

Crossbow Condominium Proposed New Bylaws Compiled Questions, Comments, Responses

These questions originated from individual owners and our Boards. The responses were all drafted and reviewed by the Bylaw Committee and both Boards.

They are dated from January 5, 2024 to Feb 19, 2024.

Each question and response starts with a reference bylaw number or the heading "Bylaws General". *Each question is printed in italics.*

Note regarding dog size bylaws 66B(f): we received a few questions/comments prior to the town hall sessions and they are included here. The discussions in the town hall meetings were extensive and generated many follow up comments on both sides of the dog size issue. We have chosen NOT to include those here, because we intend to survey all owners on that question.

Bylaws General

Our Crossbow Condominium's two Phases (that's the word the bylaws will now use for Point and Landing) act independently of each other when it comes to day-to-day operations (pets etc.) and things that affect our infrastructure (air conditioning units etc.) The bylaws reflect that.

Thank you so much for the hundreds of hours you took over the past few years to update the proposed Bylaws. They are very comprehensive. I'm feeling it is a daunting task that condo owners should have to read, in entirety, both sets of bylaws- the old and the proposed - and the new Act, and try to compare and decipher what is being lost and what is being added. Would you mind making clear to members what those changes are - and more importantly, provide an explanation for each change. Thanks so much.

Response:

Due to the number of changes from the current to the proposed bylaws, it is not possible to provide comparative details on all the changes - it would be an extremely daunting task and as such is not practical for us to undertake. Basically, the bylaws have been rewritten in full.

What we do suggest, is that you review the sections of the bylaws that you feel are most important to you, and/or that you are most concerned about. As you know, in our January 3 correspondence we suggested that owners review at a minimum Bylaw 5 (Duties of the Owners) and Bylaw 66 (Use and Occupancy Restrictions). There are equivalent sections in the current bylaws (Bylaw 3 - Duties of the Owner; and Bylaw 68 -Use and Occupancy Restrictions.

If subsequently you have a couple of specific questions, please feel free to submit them and we will do our best to answer them.

Also, you may find it helpful to attend one of the Town Halls. We offer 2 in person and 2 in virtual format. Following the first two presentations, we anticipate being able to post the presentation to our website. That may be of further assistance to you as a reference.

If you are Landing residents the provisions of the new bylaws that refer only to Point don't apply to you at all, and vice versa.

- *In 2017 owners were told that the proposed bylaw review would include severing the Landing from the Point bylaws. It has not been explained to owners why this has not occurred.*

Response:

The concept of separating the bylaws was discussed by the Bylaw review committee and our boards during our review process. We did a lot of fact-checking to determine where and how our bylaws differed or were the same for Landing and Point. However, this conversation has to start with the nature of Crossbow. As you know Point and Landing are subsets of one condominium in the eyes of the government. Like Siamese twins, we are physically and legally "joined at the hip". McLeod reminded us of that fact many times as we worked on the bylaws. So, the real question is "why don't we separate completely?" The answer we got quickly put an end to that discussion: Minimum cost \$100,000, and there would still need to be a (new) agreement between us because we share a common roadway and common utility feeds. Neither of our Boards nor the Bylaw review committee felt that would be money well spent.

Now that our bylaws are in a PDF form where we can trust the wording will copy correctly (see our response to your next question) the job of separating our bylaws into Point, Landing and Common is possible, but we estimate would take a week or so of work to do so, not to mention the cost of the subsequent legal review. Should any owner decide to do this, the review committee would be glad to informally check their work.

- *At the 9 July 2020 Town Hall owners were told that with the next revised version of the bylaws a summary document outlining/identifying the changes would be provided. Is this forthcoming?*

Response:

To do this would require a "blackline" document comparing the 2003 bylaws to the draft we sent all owners this January. Unfortunately the 2003 bylaws were done by another process, using a different lawyer. We have never had anything but the scanned version. It did not make sense to update and retype (or use Optical Character Recognition software and edit) the old bylaws, then move forward with wholesale changes (the committee can attest to the colossal job that would have been). Moreover, McLeod Law has their own legal drafting style, and the new draft reflects much new work some ~21 years subsequent. That's a long way 'round of saying we didn't do a comparative blackline and we don't intend to.

The four upcoming Town Hall presentations are a substitute for that. The presentations contain information on the changes the bylaw review committee thought would be of the most interest to owners in both Phases ("Phases" is the word our bylaws now use as legal shorthand for the two distinct sides of our condominium; see definition bylaw 1(mm)). Our Boards took that list and added to it. Owners will have access to the presentation slides for their own use, as a partial record of the changes.

- *If this is one set of bylaws, why are there two websites for info, etc? All owners at Crossbow need the same information.*

Response:

Good question. It stems from the fact that the two Phases run their operations independently, including owner communication, on most day to day things. Any owner can use either. All questions and answers are being reviewed by both Boards as well as the bylaw committee. The information should be available to both Phases. Also, as the Landing's website is under re-development, the Boards made the decision to use the Point's website for the current Bylaw presentation information (<https://www.crossbowpoint.com/proposed-bylaws.html>).

- *Will all questions, comments, etc by owners, with responses, be posted on the website, or will this info be "sanitized" by the Board and only a limited amount be posted?*

Response:

The word "sanitized" seems to imply some form of censorship. That is not the case. Our intent is to publish everything that is meaningful. In some cases, comments we get from owners may appear as "tweaks" to the bylaws we all will be voting on.

My General Opinion: There are 78 General Restrictions (Section 66 - Use and Occupancy), plus another 49 Restrictions under Pets, Parking and Renovations covered in these Bylaws. There are also 40 Obligations under "DUTIES of the OWNERS". That totals 167 Restrictions or Obligations or Duties in which condo owners must abide. In addition, there is a total of 32 Bylaw Restrictions that require an owner to obtain written Board Approval or permission. This totals 199 Restrictions or Obligations that owners must follow. That does not even take into all the parts of the Bylaw that refer to Legal and Financial Obligations of the owner. As well, there are some Restrictions that I feel do not conform to the Board's four listed Purposes 66:(c). Any relaxation on those I mentioned above would be welcomed.

Response:

Wow! Never seen that math done before! It does seem very daunting. All we can say is that (i) the bylaw committee and our Boards have been through every one of them and decided they were all worthwhile; (ii) that number is exceeded by the number of ways people can figure out to circumvent the 4 Purposes that started our discussion with you [refer to bylaw 66(c)]; (iii) we are depending on Mcleod's much wider experience to augment our own in effectively guiding how we live at Crossbow.

1

Definitions Section

What Alberta condo act is latest as you reference the 2000 act?

Response:

When you look up the Ab Condo Act website, what comes up today is

Revised Statutes of Alberta 2000

Chapter C-22

Current as of August 29, 2022

At the time the committee finished its work in September 2023, we checked to confirm that our bylaws were not offside of that version.

1(d)

Paragraph 1(d) I believe is missing 26 units.

Response:

We caught that one too. Goes to show that no matter how many eyes look at these, there's always something....

We covered that and a few other glitches we've found in the cover letter to owners you received Jan 4, 2024: "Some of the proposed Bylaws continue to be fine-tuned (e.g., 16(p)), and may change slightly; no material changes are anticipated."

1(e),1(j),1(k)

There are a lot of confusing and unknown references in this section including 1(e), 1(j) and 1(k).

Response:

1(e): Bare Land Units: These are parts of the property that are bare land. It's necessary to refer to the condominium plan 031 0034 to identify what parts of the property they constitute. They are part of common property.

1(j): This is the legal definition of the sum of almost everything (but see 1(e) above and 1(k) below) except the Residential Units; i.e. the common property.

1(k): This is more of the common property. It is defined separately because it is described somewhat differently from what is defined in 1(j) in the Redivision Plans.

These complex legal descriptions were the subject of a meeting between our counsel and one of our committee members early this summer, for the purpose of checking the accuracy and completeness of the descriptions. Notwithstanding the issue raised regarding 1(d) above, we were satisfied things were in order.

1(t)

Where are the Common Property Units #216 and #523 listed in Section I, 1(t)?

Response:

These property units are located within the parking areas of Point's garages. Our understanding is that when the developer prepared early plans for titled parking, these two parking areas were contemplated. When construction was completed those parking areas could not be allocated as titled property and therefore remain the property of the condo corporation. For your additional information, the condo corporation pays a small and reduced amount of property tax in respect of the two 'legal' stalls.

