

CROSSBOW LANDING AND CROSSBOW POINT

BYLAWS OF CONDOMINIUM CORPORATION NO. 031 0034

SUMMARY OF CONTENTS

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #031 078 230 ON MARCH 10, 2003 EXCEPT BYLAW 82 IN INSTRUMENT #031 078 230 REGARDING AGE RESTRICTIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE PERMISSIBLE LEGAL PERIOD.

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NOTE: These Bylaws have been passed by Condominium Corporation No. 031 0034 for the purpose of repealing, replacing and substituting the Bylaws registered in the South Alberta Land Registration District as instrument #031 078 230 on March 10, 2003 except Bylaw 82 in Instrument #031 078 230 regarding age restrictions which shall remain in full force and effect throughout the permissible legal period.

I. DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) "Administrative Expenses" means those expenses of the Corporation required for the discharge of the obligations of the Corporation;
- (c) "annual General Meeting" means a meeting of the Owners convened pursuant to the provisions of these Bylaws and the Act upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (d) "Apartment Units" or "Apartment Unit Owners" means, respectively, Units #32 to #66 in Redivision Plan No. 031 1446, Units #276 to #348 in Redivision Plan No. 041 3090 (both in Crossbow Landing), Units #159 to #215 in Redivision Plan No. 041 0395 and Units #466 to 522 in Redivision Plan No. 051 0165 (both in Crossbow Point);
- (e) "Bare Land Units" means original Units #1 to #4 in Condominium Plan No. 031 0034;
- (f) "Board" means the Board of Directors of the Corporation and shall include the Crossbow Landing Board and the Crossbow Point Board, where appropriate;
- (g) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- (h) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property and shall include any shared Capital Replacement Reserve Fund and the Capital Replacement Reserve Funds for each of Crossbow Landing and Crossbow Point;
- (i) "Common Expenses" means the expenses of performance of the objectives and duties of the Corporation relating to each of Crossbow Landing and Crossbow Point and shall also include any expenses specified as Operating Expenses in these Bylaws;
- (j) "Common Property" means any internal roadway system and the landscaped areas and so much of the Parcel that is not comprised in or does not form part of any Residential Unit or Parking Unit but does include such additional portions of the Parcel designated as Unit #5 in Redivision Plan No. 031 1446, Unit #465 in Redivision Plan No. 041 3090 and Unit #216 in Redivision Plan No. 041 0395 and Unit #523 in Redivision Plan No. 051 0165 which are sometimes referred to as "Common Property Units" and which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and

replace as if the same were traditional or conventional Common Property, and also includes all Privacy Areas immediately adjacent to or affixed to a Residential Unit;

- (k) "Common Property Units" means Unit #5 in Redivision Plan No. 031 1446, Unit #465 in Redivision Plan No. 041 3090 and Unit #216 in Redivision Plan No. 041 0395 and Unit #523 in Redivision Plan No. 051 0165, which are intended for the common use by Owners;
- (l) "Common Roadway" means the roadway running north/south through the Project;
- (m) "Condominium Plan" means the Condominium Plan registered under the Act as No. 031 0034 and the Redivision Plans thereof being Plans No. 031 1446, No. 041 3090, No. 041 0395 and No. 051 0165;
- (n) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 031 0034";
- (o) "Crossbow Landing" means all Units (including Common Property Units #5 and #465) in Redivision Plans No. 031 1446 and No. 041 3090;
- (p) "Crossbow Landing Board" means those persons elected to that division of the Board by the Crossbow Landing Owners pursuant to Bylaw 10 and who are empowered by these Bylaws to regulate the activities of the Corporation with respect to the Crossbow Landing Units and to provide the control, management and administration of such Units;
- (q) "Crossbow Landing Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, which shall be owned exclusively by Crossbow Landing to the exclusion of Crossbow Point, to be used for major repairs and replacements of those parts of the Common Property and Units that are in Crossbow Landing and are the responsibility of Crossbow Landing Owners of the Corporation to maintain, repair and replace;
- (r) "Crossbow Landing Common Property" means the Common Property located within the Crossbow Landing portion of the Project;
- (s) "Crossbow Landing Operating Expenses" means, for any period, those Operating Expenses classified as such in the budget referred to in Bylaw 55 hereof;
- (t) "Crossbow Point" means all Units (including Common Property Units #216 and #523) in Redivision Plans No. 041 0395 and No. 051 0165;
- (u) "Crossbow Point Board" means those persons elected to that division of the Board by the Crossbow Point Owners pursuant to Bylaw 10 and who are empowered by these Bylaws to regulate the activities of the Corporation with respect to the Crossbow Point Units and to provide the control, management and administration of such Units;

- (v) "Crossbow Point Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, which shall be owned exclusively by Crossbow Point to the exclusion of Crossbow Landing, to be used for major repairs and replacements of those parts of the Common Property and Units that are in Crossbow Point and are the responsibility of Crossbow Point Owners of the Corporation to maintain, repair and replace;
- (w) "Crossbow Point Common Property" means the Common Property located within the Crossbow Point portion of the Project;
- (x) "Crossbow Point Operating Expenses" means, for any period, those Operating Expenses classified as such in the budget referred to in Bylaw 55 hereof;
- (y) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (z) "General Meeting" includes both annual and special general meetings and means those meetings held upon notice to all Owners at which all such Owners or their proxies are entitled to be present, and if qualified, to vote;
- (aa) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder;
- (bb) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board of Crossbow Landing and/or Crossbow Point, as appropriate, is the Insurance Trustee;
- (cc) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (dd) "Manager" means any condominium property manager contractually appointed by the Board with respect to the management of each Phase;
- (ee) "Municipality" or "Municipal" means the Town of Canmore;
- (ff) "Occupant" means a person resident 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 for a period of thirty (30) days or more in any calendar year;
- (gg) "Operating Expenses" means, for any period, that portion of the Common Expenses which can be allocated strictly as Operating Expenses for any single or multiple Phases of the Project;

- (hh) "Ordinary Resolution" means a resolution:
- (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- (ii) "Ordinary Resolution of the Phase Owners" means a resolution:
- (i) passed at a properly convened General Meeting of the Owners of either Phase by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all of the persons who, at a properly convened General Meeting of the Owners of either Phase, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units in that Phase;
- (jj) "Owner" or "Owners" means a person or persons who is or are registered as the Owner(s) of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 66, that term includes a tenant;
- (kk) "Parcel" means the land comprised in the Condominium Plan;
- (ll) "Parking Units" or "Parking Unit Owners" the Units in the Project used for parking and the persons who are registered as Owners thereof;
- (mm) "Phase" means either Crossbow Landing or Crossbow Point or both, depending on the context;
- (nn) "Privacy Area(s)" means any areas granted to an Owner pursuant to Bylaw 63 hereof;
- (oo) "Private Motor Vehicle" means cars, light trucks up to 1 ton size (except dual rear wheel trucks), mini-vans, motorcycles and sport utility vehicles;
- (pp) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units, Common Property and the Common Property Units;
- (qq) "Recreational Facility" means those common facilities constructed upon each of Crossbow Landing and Crossbow Point for the use and benefit of the Owners in each respective Phase of the Project;

- (rr) "Redivision Plan" means the condominium plans of redivision of original Bare Land Units #1 to #4 inclusive registered at the Land Titles Office as Plans No. 031 1446, No. 041 3090, No. 041 0395 and No. 051 0165;
- (ss) "Regulation" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (tt) "Residential Unit" or "Residential Unit Owner" means the Apartment Units or the persons who are registered as "Owners" thereof;
- (uu) "Restrictive Covenants Regarding Age" means those certain Restrictive Covenants regarding age restrictions registered in the South Alberta Land Registration District as Instrument No. 051 399 913 and Instrument No. 041 065 475;
- (vv) "Restrictive Covenants Regarding Parking" means those certain Restrictive Covenants regarding parking registered in the South Alberta Land Registration District as Instrument No. 051 399 914 and Instrument No. 041 065 476;
- (ww) "Shared Operating Expenses" means all Operating Expenses that are not attributable to a specific Phase and are to be shared between the Owners of Crossbow Landing and Crossbow Point of the Project;
- (xx) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;
- (yy) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (zz) "Special Resolution of the Phase Owners" means a resolution:
 - (i) passed at a properly convened General Meeting of either Phase by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units in that Phase; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened General Meeting of either Phase, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and

representing not less than 75% of the total Unit Factors for all the Units in that Phase;

- (aaa) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not they are legally married;
- (bbb) "Standard Insurable Unit Description" or "SIUD" means a description as adopted by the Corporation under the Regulations, of standard fixtures and finishing in a Unit or a class of Units, which are to be insured by the Corporation;
- (ccc) "Unit" means a space situated within a building and described as a Unit in a Redivision Plan but does not include the Common Property Units, and shall include for the Residential Units for the purpose of these Bylaws:
 - (i) all window screens and screen doors;
 - (ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple or any substance used in lieu installed throughout the total Unit;
 - (iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;
 - (iv) all non-load bearing partitions, including their studs;
 - (v) all items not necessarily common to all Units including, but not limited to, intercommunication systems, and security systems for the Unit;
 - (vi) all electrical appliances and fixtures and all insulation for the Unit;
 - (vii) all Unit plumbing (EXCLUDING heating), including pipes and fixtures, inside the interior finishing of the exterior floors, walls and ceilings of a Unit, and the main shut-off valve for the Unit including but not limited to:
 - A) bathroom fixtures such as baths, toilets, sinks and fans;
 - B) plumbing traps and drains;
 - C) kitchen sink and pipes under sink; and
 - D) all water taps (kitchen and bathroom);
 - (viii) all interior doors and hardware; and
 - (ix) all Unit electrical including, but not limited to, panel circuit breakers, wall plugs, wire, fixtures, cables and conduits within the interior finishing of the Unit; and
- (ddd) "Unit Factor" means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing a reference to one gender shall include reference to other genders or neuter, as required, and words importing persons include firms and corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

In addition:

(a) Headings

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.

(b) Rights of Owners and Corporation

The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

(c) Conflict With The Act

If there is any conflict between the Bylaws and the Act, the Act prevails.

(d) Extended Meanings

If and whenever reference hereunder is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made.

3. CROSS INDEMNIFICATION

(a) Each of Crossbow Landing and Crossbow Point hereby indemnifies and saves harmless the other Phase and their agents and servants from and against all claims, damages, debts, suits, actions, liabilities and causes of action, costs or sums of money that the other Phase may suffer or be put to by reason of anything done or omitted to be done or breach by the other Phase in the exercise or observance of any one or more of the rights or obligations of that Phase pursuant to these Bylaws except as to matters as to which it shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty.

(b) The Crossbow Landing Board and the Crossbow Point Board shall, without in any way limited to the requirements set forth in Bylaw 53 hereof, maintain sufficient insurance in order to cover the liability and indemnity provisions set

forth above, and each of the respective Boards shall deliver a copy of such insurance to the other Board in order to ensure that adequate insurance coverage is in place to support the liability and contribution requirements set forth above.

- (c) Notwithstanding the foregoing, any loss, injury or damage occurring to any person or property while on the common roadway (the "Common Roadway"), the Corporation shall be responsible for same without any cross indemnification liability as set forth above. The Boards shall ensure that the Corporation (whether done through the respective Boards or otherwise) maintains adequate insurance in respect of any such loss, injury or damage on the Common Roadway. By way of clarification, if an accident occurs on the Common Roadway and an injury, loss or damage results therefrom, then the Corporation shall be responsible for insurance regarding same irrespective of whether the accident occurred involving a Crossbow Landing Owner, a Crossbow Point Owner or a member of the public, and in the event that the Corporation requires a special levy to cover the cost of such loss (as a result of insufficient insurance or otherwise) then all of the Owners shall contribute proportionately in relation to their respective Unit Factors.

4. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

II. THE OWNERS

5. DUTIES OF THE OWNERS

An Owner SHALL:

- (a) subject always to the Act, permit the Crossbow Landing or Crossbow Point Board, as applicable, and its agents, at all reasonable times and on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), to enter his Unit for the purpose of:
- (i) inspecting the Unit;
 - (ii) maintaining, repairing or renewing all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in 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 renewing the Common Property;
 - (iv) ensuring that the Bylaws are being observed;
 - (v) doing any work for the benefit of the Corporation generally; and
 - (vi) gaining access to meters and/or valves relating to any utility.

