

**CROSSBOW LANDING**

**AND**

**CROSSBOW POINT**

**CANMORE, ALBERTA**

**BY-LAWS OF  
CONDOMINIUM CORPORATION NO. 031 0034**

## BY-LAWS OF CONDOMINIUM CORPORATION NO. 031 0034

### DECLARATION OF PURPOSE

The Constitution of Canada, by Section 15 of the Canadian Charter of Rights and Freedoms, provides that:

1. Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination, and in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

2. Subsection (1) above does not preclude any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, nation or ethnic origin, colour, religion, sex, age or mental or physical disability.

The Owners of the Corporation shall keep and preserve the Crossbow Point Buildings as a place of comfort and security for that class of men and women at or beyond the age of 40 years, and all as more particularly set forth in Bylaw 82 hereof. The Crossbow Landing Buildings shall have no age restrictions regarding occupants.

### DEFINITIONS AND INTERPRETATION

1. In these By-Laws unless the context or subject matter requires a different meaning:

- a. "Act" means THE CONDOMINIUM PROPERTY ACT (Alberta), as amended from time to time or any statute passed in substitution therefore;
- b. "Bare Land Units" mean the four (4) Bare Land Units created by the registration of the Condominium Plan (of which Cove shall own Bare Land Units 1 and 2 and Medican shall own Bare Land Units 3 and 4) and upon which the Buildings are to be constructed;
- c. "Board(s)" means the board of directors of the Corporation and specifically includes the Crossbow Landing Board and the Crossbow Point Board;
- d. "Buildings" means:
  - i. the two (2) residential buildings (1 containing 61 Residential Units and the other containing 73 Residential Units) as well as a separate amenities building to be constructed by Cove on the Crossbow Landing Parcel (the "Crossbow Landing Buildings"); and
  - ii. the two (2) residential buildings (each containing 57 Residential Units) as well as a separate amenities building to be constructed as part of the first

phase by Medican on the Crossbow Point Parcel (the "Crossbow Point Buildings");

- e. "By-Laws means the By-Laws of the Corporation, as amended from time to time;
- f. "Common Expenses" means the expenses incurred in the performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-Laws;
- g. "Common Property" means so much of the Parcel as is not comprised in or does not form any part of any Residential Unit or Parking Unit, and specifically includes the Crossbow Landing Common Property, the Crossbow Point Common Property, Managed Property and the Corporation's Units;
- h. "Condominium Plan" means the plan registered under the Act as No. 031 0034, as amended by any subsequent Redivision Plans registered by the Developers;
- i. "Corporation's Units" means the areas contained in each Redivision Plan which do not constitute Residential Units or Parking Units, and which shall be transferred to the Corporation by the Developers to be held for common or exclusive use of an Owner or Owners of Crossbow Landing Units in the case of such areas contained within the Crossbow Landing Parcel and an Owner or Owners of Crossbow Point Units in the case of such areas contained within the Crossbow Point Parcel, and specifically includes the Common Roadway but does not include any portion of any Crossbow Landing Unit or Crossbow Point Unit;
- j. "Cove" means Cove Properties Ltd.;
- k. "Crossbow Landing Board" means the committee of the Board who is empowered by these By-Laws to regulate the activities of the Corporation with respect to the Crossbow Landing Units, the Crossbow Landing Buildings and any Corporation Units resulting from the Redivision Plan registered against the Crossbow Landing Parcel, and who shall be responsible for providing the control, management and administration of such properties;
- l. "Crossbow Landing Common Property" means common property located within the Crossbow Landing Parcel;
- m. "Crossbow Landing Parcel" means Bare Land Units 1 and 2 upon which Cove intends to construct a 134 Residential Unit multi-family condominium complex to be known as The Crossbow at Canmore;
- n. "Crossbow Landing Turnover Date" means the date upon which Cove owns less than 10% of the Crossbow Landing Units;
- o. "Crossbow Landing Units" means all Residential Units and Parking Units located on the Crossbow Landing Parcel;
- p. "Crossbow Point Board" means the committee of the Board who is empowered by these By-Laws to regulate the activities of the Corporation with respect to the Crossbow Point Units, the Crossbow Point Buildings and any Corporation Units

resulting from the Redivision Plan registered against the Crossbow Point Parcel, and who shall be responsible for providing the control, management and administration of such properties;

- q. "Crossbow Point Common Property" means common property located within the Crossbow Point Parcel;
- r. "Crossbow Point Parcel" means Bare Land Units 3 and 4 upon which Medican intends to construct a 114 Residential Unit multi-family condominium complex to be known as Crossbow Point;
- s. "Crossbow Point Turnover Date" means the date upon which Medican owns less than 10% of the Crossbow Point Units;
- t. "Crossbow Point Units" means all Residential Units and Parking Units located on the Crossbow Point Parcel;
- u. "Developers" means Cove in respect of the Crossbow Landing Parcel, and Medican in respect of the Crossbow Point Parcel;
- v. "Equipment" means the heating, ventilating, air conditioning, elevating and other equipment to be installed by the Developers in the Building and necessary for the operation thereof; plus all recreational or social equipment of facilities located in the amenity areas within the Buildings or the Parcels;
- w. "Improved Units" means all Units in a Building where at least one (1) Residential Unit in the Building has been sold to a third party purchaser and possession of that Residential Unit has taken place;
- x. "Interest Rate" means the rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate in Edmonton of the Canadian Imperial Bank of Commerce plus SIX (6%) PERCENT on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
- y. "Maintenance Fees" means the expenses incurred by the Developers, together with a reserve fund contribution (as assessed and determined by Cove in respect of the Crossbow Landing Parcel in its sole discretion prior to the Crossbow Landing Turnover Date, and as assessed and determined by Medican in respect of the Crossbow Point Parcel in its sole discretion prior to the Crossbow Point Turnover Date) which, but for the provisions of By-Law 5(1) hereof, would be construed as Common Expenses. The Developers shall pay the Maintenance Fees directly to the invoicing supplier, contractor or third party and obtain reimbursement from the Owners of Improved Units proportionally based on their respective Unit Factors, all as is more particularly set forth herein;
- z. "Manager" means the professional manager first retained by the Developers or any successor contractually appointed by the Board;

- aa. "Managed Property" means such part or parts of the Units or the Parcel as by these By-Laws the Corporation is to administer, control, manage, maintain and repair as it would the Common Property, being the land within the boundaries of the Parcel, all exteriors of Buildings, common fences, party walls, decks, landscaping, all amenity areas within the Building and other such parts of the Parcel to be managed, maintained and repaired by the Corporation as provided by these By-Laws;
- bb. "Medican" means Medican Developments Inc.;
- cc. "Occupation", "occupied" or "occupant" means a regular and ordinary presence in the Unit whether permanent or temporary, and whether or not the person is frequently absent by reason of employment or ill health, and includes owners, guests, invitees and tenants of a Unit. A person shall be deemed to be an occupant if his or her occupation of the Unit exceeds thirty(30) consecutive days or any accumulative total of sixty (60) days within a three hundred and sixty five (365) day period. However, a person whose primary purpose for residing in the Unit is to provide medical assistance to an Occupant who complies with the Restrictive Covenant in By-law 82 shall be deemed not to be an Occupant within the meaning of this definition.
- dd. "Owner" means a person who is registered as the Owner of the fee simple estate of a Residential Unit;
- ee. "Parcel" means collectively the Crossbow Landing Parcel and the Crossbow Point Parcel;
- ff. "Parking Unit" means the 153 Units proposed as parking stalls in the underground parkades constructed under the Crossbow Landing Buildings and the 58 Units proposed as covered stalls located adjacent to the Crossbow Landing Buildings on the Crossbow Landing Parcel, together with the 59 Units proposed as parking stalls in the underground parkades constructed under the Crossbow Point Buildings and the 88 Units proposed as covered stalls located adjacent to the Crossbow Point Buildings on the Crossbow Point Parcel;
- gg. "Redivision Plans" means the condominium plans registered against Bare Land Units 1 and 2 (by Cove) and Bare Land Units 3 and 4 (by Medican) in order to create the Residential Units, the Parking Units and the Corporation's Units;
- hh. "Residential Unit" means the 134 residential, living Units located in the Crossbow Landing Buildings and the 114 residential, living Units located in the Crossbow Point Buildings, and specifically does not include any Parking Unit, and which Residential Units are described in the Redivision Plans by reference to floors, walls and ceilings within the Buildings, but only includes that portion of the floor, wall or ceiling, as the case may be, that forms part of the Residential Unit being the material that is in the interior of the Residential Unit, including any gypsum board, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling as the case may be, and all interior doors and windows of a Residential Unit are part of that Unit, and additionally these Units are to be considered "residential units" as defined in the Act;

ii. "Special Resolution" means:

- i. a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days notice specifying the proposed resolution has been given, 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 By-Laws and representing not less than 75% of the total Unit Factors for all the Units; or
  - ii. a written resolution signed 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 power of voting conferred by the Act or these By-Laws and representing not less than 75% of the total Unit Factors for all the Units;
- jj. "Unimproved Unit" means all Units in a Building where no third party purchasers have taken possession of a Residential Unit in that Building;
- kk. "Units" means all Residential Units and Parking Units, collectively; and
- ll. "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 and Redivision Plans.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-Laws and other expressions used in these By-Laws and not defined in the Act or in these By-Laws have the same meaning as may be assigned to them in THE LAND TITLES ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefore. Words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

- 2.
- a. The headings used throughout these By-Laws are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any By-Law;
  - b. The rights and obligations given or imposed on the Corporation or the Owners under these By-Laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;
  - c. If there is any conflict between the By-Laws and the Act, the Act prevails.