1(oo)

In paragraph 1(oo), is this meant to say you don't want oversized vehicles?

Response:

Defining "oversize vehicles" would be imprecise. Our bylaws instead define what is permitted.

1(uu),1(vv),5(j), 73

Somewhere in this document it refers to Restrictive covenants regarding Parking and Age. I am sorry, I could not find the reference again and I scanned the whole document. There is a specific article about the Restrictive covenant regarding Age being for the Point. The reference I mean occurs earlier in the document and does not specify the Point, which I found confusing at the time. Sorry I can't give you the exact spot in the document but my program does not allow a search for the term.

Response:

Rephrasing, your concern is that a Landing owner reading the new bylaws has no idea that the RCs don't apply to them.

When the Act was changed in 2019 the government abolished all age restrictions except 55+ but grandfathered other long standing age restrictions until Dec 31, 2032. As Landing has no age restrictions that doesn't matter to Landing.

We did the reference search for you. The Point's RCs (age and parking) are mentioned right at the top of the new bylaws, Definitions 1(uu) and 1(vv), Duties of the Owners 5(j) and again in Restrictive Covenants Bylaw 73. There is also a reference in the heading to our 2003 bylaw 82, which is the only one of the old bylaws that will not be repealed when we vote in the new bylaws. Only bylaw 73 and old bylaw 82 reference Point specifically, and only the age restriction.

The other references do not appear to be specific to Point. The RCs themselves refer to Crossbow Point only. Landing has no RCs.

This involved a very complex discussion with McLeod Law. So, our response to your concern is “that’s the way the lawyers said the RCs had to be handled in our bylaws”.

(For your interest, a Restrictive Covenant is an alternate way of defining an owner’s obligations within a condominium corporation, but it is put in place or removed via the courts rather than via the Condominium Act, Regulation and bylaws. If you were an owner in Point you would see the RCs on your unit title documents. Not so for Landing.)

5

Is it possible to highlight the what changes of significance were made to the Duties of Owners. Specifically, are there new duties we should be aware of? Are there changes in terms of any property or responsibility which was previously the responsibility of the board/corp, and is now a duty of the owner?

Response:

We understand both your question and your overall concern. The answer to this seemingly simple question is quite complex. It includes looking at a much wider portion of our bylaws than just “Duties of the Owners”. In fact, ALL our bylaws are about either the duties of the owners (both things they need to do and things they are prohibited from doing) or the duties of the corporation and Boards. We decided early on that “getting it right” and “getting it complete” would take priority over “getting it simple and better arranged”.

The shorter answer is that very little has changed in the owners’ duties and do-nots. The 2003 bylaws had some ambiguities and omissions and we tried to correct them. Here are some that did change (not a complete list):

- 5(c)(vii) assigns owners responsibility for light bulb replacement in fixtures on the outside their units.
- 5(h) Makes differing provisions for air conditioning in Point (prohibited) and Landing (no window A/C.).
- 6(e)(vii) moves responsibility for floor heating zone valves and 6(e)(ix) replacement (not maintenance) of Landing’s electronic door locks to the corporation.
- 6(e)(viii) standardizes responsibility for in-unit smoke detectors to the corporation for both Point and Landing.
- 53(f) in case of a loss on common property caused by an owner, owner is required to carry insurance on the corporation’s insurance policy deductible.
- 66A(aa) prohibits wildlife feeding and bird feeders.
- 66A(bb) regulates smoking and vaping of any substances including cannabis.
- 66A(gg) limits types and spacing of outdoor cooking devices.

It is worth noting that in this short sample four different bylaws are mentioned.

The four upcoming Town Hall presentations are a substitute for a precise comparison. The presentations contain information on the changes the bylaw review committee thought would be of the most interest to owners in both Phases (“Phases” is the word our bylaws now use as legal shorthand for the two distinct sides of our condominium; see definition bylaw 1(mm)). Our Boards took that list and added to it. Owners will have access to the presentation slides for their own use, as a partial record of the changes.

5(c)(ii)

Duties of the Owners

Please clarify who is now responsible for window weather stripping.

Who is now responsible for replacing windows with blown window seals as seen as fogging between glass panes in a sealed unit?

Response:

We agree the wording is slightly different from the 2003 bylaws. No change from the present assignment of this type of responsibilities between owners and the Corporation is contemplated.

5(c)(viii)

II.5(c)(viii) any mailbox lock and/or key for his Unit. The Crossbow Landing Board is responsible to replace the electronic door locks on the Crossbow Landing Units. A Crossbow Landing Owner is responsible to repair and maintain his Unit’s electronic door locks.

Our electronic lock has never worked since we bought the unit in April 2023. The above draft wording is contradictory as who is responsible for replacing a lock that does not work? Does the Board replace at their cost, or do I call a locksmith to investigate and determine? Honestly, I am fine either way, but the wording is confusing.

Response:

The committee’s discussion and the new bylaw make a distinction between day to day maintenance (you) including batteries, lubrication etc. and replacement of a totally non-functioning lock (the Board). Presuming you did change the batteries and apply a little lubrication where necessary we suggest you wait until the new bylaws are passed and then contact the Board for further instructions as to how to proceed.

5(c)(viii), 6(e)(ix)

Under point 5.c.viii. AND 6.e.ix both refer to replacement of the electronic door locks for the Crossbow Landing Units. This implies that the Board would replace electronic door

locks for the individual units; but I know that this really means the locks for the entrance doors to the building. In this case the term Unit is being used for the common area doors and the building doors; very misleading.

Response:

In fact, clause 5A(c)(viii) reads exactly as it was meant to, and it does refer to the electronic door lock on your unit's front door. The committee's discussion and the new bylaw make a distinction between day-to-day maintenance including batteries, lubrication etc. (you) and replacement of a totally non-functioning lock (the Board).

5(h)

*Why would the Landing permit **Air Conditioning**, and the Point not permit it?*

Response:

LANDING: electricity usage is separately metered for each individual unit, so if an owner installs A/C, only their unit's power bill will be impacted. POINT's electricity is billed as part of condo fees, so A/C use would cause condo fees for all owners to rise irrespective of whether they used A/C or not. The two Phases' different infrastructures led to different bylaw provisions. Window or mini-split A/C units are prohibited in both Phases on the principle that they have a potential detrimental effect on the overall exterior appearance and envelope integrity of our buildings. That's covered in detail by Bylaws 5(e) Duties of Owners and 66 D Renovations.

5(h)

In paragraph 5(h), are A/C units that sit on a deck allowed?

Response:

5(h) requires prior Board consent for other types of A/C than Window A/C which is prohibited. As such, that is a question of Board policy and rules, not the bylaws.

Also, bylaw 63(f) and provisions of bylaw 66: A(k) and A(z)(iii) either expressly prohibit such devices or require Board permission.

5(r)

Section 5, r states:

"be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws involving matters of safety and/or security and/or damage to the Common Property;"

My past experience with the cameras sees two other issues that need to be addressed in the above. Property damage to private property has occurred in our parkades (vehicle hits vehicle for example) and we have used the cameras to assist

owners and RCMP to determine actions in these cases. This is not damage to common property as stated above.

Do you also need language there that states the cameras will be used for suspected criminal infractions? In the past we have used the cameras for people stealing items in our parkades.

Response:

The committee (including board representatives) had extensive discussions on this issue. Several factors influenced the wording:

While some cameras do “see” titled parking stalls they are positioned primarily to cover common areas, not private ones. This means that any incidental coverage of private areas is intermittent and incomplete.

There was a concern expressed at the time that any wider use of the cameras might be construed as an imposition on occupants’ privacy.

Use of the cameras to investigate incidents is very time-consuming. There was some Board concern that resolution of matters between individuals was not their responsibility except in the case of bylaw infractions, safety and security. Our Boards will always provide security camera evidence to any law enforcement organization requesting it.

Bylaw 66 A (p) states:

[An owner or occupant shall not] do anything or permit anything to be done by any Occupant in his Unit, or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

In the opinion of our Boards this language is sufficient to allow use of the cameras to assist in investigation of criminal activities. However, our Boards will discuss this further and may use your inquiry as a basis for discussion with our counsel or to make a minor change to the bylaw 5(r).