In the unlikely event the Crossbow Landing or Crossbow Point Board must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner unless the Board decides otherwise;

- (b) forthwith:
 - (i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and
 - (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) duly and properly repair, maintain and replace (when required) at the expense of the Owner and subject to the prior written approval of the Corporation as to the type and specifications for any screen door, window and door hardware and door locks:
 - (i) the interior of the Unit and all fixtures, appliances, improvements and additions thereto;
 - (ii) all windows of the Unit that are located on the interior walls of the Unit. An Owner shall repair and replace all window hardware, window screens and the interior trim of windows. An Owner shall wash, as required, the exterior surface of all accessible windows;
 - (iii) the doors of a Unit located on the interior walls of a Unit including the painting of the interior finishing of Unit access doors. An Owner shall repair and replace the interior trim of Unit access doors, all door hardware, all screen doors, and all weather-stripping around doors. An Owner shall ensure that the exterior of any doors facing into Common Property are clean and free of dirt and scuff marks at all times;
 - (iv) the doorbell buttons or door knockers affixed to the Unit;
 - (v) thermostats in the Unit;
 - (vi) all electrical, electronic and mechanical devices which are mounted or located on the interior of the Unit for his own use entirely including, but not limited to, components of intercommunication systems and security systems;
 - (vii) bulbs in the light fixtures attached to the exterior of the Unit;
 - (viii) any mailbox lock and/or key for his Unit. The Crossbow Landing Board is responsible to replace the electronic door locks on the Crossbow Landing Units. A Crossbow Landing Owner is responsible to repair and maintain his Unit's electronic door locks. A Crossbow Point Owner is responsible for the installation, repair, maintenance, and replacement of any electronic door locks. Installation and replacement is subject to prior written approval of the Crossbow Point Board; and
 - (ix) on a day to day basis, any Privacy Area (and any plants or landscaping therein) which is located on or which comprises any part of the Common

Property to which the Owner has been granted exclusive use pursuant to Bylaw 7 or Bylaw 63 and, if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 63 shall apply;

- (d) keep his Unit in a state of good repair EXCLUDING:
 - (i) the painting of the exterior surface or finishing of any access doors;
 - (ii) all other outer boundaries, structure, walls and other outside surfaces and roofs and eavestroughs;
 - (iii) all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit; and
 - (iv) such other maintenance, repairs and damage for which the Corporation is responsible pursuant to these Bylaws;
- (e) not paint the exterior of the Unit or Common Property or the building nor make any repairs, additions or alterations to the exterior of the Unit or Common Property (INCLUDING no alterations to the interior and exterior load bearing and partition walls) of which his Unit forms a part or to the common plumbing, common mechanical or common electrical systems within his Unit which may affect another Unit(s) or Common Property without first obtaining the written consent of the Crossbow Landing or Crossbow Point Board, as the case may be;
- (f) use and enjoy his Unit and the Common Property in accordance with these Bylaws and all policies and rules prescribed by the Corporation or the Crossbow Landing or Crossbow Point Boards and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause any insurance maintained by the Corporation to be cancelled, declined or its premium rates increased or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- (h) not install any air-conditioning equipment in a Crossbow Point Unit. An Owner shall not install window air-conditioning units in a Crossbow Landing Unit. Other types of air-conditioning may be installed in a Crossbow Landing Unit with the prior written consent of the Crossbow Landing Board;
- (i) notify the Crossbow Landing or Crossbow Point Board, as the case may be, forthwith upon any change of ownership in connection with his Unit. Upon the sale of a Unit, the Owner shall deliver a copy of the current Bylaws to the purchaser and shall transfer the Owner's security keys and key fobs to the new purchaser;

- (j) comply strictly with the Act, these Bylaws and with such policies and rules as may be adopted pursuant thereto from time to time, the Restrictive Covenants regarding Parking and the Restrictive Covenants regarding Age and all policies, procedures, guides and terms of reference enacted by the Board from time to time and cause all Occupants of and visitors to his Unit to similarly comply;
- (k) pay to the account of Crossbow Landing, Crossbow Point, or the general account of the Corporation (as appropriate), or if requested, to the applicable Manager, when due all contributions levied or assessed against his Unit and all other amounts due from him to Crossbow Landing, Crossbow Point, or the general account of the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act and Section 76 of the Regulation;
- (l) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property or any Unit caused by, aggravated by, or originating from the Unit of such Owner, his Occupants or invitees, or by any default under these Bylaws by such Owners, his Occupants or invitees (but only up to the amount of the insurance deductible of the Corporation on insured losses, regardless of whether an insurance claim is made by the Corporation or not);
- (m) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 53 and in consultation with his professional insurance provider;
- (n) pay to the Corporation all legal expenses incurred as a result of it having to address a violation or infraction of the Bylaws or the Act, both before and after commencement of any enforcement proceedings if necessary, or to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and his own client full indemnification basis;
- (o) if he wishes the Crossbow Landing or Crossbow Point Board to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the applicable Manager. The Crossbow Landing Board or Crossbow Point Board shall not be required to respond to any suggestion, complaint or question that is not in writing and properly submitted to the applicable Manager;
- (p) deposit with the account of Crossbow Landing, Crossbow Point, or the general account of the Corporation, if requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (q) pay to the account of Crossbow Landing, Crossbow Point, or the general account of the Corporation, on demand, any bank charges or Corporation or Crossbow Landing or Crossbow Point charges for any late or "NSF" cheque written by such Owner or any returned automatic bank debit;
- (r) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to

enforce Bylaws involving matters of safety and/or security and/or damage to the Common Property;

- (s) treat all other Owners, Occupants, their families, visitors, and all contractors and workers at the Project with respect and courtesy and refrain from using abusive language, or threatening or improper behavior at any time;
- (t) not unreasonably interfere with the lawful activities of the Board or the Corporation; and
- (u) in the case of an Owner of a Crossbow Point Unit, not allow his Unit to be occupied in contravention of Bylaw 73 of these Bylaws.

III. THE CORPORATION

6. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation, through each respective Board, SHALL:

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire condominium Project, including the Recreational Facility on each Phase of the Project. Notwithstanding the foregoing, the Crossbow Point Common Property shall be administered for and shall be for the exclusive use and benefit of the Owners of the Crossbow Point Units and the Crossbow Landing Common Property shall be administered for and shall be for the exclusive use and benefit of the Owners of the Crossbow Landing Units;
- (b) do all things required of it by the Act, these Bylaws and any other policies and rules in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws;
- (c) maintain, repair and replace any elevators (INCLUDING the lobby, shaft and pit), the common heating systems, the security system, all electrical, generator and mechanical rooms, its Recreational Facility and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property or utilities outside the interior finishing of the exterior walls, floors or ceilings of a Unit;
- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

- (e) subject to any obligations imposed by the Bylaws upon any Owners to maintain any part of the Common Property, a Unit or a Privacy Area over which such Owners are granted exclusive right of use, maintain and repair:
- (i) the exterior or outside surfaces of the building comprising the Units (INCLUDING all exterior windows and doors except to the extent the Owner is required to repair and maintain under Bylaw 5). The Corporation shall wash as required, in its discretion, the exterior surface of all inaccessible windows on the exterior of a Unit and all Common Property windows;
 - (ii) the exterior caulking of windows and the repair of any leakage around exterior windows;
 - (iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 7 or Bylaw 63;
 - (iv) all outside parking areas, landscaped areas, common sidewalks and building entrances, the parkades, parkade ramps and the parkade overhead doors;
 - (v) all patios and balconies and their rails, and perimeter fencing and related posts;
 - (vi) all utility services outside the interior finishing of the exterior floors, walls or ceilings of a Unit, all common utilities on, under and through the Units, and all utilities on the Common Property, including any underground sprinkler system;
 - (vii) zone valves in the Unit;
 - (viii) smoke detectors in the Unit;
 - (ix) replacement of the electronic door locks for the Crossbow Landing Units by the Crossbow Landing Board;
 - (x) mailboxes (EXCLUDING locks and keys which shall be the responsibility of the Owner);
 - (xi) all vents on the exterior of the building; and
 - (xii) all common lighting including all light fixtures (excluding bulbs) attached to the exterior of a Unit;
- (f) with respect to each Phase separately and any Shared Operating Expenses of the whole Project, collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses of each Phase and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union

incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;

- (g) pay such sums of money properly required to be paid on account of services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation, either or both Phases and the Owners as the Board or each Phase Board may deem justifiable in the management or administration of the entire Project;
- (h) subject always to and in accordance with the Act and any Regulation:
 - (i) establish and maintain out of the contributions to be levied by the Corporation toward the Common Expenses of each Phase such amount as the Board may determine to be fair and prudent for the Capital Replacement Reserve Fund of each Phase to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of:
 - A) any portions of the Units for which that Phase Board is responsible;
 - B) any real and personal property owned by Crossbow Landing or Crossbow Point respectively; and
 - C) the Common Property of each Phase or generally;

where the repair or replacement is of a nature that does not occur annually. Funds from the Capital Replacement Reserve Fund may be used for the required report prepared by an expert examining the conditions of the property set forth in subparagraph (i) above;
 - (ii) funds shall not be taken from the Crossbow Landing Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Crossbow Landing Capital Replacement Reserve Fund report for Crossbow Landing unless such improvements are authorized by Special Resolution of the Crossbow Landing Owners. The Crossbow Landing Capital Replacement Reserve Fund shall be an asset of Crossbow Landing and shall be owned exclusively by Crossbow Landing to the exclusion of Crossbow Point. No part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. In such event, the Crossbow Landing Capital Replacement Reserve Fund shall be attributable solely to the Owners in Crossbow Landing;
 - (iii) funds shall not be taken from the Crossbow Point Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Crossbow Point Capital Replacement Reserve Fund report for Crossbow Point unless such improvements are authorized by Special Resolution of the Crossbow Point Owners. The Crossbow Point Capital Replacement Reserve Fund shall be an asset of Crossbow Point and shall be owned exclusively by Crossbow Point to the exclusion of Crossbow Landing. No part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed

by the Act. In such event, the Crossbow Point Capital Replacement Reserve Fund shall be attributable solely to the Owners in Crossbow Point;

(iv) each Board shall:

- A) prepare an annual report for each fiscal year respecting their Capital Replacement Reserve Fund, setting out at least the following:
 - 1) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - 2) all payments made into and out of the reserve fund for that year and the sources and uses of those payments;
 - 3) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
 - 4) the amount of the reserve fund projected for the current fiscal year;
 - 5) total payments by Ordinary or Special Resolutions into, and payments out of, the reserve fund for the current fiscal year; and
 - 6) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;
- B) supply a copy of the approved Crossbow Landing Capital Replacement Reserve Fund plan to each Crossbow Landing Owner prior to the collection of any funds for the purpose of those matters dealt within the reserve fund report;
- C) supply a copy of the approved Crossbow Point Capital Replacement Reserve Fund plan to each Crossbow Point Owner prior to the collection of any funds for the purpose of those matters dealt within the reserve fund report;
- D) no later than five (5) years from the day that the most recent Crossbow Landing Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Crossbow Landing Owner prior to the collection of any further funds for the purposes of the reserve fund;
- E) no later than five (5) years from the day that the most recent Crossbow Point Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and

provide a copy of the newly approved plan to each Crossbow Point Owner prior to the collection of any further funds for the purposes of the reserve fund;

- F) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Crossbow Landing Unit or any mortgagee of a Crossbow Landing Unit;
 - G) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Crossbow Point Unit or any mortgagee of a Crossbow Point Unit;
- (i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property and/or Parking Units designated for recreational use and vehicular or pedestrian traffic and keep and maintain in good order and condition the Recreational Facility, all steps and stairwells, intercom and security systems, the ground floor entrances, the lobby, vestibule, foyer, telephone room, water and sump room, storage and janitorial equipment space, central alarm and control room, garbage storage area, fire prevention system and boxes, gas meter room, generator room, furnace and electrical room, mechanical room, and all grassed or landscaped areas of the Common Property, PROVIDED THAT the general cleaning and day to day maintenance of any Privacy Area designated to an Owner under Bylaw 7 or Bylaw 63 shall be the responsibility of the Owner to whom such Privacy Area has been assigned;
 - (j) provide adequate garbage receptacles or containers on the Common Property for use by the Owners and provide for regular collection therefrom if not done by the Municipality;
 - (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 16.1 of the Act;
 - (l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority;
 - (m) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace or modify, in the discretion of either Board, any lawns, trees or shrubs;
 - (n) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;

- (o) repair, replace and maintain windows and doors on the exterior walls of a Unit. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;
- (p) monitor the forested (non-landscaped) areas of the Parcel and act in the discretion of either Board to maintain or remove trees considered risks to the property, such as, but not limited to, dead trees at risk of falling and damaging the building, undertaking prudent "Fire Smart" initiatives and undertaking initiatives considered necessary to support safety and security; and
- (q) pay any tax bill levied or assessed against the Corporation's Units from time to time to appropriate taxing authority.

7. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, and in particular through the Crossbow Landing and Crossbow Point Boards as and where appropriate, MAY and IS HEREBY AUTHORIZED TO:

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the applicable Phase of the Corporation, the Common Property or Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation. PROVIDED THAT any such expenditures made or decided by the Crossbow Landing Board shall be exclusively paid for by the Crossbow Landing Units in proportion to their respective Unit Factors (and which property would then be exclusively used for and by the Crossbow Landing Owners) and any such expenditures made or decided by the Crossbow Point Board shall be exclusively paid for by the Crossbow Point Units in proportion to their respective Unit Factors (and which property would then be exclusively used for and by the Crossbow Point Owners);
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing and all outstanding loans during that fiscal year in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it by the applicable Phase, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not) of the applicable Phase, or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses or Administrative Expenses, SUBJECT TO the restrictions set forth in Section 43 of the Act;

- (e) make an agreement with an Owner, tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- (f) generally assign or designate to an Owner Privacy Areas and the right to exclusive use and enjoyment of part of the Common Property in respect of areas adjoining or relating to such Owner's Unit, or special privileges in respect thereof, for such consideration and on such terms and conditions as it deems requisite, and, except for the provisions of these Bylaws relating to the Privacy Areas assigned to each Unit, any such grant to be terminable on such reasonable notice or as may be determined by the Board, unless by Special Resolution of the Crossbow Landing Owners for the Crossbow Landing Units or the Crossbow Point Owners for the Crossbow Point Units otherwise resolves, and the Corporation may delegate its responsibility to care for and maintain all those Privacy Areas, assigned, designated or granted hereunder to the appropriate Owner or Owners;
- (g) make such policies and rules for each Phase and the Project as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Units and the Common Property in that Phase and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (j) charge interest under Section 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses or Administrative Expenses owing to it by an Owner at the Interest Rate;
- (k) pay an annual honorarium, stipend or salary to members of the Board for each Phase in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting for that Phase;
- (l) provide and maintain a fund to take care of expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by any of the normal operating budget or either Capital Replacement Reserve Fund;
- (m) join any organization serving the interests of the Corporation or authorize course attendance for Board members and assess the cost or membership fee in such organization as part of the Common Expenses or Administrative Expenses;

- (n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (o) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act, R.S.A. 2000, c. B-9* (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- (p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. THE BOARD OF DIRECTORS

8. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any lawful restriction imposed or direction given by Ordinary Resolution at a General Meeting, be exercised and performed by the Board, and in particular, the respective Crossbow Landing or Crossbow Point Board as herein provided.

9. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) the Board shall consist of not less than six (6) and not more than ten (10) members in total, being three (3) to five (5) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees (who have notified their interests to the Corporation) of each Phase, who shall be persons who are members of the Crossbow Landing and Crossbow Point Boards from time to time;
- (b) the number of Board members may differ between the Phases and may be increased or decreased from time to time. There shall effectively and in practice be two (2) Boards of Directors – one (1) representing Crossbow Landing and one (1) representing Crossbow Point;
- (c) a Board member must be eighteen (18) years of age or older;
- (d) only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time;
- (e) every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on any matter of conflict;
- (f) every member of the Board shall:

- (i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view of the best interests of the Corporation; and
 - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (g) the Corporation shall establish a code of conduct for the members of its Board by resolution.
- (h) each member of the Board shall be provided with the code of conduct forthwith and:
- (i) acknowledge in writing that he or she is aware of the code of conduct and agrees to comply with the code of conduct while acting as a member of the Board, and
 - (ii) return the acknowledgment to the Corporation;
- (i) a member of the Board referred to in subclause (h) above is not permitted to vote at meetings until that member complies with subclause (h);
- (j) an individual who ceases to be a Board member or officer of the Corporation shall return all Corporation property and documents to the Corporation within fourteen (14) days after ceasing to be a Board member or officer;
- (k) current and former Board members and officers of the Corporation shall not share confidential information with any other person ("confidential information" includes, but is not limited to, deliberations of Board members, statements made by Board members at meetings, matters pertaining to specific Owners and any communication from an Owner to the Board); and
- (l) no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board.

10. ELECTION OF CROSSBOW LANDING AND CROSSBOW POINT BOARDS

Each of the Crossbow Landing and Crossbow Point Boards shall be elected in accordance with the following procedures and qualifications:

- (a) The Crossbow Landing Board and Crossbow Point Board shall each consist of three (3) to five (5) members;
- (b) The persons who are nominated for the Crossbow Landing and Crossbow Point Board shall be nominated and elected to such position by Owners in their respective Phase;
- (c) Crossbow Landing and Crossbow Point Board members shall be elected at the annual General Meeting or at their own respective annual General Meeting pursuant to Bylaw 49;

- (d) At the first meeting of each Board held after each respective General Meeting, each Board shall elect, from among its members, such Officers with such duties as it determines; and
- (e) At meetings of the Crossbow Landing and Crossbow Point Boards, all matters shall be determined by a simple majority vote.

11. DUTIES OF CROSSBOW LANDING AND CROSSBOW POINT BOARDS

- (a) Each of the Crossbow Landing and Crossbow Point Boards shall perform the duties of the Board for that particular Phase on a day-to-day basis, and any approval, consent, act or agreement required by or permitted to be done by the Board shall be exercised by the Board for the particular Phase in question.
- (b) Each of the Crossbow Landing and Crossbow Point Boards shall elect, from its members, such officers with such duties as each of those respective Boards determines from time to time.

12. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board.

13. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws.

14. TERM OF OFFICE AND RETIREMENT FROM BOARD

Each Board member shall serve for a two (2) year term. At each annual General Meeting of the Corporation, all of the members of the Board whose term has expired, shall retire from office and each Phase shall appoint or elect new members accordingly. A member of the Board shall be elected at an annual General Meeting for a term expiring at the conclusion of the annual General Meeting convened in the second (2nd) year following the year in which he was elected to the Board. At the first annual General Meeting following the registration of these Bylaws, one half (1/2) of the Board Members shall be elected for a one (1) year term and the remaining Members shall be elected for a two (2) year term. Such election shall be held on a rotating basis so that the terms of office of approximately one half of the members of the Board shall terminate at each annual General Meeting.

15. ELIGIBILITY FOR RE-APPOINTMENT OR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-appointment or re-election. Those entitled to accept appointment or election must either be in attendance at the annual General Meeting or have agreed in writing to the nomination.

16. VACATING OFFICE OF BOARD MEMBER

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

- (a) by notice in writing or electronically to the Corporation resigns his office;
- (b) dies;
- (c) is more than sixty (60) days in arrears of any contribution, levy or assessment required to be made by him as an Owner;
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (e) is more than sixty (60) days in default of any obligation owing to the Corporation in respect of the Owner's Unit or Common Property;
- (f) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act*, (Canada), R.S.C. 1985, c. B-3;
- (g) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (h) is declared to lack capacity and an Enduring Power of Attorney (under the *Powers of Attorney Act*, R.S.A. 2000, Chapter P-20) and/or Personal Directive (under the *Personal Directives Act*, R.S.A. 2000, Chapter P-6) is invoked;
- (i) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;
- (j) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;
- (k) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (l) he ceases to qualify for membership pursuant to Bylaw 9;
- (m) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c), (d) or (e) above, makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- (n) is refused bonding, at a reasonable premium, by a recognized bonding institution;
- (o) or Spouse of the member, commences or threatens in writing to commence any legal proceedings against the Board or the Corporation;
- (p) violates any code of conduct or privacy policy as established by the Board; or

- (q) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such shorter or longer date as may be specified in the said notice.

17. REMOVAL FROM BOARD

The Corporation may by Ordinary Resolution remove a member of the Board before the expiration of the member's term of office and appoint another individual in the member's place to hold that office for the remainder of the term.

18. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 16, the appropriate Phase may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 9.

19. QUORUM FOR BOARD

A quorum of the Board is a majority of its members and where appropriate, shall only be a majority of the members of the Crossbow Landing or Crossbow Point Board. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

20. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual General Meeting of the Corporation, the Board shall:

- (a) elect from among its members a President, a Vice-President, a Treasurer and/or Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed.
- (b) where the annual General Meeting is held in an odd numbered year, then the President and the Secretary shall be elected from the Crossbow Landing Board, and the Vice President and the Treasurer shall be elected from the Crossbow Point Board;
- (c) where the annual General Meeting is held in an even numbered year, then the Vice President and the Treasurer shall be elected from the Crossbow Landing Board, and the President and the Secretary shall be elected from the Crossbow Point Board;
- (d) the President shall be the Chairperson of the Board and shall not have a casting vote to break a tie. In the event of a tie vote, the motion/resolution is defeated.
- (e) a person ceases to be an officer of the Corporation if they cease to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members (subject to and in accordance with the above), a person to fill that office for the remainder of the term.

21. CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution to hold the meeting in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board

22. DUTIES OF OFFICERS

The duties of the officers of the Board and each of the Crossbow Landing and Crossbow Point Boards shall be as determined by the respective Board from time to time.

23. VOTES OF BOARD

Voting by Board members and each of the Crossbow Landing and Crossbow Point Boards shall be governed as follows:

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held and shall be ratified and documented into the minutes at the next scheduled meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest and refrain from voting on such agreement or transaction.
- (e) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.
- (f) On any matter that affects only Crossbow Landing, the Board shall adopt the recommendations put forward by the Crossbow Landing Board, and on any matter that affects only Crossbow Point, the Board shall adopt the recommendations put forward by the Crossbow Point Board.
- (g) On any matter that affects or requires the participation of both Crossbow Landing and Crossbow Point, the Board shall decide the issue based on the good of the whole Corporation. In any joint meeting of both Crossbow Landing and Crossbow Point Boards, voting rights shall be equal regardless of the number of actual attendees from each Phase at such joint meeting.

24. FURTHER POWERS OF BOARD

The Board and each of the Crossbow Landing and Crossbow Point Boards MAY:

- (a) meet together or separately by Phase in person or by telephone, video conference call, or other electronic means for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by them, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President or the Vice President on such notice as they may specify without the necessity of the President or Vice President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation or the respective Phase such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation and the respective Phase;
- (c) subject to any legally valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) collectively or with respect to each Phase separately, obtain and retain by contract the services of a Manager(s) or of any professional real property management firms or agents for such purposes (INCLUDING, but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board with such Manager(s) to be reasonably fit and suited to perform such duties. The Manager(s) contracted by the Board need not devote their full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. Under such contract, if a Manager handles money for a Phase or the Corporation, the contract shall require the Manager to arrange crime/fidelity bond insurance under the Corporation's insurance policy to protect the Phase or the Corporation. The fidelity bond is then owned by, paid for by and in the name of the Phase or the Corporation and for the benefit of the Phase or the Corporation, and such crime coverage insurance or bond shall cover malfeasance by a Manager, the directors and officers or its employees and shall be in the amount required by the Corporation but in any event at least the sum of:
 - (i) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and
 - (ii) the maximum balance of the operating account during the previous twelve (12) month period;

The amount of the fidelity bond(s) or crime coverage insurance shall be reviewed at least once every two (2) years;

- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

25. ADDITIONAL DUTIES OF THE BOARD

- A. The Board and each of the Crossbow Landing and Crossbow Point Boards SHALL:
- (a) subject to any legally valid restrictions or directions given pursuant to an Ordinary Resolution passed at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
 - (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
 - (c) keep minutes of General Meetings and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have notified their interests to the Corporation;
 - (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
 - (e) deposit all money paid to the Corporation and each Phase, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation and/or each Phase within three (3) banking days of receipt and all money paid to the Corporation and each Phase is deemed to be held in trust for the performance of the duties and obligations of the Corporation and each Phase in respect of which the payment was made;
 - (f) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board or each Board as appropriate;
 - (g) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation and each Phase, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
 - (h) maintain financial records of all the assets, liabilities and equity of the Corporation and each Phase;
 - (i) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member or the Manager;

- (j) at least once a year, cause the books and accounts of the Corporation to be audited, reviewed or compiled by an independent Chartered Professional Accountant to be selected at each annual General Meeting of the Corporation and, with respect to such audit, review or compilation, the following will apply:
 - (i) audited, reviewed or compiled Financial Statements showing the receipts of contributions of all Crossbow Landing Owners towards the Crossbow Landing Common Expenses, Administrative Expenses and disbursements shall be completed for Crossbow Landing (the "Crossbow Landing Report");
 - (ii) audited, reviewed or compiled Financial Statement showing the receipts of contributions of all Crossbow Point Owners towards the Crossbow Point Common Expenses, Administrative Expenses and disbursements shall be completed for Crossbow Point (the "Crossbow Point Report");
 - (iii) additionally, a consolidated report consisting of the Crossbow Landing Report, the Crossbow Point Report and the results of all other revenues, costs and expenses of the Corporation (the "Consolidated Report") shall be completed; and
 - (iv) a copy of the Crossbow Landing Report and the Consolidated Report shall be distributed to each Crossbow Landing Owner and to each mortgagee of a Crossbow Landing Unit who has, in writing, notified its interest to the Corporation, within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. A copy of the Crossbow Point Report and the Consolidated Report shall be distributed to each Crossbow Point Owner and to each mortgagee of a Crossbow Point Unit who has, in writing, notified its interest to the Corporation, within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The Auditor's Report, Review Engagement Report or a Compilation Report with respect to each of the Crossbow Landing Report, the Crossbow Point Report and the Consolidated Report shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- (k) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation in each respective Phase;
- (l) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (m) within thirty (30) days from the conclusion of the Corporation's annual General Meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of each member of the Board;
- (n) promptly following a change in the membership of the Board or a change in the name of a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the change;