## **DUTIES OF THE OWNER**

3. An Owner shall:

- a. permit the Corporation and its agents, at all reasonable times, on 24 hours prior notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities 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, or for the purpose of maintaining, repairing or renewing the Common Property, or for the purpose of ensuring that the By-Laws are being observed;

- b. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoing and assessments that may be payable in respect of his Unit;
- c. repair and maintain his Unit, excluding exterior or outer windows, doors, boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the Unit, and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in reasonable manner any area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use and if the Owner does not maintain such area to a standard similar to that of the remaining Common Property, the Corporation may give one month's notice to the Owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-Law 44 shall apply;
- d. not make any repairs, additions or alterations to the interior or exterior of his Unit or the Building (including interior and exterior load bearing and partition walls) of which his Unit forms a part of including, without limitation, to the plumbing, mechanical or electrical systems, flooring, cabinets, fixtures or improvements within his Unit without first obtaining the written consent of the Board as to the proposed plans and specifications and as to the contractor or trades to be utilized for same. Notwithstanding this subsection 3(d), an Owner shall be entitled to tint the windows of his Unit for the purpose of U.V. light protection provided that such tinting is first approved by the Board and then conducted in accordance with any directions and specifications the Board may impose in the Board's sole discretion;
- e. use and enjoy the Common Property in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors, subject to such restrictions as may be dictated by the Corporation from time to time in respect thereof;
- f. not use his Unit or any Common Property or permit it to be used in any manner or for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- g. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- h. comply strictly with these By-Laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all adult occupiers of and visitors to his Unit to similarly comply;

- i. subject to By-Laws 3(j) and 5(l), pay to the Corporation when due all Common Expenses or Special Assessments levied or assessed against his Unit ("condominium fees") and/or Maintenance Fees levied or assessed against his Unit by the Developers, and except as stated herein all such levies shall accrue interest on any arrears at the Interest Rate (or such other rate of interest as may be approved from time to time by the Board) calculated from the date due;
- j. there shall be no Common Expenses or Maintenance Expenses levied, assessed or payable by any Owner of an Unimproved Unit, and the only obligation for expenses that the Owner of an Unimproved Unit shall have (excluding future construction or development costs) shall be to pay any realty taxes levied or assessed directly against such Unit by the local taxing authority;
- k. not plant on any portion of the Parcel any trees or shrubs without first obtaining the written approval of the Corporation;
- l. not place or erect on any Unit any structure without the prior approval of the Corporation;
- m. be personally liable for any and all damage caused to any elements of the Common Property or the Equipment which results, directly or indirectly, from any act or omission, whether negligent or otherwise, caused by the Owner or any of his visitors, invitees or tenants;
- n. not place, attach or erect a window air conditioning unit in any Unit; and
- o. in the case of an Owner of a Crossbow Point Unit, not to allow his Unit to be occupied in contravention of By-Law 82 of these By-Laws.

#### **FURTHER DUTIES AND POWERS OF THE CORPORATION**

- 4. In addition to the duties of the Corporation set forth in the Act, the Corporation shall:
  - a. control, manage, maintain, repair 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, and to effect this the Developers shall transfer all Corporation's Units to the Corporation forthwith upon the registration of a Redivision Plan. 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 By-Laws and other rules and regulations in force from time to time;
  - c. maintain and repair (including replacement where reasonably necessary) 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 Unit or the Common Property;

- d. provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-Laws and, on the written request of an Owner or registered mortgagee of the Unit, produce to the Owner or mortgagee a certified copy of the policy or policies of insurance effected by the Corporation or a certificate of memorandum thereof and the receipt for the last premium in respect thereof;
- e. maintain and repair the exterior or outside surface of the Buildings comprising the Units (including exterior or outer windows and doors and all other outside accouterments affecting the appearance, usability, or safety of the Units or the Parcel) and the Common Property appurtenant thereto, excluding any decks, patios, balconies, or landscaping which is located on any part of the Common Property directly appurtenant to such Unit;
- f. the Crossbow Landing Board and the Crossbow Point Board shall each collect and receive all contributions towards the Common Expenses for the Crossbow Landing Units and the Crossbow Point Units, respectively, and deposit same in separate bank accounts with a chartered bank each of which is controlled by its respective committee of the Board;
- g. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may seem justifiable in the management or administration of the entire project;
- h. remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property and Parking Units designated for vehicular or pedestrian traffic or outside parking, as well as all grassed or landscaped areas of the Common Property; PROVIDED THAT the maintenance of any decks or patios adjoining any Units or other exclusive use area granted to an Owner shall be the sole responsibility of the Owner to whom such area has been assigned, leased or licensed;
- i. provide garbage receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- j. 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 the Act;
- k. not plant any trees or substantial landscaping within any lands which are the subject of an easement, reserve or similar grant to any utility company, municipality or governmental authority; and
- l. pay any tax bill levied or assessed against the Corporation's Units from time to time to appropriate taxing authority.

5. In addition to the powers of the Corporation set forth in the Act, the Corporation may and is hereby authorized to:

- a. purchase, hire or otherwise acquire personal property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, 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 shall 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 in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution;
- c. secure the payment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination or those means;
- d. invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in the Act;
- e. make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- f. grant to an Owner a lease in respect to areas adjoining or relating to such Owner's Unit as shown on the Redivision Plans, pursuant to the Act, on such terms and conditions as may be determined by the Crossbow Landing Board (in respect of the Crossbow Landing Units and/or the Crossbow Landing Parcel) or the Crossbow Point Board (in respect of the Crossbow Point Units and/or the Crossbow Point Parcel) from time to time; PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser under an Agreement for Sale of such Unit, and shall be terminable on 30 days notice by the Corporation as against any grantee, lessee or assignee who ceased to be an Owner or occupier of such Unit;
- g. and pursuant to this By-Law 5(g) does hereby grant to all Owners the right to exclusive use and enjoyment of those parts of the Common Property (including storage areas, balconies and decks) immediately adjoining each Owner's Unit, provided however that such grants may be terminated on reasonable notice by a Special Resolution of the Crossbow Landing Owners in respect of Crossbow Landing Units, and of the Crossbow Point Owners in respect of the Crossbow Point Units;

- h. the Crossbow Landing Board may make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property located on the Crossbow Landing Parcel and do all things reasonably necessary for the enforcement of the By-Laws and for the control, management and administration of the Common Property on the Crossbow Landing Parcel generally including the commencement of an action under the Act and all subsequent proceedings relating thereto;
- i. the Crossbow Point Board may make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property located on the Crossbow Point Parcel and do all things reasonably necessary for the enforcement of the By-Laws and for the control, management and administration of the Common Property on the Crossbow Point Parcel generally including the commencement of an action under the Act and all subsequent proceedings relating thereto;
- j. the Crossbow Landing Board and the Crossbow Point Board shall, independently, provide and maintain separate reserve funds in addition to the assessments to be levied by the Corporation towards the Common Expenses, or otherwise, in such amounts as the Crossbow Landing Board and the Crossbow Point Board may determine from time to time to be fair and prudent for replacement and contingency expenses regarding items which are the responsibility of the respective Boards in relation to the Common Property located on their respective Parcel. All such reserve funds shall be assets of the Corporation but shall be controlled separately by each Crossbow Landing Board and Crossbow Point Board with respect to the contributions made by the Crossbow Landing Owners and the Crossbow Point Owners in accordance with these By-Laws;
- k. the Crossbow Landing Board and the Crossbow Point Board shall determine from time to time the amounts to be raised and collected for the purpose hereinbefore mentioned;
- l. raise amounts so determined by levying assessments or special assessments on the Owners in proportion to the Unit Factors for their respective Units, unless otherwise specifically herein provided. The Owners and the Corporation accept, acknowledge and agree that until the Crossbow Landing Turnover Date, the Crossbow Landing Board (whether or not controlled by Cove) may choose not to charge administrative expenses or condominium fees in accordance with the provision of the Act but instead may, in its sole discretion, allocate Maintenance Fees on the Crossbow Landing Parcel. The Owners and the Corporation accept, acknowledge and agree that until the Crossbow Point Turnover Date, the Crossbow Point Board (whether or not controlled by Medican) may choose not to charge administrative expenses or condominium fees in accordance with the provision of the Act but instead may, in its sole discretion, allocate Maintenance Fees on the Crossbow Point Parcel. There shall be no assessment of any Common Expenses or Maintenance Fees to the Unimproved Units. All Common Expenses relating to the Corporation's Units shall be levied proportionally against the Owners of all other Units located on the particular Parcel where the Corporation's Units are located (i.e. the Crossbow Landing Owners would pay for all Common Expenses relating to the Corporation's Units located on the

Crossbow Landing Parcel and vice versa with respect to the Crossbow Point Owners), with the same rules applying in respect of Unimproved Units as aforesaid;

- m. charge interest on any contribution or Common Expenses owing to it by an Owner at the Interest Rate; and
- n. subject to any limitations and prohibitions contained in the Act, these By-Laws or otherwise by any other law or regulation, have such powers and do all things which any body corporate shall be empowered and authorized to do under the Business Corporations Act of Alberta (as amended from time to time) and do all things and have such rights, powers, and privileges of a natural person.

