time determine.
- c. To sub contract a Managing Agent or maintain such staff as may be required to at all times promptly and efficiently carry out its duties.

d. To effect compliance by the owners of units with the Act, the Development Agreement, the By-Laws, the Corporation Policies and Rules & regulations.

## **ARTICLE IX – MANAGING OF THE PROPERTY**

### **9.01 – MANAGEMENT OF THE PROPERTY**

The Corporation may from time to time enter into an agreement for the management of the property, with persons or contractor(s) or companies 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 persons or companies, all or some of its powers and duties of the Board of Directors and the duties of the Officers of the Corporation except those that are specifically required by the Act or these By-laws, to be exercised by the Corporation, its Board or its Officers.

## **ARTICLE X - FINANCIAL**

### **10.01 – GENERAL**

In addition to the provisions of this By-Laws, the financial documents and assets of the Corporation shall be in accordance with the Financial Policies as determined from time to time by the Board and maintained in the records of the Corporation.

**10.02 – CONTRIBUTIONS TOWARDS COMMON EXPENSES AND RESERVE FUND** Each unit owner shall pay to the Corporation the common element fee and contribution to the reserve fund as well as any Special Assessment, and fines, within forty-five (45) days of the originating date of invoice for payment. Payments / partial payments made to accounts in arrears will always be applied to the oldest invoices first.

### **10.03 - ADMINISTRATIVE LATE PAYMENT FINES**

Where a unit owner is in default in his obligation to pay his common element fee /contribution to the reserve fund, any special assessment, and any fines within the above forty-five (45) days a hundred dollar (\$100) fine shall be added to the outstanding balance on the 46<sup>th</sup> day. Where a unit owner continues to be in arrears after 90 days (3 months) from the date of invoice an additional \$100 fine shall be levied. That administrative late fine of \$ 100 will be assessed at the expiry of each 3-month period until paid in full. Payment in full is required to be out of arrears.

### **10.04 – FINES**

As per the Condominium Act, the board has the ability to impose a maximum \$100 fine that can be levied, for a continuing infraction, on a weekly basis, up to 12 times per year, for infraction of bylaws and rules and for late payment of fees, as set out in section 10.03. These fines will be provided to the unit owner as relevant, by official invoice.

### **10.05 – DEFAULT OF PAYMENT**

Where an owner is in default in his obligation to pay his common element fee and any Special Assessment for longer than 45 days, the Corporation may register a notice of lien in the prescribed form as provided in the Act<sup>1</sup>. Where such a default continues with respect to fines and administration late fees, the Corporation may, in addition to any 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

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<sup>1</sup>The Act prescribes a limit of 90 days from the due date of the invoice for annual common element fees, after which a lien action is not allowed.

in such action to be due and owing all costs of such action, including reasonable legal fees.

#### **10.06 – FINANCIAL STATEMENTS**

The Corporation shall at such regular intervals, not less frequent than annually as the Board from time to time establishes, provide 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 or financial reviewer of the Corporation. This will generally be by posting in a password protected folder on the Pelican Inlet website, but may be provided in hard copy, at the request of any owner, and upon payment of related costs. 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 owner.

#### **10.07 – BUDGET**

The Board shall from time to time, at least annually, prepare a budget setting out the estimate of the common expenses and the reserve fund expenses, for the ensuing fiscal year and allocate and assess such common expenses and reserve fund expenses amongst the owners according to the proportion in which they are required to contribute to the annual budgeted expenses, as set forth in the Declaration. An invoice for the annual fee and any special assessment shall be forwarded to each unit owner (generally by electronic means).

#### **10.08 – 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, notice of a special assessment and supporting rationale of the contributions to be paid by the owners for the balance of such fiscal year contributions towards common expenses or reserve fund expenses.

#### **10.09 – BANKING ARRANGEMENTS**

The banking business of the Corporation should be transacted with such bank, credit union or trust company as the Board may designate, direct or authorize from time to time by resolution, and all such banking business or part or parts thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided.

#### **10.10 – RESERVE FUND STUDY**

The Board of Directors shall commission a competent Reserve Fund Study, at least every 5 years, as prescribed by the Act. The Board should report on the findings, and any agreed action by the Board in response to the Study, to the AGM. The Study will be availed to the unit owners via the Pelican Inlet website.