- (o) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation;
- (p) upon request and if required by the Canada Revenue Agency, file or cause to be filed a Statement of G.S.T., a corporate tax return and/or an updated annual non-profit information return for the Corporation;
- (q) upon request of an Owner, purchaser or mortgagee of a Unit, the Corporation or each Board, as appropriate, shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - (i) the particulars of:
 - A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
 - B) any unsatisfied judgment or order for which the Corporation is liable; and
 - C) any written demand made on the Corporation for an amount in excess of five thousand dollars (\$5,000.00) that, if not met, may result in an action being brought against the Corporation;
 - (ii) a statement setting out the amount of the Capital Replacement Reserve Fund;
 - (iii) a statement setting out the amount of the contributions and the basis on which that amount was determined;
 - (iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;
 - (v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
 - (vi) the particulars or a copy of any subsisting or prior management agreement;
 - (vii) the particulars or a copy of any subsisting recreational agreement;
 - (viii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - (ix) a copy of the budget of the Corporation;
 - (x) a copy of the annual financial statements;

- (xi) a copy of the Bylaws;
 - (xii) in respect of a particular fiscal year, a copy of:
 - A) all approved minutes (of proceedings) of all General Meetings of the Corporation, if available;
 - B) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request; and
 - C) approved minutes of Board meetings;
 - (xiii) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xiv) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a parking stall or storage unit;
 - (xv) a consolidation of all the rules made by the Corporation under section 32.1 of the Act;
 - (xvi) a list of the names and addresses for service of the members of the Board;
 - (xvii) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
 - (xviii) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
 - (xix) copies of insurance certificates held by the Corporation;
 - (xx) the current standard SIUD for the Residential Units;
 - (xxi) copies of policies of insurance held by the Corporation; and
 - (xxii) copies of reserve fund plans, reserve fund reports and annual reports.
- B. The Corporation may provide any prescribed information requested under this Bylaw in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.
- C. The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, or making the books of account available for inspection, shall be entitled to charge fees for the production thereof in accordance with the Regulation, or for making the books of account available for inspection.

26. DEFECTS IN APPOINTMENT TO BOARD

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

27. SIGNING AUTHORITIES AND CORPORATE SEAL

- (a) The Board shall determine, by resolution from time to time, the manner in which an officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize any Manager(s) to sign the same with or without co-signing by any officer or officers.
- (b) The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Crossbow Landing Board and one member of the Crossbow Point Board or by the persons as may be authorized from time to time by resolution of the Board.

28. CLARIFICATION OF ROLES

- (a) Notwithstanding any other Bylaw or any provision of the Act, any and all powers, duties, rights, obligations, covenants and agreements on the part of the Corporation and/or the Board contained either in these Bylaws, in the Act or pursuant to the general law shall:
 - (i) be read as being the responsibility of the Crossbow Point Board with respect to the Crossbow Point Units and the Crossbow Point Parcel; and
 - (ii) be read as being the responsibility of the Crossbow Landing Board with respect to the Crossbow Landing Units and the Crossbow Landing Parcel,

with the exception of the Common Roadway which shall be the responsibility of the Corporation through the combined Boards.
- (b) The Owners of the Crossbow Landing Units shall be responsible for electing one-half ($\frac{1}{2}$) of the directors of the Board, and those persons shall be deemed to constitute the Crossbow Landing Board. The Crossbow Landing Board shall, subject to these Bylaws, be responsible for administration of the Common Property and the Corporation's Units located on the Crossbow Landing parcel.
- (c) The Owners of the Crossbow Point Units shall be responsible for electing one-half ($\frac{1}{2}$) of the directors of the Board, and those persons shall be deemed to constitute the Crossbow Point Board. The Crossbow Point Board shall, subject to these Bylaws, be responsible for administration of the Common Property and the Corporation's Units located on the Crossbow Point parcel.

V. OWNERS' MEETINGS

29. CONVENING SPECIAL GENERAL MEETINGS

The Crossbow Landing and Crossbow Point Boards may, whenever they think fit, and shall, upon a requisition in writing:

- (a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Crossbow Landing or Crossbow Point Units;
- (b) from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors;
- (c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene a special General Meeting of either the Crossbow Landing Unit Owners or the Crossbow Point Unit Owners. Such meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

30. ANNUAL AND SPECIAL GENERAL MEETINGS

An annual General Meeting shall be held Annually. Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. General Meetings shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location, or, alternatively, may be convened by the Board by electronic means in accordance with the Act.

31. NOTICE OF GENERAL MEETINGS

Notices of General Meetings shall be as follows:

- (a) a minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of Special Business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation;
- (b) in the case of General Meetings affecting only Crossbow Landing or Crossbow Point, notice as described above shall only be given to Owners and mortgagees who have notified their interests to the Corporation in the affected Phase;
- (c) notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat; and
- (d) in computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to

vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

32. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

- (a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;
- (b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business. For clarity, resolutions duly raised at a General or Phase meeting without prior notice, are not Special Business and if passed by the meeting shall not be considered binding on the Board of the Corporation;
- (c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- (d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board, and may be held in person or by electronic means, at the Board's discretion;
- (e) a person attending a General Meeting by electronic means who is entitled to vote at the meeting may vote by electronic means that the Corporation has made available for that purpose, and is deemed to be present in person at the General Meeting;
- (f) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum; and
- (g) within sixty (60) days after an annual General Meeting, the Corporation shall provide to any Owner or mortgagee who has given notice to the Corporation, the approved or draft minutes of the annual General Meeting.

33. QUORUM FOR GENERAL MEETINGS

Except as otherwise provided in these Bylaws, no business shall be transacted at any Phase or General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and persons representing not less than twenty-five (25%) percent of all Residential Units for the Phase or the Corporation as required, present in person or by proxy shall constitute a quorum. A Residential Unit may be represented by any one Owner or proxy.

34. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for five (5) minutes to allow further Owners or members to attend on the same day at the same place, and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

35. CHAIRPERSON FOR GENERAL MEETINGS

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

36. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at General Meetings, and as far as is appropriate at all special meetings, shall be:

- (a) if the President and Vice-President of the Board shall be absent or elect to vacate the chair or refuse to act, the election of the Chairperson of the meeting;
- (b) call to order by the Chairperson, certifying proxies and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors;
- (i) unfinished business;
- (j) resignation of the Board whose terms have expired;
- (k) election of Crossbow Landing Board and the Crossbow Point Board as required;
- (l) new business; and
- (m) adjournment.

37. VOTING AT GENERAL MEETINGS

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of

the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

38. POLL VOTES

A poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairperson of the meeting is not entitled to a casting vote to break a tie. In the event of a tie vote, the motion/resolution is defeated. A demand for a poll may be withdrawn.

39. VOTING CALCULATION

Voting calculation shall be as follows:

- (a) On a show of hands, each Unit is entitled to one vote.
- (b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.
- (c) Notwithstanding anything to the contrary herein contained, the Chairperson, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.
- (d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

40. VOTES PERSONALLY OR BY PROXY

Votes at any Phase or General Meeting may be given either personally or by proxy.

41. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting. A proxy need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner. Any proxy may be revoked by notice in writing filed with the Board before the time of the meeting or by the appointer's attendance at the meeting. The Chairperson of the meeting shall rule on the validity of any proxy.

42. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation with respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 33.

43. VOTE BY CO-OWNERS

Votes by Co-Owners will be governed by the following manner:

- (a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.
- (b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

44. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by an Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

45. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

46. TRUSTEE VOTE

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

47. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contributions payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

48. MEETINGS OF CROSSBOW LANDING AND CROSSBOW POINT

The Boards of Crossbow Landing and Crossbow Point shall hold such meetings as are required to carry out their functions from time to time and all of the provisions of these Bylaws relating to the meetings of directors or Owners shall apply *mutatis mutandis* to the respective Phase.

49. ANNUAL MEETINGS OF CROSSBOW LANDING AND CROSSBOW POINT OWNERS

If the Boards of Crossbow Landing and Crossbow Point deem it advisable, there may be separate meetings of the Owners in each Phase for the following purposes:

- (a) Reporting to the Owners as to all matters affecting their respective Phase; and
- (b) Nominating and electing members of the respective Phase Board.

All of the provisions of the Bylaws relating to the calling and procedures at annual General Meetings shall apply *mutatis mutandis* to the calling and procedures of Phase annual or special meetings.

VI. BYLAW ENFORCEMENT

50. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any policies and rules established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation. Any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his own client full indemnification basis, 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 assessment of such Owner 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 both before and after judgment at the Interest Rate until paid.
- (b) 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 is required to expend as a result of any infraction or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, his servants, agents, licensees, invitees or tenants for which ten (10) days' prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis. 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 rights and the exercise of his remedies.
- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary

or monetary sanction, the initial monetary sanction to be up to Five Hundred (\$500.00) Dollars with a subsequent monetary sanction of up to One Thousand (\$1,000.00) Dollars to a total maximum amount of Five Hundred (\$500.00) Dollars for the first week for the first instance of non-compliance, and One Thousand (\$1,000.00) Dollars for each subsequent week or each week of any subsequent non-compliance (or such greater or lesser amount as may be permitted by the Act or Regulations thereto), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.

- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 66.C may contact the Municipal Parking Authority or a private towing company requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The vehicle owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Common Property by such violation.

51. MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

VII. DAMAGE AND INSURANCE

52. DAMAGE OR DESTRUCTION

Damage or destruction shall be governed by the Board in the following manner:

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial

damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property in Crossbow Landing or Crossbow Point immediately prior to the occurrence. Prior to making any determination under this subparagraph 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 special General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.

- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Crossbow Landing or Crossbow Point Board, as appropriate, shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The applicable Board shall cause the proceeds of all insurance policies to be disbursed 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 or Administrative Expense and the Board may assess the Owners in Crossbow Landing or Crossbow Point, as appropriate, for such deficiency as part of the Common Expenses or Administrative Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense or Administrative Expense attributable to Crossbow Landing or Crossbow Point, as appropriate, unless otherwise charged to an Owner pursuant to these Bylaws.
- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board may, on behalf of the Owners make application 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:
 - (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - (ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any personal property or contents of any nature or kind in or upon a Unit or building on a Unit or in or upon any part of the Common Property designated for the exclusive use of any Owner.
- (e) 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, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.

- (f) Subject always to Section 24 of the Act, 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 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.
- (g) Notwithstanding anything to the contrary herein expressed or implied:
- (i) Each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:
- A) himself;
 - B) members of his family;
 - C) his tenants or members of their families;
 - D) his invitees and contractors or licensees;
 - E) his pets; or
 - F) non-reporting of any damage to or repair or maintenance required that, if not repaired, remedied or rectified, may result in further damage to or further repair or maintenance required to any Unit or Common Property for which the Corporation is responsible;
- that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by the Corporation, whether required or not).
- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible to repair) or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

53. INSURANCE

The insurance of the Corporation shall be governed by the following terms:

- (a) The Crossbow Landing Board and the Crossbow Point Board, on behalf of each Phase of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:

- (i) fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
- A) all of the insurable Common Property of Crossbow Landing and Crossbow Point, including the Recreational Facility in each Phase;
 - B) all insurable property of each Phase, both real and personal of any nature whatsoever;
 - C) to the standard Unit as determined by the most recently approved SIUD, all of the Crossbow Landing Units and the Crossbow Point Units, including all bathroom and kitchen fixtures but excluding all Improvements and Betterments made to the Units AND FURTHER EXCLUDING all furnishings, appliances that are not affixed to the Unit, chattels, carpeting, wall coverings, window coverings, drapes, blinds, and other personal property of each Owner whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds:
 - 1) all Owners from time to time;
 - 2) all mortgagees who have given written notice to the Corporation;
 - 3) the Corporation; and
 - 4) the Board of Directors and any person referred to in Bylaw 24 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;
- (ii) boiler and vessel insurance if any boilers and vessels exist;
- (iii) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iv) Directors and Officers Liability Coverage, in amount not less than five Million (\$5,000,000.00) Dollars and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;

- (v) liability insurance for each Phase arising out of a breach of duty as the occupier of the Common Property;
 - (vi) liability insurance for each Phase arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
 - (vii) such other insurance and coverage for such other risks or causes as each Board may determine or as may be determined by Special Resolution;
 - (viii) for the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 53 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, and a deductible in an amount agreed to by the Board and the insurer; and
 - (ix) EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO THEIR UNIT, ALL FURNISHINGS, ALL APPLIANCES THAT ARE NOT AFFIXED TO THE UNIT, ALL PERSONAL PROPERTY AND ANY RENTAL REVENUE.
- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- (i) that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all Insureds;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - (iv) a waiver by the insurer, in so far as is possible and required by the Act, of its rights of subrogation against the Corporation, the Board, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - (v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
 - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;
 - (vii) the policy shall be written on a stated amount basis;

