

The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of the later of the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 12(2) of the condominium property act and the date the purchaser signs the purchase agreement. This agreement is governed by the condominium property act and if there is a conflict between this agreement and the act, the act prevails

This document contains the terms of an agreement made between:

ROHIT AT CURRIE BARRACKS LTD _
550 - 91 Street SW
Edmonton, Alberta T6X 0V1
legal@rohitgroup.com

and

presently of:
Telephone:
Email:

(the “Developer”)

(the “Purchaser”)

1. The Purchase

1.1. The Purchaser agrees to purchase from the Developer, an apartment condominium home described as follows:

- a) Model Type _____, to be built as Job No. _____ within Building _____;
Municipal Address: _____;
Condominium Plan _____ Legal Unit _____ (the “Residential Unit”);
In an apartment style condominium building to be known as “Quesnay at Currie”. Copies of the overall site plan, underground parkade plan, layouts for each floor of the building, and floor plans for various suites are included in the Developer’s disclosure package.
- b) Titled Underground Parking Unit(s)# _____ underground parkade; (As shown on the proposed condo plan);
- c) Titled Storage Unit(s) # _____ located within the condominium building (As shown on the proposed condo plan).
- d) The shares in the common property, which correspond to the units.
(Collectively the Residential unit, the Parking Unit and the Storage Unit are hereinafter referred to as the “Unit”)

2. The Purchase Price

- a) \$ _____ Basic Purchase Price, Exclusive of GST
- b) \$ _____ Plus Purchaser Upgrades, Exclusive of GST
- c) \$ _____ **Subtotal of a) and b)**
- d) \$ _____ Plus GST on Basic Purchase Price and Upgrades;
- e) \$ _____ Less GST New Housing Rebate to be claimed through the Developer (the “Rebate”)
- f) **TOTAL NET GST PURCHASE PRICE**
\$ _____

3. Payment

3.1. The Purchaser shall pay for the Unit as follows:

- a) \$ _____ Deposit paid with execution of this Agreement
- b) \$ _____ Additional Deposit due on _____
- c) \$ _____ Additional Deposit due on _____
- d) \$ _____ Balance due on the Closing Date
- e) \$ _____ **TOTAL PURCHASE PRICE (including net GST)**

4. Occupancy Date Statement

4.1. The Developer confirms that the range of dates within which the Developer will make the Unit(s) to be purchased by Purchaser available for occupancy shall be:

Earliest Possible Date: **October 1, 2023**

Latest Possible Date: **October 31, 2028**

The undersigned hereby acknowledges this occupancy date statement.

Purchaser(s) initials _____

By their signatures, the parties confirm that this document accurately describes the terms of their agreement.

Signed by the Purchaser in the presence of:

Witness:

}
}
}
}
}
}
}
}

Purchaser:

Purchaser:

Date signed:

Signed by the Developer in the presence of:

Witness:

}
}
}
}
}
}
}

ROHIT AT CURRIE BARRACKS LTD

Per:

(Authorized Signatory)

Date signed:

5. Conditions

- 5.1. This Agreement is subject to the following conditions in favour of the Purchaser:

Condition Date: _____

- 5.2. This Agreement is subject to the following conditions in favour of the Developer:

Condition Date: _____

- 5.3. The Purchaser and the Developer agree to use reasonable effort to satisfy their respective conditions by their respective condition dates.
- 5.4. Either party may remove or waive its conditions by giving written notice to the other party on or prior to the applicable Condition Date set forth above. If any of the above conditions are not satisfied or waived this Agreement shall be terminated.

6. Deposits

- 6.1. The Purchaser's deposits shall be promptly returned to the Purchaser and this Agreement shall be terminated if:

- a) The Purchaser cancels this Agreement within 10 days, as allowed by the *Condominium Property Act*;
- b) Any of the conditions set forth in Section 5 above are not satisfied or waived by the applicable Condition Date; or
- c) The Developer determines at anytime that the sales in the project are not meeting the Developer's expectations, in its sole discretion, to the point where the project needs to be delayed indefinitely, substantially re-configured or cancelled outright.

Except as outlined above, the Purchaser's deposit is non-refundable.

- 6.2. The *Condominium Property Act* specifies that consumer deposits must be either:

- a) Insured by a government approved deposit protection provider, or
- b) Held by a lawyer in Alberta who can act as a prescribed trustee. For this project the prescribed trustee is Hillenbrand Kozicki LLP of #201, 2520 Ellwood Drive SW, Edmonton AB T6X 0A9.

- 6.3. Once the Developer has returned the Purchaser's deposit, neither party has any further recourse under this agreement

7. Minor and Material Changes

- 7.1. The Developer may make minor changes to the documents mentioned in this Agreement, including the Plans and Specifications for the Unit. Minor changes are changes that do not significantly affect the value or the appearance of the Unit. The Developer may also make any changes which may be required to build the project in phases as set out in the Phasing Disclosure Statement.
- 7.2. Any materials substituted for the materials set forth in the Plans and Specifications for the Unit shall be of equal or better quality than the materials they are replacing.
- 7.3. The Developer may not make material changes to the project unless it provides the Purchaser with a notice of changes as required by section 13.1 of the *Condominium Property Act*.

8. Warranty

- 8.1. **The Developer is enrolled with a third party Warranty Provider approved under the *New Home Buyer's Protection Act* (the "Program"). As such, the Unit carries the warranties specified by the Program, including:**

- a) 1 year on workmanship and materials
- b) 2 years on mechanical systems
- c) 5 years on building envelope
- d) 10 years on structural elements
- e) Deposit Insurance

- 8.2. A copy of the Warranty documents is included in the Disclosure Package. All disputes arising under this Agreement, which are covered by the Warranty Program, shall be settled through a procedure adopted by the Warranty Provider and in accordance with the *New Home Buyer's Protection Act*.
- 8.3. The Developer also warrants that it is a resident of Canada for tax purposes.
- 8.4. The parties confirm that all other warranties are excluded.

9. Transfer of Title

- 9.1. Upon payment of the balance of the purchase price, the Developer shall transfer the Unit to the Purchaser, free of all encumbrances except:
 - a) an encumbrance in favour of the homeowner's association to be formed, concerning operation of the amenities for the neighbourhood in which the project is located;
 - b) such non-financial encumbrances as may be registered by neighbouring land owners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection or other similar matters including but not limited to those set forth in Schedule "14"; and
 - c) any encumbrances which the Developer's lawyer has undertaken to discharge as part of the conveyancing process.

10. Conveyancing Procedure

- 10.1. The transaction will proceed according to the Developer's normal real estate conveyancing practice. In other words, the Developer will provide a Transfer of Land to the Purchaser's lawyer on trust conditions designed to ensure that upon registration of the transfer, the entire balance due to the Developer will be paid. Each party will pay their own legal costs in relation to this transaction.
- 10.2. If registration of the Transfer of Land cannot be completed by the Possession Date, the Purchaser shall take possession under the following conditions:
 - a) If the Total Purchase Price is payable without the Purchaser obtaining mortgage proceeds then:
 - (i) all monies shall be paid in full and held in trust by the Developer's solicitors;
 - (iii) there will be no holdback for construction deficiencies at the time of release of the balance of the Total Purchase Price on registration of Transfer of Land;
 - (iv) the Purchaser shall execute a GST Assignment in the Developer's standard form pursuant to paragraph 15.1 herein and such other documents as reasonably requested by the Developer's solicitors for a transaction of this nature.
 - b) If the Total Purchase Price is payable by the Purchaser obtaining mortgage proceeds then:
 - (i) all monies, except mortgage proceeds, shall be paid in full and held in trust by the Developer's solicitors;
 - (ii) all interest accrued on trust deposits shall be released to the Developer as rent, payable pursuant to the Tenancy-At-Will in the Developer's standard form, until such time as title becomes available;
 - (iii) the Purchaser shall pay as additional rent, interest on the net mortgage proceeds at the mortgage interest rate, until such time as title becomes available;
 - (iv) all mortgage documentation required by the mortgagee has been executed and all conditions of the mortgagee has been satisfied except for registration of the mortgage;
 - (v) there will be no holdback for construction deficiencies at the time of release of the balance of the Total Purchase Price on registration of the Transfer of Land; and
 - (vi) the Purchaser shall execute a GST Assignment in the Developer's standard form pursuant to paragraph 15.1 herein and such other documents as reasonably requested by the Developer's solicitors for a transaction of this nature.

11. Adjustments

- 11.1. The Developer is responsible for property taxes, monthly condominium fees and other such charges which have accrued up to the Closing Date. The Purchaser is responsible for any such charges accruing from and including the Closing Date onwards. The final amount due to the Developer will be adjusted slightly (upward or downwards) so that any prepaid or unpaid amounts are appropriately allocated to the proper party.

- 11.2. If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer up to 80% of the proposed condominium fees (as shown in the Developer's Disclosure Package) to be applied towards the project management costs (utilities, elevator maintenance, insurance, etc.). The Developer is not required to account for any interim fees collected prior to the assessment of Condominium Fees.

12. Closing Date and Possession

- 12.1. The Unit is part of a project with several units. The Developer is entitled to delay construction of the Unit until purchasers have been found for at least 50% of the units in that phase of the project. If the Developer determines at anytime that the sales in the project are not meeting the Developer's expectations, in its sole discretion, to the point where the project needs to be delayed indefinitely, substantially re-configured or cancelled outright, the Developer shall be entitled to deliver notice to the Purchaser at which time this agreement shall be thereafter null and void and the Deposit shall be returned to the Purchaser.
- 12.2. The Developer shall diligently plan and construct the Unit. Although the Developer cannot guarantee a possession date until construction is well under way, the Developer agrees that the Possession Date will fall within the range stipulated in the "Occupancy Date Statement" provided to the Purchaser and further agrees to give the Purchaser 35 days written notice of the date the Unit will be ready for occupancy. That date will be the "Closing Date" and "Possession Date".
- 12.3. The Purchaser acknowledges that the Unit could be ready for occupancy even though certain seasonal items (stucco/siding, concrete work, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.
- 12.4. The Developer agrees to grant the Purchaser vacant possession of the Unit on the Closing Date, as long as the entire Purchase Price has been paid.
- 12.5. The Purchaser acknowledges that the Possession Date may be delayed by strikes, weather, inability to obtain goods or labour, acts of God or their occurrences beyond the control of the Developer. If the Developer shall be unable to substantially complete the Unit for occupancy within a reasonable period of time after the designated Possession Date, the Developer may return any deposits it holds to the Purchaser (without interest) whereupon this agreement shall terminate and the Developer shall not be liable to the Purchaser for any damages, costs fees or amounts whatsoever.
- 12.6. Prior to accepting possession, the Purchaser may inspect the Unit together with a representative of the Developer and any such taking of possession shall be conclusive evidence as against the Purchaser that at the time thereof the Unit (save as shown on a deficiency list in writing to be agreed upon by the Purchaser and the Developer before the Purchaser takes possession of the Unit) was in good and satisfactory condition and that all undertakings, if any, of the Developer in respect of the Unit and condition thereof have been fully satisfied and performed by the Developer. The Developer shall rectify the deficiencies, if any, contained in the said list within a reasonable time.

13. Overdue Amounts

- 13.1. Except where the Developer has given its written consent to other arrangements, any amount not actually released to the Developer on the Closing Date shall bear interest at rate of 18% per annum. The Developer always remains at liberty, upon notice, to use any other remedies available to it arising from the Purchaser's failure to perform. Its obligations pursuant to this purchase agreement.

14. Builder's Lien Obligations

- 14.1. The Developer acknowledges that as the developer and builder of the project, it alone is the "owner" as defined in the *Prompt Payment and Construction Lien Acts*. There are no extraordinary circumstances, and the Purchaser will not hold back funds under the *Prompt Payment and Construction Lien Acts*.

15. Goods and Services Tax

- 15.1. The Purchase Price of the Unit includes net GST. In other words, the Developer agrees to pay the GST arising from the sale as long as the Purchaser qualifies for and claims the New Housing Rebate through the Developer. If the Purchaser is not entitled to the Rebate or the Developer does not receive the Rebate, then the Purchaser will pay the Developer an amount equivalent to the Rebate. The

Purchaser hereby grants the Developer a mortgage charge against the Unit as security for the payment of the amount of the Rebate and, legal fees and disbursements (on a solicitor and his own client basis) incurred by the Developer to collect the Rebate from the Purchaser.

- 15.2. If the GST applicable to this transaction changes, the final amount payable to the Developer will be adjusted so that the Purchaser pays the actual amount of GST required.

16. Miscellaneous

- 16.1. The Purchaser may not assign this Agreement without the Developer's prior written consent. This Agreement is binding on the Purchaser's estate, as well as on anyone who acquires the Developer's interest in the Agreement
- 16.2. Words of number or gender used in this purchase agreement shall be read, as the context requires. In other words, "he" can mean "he", "she", "they" or "it" depending on whether the purchaser is man, a woman, a group or a corporation.
- 16.3. Any notices given under this Agreement shall be deemed to be received once delivered:
- a) to the Developer at its address as stated on this Agreement,
 - b) to the Purchaser at the address shown in this Agreement or, after the Closing Date, at the Unit.
- 16.4. The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this Agreement.
- 16.5. The Purchaser will not register a Caveat at any time in respect to this Agreement or its rights hereunder.
- 16.6. The Developer is in the business of developing multi-family housing for sale. The Developer may collect, use and disclose the Purchaser's personal information for the purpose of providing the Purchaser with the Developer's products and services. During the course of providing products and services, some of the Purchaser's personal information may be disclosed to reliable third parties including agents, suppliers and trade contractors who are responsible for ensuring the privacy of the Purchaser's personal information. The Developer may also provide the Purchaser's information as contained in the Agreement to the Developer's lenders and solicitors.
- 16.7. The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent to this agreement.

17. Entire Agreement

- 17.1. This Agreement contains the entire agreement between the parties. In other words, the parties are not legally bound to honour any obligations other than those contained in this Purchase Agreement. This Agreement may be amended only by a further written agreement, signed by both parties.

18. Purchaser's Offer

- 18.1. The Purchaser hereby offers to purchase the Unit from the Developer on the terms and conditions outlined in this Agreement. And such offer shall remain open for 7 days from the date upon which it was made.
- 18.2. The Developer shall notify its acceptance of the Purchaser's offer by delivering a photocopy of the signed Agreement to the Purchaser personally or by mailing it to the Purchaser's municipal or e-mail address as shown on the face of this agreement.

19. Merger

- 19.1. The obligations of the Developer and the Purchaser in paragraphs 7, 8, 10 and 14 shall survive the closing of the purchase and sale of the Unit.

20. Execution

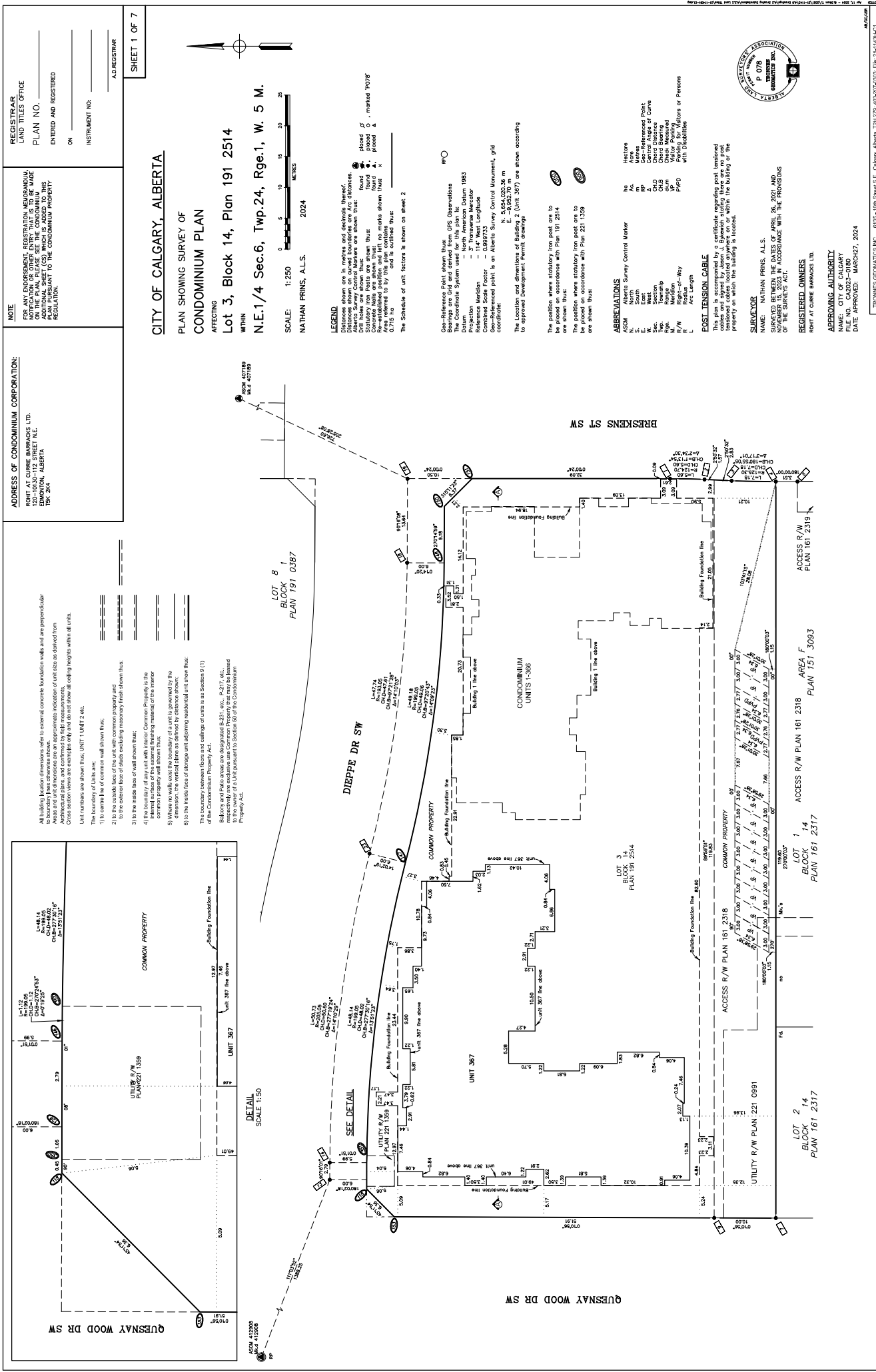
- 20.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall be deemed to constitute one and the same agreement. The Parties may sign and deliver this Agreement by facsimile transmission or by electronic mail in "portable document format." Each Party agrees that the delivery of this Agreement by facsimile, by electronic mail in "portable document format" or documents executed using an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), shall have the same force and effect as delivery of original ink signatures, and that each Party may use

such facsimile or electronic mail signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

21. Disclosure Package Acknowledgment

- 21.1. The Developer has produced (and the purchaser has received) a customer information package which includes the disclosure documents required by the *Condominium Property Act* and Regulations as at the date of signing this Agreement. The Purchaser hereby confirms receipt of, and consents to, the disclosure documents as provided.

Developer's Solicitor:
MLT Aikins LLP
Suite 2200, 10235 - 101 Street NW
Edmonton, AB T5J 3G1
Attention: David Kozicki
Email: dkozicki@mltaikins.com
Phone: (780) 801-0688



SCHEDULE OF UNIT FACTORS AND AREAS

Unit Numbers	Unit Factors	Approx. Area
1	1	15.1
2	1	15.4
3	1	15.5
4	1	15.6
5	1	15.9
6	1	16.1
7	1	16.4
8	1	16.5
9	1	16.4
10	1	16.5
11	1	16.0
12	1	15.5
13	1	15.5
14	1	15.5
15	1	15.5
16	1	15.5
17	1	15.5
18	1	15.5
19	1	15.5
20	1	15.5
21	1	15.5
22	1	15.5
23	1	15.5
24	1	15.4
25	1	15.5
26	1	15.5
27	1	15.5
28	1	15.5
29	1	15.5
30	1	15.5
31	1	15.5
32	1	15.5
33	1	15.5
34	1	15.5
35	1	15.6
36	1	15.5
37	1	15.5
38	1	15.5
39	1	15.4
40	1	15.5
41	1	15.5
42	1	15.5
43	1	15.5
44	1	15.5
45	1	15.5
46	1	15.5
47	1	15.5
48	1	15.5
49	1	15.5
50	1	15.5
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60	1	15.5
61	1	15.5
62	1	15.5
63	1	15.5
64	1	15.5
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66	1	15.5
67	1	15.4
68	1	15.4
69	1	15.5
70	1	15.5
71	1	15.5
72	1	15.5
73	2	27.0
74	2	27.9
75	2	28.1
76	2	28.1
77	2	28.1
78	2	28.1
79	2	28.1
80	2	28.1
81	2	28.0
82	2	28.5
83	2	28.5
84	2	28.5
85	2	28.5
86	2	28.5
87	2	28.5
88	2	28.5
89	2	28.5
90	1	15.4
91	1	15.5
92	1	15.5
93	1	15.5
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96	1	15.5
97	1	15.5
98	1	15.5
99	1	15.5

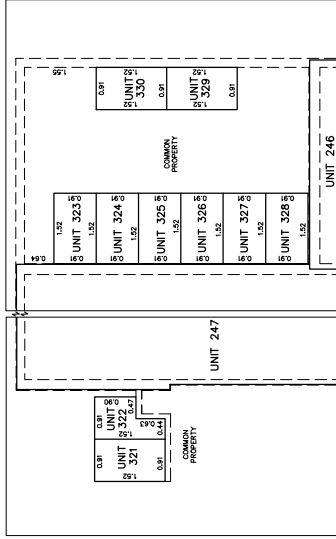
Unit Numbers	Unit Factors	Approx. Area
100	1	15.4
101	1	15.4
102	2	21.5
103	2	21.5
104	2	18.9
105	2	19.4
106	2	19.4
107	1	14.1
108	1	14.2
109	1	14.2
110	1	14.0
111	1	13.5
112	1	13.5
113	1	13.5
114	1	13.5
115	1	13.5
116	1	13.5
117	1	13.5
118	1	13.5
119	1	13.5
120	1	13.6
121	1	13.3
122	1	13.5
123	1	13.4
124	1	13.5
125	1	13.5
126	1	13.5
127	1	13.5
128	1	13.5
129	1	13.5
130	1	13.5
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135	1	13.5
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137	1	13.5
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139	1	13.5
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165	1	13.5
166	1	13.5
167	1	13.5
168	1	13.5
169	1	13.4
170	1	13.5
171	1	13.5
172	1	13.5
173	2	27.0
174	2	27.9
175	1	13.5
176	1	13.5
177	1	13.5
178	1	13.5
179	1	13.4
180	1	13.4
181	1	13.4
182	1	13.4
183	1	13.5
184	1	13.5
185	2	28.5
186	2	28.5
187	2	28.5
188	2	28.5
189	1	15.4
190	1	15.5
191	1	15.5
192	1	15.5
193	1	15.5
194	1	15.5
195	1	15.5
196	1	15.5
197	1	15.5
198	1	15.5
199	1	15.5