5(s)

II. THE OWNERS 5. DUTIES OF THE OWNERS An Owner SHALL: (s) Treat all other Owners, Occupants, their families.....with respect and courtesy and refrain from using abusive language, or threatening or improper behaviour at any time. Nice!! Too bad this “duty” actually has to be included!!

Response:

Agreed. This is also in line with the required Code of Conduct that the Boards must undertake to develop, sign, and operate within (see bylaws 9(g), (h) and (i)).

6 & 7

RE: POWERS and DUTIES of the BOARD I may have missed some information re: Board Meetings. In the interest of **transparency**, I believe our condo Board Meetings should be conducted **in public to the owners**, similar to how the Town of Canmore conducts its Council meetings. The following **should be added to these bylaws... In the interest of transparency and communication to and from the owners....**

1. All Board meetings shall be held **as open forum to all condo owners** for observation unless a special meeting is scheduled due to privacy issues, which would be closed to the condo owners in general.
2. **Notice of all Board meetings** along with the **agenda package** shall be posted one week prior to the meeting on the Crossbow Point private web page.
3. **Minutes of a Meeting:** Shall be posted within two weeks after the meeting through the Crossbow Point website page.

Response:

This is not a bylaw issue. It looks more like a series of Ordinary Resolutions (see bylaw 1.(hh) and 1(ii)) to be moved and seconded by individual owners, and placed before an AGM for the appropriate phase, to be discussed and passed by a majority vote. If they are properly put forward more than 14 days before the AGM date Ordinary Resolutions must be included on the AGM agenda. If passed they become instructions to the Board.

Current practice at the Point is to post Minutes in draft form following a board meeting.

Landing's minutes take a little longer, but they do appear on Landing's website.

Board meeting minutes generally contain the date of the next meeting. While that might be a little late in the case of Landing, an email note to crossbowlandinginfo@gmail.com will result in a reply with the date of the next meeting.

While Agendas could be posted in advance, it is important to note that Agendas for meetings change right up to the last minute and can even do so when the meeting is underway. It is only during the meeting when a motion to accept the agenda is passed by the Board that it is final. Typically, attachment materials would only be provided if they are not confidential. Business proposals would not be provided, because to do so would breach the confidentiality of individual competitive bidders.

As a matter of procedure, most Board meetings contain a mix of general operations and sections where confidential business relating to owners is reviewed. The Boards would need to decide if meetings are to be restructured and how owners may be able to attend (observe) Board meetings. Such Board procedures are determined by the Boards per bylaw 23(e).

6(e)(vii)

Duties of the Corporation

Paragraph 6 (e) (vii), does the corporation now pay for zone valves in the unit? And smoke detectors?

Response:

(Presume you mean valves, not values.) Yes, 6(e)(vii) and (viii) confirm both of those.

7(b),7(k),7(m)

7(b) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing and all outstanding loans during that fiscal year in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation has been approved by Special Resolution;

Are there any loans currently?

7(k) pay an annual honorarium, stipend or salary to members of the Board for each Phase in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting for that Phase;

Are any amounts being paid to Board members right now? If so, what are the amounts?

7(m) join any organization serving the interests of the Corporation or authorize course attendance for Board members and assess the cost or membership fee in such organization as part of the Common Expenses or Administrative Expenses

Are there any that we pay for? Was there any in the PY fiscal year?

Response to these three questions:

These 3 questions appear to be in regard to the Board's day-to-day operations rather than bylaw wording, and are better addressed with a personal information request from you to the Board or a question to the AGM. As Bylaw Team leader and a non Board member I don't officially know the answers myself.

7(f)

Conversion of Common Property and establishing special privileges.

Section 7(f) allows the Board to assign or designate "exclusive use and enjoyment of the Common Property" and "special privileges in respect thereof." Previously, common property was converted to individual members storage units, without notice or the opportunity for all Owners to have an equal opportunity to rent and use those storage facilities. Requiring a Special Resolution to repurpose common areas or establish special privileges for common areas would require input and approval from Owners for such purposes.

Response:

The use by specific owners of some areas of Common Property in both Point and Landing for supplemental storage has been happening for a number of years. It generates additional income for the condo corporation. It has the additional benefit of meeting the needs of some owners, and utilizes spaces that were determined by our Boards to be non-functional or surplus

to the Corporations' needs. At Point the process to establish this owner use took place over a couple of years with owners being advised multiple times of the opportunity to participate. While the process to garner owner interest took some time, eventually enough owners expressed interest that the Point board was able to move forward with this owner rental opportunity at no expense to condo owners in general. A wait list is maintained and utilized as rental units become available. At Landing the same thing has taken place, but the original process that determined allocations is unknown by current Board members.

An example of something a board may need to consider in the future and why the bylaw is required would be allocation of Common Property for electric vehicle charging.

7(k)

I believe that providing a salary can muddy the waters in that who then are they working for and why? It can complicate things and cause more negative outcomes. It doesn't have to but when money is involved it seems or adds the possibility to cause more temptations than are necessary.

Response:

We note that the proposed bylaw is one that simply permits OWNERS to provide a degree of compensation to Board members only if the owners wish to do so. It is only by a vote of a majority of owners at a general meeting that Board members could be accorded some form of compensation. Your Board works for the benefit of owners and the corporation; to be clear, they must not work for the benefit of themselves as such would be a conflict of interest. As Board members individually may spend hundreds of hours each year in support of the condo corporation and the owners, it may be that at some future point owners are not willing to serve on the Board without some financial recognition. The proposed bylaw simply allows owners at large to make the decision to compensate Board members, and does not automatically grant any compensation to a Board member.

7(k)

Compensation to the Board:

Section 7(k) allows an annual honorarium, stipend or salary to members of the Board in the manner and amounts determined by an Ordinary Resolution at a General Meeting. I think this provision should be deleted from the proposed bylaws.

Homeowner Associations are governed by a volunteer Board. Many other groups of Owners including the Social Committee, Landscape Committee, and other specific committees are also comprised of volunteers without compensation. While we all appreciate the work done by the Board, its members have a special fiduciary duty to the Owners. As such, they are responsible for how the association's money is spent, and it seems a conflict of interest to receive any form of personal financial benefit. Section 65 (b) already provides for Board members to be "reimbursed for his actual and reasonable expenses incurred in connection with the administration of affairs." And, Section 7(m)

allows the Board to pay for education of Board members including course attendance, membership and costs of belonging to organizations serving the interests of the Corporation. Board members are also indemnified and provided with Directors and Officers Liability Coverage.

It only takes the attendance or proxy of 25% of the units to have a quorum for a General Meeting (Section 33). Any Ordinary Resolution can be passed by a majority of those attending in person or by proxy (e.g. 13% of the Owners) without specific prior disclosure of the text of the resolution.

Since Section 7(k) only requires an Ordinary Resolution, the Board will in essence have significant control over Board compensation. First, they determine the resolutions to be voted on at the general meeting(s). The Board members often control a majority of the proxies. Since Board compensation only requires a vote of an Ordinary Resolution, the notice of the meeting does not require advance disclosure of the proposed resolution. Only proposed resolutions of "Special Business" are required to be included in the Notice of a General Meeting as provided in Section 31(a), 32(b), and 31(c). Presumably, an Ordinary Resolution for Board compensation could be approved under the umbrella of all matters that are raised in the General Meeting, without any advance notice. Furthermore, the vote may be taken by a show of hands and/or by proxy and not by secret ballot unless determined by the Chairperson (Section 39(c)). Some owners may be reluctant to vote against the resolution for fear of retaliation. The proxy form is not required to specify the proposed resolution for compensation as a separate vote. So, the Board can vote payments from the corporation to itself, without any specific notice of the matter to Owners in advance of the meeting. By contrast, a Special Resolution (l, 1 (xx), (yy) and (zz)) not only requires advance notice of the matter in the General Meeting notice, but also requires not less than 75% of Owners to approve the resolution. At a minimum, Board compensation should be considered a Special Resolution.

Response:

This is a very comprehensive analysis of how things might go sideways with this bylaw. The provision for board members to receive some form of honorarium was incorporated into the draft bylaws as a result of advice from our legal counsel. The option for the owners to approve an honorarium to directors is becoming more common in bylaws. Board work can consume hundreds of hours for each individual involved over the course of a year, and it may be that as demands on boards continue to increase, that some financial recognition of their work may need to be awarded to convince owners to step up for board positions. For this reason, the bylaws team have supported the inclusion of the potential recognition. In my own experience dating back to the early 1990s (different condo) specific amounts were allotted and brought forward yearly for re-approval by owners for the three senior Board positions: President, Secretary, Treasurer.