- (viii) a cross-liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each Insured as if a separate policy had been issued to each Insured; and
 - (ix) subject to sub-clause (h) below, the Corporation shall obtain and pay for all glass insurance for the Project.
- (c) Annually, the Crossbow Landing and Crossbow Point Boards shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units and all of the property of the Corporation for which the applicable Phase is responsible. A copy of such appraisal or appraisal update shall be delivered upon request to each mortgagee who has given written notice of its mortgage to the Corporation. The Crossbow Landing and Crossbow Point Boards shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any other property of the Corporation for which the applicable Phase is responsible, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Corporation of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The Master policy of all insurance coverage shall be retained by the Crossbow Landing Board and the Crossbow Point Board in their offices and shall be available for inspection by any and all of the Insureds upon reasonable request.
- (e) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the applicable Phase of the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Crossbow Landing or Crossbow Point Board, as appropriate, or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the applicable Phase of the Corporation.
- (f) Owners shall carry insurance with respect to deductibles payable to the Corporation in accordance with the Act in an amount not less than the Corporation's insurance deductible.
- (g) Any insurance carried by the Owners on their own Units shall provide that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner AND PROVIDED FURTHER THAT neither the Corporation nor the Crossbow Landing Board nor the Crossbow Point Board shall be required or have any duty to insure the rental revenue of Owners, the interests of tenants against liability

or other risks, or the interests of tenants or Owners for their Improvements and Betterments, belongings, contents, appliances that are not affixed to the Unit, or other property. The insuring of any Improvements and Betterments, rental revenue, belongings, contents, appliances that are not affixed to the Unit or other property within a Unit or on any Privacy Area is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation nor the Crossbow Landing Board nor the Crossbow Point Board to repair any damage to any Improvements and Betterments, belongings, contents, appliances that are not affixed to the Unit or other property within or to the Unit, however caused.

- (h) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Crossbow Landing or Crossbow Point Board, in its sole discretion and acting reasonably, determines that:
- (i) an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or potential claim; or
 - (ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit;

the Corporation or the Crossbow Landing Board or the Crossbow Point Board, may recover the deductible portion of the claim and any other losses or damages by the Corporation (whether a claim is made or not) from that Owner. Such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith and with the collection thereof (including legal costs on a solicitor and his own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

54. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, Manager, officer or employee and his heirs, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. All members of the Board must be insured by crime coverage insurance or bonded to cover malfeasance by the Board by a recognized bonding institution in an amount at least the sum of:

- (a) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and

- (b) the maximum balance of the operating account during the previous twelve (12) month period.

The Corporation shall review the amount of its crime coverage insurance or fidelity bond(s) at least once every two (2) years.

VIII. COMMON EXPENSES AND PAYMENTS

55. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The particulars that govern the contributions for Common Expenses and budgets shall include that:

A. SHARED OPERATING EXPENSES

- (a) The Shared Operating Expenses shall be paid by all Owners in proportion to the Unit Factors for their respective Units or as otherwise set forth herein. Without limiting the generality hereof, the Shared Operating Expenses shall include any of the following, which are not included strictly in the Common Expenses of a particular Phase:
 - (i) All levies or charges on account of water, sewer, gas, and fuel supplied to the Corporation for the Project for the benefit of all Owners and not charged directly to Crossbow Landing or Crossbow Point;
 - (ii) All insurance costs in respect of the insurance for which the Corporation (and not exclusively Crossbow Landing or Crossbow Point) is responsible under these Bylaws and/or the Act;
 - (iii) Management fees and Insurance Trustee fees, if any;
 - (iv) All costs of and charges for all manner of administration, consultation, professional and servicing assistance required by the Corporation (and not exclusively Crossbow Landing or Crossbow Point) including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees, disbursements and other charges;
 - (v) The cost of maintaining fidelity bonds or crime coverage insurance as required by Act and provided in these Bylaws;
 - (vi) All levies or charges on account of maintenance, improvement, operation, repair or restoration of the portions of the Common Property used for the benefit of all Owners; and
 - (vii) All costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.

B. CROSSBOW LANDING AND CROSSBOW POINT COMMON EXPENSES

- (a) The Crossbow Landing Common Expenses and the Crossbow Point Common Expenses shall be budgeted for and paid by the Owners in each Phase in

proportion to the Unit Factors for their respective Units in their respective Phase or as otherwise set forth herein. Without limiting the generality hereof, the Common Expenses for Crossbow Landing and Crossbow Point shall include any of the following:

- (i) All levies or charges on account of any garbage, recycling and/or organic materials removal, water, sewer, gas and fuel services supplied to each Phase and for the benefit of all Owners in that Phase and not charged directly to any one Owner in that Phase either by meter or otherwise;
- (ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of Crossbow Landing or Crossbow Point;
- (iii) All charges for cleaning or sweeping of parking areas, lawn maintenance, landscaping, and for clearing snow and debris from the Common Property of Crossbow Landing or Crossbow Point as designated by these Bylaws;
- (iv) All charges incurred by Crossbow Landing or Crossbow Point on account of maintenance, improvement, operation, repair or restoration of the Recreational Facility in each Phase, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 52 or 53;
- (v) All charges on account of light standards and poles and lighting fixtures situated on any Common Property Unit or in a Privacy Area situate in Crossbow Landing or Crossbow Point. Owners shall be responsible to change bulbs in light fixtures in Privacy Areas;
- (vi) All charges on account of maintenance for any Unit owned by the Corporation but attributable to either Crossbow Landing or Crossbow Point, or those portions of a Unit, or Common Property of Crossbow Landing or Crossbow Point for which the Corporation is responsible under these Bylaws;
- (vii) All costs of furnishings, tools and equipment for use in and about Crossbow Landing or Crossbow Point of the Project including the repair, maintenance or replacement thereof;
- (viii) All insurance costs in respect of the insurance for which Crossbow Landing or Crossbow Point is responsible under these Bylaws and/or the Act;
- (ix) All charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit or the Common Property in either Crossbow Landing or Crossbow Point, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 52 or 53;
- (x) All costs of and charges for all manner of consultation, professional and servicing assistance required by either Crossbow Landing or Crossbow Point including without limiting the generality of the foregoing all legal,

accounting, auditing and engineering, all replacement reserve fund studies, reserve fund reports, including all fees and disbursements related to any such services for either Crossbow Landing or Crossbow Point, respectively;

- (xi) All reserves for repairs and replacement of Common Property and Units the repair or replacement of which is the responsibility of either Crossbow Landing or Crossbow Point;
 - (xii) All costs of maintenance of the exterior walls, roof and other structural components of the building;
 - (xiii) The cost of maintaining fidelity bonds or crime coverage insurance for either Crossbow Landing or Crossbow Point as provided in these Bylaws;
 - (xiv) The cost of borrowing money for the purpose of carrying out the duties and objects of Crossbow Landing or Crossbow Point;
 - (xv) The allocable or *pro rata* portion of the cost of any electricity taken from any exterior electrical outlet which is billed directly to an Owner in either Crossbow Landing or Crossbow Point by the provider of such electricity and which is used by either Crossbow Landing or Crossbow Point for purposes of operating or maintaining their Common Property; and
 - (xvi) All costs whatsoever of Crossbow Landing or Crossbow Point incurred in connection with the Common Property or in furtherance of any valid purpose of Crossbow Landing or Crossbow Point or in the discharge of any obligation of Crossbow Landing or Crossbow Point.
- (b) At least thirty (30) days prior to the end of each fiscal year, either the Crossbow Landing or Crossbow Point Board shall deliver or mail to each Owner in the respective Phase at the municipal address of his Unit or at any other address for service for an Owner provided to the Corporation:
- (i) a copy of the proposed budget for the Crossbow Landing or Crossbow Point Operating Expenses for the ensuing fiscal year; and
 - (ii) a notice of the proposed assessment for his contribution towards either the Crossbow Landing or Crossbow Point Operating Expenses for the said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units in each Phase EXCEPT, in the sole discretion of the Board, acting reasonably:
 - A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; or
 - B) any expenses, as the Board may determine, that relate directly and solely to the maintenance, operation, repair, replacement or restoration of all or part of the Common Property or of any one or more Units, and not all the Units, may be charged and shall be paid solely by the recipient Unit Owners of such maintenance, improvement, operation, repair, replacement or restoration, as the Board may determine.

- (c) The Board, acting reasonably, may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment shall be notified to the Owner or Owners being assessed and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (d) Each year the Crossbow Landing Board and the Crossbow Point Board shall set out in the budget an amount for a Capital Replacement Reserve Fund for each Phase to provide for contingencies and replacements of the Units and the Common Property in that Phase (each such fund will be respectively referred to herein as the "Crossbow Landing Reserve Fund" and the "Crossbow Point Reserve Fund"). The Crossbow Landing Reserve Fund and the Crossbow Point Reserve Fund may be used by the respective Crossbow Landing Board and the Crossbow Point Board for the repair or replacement of any real and personal property owned by the Corporation and the Common Property which is within each respective Board's jurisdiction pursuant to these Bylaws.
- (e) The Crossbow Landing or Crossbow Point Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by Crossbow Landing or Crossbow Point and the Common Property, but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. At least annually, the Board of Crossbow Landing and Crossbow Point shall pass a resolution and transfer the required funds from its operating account into the Capital Replacement Reserve Fund account for Crossbow Landing or Crossbow Point, respectively. Each of the Crossbow Landing Unit Owners, on the one hand, and each of the Crossbow Point Unit Owners, on the other hand, shall indemnify and save harmless each other from and against any loss, claim, damage, expense or action brought against them by reason of one of the Boards and corresponding Unit Owners not maintaining an adequate Reserve Fund whether pursuant to the Act or these Bylaws.
- (f) The Operating Expenses for Crossbow Landing and Crossbow Point set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation. If requested by the Corporation, an Owner shall provide pre-authorized debit information and subscribe to an automated debit service or provide twelve (12) post-dated cheques for the payment of such instalments.
- (g) All payments of whatsoever nature required to be made by each Owner and not paid on the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- (h) The Corporation shall, on the application of an Owner, purchaser or mortgagee, or the solicitor of any Owner, purchaser or mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:

- (i) the amount of any contribution determined as the contribution of the Owner;
- (ii) the manner in which the contribution is payable;
- (iii) the extent to which the contribution has been paid by the Owner; and
- (iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.

- (i) The omission by either the Crossbow Landing or Crossbow Point Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special levies, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Crossbow Landing or Crossbow Point Operating Expenses or Administrative Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- (j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.
- (k) Notwithstanding the provisions by Bylaw 55 (which constitute the determination of all Common Expenses) each of the Crossbow Landing Board and the Crossbow Point Board shall each maintain a separate and distinct set of books and records relating to budgeted expenses, revenues, actual expenses and Unit Factor apportionments among their respective Owners. All Common Expenses which are attributable to the Crossbow Point Units, the Crossbow Point Property and amenities located on the Crossbow Point Parcel shall be borne by and apportioned solely among the Crossbow Point Units in proportion to their respective Unit Factors. All Common Expenses attributable to the Crossbow Landing Units, the Crossbow Landing Common Property and amenities located on the Crossbow Landing Parcel shall be borne by and apportioned solely among the Crossbow Landing Units in proportion to each of their respective Unit Factors. All other Common Expenses attributable to the Parcel as a whole including portions of the Common Property or the Corporation's Units shall be apportioned as follows (provided that any Common Expense not mentioned in the following chart shall be apportioned by the whole Board, acting reasonably, and based upon the use of the Common Expense by the Crossbow Point Units and Crossbow Landing Units, as the case may be):

	Crossbow Point Units	Crossbow Landing Units
Maintenance:		
Landscaping (including irrigation/sprinkler system) for Crossbow Landing Parcel	0%	100%
Landscaping (including irrigation/sprinkler system) for Crossbow Point Parcel	100%	0%
Common Property (other than landscaping and roadway maintenance) for Crossbow Landing Parcel	0%	100%
Common Property (other than landscaping and roadway maintenance) for Crossbow Point Parcel	100%	0%
Exercise and Club Room/Amenity Building for Crossbow Landing Parcel	0%	100%
Exercise and Club Room/Amenity Building for Crossbow Point Parcel	100%	0%
Parkade Maintenance for Crossbow Landing Parcel	0%	100%
Parkade Maintenance for Crossbow Point Parcel	100%	0%
Water and Sewer Services and Maintenance for the whole Parcel	50%	50%
Road Maintenance (Common Roadway)	50%	50%
Snow Removal for Crossbow Landing Parcel	0%	100%
Snow Removal for Crossbow Point Parcel	100%	0%
Elevator Maintenance for Crossbow Landing Buildings	0%	100%
Elevator Maintenance for Crossbow Point Buildings	100%	0%
Mechanical and Heating Maintenance for Crossbow Landing Buildings	0%	100%