Unit Numbers	Unit Factors	Approx. Area
200	1	13.5
201	1	13.5
202	1	13.5
203	1	13.5
204	1	13.5
205	1	13.5
206	1	13.5
207	1	13.5
208	1	13.5
209	1	13.5
210	1	13.5
211	1	13.5
212	1	13.5
213	52	75.2
214	1	13.5
215	1	13.5
216	1	13.5
217	1	13.5
218	62	90.3
219	31	45.8
220	61	89.0
221	1	13.5
222	41	59.2
223	52	75.2
224	62	89.4
225	1	13.5
226	41	59.5
227	42	63.3
228	31	45.9
229	41	59.5
230	41	59.5
231	59	84.9
232	62	89.9
233	30	43.6
234	35	50.1
235	35	50.2
236	35	50.1
237	41	59.6
238	41	59.6
239	61	87.4
240	48	68.8
241	32	46.4
242	41	59.4
243	48	68.3
244	61	87.4
245	30	43.7
246	41	59.4
247	59	84.9
248	59	84.9
249	62	89.8
250	30	43.6
251	35	50.1
252	35	50.1
253	35	50.0
254	41	59.6
255	41	59.6
256	61	89.7
257	48	68.9
258	32	46.5
259	41	59.5
260	48	68.3
261	61	87.4
262	31	43.8
263	41	59.4
264	41	59.4
265	59	84.8
266	62	89.7
267	30	43.7
268	35	49.9
269	35	49.9
270	35	49.9
271	41	59.5
272	41	59.5
273	62	89.6
274	48	68.9
275	32	46.5
276	41	59.5
277	48	68.2
278	61	87.4
279	30	43.6
280	41	59.3
281	41	59.3
282	59	84.8
283	62	89.7
284	30	43.6
285	35	50.1
286	35	50.1
287	35	49.9
288	41	59.4
289	41	59.4
290	62	89.6
291	48	68.9
292	32	46.5
293	32	46.5
294	48	68.2
295	61	87.4
296	30	43.6
297	44	62.9

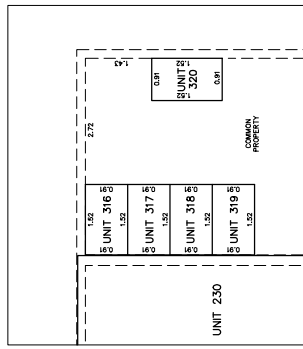
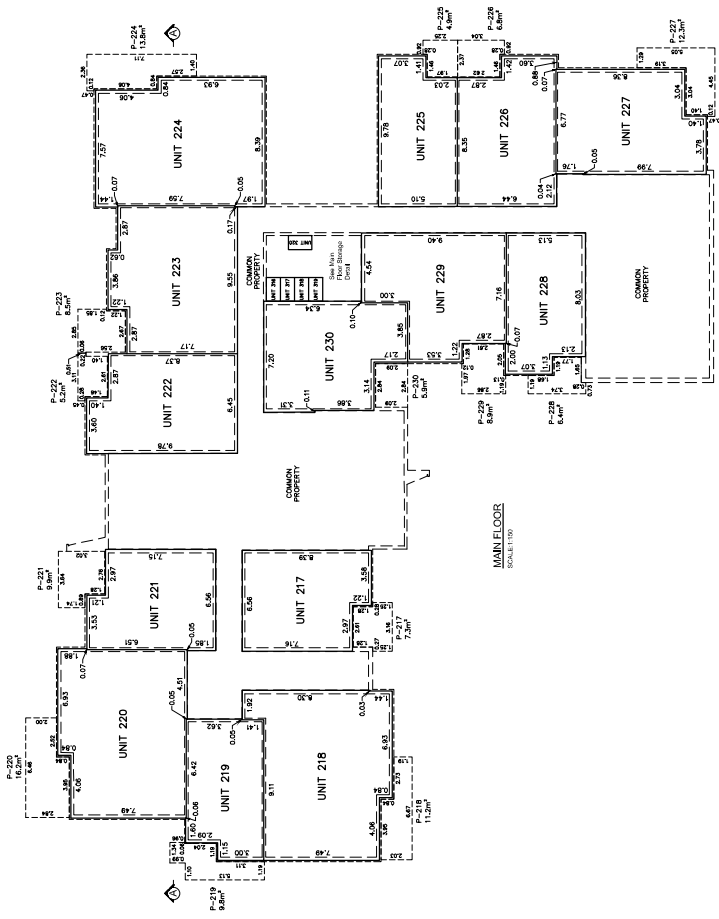
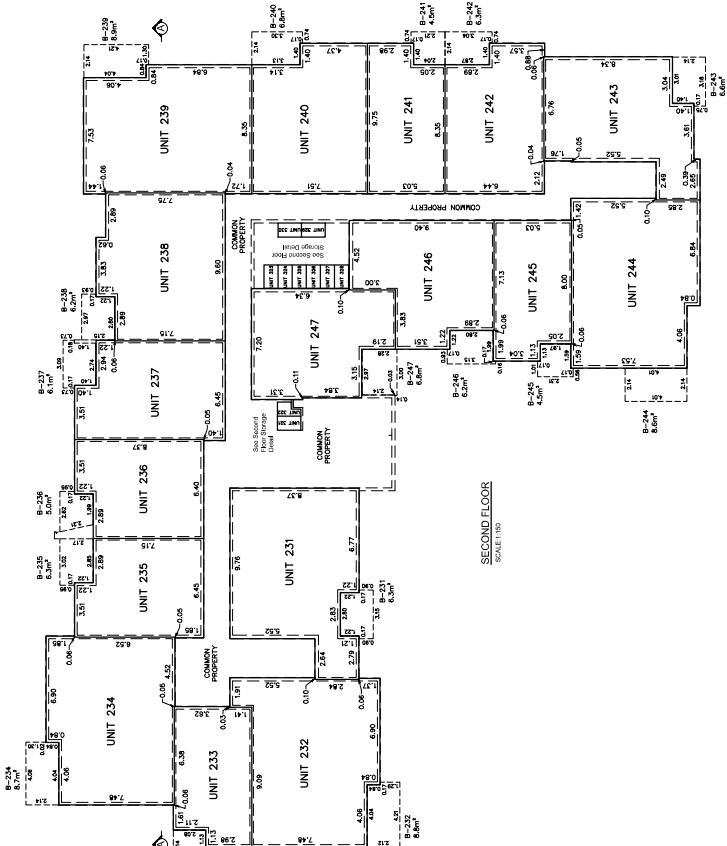
Unit Numbers	Unit Factors	Approx. Area
298	41	59.3
299	41	59.3
300	62	89.9
301	30	43.6
302	61	87.5
303	35	50.0
304	35	50.0
305	41	59.5
306	52	79.0
307	48	68.9
308	48	68.9
309	32	46.5
310	41	58.5
311	45	67.8
312	30	43.7
313	30	43.7
314	44	63.0
315	41	58.6
316	1	1.4
317	1	1.4
318	1	1.4
319	1	1.4
320	1	1.4
321	1	1.4
322	1	1.1
323	1	1.4
324	1	1.4
325	1	1.4
326	1	1.4
327	1	1.4
328	1	1.4
329	1	1.4
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331	1	1.4
332	1	1.1
333	1	1.4
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336	1	1.4
337	1	1.4
338	1	1.4
339	1	1.1
340	1	1.4
341	1	1.4
342	1	1.4
343	1	1.4
344	1	1.4
345	1	1.4
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347	1	1.4
348	1	1.4
349	1	1.1
350	1	1.4
351	1	1.4
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REGISTRAR
LAND TILES OFFICE
PLAN NO. _____
ENTERED AND REGISTERED
ON _____
INSTRUMENT NO. _____
A.D. REGISTRAR

SHEET 3 OF 7



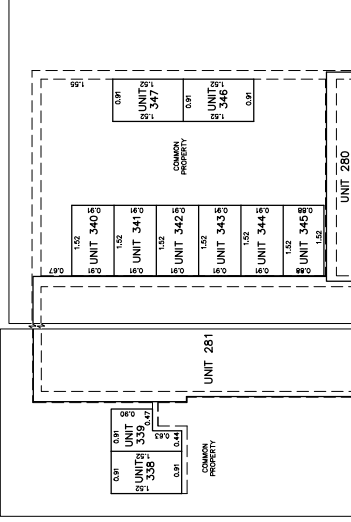
Building 1 Second Floor Storage Detail
SCALE 1:50



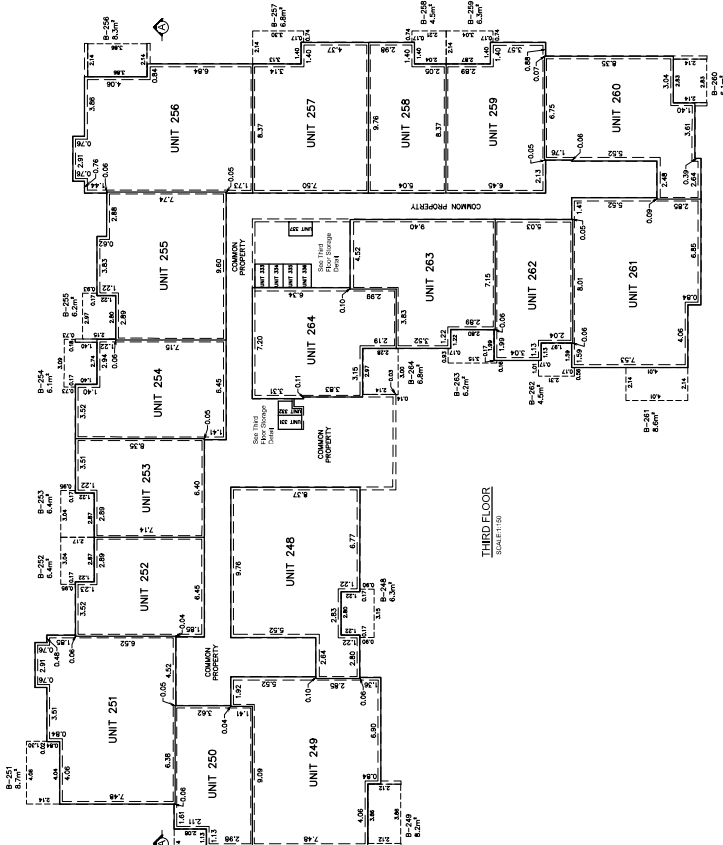
Building 1 Main Floor Storage Detail
SCALE 1:50

REGISTRAR
LAND TILES OFFICE
PLAN NO. _____
ENTERED AND REGISTERED
ON _____
INSTRUMENT NO. _____
A.D. REGISTRAR

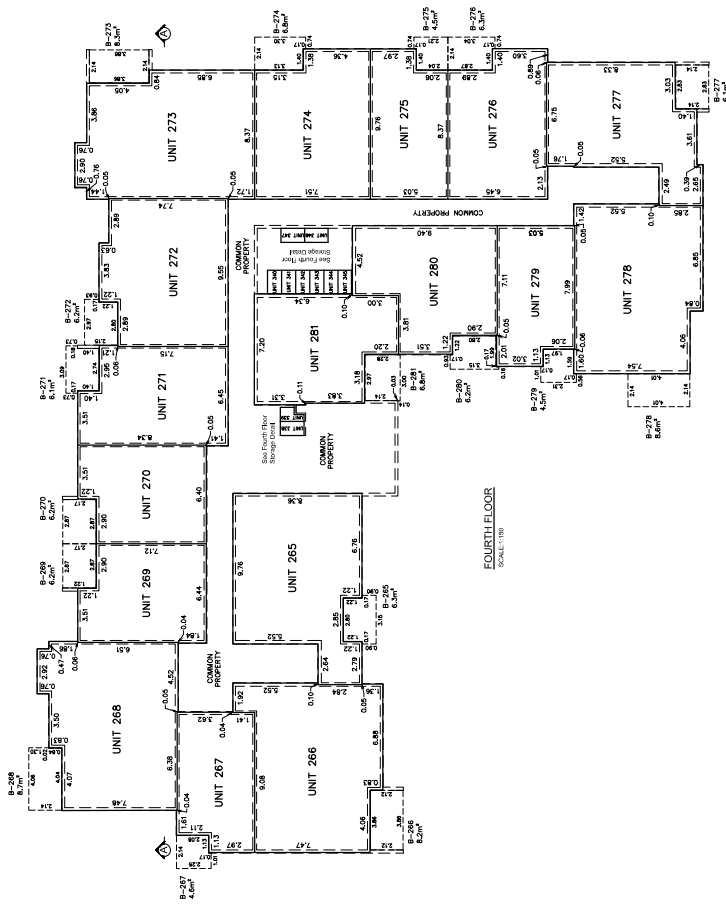
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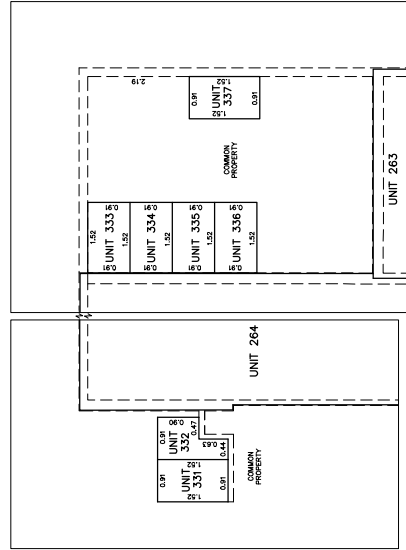
Fourth Floor Storage Detail
SCALE 1:50



THIRD FLOOR
SCALE 1:50



FOURTH FLOOR
SCALE 1:50



REGISTRAR

LAND TILES OFFICE

PLAN NO.

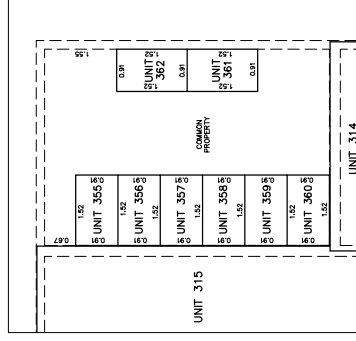
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ON

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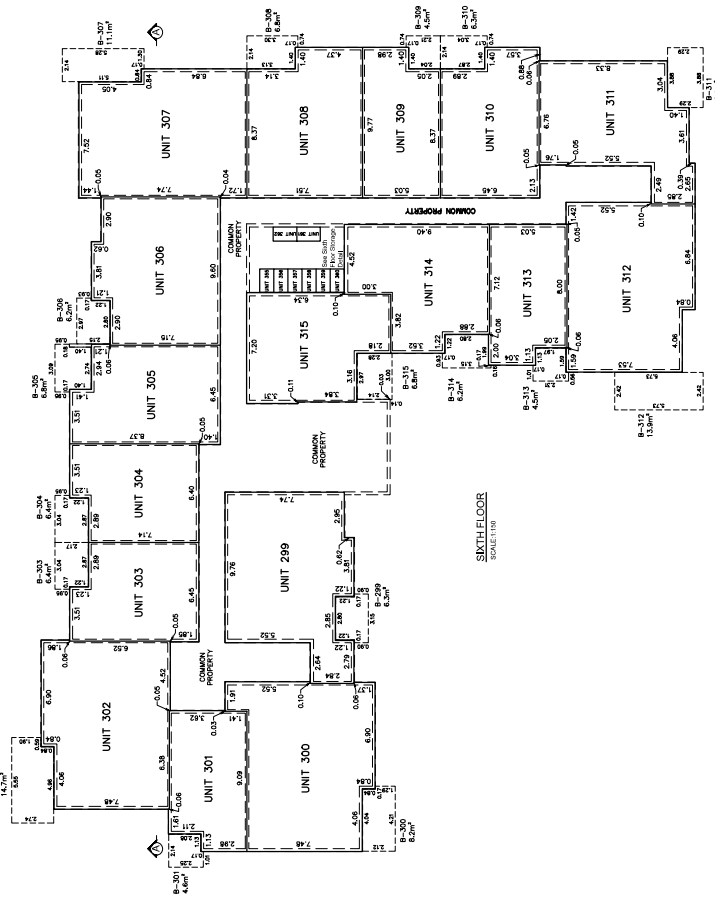
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SHEET 5 OF 7