As you point out, the process for granting any honoraria needs to be very transparent, and without conflict of interest. In our opinion, a Board would be in conflict of interest and therefore non-compliant with legislation if it were to simply grant itself compensation and not use a thoroughly transparent process. This is a decision that the owners need to make, with any motion presented both clearly and in advance of any meeting. Similarly, how proxies are handled would also become critical as a Board member could not use them if a conflict of interest were inherent in their use.

An ordinary resolution is the most appropriate way to establish honoraria. A Special Resolution is extremely challenging since it requires the engagement of all owners and a very high (75%) level of approval. This is something that typically is extremely difficult to achieve and should be used only as legally required such as when approving bylaws for the condo.

You are correct that condo legislation gives Boards a highly responsible governance role. This is completely different from any voluntary committees a condominium may have. Those committees usually have no financial authority and are not subject to regulatory requirements.

Matters such as expense reimbursement for training, personal payments to support the condo websites, director and officer liability insurance etc., do not constitute compensation to a director.

9(g)

Please provide a copy of the code of conduct established by the Board.

Response:

Per legislation and the bylaws, the boards will be undertaking to develop and implement a code of conduct. Such a code may be developed jointly by the Landing and the Point boards, or that work may be done independently. A copy of Crossbow Point's code to which the board currently subscribes will be sent to you through separate email.

23(e)

BOARD RULES of PROCEDURE 23. Votes of Board 1. *What process or requirements does the Board have in place to direct an owner to obtain "prior written consent" for any of the restrictions? 2. What process does the Board have for making decisions, or using "sole discretion" or "reasonable grounds" on whether or not an owner's request for permission is granted? 3. Will a request for permission from an owner be voted on at a Board meeting, and if so, will the vote be determined by simple majority vote? 4. What process is in place for an owner to be in attendance at a Board meeting on which discussion and decision of their 'request' is being voted? 5. If there is a disagreement between the Board and the Owner, what process of **Conflict Resolution** is in place?*

Response:

Bylaw 23 (e) requires that meetings shall be conducted according to the Board's rules of procedure. Boards typically use Robert's Rules of Order as a rough framework to guide the business of the meeting and for formal decision making. Conflict resolution can be a challenge, as the Province has delayed implementing a Conflict Resolution tribunal process that would assist both boards and owners, and we are left to manage such challenges ourselves. If you have a significant matter that you feel is unresolved, you may want to discuss it with Service Alberta or other condo specialists to determine your best course of action.

As for voting, the Boards generally strive for consensus as this is considered a best practice, but boards may accept a majority vote as an occasional necessity in their decision making. Should you wish to present a matter to your Board in person, then your request with details should be made in writing or by email for the Board to consider. A board meeting is a place to present information and obtain clarity from an owner; it is not a place to debate with an owner. Given the volume of business of the board, a time limit may be assigned for such a presentation. Board discussions on such matters, after representation or presentation, are then held in private with the owner subsequently advised of the decision.

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39. VOTING CALCULATION: *“On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.” What does this mean? (d) An Owner has the right to vote with respect to each Unit owned and where require, the right to vote the Unit Factors for each Unit owned. What does this mean?*

Response:

Most votes at general meetings are decided by a show of hands or proxy cards where one hand or unit proxy represents one unit. However, there is a second way units can be counted in a vote, where each unit is represented by a “unit factor” that is a proxy for the square footage of the unit, relative to the sum square footage of all titled properties, plus 1 for each parking stall (Point) and 1(outdoor) or 3 (indoor) for each parking stall (Landing). This is what is used in a poll vote, and is also one of the TWO counts necessary for passing the bylaws. Those must be passed by BOTH 75% of the units and 75% of the unit factors.

Please look at the table provided to you at the time of the last Annual General Meeting that showed your expected condo fees. Fees are calculated by unit factor. For example, unit 103, Building 155 has a unit factor of 35. Unit 106 in building 175 has a unit factor of 49. The total of owner unit factors for Crossbow Point is 4997. The total unit factors for the each of Point and Landing is 5,000, with the difference being unit factors that don't have a vote; i.e. are common. If you need more information to assist in your understanding, Service Alberta may be the best source for you; alternatively, some web searches (Alberta) may be helpful.

50

VI. BYLAWS ENFORCEMENT 1. *Specifically, HOW will the policing and monitoring of the hundreds of Restrictions and Policies be carried out? 2. If an On-Site Manager is*

required, how might our Budget deal with that? 3. Is there a process where one owner can report another owner's violation of any Bylaws?

Response:

Crossbow is an open condo with an off-site property manager and Boards that have many responsibilities to carry out on our behalf. Most of those responsibilities are big-ticket items that materially affect our already substantial condo fees. So, we as owners must be the eyes and ears that identify bylaw infractions on a day to day basis. If we want our bylaws enforced on our behalf, we would need to go to a 24 hour on-site concierge/bylaw enforcement service. That would represent a very expensive addition to our condo fees, whose benefits might be offset by the "Big Brother is watching" atmosphere it could create. Would that affect our property value in a positive way? That is a discussion that goes well beyond bylaws; a good start might be as a topic for a town hall meeting.

The process for owners to develop and submit effective complaints about bylaw infractions is straightforward. Just send a detailed email message containing specifics of the alleged infraction to PEKA, who will engage the Board as needed. If you are not sure what to do, just call our condo manager and have a discussion of what and how to proceed. While the investigation processes to follow upon receipt of a complaint by our Board(s) are not judicial, they do aim to be fair, both to the complainant and to the person whose actions are being called into question.

50(c)

***VI: BYLAW ENFORCEMENT VIOLATION OF BYLAWS** "Any infraction or breach by an owner must be corrected within 10 days. Any costs incurred by the Board will be payable by the owner. In addition, the Board may impose a monetary sanction up to \$500 with a subsequent monetary sanction of up to \$1000 each week thereafter for non-compliance." This is HARSH! Is there any process of **Conflict Resolution** by an owner to disagree with a Board decision?*

Response:

The Condominium Property Act Sections 35, 35.1 and 36 establish the Board's authority to impose financial sanctions in case of a bylaw infraction. That authority has not changed from the version of the Act that was in place in 2003 when our bylaws were first created. Section 73.7 of the Regulation sets out the (very stringent and precise) conditions for imposing a financial sanction on an owner or occupant. Section 73.8 of the Regulation sets out the maximum sanction values, and our bylaws say the same thing. However, please note the words "up to". The potential size of the penalties provides a strong incentive for owners to obey the bylaws AND for complainants to make a solid case for a bylaw infraction. The goal of Boards is always to achieve compliance without having to resort to any financial enforcement, which is likely to only be pursued when continued and non-cooperative obstructive behaviour occurs. As we note in our response to your comment on bylaw 23 Rules of Procedure above, the Act, Regulation and Bylaws as they stand have no provision for conflict resolution. Moreover, the Province has not instituted a "conflict resolution" tribunal or equivalent, even though it is legislatively obligated to do so. This leaves the courts as the place for such activities. This is a powerful disincentive for all of us to do our utmost to avoid conflicts getting to that stage. It is

within the power of Boards via its Rules of Procedure or Rules in general to define a conflict resolution procedure.

An Owner can always appeal any decision. This would normally result in the Board holding their decision in abeyance until the appeal is considered and responded to. Formal dispute resolution matters should reflect only concerns of much significance to the corporation and its owners at large.

50(f)

Section 50 f states:

"Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 66.C may contact the Municipal Parking Authority or a private towing company requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose."

Who are employees of the corporation? In some corporation's volunteers are looked at as employees. As volunteers the Crossbow Landing Volunteer Group regularly issues tickets to problematic vehicles in our parking areas. We do not, and have not in the past, contacted the Municipal Parking authority to issue tickets. Is this a change in procedure?

The language above also indicates to me that the employee can have the vehicle towed but does state that such an action requires board approval. My suspicion is that such an action should and would require such an approval before any such action is taken. Towing vehicles has been a problem in the past and this action should be used judiciously and only upon approval of the board.