	Crossbow Point Units	Crossbow Landing Units
Mechanical and Heating Maintenance for Crossbow Point Buildings	100%	0%
Exterior and Structural Repairs and Maintenance to Crossbow Landing Buildings	0%	100%
Exterior and Structural Repairs and Maintenance to Crossbow Point Buildings	100%	0%
Utilities:		
Electricity, Water/Sewer, Gas, Phone/Elevator/Intercom for Crossbow Landing Buildings	0%	100%
Electricity, Water/Sewer, Gas, Phone/Elevator/Intercom for Crossbow Point Buildings	100%	0%
Garbage Removal - Crossbow Landing Parcel	0%	100%
Garbage Removal - Crossbow Point Parcel	100%	0%
Administration:		
Management Fee - Crossbow Landing Parcel	0%	100%
Management Fee - Crossbow Point Parcel	100%	0%
Legal, Accounting and Bank Charges for Crossbow Landing Units	0%	100%
Legal, Accounting and Bank Charges for Crossbow Point Units	100%	0%
Inspection:		
Elevator Inspections, Fire Alarm, Cross Connection and CO ₂ for Crossbow Landing Buildings	0%	100%
Elevator Inspections, Fire Alarm, Cross Connection and CO ₂ for Crossbow Point Buildings	100%	0%

	Crossbow Point Units	Crossbow Landing Units
Insurance (including liability):		
Crossbow Landing Parcel (See Bylaw 53)	0%	100%
Crossbow Point Parcel (See Bylaw 53)	100%	0%
Common Roadway	50%	50%
Realty Taxes (including local improvements):		
Corporation's Units on Crossbow Landing Parcel	0%	100%
Corporation's Units on Crossbow Point Parcel	100%	0%
Other:		
Reserve Fund for Crossbow Point Units	100%	0%
Reserve Fund for Crossbow Landing Units	0%	100%
Combined Consolidated Financial Statements	50%	50%

Notwithstanding any other provision contained in these Bylaws to the contrary or otherwise, where an obligation, expense, cost, levy or tax is referred to as being against or in respect of a particular Parcel (i.e. Crossbow Landing or Crossbow Point) it shall be deemed to refer to that land area encompassed by the respective Parcel as outlined in the Condominium Plan.

56. SPECIAL LEVIES

The following provisions apply:

- (a) The Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:
 - (i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property;
 - (ii) to cover unexpected shortfalls in the operating account;
 - (iii) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations;

- (iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;
 - (v) to satisfy a judgment against the Corporation; or
 - (vi) for any other purpose provided for in the Regulation.
- (b) A resolution of the Board to approve a special levy must set out the following:
- (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) either:
 - A) the method of determining each Unit's proportionate share of the special levy by Unit Factor; or
 - A) the method of determining each Unit's proportionate share of the special levy on a basis other than by Unit Factor, if the Board has elected to use another method as is provided for in these Bylaws; and
 - (iv) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.
- (c) If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.
- (d) As soon as possible after the passing of a resolution referred to in Bylaw 48(a) above, the Board must inform each Owner of the following:
- (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) the method of determining each Unit's proportionate share of the special levy;
 - (iv) the amount of the Owner's Unit's share of the levy; and
 - (v) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.
- (e) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in Bylaw 48(a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.
- (f) All such special levies shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

57. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALMENTS AND PAYMENTS

Default in payment of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments and payments shall be governed by the following terms:

- (a) The Crossbow Landing Board and the Crossbow Point Board shall have the autonomy to proceed pursuant to this Bylaw independent of the other Phase Board, as the case may be;
- (b) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution, assessment, special levy, instalment or payment due to the Corporation. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, special levy, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, special levy, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, special levy, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, special levies, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis full indemnification basis from such defaulting Owner;
- (c) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and his own client full indemnification basis and Administrative Expenses and fees (including NSF charges or any returned automatic bank debit) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, special levies, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Sections 39(1)(a)(ii) and 39.1(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, special levies, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (d) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, special levy, instalment or payment after the

expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;

- (e) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, special levy, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (f) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, special levies, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the *Limitations Act*, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years;
- (g) In the event of any assessment or levy against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Crossbow Landing or the Crossbow Point Board, as the case may be, at its election, may accelerate the remaining monthly contributions, assessments, special levies, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, special levies, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and
- (h) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

58. NOTICE OF DEFAULT TO MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

IX. MISCELLANEOUS**59. ESTOPPEL CERTIFICATE**

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or a Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

60. LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

- (a) In the event that any Owner desires to lease or rent his Unit he shall:
 - (i) furnish to the Crossbow Landing Board or Crossbow Point Board, as the case may be, written notice of the Owner's intent to lease or rent the Unit and the term of the rental or lease, and provide the respective Board with:
 - A) the address at which the Owner may be served with any notice given by the respective Board; and
 - B) the name, telephone contact information, electronic mail address and the vehicle make, model and license plate number of the vehicle for the tenant or proposed tenant;
 - (ii) provide the tenant with a copy of the Bylaws, and provide the respective Board an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 66.E and signed by the proposed tenant or Occupant, that the proposed tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the tenant must provide to the Board a certificate of insurance evidencing existence of a tenant's insurance policy within twenty (20) days of occupancy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed tenant or Occupant with respect to such obligations;
- (b) Within twenty (20) days after ceasing to rent the Owner's Unit, the Owner shall give written notice to the Corporation that the Owner's Unit is no longer rented.
- (b) The Corporation IS HEREBY AUTHORIZED TO:
 - (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Corporation of its use;

- (ii) give notices to give up possession under Section 54 of the Act; and
 - (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (c) No tenant shall be liable for the payment of contributions, assessments, Common Expenses or Administrative Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the Owner.
 - (d) Each Board may charge a fee for security, supervision of move-ins and move-outs, a deposit for the elevator key and for protective padding and a security deposit for damage. The Manager must be given at least seventy-two (72) hours' notice of any move-in or move-out.
 - (e) In accordance with the Municipal bylaws, the Residential Units of Crossbow Landing and Crossbow Point are dwellings to be used as residences. They are designated as per R3-Residential Comprehensive Multiple Unit District in accordance with the Municipal Bylaws. They must not be used as Tourist Homes or for any form of short-term rentals, because Tourist Homes are not allowed in R3 zones.
 - (f) Any use by the Owner of his Unit for short-term vacation purposes rather than as a residence is in violation of this Bylaw. This includes any type of house swapping with any form of payment or without payment.
 - (g) Advertising a Crossbow Landing or Crossbow Point Unit as a vacation rental by any means including but not limited to websites such as Airbnb (or equivalent) is not allowed.
 - (h) The use of a system of reservations, deposits, confirmations, credit cards, electronic payment or other forms of payment for short term rentals is not allowed.
 - (i) Writing a contract for a short-term rental is not allowed.
 - (j) Any Unit identified as being used for a Tourist Home and breaching this Bylaw, the respective Project rules or ignoring the applicable bylaws and policies of the Municipality will be issued a bylaw violation letter by the Manager and a complaint may be filed with the Municipality. Upon resolution, the Boards may impose reasonable monetary and/or non-monetary sanctions as per Bylaw 50 (c).

61. NOTICES

The following provisions apply:

- (a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:

- (i) personally delivered to the recipient;
 - (ii) sent by ordinary or recorded mail to:
 - A) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - B) an alternative address for service provided by the Owner to the Corporation;
 - C) the Corporation at its address for service shown on the Condominium Plan; or
 - D) a mortgagee at its address supplied to the Corporation; or
 - (iii) delivered by electronic mail to an electronic address provided to the Corporation by an Owner.
- (b) Service of any notice referred to in these Bylaws is deemed to have been effected:
- (i) upon the date of delivery if done personally;
 - (ii) on the date on which acknowledgement of receipt of recorded mail is signed;
 - (iii) seven (7) days after the date on which the document is sent by ordinary mail; or
 - (iv) twenty-four (24) hours after the document is sent by electronic means.
- (c) An Owner or a mortgagee shall advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

62. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles as set forth in Bylaw 55, subject to the interests of any mortgagees.

63. PRIVACY AREAS

Privacy Areas shall be governed by the following terms:

- (a) The Owner of a Unit shall have the exclusive use of:

- (i) the balcony or patio area immediately adjacent to and affixed to the Residential Unit;
- (ii) the portion of the Crossbow Landing plaza as assigned by the Crossbow Landing Board to a Crossbow Landing Owner to be used as a patio for such Unit; and
- (iii) if available, an area of the Common Property as assigned by the Board for the purpose of storage;

which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 7. Any landscaping or decoration of Privacy Areas may only be carried out after the express written consent of the Board has been obtained and the maintenance and repair of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use.

- (b) The Crossbow Landing or Crossbow Point Board, as the case may be, in addition to other restrictions set out in these Bylaws, may specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder or may grant further additional exclusive use areas to any Owner.
- (c) While any such Privacy Area is not included in the Condominium Plan as part of a Residential Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such Privacy Area shall be maintained in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board of the applicable Phase shall be responsible for clearing slush, snow and debris from any outside parking areas, the common roadway, driveways, walkways, steps and parkade ramps, and sweeping and painting the parkade and structurally maintaining fences, parking areas, the common roadway, driveways, balconies, patios, all steps and walkways to a standard considered reasonable by the Board.
- (d) If an Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem, then the Crossbow Landing or Crossbow Point Board, as the case may be, or its representative, may order the maintenance corrected and the Owner affected shall reimburse the Corporation for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.
- (e) The term Privacy Area does not include any rail, panel or similar structure bordering any designated Privacy Area.
- (f) The Crossbow Landing or Crossbow Point Board, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of

such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation. Where access is required through a Unit or Privacy Area, a minimum of twenty-four (24) hours' written notice is required except in the case of an Emergency Situation when no notice is required.

64. PROPERTY TAXES

The property taxes and other Municipal and governmental levies or assessments against land, including Units, buildings and improvements comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with the provisions of the Act.

65. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Board, or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member of the Board or to any Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- (b) any member of the Board or an Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; or
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 7(k).

66. USE AND OCCUPANCY RESTRICTIONS

The Use and Occupancy of Units shall be governed by the following:

- (a) In this Bylaw:
 - (i) "Occupant" means a person resident 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 for a period of more than thirty (30) days in any calendar year; and
 - (ii) "Owner" includes a tenant.
- (b) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants in accordance with the Act.
- (c) The restrictions in use of Units have the following purposes:
 - (i) to provide for the health and safety of condominium Occupants;

- (ii) to maintain the Common Property and Units in such a manner as to preserve property values;
- (iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and
- (iv) to develop a sense of community.

A. GENERAL

An Owner or Occupant SHALL NOT:

- (a) use his Unit or Common Property or any part thereof for:
 - (i) any purpose which may be illegal or injurious to the reputation of the Project;
 - (ii) any commercial, professional or other business purposes;
 - (iii) mining of any decentralized digital currency or cryptocurrency, such as bitcoin; or
 - (iv) any purpose involving the attendance of the public at such Unit;

unless such use constitutes an authorized, permitted or discretionary use or approved "class 1 home occupation" as defined in the relevant Municipal bylaw, provided such home occupation does not require deliveries, signage or storage of stock-in-trade and complies with the following:

- A) the commercial purpose shall not attract any retail customer or traffic components;
 - B) the Owner shall first obtain any and all approvals and licenses required by the Municipality;
 - C) the Owner shall first have notified the Board in writing and received Board approval of such activity; and
 - D) no garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board;
- (b) use his Unit, or any part thereof, for licencing, hotel or guest house type purposes including, but not limited to, Airbnb, HomeAway, Tripping, FlipKey, or VRBO;
 - (c) use a Unit to provide a day care centre or commercial baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld;
 - (d) make or permit noise in or about any Unit or the Common Property or allow any odour to emanate or escape from his Unit, his Parking Unit or any storage area, or conduct himself in any manner 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 musical instrument, audio system, power tool or other device shall be used within any Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;

- (e) use or permit the use of his Residential Unit other than for a private residential use, except as may be permitted under the relevant Municipal bylaw as per Bylaw 66.A(a);
- (f) permit his Unit to be occupied as a place of residence by more than six (6) persons (including adults and children) at any given time without the consent in writing of the Board. Upon request, the Board must be advised of the names and number of persons permanently residing in an Owner's Unit;
- (g) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner which will alter the flooring of a Residential Unit or the exterior appearance of the structure comprising his or any other Unit without the prior written consent of the Board. No air-conditioning units are allowed in Crossbow Point Units. No window air-conditioning units are allowed in the Crossbow Landing Units;
- (h) permit laundry (including towels and bathing suits), rugs, blankets or sleeping bags to be hung other than inside the Unit. No mats, shoes, boots or figurines shall be placed in the hallway outside a Residential Unit access door. Door decorations are permitted;
- (i) use or permit any member of his household, guests or visitors to use any portion of the Common Property or Recreational Facility except in strict accordance with any policies and rules therefor which may be established by the Board, which shall include, but not be limited to:
 - (i) housekeeping matters, including removal of garbage and recycling;
 - (ii) fixture, furniture and equipment guidelines and restrictions;
 - (iii) compliance requirements relating to Municipal noise restrictions and bylaws;
 - (iv) limitations on hours of operation;
 - (v) rental rate and deposit requirements;
 - (vi) security requirements; and
 - (vii) any other rules or regulations established by the Board, at its sole discretion.