### **ARTICLE XI – RULES**

#### **11.01 – RULES TO ENHANCE UNIT OWNERS SAFETY AND WELL BEING AND RESPECTING THE COMMON ELEMENTS**

The Board may from time to time make rules governing the use of the common elements and the general expectations for the behavior of the unit owners, including on their own lots, for the well being and safety of all the unit owners. Any such rules shall be reasonable and consistent with the Act, the Development Agreement, the Condominium Declaration and the By-Laws and shall come into effect after 30 days notice has been given to unit owners.



**11.02 – RULES RESPECTING THE UNITS**

In addition to the provisions of these Bylaws, the use of each unit shall be in compliance with the Development Agreement and the Condominium Declaration, as well as in accordance with the restrictions and stipulations set forth in the Policies and Rules as determined from time to time by the Board and maintained in the records of the Corporation.

**11.03 - ENFORCEMENT OF RULES PROCEDURES**

1. The Board and/ or the Managing Agent will inform the respective unit owner verbally if feasible, and by e-mail or regular mail, as appropriate, of the policy and/or rules violation and request in writing, an appropriate, adequate and time bound resolution of the matter by the unit owner, and or his guests. The Board will also inform the offending unit owner of the next step that will be taken in this matter, if not resolved according to the notice being provided by the Board and/or Managing Agent. The unit owner can request an opportunity to be heard in person on the matter at a board meeting.
2. The Board will provide a fine notification, by official invoice. This fine may be repeated on a weekly basis, for up to 12 times, until the matter is resolved appropriately by the unit owner.
3. As per Section 10.04 above, late payment of the fines is also subject to administrative late fees.

**ARTICLE XII – BYLAWS**

**12.01 - REPLACEMENT, REPEAL AND AMENDMENT**

This By-law may be replaced, repealed or amended by Special Resolution of the Board of Directors and confirmed, with or without amendment, at a general meeting of unit owners by Special Resolution. The general meeting of unit owners is not required if all unit owners sign a written resolution confirming the by-law.

**12.02 - REPEAL**

All prior general By-Laws of the Corporation are hereby repealed.  
Dated at Winnipeg, this 14th day of June, 2023.

WINNIPEG CONDOMINIUM CORPORATION NO. 344

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Secretary

I, Marvin Koop, Secretary of Winnipeg Condominium Corporation No. 344 do hereby certify that the foregoing By-Law is a true and correct copy of a By-Law of the said Condominium and that same was made in accordance with The Condominium Act, 2015 Chapter 170

and Amendments thereto and the Declaration was registered in the Winnipeg Land Titles Office on the \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_ as Priority No. \_\_\_\_\_.

Secretary

**ANNEXES:**

**Annex 1: WCC344 Member's Leasing Form**

**Annex 2: WCC344 Board Members' Code of Conduct / Conflict of Interest Form**

**Annex 1: WCC344 Member's Leasing Form:**

Required to be submitted to the Managing Agent at least 7 days prior to the start of any rental/ lease arrangement for cottages at Pelican Inlet:

**From Section 2.02 e. from these bylaws and**

**From: Page 9, 2.05 FROM CONDOMINIUM DECLARATION:**

The requirements for an owner of a Unit to lease their Unit are as follows:

(a) No owner shall lease their Unit unless they causes the Tenant thereof to execute under seal and deliver to the Corporation ( via the Managing Agent) a separate Agreement between the Corporation, the Landlord and the Tenant to the following effect -

“Between

("the Tenant")

- and –

("the Landlord" of Lot \_\_\_\_)

- and -

WCC344 Pelican Inlet

("the Corporation")

I, \_\_\_\_\_ covenant and agree with the Landlord and the Corporation 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 Act, the Declaration, the By-laws and all rules and regulations of the Corporation during the term of my tenancy.”

(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

## **Annex 2: WCC344 Board Members' Code of Conduct / Conflict of Interest Form**

**POLICY TITLE: WCC344 BOARD MEMBERS' CODE OF CONDUCT**

**APPROVAL DATE:** As passed by the Board

The Board commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as Board members.