Response:

Only the Board or an employee of the Board (read: PEKA, not volunteers) can take such action. Any "tickets" issued by volunteers would be at the direction of the Boards, who remain responsible for any actions taken on the basis of the tickets.

As a general observation, the changes to the Condominium Property Act that precipitated these bylaw changes have made the activities and record-keeping a Board must go through to issue a fine or other sanction much more onerous and exacting than in the past.

The significant change from the 2003 bylaws on the subject of towing is that our Boards can now use a private towing service as well as the municipal ones in such cases.

53(f)

53(f) Owners shall carry insurance with respect to deductibles payable to the Corporation in accordance with the Act in an amount not less than the Corporation's insurance deductible.

I provided my insurance agent with the policy and I believe the Corporation's deductible was \$50K, but just want to confirm, what is our current deductible?

Response:

An Insurance certificate dated Nov 27 2023 has been forwarded to you under separate cover.

60

Do these bylaws stop a company renting a unit and then using it as employee housing? We saw this in the past with new people coming and going like a hotel.

Response:

Employee housing is not specifically prohibited. How the unit is actually used would be subject to both Canmore and our bylaws.

60(a)

Leasing of Units

Paragraph 60(a), when does an owner who wishes to rent his unit have to notify the board? Is it immediately?

Response:

Condominium Property Act 53(5) states:

(5) The owner of a unit shall give the corporation written notice of the name of the tenant renting the unit within 20 days from the commencement of the tenancy.

60(e)

In 60(e), you haven't defined "Tourist Home". Are you relying on the Town of Canmore to define for you? That could be a problem as I suspect these T of C rules may be changing. And what period is a short-term rental?

Response:

Tourist Home is a Town of Canmore definition. While the term is used in our bylaw we have covered our situation by also specifically prohibiting listing several possible ways a home could be rented short term. See also bylaws 60(f),(g),(h),(i), 66A(b) and 66A(e). In any case, our Town R-3 zoning prohibits short term rentals and tourist homes.

On the advice of our lawyers and following the practice of Canmore, we no longer specify a 30 day limit on Short Term rentals. Rather, the prohibition depends on the Short Term Rental definitions irrespective of the time length.

60(f)

Do these bylaws stop house swaps like we saw in the past? Remember the argument that no payment was exchanged so those owners thought this practice was okay.

Response: Yes. See bylaw 60(f). (But note there is a numbering discrepancy in bylaw 60 – there are two sections labelled (b)).

66(c)

I NOTE the following.... 66: USE and OCCUPANCY RESTRICTIONS, (c) The PURPOSE of the "Use and Occupancy Restrictions" (as stated in the policy) is to:

- (i) Provide for the health and safety of occupants;*
- (ii) Maintain the property values of the building and units,*
- (iii) Provide for the peace and comfort and convenience of the occupants, and to*
- (iv) Develop a sense of community.*

Therefore, each and every one of the Bylaws MUST conform to these Purposes.

Response:

To be correct, these Purposes are not in a "policy". They are clauses in the bylaws themselves. That's important because our Boards are obliged to uphold and enforce ALL the bylaws. They can't be choosy.

We worked on this package as two Boards and a joint Bylaw Review Team. We saw the Purposes as prioritized. They are our Boards' obligations to us as owners and occupiers. They are the overall objectives of all the do's and don'ts you highlight, as well as many you do not. Experience shows us that it is not possible to simultaneously achieve all of those objectives in each bylaw clause. Also, the Purpose of developing a sense of community can be seen as a result of good bylaws covering the other three priorities.

That's a long way 'round of saying we don't agree that every bylaw must meet all of those Purposes, but we do agree that the overall bylaw package must do that.

66A(a)(ii)

*Page 60 A General 2 states:
"any commercial, professional or other business purposes,"*

This line makes working from home against the bylaws. With the advent of covid and the move to working at home there are many professionals working from home here in Crossbow Landing. Is this what this bylaw is supposed to address? How would the

board control and deter such home based operations if that is the intent of this bylaw?

Response:

This refers to bylaw 66 A(a)(ii). A full understanding of what kinds of business are actually allowed in our units also requires consideration of the “unless” wording of bylaw 66 A(a)(iv), which refers to a “Class 1 home occupation” in a Municipal bylaw and sets out the characteristics of an acceptable home based business.

As a general observation, “control and deter” activities by our Boards are usually complaint – based. Potential contravention of a municipal bylaw might be referred to the town. If followed, the defined characteristics of a permitted Class 1 home occupation would seem to make valid complaints unlikely.

66A(a)(ii)

Are Owners permitted to operate a home business from their Unit?

Response:

Yes, Class 1 home occupations are permitted. (these businesses have no impacts on the surrounding neighborhood and are undetectable from the street. Refer to Bylaw 66-A(a) page 60.

66A(a)(ii)

66A (a) (ii) RE: commercial business in the unit - ex. Does making and selling for example, photo cards or any of the products that are sold at our annual Christmas Market in the Amenities bldg. come under this restriction?

Response:

This refers to bylaw 66 A(a)(ii). A full understanding of what kinds of business are actually allowed in our units also requires consideration of the “unless” wording of bylaw 66 A(a)(iv), which refers to a “Class 1 home occupation” in a Municipal bylaw and sets out the characteristics of an acceptable home based business. Here is Canmore’s definition:

“home occupation - Class 1 means an accessory use of a dwelling unit by a resident for a small scale business which is incidental to the primary use as a residence, undetectable from outside the dwelling unit.”

66A(a)(iii)

66: A (a) (iii) RE: Mining of any decentralized digital currency or cryptocurrency like bitcoin - what does this mean? Is it illegal to sell or buy ex. bitcoin online?

Response:

Mining of cryptocurrency is a process that requires large numbers of computers that consume huge amounts of electric power. Such would raise the real possibility of problems with the power supply to all of our units in Crossbow. It is not illegal for a person to sell or buy cryptocurrency.

66A(gg)

The elimination of the possibility of having propane devices with tanks on first level poses me a problem. When I asked why at the meeting, the gentleman told me it is a question of security. As a professional testing engineer, I cannot accept this argument. These propane devices are tested and regulated. They are safe. I and some neighbours have invested in propane BBQ and devices. The authorisation of propane on the first floor should be kept. If not many people will not accept the new bylaws.

Response:

Fire safety and insurance considerations affect our decisions regarding use of limited common property such as decks and patios. Cylinders containing pressurized propane are considered a fire and explosion hazard wherever they are. Because each unit in Crossbow has a natural gas outlet on its patio or deck that was installed at the time of construction, our boards considered storage and use of propane cylinders to be an unnecessary risk. With changes such as this, when the new bylaws are being implemented any grace period or similar provision would be considered and determined by the Boards, and communicated to owners.

66A(d)

*66: A (d) RE: **making noise or odours**- this could open up a can of worms! - for example, what about odours from a BBQ???? Perhaps BBQ odours should be excluded from this restriction. There are just too many variables here. Perhaps rather than stating what we are NOT allowed to do or behave, clarify this restriction with Section 5 (s) here. Treat all other Owners, Occupants, their families.....**with respect and courtesy and refrain from using abusive language, or threatening or improper behaviour at any time.***

Response:

The committee refers to this bylaw and several others like it as the “nuisance bylaws”. Reading and understanding them requires that the emphasis be placed on the effect on others rather than on the causes of the nuisance. Boards typically investigate and possibly enforce such bylaws only if they receive a formal and detailed complaint, generally including the name of the offender and/or the unit/building number. Complaints should be sent to your condo manager, PEKA, who will in turn engage your Board as appropriate. Your Board can help define what constitutes a formal complaint. As you sent your comments in PDF form, we expect you are

knowledgeable with that format. We suggest you search the bylaw document for the word “nuisance” to get a wider picture.

66A(g)

Clause 66 (A)(g) – Air conditioning: why does the Landing allow air conditioning and the Point does not? Furthermore, with out consulting my lawyer, I can not imagine you can prohibit a portable AC unit that is inside a unit. How would you address a portable heater? Please clarify this provision so that it only applies to outdoor units and or window units

Response:

Landing’s electricity usage is separately metered for each individual unit, so if you install A/C only your own unit’s power bill will go up. Point’s electricity is billed as part of condo fees, so A/C use would cause condo fees to rise for all Point owners irrespective of whether they used A/C or not. So, the two Phases’ different infrastructures lead to different bylaw provisions. As the heating systems in both Phases are generally considered adequate and each unit has a gas fireplace, it is likely that any use of portable electric heaters would be occasional and not widespread enough to produce the effect on power consumption and costs that could be expected with widespread long-hours A/C unit operations. Window or mini-split A/C units are prohibited in both Phases on the principle that they have a potential detrimental effect on the overall exterior appearance and envelope integrity of our buildings. That’s covered in detail by Bylaws 5(e) Duties of Owners and 66 D Renovations.

