

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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FORM 6
CONDOMINIUM PROPERTY ACT
Sections 43

CERTIFICATE OF CORPORATION

Condominium Corporation No. 031 0034 hereby certifies that the owners of the Units in the condominium plan have, by unanimous resolution, properly passed and directed the Corporation to execute the instrument hereunder recited and that all persons having registered interest in the parcel and all other persons having interest (other than statutory interests) which have been notified to the corporation have consented in writing to the release of those interests in respect of the land comprised in the instrument.

"Instrument dated the 30 day of January, 2004, being a Restrictive Covenant - Parking".

The seal of Condominium Corporation No. 031 0034 was affixed on the 30 day of January, 2004.

CONDOMINIUM CORPORATION NO.
031 0034

Per:  _____

Per:  _____

06-07-2008

CROSSBOW POINT, CANMORE

RESTRICTIVE COVENANT - PARKING

WHEREAS MEDICAN DEVELOPMENTS INC. (hereinafter referred to as the "Developer") has constructed and is the registered owner of units 159 through 275 in a condominium development known as "CROSSBOW POINT" (hereinafter referred to as the "Project"), in the Town of Canmore, in the Province of Alberta, consisting of inter alia, FIFTY SEVEN (57) residential units, being:

CONDOMINIUM PLAN NO. 0410395
UNITS 159 THROUGH 215 INCLUSIVE
(including all common property relating thereto)

(hereinafter referred to as the "Residential Units" and singularly as a "Residential Unit");

AND WHEREAS the Project also contains FIFTY NINE (59) parking stall units legally described as:

CONDOMINIUM PLAN NO. 0410395
UNITS 217 THROUGH 275 INCLUSIVE
(including all common property relating thereto)

(hereinafter referred to as the "Parking Units" and singularly as a "Parking Unit");

AND WHEREAS, for the purpose of maintaining orderly operation of the Project and to maintain the existing and likely future amenities of the Residential Units, the Developer and CONDOMINIUM CORPORATION NO. 031 0034 hereinafter referred to as the "Condominium Corporation") wish to impose certain restrictions on the Residential Units and the Parking Units, whether the same are hereafter transferred or retained by the Developer, such restrictions to run with the Residential Units and the Parking Units on the transfer or sale of the same, and to bind the Developer and the transferees of such Residential Units and Parking Units and their successors;

NOW THEREFORE, THIS DEED WITNESSETH THAT, in consideration of the foregoing and for the benefit of the owners of the Residential Units and the Parking Units, and of each of the transferees of the same and their successors in title, the Residential Units and the Parking Units, and each of them, are hereby charged with the following restrictive covenants:

1. An Owner of a Parking Unit shall not permit any person (including any individual, firm or corporation) to use or occupy that Parking Unit (whether under a lease, license or otherwise howsoever), unless such person is the lawful occupant of a Residential Unit, or unless such person is using or occupying the Parking Unit as a visitor with the consent of the Board of Directors of the Condominium Corporation.
2. An owner of a Parking Unit shall not sell or otherwise divest itself of the fee simple interest in such Parking Unit except to an owner of the fee simple interest in a Residential Unit in the Project or to the Condominium Corporation to be used for resident or visitor parking.

3. If the owner of a Residential Unit owns only one (1) Parking Unit, such owner shall not sell, lease or otherwise dispose of or part with possession of that Parking Unit, unless such sale, lease or other disposition is in favour of a person acquiring a Residential Unit (whether by sale, lease or otherwise) and on the same terms and conditions, the intent being that, at all times, there shall be at least one (1) Parking Unit available for use by the occupier of each Residential Unit.
4. An owner of a Residential Unit shall not sell or otherwise dispose of the same, unless the sale or disposition includes a transfer of title to at least one (1) Parking Unit owned by such owner.
5. An owner of a Residential Unit shall not mortgage or otherwise encumber the Residential Unit, unless such mortgage or other encumbrance is also secured against at least one (1) Parking Unit, such that, in the event the mortgagee or encumbrancee elects to realize on its security and effects a sale or other disposition of or forecloses on the Residential Unit, such sale or other disposition shall include the sale or similar disposition of a Parking Unit with the Residential Unit.
6. No owner shall sell, partition or otherwise divide any interest in a Parking Unit so as to diminish its size.
7. No owner or occupier of a Parking Unit shall use it other than as a parking area for one (1) standard passenger model private operative motor vehicle, unless approved in writing by the Board of Directors of the Condominium Corporation.
8. No owner or occupier of a Parking Unit shall erect any structures, improvements or fixtures on or within the Parking Unit or alter or add to such Parking Unit without the prior written consent of the Board of Directors of the Condominium Corporation.
9. An owner of a Parking Unit shall not park more than one (1) motor vehicle in the Parking Unit and shall not use those portions of the common property adjacent to the Parking Unit other than for access to and egress from and generally for the operation of the Parking Units as a parking garage.
10. The owner shall not allow his Parking Unit to become or remain in an untidy or unsightly condition. The Condominium Corporation shall be responsible for structurally maintaining the Parking Unit to a standard considered reasonable by the Condominium Corporation. The Condominium Corporation shall have the right of entry and access to any Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.
11. An owner shall not park any motor vehicle in a Parking Unit which leaks excessive amounts of oil or grease or leaks any gasoline or which is, in any other way, offensive or hazardous.