1. Board members must have loyalty to the Condominium membership, unconflicted by loyalties to staff, other organizations, and any personal interest as a recipient. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other boards or staffs.
2. Board members are accountable to exercise the powers and discharge the duties of their office honestly and in good faith. Board members shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
3. Board members must avoid conflict of interest with respect to their fiduciary responsibility.
  - a) There will be no self-dealing or any conduct of private business or personal services between any Board member and the organization, except as procedurally controlled to assure openness, competitive opportunity and equal access to otherwise "inside" information. Board members will annually disclose their involvements with other organizations, with vendors, or any associations which might be or might reasonably be seen as being a conflict.
  - b) When the Board is to decide upon an issue, about which a Board member has an unavoidable conflict of interest, that member shall absent herself or himself without comment from not only the vote, but also from the deliberation.
  - c) Board members will not use their Board position to obtain employment in the organization for themselves, family members, or close associates. Should a Board member wish to apply for employment, they must first have resigned from the Board three months prior to so applying.
  - d) In case of a dispute regarding the existence of a real or perceived conflict of interest, the Board shall vote as to whether a conflict is present, and the vote of the Board shall be final. The individual with the potential conflict of interest shall not vote.
4. Board members may not attempt to exercise individual authority over the organization, except as explicitly set forth in Board policies and the Corporation's Bylaws.
  - a) Board members' interaction with public, press or other entities including social media (that is, the means of interactions among people in which they create, share, and exchange information and ideas in virtual communities and networks) must recognize the same limitation and the similar inability of any Board member to speak for the Board except to repeat explicitly stated Board decisions.

5. Board members will be familiar with the Act, regulations, bylaws and policies of the organization, as well as the rules of procedure and proper conduct of a meeting so that any decision of the Board may be made in an efficient, knowledgeable and expeditious manner.
6. Board members shall attend meetings on a regular and punctual basis and will be properly prepared for and will participate diligently in Board and Board committee deliberation.
7. Board members will respect Board confidentiality, particularly issues of a sensitive nature. Board members shall not disclose vote counts and Board deliberations outside Board membership unless authorized by the Board.
8. Board members will adhere to the attached Respectful Workplace policy and sign the attached Oath of Confidentiality annually.
9. Board members shall embrace publicly all rightful decisions of the Board and promote unity by not representing any differences of opinion outside the Board which would cause or give appearance of dissension within the Board or contribute towards erosion of a majority decisions
10. Board members shall ensure that unethical activities not covered or specifically prohibited by the foregoing or any other legislation are neither encouraged nor condoned.
11. A Board Member who is alleged to have violated the Code of Conduct shall be informed in writing and shall be allowed to present their views of such alleged breach at the next Board meeting. The complaining party must be identified. If the complaining party is a Board member, they and the respondent Board member shall absent themselves from any vote upon resolution of censure or other action that may be brought by the Board. Board members who are found to have violated the Code of Conduct may be subject to censure including removal from the Board.

.....  
 ..... \* A conflict of interest is any situation in which a Board director has an employment, business or personal interest which results or appears to result in:  
 i) an improper material interest or an advantage by virtue of the person's position; ii) an interference with the objective exercise of the person's duties.  
 A material interest includes any matter or situation where a Board director has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

**Annex 2: WCC344 CODE OF CONDUCT/ CONFLICT OF INTEREST**

Board members are responsible for adhering to the policies as approved by the Board of Directors and all subsequent policy revisions as approved by the **WCC344** Board of Directors.

Board members are responsible for preventing real or perceived conflicts of interest to protect the integrity of **WCC344**.

Contravention may result in a request for a Board member/director to resign from the Board and/ or other sanctions.

Board members/governors shall:

1. perform duties with integrity and in a way that will maintain public, constituent and Board member confidence in **WCC344**,
2. ensure no real or perceived advantage is taken by virtue of their position or from information obtained due to their position as a Board member/officer, and 3. Immediately disclose to the President of the Board or to the Board members at the Board meeting any existing or potential conflict of interest on any issue. This disclosure will be recorded in the minutes.

**I declare that I have read, understood and agree to adhere to this Code of Conduct / Conflict of Interest Policy and all other policies in effect for WCC344.**

**Agreed by:** \_\_\_\_\_ *(Print Name)*

**Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ *(Chair or Officer Signature)*

**Date:** \_\_\_\_\_