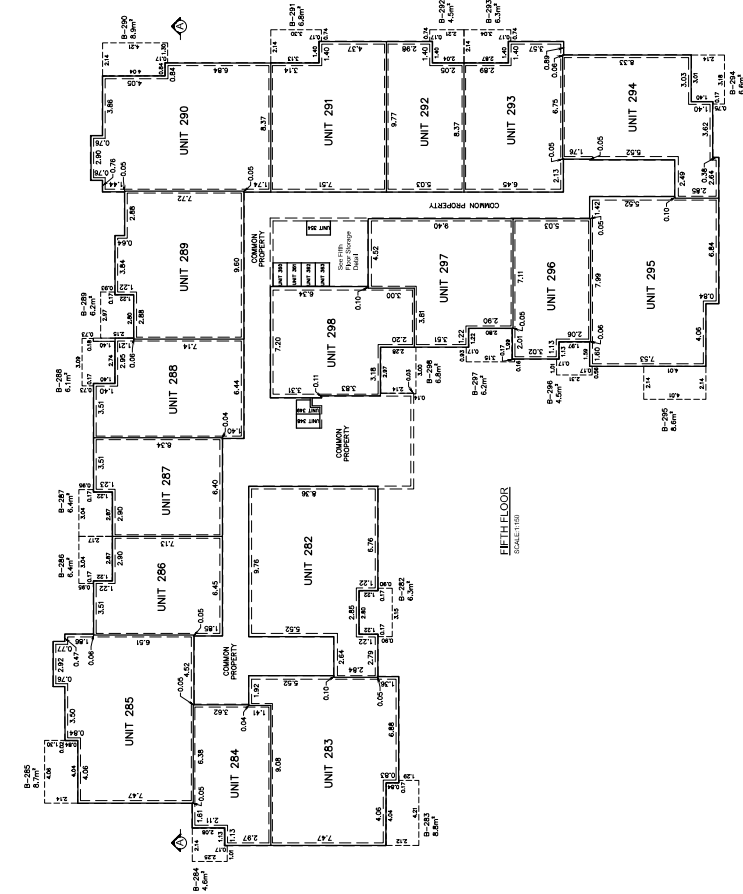
Sixth Floor Storage Detail

SCALE 1:50



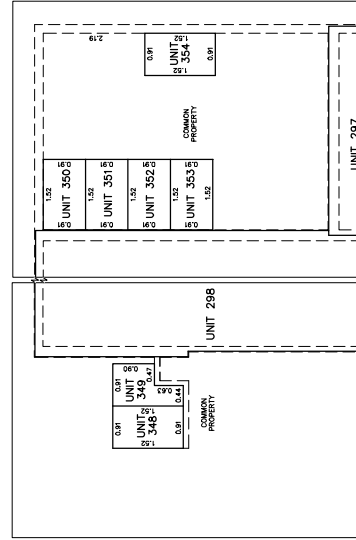
SIXTH FLOOR

SCALE 1:50



FIFTH FLOOR

SCALE 1:50



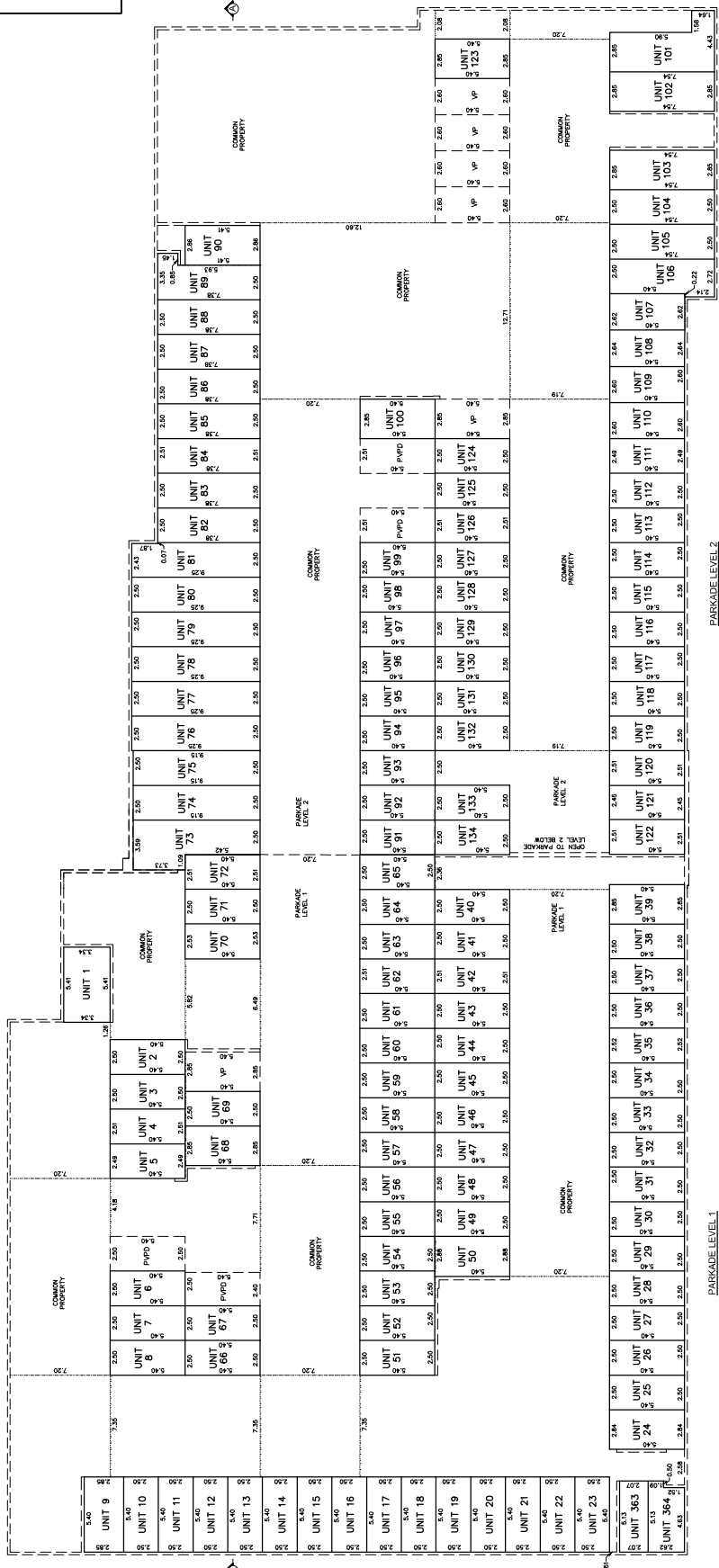
Fifth Floor Storage Detail

SCALE 1:50

REGISTRAR
LAND TILES OFFICE
PLAN NO. _____
ENTERED AND REGISTERED
ON _____
INSTRUMENT NO. _____

A.D. REGISTRAR

SHEET 6 OF 7



REGISTRAR
LAND TILES OFFICE

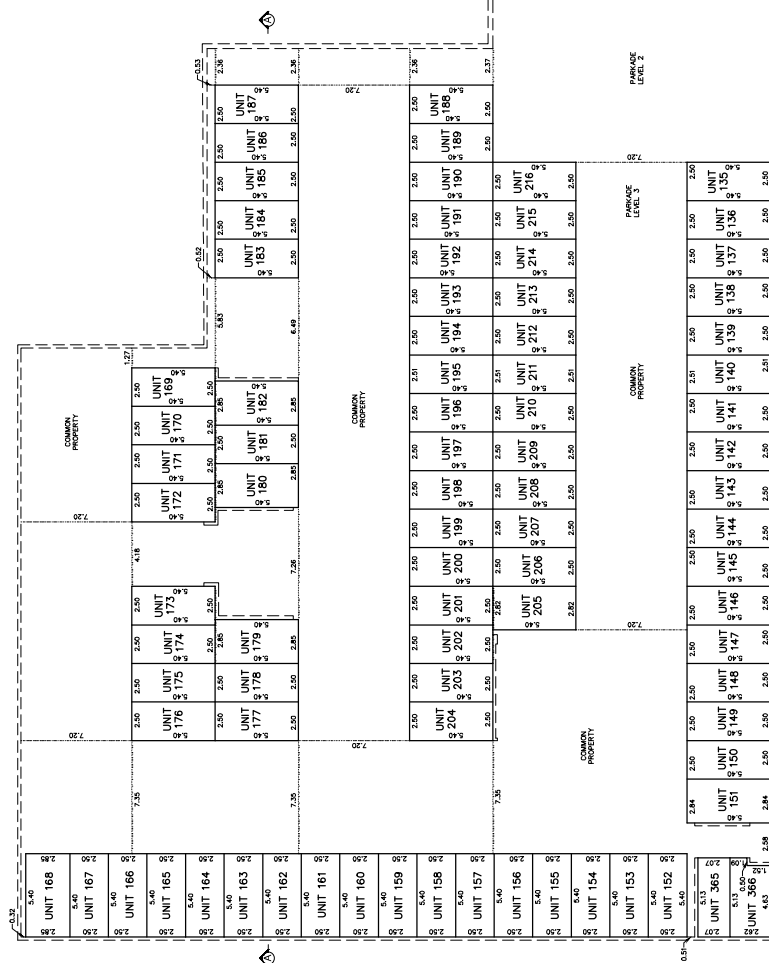
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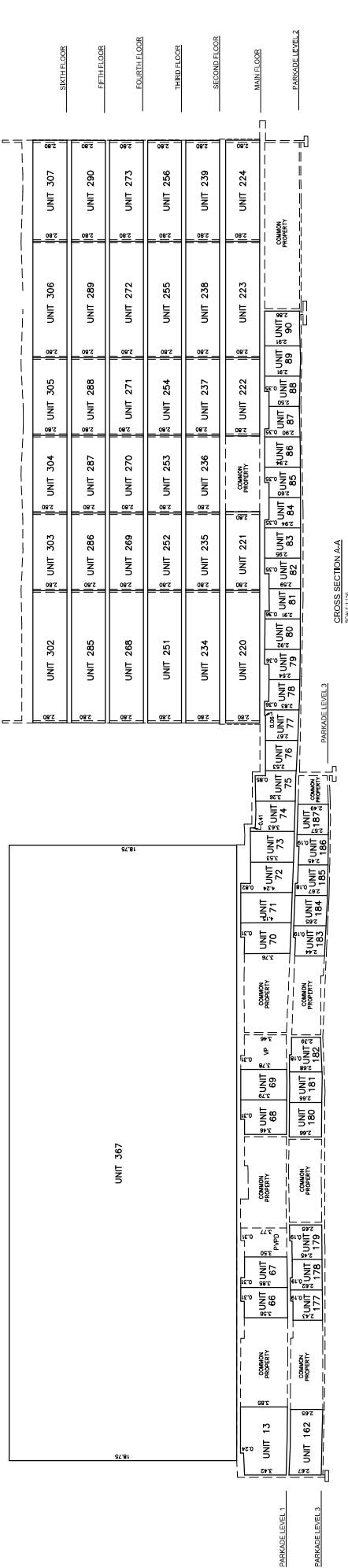
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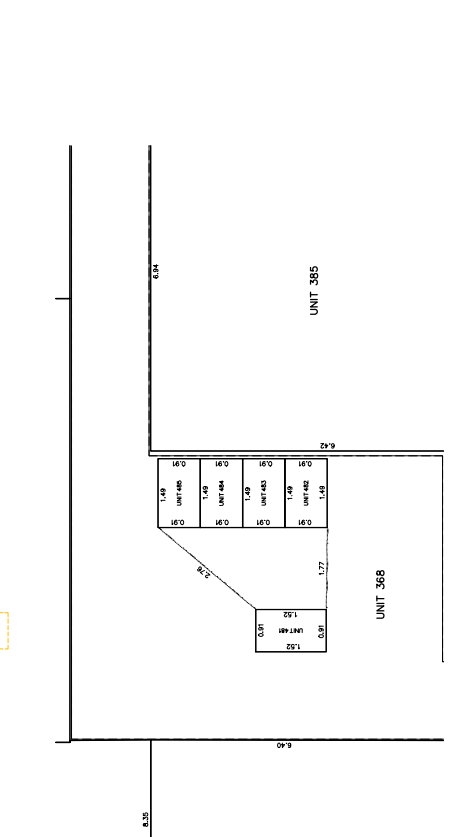
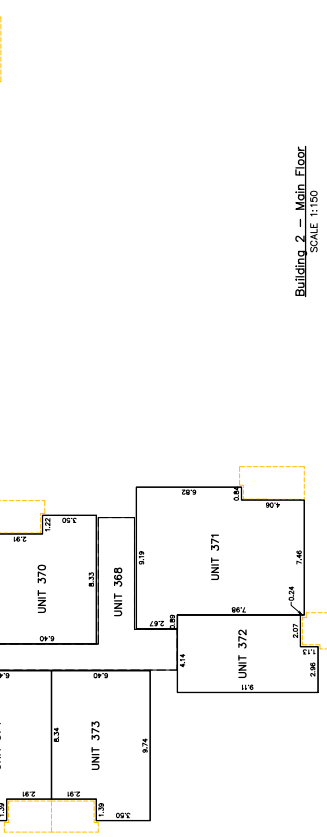
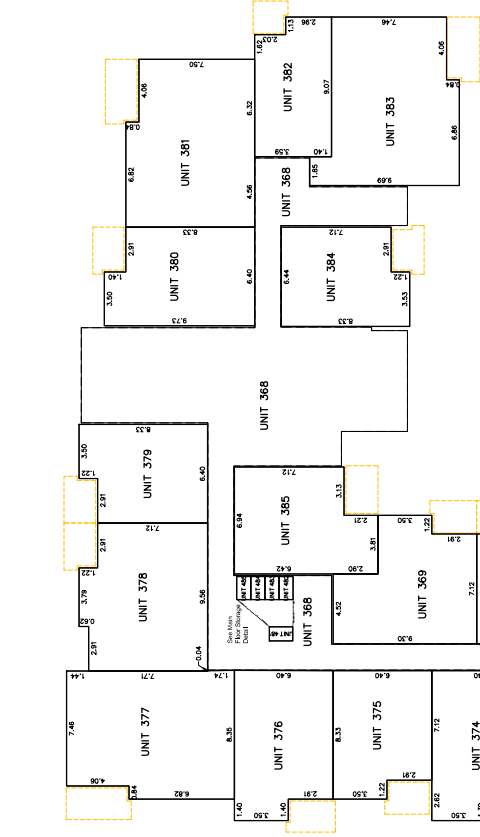
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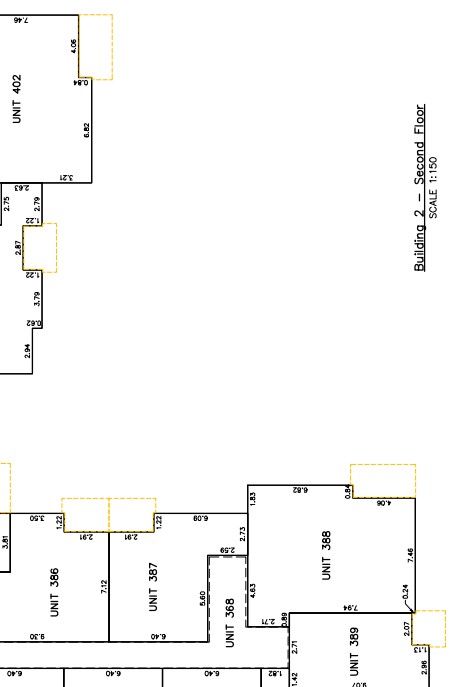
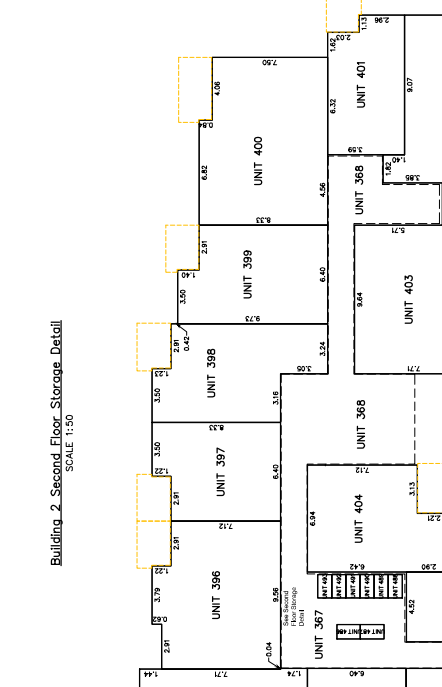
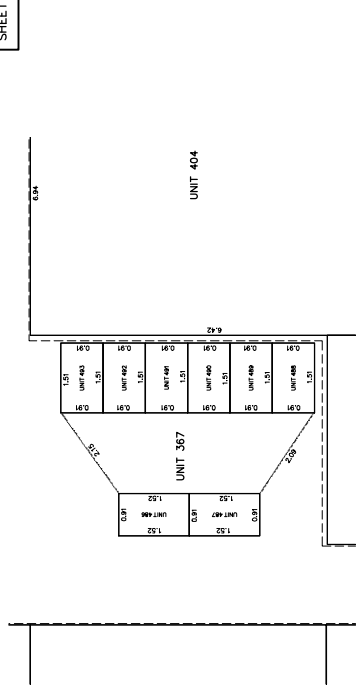
PARKADE LEVEL 3
SCALE 1:150



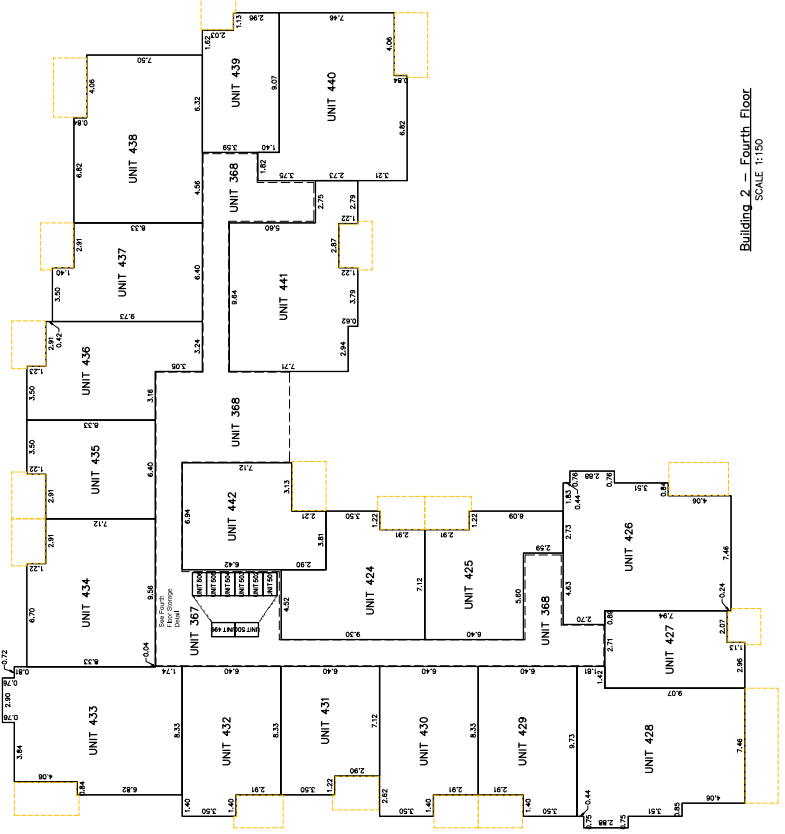
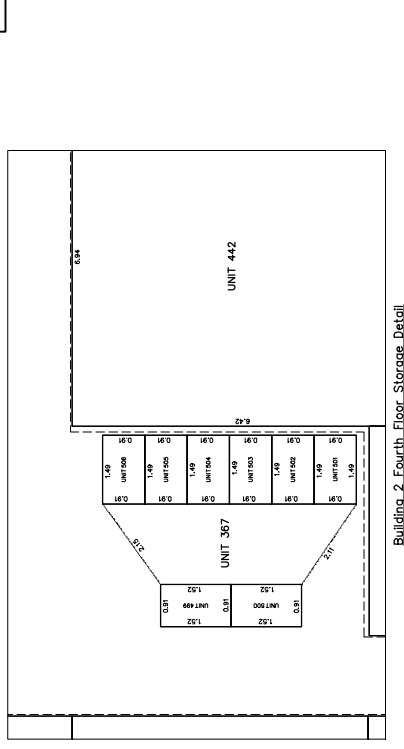
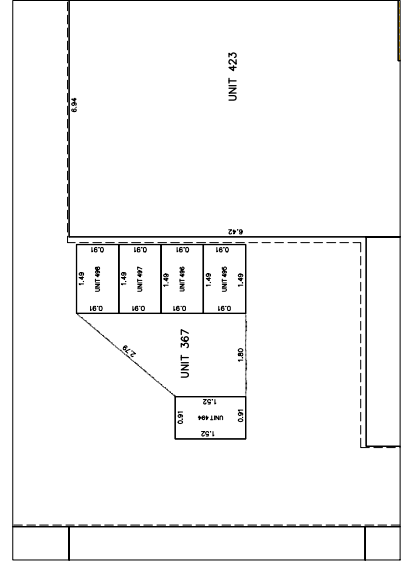
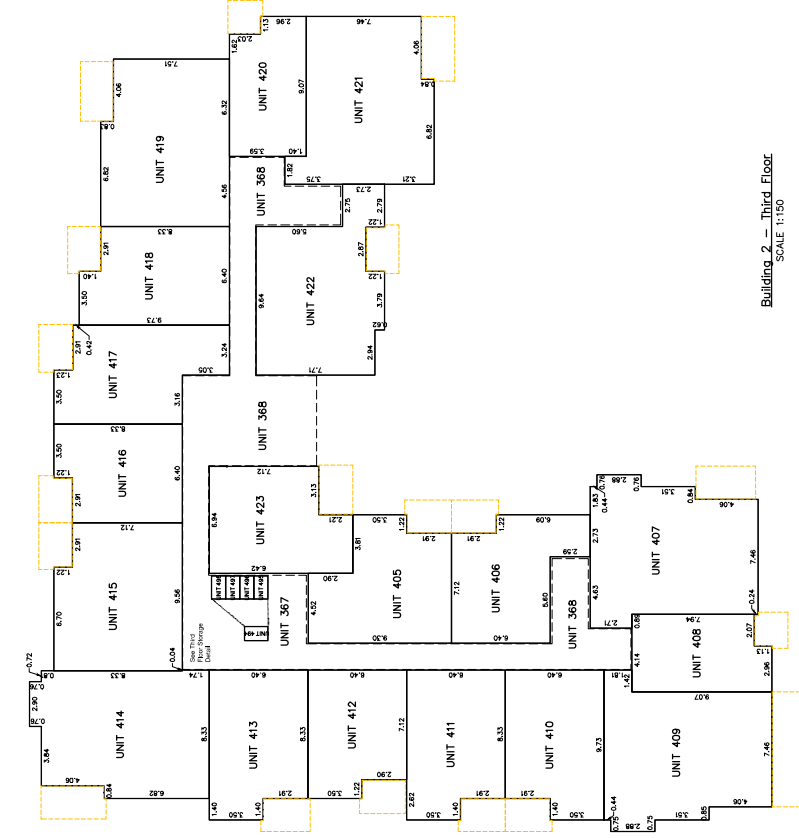
CROSS SECTION A-A
SCALE 1:30



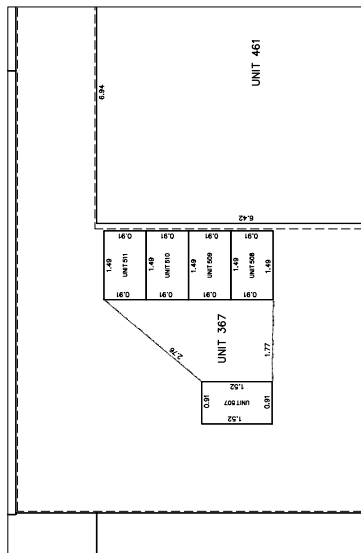
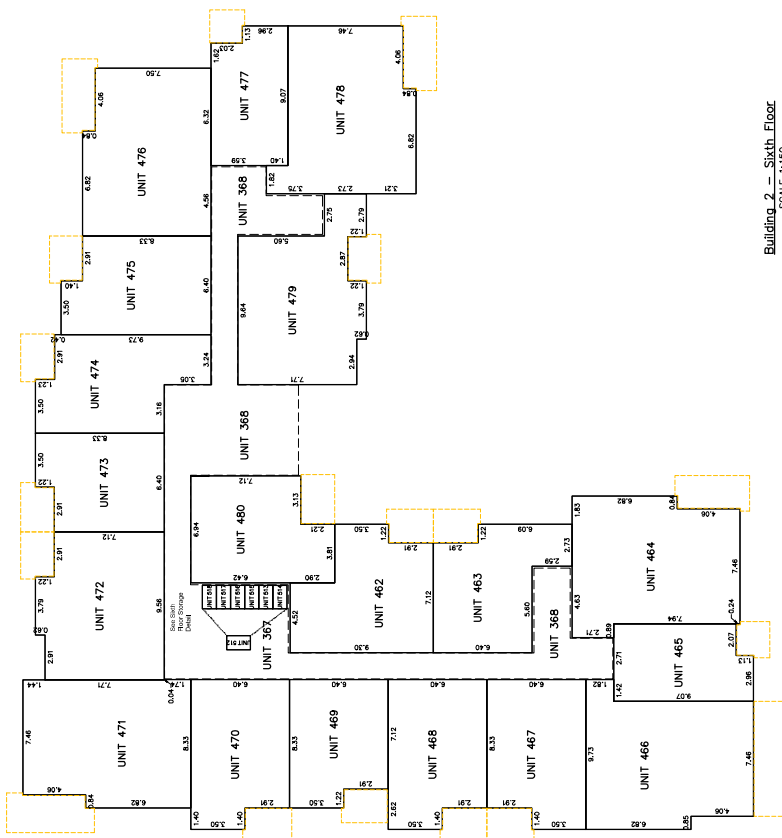
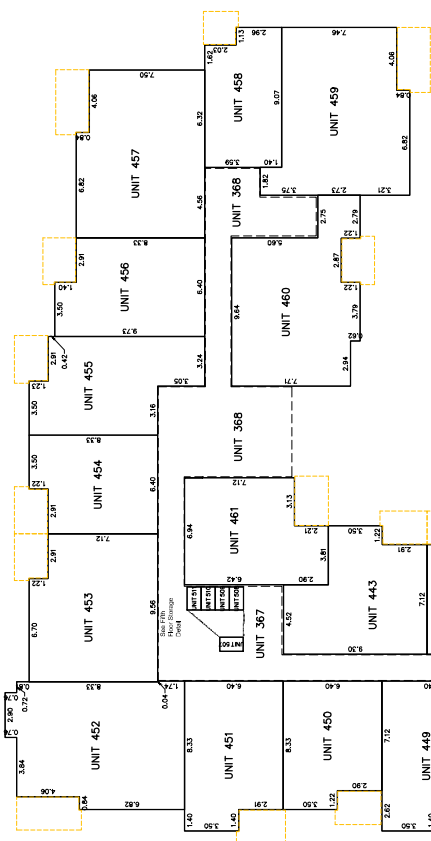
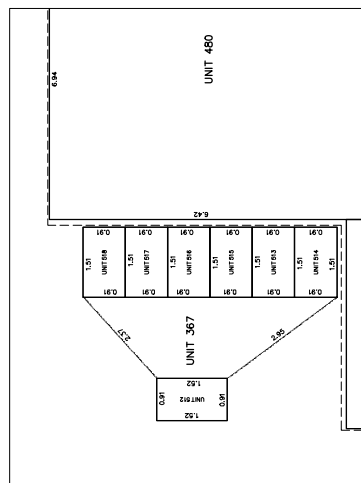
Building 2 - Main Floor Storage Detail
SCALE 1:50