66A(r)

66.r please address recycling, as recycling is the responsibility of individual unit owners, and must be taken to the nearest town recycling bin. Recycling is regularly left in the garbage rooms with the refundables or even outside the main garbage room for someone else to take care of.

Response:

Your concern is well understood. To paraphrase, the primary intent of our bylaws is “*put your waste down the chute. If it doesn’t fit it’s your responsibility to get it off the property.*” We assumed that the wording of 66A(r)(i) included recyclables. This might be remedied by inclusion of some language regarding recyclables or by a rule passed by our Board. As a side note, the social committee’s refundables program would not be something bylaws would describe as our owners have no legal obligation to give them away and the social club has no legal obligation to collect them.

66A(h)

66: A(h) RE: “No Welcome Mats or figurines shall be placed in the hallway outside an access door” - if this is about cleaning the carpets, perhaps a statement saying condo owners are responsible for keeping the immediate door area clean under their mats and

figurines. Removing these things goes against the Board's Purpose of Restrictions as a door mat and figurines provide a sense of peace, comfort, pleasure and promotes a sense of community as a welcoming gesture. That's why they are called Welcome Mats!

Response:

This is a good example of priorities when it comes to bylaw purposes. Health and safety of our occupants is priority 1. Both Boards agreed that in an emergency our halls need to be free of any form of obstruction, particularly in circumstances of a night time power failure and evacuation. Ability to cost-effectively clean our halls was discussed, but was not a primary driver of this bylaw.

66A(h)

66: A(h) Re: rugs, blankets, sleeping bags hung outside our unit - I dont think this should be considered an issue - at least for short term - sometimes it may be necessary or preferable to use the balcony as a drier or to air out smelly sleeping bags - so could you add wording to allow us from time to time for a certain number of hours, to do so???
This would provide peace, comfort and convenience for some.....but would not directly affect others unless they are for some reason, looking directly at our balconies to try to find fault. And besides, where else could we air or dry out large items??? ***Please put a time limit on this!!***

Response:

The wording of the use and occupancy bylaws comes from experience: at Crossbow, as provided by our lawyers who have drafted bylaws for many condos, and from those among us who have lived in and owned other condos. Another factor is that renters may have a different perspective of what's appropriate that does not necessarily take into account the large financial stake we owners have in our properties. One of the ways our corporation maintains the "neat and tidy" reputation and associated value of our properties (Purpose (ii) above) is to regulate our buildings' exterior appearance by limiting the use of the exterior parts of our units to their intended purposes. In the case of balconies that means peoples' outdoor enjoyment, not a place to air bedding or store items that don't usually live on balconies.

66A(k)

66: A(k) - RE: ..."no recreational or athletic equipment, awnings, shades, without prior written consent of the Board" - why do we have to ask permission of the Board to put up a sun umbrella? Under what conditions would the board deny such a request?

Response:

See the response just above regarding the intended use of balconies. Also, both Point and Landing provide recreational and athletic amenities. Regarding awnings, shades: This describes a very wide range of devices; some of which may be appropriate, while others may create a safety hazard in a heavy wind. Yet others may need to be permanently fastened to the Common Property exterior of the unit, which is not permitted. Nothing is permitted on the exterior of our buildings that may compromise the integrity of the building envelope and its

ability to exclude weather elements from our buildings, and in particular its components comprised of wood. This may include fasteners for sun shading equipment. With this wide range of possibilities, the best approach is to place the onus on the owner to show how some device does not compromise the factors mentioned here.

66A(o)

66: A(o) Re opening windows - most of our units are wayyy tooo hot - even in winter. It requires the opening of doors and windows to gain fresh air - if we are not permitted to do this, this bylaw goes against the purposes of health and safety, and peace, comfort and convenience. If necessary, it already states in other sections that we are responsible for broken pipes, etc that are under our care - so perhaps you could mention if freezing of pipes occurs, it is at our expense to repair them. But please allow us to use our own discretion when it comes to opening windows even when its cold outside!!!

Response:

This bylaw was included as a result of several incidents where windows were left open over extended periods of time and freezing of the heating pipes caused extensive, expensive water damage to other units and Common Property. We suggest you focus on the phrases: “remain open” and “left open”. They do not describe situations where an owner or occupier is present in the unit and fully in control of open windows.

66A(q)

*66: A(q) - **re damage to trees or lawns etc.** - this restriction may hinder our Red Chair area. Can you be more specific and say this bylaw does not apply to the Red Chair area? Also, I feel the Board made a terrible decision and caused damage to trees that were cut down in between 155 and 165 - without giving any owner who was directly affected by this (ME) any heads-up. Someone decided a tree was labelled “a nuisance tree”, which I believe only affected one unit. I think it was overkill to cut the entire tree down, even though I was told a few branches were encroaching on a deck. You could have just cut the branches, not the entire tree!! My point is do not ask **us** to not damage trees, if you are going to go ahead and do so yourselves as a Board.*

Response:

The comments here seem to point to specific incidents and are a matter of communication of intent between a Board and owners, not bylaws. In general, trees and shrubs, particularly mature ones, represent a very large asset value to our condo corporations. Visit any nursery and see what even a small larch tree, for example, would cost. No Board authorizes removal of a tree or shrub without justification, because even its removal is an expense. Our Boards typically work with an arborist to determine the best course of action for any given tree. For example, trimming a tree or removing some branches may not be a realistic and healthy option; removal may be the best course of action. Another factor in our Boards’ tree and shrub decisions is fire risk and the protection of our buildings from wildfire damage. None of these matters are treated casually, but rather are normally subject to professional consultation.

66A(v)

*66: A(v) - re: units become untidy, unsanitary or unsightly in appearance - This goes wayyy beyond what I consider appropriate and is an **invasion of privacy**. You need to remove the words 'untidy' and 'unsightly'. Everyone has a different standard on what unity, unsightly or unsanitary means!! This bylaw should be eliminated as it could be considered an invasion of privacy to the owners. The Board should NOT be at liberty to do anything to anyone's unit they feel is 'unsanitary' unless it is **approved by the Health Department as an issue**.*

Response:

As a matter of preservation of units' value and their responsibility to maintain the Common Property exterior of our units, our Boards have both the obligation and authority to ensure your unit does not become untidy or unsightly to an outside observer. What you do inside your unit that is not visible from the outside is normally your own business.

66A(x)

*66: A (x) - **you should specifically ADD "coffee grounds"** (especially since owners have received a few emails about the hazards and expenses related to cleaning out the pipes.*

Response:

Good idea; thanks!

66A(y)

66: A(y) - clearing snow from balconies - it is quite impossible to prevent snow from falling from one balcony to another balcony below. This is a frivolous bylaw. If you need to mention this, just ask the owners to take care when shovelling snow off the balconies so that it does not land on the balconies below.

Response:

Please read all of bylaw 66A (y). An owner is responsible for clearing snow from their balcony or patio. For balconies, keeping the surface clear of snow is a warranty requirement for the deck floor cover material, and therefore an ongoing best practice. For patios, keeping large amounts of snow away from building foundations is necessary to avoid water ingress. An owner is also not permitted to put their snow on someone else's property or Privacy Area. The resolution of these two reasonable obligations is exactly what you say: "*We would have to consider wind direction and speed, and be experts at placing the snow.*" As it is normally only one unit you are responsible for, please take some time to figure this out in your own circumstance.

66A(z) & 66A(gg)

Use and Occupancy Restrictions

In paragraphs (z) and (gg), clarify that propane BBQs are not permitted because under the existing bylaws or policy, a propane BBQ is allowed on ground floor units only.

Response:

Your reading is correct. That's what the new bylaws say.

66A(z)

66: A(z) - re anything stored on the balcony - again, there may be times when something needs to be temporarily stored on the deck - can you please add a time limit? I actually keep my shovel on the deck in the winter.....this bylaw would not allow that. This would interfere with my comfort and convenience.