Notwithstanding any other By-Law contained herein to the contrary or otherwise, in the event that either the Crossbow Landing Board or the Crossbow Point Board, as the case may be, makes any decision or undertakes any act or omission in respect of the Crossbow Landing Units or the Crossbow Point Units, respectively, over which they have the exclusive power to control, administer and maintain pursuant to these By-Laws, or in the event any matter, thing, occurrence or event takes place on either the Crossbow Landing Parcel or the Crossbow Point Parcel, as the case may be, which results directly or indirectly in the Corporation or other Unit Owners suffering any loss, claim, damage or expense of any nature or kind whatsoever, then the Corporation may, in its discretion, but without any input or voting privileges being provided to the offending Board committee members or corresponding Unit Owners, hold each and every Crossbow Landing Unit (if the decision was made by the Crossbow Landing Board or if the matter, thing, occurrence or event took place on the Crossbow Landing Parcel) or hold responsible each and every Crossbow Point Unit (if the decision was made by the Crossbow Point Board or if the matter, thing, occurrence or event took place on the Crossbow Point Parcel). By way of clarification and example, if the Crossbow Landing Board undertook any action or decision, or in the event there was an accident, loss or damage occurring on the Crossbow Landing Parcel, which resulted in a claim being made by a third party against the Corporation or the Crossbow Point Owners, or for which the Corporation or the Crossbow Point Owners were required to expend money to satisfy a claim, damage or expense, then the amount of such claim, damage or expense plus interest at the Interest Rate shall form a charge against each Crossbow Landing Unit in favour of the Crossbow Point Units, and in the event that the Crossbow Landing Units did not contribute, by way of special assessment, additional funds to repay the claim, damage or expense plus interest as aforesaid in full the Corporation through the Crossbow Point Board may continue to hold the Crossbow Landing Units responsible until repayment is made in full and the Crossbow Point Units would have a lien and charge against all of the Crossbow Landing Units in respect thereof, and an action or proceedings could be commenced against the Crossbow Landing Units in accordance with these By-Laws in order to collect payment of such amounts.

The Crossbow Landing Board and the Crossbow Point Board shall, without in any way limited the requirements set forth in By-Law 46 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.

Notwithstanding the foregoing, any loss, injury or damage occurring to any person or property while on the common roadway referred to in the Access and Easement Agreement (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 assessment 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.

## THE BOARD

6. The powers and duties of the Corporation contained herein shall be exercised and performed by the Crossbow Landing Board as they relate to the Crossbow Landing Units and the Crossbow Landing Parcel, and the Crossbow Point Board as they relate to the Crossbow Point Units and the Crossbow Point Parcel, all in accordance with the provisions of these By-Laws as if when reading these By-Laws reference to the Board and/or the Corporation shall be read as the Crossbow Landing Board or the Crossbow Point Board, as the context requires.

7. Subject to By-Law 8, the Crossbow Landing Board shall consist of (i) the Crossbow Landing Owners or spouses of the Crossbow Landing Owners, (ii) individuals who are designated by Cove, (iii) representatives of first mortgagees who have notified their interest to the Corporation and the Crossbow Landing Board, or (iv) the representative designated by a Corporate Owner who must be the holder either alone or together with his or her spouse of the majority of the voting common shares of the Corporate Owner, all of whom must be 18 years of age or older; and the Crossbow Point Board shall consist of (i) the Crossbow Point Owners or spouses of the Crossbow Point Owners, (ii) individuals who are designated by Medican, (iii) representatives of first mortgagees who have notified their interest to the Corporation and the Crossbow Point Board, or (iv) the representative designated by a Corporate Owner who must be the holder either alone or together with his or her spouse of the majority of the voting common shares of the Corporate Owner, all of whom must be 18 years of age or older. Where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at any point in time. Provided always, that in no circumstances shall any Owner who owes any money to the Corporation be allowed to run for or maintain a position on the Board.

8. Prior to the first annual general meeting of the Corporation, the Board shall consist of four (4) Directors, two (2) of whom shall be representatives of each Developer, but thereafter the Board shall consist of 10 Directors who shall be elected pursuant to the provisions hereof. One-half (1/2) of the Board must consist of Directors voted in exclusively by the Crossbow Landing Units (the "Crossbow Landing Board") and one-half (1/2) must consist of Directors voted in exclusively by the Crossbow Point Units (the "Crossbow Point Board"). By way of clarification, persons who are eligible to sit on the Board in accordance with By-Law 7 above shall be voted upon in two (2) separate elections in respect of the Crossbow Landing Board and the Crossbow Point Board, and only Owners of the Crossbow Landing Units shall be entitled to vote for the

Board members who will constitute the Crossbow Landing Board and only Owners of Crossbow Point Units shall be entitled to vote for the Board members who will constitute the Crossbow Point Board. At each annual general meeting of the Corporation all the members of the Board shall retire from office and the Owners shall elect a new Crossbow Landing Board and a new Crossbow Point Board to constitute the new Board. Notwithstanding any other provision contained herein to the contrary or otherwise, prior to the Crossbow Landing Turnover Date, the Crossbow Landing Owners shall vote their shares in such a manner as will elect a majority of the positions on the Crossbow Landing Board as nominees of Cove, and prior to the Crossbow Point Turnover Date, the Crossbow Point Owners shall vote their shares in such a manner as will elect a majority of the positions on the Crossbow Point Board as nominees of Medican, unless one of the Developers fails or otherwise elects, in its sole discretion, not to nominate any or sufficient persons for such positions.

9. A retiring member of the Board shall be eligible for re-election.

10. Except where the Board consists of the Developer's nominees, the Corporation may by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual meeting, subject always to By-Laws 7 and 8.

11. Where a vacancy occurs on the Board under By-Law 19, the remaining members of the Board 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 By-Laws 7 and 8.

12. Except during the period before the first annual general meeting, a quorum of the Crossbow Landing Board shall be 3 and of the Crossbow Point Board shall be 3, and the quorum for the full Board shall be 6 (provided that at least 3 of the members are from the Crossbow Landing Board and at least 3 of the members are from the Crossbow Point Board).

13. At the first meeting of the Board and at each meeting held after an annual general meeting of the Corporation, the Crossbow Landing Board and the Crossbow Point Board shall elect from among its members a President, who, prior to the Crossbow and Crossbow Point Turnover Dates, shall be representatives designated by the Developers, respectively, and a 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. The Presidents shall be the Chairmans of their respective Boards and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases 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 a person to fill that office for the remainder of the term.

14. The duties of the officers of the Board shall be as determined by the Board from time to time. All conflicts or potential conflicts of interest regarding a member of the Board and the Corporation shall be disclosed by the member immediately upon his becoming aware of such conflict.

15. At meetings of either the Crossbow Landing Board or the Crossbow Point Board, all matters shall be determined by a simple majority vote.

16. The Crossbow Landing Board and the Crossbow Point Board may:

- a. meet together, or separately, for the conduct of business, adjourn and otherwise regulate their meeting as they think fit, and shall meet when any member of the Board gives to the other members of the said Board, not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b. appoint or employ for, and on behalf, of the Corporation such agents or servants as they think fit in connection with the control, management and administration of the Common Property over which they have responsibility and the exercise and performance of the powers and duties of the Corporation;
- c. subject to any 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. obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purpose (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 respective Boards may from time to time decide. SUBJECT ALWAYS to the control and direction of the respective Board, such Manager to be reasonably fit and suited to perform such duties. The Manager(s) employed by the Crossbow Landing Board and the Crossbow Point Board, respectively (it being acknowledged that they Boards may retain the services of one Manager to manage the entire project), need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion. Any such contract shall provide for the Manager to maintain a fidelity bond for the benefit of and naming the Corporation and such bond shall be in an amount at least equal to one-half (1/2) of the approved budget of the Corporation in any given fiscal year and the total amount of any replacement and contingency reserve funds. At all times when the Board consists only of nominees of the Developers no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of the Act shall apply thereto.