Building 2 - Second Floor
SCALE 1:50



Building 2 - Fourth Floor
SCALE 1:150



Sube Numbers		Unit Numbers	Unit Factors	Approx. Areas	
Bldg Common Unit				1335.24	
112	369	44	1	62.92	56.23
114	370	35	1	49.81	46.81
115	371	35	1	49.81	46.81
116	372	35	1	49.81	46.81
117	372	30	1	43.48	40.77
115	373	41	1	56.36	52.95
113	374	41	1	56.36	52.95
114	375	41	1	56.36	52.95
110	376	35	1	46.38	43.77
109	377	41	1	67.00	63.41
108	378	52	1	74.67	70.46
107	379	52	1	74.67	70.46
104	380	41	1	58.53	55.27
104	380	41	1	58.53	55.27
103	381	61	1	87.33	82.95
101	382	30	1	42.98	40.77
102	383	62	1	69.83	66.14
101	384	30	1	42.98	40.77
107	385	40	1	57.82	54.56
213	386	44	1	62.92	59.64
215	387	40	1	56.89	53.69
215	387	40	1	56.89	53.69
215	387	35	1	46.38	43.77
218	388	30	1	43.77	41.38
217	390	62	1	69.59	65.94
216	391	41	1	58.23	55.27
217	392	35	1	43.48	40.77
212	393	35	1	40.71	38.23
211	394	41	1	58.23	55.27
210	395	61	1	86.99	82.95
209	396	35	1	46.87	44.38
209	396	35	1	46.87	44.38
206	398	42	1	59.64	56.23
204	399	41	1	58.23	55.27
203	400	61	1	87.33	82.95
203	400	51	1	87.33	82.95
202	401	62	1	69.83	66.14
202	402	62	1	69.83	66.14
205	403	56	1	62.24	58.96
208	404	40	1	57.77	54.56
208	404	40	1	57.77	54.56
208	404	40	1	57.77	54.56
315	405	40	1	56.89	53.69
319	407	64	1	91.53	87.33
318	408	30	1	43.29	40.77
317	409	30	1	43.29	40.77
316	410	44	1	58.23	55.27
314	411	41	1	58.23	55.27
312	412	35	1	40.81	38.23
311	413	41	1	58.23	55.27
311	413	41	1	58.23	55.27
309	415	53	1	76.48	72.46
307	416	35	1	40.81	38.23
306	417	42	1	59.64	56.23
305	418	61	1	87.33	82.95
303	419	61	1	87.33	82.95
301	420	30	1	42.98	40.77
302	421	62	1	69.83	66.14
301	421	62	1	69.83	66.14
308	423	40	1	57.77	54.56
413	424	44	1	62.92	59.64
415	425	40	1	56.89	53.69
419	426	54	1	91.53	87.33
419	426	54	1	91.53	87.33
417	428	64	1	91.24	87.04
416	429	41	1	58.23	55.27
414	430	41	1	58.23	55.27
414	430	41	1	58.23	55.27
411	432	41	1	58.23	55.27
410	433	62	1	69.20	65.64
409	434	53	1	76.48	72.46
409	434	53	1	76.48	72.46
406	436	42	1	59.64	56.23
404	437	41	1	58.23	55.27
403	438	61	1	87.33	82.95
401	439	30	1	43.29	40.77
401	439	30	1	43.29	40.77
405	441	58	1	82.53	78.46
408	442	40	1	57.77	54.56
513	443	44	1	62.92	59.64
513	443	44	1	62.92	59.64
519	445	64	1	91.53	87.33
518	446	30	1	43.27	40.77
517	447	64	1	91.75	87.55
517	447	64	1	91.75	87.55
514	448	41	1	58.23	55.27
512	450	35	1	40.81	38.23
511	451	41	1	58.23	55.27
510	452	53	1	76.48	72.46
507	454	35	1	40.81	38.23
506	455	41	1	59.64	56.23
504	456	41	1	58.23	55.27
501	458	30	1	42.98	40.77
502	459	62	1	69.46	65.89
505	460	58	1	82.53	78.46
613	462	44	1	62.92	59.64
615	463	40	1	56.91	53.71
619	464	62	1	69.24	65.64
619	464	62	1	69.24	65.64
617	466	62	1	68.59	64.92
616	467	41	1	58.23	55.27

Sube Numbers	Unit Numbers	Unit Factors	Approx. Areas
614	468	41	56.23
612	469	35	46.81
611	470	41	58.23
610	471	52	74.67
609	472	52	74.67
607	473	35	46.81
606	474	42	59.64
604	475	61	87.33
603	476	61	87.33
601	477	30	42.98
602	478	62	69.46
600	479	62	69.46
598	480	40	57.77
Storage	481	1	1.36
Storage	482	1	1.36
Storage	483	1	1.36
Storage	484	1	1.36
Storage	485	1	1.36
Storage	486	1	1.36
Storage	487	1	1.36
Storage	488	1	1.36
Storage	489	1	1.38
Storage	490	1	1.38
Storage	491	1	1.38
Storage	492	1	1.38
Storage	493	1	1.38
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Storage	513	1	1.36
Storage	514	1	1.38
Storage	515	1	1.38
Storage	516	1	1.38
Storage	517	1	1.38
Storage	518	1	1.38
TOTAL	5190		

QUESNAY

At Currie

Building 1 Floorplates

370 Dieppe Drive SW



Currie is a one-of-a-kind community in a historic, inner-city Calgary location. Minutes from all the conveniences of modern life and steeped in heritage, Currie creates rich and diverse connections for Calgarians.

1st Floor



2nd Floor



LEGEND		
Rosso	Rosa	Giallo
Verde	Grigio	Nero
Ambra	Azzuro	Oro
Rubino	Argento	



3rd Floor



4th Floor





5th Floor



6th Floor

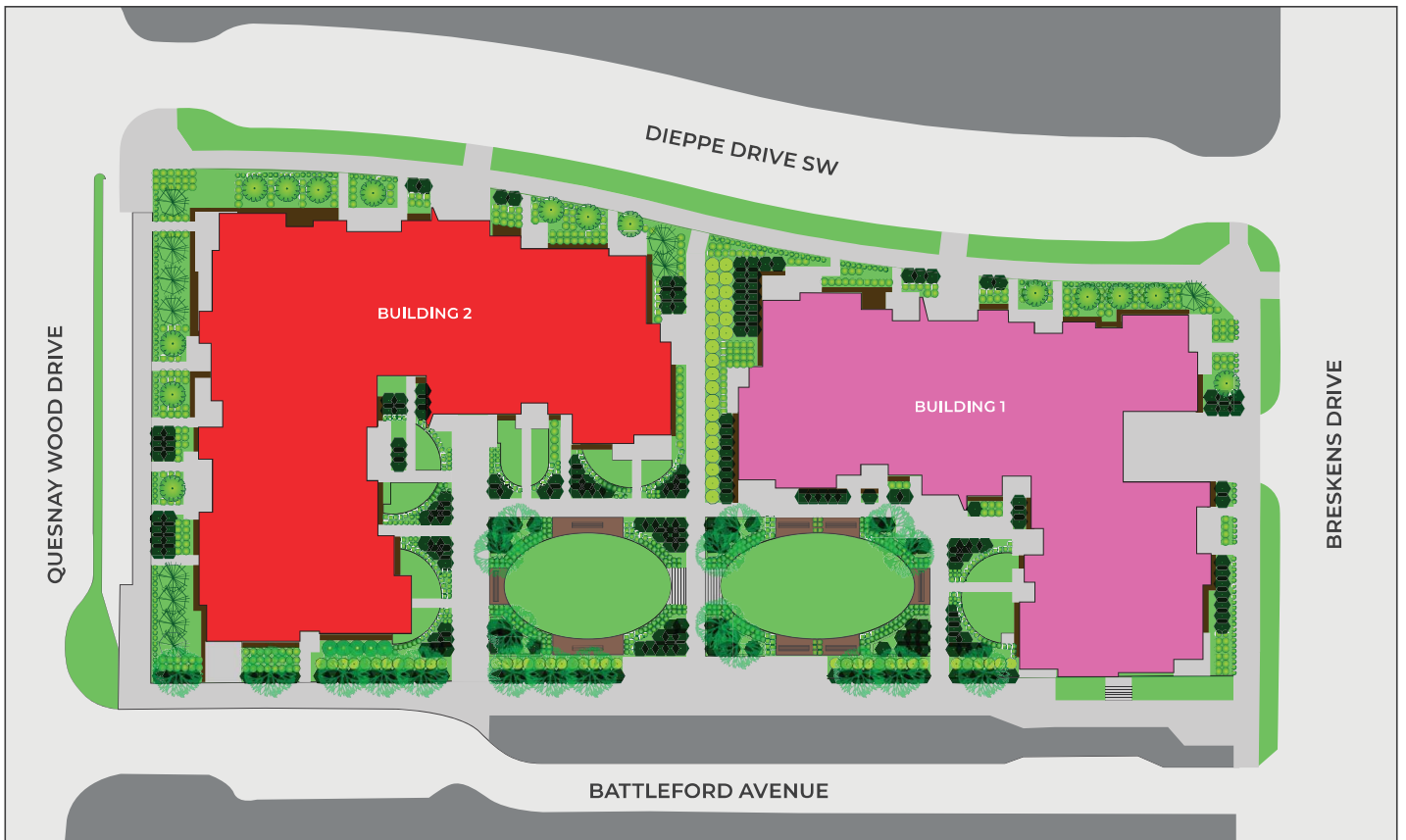


QUESNAY

At Currie

Building 1 Sitemap

370 Dieppe Drive SW



QUESNAY

At Currie

Building 2 Floorplates

330 Dieppe Drive SW



Currie is a one-of-a-kind community in a historic, inner-city Calgary location. Minutes from all the conveniences of modern life and steeped in heritage, Currie creates rich and diverse connections for Calgarians.

1st Floor



2nd Floor



3rd Floor



4th Floor



5th Floor



6th Floor

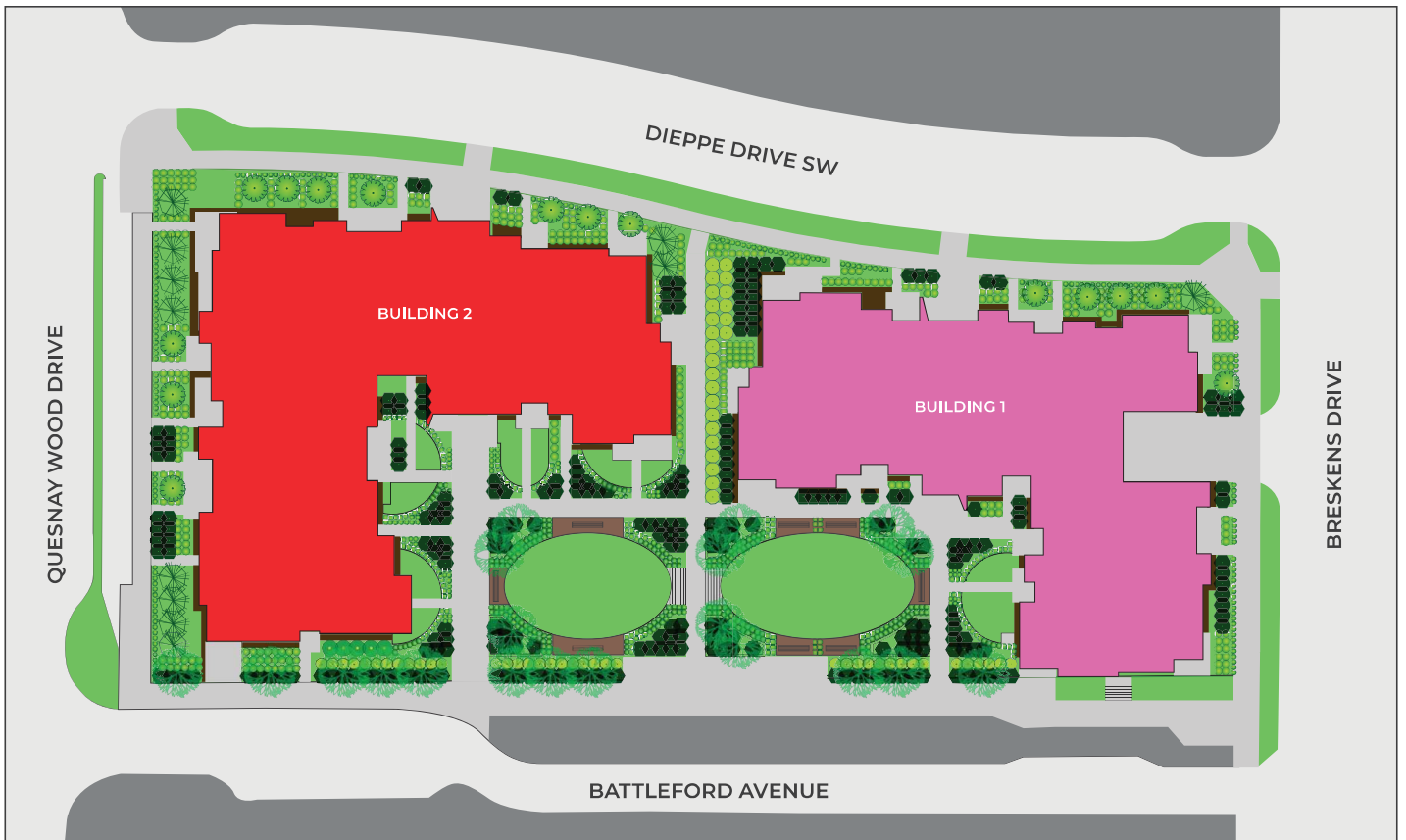


QUESNAY

At Currie

Building 2 Sitemap

330 Dieppe Drive SW



Specifications Summary

FOUNDATION & STRUCTURE

- a. Concrete footings, walls, columns, beams, retaining walls and structural slab with reinforcement as per engineering.
- b. Parkade slab on grade as per soil report and design.
- c. Waterproofing on exterior surface of concrete wall
- d. Concrete structural slab for main floor & 2nd, 3rd, 4th, 5th and 6th floors are engineered wooden joists
- e. Gypsum cement decking with acoustic mat over wooden joist floor
- f. Exterior walls structural wood studs as per engineer design.
- g. Interior load bearing wall partitions-wood studs as per engineer design.
- h. Party walls between suites are double wall construction.
- i. Corridor partition wall are staggered studs.

WINDOWS

- a. Triple glazed, PVC windows as per plans.
- b. PVC patio doors
- c. PVC screens.

ROOFING

- a. Roofing is an inverted slope insulated membrane system as per design

EXTERIOR FINISHING

- a. Fiber cement panels – installed with rain screen system
- b. Cladding as per color chart & drawings.
- c. Accent lights to highlight building's exterior finish
- d. Aluminum powder coated railing with tempered glass inserts on all decks
- e. Aluminum front entry doors to front entrance of building

PLUMBING

- a. Kitchen sink- double bowl under mount stainless steel.
- b. White fiberglass tub or shower with walls with tub/shower valve as per plans
- c. Two-piece white toilet with tank and seat cover.

- d. White under mount vanity basins
- e. Bath fans and exhaust fans in bathroom and kitchen with vented to exterior.
- f. Laundry complete with hot and cold water supply and drain and dryer vent.
- g. Faucets as per designer interior.

HEATING & COOLING

- a. As per mechanical engineer's design.
- b. Pressurized hallway and common amenities with air balancing system.
- c. Standard AC rough in.

ELECTRICAL

- a. 70 Amp - 32 CCT power supply panel for suites.
- b. White Decora switches and receptacles
- c. Telephone and Cable run as per plan.
- d. Telephone and Cable communication panel in all suites.
- e. GFI circuits in all bathrooms and one exterior plug in balcony with GFI.
- f. Building fire alarm and smoke detectors in all common areas and in each suite.
- g. Main entrance door of building can be activated through keyless access or intercom connected to telephone line, parkade overhead door activated using same keyless access

DRYWALL & INSULATION

- a. All drywall with gypsum board, screw and nail application.
- b. Wall taping with three coat application and sanded ready for paint.
- c. All ceiling taped and knockdown texture
- d. Square corners inside the suites
- e. Batt insulation for exterior walls, batt insulation for internal Party wall and corridor walls.
- f. Batt insulation or blown in insulation in the joist space.
- g. Resilient channel sound bar between floors.

INTERIOR FINISHING

- a. Front solid fire rated door with dead bolt and paint.
- b. Interior doors are hollow core pre-hung with 3 hinges.
- c. Baseboards and casing around windows and doors with paint as per Designer Interior.
- d. Hardware & washroom accessories as per Designer Interior. Mirrors as per plan in bathrooms.

- e. Wire shelving shelf & rods as per plan.

PAINTING

- a. Interior walls are finished with one coat of primer and two coat paint.
- b. Interior doors and windows trims are finished one coat of primer and two coats of paint

KITCHEN CABINETS AND COUNTERTOPS

- a. Cabinets and cabinet doors as per plan and Designer Interior.
- b. Countertop as per plans and Designer Interior.

FLOORING

- a. Flooring as per plan and Designer Interior.
- b. Vinyl decking membrane on balcony decks.
- c. 6" row of ceramic tiles vertically and horizontally around fiberglass tub/shower in bathroom
- d. Backsplash above vanity in bathroom, as per Lifestyle Board.
- e. Backsplash in kitchen, as per Designer Interior.
- f. Carpet tile all corridors and stairs in common areas.
- g. Porcelain tile in building entrance lobby

APPLIANCES

- a. Appliance package including full size 5 appliance – Stainless Steel finish - fridge, stove, dishwasher, over the range microwave, and white stackable washer and dryer

COMMON FEATURES & AMENITIES

- a. Elevator from parking to 6th floor.
- b. Stairwells with entry/exits for each floor with fire rated steel doors.
- c. Fire alarm, emergency lights and sprinkler system.
- d. Underground parking
- e. Heated parkade ramp with remote controlled overhead door.
- f. Mailboxes are installed in front vestibule area.
- g. Front vestibule intercom system connected to occupant's phone.

- h. Security system in entry door and keyless entry.
- i. Concrete finish on exterior main floor patios around building.
- j. Professional landscaping with irrigation system on property with well-designed entrance

Building Specifications may be revised without notification to substitute product of equal or better value. All specifications will meet or exceed the Alberta Building Code. Please note if customer decides to renovate or upgrade after possession, builder's warranty will be null and void.

DESCRIPTION OF COMMON PROPERTY

Quesnay at Currie, Calgary

1. **General Description of Common Property:** Quesnay at Currie Apartments · Quesnay at Currie is a wood frame apartment condominium project (with some titled underground parking stalls and storage units), built in phases in accordance with the regulations passed under the Condominium Property Act. Once the project is complete, the common property will consist of:

- a) the structure of both buildings on site including but not limited to roofs, exterior walls, siding, soffits/fascia/eavestroughs, balconies, and exterior doors & windows;
- b) all the hard and soft landscaping within the project including walks, driveways, visitor parking stalls, steps, decks/patios, lawns, trees, fences, etc.

The developer will finish the Common Property using the materials listed in the project specifications.

2. **Significant Utility Installations, Major Easement Areas:** The project is not expected to contain any high-pressure gas lines, high voltage power towers, or other utility installations of that sort. The project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of those lines and related equipment will be determined by the project designers and by crews on site.
3. **Retaining Walls:** The project is expected to contain retaining walls along both sides of the parkade ramp. The Developer reserves the right to add further retaining walls, swales and/or similar structures as required to ensure the project meets municipal lot grading requirements.
4. **On Site Recreational Facilities & Equipment:** None.
5. **Maintenance Equipment Supplied:** None.
6. **Roadways, Walkways and Parking Areas:** The project will have walkways and surface parking areas more or less as shown on the site plan. Most surface stalls will be separately titled and below ground.
7. **Fences:** The project will have a subdivision style fence along the south boundary. The Developer may (but is not required to) build additional fencing to enhance the curb appeal of the project. The Developer will also install one or more project identification signs. Design, location and colours of fencing and sign(s) are entirely at the Developer's discretion.
8. **Landscaping:** As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with the applicable zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion.
9. **Exterior Finishing of Buildings:** The exterior of the buildings will be finished using the materials set out in the project specifications.

This schedule is provided in accordance with Section 13(b) of the Condominium Property Act.

FORM 9

CONDOMINIUM PROPERTY ACT

Section 35(1)(l) of the Condominium Property Act

Certificate of Developer

ROHIT AT CURRIE BARRACKS LTD. hereby certifies that the phased development disclosure statement attached hereto complies with:

- a) the *Condominium Property Act* and the *Condominium Property Regulation*, and
- b) all the requirements under the *Condominium Property Act* and the *Condominium Property Regulation*.

Dated: _____

ROHIT AT CURRIE BARRACKS LTD.

Per: _____

Per: _____

PHASED DEVELOPMENT DISCLOSURE STATEMENT

RE: Quesnay at Currie, Calgary, AB (the “Project”)

Rohit at Currie Barracks Ltd. (the “Developer”) is constructing a condominium project consisting of apartment style condominium units to be built in phases as allowed under Section 19 of the *Condominium Property Act*, as follows:

1. Number of Units in the Project

The Developer will be developing the Project in two (2) phases with each phase consisting of one (1) building and depending on the rate of sales and other market conditions and upon completion will have a approximately 211 residential units plus titled parking stalls and storage units.

Phase 1 is expected to consist of one (1) building of approximately 99 residential units and Phase 2 is expected to consist of one (1) building of approximately 112 residential units. Each owner may be entitled to purchase underground titled parking units and storage units for exclusive use.

The Developer will build out the Project as and when buyers for the units in Phase 1 and 2 are found. Accordingly, the Developer reserves the right to increase or decrease the total number of units, to the extent permitted under the Act and the Regulation.

The Developer will ensure that the Project is developed in compliance with the Development Agreement between it and the City of Calgary.

2. Description of Units and Common Property in Phase 1

Number of Units:	99 residential units with the number of parking and storage units to be as determined by the Developer
General Size of Unit:	Each residential unit will have a living area between 43.34 square meters and 91.85 square meters.
Common Property:	<p>Part of the Common Property designated for the entire project will appear as Common Property of the first phase and will increase when the second phase is constructed. The Common Property of the first phase will be available to the owners in the second phase and vice versa. Common Property consists of walkways and areas of landscaped Common Property.</p> <p>Exterior of building in Phase 1 will have a tar and gravel roof and stucco finishing with prefinished aluminum soffits. Residential units shall have balconies designated as Privacy Areas (exclusive use) in accordance with the Bylaws provided in the Developer’s disclosure package. Colors and finishes will be at the discretion of the Developer.</p>
Restrictions or qualifications on type of	Permitted uses of Common Property areas, and the restrictions on same, are described in the Bylaws which are, or will be, filed with the

Units/Common: Property:	Registrar, a copy of which is available free of charge from the Developer. The Condominium Corporation will not be using the bylaws which are prescribed under the <i>Condominium Property Act</i> .
Proposed uses of the Units/Common Property:	The residential units will be used for residential purposes only, the parking stalls for parking only, the storage units for storage only and the proposed uses of the Common Property including but not limited to landscaped areas, walking paths and visitor parking stalls, if any as identified in the Developer's disclosure package.

3. Description of Units and Common Property in Phase 2

Number of Units:	112 residential units with the number of parking and storage units to be as determined by the Developer
General Size of Unit:	Each residential unit will have a living area between 43.34 square meters and 91.85 square meters.
Common Property:	Same as above
Restrictions or qualifications on type of Units/Common: Property:	Same as above
Proposed uses of the Units/Common Property:	Same as above

4. Proposed Physical Appearance/Architectural Compatibility

All phases will use the same type of construction with similar architectural features, color schemes and finishing materials. The Developer will ensure that each phase is substantially consistent with each other, within reason.

All buildings will be wood frame construction on a concrete foundation with interior and exterior décor and colors to be set by the Developer pursuant to architectural guidelines.

5. Availability of Common Property

After the project is completed, all of the unit owners will be able to use all of the Common Property in the Project (other than areas designated as exclusive use areas or which have been granted as a Privacy Area under the Bylaws) as though the entire project had been built at the same time.