Any violation of such policies and rules may result in the loss of use of the applicable Common Property or Recreational Facility for a period as decided by the Board;

- (j) erect or place any building, structure, tent or trailer, (either with or without living, sleeping or eating accommodation) on any Parking Unit or on the

Common Property or on any Privacy Area assigned to him without the prior written consent of the Board. No surface or overhead covering shall be applied to any balcony or patio without the prior written consent of the Board. No overnight stays are permitted anywhere on the Project except in a Residential Unit;

- (k) 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, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property to its previous condition prior to such installation as approved by the Board;
- (l) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in any Unit or on the Common Property, normal cleaning products, related household goods, and a natural gas or electric barbeque on a Privacy Area excepted;
- (m) overload the floors, ceilings or wall structures of a Unit;
- (n) do anything or permit anything to be done in his 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, flood, freezing of pipes, or mechanical systems or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (o) allow any windows to remain open in cold weather such that the pipes and mechanical systems freeze or are susceptible to freezing, and in no event shall they be left open when the outside temperature is at a risk of freezing the pipes and the mechanical systems. Thermostats shall not be turned below 15°C (59°F);
- (p) do anything or permit anything to be done by any Occupant in his Unit, or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (q) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (r) deposit customary household garbage outside his Unit other than in the garbage containers or enclosures provided by the Corporation or the Municipality. Additionally:

- (i) all other bulk and hazardous waste items such as discarded household furnishings, electronic equipment, appliances, tires, paint, packing cartons or crates that the Municipality's Solid Waste Services Department will not normally collect shall be removed from the Project by the Owner at his sole cost and expense; and
- (ii) no garbage shall be left outside a Unit or on a Privacy Area or on the Common Property except in the containers as aforesaid;
- (s) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, lock boxes, or other notices or displays of any kind on the Common Property or in or about any Unit or a building in any manner which may make the same visible from the outside of the Unit or the building without the prior written consent of the Board;
- (t) permit any member of his household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- (u) shake blankets, rugs, mops or dusters of any kind nor throw anything out any windows in his Unit, or off balconies or on the Common Property, nor permit anything of this kind to be done;
- (v) allow his Unit or Privacy Area assigned to him to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (w) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (x) dispose of fats, oils, grease, paint, towels, rags, personal hygiene products, wipes or pet litter down sink drains, toilets, floor drains or into any part of the sewer system;
- (y) be responsible for clearing snow other than from the balcony or patio of a Unit. An Owner shall not shovel or brush snow, run water, throw anything onto or allow anything to fall onto the Unit or Privacy Area of another Owner. Snow may be shovelled or brushed off balconies on to Common Property. Seasonal storage of snow removal devices is permitted in a Privacy Area;
- (z) use his balcony or patio or other areas outside of his Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use. Additionally:
 - (i) each Owner will comply with all requests of the Board or its representatives regarding storage of such items;
 - (ii) lawn furniture, flowerpots or a natural gas or electric barbeque are permitted on a balcony or patio;

- (iii) no sofas, freezers, electrical appliances, packing boxes, paints, electronic equipment, appliances or tires shall be stored or used on a balcony or patio;
 - (iv) bicycles are not to be kept on balconies or patios;
 - (v) no unsecured object of any kind shall be placed on a balcony railing or post. If a secured item is allowed by the Board, securing such object must not involve the penetration of the wood or whatever material exists by screws, bolts, or other such fasteners. This applies to railings, posts, spindles, and logs;
 - (vi) no flowerpots shall be hung outside a balcony railing;
- (aa) feed or harbour pigeons, gulls or other birds or squirrels, rabbits, gophers or wildlife from the balcony, patio or windows of his Unit or on the Common Property. No bird feeders or squirrel feeders are allowed anywhere on the Project;
 - (bb) subject to Bylaw 66.A(dd) below, smoke, vape, or allow smoking or vaping of any product or substance anywhere on the Common Property except in an area designated by the Board (if any) and shall:
 - (i) not smoke tobacco inside a Unit unless the Unit is equipped with not less than one (1) professionally manufactured air purifier designed to remove or eliminate allergens and pollutants;
 - (ii) restrict smoke, vapor and other noxious substances from entering adjoining premises;
 - (iii) dispose of smoking material into a fire-retardant receptacle placed on such designated area (if any);
 - (iv) ensure such receptacle is filled with either sand or water; and
 - (v) not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies or anywhere on the Project; and
 - (vi) not smoke in the underground parking garage;
 - (cc) render a Unit unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control. Should an incident arise, the Owner shall inform the Board immediately;
 - (dd) grow or smoke cannabis in a Unit or anywhere on the Common Property;
 - (ee) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners. The Board may charge a fee for security, supervision of move-ins and move-outs, and a security deposit for damage. The Manager must be given at least seventy-two (72) hours' notice of any move-in or move-out;

- (ff) paint, decorate or otherwise alter any portion of any building or a Unit required to be maintained by the Corporation without the prior written consent of the Board;
- (gg) cook on a balcony or patio other than using a natural gas or electric barbeque, that is to be covered at all times when not in use. Barbeques must be installed and operated according to the manufacturer's instructions, including proper clearance to combustibles. If clearance information is not provided, a distance of at least two (2) feet from the building when in use shall be used. No charcoal briquette barbeques, propane gas barbeques, natural gas heaters, smokers, wood burning devices or open fires are allowed anywhere on the Project;
- (hh) use foil, flags, bed sheets, towels, newsprint or other objectionable material on any window. No Owner shall apply any film or tinting to any window visible from the exterior of the building without the prior written approval of the Board. Any window coverings existing at the date of registration of these Bylaws may remain until replaced;
- (ii) install any flags, wind chimes, wind socks or awnings without the prior written approval of the Board;
- (jj) prevent or prohibit access to and use of any exterior water taps or electrical plugs on the exterior of a Unit for the purposes of maintaining Common Property;
- (kk) use any electrical outlet wired to the Common Property or use any Common Property water service for his own uses;
- (ll) without the prior written consent of the Board, have any right of access to those portions of the Common Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to him under Bylaw 63, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- (mm) install or put in place, leave in place, allow to be installed or put in place or left in place:
 - (i) any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1st of each year to February 28th of the following year; or
 - (ii) any other seasonal decorations that will be visible from the exterior of the Unit with the exception of the time period two (2) weeks before to two (2) weeks after the occasion;

Any decorations shall be secured in such fashion that Common Property shall not be damaged or punctured;
- (nn) install a jetted bathtub without the prior written approval of the Board and/or use their jetted bath tub other than in accordance with the noise bylaw of the Municipality;

- (oo) use a mailbox other than a receptacle for mail delivery and no articles shall be hung from or placed on a mailbox;
- (pp) use a live or freshly cut Christmas tree in a Unit or on a Privacy Area of the Unit;
- (qq) use a balcony or patio for construction purposes except as permitted by the Board;
- (rr) install a hot tub or waterbed anywhere in a Unit or on the Common Property;
- (ss) install or use a temporary device such as a child's wading pool, swimming pool, hot tub, or similar device in a Residential Unit, Parking Unit, Privacy Area, or anywhere on the Common Property;
- (tt) use any Frisbee, ball, skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No ramps for such activities are allowed on the Common Property. No stunting or playing of street hockey is allowed on the Common Property. No playing is allowed on the roadway, walkways or parking areas; or
- (uu) leave a Unit vacant or unattended for in excess of thirty (30) days without inspection by the Owner or his/ her agent;

B. PETS

In the case of matters relating to pets, an Owner or Occupant shall not keep or allow any animal or pet of any kind (other than birds or fish) at any time to be in his Unit, on the Common Property or on any Corporation property, other than household animals and pets as are normally permitted in private homes in urban residential areas, and then only if approved by the Board in writing, which approval may be withdrawn on reasonable grounds on fourteen (14) days' notice to that effect. Additionally:

- (a) no livestock, snakes, reptiles, rodents, insects, arachnids or fowl will be approved;
- (b) no dogs that are deemed dangerous or aggressive, in the sole discretion of the Board will be approved;
- (c) all dogs and cats approved must be hand leashed outside a building (except when on a balcony or patio of a Residential Unit) or on the Common Property, and kept under control and in the custody of a responsible person at all times who shall not allow the animal to defecate on any Unit or Common Property of the Project and shall, if it occurs, clean up any feces immediately;
- (d) no dog or cat taller than eighteen (18") inches at the shoulder at maturity will be approved to reside in a Crossbow Point Unit. If required, the Occupant must provide a certificate from a veterinarian as to the height of the dog and/or cat;

- (e) no pet shall be tied or left unattended on a Privacy Area;
- (f) any Municipal bylaws in effect with respect to pets at any point in time shall have effect within the Common Property and Municipal enforcement officers are hereby authorized and are permitted to enforce Municipal bylaws on the Common Property;
- (g) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by an approved pet;
- (h) all pets must be properly immunized against communicable diseases and the Owner shall provide proof of immunization to the Board within ten (10) days of such request;
- (i) all pets required by the Municipality to be licensed must be licensed; and
- (j) the Occupant of a Unit containing a pet shall enter into any agreement or agreements requested by the Board and provide any security required by the Board to ensure the pet is kept in accordance with these Bylaws and to remedy any damage caused by such pet.

C. PARKING AND MOTOR VEHICLES

In regard to parking and operating a Private Motor Vehicle on the project, an Owner or Occupant shall not:

- (a) permit any person to use or occupy a Crossbow Landing Parking Unit unless such person is a lawful Occupant of a Crossbow Landing Unit or their guest;
- (b) permit any person to use or occupy a Crossbow Point Parking Unit unless such person is a lawful Occupant of a Crossbow Point Unit or their guest;
- (c) park in areas designated for visitor parking except in accordance with the parking policy approved by the Board;
- (d) use the common driveway or roadway other than for ingress to and egress from a Parking Unit. No parking is allowed on the common roadway without the prior written consent of the Board;
- (e) mortgage a Residential Unit or otherwise encumber a Residential Unit unless he mortgages at least one (1) Parking Unit (if any) that he owns, such that in the event the mortgagee or encumbrancee is forced to realize on its security and effect a sale or other disposition of the Residential Unit, such sale or other disposition shall include the sale or other disposition of the Parking Unit. FURTHERMORE, all Parking Units located in the underground parkade or the surface parking stalls on the Crossbow Landing Parcel may only be owned by Crossbow Landing Owners, and all Parking Units located in the underground parkade or the surface parking stalls on the Crossbow Point Parcel may only be owned by Crossbow Point Owners. Assuming the vendor of a Residential Unit is the Owner of a Parking Unit, then upon the sale of a Residential Unit, the vendor must transfer (at whatever cost the vendor and purchaser determine) at least one Parking Unit to the purchaser who shall become the new Owner of

the Parking Unit. Should the Owner of a Residential Unit own more than one Parking Unit, he or she may transfer that additional Parking Unit to any other Owner of a Residential Unit in the respective Phase provided always that the purchaser of his Unit acquires at least one Parking Unit as aforesaid upon the sale of the Residential Unit;

- (f) wash Private Motor Vehicles, recreational vehicles, equipment or trailers anywhere on the Common Property except in compliance with all Municipal requirements and in such manner as will not cause nuisance or annoyance to the other Owners, in such place and at such times as the Board may direct from time to time and in compliance with all environmental requirements of the Municipality. All washing agents must be of biodegradable materials;
- (g) carry out any major repairs or major adjustments to Private Motor Vehicles in any Parking Unit or anywhere on the Project or Common Property;
- (h) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored in a Parking Unit or on the Common Property except in an area designated by the Board. A motorcycle, bicycle or small vehicle such as a Smart car may be parked in a Parking Unit with another Private Motor Vehicle if sufficient space. No vehicle shall extend into the common driveway or block any adjacent Parking Units, storage areas or Common Property;
- (i) bring onto the Project any vehicle other than a Private Motor Vehicle without the prior written consent of the Board;
- (j) drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (k) allow any propane powered Private Motor Vehicle to be brought into, kept or stored in the underground parkade;
- (l) park any Private Motor Vehicle anywhere on the Project which leaks oil, grease, fuel or antifreeze or which is, in any other way, offensive or hazardous in any other way. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner;
- (m) bring onto the Project any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical malfunction, or which is a source of other annoying noises or odours;
- (n) erect any storage locker, structures or improvements on or within a Parking Unit or alter or add to a Parking Unit or store any personal possessions in a Parking Unit without the prior written consent of the Board. The Parking Unit shall not be allowed to become or remain in an untidy or unsightly condition;
- (o) allow any Private Motor Vehicle to run longer than the minimum time required to enter or exit the parkade. Motors must be turned off when the vehicle is parked;

- (p) keep on the project anywhere any Private Motor Vehicle which is not currently licensed, insured and in operating condition without the prior written consent of the Board;
- (q) blow any horn from any Private Motor Vehicle approaching or upon any of the roadways, driveways or parking areas servicing the Project, except as may be necessary for the safe operation thereof;
- (r) charge any electric Private Motor Vehicle, whether by trickle charge or otherwise, in the underground parkade or on the Common Property without the written approval of the Board;
- (s) allow a visitor to his Unit to park his Private Motor Vehicle anywhere on the Project except in the Parking Unit of an Owner or a stall designated by the Board for visitor parking and in accordance with the parking policy approved by the Board;
- (t) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, tenants, guests or visitors or their vehicles;
- (u) obstruct or interfere with the cleaning or maintenance of the underground parkade including the moving of Private Motor Vehicles as required for the cleaning and painting of lines therein;
- (v) park or store any Private Motor Vehicles or allow any Occupant to park or store any Private Motor Vehicle on those areas of the Project designated for visitor parking without the prior written consent of the Board; and
- (w) the Corporation, the Crossbow Landing Board or the Crossbow Point Board shall have the right to tow any vehicle parked in an unauthorized place or manner at the expense of the respective Owner thereof.