17. The Crossbow Landing Board and the Crossbow Point Board shall each independently on a continuous basis:

- a. keep minutes of its proceedings and, upon written request, provide copies thereof to first mortgagees;
- b. cause minutes to be kept of general meetings of the Owners and upon written request, provide copies thereof to first mortgagees;

- c. 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 take place;
- d. prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- e. maintain financial records of all assets, liabilities and equity of the Corporation;
- f. 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 all reasonable times;
- g. cause to be prepared and distributed to each Crossbow Landing Owner and Crossbow Point Owner, as the case may be, and to each mortgagee who has notified its interest to the Corporation a financial statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by their respective Board within ninety (90) days of the end of the fiscal year of the Corporation;
- h. within fifteen (15) days of a person becoming or ceasing to be a member of their Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of their Board;
- i. 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.

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

A resolution of the Crossbow Landing Board or the Crossbow Point Board in writing and signed by all of the members shall have the same effect as a resolution passed at a meeting of that Board duly convened and held.

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

- a. by notice in writing to the Corporation resigns his office; or
- b. is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner or he becomes a bankrupt; or
- c. is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under THE MENTAL HEALTH ACT, 1972; or
- d. is convicted of an indictable offense for which he is liable to imprisonment; or



- e. is absent from meetings of the Board for a continuous period of four (4) months or four (4) consecutive meetings, whichever is earlier, without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve that his office be vacated; or
- f. he ceases to qualify for membership pursuant to By-Law 7; or
- g. in the case of a company which is a member of the Board, if the company shall become bankrupt or make 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.

### CLARIFICATION OF ROLES

20. Notwithstanding any other By-Law 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 By-Laws, in the Act or pursuant to the general law shall

- a. be read as being the responsibility of the Crossbow Point Board with respect to the Crossbow Point Units and the Crossbow Point Parcel; and
- b. 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.

21. The Owners of the Crossbow Landing Units shall be responsible for electing one-half (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 By-Laws, be responsible for administration of the Common Property and the Corporation's Units located on the Crossbow Landing Parcel.

22. The Owners of the Crossbow Point Units shall be responsible for electing one-half (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 By-Laws, be responsible for administration of the Common Property and the Corporation's Units located on the Crossbow Point Parcel.

### SIGNING AUTHORITIES

23. The Board shall determine, by ordinary resolution from time to time, the manner and which 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.

## CORPORATE SEAL

24. The Corporation shall have a common seal, and each of the respective Boards shall have their own seal, each of 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 Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purposes of this By-Law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this By-Law.

## GENERAL MEETINGS

25. The first annual general meeting shall be convened by the Developers within:

- a. ninety (90) days from the date that FIFTY (50%) PERCENT of the Residential Units are sold, or
- b. one hundred and eighty (180) days from the date that the first Residential Unit is sold,

whichever is sooner. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. For the purposes of this By-Law 25, the word "sold" shall mean when a transfer of land is registered in the name of the purchaser and the purchaser has unconditionally paid the entire purchase price to the Developers in respect of the Unit and has obtained possession of the Unit from the Developers.

26. All general meetings other than general meetings shall be called extraordinary general meetings.

27. The Crossbow and Crossbow Point Boards may, whenever they think fit, and shall, upon a requisition in writing by Owners representing not less than FIFTEEN (15%) PERCENT of the total Unit Factors for all the Crossbow or Crossbow Point Units or upon the request in writing 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 or a combination of such Owners or mortgagees entitled to vote with respect to FIFTEEN (15%) PERCENT of the total Unit Factors, convene an extraordinary general meeting of either the Crossbow Landing Unit Owners or the Crossbow Point Unit Owners.

## NOTICE OF GENERAL MEETING

28. Seven (7) 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 first mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owners and to such mortgagees in the manner prescribed in these By-Laws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by

an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of days notice of a general meeting required under these By-Laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

## PROCEEDINGS AT GENERAL MEETINGS

29. All business that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting, shall be deemed special.

30. Save as in these By-Laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter of the persons entitled to vote present in person or by proxy shall constitute a quorum.

31. If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

32. The order of business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- a. the election of the Chairman of the meeting;
- b. calling of the roll and certifying the proxies;
- 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. election of the Crossbow Landing Board and the Crossbow Point Board;
- j. unfinished business;
- k. new business;
- l. adjournment.

## VOTES OF OWNERS

33. At any general meeting a resolution by the vote of the meeting shall be decided by 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 Chairman 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 majority vote.

34. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote. A demand for a poll may be withdrawn.

35. On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

36. On a show of hands or on a poll, votes may be given either personally or by proxy.

37. An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney, and may be issued for a specific meeting, or as a general proxy. A proxy may be made by anyone with voting rights in the Condominium Corporation.

38. No Owner is entitled to exercise the power of voting conferred by the Act or these By-Laws unless all sums, levies, condominium fees and other obligations owing to the Corporation or payable in respect of his Unit have been duly paid or performed to the date thirty (30) days prior to the date that the power of voting may be exercised, and the presence of any such defaulting Owner shall not count for quorum constitution purposes pursuant to By-Law 27.

39. A Unit which has more than 1 registered owner or where title to the Unit has been divided into fractional ownerships (ie. four (4) certificates of title each as to an undivided one-quarter interest in that Unit) then in such case the registered owners ("Co-Owners") may vote by proxy but only if the proxy is properly appointed by them 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. A Co-Owner may demand that a poll be taken.

40. On any poll, each Co-Owner is entitled to such part of the vote applicable to his Unit as is proportionate to his interest in that Unit, provided however that joint tenants of a Unit, or of a fractional interest in a Unit, shall not be entitled to vote separately whether by way of show of hands or on any poll. The joint proxy holder (if any) on a poll shall have a vote proportionate to the interest in the Unit of the Co-Owners if they were to vote personally or by individual proxy.

41. In no circumstances may any Unit, whether owned by Co-Owners or not, have more than 1 vote on a show of hands or on a poll have more votes than the Unit Factors attributable to their Unit.

42. 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.

43. Notwithstanding the provisions of these By-Laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where these By-Laws or any statute provides that the power to vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote, however the mortgagee's power to vote shall be restricted (as is the Owner's) by the Owner's failure to pay assessments.

#### **VIOLATION OF BY-LAWS**

44. a. Any infraction or violation of, or default under, these By-Laws or any rules and regulations established pursuant to these By-Laws by an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessments of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest 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 (i) any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-Laws or any rules or regulations established pursuant to these By-Laws, plus (ii) the sum of \$250 per violation or \$100 per day (in the case of an ongoing breach), whichever is greater, and there shall be added to any judgment, all costs of such action including costs as between solicitor and his own client on a full indemnity 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. In addition to the above, the Corporation may exercise the following powers:
- i. in the event that an Owner shall fail to maintain in a clean and sightly condition his Unit, or any parking area, balcony, deck, garden, landscaping area, or other area of the Parcel or portion of the Common Property, if any, the exclusive use of which has been assigned to him in accordance with these By-Laws or which may be owned by him, then after ten (10) days notice given to him to correct the unsightly conditions set forth in the said notice from the Board, the Board or its representatives

may order the unsightly condition corrected and the Owner shall reimburse the Board for all monies expended and all costs incurred in order to rectify the said unsightly condition and pay interest thereon at the Interest Rate after demand for payment has been made; and

- d. those powers provided for in the Act.