6. Condominium Fees during Construction

The estimated condominium fees (as shown in the Developer's disclosure package) have been calculated as though the entire Project had been constructed. During construction, units in completed phases may be

responsible for the payment of common areas expenses pursuant to the Purchase Agreement. Once a purchaser takes possession or ownership of their unit, whichever is earlier, they will be required to pay a monthly rental to the Developer of the estimated condominium fees for that phase.

During construction and prior to any title being transferred to a purchaser in the Phase 1, the Developer will pay all maintenance and operating costs for the Project. Upon transfer of the first title to a purchaser in Phase 1, the Developer will commence paying the estimated condominium fees for the units owned by the Developer on the same terms as the purchasers of units within that phase.

Condominium fees for Phase 2 will not be assessed and payable prior to or during construction until the transfer of the first title to a purchaser in Phase 2. Until such time, the Developer will pay all maintenance and operating costs for the Phase 2 however, after such transfer, the Developer will commence paying the estimated condominium fees for the units owned by the Developer on the same terms as the purchasers of units within Phase 2.

Upon completion and sale of the entire Project, the Developer will cease all contributions with respect to common expenses and operating costs.

7. Allocation of Administrative Expenses/Unit Factors

The Condominium Corporation will raise the funds required to meet its expenses by levying condominium fees to the owners of units in substantially completed phases, subject always to provisions of the By-Laws, based on the unit factors and expenses associated with those units or on such other basis as may be permitted by the By-Laws. Unit factors are to be allocated based on the following principles:

- a) the *Condominium Property Act* says that unit factors must total 10,000;
- b) to the extent that it is possible, the Developer would like to allocate the 10,000 unit factors among the units based upon each Unit's proportionate share of the total size of the entire project except that each parking unit shall consist of 1 unit factor.

8. Effects of Condo Fees if Phase 2 is not completed

The proposed budget consists mainly of variable costs (ie: costs that go up or down depending on how many units are built). However, some of the budgeted expenses are fixed costs (ie: the cost is the same whether a small number of units or all units are completed). Accordingly, if the future phase is not completed, the condominium fees payable by owners in a completed phase may increase to cover the portion of the fixed costs that otherwise would have been partly paid by the owners of the unbuilt phase.

Phase 1 is intended to be fully operational without regard to the subsequent phase and any common property in the Phase 2 will be only an extension of existing services and landscaping. It is intended

that, if Phase 2 is not proceeded with, the Developer shall remove from the Condominium Plan the land on which Phase 2 was to have been developed.

9. Compliance with Municipal Requirements

Notwithstanding anything set out in this Disclosure Statement, to the extent that the Project does not comply with the City of Calgary's zoning bylaw, land use bylaw or any other applicable municipal requirement (the "Municipal Requirements"), the Developer may change the Project to the extent necessary to comply with such Municipal Requirements and amend this Disclosure Statement to reflect such change. The changes to this Disclosure Statement do not become effective until registered concurrently with any required forms at the applicable Land Titles Office.

10. Timing of Project

While the Project is dependent on the economic conditions of the area, the Developer anticipates the construction and completion of the entire Project within 2 years of the registration of the Condominium Plan.

BYLAWS OF CONDOMINIUM CORPORATION NO. 241 1591

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NOTE: These Bylaws have been passed by Condominium Corporation No. 241 1591 for the purpose of repealing, replacing and substituting the Bylaws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto.

BYLAWS OF CONDOMINIUM CORPORATION NO. 241 1591

PART I – DEFINITION AND APPLICATION

1. Definitions and Application

These Bylaws have been enacted by Condominium Corporation No. 241 1591 to replace the bylaws set out in the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. The following definitions shall apply to all parts of these Bylaws:

- (a) "Act" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
- (b) "Board" means the Board of Managers as elected from time to time pursuant to Part III of these Bylaws;
- (c) "Building" means any building situated on the parcel as shown on the Condominium Plan;
- (d) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- (e) "Common Expenses" means all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in these Bylaws;
- (f) "Common Property" means so much of the parcel as is not comprised in or does not form any Unit shown on the Condominium Plan 241 1591;
- (g) "Condominium Plan" means the plan which has been registered under the Act as Condominium Plan No. 241 1591;
- (h) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- (i) "Developer" means **Rohit at Currie Barracks Ltd.**;
- (j) "General Meeting" means a meeting of the Owners held in accordance with Part IV of these Bylaws and includes the annual General Meeting and extraordinary General Meetings;
- (k) "Insurance Trustee" means a trust company authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on ordinary resolution of the Corporation;

- (l) "Interest Rate" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the prime commercial lending rate (expressed as a percentage per annum and adjusted the first day of each month), of the Canadian chartered bank which serves as the principal banker of the Corporation from time to time plus four (4%) per cent, calculated from the earliest date on which any portion of the said monies become due and payable by an Owner;
- (m) "Manager" means the person, firm or corporation or any successor contractually appointed as manager pursuant to By-law 17(h) hereof;
- (n) "Mortgagee" means the holder of a Mortgage registered against the title to one or more Units;
- (o) "Occupier" means, the person or persons normally resident in a Unit, including, without restricting the generality of the foregoing, an Owner, a tenant of an Owner, an invitee of an Owner and the families thereof;
- (p) "Ordinary Resolution" means a resolution:
- i. passed at a properly convened meeting of the Corporation by a simple majority of all the persons present entitled to exercise the powers of voting conferred by the Act or by the Bylaws; or
 - ii. signed by not less than Fifty-One (51%) per cent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than Fifty-One (51%) per cent of the total Unit Factors for all of the Units;
- (q) "Owner" means a Person who is registered as the Owner of the fee simple estate in a Unit in the condominium project;
- (r) "Parcel" means the land comprised in the Condominium Plan;
- (s) "Parking Stalls" means those titled parking stalls or portions of the Common Property of the Corporation to be used for the parking of motor vehicles as shown on the Condominium Plan or, if not shown, as may be determined by the Board from time to time;
- (t) "Parking Units" means those units to be used for the parking of motor vehicles which are owned by the Owner;
- (u) "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a natural person;

- (v) "Privacy Areas" means those areas, being part of the Common Property, which comprise balconies or patio areas and storage areas immediately adjacent to each Unit, the area and location of which are shown on the Condominium Plan or if not shown, as may be determined by the Board from time to time and which areas are suitable for private use in conjunction with the respective adjoining Units; including those areas provided to each Owner by way of a lease, license of use or other exclusive use agreement;
- (w) "Special Resolution" means:
 - i. A resolution passed at a properly convened General Meeting by a majority of not less than 75% of all the Persons entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than 75% of the total Unit Factors for all the Units, or
 - ii. a written resolution signed by not less than 75% of all the Persons who, at a properly convened General Meeting would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (x) "Unit" means an area designated as a Unit by the Condominium Plan and that is situated within the Building and described in the Condominium Plan by reference to the mid-point of all floors, walls and ceiling; and
- (y) "Unit Factors" means that Unit factor for each Unit as more particularly described in the Condominium Plan.

2. Interpretation

- (a) Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws, and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution thereof or replacement thereof, unless the context otherwise requires.
- (b) These Bylaws are to be read with all changes of number and gender required by the context.
- (c) The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for convenience of reference only.

PART II – THE OWNERS

3. Duties of the Owners

An Owner shall:

- (a) Permit the Corporation and its agents, at all reasonable times on 48 hours' notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
- i. inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - ii. inspecting, maintaining, repairing, restoring or replacing Common Property;
 - iii. ensuring that the Bylaws are being observed or for the purpose of doing any work for the benefit of the Corporation generally;
- (b) Forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit, other than such work as may be for the benefit of the Building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) Repair and maintain his Unit, including the interior surfaces of all windows and interior surface of doors which provide the means of ingress and egress from a Unit, but excluding outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, useability, value or safety of the Unit, and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant these Bylaws;
- (d) Repair and maintain pipes, wires, plumbing, sewers and drains that service only their Unit;
- (e) Use and enjoy the Common Property in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other Owners or Occupiers;
- (f) Not use his Unit or permit it to be used in any manner or for any purposes which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased or that will cause nuisance or hazard to any Occupier of a Unit;
- (g) Notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- (h) Comply with and cause all Occupiers to comply with the Bylaws and regulations (if any) of the Corporation in force from time to time;

- (i) Pay to the Corporation when due all expenses levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate. For greater certainty, all such expenses shall be payable by an Owner whether or not that Unit is occupied. If the tenant of a Unit is notified by the Corporation in writing that the Owner is in default of payment of contributions levied by the Corporation, the tenant shall deduct from the rent payable to the Owner the Owner's share of contributions levied, any interest accrued thereon, and any arrears of contributions that the Owner owes the Corporation, and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant;
- (j) Subject to the provisions of these Bylaws, not use the Privacy Area immediately adjacent to a Unit for the storage of personal belongings or other goods and chattels except those that may be permitted by the Board;
- (k) To the extent that his Unit is separately metered for any or all utility services provided to such Unit, ensure that an account for the supply of each such utility is properly set up with the supplier of such utility service, and all charges in connection with the use of such utilities are paid on a timely basis. For clarity this provision includes any Parking Units with electric car charging;
- (l) Not make structural, mechanical or electrical alterations to his Unit or to Common Property without the prior written consent of the Board, which consent shall not be unreasonably withheld;
- (m) tightly wrap and tie their garbage and shall deposit their garbage as directed by the Board, and shall observe all Bylaws and regulations of the local authority in that regard;
- (n) ensure their Units are kept clean and in good order and free of insects and vermin.

An Owner shall not:

- (a) make or permit any improper noises in the Building or on the Common Property or anything what will unreasonably annoy or disturb or interfere in any way with other Owners or those having business with them;
- (b) do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever; and
- (c) trespass or permit any Occupant of his Unit to trespass on any part of the condominium to which another Owner is entitled to exclusive occupation;

- (d) use the Toilets, sinks, tubs, drains, sumps and other water apparatus shall for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein; and
- (e) store gasoline or other combustible or inflammable goods or material and no offensive goods, provisions or materials shall be kept in any Units, in or on any Privacy Area.

PART III – THE CORPORATION

4. Board of Managers of the Corporation and Eligibility for the Board

- (a) The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board (subject to the following) shall consist of not less than three (3) nor more than seven (7) Persons. At the first meeting of the Corporation the members shall be elected for a two (2) year term, and thereafter all members shall be elected for a one (1) year term at every annual General Meeting (although members may also be elected at an extraordinary General Meeting).
- (b) Except in the case of registered first Mortgagees which have notified the Corporation of their interest, ownership of a Unit is not necessary for election and membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the Board except that:
 - i. no Owner who is indebted to the Corporation for an assessment or a sum owed pursuant to these Bylaws which are more than 30 days overdue after written notice of default shall be eligible for election or membership on the Board;
 - ii. if a Unit has more than one Owner, only one such Owner may sit on the Board at one time;
 - iii. no more than two first Mortgagees or representatives of them may sit on the Board at any one time; and
 - iv. an Owner that has retired from the Board shall be eligible for re-election.

5. Removal or Disqualification from the Board

- (a) Except where the Board consists of all the Owners, and subject to section 4 hereof, the Corporation may by resolution at an extraordinary General Meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual General Meeting; and

- (b) The office of a member of the Board is vacated if he;
- i. becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
 - ii. is more than 30 days in arrears in payment of any contribution required to be made by him as an Owner;
 - iii. is the subject of a certificate of incapacity issued under the *Dependent Adults Act of Alberta*;
 - iv. is convicted of a criminal offence involving moral or financial turpitude;
 - v. resigns his office by serving notice in writing on the Corporation;
 - vi. is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that his office be vacated.

6. Casual Vacancy

Subject to By-law 4 hereof, any vacancy of the Board created by virtue of By-law 5 may be filled by resolution of the remaining members of the Board until the next annual General Meeting of the Corporation.

7. Quorum for Meeting of the Board

Except where there is only one Owner of all the Units, a quorum of the Board is a simple majority of the Board of Directors. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due notice of the meeting.

8. Officers of the Corporation

The Board shall from time to time elect a President, a Secretary, Treasurer and Vice-President, provided that a person shall be entitled to hold more than one such office.

9. Duties of the Officers

In addition to the duties of the officers of the Corporation that shall be assigned from the Board from time to time;

- (a) the President or, in the event of his absence or disability, the Vice-President:
- i. is responsible for the daily execution of the business of the Corporation;
and

- ii. shall act as chairman of the meetings of the Board;
- (b) the Secretary or, in the event of his absence or disability, another member designated by the Board:
 - i. shall record and maintain all the minutes of the Board;
 - ii. is responsible for all the correspondence of the Corporation; and
 - iii. shall carry out his duties under the direction of the President of the Board; and
- (c) the Treasurer or, in the event of his absence or disability, another member designated by the Board shall:
 - i. receive all money paid to the Corporation and deposit it as the Board may direct;
 - ii. properly account for all funds of the Corporation and keep such books as the Board may direct;
 - iii. present to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;
 - iv. if required by resolution passed at a General Meeting or if directed by the Board obtain an audited statement for the most recently completed fiscal year of the Corporation, as prepared by an independent auditor appointed by the Board, for submission at the Annual General Meeting; and
 - v. prepare a budget for the forthcoming fiscal year of the Corporation for approval by the Board and for information purposes distribute to all Owners.

10. Replacement of Officers

- (a) A person ceases to be an Officer of the Corporation if he ceases to be a member of the Board.
- (b) Where a person ceases to be an Officer of the Corporation, the Board shall designate from its members a person to fill that Office for the remainder of the term.

11. Voting at Board Meetings

At meetings of the Board, all matters shall be determined by the Board by a majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect

as a resolution passed at a meeting of the Board duly convened and held. Meetings of the Board may be held by telephone or video conference and a resolution passed at a telephone meeting shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

The Chairman shall have a casting as well as an original vote, and if any Chairman vacates the chair during the course of a meeting, the Board shall, subject to these Bylaws, choose in his stead another Chairman who has the same rights of voting.

12. Validity of Acts of Board

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

13. Duties of the Corporation

Subject to and in the manner set forth in hereof, the Corporation shall:

- (a) Control, manage, maintain, repair and administer
 - i. the Common Property for the benefit of all the Owners and for the benefit of the entire condominium project; and
 - ii. the Parking Units for the use and benefit of the registered Owner(s) thereof.
- (b) Do all things required of it by the Act and these Bylaws;
- (c) Where practical (subject always to any obligations imposed by these Bylaws or the Corporation upon any Owners to maintain their Parking Unit(s) or to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation including without limitation any Privacy Area), establish and maintain suitable landscaping on the Common Property and maintain outdoor recreational facilities or indoor amenities;
- (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, plumbing, sewers, and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- (e) Upon written request therefor made by a Unit Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner with a certificate of insurance as

well as all renewal certificates; and further shall, without request therefor being required, provide the same to the registered first Mortgagee of any Unit who has notified the Corporation of its Mortgage, and also provide all renewal certificates issued at any time and from time to time to such Mortgagee while such mortgage remains undischarged;

- (f) Call a General Meeting of the Owners and Mortgagees once in each calendar year, and in all cases, allow not more than fifteen months to elapse from one General Meeting to the next;
- (g) Control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation;
- (h) During such time that the Corporation owns any Units to control, manage, lease, administer, maintain and repair all such Units, as the case may be, owned by the Corporation;
- (i) Provide adequate garbage receptacles on the Common Property for use by all Owners and Occupiers and provide regular collection therefrom;
- (j) Subject to any obligations imposed by these Bylaws or the Corporation upon any Owners and Occupiers to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation (including without limitation Privacy Areas), maintain the Common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise, provide and maintain the parking facilities, and provide and maintain outside lighting;
- (k) Maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear, or otherwise, the following:
 - i. all outside surfaces of the Units, including without limiting the generality of the foregoing, exterior walls, windows, doors, common hallways, the roof and all roofing materials, eavestroughs and exterior drains, structural repairs to balconies and exterior beams and trim;
 - ii. All fencing, posts, parking areas and sidewalks;
 - iii. All other outside hardware and accoutrements affecting the appearance, use ability, value or safety of the parcel or the Units;
 - iv. Any Unit owned by the Corporation and any suite that is part of the Common Property;
 - v. All utility services within, on, in, under and through the Common Property; and

vi. The Building structure;

- (l) Provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation and enter into insurance trust agreements from time to time as required by the Insurance Trustee and approved by the Board;
- (m) At all times keep and maintain for the benefit of the Corporation original copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 37(1) of the Act (or any provision passed in substitution therefor);
- (n) Pay all liabilities of the Corporation except where such liabilities are being contested in good faith;
- (o) Keep accounts as may be necessary to operate the financial affairs of the Corporation with a chartered bank or trust company as may be approved from time to time by the Board; and
- (p) Collect and receives all contributions towards the common expenses, and deposit same in a separate account with a chartered bank or trust company.

14. Powers of the Corporation

Subject to and in the manner set forth in Bylaws hereof, the Corporation may:

- (a) Purchase, hire or otherwise acquire or dispose of or deal with personal and/or real property for use by Owners and Occupiers in connection with their enjoyment of Common Property or their Units or any of them, provided that real property shall only be acquired or disposed of an approval by Special Resolutions;
- (b) Borrow moneys required by it in the performance of its duties or the extension of its powers, provided that the Corporation shall not borrow in excess of Five (5%) per cent of the total annual revenue budgeted for the Corporation on any single occasion or incur aggregate indebtedness at any time exceeding Twenty-Five (25%) per cent of the total annual revenue budgeted for the Corporation without such borrowing or incurring of debt being approved by a Special Resolution;
- (c) Secure the payment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or Mortgage of unpaid contributions (whether levied or not), or Mortgage of any property vested in it, or by combination of those means;

- (d) Invest as it may determine any moneys in the funds for Common Expenses to the extent permitted by law for trustees under the *Trustee Act* of Alberta subject to the restrictions set forth in Section 35 of the Act;
- (e)
 - i. Designate and re-designate, from time to time, any Parking Stall or Parking Units owned by the Corporation for the use of visitors of Owners of Occupiers;
 - ii. Grant an Owner a lease or license in respect of any Parking Stall on such terms and conditions as may be determined by the Board from time to time, provided that such lease shall be granted only to Owners or purchasers under agreement for sale of a Unit, shall be available for the benefit of Owners, purchasers, tenants and other lawful occupants of a Unit, shall not be assignable to anyone who is not an Owner or Purchaser of a Unit, and shall be terminable on notice by the Corporation as against any grantee (lessee) or assignee who ceases to be an Owner or purchaser of a Unit;
- (f) Do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of the Unit with which it may be connected, including without limitation the following:
 - i. Commencement and prosecution of proceedings under Section 29 of the Act (or any provision passed in substitution therefor);
 - ii. Impose, collect and deal with damage deposits under Section 53 of the Act (or any provision passes in substitution therefor);
 - iii. Demand and obtain rental information from an Owner renting his Unit under Section 53 of the Act (or any provision passed in substitution therefor); and
 - iv. Give notices to give up possession of Units pursuant to Section 54 and make application to the court under Sections 56 and 57 of the Act (or any provision passed in substitution for the said sections);
- (g) Pay an annual honorarium or stipend, to a member or members of the Board as may be determined from time to time by Ordinary Resolution of the Corporation;
- (h) On resolution of the Corporation at a General Meeting, require that all members of the Board of Managers shall be bonded by recognized bonding institutions in an amount of not less than \$10,000.00, the cost of such bonding to be a Common Expense; and

- (i) Obtain errors and omissions insurance coverage for the benefit of members of the Board of Managers, the cost of such insurance to be a Common Expense.

15. Seal of the Corporation

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board.

16. Signing Authorities

The Board shall determine, by resolution from time to time, which officer or officers shall sign cheques, drafts or other instruments and documents not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any officer or officers.

17. Duties of the Board

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Board. In particular, but without restricting the generality of the foregoing, the Board shall:

- (a) Cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the secretary;
- (b) Cause minutes to be kept of the General Meetings which shall, unless the Board otherwise decides, be kept by the secretary;
- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place. The keeping of said books shall, unless the Board otherwise decides, be the responsibility of the treasurer;
- (d) Cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures thereof, for each annual General Meeting, broken down between income and expenditures. Such preparation shall unless the Board otherwise decides, be the responsibility of the treasurer;
- (e) On written request of an Owner, purchaser or Mortgagee of a Unit, provide within ten (10) days of receiving that request, any of the following as requested by such person;
 - i. Statement setting forth the amount of any contributions due and payable in respect of that Unit;
 - ii. The particulars of:

- (A) Any action commenced against the Corporation and served on the Corporation;
 - (B) any unsatisfied judgement or order pursuant to which the Corporation is liable; and
 - (C) any written demand made on the Corporation for an amount in excess of Five Thousand Dollars (\$5,000) that, if not met may result in an action being brought against the Corporation;
- iii. The particulars of, or a copy of any existing management agreement;
 - iv. The particulars of any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan;
 - v. A copy of the budget of the Corporation;
 - vi. A copy of the financial statements, if any, of the Corporation;
 - vii. A copy of the Bylaws of the Corporation;
 - viii. A copy of the minutes of proceedings of a General Meeting of the Corporation or of the Board;
 - ix. A statement setting out the amount of the capital replacement reserve fund;
 - x. A statement setting out the amount of the monthly contributions and the basis on which that amount was determined;
 - xi. A statement setting out the unit factors and the criteria used to determine unit factor allocation;
 - xii. A statement setting out any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included in the condominium plan; and
 - xiii. A copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a Parking Stall or Storage Unit.
- (f) On application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to expense assessments and with regards to fulfilment of all Owners' obligations in connection with the Parcel and/or his Unit and copies of current financial statements and/or statements of expenses of the Corporation;

- (g) Cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and, subject to By-law 17(k), reserve funds for future maintenance and other expenses and enforce payment of same as more particularly hereinafter set forth;
- (h) Unless and except as otherwise resolved by Special Resolution of the Corporation, employ for and on behalf of the Corporation as Manager an independent professional management agency, or agent, to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in these Bylaws hereof and such other duties as the Board may determine from time to time, subject always to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties and which shall be bonded by a recognized bonding institution for such amounts as may be determined by the Board. Any agreement in respect of such management entered into by the Developer may not be terminated by the Board without cause until one (1) year has elapsed from the date the agreement was entered into, except where such agreement permits termination at an earlier date.
- (i) At all times keep and maintain in force all insurance required to be maintained by the Corporation pursuant to these Bylaws and by the Act, and from time to time settle, determine and enter into insurance trust agreements in form and on terms required by the Insurance Trustee;
- (j) Without limitation of its other duties and powers, exercise and perform the powers and duties of the Corporation under these Bylaws hereof; and
- (k) Establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for repair, replacement or improvement of:
 - i. any real or personal property owned by the Corporation;
 - ii. the Common Property, (as hereinafter defined); and,
 - iii. the Parking Units, (as hereinafter defined);

where the repair, replacement or improvement does not occur annually, and utilize such fund for the said purposes. The Capital Replacement Reserve Fund shall be capitalized by assessing and levying contributions on all of the Owners in proportion to their respective Unit Factors.