Response:

The last sentence of bylaw 66A(z) reads: "Seasonal storage of snow removal devices is permitted in a Privacy Area;"

66A(z)(iv)

3. I would suggest given the active community we live in and what Canmore represents, that owners should be permitted to store their sports equipment there including bicycles.

Response:

Bicycles may be stored in your parking stall. One of the ways our corporation maintains the "neat and tidy" reputation and associated value of our properties is to regulate storage of items to places appropriate with their intent; i.e. patio furniture on patios, wheeled vehicles such as bicycles in parking stalls, furniture and other unused household items including seasonal tires in walled cages where those things are not visible to the other building occupants.

66A(ee)

66: A(ee) re moving - there may be times when ex. a fridge is being delivered, or a piece of old furniture needs to be removed to make room for a new piece ex. couch. Also, if this refers to moving everything in or out, we need latitude on times - we all know that moving companies are notorious for NOT being there on time. Im sure no one wants to move in or out at midnight!! Please re-phrase this one.

Response:

It is impossible and unnecessary for our bylaws to anticipate every uncertainty that our lives throw at us.

Perhaps this is a good opportunity to discuss a fundamental concept of condo living where we share much of our space with others: Other than criminal activities, you can do pretty much anything you want as long as you don't make a habit of it. For example, most neighbours will be tolerant of an infrequent event that breaks the normal bounds of nuisance avoidance, if you take the trouble to leave a note on their door explaining your intent.

66A(gg)

I see a change has been made to propose no propane barbeques allowed on patios. What timeframe will be provided to those who need to purchase a new one? What rationale is there for this change?

Response:

Cylinders containing pressurized propane are considered a fire and explosion hazard wherever they are. Because each unit in Crossbow has a natural gas outlet on its patio or deck that was installed at the time of construction, our boards considered storage and use of propane cylinders to be an unnecessary risk. With changes such as this, when the new bylaws are being implemented any grace period or similar provision would be considered and determined by the Boards, and communicated to owners.

66A(gg)

66: A (gg) - RE: no Charcoal, briquette BBQ, propane gas BBQ or open fires are allowed anywhere on the Project - this would interfere with our summer solstice parties on the parking lot. And our covered fire pit at the Red Chairs? These are in support of your purpose of developing a sense of community. Pease add in these exceptions.

Response:

This bylaw is written in support of the goal of achieving a safe environment for our owners. It is written within the context of individual owners taking inappropriate actions that can affect the safety and security of others. Your examples appear to point to a fully sanctioned organized social event, run properly with safety in mind and designed to benefit the community. In such situations the context of the event can be extremely important. Regarding Point's Red Chairs, their current location is adjacent to and not within the Crossbow parcel of land. The same applies to the beach. Activities in those two places are not governed by Crossbow bylaws; rather, town and provincial ordinances.

66A(kk)

Electric Outlets Question (my interpretation, please correct me if I am wrong) - Question is related to the following bylaws 66 A. (kk) (Common Property Electrical Outlets) and 66 C (r) (Charging of Electric Vehicles). Question is whether the electrical plugs in the Outdoor stalls are considered Common Property or not. If deemed Common Property, 66 A (kk) would mean that owners would not be able to plug in their block heaters. If not Common Property 66 C (r) would leave it open that owners could trickle charge their EVs in their underground parkade. Please clarify. Note that we have recently purchased an EV so want to know what the rules are and would welcome any options for even trickle charging to ensure we can get back to Calgary as it is tight during winter months.

Response:

This bylaw refers to trickle charging an EV or any other long term, unattended use of power outlets located on common property or connected to common power meters.

It does not refer to temporary, infrequent, short-time uses, which also include running a compressor to pump up a flat tire or a battery charger to recharge a vehicle's 12-volt starting battery. It also does not apply to use for a vehicle block heater of the outlets located in Landing's outdoor plaza parking stalls.

66A(kk)

*66: A (kk) - RE: **Use of Electrical outlet** - does this refer to temporary use of an electrical outlet in the parkade to ex. plug in a vacuum to clean out your car???*

Response:

This bylaw refers to trickle charging an EV or any other long term, unattended use of power outlets located on common property or connected to common power meters.

It does not refer to temporary, infrequent, short-time uses, which also include running a compressor to pump up a flat tire or a battery charger to recharge a vehicle's 12-volt starting battery. It also does not apply to use for a vehicle block heater of the outlets located in Landing's outdoor plaza parking stalls.

66A(mm)

Please specify. 66: A (mm) - if this includes outdoor white lights wrapped around the bannister on the deck - contrary to A (c) (iii) and (iv), (peace, comfort and convenience and sense of community) white lights on MY condo rail give ME peace and comfort in feeling SAFE while I am alone at night in my condo. Also, these days, outdoor lights use minimal electricity as they are LED's. Plus, myself and many others enjoy looking at other decks with their 'seasonal' lights on. Those also give me a sense of community, and peace and comfort. Please do not take this sense of JOY and comfort away. Perhaps request people have a timer set, ex. from 5pm to 11pm.

Response:

We can imagine a circumstance where a neighbour's balcony lights do cause a nuisance to yourself and other neighbours; i.e very bright, flashing, on all night, etc. As stated above in our response to 66A(ee) above, we cannot define every circumstance, so we use the "neat and tidy" principle to take a position that does not cause a nuisance to anyone in sight of your Privacy Area.

66A(nn)

66A(nn) install a jetted bathtub without the prior written approval of the Board and/or use their jetted bath tub other than in accordance with the noise bylaw of the Municipality;

Just a quick question/comment. Our unit (317 Landing) had a jetted tub when we purchased the unit in April 2023 (and it was in the realtor guide on the property. I have no idea if it was pre-approved, but assume it was. I had an inspector do a home

inspection (including the jetted tub) on possession as well. Is there anything more I need to do or are we grandfathered as a result?

Response:

This bylaw applies across both Landing and Point. The Crossbow Landing units were all fitted with jetted tubs in the on suite bathroom when they were constructed. So, the SIUD for Landing (see bylaw 1 (bbb)) includes a jetted tub. Unless it is a newer installation it was part of the unit as built and is grandfathered re. installation.

66A(oo)

66: A(oo) - re mailbox use - who came up with this anyway? It is frivolous and unnecessary.

Response:

As we stated in our response on 66A(h) above, the wording of the use and occupancy bylaws comes from experience: at Crossbow provided by our lawyers who have drafted bylaws for many condos and those among us who have lived in and owned other condos. When our lawyers provided the package to us, we examined each clause. If the limitation suggested was potentially applicable to our situation (this one is) we left it in.

66A(uu)

Clause 66 (A) (uu) We often travel for greater than 90 days we shut off our water as well as shut off all non essential breakers. Why are you trying to insist that we hire someone to come into our condo. PS we have done this since we purchased the condo in 2007.

Response: This is pretty standard legalese for condos. Loosely translated: have a friend look in on your place monthly. Without having seen your condo insurance policy one would speculate that it might require more frequent visits than the Condo bylaws prescribe. I know my insurance policy requires that.

66B(b)

***B. PETS** 66: B(b) re. dangerous or aggressive dogs: How would you define dangerous or aggressive? Would a dog have to have bit or attacked someone? You need to define this. **However, the biggest issue with dogs, is their barking.** There is nothing in this section to address this annoyance. Some dogs bark incessantly when left alone in the unit. I have put notices on some units to let the owners know their dog barked ex. for 4 hour straight. Some bark ALL THE TIME when taken outside. The owners just keep saying shush, be quiet. But they still bark. This is soooo annoying for owners. Especially when so many people live on the parking lot side, and everything echoes!!! The owners of these dogs dont seem to know how to correct this issue, and some just think its cute.....There are ways to train a dog or get a dog to stop barking. Owners need to take responsibility to properly train their dogs to do so.....this is definitely not a DOG problem, but an*

OWNER problem. Also, there are some people who allow their dogs and cats to run free in the hallways and parkade. Please add these as separate and specific sections so owners really know the boundaries. Thanks.

Response:

Bylaw 66B(b) reads: “no dogs that are deemed dangerous or aggressive, in the sole discretion of the Board will be approved;”. On receipt of a formal and detailed complaint alleging danger or viciousness PEKA and our Boards would be obliged to make a decision.