## **DAMAGE OR DESTRUCTION**

- 45. a. In the event of damage or destruction to a Unit or Units as a result of fire or other casualty, the respective Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purposes of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units effective immediately prior to the occurrence. Prior to making any determination under this sub-paragraph the respective 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 respective Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by registered mail to all Crossbow Landing and Crossbow Point Owners and registered first mortgagees.
- b. Unless there has been substantial damage and the Owners and first mortgagees by Special Resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the respective Board shall arrange for prompt repair and restoration using proceeds, subject to the terms of any insurance trust agreement, of insurance for that purpose. The respective Board shall cause the proceeds of all insurance policies to be disbursed, subject to the terms of any insurance trust agreement, to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the respective Board may assess the Unit Owners for such deficiency as part of the Common Expenses in accordance with these By-laws.
- c. Where there has been substantial damage and the Owners and first mortgagees resolve by Special Resolution within one hundred (100) days after the damage or destruction not to repair, the respective Board shall on behalf of its respective Owners make application to terminate the condominium status of the affected Parcel (i.e. either the Crossbow Landing Parcel or the Crossbow Point 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 of the affected Parcel; and
  - ii. the proceeds of insurance shall be paid to the Owners and mortgagees as their respective interests may appear in proportion to their respective

interests in the affected Parcel, in accordance with the terms of any insurance trust agreement;

- d. 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 Corporation pursuant to the Act or these By-Laws, whichever carries the greater coverage.
- e. Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables, and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- f. An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants;
- g. With respect to the Crossbow Point Buildings, any pipe freeze-up in a Crossbow Point Unit shall, unless there is direct evidence to the contrary, be presumed to be caused by that Crossbow Point Unit Owner who shall be responsible for and shall pay any insurance deductible of the Corporation in respect of any such loss, which payment shall be in addition to any other right or remedy the Corporation or other Owners may have against the offending Owner. With respect to the Crossbow Landing Buildings, any pipe freeze-up in a Crossbow Landing Unit shall, unless there is direct evidence to the contrary, be presumed to be caused by that Crossbow Landing Unit Owner who shall be responsible for and shall pay any insurance deductible of the Corporation in respect of any such loss, which payment shall be in addition to any other right or remedy the Corporation or other Owners may have against the offending Owner.

## INSURANCE

- 46. a. The Crossbow Landing Board and the Crossbow Point Board shall obtain and maintain (in the name of the Corporation if required) subject always to the Act at all times, to the extent obtainable, insurance on the Common Property and Equipment located on the Crossbow Landing Parcel and Crossbow Point Parcel, respectively, including without limitation the following insurance:
  - i. Fire insurance with extended coverage endorsement insuring all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation and all of the Units (excluding all improvements and betterments made to the Units by the Owners and all furnishings or other personal property of the Unit Owners)

for the full replacement cost thereof, without deduction for depreciation, and covering the interests of and naming as insured all Owners from time to time and also naming as insured their mortgagees (if such mortgagees have given written notice of their interest to the Corporation) and the Corporation, as their respective interests may appear and to be paid out in accordance with any insurance trust agreement;

- ii. Boiler insurance if any boilers or pressure vessels exist;
  - iii. Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution of the Crossbow Landing Units or the Crossbow Point Units, as the case may be;
- b. All policies shall provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all the insureds, including all mortgagees of Units who have given prior written notice to the Corporation of their interests and any insurance trustee. Prior to obtaining any policy of fire insurance or any renewal thereof and at least annually unless waived by a general meeting, the respective Board shall obtain an appraisal from a qualified appraiser setting out the full replacement value of the Buildings on the particular Parcel, including all of the Units and the Common Property and all property of the Corporation on that Parcel, and the respective Board shall forthwith deliver a copy of each appraisal to each Owner and each mortgagee who has given written notice to the Corporation of its interest. The Crossbow Land Board and the Crossbow Point Board both shall maintain their respective insurance policies at the level required by these By-Laws and suggested by the said appraisal.
- c. Exclusive authority to adjust losses and settle proceeds under policies hereinafter in force in the project shall be vested in the respective Boards or their authorized representative and the insurance trustee, in the event such has been appointed.
- d. In no event shall the insurance coverage obtained and maintained by the respective Board be brought into contribution with insurance purchased by Owners or their mortgagees and the respective Board's insurance shall be deemed to be primary insurance.
- e. Each Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board members and all officers for any liability arising out of any action or omission of the member of the Board or the officer with respect to carrying out the functions and duties of the member or officer, except as a result of a failure to exercise the powers and discharge the duties of their respect office honestly and in good faith. Each Board shall also maintain liability insurance insuring the Corporation and the Owners against any liability to the public or to the Owners and their invitees, licensees or tenants, incidental to the ownership or use of the Parcel or otherwise arising out of a breach of the Corporation's duty as the occupier of the Common Property or its ownership, use or operation of the Equipment. Limits of liability under such insurance shall be not less than \$2,000,000.00 inclusive for bodily injury or property damage per occurrence.



- f. The limits and coverage shall be reviewed at least annually by the respective Board and increased or decreased in its discretion. The policy or policies shall provide a cross liability endorsement wherein the rights of a named insured under the policy or policies shall not be prejudiced as respects their action against another named insured.
- g. Each insurance policy must insure the interest of the Corporation and the Owners, with standard mortgagee endorsements attached and shall also provide for:
  - i. a waiver by the insurer of its subrogation rights against the Corporation, its Board members, officers, manager, agents, employees and servants and the Owners and any member of the household or guests of any Owner or occupant of a Unit, except in the case of arson, fraud or a failure to act honestly and in good faith with a view to the best interest of the Corporation;
  - ii. a waiver by the insurer of any defense based on co-insurance (provided that policies of physical damage may contain co-insurance on a stated amount basis as long as the appraisal requirements of this By-Law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any insured; and
  - iii. a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the condominium status is terminated.

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner upon written request having been made therefore, and a duplicate original or certified copy of the policy to each registered mortgagee who has given written notice of his mortgage to the Corporation. A renewal certificate or memorandum of new insurance policies shall be issued to each registered mortgagee who has given written notice of his mortgage to the Corporation, not later than ten (10) days before the expiration of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation.

Notwithstanding the foregoing, the Owner may, and upon the written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by any Unit Owner.

#### **ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS**

- 47. a. The Common Expenses shall, without limiting the generality hereof, be collected by the respective Boards from their respective Unit Owners and shall include the following:
  - i. all levies or charges on account of garbage removal, electricity, water, gas and fuel services supplied to the Corporation for the project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

- ii. management fees, if any, cost of maintaining fidelity bonds, salaries, taxes and other expenses payable to or on account of employees or contractors of the Corporation;
  - iii. all the charges on account of cleaning and sweeping of the parking areas, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property;
  - iv. all charges on account of lighting and lighting fixtures situated on Common Property;
  - v. all charges on account of maintenance and repairs for those portions of any Units for which the Corporation is responsible under these By-Laws;
  - vi. all charges on account of maintenance and repairs for Common Property, the exterior walls and other structural parts of the building for which the Corporation is responsible under these By-Laws;
  - vii. all insurance costs in respect of the insurance for which the Corporation or the respective Boards are responsible under these By-Laws and/or the Act;
  - viii. all costs of and charges for all manner of professional consultation and servicing assistance required by the corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
  - ix. all reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation; and
  - x. any realty tax or other municipal or government levy or assessment against the Common Property or any improvement thereon or thereto or with respect to any Building on any Bare Land Unit prior to redivision thereof by the registration of the Redivision Plans.
- b. At least fifteen (15) days prior to the end of each fiscal year the Crossbow Landing Board and the Crossbow Point Board shall deliver or mail to each of their respective Owners at the municipal address of his Unit:
- i. a copy of the budget ("Proposed Budget") relating to the Crossbow Landing Parcel or the Crossbow Point Parcel, as the case may be, for the ensuing fiscal year; and
  - ii. a notice of the assessment for his contribution towards the Common Expenses or Maintenance Fees, as the case may be, for said ensuing fiscal year.
- c. The Proposed Budget set out by categories is an estimate of the Common Expenses or Maintenance Fees of the Corporation for the next fiscal year. The Proposed Budget shall include a reasonable provision for contingencies and replacements ("Reserve Fund").

- d. The Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation 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. Each of the Crossbow Landing Board and the Crossbow Point Board may by separate resolution determine the amount that their respective Unit Owners pay into or which may be paid out of their respective Reserve Funds. 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 By-Laws.
- e. The Common Expenses or Maintenance Fees set forth in each assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct in writing from time to time, in twelve equal, consecutive, monthly installments payable, in advance, on the first day of each month, the first installment to be made on the 1st day of the month immediately following receipt of such notice or assessment.
- f. All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days of 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 assessment payment first due.
- g. The Corporation shall, on the application of an Owner or any person authorized in writing by him, 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;
  - v. and, in favour of any person dealing with that Owner, the certificate is conclusive proof of the matters certified therein.
- h. Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation 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. a statement setting forth the amount of any contributions due and payable in respect of a Unit;
  - ii. the particulars of:

- (A) any action commenced against the Corporation and served upon the Corporation;
  - (B) any unsatisfied judgment or order for which the Corporation is liable; and
  - (C) any written demand made upon the Corporation for an amount in excess of \$5,000.00 that, if not met, may result in an action being brought against the Corporation;
- iii. the particulars of, or a copy of, any subsisting management agreement;
  - iv. the particulars of, or a copy of, any subsisting recreational agreement;
  - v. a copy of the current budget of the Corporation;
  - vi. a copy of the most recent financial statement of the Corporation;
  - vii. a copy of the By-Laws of the Corporation;
  - viii. a statement setting forth the amount of the Reserve Fund;
  - ix. a statement setting forth the amount of the monthly contributions and the bases on which that amount was determined;
  - x. a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
  - xi. a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings;
  - xii. a copy of any lease agreement or exclusive use agreement with respect to the possession of any portion of the Common Property;
  - xiii. a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
  - xiv. the particulars of, or a copy of, any subsisting insurance trust agreement.
- i. The omission by the Board to fix the assessments 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 By-Laws or release of the Owner or Owners from their obligation to pay the assessments or special contributions when in fact levied. Any installments from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability from his contributions toward the Common Expenses by waiver or by vacating or abandoning his Unit.
  - j. The Board or the Manager supplying any documents required to be provided in these By-Laws shall be entitled to charge a reasonable fee for the production thereof.