The monies held in the Capital Replacement Reserve Fund are to be segregated and held in a separate trust account by the Corporation, cannot be allocated to the Corporation for other purposes, and shall be used for the purposes as set out herein.

18. Powers of the Board

The Board may:

- (a) Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by him specifying the reason for calling the meeting;
- (b) Employ, delegate or authorize the Manager to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation, but subject always to any restrictions or directions imposed by the Act, these Bylaws, the Corporation or the Board;
- (c) Subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation; and
- (d) Set and charge, for and on behalf of the Corporation, reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or hereunder. The Board shall not charge a fee for a document or service which is greater than those fees set-out in the *Condominium Property Regulation* Alberta Regulation 168/2000 and any amendments thereto.

PART IV – MEETINGS

19. Procedures at General Meetings

- (a) All meetings of the Board and General Meetings shall be conducted according to the parliamentary rules of procedure set out in the most recent (from time to time) edition of Roberts Rules of Order;
- (b) All General Meetings other than annual General Meetings shall be called extraordinary General Meetings;
- (c) The order of business at a General Meeting and, as far as practicable, at an extraordinary General Meeting, shall be as follows:
 - i. call to order by the chairman;
 - ii. calling of the roll and certifying of proxies;
 - iii. proof of notice of meeting or waiver of notice;

- iv. reading and disposal of any unapproved minutes;
- v. reports of offices;
- vi. reports of committees;
- vii. election of members (if necessary);
- viii. unfinished business;
- ix. new business, and
- x. adjournment.

20. Convening of General Meetings

The Board may whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to vote representing fifteen (15%) percent of the total Unit Factors for Units, convene an extraordinary General Meeting. The Board shall convene annual General Meetings as and whenever required by the provisions of the Act and these Bylaws.

21. Notice of Meetings

Subject to the provisions of these Bylaws, seven (7) days' notice of every General Meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered first Mortgagees who have notified to the Corporation of their interest but accidental omission to give that notice to any Owner or to any registered first Mortgagee or non-receipt of that notice by any Owner or any first Mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before or after the meeting and a waiver shall cure any defect in the giving of or any failure to give notice. In computing the number of days' notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

22. Business

All business shall be deemed special that is transacted at an annual General Meeting with the exception of the consideration of accounts, reports of officers and approval thereof, ratification of prior acts and proceedings of the Board and officers, and election of members to the Board, and all business whatsoever that is transacted at an extraordinary General Meeting shall be deemed special.

23. Quorum Required

Except as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time

when the meeting proceeds to business. Persons entitled to vote who are present in person or by proxy representing no less than 15% of the total Unit Factors for Units constitute a quorum at any General Meeting.

24. Adjournment for Lack of Quorum

If within one-half hour from the time appointed for a General Meeting a quorum is not present the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and, if at the General Meeting caused by an adjournment under this By-law, a quorum is not present within one-half hour from the time appointed for the General Meeting, the persons entitled to vote who are present constitute a quorum.

25. Resolutions

At any General Meeting a resolution moved or proposed shall be decided on a show of hands unless a poll is demanded by a person entitled to vote who is present in Person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. However, a demand for a poll may be withdrawn.

26. Method of Taking a Poll

A poll, if demanded, shall be taken in such manner as the Chairman thinks fit and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded in respect of the matter which was the subject of such poll vote.

27. Equality of Votes

In the case of equality in the votes whether on the show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

28. Voting

On a show of hands each person entitled to vote shall have one vote; on a poll the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special Resolution all matters shall be determined by a simple majority vote.

29. Manner of Voting

On a show of hands or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote and voting may indicate that he is showing hands with respect to a number of votes (provided that his proxy is in order) and the votes shall be so counted.

30. Proxies

- (a) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, or in the case of a corporation, its authorized representative, and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee.
- (b) A proxy is invalid if it is given to a:
 - i. A minor;
 - ii. A person other than an individual
 - iii. a condominium manager or employee of either the corporation or a management company retained by the corporation, unless the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting.
- (c) A proxy is invalid unless:
 - i. the name and unit number of the owner or mortgagee giving the proxy;
 - ii. the name of the individual to whom the proxy is given;
 - iii. the date the proxy is given; and
 - iv. the signature of the owner or mortgagee giving the proxy, or in the case of an owner or mortgagee that is not an individual, the signature of a person authorized to sign for that owner or mortgagee.
- (d) A proxy may be revoked in an electronic or hard copy format.
- (e) A proxy expires on the earliest of:
 - i. the expiry date set out on the proxy,
 - ii. six months from the date on which the proxy was given, and
 - iii. the date on which the person who gave the proxy ceases to be an owner or mortgagee of the unit in respect of which the proxy was given.
- (f) An owner that is not an individual may be represented in a vote by:
 - i. a member of the board of directors of the owner, or, if there is no board of directors, by a member of a similar body in respect of that owner, or
 - ii. by an individual to whom the owner has given a proxy
- (g) A proxy must be certified before or at the outset of the general meeting at which an individual is seeking to exercise the proxy.
- (h) Where 2 or more proxies are presented to a corporation in respect of the same unit by the same owner, only the most recently given proxy is valid

31. Entitlement to Vote

There are no restrictions or limitations on the right of Owners to vote other than the following:

- (a) Such restrictions (if any) as are set out in the Act; and

- (b) Where an Owner's interest in a Unit is subject to a registered Mortgage, notice of which mortgage has been given to the Corporation, a power of voting conferred upon such Owner by the Act or by these Bylaws:

If a Special Resolution is required, may not be exercised by the Owner but is exercisable by the registered Mortgagee first entitled in priority; and

In other cases, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Mortgagee is present personally or by proxy.

These provisions shall apply whether or not Section 21 of the Act continues in force in its present form at the time of the registration of the Condominium Plan, unless the Act is amended to require otherwise.

32. Vote by Co-Owners

Co-Owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when a Special Resolution is required by the Act, but any one co-Owner may demand a poll, and on any poll each co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the Unit of such of the co-Owners as do not vote personally or by individual proxy.

33. Successive Interests

Where Owners are entitled to successive interests in a Unit, the Owner is entitled to the first interest (or, subject to these Bylaws, if his interest is Mortgaged by a registered first Mortgage where the Mortgagee under such mortgage has notified the Corporation of its interest) is alone entitled to vote, whether on a show of hands or a poll, and this By-law is applicable whether or not by the Act the Special Resolution of Owners is required.

34. Trustee Vote

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

35. Signed Resolutions

Subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a General Meeting and evidenced by writing, signed in person or by proxy as contemplated by these Bylaws shall have the same effect as a resolution duly passed at a meeting of the Corporation, subject to obtaining the votes from persons entitled to vote representing the total number of Unit Factors to pass an ordinary resolution, or a Special Resolution, as the case may be.

36. Observance of Bylaws

The Corporation, the Board and all Owners and Occupiers shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time whether or not such Bylaws or any parts thereof are registered at the Land Titles Office.

If any provision of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and effect as if the severable provision or provisions had not been included in these Bylaws.

37. Amendment of Bylaws

The Bylaws or any of them may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. Except where Bylaws are amended by a signed resolution under By-law 37 hereof, thirty (30) days prior notice of any proposed changes to the Bylaws must be given to all Owners and to all Mortgagees who have notified the Corporation of their interest, such notice to specify the changes that are proposed or to be considered.

38. Storage and Maintenance of Records

The Corporation shall keep and maintain all records as required and in accordance with Schedule 3 of the *Condominium Property Regulation Alberta Regulation 168/2000* and any amendments thereto.

39. Violation of Bylaws

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and there shall be added to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;

- (c) If the Board of Directors determines that a breach of a Bylaw is occurring, by resolution, shall cause a notice to be delivered to the Owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than three (3) days from the date the notice is delivered to the owner involved.
- (d) If the Board resolution so provides, the Board of Directors may impose a fine, not exceeding Two Hundred and Fifty (\$250.00) Dollars per infraction, which will be levied if the breach has not been rectified within the time specified in the notice. If a fine is to be levied, the notice alleging the breach shall also specify the fine to be levied if the breach is not rectified.
- (e) If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the Owner; and it shall specify whether the owner, the tenant, or both, are liable for payment of the penalty. Each day of a continuing breach shall be deemed to be a separate contravention of a Bylaw;
- (f) An Owner aggrieved by a notice given by the Board of Directors, or by a fine leviable or levied, may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these Bylaws.
- (g) The Owners convened in special general meeting may rescind, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- (h) The appeal to the Owners shall be conducted according to the rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of all or any of the Owners.
- (i) In addition, the Corporation may exercise the powers provided for in Section 36 of the Act.

PART V – MISCELLANEOUS PROVISIONS

40. Financial Statements

The annual financial statements produced by the Board shall, if required by a resolution at a General Meeting, be audited by auditors appointed by the Board.

41. Estoppel Certificates

Any certificate as to the Owners' position with regard to Common Expense assessments or otherwise, issued by the Corporation, signed by at least one Board member or the Manager,

shall be deemed an Estoppel Certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificates against any Mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against the Unit Owners of all obligations of the Unit Owners whether improperly stated in such estoppel certificate or not.

42. Notice of Default to Mortgagee

Any notice of default sent to an Owner shall also be sent to all those Mortgagees holding registered Mortgages of such Owner's Unit who have notified the Corporation of their interest.

43. Notice

Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

- (a) Upon the Corporation if given as set out in the Act;
- (b) Upon an Owner by
 - i. delivery by hand to the Owner (and if there is more than one Owner of a Unit then to any one of such Owners)
 - ii. by mail by depositing the notice in a postbox, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of his Unit or to such other address for service of notices that the Owner may from time to time designate by written notice to the Corporation; or
 - iii. by electronic transmission via email to the Owner's email address as provided to the Corporation or to such other email address that the Owner may from time to time designate by written notice to the Corporation; and
- (c) Upon a Mortgagee of a Unit by delivery by hand to the Mortgagee (or if a corporation to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee as notified to the Corporation; provided, however that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken involve or include amendment of these Bylaws or the winding up of the Corporation, shall (if given by mail) be given by prepaid registered mail addressed to the Mortgagee as aforesaid.

The Corporation may change its address for service by resolution of the Board and the filing of a notice of change in the form prescribed by or under the Act in the Land Titles Office. A Mortgagee of a Unit may change its address for service by giving such notice in writing of the change to the Corporation in manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received on

the fourth business day after the time of mailing, provided, however, that if there shall be an interruption of mail service, the notice shall not during such interruption be given by mail but shall be given by personal delivery or personal service.

44. Insurance

The Board, on behalf of the Corporation, shall obtain and maintain insurance in accordance with the Act, to the extent obtainable, the following insurance:

- (a) Coverage for: fire; leakage from fire protective equipment; lightning; smoke; windstorm; hail; explosion of natural, coal or manufactured gas; water damage caused by flood; water damage caused by sewer back-up or the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or a domestic appliance that is located within an insured building; impact by aircraft, spacecraft, watercraft and land vehicles; riot, vandalism or a malicious act, other than vandalism or a malicious act caused by an owner to the unit the owner owns or by an occupant or tenant to the unit that the occupant or tenant occupies; extended perils and such other perils as the Board shall deem advisable from time to time which said insurance policies shall insure the interest of the Corporation and the Owners from time to time as their respective interests may appear, with Mortgagee endorsements and shall also contain the following:
 - i. waivers of subrogation against the Corporation, its manager or managers, as the case may be, against employees and servants and Owners and any Occupant except for arson and fraud; and
 - ii. a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the condominium status is terminated.
- (b) Coverage to the replacement value of the units and of the fixtures and finishing in the units, as if all units contained the features as described in the applicable standard insurable unit description and other property belonging to the Corporation or forming part of the Common Property;
- (c) Adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- (d) Coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolutions of the Corporation;
- (e) That no breach of any statutory condition or other condition of any policy by any Owner or Occupier or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or Occupier or the corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned and only upon the insurer establishing that the loss

was caused by or contributed to by the breach of the statutory condition or other conditions;

- (f) That no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy in any way or any extent as against any Mortgagee;
- (g) Standard Mortgagee endorsements in favour of all Mortgagees who have notified the Corporation of their interest;
- (h) Where the Board deems it advisable, an inflation guard endorsement providing for automatic increase of the policy coverage limits in accordance with increases in replacement costs; and
- (i) The Corporation, the Board and officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment; PROVIDED HOWEVER, that the Board may in writing authorize the Owner to adjust any loss to his Unit.

The Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to the paragraph immediately preceding this paragraph in favour of the Insurance Trustee. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and other supplemental perils or against boiler damage shall be paid as follows:

- (a) If the proceeds are less than Two Hundred Thousand Dollars (\$200,000), to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss,
- (b) If the proceeds are equal to, or in excess of Two Hundred Thousand Dollars (\$200,000), to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided); and
- (c) The Board at its sole discretion may decrease the amounts referred to in (a) and (b) above.

In the event that it is resolved by Special Resolution of the Corporation or is ordered by a Court under the Act that the Corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all Units then the Insurance Trustee shall firstly apportion the proceeds between all those Owners whose Units or Common Property interest (or both) are affected by the loss or damage and the

Corporation (as their interests may appear), and secondly shall pay such proceeds as follows:

- (a) Firstly, to the Mortgagee all of the Units that are affected by the damage as their interests may appear and to the extent that the loss is apportioned to their respective Units (the Mortgagees' priorities to accord with their priorities as encumbrances against the respective Units); and
- (b) Secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder the Insurance Trustee shall have regard in the interests of all Owners, Mortgagees, and the Corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose Mortgages are registered at the Land Titles Office or notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall, notwithstanding section 43, shall be given by prepaid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 61 and 62 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Nothing in this By-law shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

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

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by the Owners or their Mortgagees.

Policies of physical damage insurance may only contain co-insurance on a stated-amount basis (and not on any other basis) and only if and as long as the following requirements to appraise are met. All policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified

without at least sixty (60) days prior written notice to all of the insureds including all Mortgagees of Units who have given prior written notice to the Corporation of their interests. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain (to the extent permitted by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Building and the determination by Special Resolution of the Corporation or by order of the court of law having jurisdiction in that behalf to terminate the condominium, status of the Building and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the Purposes hereof with authority to adjust and settle losses in respect to all policies of insurance effected by the Board. In the second and seventh year of each decade, or at more frequent intervals as the Board may determine, the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Buildings and other improvements comprising the condominium including all of the Units, all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation. Copies of the appraisals obtained from time to time shall be made available for inspection by any Owner, purchaser or Mortgagee of a Unit who requests the same in writing.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incidental to the ownership or use of the Units therein, and all Common Property, and all property owned by the Corporation. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars for any one person injured or for any one accident and shall not be less than One Million (\$1,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced respecting its, his, her or their action against another named insured.

All policies of insurance shall name as insured both the Corporation and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the public liability policy.

The Corporation shall, immediately upon the occurrence of any substantial damage to any of the improvements forming part of the Common Property or any of the Retail Units owned by the Corporation, notify both the Owners and the registered Mortgagees of all Units affected who have notified their interest to the Corporation of their interest of such damage, such notice to be given by registered mail.

In the event that an Owner causes damage to a portion of his Unit which is covered by the Corporation's insurance by reason of negligence or wilful misconduct, such Owner shall be liable for payment to the Corporation of the insurance deductible and any increase in insurance premium arising from such claim. Further, in the event any use

shall lead to an increase in the fire or other insurance premiums otherwise payable on the insurance obtained by the Board, the party causing such increase shall be liable for payment of the same to the Corporation. The party so charged with a payment of deductible or increase in premium costs shall have the right to contest the validity of such increase. A levy made against such Unit Owner in respect of such deductible or such increase in premiums may be enforced by the Board by adding the same to the assessment made to such Unit Owner.

Each Owner shall indemnify and save harmless the Corporation from and against all loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or cause by an act or omission of such Owner or Occupier to or with respect to the Common Property and/or all other Units, except for and loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

45. SIUD Resolution

- (a) The Corporation shall adopt by ordinary resolution a standard insurable unit description ("SIUD") as defined under the Act. The SIUD shall include a description of the typical features in the applicable units, other than units that are common property, including the following, as applicable:
- i. floor coverings, wall coverings and ceiling coverings;
 - ii. electrical lines and fixtures, including lighting fixtures;
 - iii. plumbing lines and fixtures;
 - iv. natural gas lines and fixtures;
 - v. fixtures with respect to air exchange and temperature control;
 - vi. walls that do not form the unit's boundaries, and any windows and doors located in those walls;
 - vii. cabinets and counter tops; and
 - viii. non-chattel appliances.

46. Owner's Shall Purchase Deductible Insurance

All Owners shall be required to purchase deductible insurance, satisfactory to the Corporation, in its sole and unfettered discretion, insuring against any damage that originates in or from the Owner's unit or an exclusive possession area assigned to the Owner insuring the Corporation's insurance deductible. Deductible insurance shall insure the Corporation for not less than \$50,000. All Owners shall provide proof of purchase of deductible insurance to

the Corporation and shall list the Corporation as the first loss payee on all deductible insurance policies.

PART VI – OCCUPATION AND USE OF UNITS

47. Owner's Usage

An Owner of a Unit shall not:

- (a)
 - i. Use his Unit for any purpose that may be illegal or in contravention of the Act or these Bylaws;
 - ii. Make or permit undue noise in or about any Unit or Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupier; and
- (b) When the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the Condominium Plan, the Owner thereof shall not use or permit the use of such Unit for any other purpose.

48. Alterations

No alterations, additions, decoration, redecoration changes or installations shall be made on or adjoining the outside of any Units by any Owner without prior consent in writing of the Board; and no structural alteration shall be made to the outer boundary of any Units including walls (whether partition walls, bearing walls or otherwise), ceiling and floor to any bearing walls or structures within the Unit and no changes shall be made in the plumbing, drainage system or electrical system within or outside any Unit, by any Owner without prior written consent of the Board. For clarity the Owner shall be entitled to replace, alter or install windows and doors including the door for ingress and egress from the Unit.

49. Fire Hazard

No Owner shall do or permit anything to be done on the Parcel or in any Unit or bring or keep anything thereon which will in anyway increase the risk of fire or the rate or availability of fire insurance on any Building comprising part of the condominium, or on property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy upon any Building comprising part of the Condominium or any part thereof or conflict with any of the rules and ordinances of the Municipal Health Department or with any statute or municipal By-law or with any other law whatsoever. Unless authorized by the Board in writing, no Owner or Occupier shall use a barbecue within a Unit, in any Privacy Area adjacent to their Unit or on the Common Property.

50. Signs

Subject to these Bylaws, no signs, billboards, notice or other advertising matter of any kind shall be placed on any part of a Unit without the written consent of the Board first being obtained; provided, however, that the foregoing will not prevent an Owner from displaying reasonable "For Sale" signs in respect of the offering of his Unit for sale (the acceptability of any such signs to be determined by the Board).

51. Windows

No awnings or shades shall be erected over the outside of the windows, nor shall any articles be hung or placed on any outside window sills of a Unit. All Windows shall have interior window coverings and the portion of all window coverings that are visible from the exterior of the Unit shall be white or off-white in colour. Window air conditioners are not allowed in the Unit.

52. Tenants and Occupiers

An Owner who leases or grants possession of his Unit to any tenant or Occupier shall:

- (c) Provide mailing address at which the Owner maybe served with a notice given by the Corporation;
- (d) Comply with the damage deposit requirements (if any) of the Corporation;
- (e) Cause the tenant or Occupier to undertake in writing to be bound by and comply with the By- laws of the Corporation; and
- (f) Give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or Occupiers to be bound by the Bylaws of the Corporation; provided that nothing herein contained shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws for all persons using or occupying his Unit.

53. Obstructions

No Owner of a Unit shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree or shrub on, or which overhangs any part of, the property not exclusively occupied by such Owner without prior written consent of the Board or the Manager. The consents required by this By-law may be arbitrarily withheld.

PART VII – PROVISIONS GOVERNING USE OF THE COMMON PROPERTY

54. Use and Enjoyment

The Owner and Occupiers of each Unit shall have the right to the exclusive use and enjoyment of such portions of the Common Property as may be designated by the Corporation. Without limiting the generality of the foregoing, the Corporation may grant to the Owner of each Unit, on such terms and conditions as the Corporation may determine, the right and license to exclusive use of the Privacy Area immediately adjoining his Unit.

55. Exclusive Use

The Owner or Occupier of a Unit has no right to use any portion of the Common Property designated by the Corporation for the exclusive use of the Owner of any other Unit, provided that the Corporation shall not designate to any Owner exclusive use of any portion of the Common Property if the effect of same would materially adversely effect the use or occupation of the remaining Units or any of them.

56. Sidewalks and Walkways

The sidewalks, stairways, entranceways, walkways, passages, driveways and Parking Stalls shall not be obstructed by any Owner or Occupier or used by them for any other purpose than for ingress and egress to and from their respective Units. and Parking Stalls shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any Parking Stalls which the Owner of another Unit is entitled to use and occupy exclusively.

No objects, goods or chattels shall be kept, placed or stored on or in the common hallways, lobbies, stairways, or entranceways except by the Corporation, and such hallways, stairways and entranceways shall be used only for the purposes of ingress and egress and such other purposes as the Board may authorize.

57. Parking

All Parking Units may only be owned by the Owner of a residential Unit and under no circumstances may a Parking Unit be owned by a party, other than the Condominium Corporation, that is not an Owner of a residential Unit. Upon the sale of a residential Unit the vendor must transfer the Parking Unit to the purchaser of the residential Unit or to another Owner of a residential Unit within thirty (30) days of the sale of the residential Unit.

The Board is entitled to make reasonable rules governing the use of all Parking Stalls (including visitor stalls and Parking Units) within the project. Those rules, once created, shall have the force of a Bylaw.

Except with the written permission of the Board, Owners and Occupants may not:

- (a) park a propane powered vehicle in the underground parkade;
- (b) park a motor vehicle which is bigger than the stall in which it is parked;
- (c) park (anywhere in the project) a motor vehicle which they know is leaking oil, antifreeze or any other fluid;

- (d) Parking Stalls shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any Parking Stalls which the Owner of another Unit is entitled to use and occupy exclusively.

58. Landscaping and Other Common Property

Owners and Occupiers shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the Building and other fixed improvements forming part of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all chattels owned or kept by the Corporation.

59. Combustible Material on Common Property

No stores of gasoline or any other combustible or inflammable goods or materials, and no offensive goods, provisions or materials of any kind shall be kept on any part of the Common Property.