THE DEVELOPER FURTHER COVENANTS with each of the transferees of the Residential Units and the Parking Units THAT:

- (a) The foregoing restrictive covenants shall be registered at the Land Titles Office for the South Alberta Land Registration District against all Residential Units and all Parking Units;

- (b) The Developer will not sell or dispose of the Residential Units or the Parking Units, or any of them except subject to the foregoing restrictive covenants; and
- (c) The Developer will observe the foregoing restrictive covenants, so long as the Developer owns any of the Residential Units or Parking Units.

IT IS HEREBY FURTHER DECLARED AND PRESCRIBED THAT:

- (a) The foregoing restrictive covenants are intended to run with the Residential Units and the Parking Units, and to bind the Developer, the Condominium Corporation, the transferees of any of the said Residential Units and Parking Units and their successors in title or interest, including, but not restricted to, purchasers under Agreements for Sale, and tenants;
- (b) Each of the Residential Units shall be the dominant tenement to each and every other of the Residential Units and the Parking Units for the purpose of enforcing the foregoing restrictive covenants;
- (c) Each of the Residential Units and the Parking Units shall be the servient tenement to each and every other of the Residential Units for the purpose of having enforced against it the foregoing restrictive covenants;
- (d) The owner of any of the Residential Units or the corporation may enforce the foregoing restrictive covenants against the owner (including registered owner, purchaser under Agreement for Sale and tenant) of any other of the Residential Units or the Parking Units, and such enforcement may be done without the consent or participation of the owners of the remainder of the Residential Units or the Parking Units; and
- (e) The Condominium Corporation shall have status hereunder to enforce the restrictive covenants for and on behalf of one (1) or more of the owners, upon being authorized to do so by an ordinary resolution of such Condominium Corporation.

NOTWITHSTANDING anything to the contrary contained herein, the Developer shall not be liable to the transferees of any of the Residential Units, or to their successors in title or interest for the enforcement of any of the covenants contained herein, or in the event that this document or all or any of the foregoing restrictive covenant(s) is or are adjudged by a court of law to be void and unenforceable. No action shall lie against the Developer for damages for breach of any one (1) or more of the covenants contained in this Restrictive Covenant, unless it is registered as owner of the Residential Unit or Parking Unit alleged to be in breach of this Restrictive Covenant.

IF ONE (1) OR MORE of the foregoing restrictive covenants shall be made void or rendered invalid by any law in force in the Province of Alberta, or shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such restrictive covenant(s) shall be severable from those remaining, and such severance shall in no manner prejudice the effect or enforceability of the covenants remaining in accordance with the intent of this deed.

THE FAILURE to enforce any provision, covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision, covenant or restriction.

WORDS HEREIN importing a number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

THIS DEED shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and successors in title.

IN WITNESS WHEREOF the Developer and the Condominium Corporation have hereunto affixed their respective corporate seals, attested by the hands of their proper signing officers duly authorized in that behalf, this 30 day of January, 2004.

MEDICAN DEVELOPMENTS INC.

PER: 

PER: _____

CONDOMINIUM CORPORATION
NO. 031 0034

PER: 

PER: 



041065476

041065476 REGISTERED 2004 02 17
RESC - RESTRICTIVE COVENANT
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