48. Notwithstanding the provisions of By-Law 47 (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 Buildings, Corporation's Units, Equipment 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 Buildings, Corporation's Units, Equipment 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
<b>Maintenance:</b>		
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 Point Buildings	100%	0%
Elevator Maintenance for Crossbow Landing Buildings	0%	100%
Mechanical and Heating Maintenance for Crossbow Point Buildings	100%	0%
Mechanical and Heating Maintenance for Crossbow Landing Buildings	0%	100%
Exterior and Structural Repairs and Maintenance to Crossbow Point Buildings	100%	0%
Exterior and Structural Repairs and Maintenance to Crossbow Landing Buildings	0%	100%
<b>Utilities:</b>		
Electricity, Water/Sewer, Gas, Phone/Elevator/Intercom for Crossbow Point Buildings	100%	0%
Electricity, Water/Sewer, Gas, Phone/Elevator/Intercom for Crossbow Landing Buildings	0%	100%
Garbage Removal – Crossbow Landing Parcel	0%	100%
Garbage Removal – Crossbow Point Parcel	100%	0%
<b>Administration:</b>		
Management Fee – Crossbow Landing Parcel	0%	100%
Management Fee – Crossbow Point Parcel	100%	0%
Legal, Accounting and Bank Charges for Crossbow Point Units	100%	0%
Legal, Accounting and Bank Charges for Crossbow Landing Units	0%	100%

<b>Inspection:</b>		
Elevator Inspections, Fire Alarm, Cross Connection and CO2 for Crossbow Point Buildings	100%	0%
Elevator Inspections, Fire Alarm, Cross Connection and CO2 for Crossbow Landing Buildings	0%	100%
<b>Insurance (including Liability):</b>		
Crossbow Landing Parcel (see By-Laws 5 and 46)	0%	100%
Crossbow Point Parcel (see By-Laws 5 and 46)	100%	0%
Common Roadway	50%	50%
<b>Realty Taxes (Including Local Improvements):</b>		
Corporation's Units on Crossbow Landing Parcel	0%	100%
Corporation's Units on Crossbow Point Parcel	100%	0%
<b>Other:</b>		
Reserve Fund (see By-Law 49)	100%	100%

Notwithstanding any other provision contained in these By-Laws 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. the Crossbow Landing Parcel or the Crossbow Point Parcel) it shall be deemed to refer to that land area encompassed by the respective Parcel as outlined in the Condominium Plan, notwithstanding that the Bare Land Units are subsequently re-divided by registration of the Redivision Plans. By way of clarification and example, a reference to Common Expenses incurred in respect of landscape maintenance on the Crossbow Landing Parcel shall be calculated by determining what land area was initially comprised in Bare Land Units 1 and 2 and then charging any landscape maintenance incurred in respect of that land area to the Crossbow Landing Units. The same is true for the Crossbow Point Parcel/Bare Land Units 3 and 4.

49. 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 to provide for contingencies and replacements of the Common Property and the Corporation's Units (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 By-Laws, but the Reserve Funds are 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. The respective Crossbow Landing Board and Crossbow Point Board may by resolution determine the maximum amount that may be paid from their own respect reserve funds in respect of a single expenditure.

50. At each annual general meeting of the Corporation, the Crossbow Landing Board and the Crossbow Point Board shall review the actual budget costs against the proposed budget costs and make any changes which are required to the allocation chart contained in By-Law 48 in order to more closely reflect the actual Common Expenses incurred by the Corporation. In making any such changes, both Boards shall act reasonably and such a decision to amend the allocation chart shall be made by a majority resolution passed by both Boards.

### **SPECIAL ASSESSMENTS**

51. If at any time it appears that the annual assessment or contribution towards the Common Expenses will be insufficient to meet the Common Expenses or Maintenance Fees, and the Corporation or the Developers, as the case may be, chooses to directly levy any costs, expenses, fees or tax bills, the Corporation or the Developers may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses or Maintenance Fees. The Corporation or the Developers shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Crossbow Landing Owners or the Crossbow Point Owners, as the case may be, in proportion to the Unit Factors. All such special contributions 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.

### **DEFAULT IN PAYMENT OF ASSESSMENTS**

52. Default in payment of assessments and lien for unpaid assessments, installments and payments:

- a. The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a first paramount lien against such estate or interest subject only to the rights of any registered first mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. 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, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, installment 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 against assessments, installments or payment which are in arrears for more than thirty (30) days, the Owners shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due 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 by law or in equity, from time to time;

- b. Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, installment 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 first paramount lien, subject to the estates or interests hereinbefore mentioned 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;
- c. Notwithstanding, and in addition to, any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, 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 therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d. In the event of any assessment against, or installment or payment due, from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such owner's Unit who have notified their interests to the Corporation;
- e. In the event of any assessment against or installment or payment due from an owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments 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, installments and payments shall become payable on and as of the date of the said notice;
- f. All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation in registering and discharging a Caveat or in any way protecting its interest hereunder shall constitute a payment due the Corporation.

#### ESTOPPEL CERTIFICATE

53. Any certificate as to the Owner's position or responsibility with regard to contributions, expenses, assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed 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

by the Corporation in the event of information improperly stated in such Estoppel Certificate by the Owner.

## LEASING OF UNITS

54. In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in a form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and the By-Laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

55. The Corporation is authorized to:

- a. impose and collect deposits under the Act;
- b. give notices to give up possession of residential Units under the Act;
- c. make applications to the court under the Act.

56. Notwithstanding the provisions of By-Laws 54 and 55, no Crossbow Landing Unit may be rented or leased for periods of time less than 28 days, and in the event that any such Crossbow Landing Unit is rented or leased for a period of time of less than 28 days the Owner of such Crossbow Landing Unit shall be deemed to be in default of these By-Laws and shall, in addition to all other remedies of the Crossbow Landing Board or the Corporation contained herein, shall pay the sum of \$500 per day for every such day less than 28 days.

## SEVERABILITY

57. All provisions of these By-Laws shall be deemed independent and severable and the invalidity in whole or in part of any By-Law does not affect the validity of the remaining By-Laws, which shall continue in full force and effect as if such invalid portion has never been included herein.

## NOTICES

58. Unless otherwise expressly provided in these By-Laws, service of any notice required to be given under the Act or under these By-Laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by the post shall be deemed to have been sent and received twenty four (24) hours after it is posted. An Owner or a mortgagee may at any time in writing 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 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 By-Laws.

59. 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.

#### **DEBT RETIREMENT ON TERMINATION**

60. Subject to the provision of the Act, upon termination of the Condominium status for any purpose, all creditors 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 provided the Crossbow Landing Turnover Date and the Crossbow Point Turnover Date have been reached.

Prior to the Crossbow Landing Turnover Date to the extent that the assets for distribution,

- a. represent the value of the Crossbow Landing Buildings which have been redivided pursuant to a Redivision Plan, the value shall be distributed amongst the Owners of the Crossbow Landing Units in proportion to their Unit Factors;
- b. represent the value of a building on the Crossbow Landing Parcel which has not been redivided by a Redivision Plan, the value shall be distributed to the Owner of the Crossbow Landing Parcel; and

the remainder of the value of the assets for distribution shall be distributed to the Crossbow Landing Owners in proportion to their Unit Factors.

Prior to the Crossbow Point Turnover Date to the extent that the assets for distribution,

- a. represent the value of the Crossbow Point Buildings which have been redivided pursuant to a Redivision Plan, the value shall be distributed amongst the Owners of the Crossbow Point Units in proportion to their Unit Factors;
- b. represent the value of a building on the Crossbow Point Parcel which has not been redivided by a Redivision Plan, the value shall be distributed to the Owner of the Crossbow Point Parcel; and

the remainder of the value of the assets for distribution shall be distributed to the Crossbow Point Owners in proportion to their Unit Factors.

#### **COMPANY WHICH IS MEMBER OF BOARD**

61.
  - a. 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, shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the paragraph next following shall be deemed to be a resolution of the Board.
  - b. 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 By-Laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board if and when an appointed representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, and any appointment or removal under this By-Law shall be made in writing under the hand of the representative making the same.