60. Structures on Common Property

No building or structure shall be erected on the Common Property except only by the Corporation.

61. Antennas and Satellite Dishes

No antenna, aerial, tower or appurtenances thereto shall be erected on any part of the Common Property except only by the Corporation. The Occupier **or the Owner** is not allowed to install satellite dishes on their balconies (or on any other part of the common property) without the written permission from the Board.

62. Signs

No signs, billboards or other advertising matter of any kind and not notices of any kind shall be placed on any part of the Common Property by an Owner or Occupier without the prior written consent of the Board except as otherwise hereby permitted.

63. Personal Property

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever in the Parking Stalls, Parking Units or parking areas provided on the Common Property, or on any part of the Common Property designated for the exclusive use or enjoyment of any Owner, nor will it be responsible for any loss or damage from any cause whatsoever to any contents in any Unit. The insuring of any contents within the Units is the responsibility of the individual Owners solely.

64. Animals

- (a) As a general rule, occupants are allowed to keep household pets in their Unit as long as the following conditions are met:
 - i. The animals must not be allowed to run at large (i.e. not on a leash) within the common property;
 - ii. The owner of the pet is responsible for picking up and disposing of any droppings left by pet;
 - iii. The owner of the pet shall pay the costs of repairing any damage caused by the pet;
 - iv. in general, the owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of other Occupants. The Board has the authority to make a final determination in this respect; and
 - v. If the pets are cats or dogs, only 2 animals per suite are allowed.
- (b) For purposes of this Bylaw, "household pets" include cats, small dogs, fish, birds and other common pets. "Household pets" does not include large dogs (i.e. dogs heavier than 45 pounds or taller than 16 inches high at the shoulder) or exotic animals such as snakes, lizards, rats and spiders.
- (c) The Board may, by majority vote, consider applications to allow an occupant to keep a non-complying pet in a unit. If the Board allows the pet, the Board is entitled to impose any conditions that it considers necessary. The Board may reconsider its decisions from time to time, as circumstances dictate.

65. Balconies/Patios

- (a) Each occupant has the right to exclusive use and possession of the balcony or patio associated with (i.e. accessible directly from) his Unit.
- (b) The Board is entitled to adopt reasonable rules concerning Occupants' use of their balconies, including;
 - i. rules dealing with the general appearance of patios and/or balconies;
 - ii. rules dealing with activities which are likely to affect neighboring Owners and Occupants (barbeques, amplified music, lights, etc.);
 - iii. rules concerning the enclosure of patios and/or balconies;
 - iv. rules designed to allow contractors access to the balcony/patios for maintenance purposes including window cleaning and similar activities.

- v. All balconies have natural gas hookups. Propane barbeques are not allowed. Occupants with barbeques must have a fire extinguisher available nearby.

PART VIII – MISCELLANEOUS

66. Maintenance

- (a) The Corporation shall maintain grass, trees, shrubs, and walks in or abounding common areas on behalf of the Owners proportionally, and the Corporation shall maintain parking area and other common area lighting; provided, however, that the Corporation shall not be responsible for such care and maintenance of any Privacy Areas which are the responsibility of individual Owners pursuant to the provisions of these Bylaws or an Exclusive Use Agreement or License.
- (b) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items referred to in Bylaws 13 (k) or to the Common Property or other property maintained by the Corporation by any wilful or negligent acts of himself, members of his family, his invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation and should any Owner fail to repair in a manner satisfactory to the Board or its representatives those items so damaged, as aforesaid, after ten (10) days written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection of such monies in respect of such repairs. The Board or its representative may use all or any of the remedies available to it as herein set out or otherwise available to it at law to recover such monies for the Corporation and the obligation to pay such monies shall be a charge upon such Owner's Unit to the same extent as they would be if they were Common Expense charges assessed upon such Owner's Unit.

67. Phasing

- (a) The site is intended to be built in phases in accordance with section 19 of the Condominium Property Act.
- (b) While any phase of the project is undeveloped or under construction, the developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the developer is not required to pay any condominium fees for units in phases which are undeveloped or under construction.

68. Assessments for Common Expenses and Budgets

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, include the following:
- i. All levies or charges on account of garbage removal, electricity, water, gas and fuel services and television antenna or cable services supplied to the Corporation for the project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - ii. Management fees, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii. All the charges on account of cleaning or sweeping of the parking area, Parking Units, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property not designated as an Exclusive Use Area;
 - iv. Maintenance of the exterior walls and other structural parts of the building;
 - v. All charges on account of lighting fixtures situated on Common Property;
 - vi. All charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these Bylaws;
 - vii. All charges on account of maintenance for Common Property for which the Corporation is responsible under these Bylaws;
 - viii. All costs of furnishings and equipment for use in and about the Common Property, or related amenities including the repair, maintenance or replacement thereof;
 - ix. All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - x. The cost of maintaining fidelity bonds as provided in these Bylaws;
 - xi. The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xii. All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;

- xiii. All reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
- (b) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units;
- (c) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
 - i. a copy of the budget for the ensuing fiscal year; and
 - ii. a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors;
- (d) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a provision for contingencies and replacements ("replacement reserve fund"). Notwithstanding the generality of the foregoing, the Developer shall not be required to pay into the replacement reserve fund until it has sold and transferred ownership of all of the Units or it has entered into a lease and provided possession of all the Units owned by the Developer.
- (e) The replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may by resolution determine the maximum amount that may be paid from the replacement reserve fund in respect of a single expenditure;
- (f) The Common Expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment;
- (g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

69. Developer's Use of Property

- (a) The Developer shall be entitled to reasonable use of the Common Property areas and the Units to assist in completion of the project, the selling of any of the Units, and for promotional purposes, including, without limitation:
- i. maintaining a Unit or Units owned by it as models for display and sales purposes;
 - ii. bringing and allowing prospective purchasers in and upon the Parcel;
 - iii. displaying signs to indicate the marketing and sale of the Units;
 - iv. displaying promotional material and erecting, hanging, keeping or displaying signs, banners, billboards, or other advertising which the developer and deems desirable to promote the general marketing plan and business of the developer.

The Developer, and their respective agents, employees and representatives shall have access to the Units and the Common Property for the purposes aforesaid. The Board will facilitate all requests of the developer to comply with the rights granted herein. The Board is authorized to enter into a separate agreement with the developer in respect of the foregoing, provided that such agreement shall be in addition to and not in substitution or replacement of the rights and obligations granted in this section.

70. Special Assessments

If at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

71. Default in Payment of Assessments and Liens for Unpaid Assessment, Instalments and Payments

- (a) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first, paramount lien against such estate or interest subject only to the rights and priorities of the Mortgagee under any Mortgage registered against such Unit prior to the date that the assessment,

instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act, and the *Land Titles Act* of Alberta. The Corporation shall have the right to file a Caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so often as there shall be any such unpaid assessment, instalment or payment, provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner all costs incurred, including legal fees on a solicitor/client basis, in preparing and registering the caveat and in discharging the caveat and shall be not obligated to discharge any caveat until all arrears of the Owner (including interest) and all such costs are fully paid.

- (b) As further and better security, each Owner responsible for any such unpaid assessment, instalment or payment which is in arrears for more than Thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof providing for payment of such unpaid assessment, instalment or payment on demand with interest thereon at the rate of the Interest Rate, or such other rate of interest as may be approved by the Board or the Owners with an Ordinary Resolution, calculated from the due date, and the Corporation shall be entitled to enforce its lien charge and security and pursue such remedies as may be available to it at law or in equity, from time to time. Nothing herein shall restrict or abrogate any rights or remedies of the Corporation by or under the Act.
- (c) Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment being made, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- (d) Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintaining as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or securing the same.
- (e) In addition to powers under Section 31 of the Act, in the event of any assessment against or installment or payment due from an Owner remaining

due and unpaid for a period of 30 days, the Board, at its election, may accelerate the remaining monthly assessments, installments, and payments for the fiscal year then current upon notice to the Owner in arrears and thereupon all such unpaid and accelerated monthly assessments, installments and payments shall become payable on and as of the date of the said notice; PROVIDED HOWEVER, that at no time shall there be acceleration of any Unit charges not yet estimated and levied by the Board or the manager.

- (f) In addition to the powers under Section 34 of the Act, the Board shall charge an Owner for all costs (including legal fees on a solicitor client basis) associated with the collection of any payment due from an Owner or for the enforcement of any other clause of these Bylaws.

72. Realty Taxes

The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

73. Indemnity for Members of the Board

Every member and his personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses or expenses whatsoever which such member may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him, as a member, or in any way in the discharge of his duties, provided, however, that no member of the Board shall be liable for any loss not attributable:

- (a) to his or her own dishonesty, or
- (b) to the wilful commission by him or her of any act known by him or her to be a breach of trust, and in particular he or she shall not be bound to take any proceedings against another member of the Board for any breach or alleged breach of trust committed by such other member.

74. Rules and Regulations and Enforcement

The Board may make policy statements and rules as are desirable or necessary to clarify the general restrictions contained in these Bylaws and those policy statements and rules shall have the same force as any Bylaws of the Corporation provided those policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.

75. Resolution of Dispute

If at any time there is a dispute as to the right to exclusive use of a portion of the Common Property or a dispute as to what constitutes the expense of a unit owner or Common Expense, such dispute shall be submitted to an individual as mutually agreed upon by the parties for determination or where no such arbitrator can be agreed upon, then the arbitrator shall be appointed pursuant to the provision of the *Arbitration Act* (Alberta), whose decision shall be final and binding upon all Owners, the Board and the Corporation. The fees of such arbitrator will be deemed to be a Common Expense.

THESE ARE THE BYLAWS OF THE OWNERS: CONDOMINIUM CORPORATION NO. 241 1591

CONDOMINIUM CORPORATION NO. 241 1591

Per: _____

Michael Dziubina



(c/s)

Condominium Deposit Protection Insurance Policy

COVERAGE COMMENCEMENT DATE	
POLICY NUMBER	
INSURED	
MUNICIPAL ADDRESS OF NEW UNIT	
LEGAL DESCRIPTION OF NEW UNIT	
RESIDENTIAL BUILDER	
OPERATING AS	
RESIDENTIAL BUILDER CONTACT INFORMATION	
PREMIUM	

This Policy is to be read and interpreted as a whole and represents the entire contract between The New Home Warranty Insurance (Canada) Corporation and the Insured.

This Policy is in accordance with the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations, and shall be considered as a Certificate under section 69 of the Regulations of the Act.

This Policy contains a clause which may limit the amount payable.

This Policy provides Deposit Protection Insurance for a condominium containing units that are attached to one or more other self-contained dwelling units in a registered Condominium Plan.

Coverage Period: Coverage commences upon payment of initial deposit under the Agreement and expires upon the start of the Protection Period.

Maximum Coverage Limit: The limit of liability of the Warranty Provider under the Condominium Deposit Protection Insurance Policy is the lesser of: Fifty Thousand (\$50,000.00) Dollars OR One Million Five Hundred Thousand (\$1,500,00.00) Dollars, divided by the number of New Units within the Condominium Plan that have been

enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage.

TERMS & CONDITIONS

A. DEFINITIONS

In this Policy, the following terms have the following meanings:

- (a) “Act” means the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations;
- (b) “Agreement” means a Fixed Price Purchase Contract between the Residential Builder and the Insured with respect to the construction of the New Unit that is an arm’s length transaction;
- (c) “Claim” means a request for coverage by the Insured under this Policy arising out of a Residential Builder Default;
- (d) “Condominium Plan” means a building or land designated as a unit or part of a unit or divided into 2 or more units by the registration of a condominium plan under the Act;
- (e) “Default” means the Residential Builder fails to fulfill its obligations under the Agreement as a result of financial circumstances including, but not limited to, insolvency, having made an assignment in bankruptcy, or an order being made by a court of competent jurisdiction declaring the Residential Builder to be bankrupt;
- (f) “Deposit Protection Insurance” means insurance against the loss of all deposit monies paid pursuant to the Agreement, by the Insured to the Residential Builder, and the limit of liability of the Warranty Provider is the lesser of: Fifty Thousand (\$50,000.00) Dollars OR One Million Five Hundred Thousand (\$1,500,00.00) Dollars divided by the number of New Units within the Condominium Plan that have been enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage;
- (g) “Designated Trust Account” means a trust account maintained by the Prescribed Trustee in a financial institution in Alberta;
- (h) “Fixed Price Purchase Contract” means an arm’s length Agreement between the Residential Builder and the Insured for the construction of a self-contained dwelling unit for a pre-negotiated fixed price not

subject to any adjustment except as set out in such Agreement and agreed to as to any additional amount prior to Default;

- (l) “New Unit” means a residential space that is situated within a building and described as a unit in a condominium plan by reference to floors, walls and ceilings within the building;
- (i) “Prescribed Trustee” means a lawyer in good standing with the Law Society of Alberta and is approved to operate a Designated Trust Account, as prescribed in the Act;
- (j) “Program Provider” means NHWICC is authorized to operate a Purchaser’s Protection Program, as approved by the Minister under section 14(10) of the Act;
- (k) “Protection Period” means in the case of a New Unit, other than the common property or common facilities in a building, beginning on the earlier of:
 - (A) the date the New Unit is first occupied; and
 - (B) the date an accredited agency, accredited municipality or accredited regional services commission grants permission to occupy the New Unit;
- (l) “Purchaser’s Protection Program” means a plan, agreement, scheme or arrangement that meets the requirements of section 67 of the Act;
- (m) “Residential Builder” means a person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (n) “The New Home Warranty Insurance (Canada) Corporation” means NHWICC;
- (o) “Warranty Provider” means The New Home Warranty Insurance (Canada) Corporation.

B. DEPOSIT PROTECTION INSURANCE

Any amounts paid under this Policy shall be the lesser of the deposits received by the Residential Builder from the Insured and the Maximum Coverage Limit.

In the event of Default, the Warranty Provider agrees to indemnify the Insured, subject to the terms, conditions and exclusions of this Policy, and the Insured may submit a Claim only for those deposit payments actually paid by the Insured to the Residential Builder, pursuant to the Agreement, and deposited into a Designated Trust Account with the Prescribed Trustee.

Upon receipt of a Claim, the Warranty Provider shall, as soon as reasonable, make attempt to contact the Insured to arrange for an investigation and/or evaluation of the Claim.

If following evaluation of the Claim, the Warranty Provider determines there is no coverage, the Warranty Provider shall notify the Insured in writing, setting out the reasons for the decision.

Upon receiving the documentation required under section D, and subject to section F, and subject to sections E., F. and G., the Warranty Provider will review and assess the Claim and determine the amount payable, if any, to the Insured. The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim and investigation of the Claim, having regard to some circumstances, including a Residential Builder bankruptcy, can cause delay. If the Warranty Provider determines that payment will be made pursuant to a Claim, the Warranty Provider shall advise the Insured of its determination of the Claim in writing and provide payment to the Insured in the amount the Warranty Provider has determined payable for the Claim.

In the event the Warranty Provider has determined that payment will be made, a deductible fee in the amount of 1% of the total Claim amount will be deducted from the total amount payable to the Insured. The Insured will complete and execute a release in favour of the Warranty Provider in a form provided by, or to the satisfaction of, the Warranty Provider. The Warranty Provider will issue payment to the Insured upon receipt of such release executed by the Insured in favour of the Warranty Provider.

Once the Claim is paid:

- (a) if any amount remains available of the Maximum Coverage Limit for Deposit Protection Insurance ; and
- (b) the Insured incurs reasonable legal fees directly related to the Claim as determined by the Warranty Provider;

then the Warranty Provider may apply the available remaining amount of the Maximum Coverage Limit for Deposit Protection Insurance directly to the reasonable legal fees incurred and shall indemnify the Insured in respect of such fees up to a maximum of \$5,000.00.

C. PURCHASER'S PROTECTION PROGRAM

Subject to the confirmation of Deposit Protection Insurance, NHWICC certifies:

- (a) it is a Program Provider of a plan, agreement, scheme or arrangement approved by the Minister;
- (b) its address is 30, 301 Springborough Boulevard S.E., Calgary, Alberta, T3H 0N9;

- (c) the Residential Builder, the New Unit and the Condominium Plan are enrolled by NHWICC;
- (d) benefits under the Maximum Coverage Limit take effect upon the date NHWICC receives written confirmation from the Residential Builder and Prescribed Trustee of the initial deposit paid to the Residential Builder by the Insured and confirmation the deposits have been placed into a Designated Trust Account with the Prescribed Trustee;
- (e) upon confirmation of paragraph C.(d) above, benefits under the Coverage Period take effect upon payment of the initial deposit under the Agreement and expires upon the start of the Protection Period.

D. INSURED OBLIGATIONS

When making a Claim under this Policy, the Insured must submit the following to the Warranty Provider:

- (a) the Agreement and any other documentation relating to the construction of the New Home as required by the Warranty Provider from time to time;
- (b) proof of deposit payment(s) made to the Residential Builder by the Insured with respect to the Agreement;
- (c) confirmation from the Prescribed Trustee that all deposits were placed in the Designated Trust Account as required by the Act;
- (d) a duly completed Claim form to be provided by the Warranty Provider to the Insured; and
- (e) any additional documentation as required by the Warranty Provider from time to time.

All of the foregoing Claim documentation must be received by the Warranty Provider before the start of the Protection Period. The obligations of the Warranty Provider cease upon expiry of the Coverage Period unless proper notice is given to the Warranty Provider by the Insured prior to the expiry.

E. GENERAL

The Insured shall:

- (a) adhere to all timelines outlined in this Policy; and
- (b) provide to the Warranty Provider information and documentation that the Insured has available or has the ability to access, that the Warranty Provider requests, in order to investigate a Claim.

All notices of a Claim under this Policy must be delivered to the Warranty Provider, in writing, prior to the expiry of the insurance coverage and comply with the requirements set out in this section.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

The Warranty Provider shall be subrogated, with respect to any payment made under the Policy coverage, to all the rights of recovery of the Insured against any person who may be responsible for a Default and may bring action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

F. LIMITS AND EXCLUSIONS

Only one Claim will be paid under this Policy, after which this Policy is of no force or effect.

Other than payment to the Insured under the coverage as set out in section B, the Warranty Provider is not liable for any damages, losses, costs, or expenses otherwise suffered by the Insured due to or in connection with Default, howsoever caused.

Coverage under this Policy is **only** available to the Insured where the Residential Builder and the Insured have entered into a Fixed Price Purchase Contract.

Coverage under this Policy does not provide indemnity for non-monetary consideration provided by the Insured to the Residential Builder.

Claims arising out of a contractual dispute under the Fixed Price Purchase Contract between the Insured, Residential Builder and Prescribed Trustee are not covered by this Policy.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

This Policy shall not be assigned by the Insured, or the Residential Builder, to any other New Unit, without the prior written consent of the Warranty Provider, which may not be unreasonably or arbitrarily withheld.

This Policy may be assigned by the Warranty Provider. If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, and the New

Unit is available for completion by an alternate Residential Builder, this Policy may, at the option of NHWICC, be assigned to the alternate Residential Builder.

If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, the Warranty Provider shall have no obligation under this Policy to complete the New Home while the receiver determines if it will complete the New Home or while the receiver, whether or not through a process in a court of competent jurisdiction, seeks to sell or assign the Agreement to an alternate Residential Builder.

Notwithstanding anything in the Agreement, if an alternate Residential Builder acceptable to the Warranty Provider, is willing and able to complete the New Home pursuant to the Agreement, the Insured must permit the alternate Residential Builder to assume the Agreement and comply with all obligations contained therein as if the alternate Residential Builder was the original Residential Builder.

Whether or not it is disclosed to a subsequent Insured by the current Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

H. POLICY TERMINATION

The Warranty Provider may only terminate this Policy upon proof that the refundable portion of the deposit has been returned to the Insured or alternatively, has been returned to the trust account for the benefit of the Insured. 15 days' written or electronic notice shall be given to the Residential Builder, the Prescribed Trustee and the Insured by registered mail or electronically, or 5 days written notice personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by mail or electronically, or notification of it is delivered to the Residential Builder's, the Prescribed Trustee's and Insured's postal addresses.

I. NOTICE

Unless indicated otherwise in this Policy, any notice which may be or is required to be given under this Policy must be given in writing and may be delivered in person, sent by mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Unit Owner

Email:

Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation
 301, 30 Springborough Boulevard SW
 Calgary, Alberta, T3H 0N9
 Attention: Contact Centre
 Email: contactcentre@nhwicc.com
 Facsimile: (403) 253-5062
 Homeowner Portal Address: www.anhwp.com/homeowner

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

J. IN CASE OF DISAGREEMENT

In the event of disagreement as to whether Default exists, the nature and extent of the Default or the amount of loss, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act*, whether or not the Insured's right to recover under this Condominium Deposit Protection Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the Warranty Provider.

K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. NHWICC and the Residential Builder respect all rights regarding protection of personal information.

If the New Unit has been assigned to a receiver or a new Residential Builder in the event of bankruptcy or solvency before the expiration of the Coverage Period, NHWICC is authorized by the Insured to release personal information, to the extent reasonably required by NHWICC, to the receiver or the new Residential Builder of the New Unit.

A copy of NHWICC's Privacy Policy can be found at www.nhwicc.com/contact/privacy-policy.

SAMPLE



The Alberta New Home Warranty Program

Insurance coverage provided by:

The New Home Warranty Insurance (Canada) Corporation

HOME WARRANTY INSURANCE POLICY

COVERAGE COMMENCEMENT DATE:	
POLICY NUMBER:	
INSURED:	
RESIDENTIAL BUILDER:	
OPERATING AS:	
MUNICIPAL ADDRESS OF NEW HOME:	
LEGAL DESCRIPTION OF NEW HOME:	
PREMIUM:	

Please read this Policy carefully as it contains important information about your home warranty insurance coverage.

This Policy contains a clause which may limit the amount payable.