D. RENOVATIONS

In the matter of renovations, an Owner or Occupant shall not make or cause to be made:

- (a) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical system changes, alterations or additions to his Unit;
- (b) any structural alterations to the outer boundary of any Unit including load bearing walls; or
- (c) any changes or alterations to any ceiling or floor

without first having the tradespeople, design and specifications of such alteration or addition approved in writing by the Board. The Board may request the disclosure of all contractors and sub-contractors and evidence of appropriate insurance coverage. If requested by the Board, the Owner requesting such approval agrees to:

- (i) pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established

by the Board from time to time, which damage deposit, if any, shall be held by the Corporation during the time in which renovations are being carried out to the Unit;

- (ii) submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;
- (iii) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications, inspect the alteration, addition or renovation from time to time or otherwise advise the Board (including advice that the Common Property and other Units will not be adversely affected);
- (iv) obtain, at his own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;
- (v) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as commercial general liability insurance, construction insurance (if applicable) and WCB coverage;
- (vi) ensure any workers, tradespersons, contractors and subcontractors retained to do the work meet such reasonable standards of certification, qualification, expertise and proficiency as required by industry standards or as established by the Board;
- (vii) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;
- (viii) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis);
- (ix) ensure that all renovations are done between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday with no work being done on weekends or statutory holidays, without the prior written consent of the Board, and shall comply with all Municipal noise bylaws;
- (x) ensure removal of debris from the Unit and keep the Unit and the Common Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage containers of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property remains with the Owner;

- (xi) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units; and
- (xii) ensure that all renovations as approved by the Board are installed according to the minimum standard as defined by the Board in its policy or rule.

E. COMPLIANCE

An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under these Bylaws and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, all Occupants of my Unit and my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22, the Bylaws and all policies and rules of the Corporation during the term of my tenancy."

67. USE OF RECREATION AREAS

- (a) The Common Property located on the Crossbow Landing Parcel and the Crossbow Point Parcel include recreation areas available for the use of the Crossbow Landing Owners and the Crossbow Point Owners, respectively.
- (b) The Crossbow Landing Board may, from time to time, designate such recreation areas in the buildings and otherwise located on the Crossbow Landing Parcel and make policies and rules governing the use of recreation areas by the Occupants and Crossbow Landing Owners and without limiting the generality of the foregoing may make policies and rules governing the use of any health or fitness facilities, surrounding areas and club room, if any, which are located in the buildings or amenity areas situated on the Crossbow Landing Parcel. The recreation areas on the Crossbow Landing Parcel may only be used by Crossbow Landing Occupants or guests of Crossbow Landing Occupants. These recreation areas on the Crossbow Landing Parcel are not available for use by the Crossbow Point Occupants or their guests.
- (c) The Crossbow Point Board may, from time to time, designate such recreation areas in the buildings and otherwise located on the Crossbow Point Parcel and make policies and rules governing the use of recreation areas by the Occupants and Crossbow Point Owners and without limiting the generality of the foregoing may make policies and rules governing the use of any health or fitness facilities, surrounding areas and club room, if any, which are located in the buildings or amenity areas situated on the Crossbow Point Parcel. The recreation areas on the Crossbow Point Parcel may only be used by Crossbow Point Occupants or guests of Crossbow Point Occupants. These recreation areas on the Crossbow Point Parcel are not available for use by the Crossbow Landing Occupants or their guests.

- (d) An Owner shall be personally liable and responsible for:
- (i) the behaviour of himself or his visitor, invitee, guest or tenant at all times while using the aforementioned recreation areas; and
 - (ii) any and all damage he or his visitor, invitee, guest or tenant causes to any Common Property involving the aforementioned recreation areas, and upon written notice by the Corporation the offending Owner shall repair and replace any damaged property. If the Owner fails to repair or replace such damaged property, the Corporation shall undertake such repairs at the expense of the offending Owner and shall be entitled to recover any and all costs and expenses connected therewith from such offending Owner by way of court action, caveat or otherwise, all of which shall be in addition to any other rights or remedies the Corporation may have at law or in equity.

68. CHANGE OF LEGISLATION

Should the Act be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

69. AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

70. SOLICITATION, CANVASSING AND FUNDRAISING

No person, organization or group shall be permitted to solicit, sell, canvass or fundraise on or in the Common Property or Project whether for non-profit or charitable purposes or otherwise without the written permission of the Board of the appropriate Phase or is otherwise provided or permitted by Municipal, Provincial, or Federal legislation.

X. BARE LAND PROVISIONS

71. GRANT OF EASEMENT OVER COMMON PROPERTY UNITS

The granting of easement over Crossbow Landing and Crossbow Point Common Property Units shall include that:

- (a) Grant of Easement

The Corporation hereby gives, grants, conveys, transfers and sets over to each Owner, every transferee from it and every person deriving title from it, together with all servants, agents and invitees of each Owner, the non-exclusive right, privilege and easement of a right-of-way, in, through and over and rights of ingress to and egress from and to pass and re-pass across, on and through and to remain on and use any Common Property Unit for any purpose as is

reasonably required from time to time by each Owner. It is the intention of the parties hereto that the Common Property Units be used for any purpose by the Owners and maintained by the Corporation, to the same extent, and as fully and effectively as though the Common Property Units were part of the Common Property of the Corporation.

(b) Easement in Perpetuity

The Corporation and each Owner do hereby covenant and agree that the easements, rights and privileges described herein shall be deemed to be covenants running with the land and annexed hereto and shall continue in respect of the servient tenement until such time as the parties and the Municipality shall agree to their extinguishments. Each of the Owners may peaceably hold and enjoy the easements, rights and privileges hereby granted without hindrance, interruption or molestation.

(c) Mutual Easements

(i) In favour of the Owner of every Unit, whether a Unit or a Common Property Unit, and as appurtenant to each Unit, there is implied in respect of each Unit:

- A) an easement for the shelter and/or subjacent and lateral support of the Unit by the Common Property, if any, or by every other Unit capable of affording shelter and/or support; and
- B) easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit.

(ii) As against the Owner of every Unit, whether a Unit or a Common Property Unit, there is implied in respect of each Unit:

- A) an easement, to which the Unit is subject, for the shelter and/or subjacent and lateral support of the Common Property, if any, or of every other Unit capable of enjoying shelter and/or support; and
- B) easements, to which the Unit is subject, for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the Unit, as appurtenant to the Common Property and/or to every other Unit capable of enjoying those easements.

(d) Restricted Areas

The Owners shall have no rights to:

- (i) any balcony or patio adjoining a Unit to which exclusive use has been granted to a certain Owner;
- (ii) any area designated by the Corporation or Crossbow Landing or Crossbow Point from time to time for exclusive use by any of the Owners for parking or for any other purpose; or
- (iii) areas reserved for exclusive use of the Corporation or Crossbow Landing or Crossbow Point for the purpose of operating the building in which the Residential Units are located and any amenities or for any other purpose of the Corporation.

However, the Corporation (through agents or appointees if necessary) may enter upon the above noted restricted areas to carry out the purposes and duties of the Corporation as set forth in the Act or these Bylaws. The Corporation in carrying out any of its duties or obligations will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Residential Unit as is possible and any excavations or workings made or done in connection therewith shall, so far as reasonably practicable, be restored to its former condition.

(e) Consistent with Bylaws

Each Owner shall not use any of the Common Property Unit(s) over which an easement is granted herein in any manner inconsistent with any Bylaw, resolution or regulation of the Corporation or Crossbow Landing or Crossbow Point relating to the use of such easement area, nor shall they bring on to or leave on the easement area any equipment, material or other thing prohibited from time to time by any Bylaw, resolution or regulation.

(f) Use Limitation

Each of the parties hereto covenants that the Common Property Unit(s) shall at all times be owned by the Corporation, free and clear of any financial encumbrance and shall be kept in good and proper repair. The carrying out of any operations or privileges in connection with the easement granted herein will be done in a good and workmanlike manner and will cause as little damage and inconvenience as possible to the Common Property Unit and if any damage is caused to any Common Property Unit by any party, such party shall restore the Common Property Unit to its former condition as far as is reasonably practicable. The Corporation or Crossbow Landing or Crossbow Point, as appropriate, is primarily responsible for the repair and maintenance of the Common Property Unit(s); however the Owners agree to cooperate and assist the Corporation or Crossbow Landing or Crossbow Point if required in such repair and maintenance.

72. BARE LAND EASEMENT RIGHTS

Easement rights shall be governed as follows:

- (a) There is hereby created in respect of each Unit shown in the bare land Condominium Plan in favour of the Owner of that Unit, and as appurtenant thereto, easements for the provision of water (INCLUDING irrigation water),

sewage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit;

- (b) There is created, in respect of each Unit shown in the bare land Condominium Plan as against the Owner of that Unit, easements to which the Unit is subject for the passage or provisions of water (including irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the Common Property and also to every other Unit capable of enjoying those easements;
- (c) The local authority and owner of any utility service who is providing services to the Parcel or to any Unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service;
- (d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an Owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit;
- (e) Any Unit Owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition;
- (f) This easement does not affect the ownership, or the maintenance obligations of any utility services located within the Parcel. In other words, all utilities are to be treated as if the Parcel was a conventional condominium development;
- (g) The benefit and the burden of this easement shall run with the Land. "Land" means the Parcel comprised in the Condominium Plan including all Bare Land Units and the Common Property;
- (h) As each of the Units is both a dominant and servient tenement, this private utility easement shall be construed so that each Unit Owner shall have granted this easement in respect of each Unit to the benefit of each Unit Owner in respect of the Parcel save for that Unit;
- (i) This easement cannot be changed without the express written consent of any utility owner including, but not limited to, the Municipality, any communications company and any gas company.

73. RESTRICTIVE COVENANT - AGE

Bylaw 82 of those Bylaws registered with the Registrar of the South Alberta Land Registration District as Instrument No. 031 078 230 on March 10, 2003 regarding age restrictions shall remain in full force and effect throughout the permissible legal period and reads as follows:

- “(a) A Crossbow Point Unit shall not be occupied by a person or persons who have not attained or will not have attained his or her fortieth (40th) birthday within twelve (12) months of occupancy of the said Unit (hereinafter referred to as “40th birthday”).
- (b) Notwithstanding the above Bylaw 73(a), a Crossbow Point Unit may be occupied by a person who has not attained his or her 40th birthday as follows:
 - (i) If that person lives with his Spouse who has attained his or her 40th birthday or if that person has been predeceased by a spouse who had attained his or her 40th birthday if in either case the Spouse is or was an Occupant of a Crossbow Point Unit; and
 - (ii) The Board may authorize a person to occupy a Crossbow Point Unit for specified periods of time for compassionate reasons. The permission granted by the Board may be revoked by a Special Resolution at the duly convened meeting of the Corporation.”

74. GENERAL PROVISIONS

- (a) The following matters require a Special Resolution being passed by all of the Owners (i.e. the Crossbow Landing Owners and the Crossbow Point Owners as a group and not separately):
 - (i) Change, amend or repeal Bylaws;
 - (ii) Borrow any money on behalf of the Corporation in excess of fifteen percent (15%) of the Corporation’s revenues as set out in the most recent financial statements of the Corporation (not just for either Crossbow Landing or Crossbow Point separately), whether secured or unsecured; or
 - (iii) Terminate the condominium status of the Corporation.
- (b) The terms of these Bylaws shall run with the project and shall bind all future Owners of Units during the currency of these Bylaws.