## REALTY TAXES

62. The realty taxes and other municipal and governmental levies or assessments including, without limitation, local improvement taxes (collectively "Realty Taxes") against land, improvements, the Units, the Common Property and/or the Corporation's Units shall be assessed and imposed in accordance with the following:

- a. all Realty Taxes levied directly against a Crossbow Landing Unit or a Crossbow Point Unit shall be paid by the respective Owner thereof;
- b. all Realty Taxes assessed against Common Property or a Corporation's Unit and located either within the Crossbow Landing Buildings or on that portion of the Crossbow Landing Parcel which was originally comprised in Bare Land Units 1 and 2 (upon which the Crossbow Landing Buildings are now situated) shall be 100% paid by the Owners of the Crossbow Landing Units in proportion to their respective Unit Factors among each other; and
- c. all Realty Taxes assessed against Common Property or a Corporation's Unit and located either within the Crossbow Point Buildings or on that portion of the Crossbow Point Parcel which was originally comprised in Bare Land Units 3 and 4 (upon which the Crossbow Point Buildings are now situated) shall be 100% paid by the Owners of the Crossbow Point Units in proportion to their respective Unit Factors among each other.

## INDEMNIFICATION OF OFFICERS AND MANAGERS

63. The Corporation shall indemnify every director, officer or employee and his or her heirs, executors and administrators against all loss, costs, and expenses, including legal fees, 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 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 gross negligence or willful misconduct. 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.

## **NON-PROFIT CORPORATION**

64. The Corporation is not organized for profit. No 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, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or enure to the benefit of any Board member. The foregoing, however, shall neither prevent nor restrict the following:

- a. reasonable compensation may be paid to any member or manager while acting as an agent or employee of the corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- b. any member or manager may, from time to time, be reimbursed for his actual reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

## **COSTS OF DEVELOPMENT AND REDIVISION**

65. Nothing in these By-Laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Building or the construction or installation of any amenities planned by the Developers, or the registration of any Condominium Plan, all of which costs shall be borne by the Developers.

## **RELEASE AND DISCHARGE OF THE DEVELOPERS**

66. Following substantial completion of the Buildings and the amenities on either the Crossbow Landing Parcel or the Crossbow Point Parcel, as the case may be, and transfer to the Corporation of the Common Property and Equipment related thereto, the respective Developer shall deliver to the Corporation an Architect's Certificate certifying the substantial completion of the Buildings and noting any deficiencies in connection therewith. Subject to completion of any deficiencies noted in the Architect's Certificate, the Developers shall be and is hereby released from all liabilities to the Corporation in any way arising out of the construction and development of the Buildings and the amenities.

## **CONSENTS AND ASSURANCES BY CORPORATION**

67. Development, design and construction of the Buildings and their amenities shall be within the sole control and discretion of the Developers without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of the Buildings or the amenities on either the Crossbow Landing Parcel or the Crossbow Point Parcel. The Corporation and the Owners shall, at the expense of the Developers, provide all consents to, and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developers to permit or assist such construction and completion. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of

the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, document or assurance required by the Developers and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing.

## USE AND OCCUPANCY RESTRICTIONS

68. a. An Owner shall not:

- i. use his Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the condominium project or for a purpose involving the attendance of the public at such Unit. However, an Owner shall be entitled to use his Unit for commercial purposes, akin to a home based business, subject to all of 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 local authority; and
  - (C) The Owner shall first have notified the Board in writing and received Board approval of such activity;
- ii. make or permit noise in or about any Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- iii. keep or allow any animal, livestock, fowl or pet of any kind (other than birds or fish or small animals restrained at all times in enclosures inside the Unit, or cats and dogs who are no taller than 18" at the shoulder provided the animal is either (i) pre-approved by the Board, or (ii) qualifies as aforesaid and is owned and brought by the Owner to the Unit when the Owner first occupies same in which case no Board approval is required) at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold, and if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs must be hand leashed and kept under control at all times. If solely in the opinion of the Board, any animal including cats and dogs kept in a unit becomes a nuisance, the Board may give notice (on such terms and conditions as the Board shall determine) to the owner of the animal, to remove the animal permanently;
- iv. except in accordance with these By-Laws, use or permit the use of his Unit other than as a single family dwelling or for a purpose other than for residential purposes;

- v. in the case of an Owner of a Crossbow Landing Unit, permit his Unit to be occupied, by more than six (6) persons (whether adult or minor) at any given time without the consent in writing of the Board;
- vi. do any act or permit any act to be done, or alter or permit to be altered his Unit in a manner, which will alter the exterior appearance of the structure comprising his or any other Units;
- vii. permit laundry to be hung other than inside the Unit;
- viii. erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Common Property or on any exclusive use area assigned to him;
- ix. permit, store, erect, or hang over or cause to be erected or to remain outside any window, door or deck or any other part of a Unit or on the common property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, including bicycles, fences, hedges, air conditioning units, barriers, partitions, awning, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower, dish or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
- x. store any combustible, inflammable or offensive goods, provisions or materials in his Unit or on the Common Property. Notwithstanding the foregoing, Owners shall be entitled to store propane barbecues on patio decks only, provided that the storage of such barbecues takes place in a manner that does not increase the fire risk or hazard to the Buildings or residents thereof;
- xi. 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 or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xii. do anything or permit anything to be done by an occupier of his Unit in his Unit, or the Common Property that is contrary to any statute, ordinance, By-Law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xiii. do or permit anything else to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys 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;

- xiv. deposit customary household refuse and garbage outside his Unit other than in proper garbage containers and only on days designated for garbage collection;
- xv. erect, place, allow, keep or display signs, billboards, advertising matter including any form of for sale signs, or other notices or displays of any kind, or place tinfoil or flags on the Common Property or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior approval of the Board;
- xvi. 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;
- xvii.
  - (A) use any part of the Common Property other than a parking area designated by the Board or the Condominium Plan for the parking of any motor vehicles except in accordance with permission in writing from the Board;
  - (B) wash cars in such a manner as will cause nuisance or annoyance to the Owners and in such place and at such times as the Board may from time to time regulate, set forth or direct and no repairs or adjustments to automobiles shall be carried out on the project, nor shall any vehicles other than private passenger automobiles be brought on to the project without the written consent of the Board or a member or a manager or nominee thereof save in the course of delivery to or removal from the respective premises;
  - (C) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles or equipment to be parked or stored other than in an area designated by the Board;
  - (D) keep on the Common Property any private passenger automobile which is not in operating condition and being used from day to day;
  - (E) drive any motor vehicle on the Common Property at a speed in excess of 15 kilometres per hour;
- xviii. obstruct or permit any entry, hallways, walkways, passages, driveway ramps or driveways or parking areas to be obstructed by his family, guests or visitors;
- xix. shake mops or dusters of any kind nor throw anything out any windows in his Unit or on the Common Property, nor permit anything of this kind to be done;
- xx. make or cause to be made any structural, mechanical or electrical alterations or additions to his Unit or any load bearing wall, without first



having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from time to time such costs are incurred until paid;

- xxi. use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
  - xxii. allow the area around his premises to become untidy. 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;
  - xxiii. use or permit any member of his household, guests or visitors to use any Common Property or recreational or general amenity spaces (if any) except in accordance with the rules and regulations applicable thereto which may be established by the Board;
  - xxiv. 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, and each Owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles, including bicycles, toys and like things belong to an Owner's household be put away inside such Unit when not in actual use;
  - xxv. prevent or prohibit access to and use of exterior water taps on his Unit for purposes of maintaining Common Property;
  - xxvi. without the consent in writing 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, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the project generally; and
  - xxvii. leave any automobile or any other vehicle on any above ground parking stalls which are part of the Common Property and have not been sold or licensed to, or are not the exclusive use of, any Owner for a period exceeding 48 hours (or such longer period as the Board approves). In this regard, any Owner shall likewise ensure that his visitors, invitees, and Occupants do not leave any automobile or vehicle on any above ground parking stalls for a period exceeding 48 hours.
- b. An Owner shall ensure that all occupants, guests, friends or invitees of his comply with all requirements set forth in these By-Laws including, without limitation, those items set forth in By-Law 68(a) above.

## USE OF RECREATION AREAS

69. 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.

70. 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 rules and regulations governing the use of recreation areas by the occupants and Crossbow Landing Owners and without limiting the generality of the foregoing may make rules and regulations 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 Owners or guests of Crossbow Landing Owners if they are accompanied by a Crossbow Landing Owner at all times. These recreation areas on the Crossbow Landing Parcel are not available for use by the Crossbow Point Owners.

71. 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 rules and regulations governing the use of recreation areas by the occupants and Crossbow Point Owners and without limiting the generality of the foregoing may make rules and regulations 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 Owners or guests of Crossbow Point Owners if they are accompanied by a Crossbow Point Owner at all times. These recreation areas on the Crossbow Point Parcel are not available for use by the Crossbow Landing Owners.