Barking would be covered by one of the “nuisance” bylaws. A formal and detailed complaint to your Board via PEKA would be necessary to initiate an investigation.

Bylaw 66B(c) uses the phrase “outside a building....or on the Common Property” Our hallways and the parkades other than titled parking stalls are Common Property. An off-leash dog or cat in a hallway or the parkade would be a bylaw infraction and would be investigated on receiving a formal and sufficiently detailed complaint.

66B(d)

*Why are the **dog bylaws** different between the Landing and the Point?*

Response:

While the current bylaws are identical for both Phases, the practice of Bylaw enforcement by the LANDING has been somewhat variable at times, while the POINT has consistently applied the Bylaw. Taking these past practices into account, the Bylaw for the LANDING is proposed without size restriction, and the POINT is maintaining the restriction. The POINT’s proposal is based on general feedback heard at prior Town Halls and AGMs. However, it is up to many owners in each Phase (Landing and Point) to make their voices heard. Your Boards need to hear from the full range of owners to best understand owner support the current draft Bylaws. Modification of the draft Bylaws is a consideration.

66B(d)

I believe that the size of the Dogs is not an issue. The problem is the owner who do not control adequately the dog. It should be put in the bylaws that the dog have to be leashed on our property and accordingly to Canmore rules a fine of \$200 should be applied if the dog is unleash. There should be a limit of two dogs for a condo. There should be also added a bylaw regarding the cats: a limit of two cats and not being allowed to go freely outside.

Response:

You have raised three issues.

- (1) Dog size: Our Boards have observed the lively discussion on dogs at both town hall meetings and are considering possible paths forward.
- (2) Number of Dogs: This issue was mentioned at the Landing Town Hall Jan 27. Our Boards will consider that inclusion.
- (3) Cats: Thanks for this suggestion, our Boards will consider including it.

66C(f)

C. PARKING AND MOTOR VEHICLES 66: C (f) Re: Washing private motor vehicles: you need to mention about that the car wash areas in 155 and 175 are excluded from this bylaw.

Response:

66C(f) reads in part “...and in such manner as will not cause nuisance or annoyance to the other Owners, in such place and at such times as the Board may direct from time to time....”. That would seem to include the car washing stalls in 155 and 175, as well as the driving lanes in buildings 150 and 170.

66C(h)

Why are owners not permitted to park an RV in their parking stall?

Response:

Parking stalls are intended to support the regular transportation needs of Owners. This normally includes passenger vehicles (including small trucks), bicycles, motorcycles and scooters. Supplemental forms of transportation (e.g., a quad; a boat) and RV type vehicles (e.g. camper trailer) are therefore required to be stored offsite. Refer to Bylaw 66-C(h); page 68 For POINT, also refer to Restrictive Covenants concerning parking: 041065476 for 175; 051399914 for 155.

66C(h)

66: C (h) RE: no vehicle shall extend into the common driveway or back any adjacent parking units - There are several large extended-cab trucks already in the parkades that are too long to fit without blocking the common driveway. What are you going to do about that??

Response:

We agree that some action may be needed. Given the range of vehicles within Crossbow, we may need to modify this item to be somewhat more liberal regarding length. Clearly, no vehicles are permitted to trespass onto neighbouring titled property. Sometimes the offenders can be occupants who leave their bicycle racks extended, or who store several bicycles and/or motorcycles as well as their long vehicle in their stall.

Some limited incursion into Common Property may need to be considered if it does not unreasonably interfere with the movement of others' vehicles or create a safety hazard for pedestrians.

66C(m)

66: C(m) Re. vehicles with source of annoying noises: Motorcycles would fall under this category - some owners are polite and drive them very slowly as to not cause a loud noise, while others gun up their bikes and fly out of the parkade and in between the buildings which amplifies and reverberates the loud muffler noises. Perhaps more specific emphasis on this part of the issue could be added to the bylaw.

Response:

This appears to be a complaint that some vehicles are objectionably noisy inside and outside our parkades. Making the bylaw more specific is unlikely to solve the problem. As mentioned previously, if you have a specific complaint you should file such with PEKA and your Board providing specifics, including unit number.

66C(n)

66: C (n) - re storing personal possessions in the parkade unit: Does this mean I would have to obtain written consent to put my small fold-up carrying basket against the back wall of my parking unit? That would be annoying.

Response:

Refer to the response regarding 66A(h) above. Each unit has a storage cage or locker for the storage of such items as carts and outer household items. Our titled parking spots are for storage of motor vehicles, motorcycles and bicycles. We suggest compliance is the best course of action, however enforcement of such matters is likely to be complaint driven by other owners.

66C(r)

*66: C (r) - under what circumstances might the board **approve** charging an electric vehicle by trickle charge or otherwise in the underground parkade??*

Response:

There are no dedicated electrical outlets for every parking stall. Today, power consumed by EV charging at a receptacle anywhere in Point results in expenses for all Point owners as they would be providing and paying for "fuel" for someone else's electric motor vehicle. Until a scheme can be devised and funded by EV owners in which they pay for that power, and with arrangements that meet the increased electrical infrastructure needs for the long term, EV charging is unlikely to be permitted. EV charging requires a few dedicated owner volunteers to undertake quality analysis and identification of options with consideration to the long term future. This work also would require an understanding of Alberta's and the local area's electrical grid, along with the existing electrical delivery infrastructure both within and external

to Crossbow. While volunteers for such project work have been solicited at Point, no owners have come forward with a proposed team to undertake the work. An EV trickle charging study is in progress at Landing, but it only involves the outdoor plaza parking stalls, each of which already has a dedicated 120V plug intended for block heaters.

66C(s)

Where are the visitor parking rules? Visitor parking misuse is a continuous problem at CBL and I wonder if the new bylaws should deal with it.

Response:

Bylaw 66 C(s) contemplates visitor parking rules, some of which already exist. That would be the place for such measures.

67

SAYING THAT, IN ADDITION - NOISE from the HOT TUB is a separate, unique AND ANNOYING issue that directly affects 9 units in 155 plus 6 units across the parking lot at 175. I would very much like a separate 'Restriction' composed which would specifically indicate noise levels FROM THE HOT TUB. ALSO, the signage inside the pool area indicates a maximum number of people allowed in the hot tub at any one time - I think its 15 or so??? I believe this must be a department of Health issue. This number is far too high from a NOISE PERSPECTIVE. PLEASE create a separate restriction for the HOT TUB from a NOISE PERSPECTIVE. (as you are well aware, this has been a huge annoyance for those of us who live over the hot tub. I have witnessed 12 people partying, drinking alcohol, eating food, playing with pool toys, throwing balls at the glass windows, playing hockey with pool noodles, and unsupervised teens playing music and dancing and singing. I feel if people want to have parties in the hot tub, they can do it in the inside hot tub. I am not the only one who has complained to the board about this specific problem. I am specifically asking for a separate Restriction to address these annoying issues. THANKS!)

Response:

As mentioned elsewhere, this seems more like a complaint than a bylaw issue. While Landing's outdoor hot tub is smaller its close neighbours experience the same kinds of issues. Assessing inappropriate noise levels, when considering a social amenity, can be very challenging and requires a level of understanding by all parties concerned. Long weekends can be challenging, and may require more forgiveness. Your Board can (and does) make rules regarding hot tub use (see bylaw 67). Like bylaws, rules need to be enforced. Please consider working with your Board and PEKA to try to identify a mutually acceptable solution, or raise a formal complaint where a specific incident is outside of expected norms.

67(d)

Use of Recreation Areas

The Amenities Building facility (including hot tubs) can be used by CBL occupants and guests. Does that mean the CBL occupant has to be present or can they simply give the FOB to the guest? Could this lead to potential problems of accountability of who is using our AB?

Response:

There was extensive discussion in the committee on this point. The committee and our Boards deemed it overly onerous for our bylaws to specify an owner must always be present. The language in 67(d)(i) was added so that the owner is always responsible for their guests, whether or not they are physically present. In any case, the current language leaves room for boards to make enforceable Rules.

In closing (if anybody has read this far):

On behalf of our Boards I have kept a running tab of all comments and responses. I hope this compilation is complete but I may have missed one or two. Please accept my apologies if somehow your comment didn't get included. There was no selecting or editing, so if it's not here it's simply my omission.

Regards,

Douglas Macdonald
Team leader,
Crossbow Bylaw Review Committee

2024-02-19