72. An Owner shall be personally liable and responsible for 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.

## DEVELOPERS RIGHTS

73. During such time as the Developers is the owner of one or more of the Units, it shall have the right to maintain one or more of the Units as display Units and carry on such sale functions as it considers necessary from such Units (including, without limitation, for the purpose of marketing any unsold Units in this or any other projects of the Developers). Notwithstanding By-Law 49, the Developers may lease any Unit or any part thereof without the consent of or notice to the Corporation or the Board. The Developers, its agents, employees and invitees shall have rights of way over and use of the Common Property:

- a. for the purpose of marketing, including maintaining any display or sales offices as the Developers may require; and
- b. for the purpose of completing any repairs, deficiencies or inspections to the Buildings, amenities or Equipment or any part thereof and for that purpose shall also have access to the Units.

Nothing in these By-Laws shall restrict the right of the Developers to install signs on the Common Property or in the windows of any Units owned by the Developers relating to the marketing of the Units.

### **PRIVATE TO PRIVATE EASEMENTS**

74. Each Owner hereby acknowledges and agrees to execute any and all documents or assurances required by the Corporation, any utility company, or other entity required or entitled to supply requested services to the Parcel, in respect of any private to private easements which are required to protect any drainage, power, sewage, telephone, radio, television, or natural gas services which cross one Unit or Building to service another Unit or Building.

75. There shall be implied in respect of and against each Unit and Building an easement, to which that Building and the Units located therein are subject, for the passage or provision of water, sewage, 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 which are necessary or which may exist within the Unit and Building, as appurtenant to and in favour of the Common Property and also appurtenant to and in favour of every other Unit and the Building on the Parcel (i.e. both the Crossbow Landing Parcel and the Crossbow Point Parcel) capable of enjoying those utilities and easements.

76. There shall also be implied in respect of each Unit and Building, in favour of the Owners of those Units and Buildings, and as appurtenant to that Building and the Units located therein, easements for the passage or provision of water, sewage, 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 and Building.

77. There shall also be an implied easement over the Common Property on the Crossbow Landing Parcel for the benefit of all Crossbow Landing Units for access to and from each respective Unit, subject always to the control, management, rules and regulations of the Corporation as set by the Crossbow Landing Board from time to time. Likewise, There shall also be an implied easement over the Common Property on the Crossbow Point Parcel for the benefit of all Crossbow Point Units for access to and from each respective Unit, subject always to the control, management, rules and regulations of the Corporation as set by the Crossbow Point Board from time to time. These implied access easements are in addition to, and in shall no way limit, the terms and conditions of the Access and Easement Agreement.

## **PARKING AREAS**

78. The outside (above ground) parking areas, for which no separate certificates of title exist, designated as Common Property or Corporation's Units on the Condominium Plan or any Redivision Plan, as the case may be, may, at the option of the Developers, become the subject of a lease agreement between the Developers and the Corporation for a nominal amount. Although these parking stalls are considered Common Property this shall not affect the Developer's ability to use (pursuant to the aforesaid lease agreement) and transfer this leasehold right, or a portion thereof, in these parking stalls upon terms and for such price as the Developers, in its sole discretion, deems acceptable without compensation payable to the Corporation. However, the lease agreement relating to these parking stalls shall only be transferred, in whole or in part, to and may only be used by Owners of Units and not for any other third party purposes. Upon the assignment of one or more of the parking stalls by the Developers to an Owner, the Developers shall be released from any liabilities, obligations, rights or benefits in respect thereof (and shall be solely entitled to keep all consideration paid by the Owner to the Developers for the assignment of the rental agreement in respect of such parking stalls and which consideration shall for all purposes be and remain the sole property and for the absolute use of the Developers), and from and after the date of the assignment the Owner shall be required to maintain the parking stall and comply with other aspects of the assignment agreement, the lease agreement and these By-Laws relating to parking areas and Common Property. Additionally, any Owner who becomes a transferee or assignee of such parking stall shall be responsible for a special monthly assessment (in addition to the regular condominium fees payable) equal to \$10.00 per month for the electrical service provided to the parking stall, or such other lesser or greater amount as the Board may determine from time to time.

79. All Parking Units located in the underground parkade or the surface parking stalls constructed on the Crossbow Landing Parcel may only be owned or used by Crossbow Landing Owners, and all Parking Units located in the underground parkade or the surface parking stalls constructed on the Crossbow Point Parcel may only be owned or used by Crossbow Point Owners. Assuming the vendor of a 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 Unit. Should the Owner of a Unit own more than one Parking Unit, he or she may transfer that additional Parking Unit to any other Owner of a Unit provided always that the purchaser of his Unit receives at least one Parking Unit as aforesaid upon the sale of the residential Unit.

## **UNIT FACTORS**

80. Subject to By-Law 5(1), in the event that these By-Laws impose any costs, assessment, Common Expenses or Maintenance Fees on an Owner, that Owner shall pay his proportion of those expenses or assessments in accordance with his Unit Factor in relation to all other Unit Factors of Owners located on his Parcel. By way of clarification, Common Expenses or Maintenance Fees charged to Crossbow Landing Units shall be paid by Crossbow Landing Owners in proportion to their Unit Factors versus all of the Unit Factors of the Crossbow Landing Units (without taking into account any Unit Factors attributable to the Crossbow Point Parcel. However, in the event that Common Expenses are levied among all Owners (both Crossbow Landing Owners and Crossbow Point Owners) then each Owner shall pay his proportionate amount based on his relative Unit Factor calculated by dividing the total of the

Unit Factors assigned to his Units by the difference between 10,000 less the Unit Factors for the Corporation's Units.

81. In these By-Laws where an Owner has obligations and/or entitlements that are based on his relative Unit Factor, such relative Unit Factor shall be determined in accordance with By-Law 80.

#### **RESTRICTIVE COVENANT - AGE**

82. 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 paragraph 82(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 Unit. "Spouse" also means a person who holds that position usually enjoyed by a spouse whether or no he or she is legally married;
  - ii. the Board may authorize a person to occupy a 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.

#### **RESOLUTION OF DISPUTE**

83. If at any time there is a dispute as to the right to exclusive use of a portion of the Common Property as between the Owners of the Crossbow Point Units and the Crossbow Landing Units, or a dispute as to allocation of some portion of Common Expenses, or any other issue between the Owners of the Crossbow Point Units and the Crossbow Landing Units, such dispute shall be submitted to an individual as mutually agreed upon by the parties for determination or where no such arbitrator can be agreed upon, then the arbitrator shall be appointed pursuant to the provision of the Arbitration Act (Alberta), whose decision shall be final and binding upon all Owners, the Board and the Corporation. The fees of such arbitrator will be deemed to be a Common Expense.

## GENERAL PROVISIONS

84. 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):

- a. any reconstruction or alteration of the Common Roadway located on the Parcel;
- b. change, amend or repeal By-laws;
- c. borrow any money on behalf of the Corporation, whether secured or unsecured; or
- d. terminate the condominium status of the Corporation.

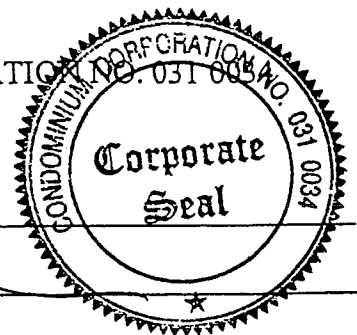
85. The terms of these By-Laws shall run with the project and shall bind all future Owners of Units during the currency of these By-Laws.

Enacted this 31 day of January, 2003.

CONDOMINIUM CORPORATION

PER: \_\_\_\_\_

PER: \_\_\_\_\_



COPY OF INSTRUMENT  
REGISTERED AS 031078230  
LAND TITLES OFFICE  
~~EDMONTON~~  
*Calgary*

Form 3

**NOTICE OF CHANGE OF BY-LAWS**  
Condominium Property Act Section 26

Condominium Corporation No. 031 0034 hereby certifies that, by a special resolution passed on March 3, 2003, the by-laws of the corporation were added to, amended or repealed as follows:

"Be it resolved as a unanimous and special resolution of Condominium Corporation No. 031 0034 (hereinafter referred to as "the Corporation") that the By-Laws of the Corporation as set out in Appendix 1 of the Condominium Property Act R.S.A. 1980 ch.C22 and amendments thereto, be and they are hereby repealed and the By-Laws of and applicable of the Corporation and the parcel referred to in Condominium Plan 031 0034 from and after the date of this Resolution, the By-Laws as set out in paragraphs 1 through 85 inclusive of the annexed By-Laws to replace the By-Laws set out in Appendix 1 of the said Act."

The Seal of Condominium Corporation No. 031 0034 was hereto affixed on the 3rd day of March, 2003.

Condominium Corporation No. 031 0034

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