A. DEFINITIONS

In this Policy, the following terms have the following meanings:

- (a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;
- (b) "Act" means the *New Home Buyer Protection Act*;
- (c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;
- (d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;
- (e) "Common Facilities" means:
 - (i) property managed by a condominium corporation pursuant to its bylaws; and
 - (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
 - (A) the Building Envelope;

- (B) a Delivery and Distribution System that serves two or more units;
- (C) a load-bearing part;
- (D) any Common Property as defined in section 14(1)(a) of the *Condominium Property Act*; and
- (E) any area subject to an easement in favour of another unit;

whether or not that unit or portion of a unit is intended for residential occupancy;

- (f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act*;
- (g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
 - (i) are contrary to the Alberta Building Code;
 - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
 - (iii) constitute an unreasonable health or safety risk; or
 - (iv) have resulted in material damage to the New Home;
- (h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;
- (i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act* (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:
 - (i) private sewage disposal systems that:
 - (A) serve a single property;
 - (B) are designed to receive no more than 25 m³ of sewage each day; and
 - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
 - (ii) all components of a Delivery and Distribution System in the New Home that are:
 - (A) present on the Commencement Date of this Policy; and
 - (B) installed during construction by the Residential Builder of the New Home;

but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;
- (j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;

- (k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address www.anhwp.com/homeowner;
- (l) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (m) "New Home" means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:
 - (i) a self-contained dwelling unit that:
 - (A) is detached;
 - (B) is attached to one or more other self-contained dwelling units; or
 - (C) includes a secondary suite;
 - (ii) Common Property, Common Facilities and other assets of a condominium corporation;
 - (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
 - (iv) a building that is intended for residential occupancy and that is a Reconstruction; and
 - (v) a manufactured home;but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations from the definition of New Home;
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the *Alberta Rules of Court* (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. WARRANTY INSURANCE COVERAGE

The Warranty Provider agrees to the repair or replacement of Defects and Structural Defects in the New Home in accordance with the terms and conditions of this Policy.

In the event of Reconstruction, the warranty insurance coverage provided in this Policy applies to all elements of the New Home, including those areas retained or not reconstructed.

The Warranty Provider is not responsible for any warranty other than the warranty insurance coverage provided by this Policy.

C. INSURANCE POLICY TERMS

The Warranty Provider shall only be liable to the Insured to the extent set out in this Policy.

In the event the Warranty Provider is obligated to repair or replace a Defect or Structural Defect, the Warranty Provider shall determine the reasonable costs associated with the repair or replacement of such Defect or Structural Defect. Notwithstanding the foregoing, the Warranty Provider may elect to provide financial compensation to the Insured, up to the Policy limit, in an amount equal to the cost of repair or replacement of such Defect or Structural Defect less any mitigation expenses, additional living expenses, costs of any investigation, engineering and design required for the repairs, and costs of adjusting and supervision of repairs (including professional review) paid by the Warranty Provider in lieu of actual repair or replacement of such Defect or Structural Defect.

In the event financial compensation is provided to the Insured in lieu of repair or replacement of a Defect or Structural Defect, the Warranty Provider will have no further liability for the Defect or Structural Defect or any consequential damages arising from the Defect or Structural Defect for which financial compensation was paid.

D. COVERAGE EXCLUSIONS AND EXEMPTIONS

The following are excluded or exempt from the warranty insurance coverage:

- (a) any non-residential use area and any construction or Reconstruction associated with a non-residential use area;
- (b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
- (c) utility services;
- (d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the Residential Builder;
- (e) home appliances, including but not limited to, refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
- (f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
- (g) the quality or quantity of water from a municipal water supply, a water well or any other source;
- (h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to Section 51 of the *Historical Resources Act*;
- (i) designs, materials or labour supplied by anyone other than the Residential Builder or the employees, agents or subcontractors of a Residential Builder, but not including any designs, material or labour retained by the Residential Builder or by an Owner Builder in a Reconstruction; and
- (j) detached parking garages, detached amenity buildings, detached recreation facilities and detached swimming pools are exempt from the definition of a New Home and warranty insurance coverage.

E. LOSS OR DAMAGE EXCLUSIONS

Any loss or damage resulting from the following is excluded from home warranty insurance coverage:

- (a) contractual related issues between the Insured and the Residential Builder;
- (b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (c) normal shrinkage of materials caused by drying after construction;
- (d) substantial use of the residence for non-residential purposes;
- (e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
- (i) acts of nature;
- (j) bodily injury, disease, illness or death resulting from any cause;
- (k) damage to personal property or real property that is not part of a New Home;
- (l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
- (m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- (n) diminished value of a New Home or any component of a New Home;
- (o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
- (q) fire, explosion, smoke, flooding or sewer back-up;
- (r) loss of income or opportunity;
- (s) loss of enjoyment, use or benefit of the New Home;
- (t) inconvenience or distress to the owner; and
- (u) any professional fees, including legal, consulting or medical costs.

F. POLICY TERMINATION

The Warranty Provider may only terminate this Policy before coverage begins by giving the Residential Builder 15 days' notice of termination by Recorded Mail or 5 days' written notice of termination personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by Recorded Mail or notification of it is delivered to the Residential Builder's postal address.

In the event the Warranty Provider terminates this Policy:

- (a) the Warranty Provider must refund the excess of premium actually paid by the Residential Builder over the prorated premium for the expired time; and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

G. TRANSFER OF WARRANTY INSURANCE COVERAGE

In accordance with Policy Condition K.(g), the Warranty Provider acknowledges and agrees that no notice to the Warranty Provider is required upon transfer of title of the New Home to a subsequent homeowner or, in the case of Common Property or Common Facilities, a change in the condominium corporation.

The remaining coverage under this policy shall be automatically transferred to the subsequent owner or condominium corporation, as applicable, subject to the terms and conditions of this policy, at which point such subsequent owner or condominium corporation shall be considered the Insured and shall be bound to comply with all obligations of the Insured and be subject to all provisions of this policy.

Whether or not it is disclosed to a subsequent Insured by the Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

H. INSURED OBLIGATIONS

The Insured shall:

- (a) adhere to all timelines outlined in this policy;
- (b) notify the Warranty Provider of any change in the Municipal Address and/or the Legal Description of the New Home in accordance with section J below;
- (c) with the exception of Policy Condition K.(c) regarding mitigation, the Insured will not undertake any unilateral action or remedy regarding the repair or replacement of any Defect or Structural Defect without the specific prior written consent of the Warranty Provider; and
- (d) further to Policy Condition K.(d) regarding entry and control, when necessary, allow the Warranty Provider or their Accredited Representatives access to the New Home for the purpose of assessing, repairing and/or replacing any Defect or Structural Defect, Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm, or at an alternate time as mutually agreed between the Warranty Provider or their Accredited Representatives and the Insured.

The Warranty Provider shall be subrogated, with respect to any payment made to repair a Defect or Structural Defect, to all the rights of recovery of the Insured against any person who may be responsible for the Defect or Structural Defect and may bring an action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

I. CLAIM ASSESSMENT AND DISPUTES

In the event the Insured considers a Defect or Structural Defect exists, the Insured must complete and submit a Request for Assistance (the "Claim") through the Homeowner Portal or in writing to the Warranty Provider either electronically or by mail.

The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim, inspection of the Defects identified in the Claim, and scheduling any required repairs.

Upon receipt of the notice of Claim, the Warranty Provider shall promptly make reasonable attempts to contact the Insured and arrange an inspection, to be completed by the Warranty Provider or its Accredited Representatives.

After completion of the inspection, but prior to the release of the Claims Assessment Report, a deductible fee will be requested and payable by the Insured.

The amount of the deductible fee payable by the Insured is:

- (a) for claims related to the Common Property, Common Facilities and other assets of a condominium corporation:
 - (i) \$100.00, not including applicable taxes, for claims relating to Defects in the material and labour not related to Delivery and Distribution Systems; and
 - (ii) \$500.00, not including applicable taxes, for all other claims; and
- (b) for all other claims, \$50.00, not including applicable taxes.

The Warranty Provider will issue a Claims Assessment Report in a reasonable time after the inspection setting out its assessment decision in respect of the Defects identified in the Claim. The Claims Assessment Report will also set out the dispute resolution process available to the Insured.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

If it is determined that repairs of the Defects are to be completed, the repairs will be completed by the Warranty Provider or its Accredited Representatives in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

The Warranty Provider or its Accredited Representatives may conduct inspections of the Defect repairs until any and all repairs have been completed to the Warranty Provider's satisfaction.

In the event the Insured desires to have the decision in the Claims Assessment Report reviewed, the Insured may elect to proceed with the dispute resolution process set out in Policy Condition K.(f).

J. NOTICE

Unless indicated otherwise in this policy, any notice which may be or is required to be given under this policy must be given in writing and may be delivered in person, sent by registered mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Warranty Provider Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Homeowner
Email:
Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation
c/o The Alberta New Home Warranty Program
301, 30 Springborough Boulevard SW
Calgary, Alberta, T3H 0N9
Attention: Contact Centre
Email: contactcentre@anhwp.com
Facsimile: (403) 253-5062
Homeowner Portal Address: www.anhwp.com/homeowner

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

K. POLICY CONDITIONS

In these Policy Conditions, unless the context otherwise requires "Insured" means a person insured by the Home Warranty Insurance Policy whether named in the Home Warranty Insurance Policy or not.

(a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.

The Warranty Provider may require that the notice from the Insured be in writing.

(b) WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition (a) may be given:

(i) by the agent of the Insured if:

- (A) the Insured is absent or unable to give the notice or make the proof; and
- (B) the absence or inability is satisfactorily accounted for; or

(ii) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (i) of this Condition.

(c) MITIGATION

In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect.

The Warranty Provider must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under this Condition.

(d) **ENTRY AND CONTROL**

After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its Accredited Representatives, who may include the Residential Builder, sufficient to:

- (i) enable them to determine if a Defect exists;
- (ii) make an estimate of the repairs required to rectify the Defect; and
- (iii) make the repairs necessary to rectify the Defect.

(e) **MATERIAL CHANGE IN RISK**

The Insured must promptly give notice in writing to the Warranty Provider or its agent of any change that is:

- (i) material to the risk; and
- (ii) within the control and knowledge of the Insured.

The Warranty Provider may require that the notice from the Insured be in writing.

(f) **IN CASE OF DISAGREEMENT**

In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act* whether or not the Insured's right to recover under the Home Warranty Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this Condition until:

- (i) a specific demand is made for it in writing; and
- (ii) the proof of loss has been delivered to the Warranty Provider.

(g) **TRANSFER OF TITLE**

If title to the New Home is transferred at any time during the protection period, the Home Warranty Insurance Policy is transferred to the new owner and the new owner is deemed to have given good and valuable consideration to the Warranty Provider under the Home Warranty Insurance Policy.

(h) **ADDITIONAL LIVING EXPENSES**

If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Insured will be payable by the Warranty Provider to the Insured to a maximum of \$150.00 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.

The total amount payable under this Condition shall not exceed \$15,000.00 for each period of time the home is uninhabitable while warranty coverage is in effect.

(i) **WARRANTY OF REPAIRS OF DEFECTS**

All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the Home Warranty Insurance Policy.

If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

(j) **NOTICE**

Written notice to the Warranty Provider may be delivered, or sent by Recorded Mail, to the head office of the Warranty Provider in the province.

Written notice to the Insured may be personally delivered, or sent by Recorded Mail addressed, to the address of the New Home covered by the Home Warranty Insurance Policy.

L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS

(a) **Detached Single Self-Contained Dwelling Unit**

The following warranty insurance coverage and Policy limits apply to a New Home that is a detached single self-contained dwelling unit:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied;
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home; and
- (iii) the date that the transfer of title to the New Home is registered.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related to Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

- (i) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by a Residential Builder, is the lesser of:
 - (A) the original purchase price paid to the Residential Builder; and
 - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by an Owner Builder, is the lesser of:
 - (A) the appraised value of the New Home at the time of commencement coverage; and
 - (B) \$265,000.00,
 not including land value, interest and costs.
- (iii) The aggregate limit of liability of the Warranty Provider set out in (i) and (ii) includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.

(b) **Single Self-Contained Dwelling Unit in a Condominium or Multiple Family Dwelling with Warrantable Common Property or Common Facilities**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or Multiple Family Dwelling with warrantable Common Property or Common Facilities:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects. For clarity, the warranty insurance coverage does not include the Common Property or Common Facilities:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins; and

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins.

POLICY LIMITS

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
 - (A) the original price paid to the Residential Builder; and
 - (B) \$130,000.00,not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.

(c) **Common Property and Common Facilities in a Condominium or a Multiple Family Dwelling**

The following warranty insurance coverage and Policy limits apply to Common Property and Common Facilities for which a condominium corporation is responsible in a condominium or a Multiple Family Dwelling:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

- (i) the title to an inhabitable unit in the building or in a building in a phase of development of a condominium is transferred from the Residential Builder to a purchaser of a unit in an arm's length transaction; and
- (ii) the Residential Builder has entered into an agreement with a qualified person to have the qualified person prepare a building assessment report for the building or for the phase of development within 180 days of the transfer of title described in (i).

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage provides for the repair or replacement of Defects or Structural Defects in the Common Property and Common Facilities for which a condominium corporation is responsible as follows:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;

- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

- (i) Subject to sections (ii) and (iii), the aggregate limit of liability of the Warranty Provider is the lesser of:
 - (A) \$130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
 - (B) \$3,300,000.00,
 not including interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) above includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.
- (iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.
- (d) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – No Registered Condominium Plan**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has not been registered under a condominium plan:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
 - (A) the original price paid to the Residential Builder; and
 - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.

(e) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – With Registered Condominium Plan**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has been registered under a condominium plan:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

- (i) Subject to section (b), the aggregate limit of liability of the Warranty Provider is the lesser of:
 - (A) the original price paid to the Residential Builder; and
 - (B) \$130,000.00,not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.

M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:

Warranty Coverage	Expiry Date

Warranty Insurance Commencement

The new home has been enrolled with The Alberta New Home Warranty Program Group of Companies (the “Program”). The new home will be governed by the terms and conditions of the Home Warranty Insurance Policy (“Policy”) underwritten by The New Home Warranty Insurance (Canada) Corporation and will be available to the Insured homeowner once the Protection Period information has been provided to the Program by the builder.

Complete warranty insurance details are available at anhwp.com and are also listed in the Policy. The Protection Period, being the date commencement of coverage begins as defined in Alberta’s *New Home Buyer Protection Act* (the “Act”), outlined in the Policy is provided by the builder. In the event of a discrepancy between this date and the Act, the Act shall prevail. If the Insured homeowner has not received the Policy, or access to the Policy within 90 days of the Protection Period commencing, **please notify the Program immediately.**

NAME(S) OF INSURED	
POSSESSION DATE <i>(as determined by the builder)</i>	
PROTECTION PERIOD COMMENCEMENT DATE*	

***If the Protection Period on the Policy has commenced prior to the Possession Date set out above and the Policy is to be transferred to a new Insured homeowner, please complete the [Warranty Insurance Transfer Form](#).**

PUBLIC REGISTRY #		INSURANCE POLICY #	
NEW HOME MUNICIPAL ADDRESS			
CITY		PROVINCE	
LEGAL DESCRIPTION	LOT	BLOCK	PLAN
RURAL LEGAL DESCRIPTION <i>(where applicable)</i>			

Disclaimer: The above information has been provided by the builder to the Program and the Program assumes no responsibility or liability whatsoever for any loss or damage, direct or indirect, resulting from any errors, omissions, irregularities, inaccuracies or use of the information contained in this Warranty Insurance Commencement document.

PROPERTY REGISTRY

Homeowners, builders, real-estate professionals, and financial institutions can search the [Government of Alberta's Public Registry](#) for builder and property warranty insurance related information, including:

- property address
- name and contact information of the warranty provider
- name and contact information of the residential builder
- if a new home has been registered to receive home warranty insurance
- the date of commencement of the Protection Period

New homes where the building permit was applied for prior to February 1, 2014 will not appear in the registry as legislated warranty insurance requirements were not in effect at that time.

It is strongly recommended that a deficiencies list be completed at the time of possession walkthrough. It should be signed by **BOTH** the builder and the Insured homeowner and copies of the deficiencies list should be given to both parties for future reference to clearly agree upon the condition of the new home at the time of possession.

Dated this _____ day of _____ 20 _____

INSURED HOMEOWNER(S) OR AUTHORIZED AGENT:

NAME		SIGNATURE	
NAME		SIGNATURE	
EMAIL		PHONE	

BUILDER REPRESENTATIVE:

NAME(S)		SIGNATURE(S)	
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Disclaimer: The above information has been provided by the builder to the Program and the Program assumes no responsibility or liability whatsoever for any loss or damage, direct or indirect, resulting from any errors, omissions, irregularities, inaccuracies or use of the information contained in this Warranty Insurance Commencement document.



Warranty Insurance Transfer Form

The new home has been enrolled with The Alberta New Home Warranty Program Group of Companies (the "Program"). The new home will be governed by the terms and conditions of the Home Warranty Insurance Policy ("Policy") underwritten by The New Home Warranty Insurance (Canada) Corporation.

Send completed Transfer Form by mail or email (contactcentre@anhwp.com). **A copy of the current Certificate of Title or Statement of Adjustments from the sale of the home are also required.**

NAME OF BUILDER MEMBER					
PUBLIC REGISTRY #				INSURANCE POLICY #	
NEW HOME MUNICIPAL ADDRESS					
CITY		PROVINCE		POSTAL CODE	
LEGAL DESCRIPTION	LOT		BLOCK		PLAN
RURAL LEGAL DESCRIPTION*					

**if applicable*

TRANSFER WARRANTY INSURANCE FROM

NAME OF INSURED HOMEOWNER(S)	
------------------------------	--

TRANSFER WARRANTY INSURANCE TO

NAME(S)			
EMAIL		PHONE	
DATE OF WARRANTY COMMENCEMENT			
DATE OF NEW HOMEOWNER POSSESSION			

NEW INSURED HOMEOWNER(S) OR AUTHORIZED AGENT:

NAME		SIGNATURE	
NAME		SIGNATURE	

Disclaimer: The above information has been provided by the builder to the Program and the Program assumes no responsibility or liability whatsoever for any loss or damage, direct or indirect, resulting from any errors, omissions, irregularities, inaccuracies or use of the information contained in this document.



**DESCRIPTION OF ROADS, UTILITIES, SERVICES OR
DELIVERY AND DISTRIBUTION SYSTEMS TO BE
PAID FOR, REPAIRED, MAINTAINED, OR REPLACED
BY THE CORPORATION**

Quesnay at Currie
Calgary, Alberta

This project is a conventional (i.e. not bare land) apartment condominium. The common property includes an internal roadway and some landscaped areas. The condominium corporation is responsible for maintenance and repair of those areas.

All of the units have access to utility services which are typically available in projects of this type. Those services include power, natural gas, water, sewer, telephone and cable lines. The cost of installing those lines are paid by the consumers of those services in many different ways, including:

- a) assessments levied to the area developer, included in the price of the land;
- b) installation costs paid directly by the developer and included in the price of the home;
- c) costs included in normal municipal budgets, paid for by normal property tax levies;
- d) portions of monthly utility bills designated for the maintenance and repair of the utility distribution system.

Each of the utility service providers has its own policies concerning ownership of the lines and equipment installed on the site. Those policies can change over time. However, as a general rule:

- a) the utility providers are responsible for all equipment and lines leading to the boundary of the parcel;
- b) Unit owners are individually responsible for all components of the delivery system located inside their own home, up to the meter;
- c) the Condominium Corporation is responsible for repair and maintenance of the portions of the utility lines that run from the parcel boundary to the individual meters.

As currently designed, this project does not include any unusual utility arrangements (common geo-thermal systems, solar power installations, privately owned water/sewer treatment systems, co-generation equipment, etc.).

This statement is provided for compliance purposes only. In any municipality where utility providers are granted monopolies for the supply of their product or service, rules are often changed (usually in favour of the monopoly holder).

Currie Barracks Operating Budget

OPERATING REVENUE	Total Budget
Revenue	
Condo Fees	845,573
Total Revenue	845,573
OPERATING EXPENSE	
Maintenance	
Snow Removal	17,500
Landscaping	18,900
Weed Control & Fertilization	600
Tree & Shrub Maintenance	1,750
General Repairs & Maintenance	12,000
Exterior Lot Maintenance	750
Parkade Maintenance	9,600
Fire Safety Inspections	7,200
Elevator	6,100
Plumbing/HVAC	6,000
Eavestrough Cleaning	3,000
Window Washing	5,000
Carpet Cleaning	5,000
Irrigation Maintenance	1,000
Janitorial	50,400
Total Maintenance	144,800
Utilities	
Electricity / Power	65,000
Water	120,000
Natural Gas	100,000
Waste Removal & Recycling	80,000
Telephone/Monitoring	3,000
Total Utilities	368,000
Administratation	
Management Fees	66,780
Bank Charges	480
Administration Expenses	480
Insurance	180,000
Total Administration	247,740
Other	
Professional Fees	4,000
Fire Hydrant Inspection	600
Insurance Appraisal	433
Total Other	5,033
Reserve Fund	
Reserve Fund Contributions	80,000
Total Reserve Fund	80,000
TOTAL EXPENSE	845,573
	-

Prepared by: Dana Bouwman - Converge Condo Management

29-Jan-22

Quesnay at Currie				
Suite Number	Legal Unit No. (Proposed)	Unit Factor	Approximate Area	Approx Condo Contributions
UG Park	1	1	13.5	\$7.05
UG Park	2	1	13.5	\$7.05
UG Park	3	1	13.6	\$7.05
UG Park	4	1	13.4	\$7.05
UG Park	5	1	13.5	\$7.05
UG Park	6	1	13.5	\$7.05
UG Park	7	1	13.5	\$7.05
UG Park	8	1	15.4	\$7.05
UG Park	9	1	13.5	\$7.05
UG Park	10	1	13.5	\$7.05
UG Park	11	1	13.5	\$7.05
UG Park	12	1	13.5	\$7.05
UG Park	13	1	13.5	\$7.05
UG Park	14	1	13.5	\$7.05
UG Park	15	1	13.5	\$7.05
UG Park	16	1	13.5	\$7.05
UG Park	17	1	13.5	\$7.05
UG Park	18	1	13.5	\$7.05
UG Park	19	1	13.5	\$7.05
UG Park	20	1	13.5	\$7.05
UG Park	21	1	13.5	\$7.05
UG Park	22	1	13.5	\$7.05
UG Park	23	1	15.4	\$7.05
UG Park	24	1	13.5	\$7.05
UG Park	25	1	13.5	\$7.05
UG Park	26	1	13.5	\$7.05
UG Park	27	1	13.5	\$7.05
UG Park	28	1	13.5	\$7.05
UG Park	29	1	13.5	\$7.05
UG Park	30	1	13.5	\$7.05
UG Park	31	1	13.5	\$7.05
UG Park	32	1	13.5	\$7.05
UG Park	33	1	13.5	\$7.05
UG Park	34	1	13.6	\$7.05
UG Park	35	1	13.5	\$7.05
UG Park	36	1	13.5	\$7.05
UG Park	37	1	13.5	\$7.05
UG Park	38	1	15.4	\$7.05
UG Park	39	1	13.5	\$7.05
UG Park	40	1	13.5	\$7.05
UG Park	41	1	13.5	\$7.05
UG Park	42	1	13.5	\$7.05
UG Park	43	1	13.5	\$7.05

UG Park	44	1	13.5	\$7.05
UG Park	45	1	13.5	\$7.05
UG Park	46	1	13.5	\$7.05
UG Park	47	1	13.5	\$7.05
UG Park	48	1	13.5	\$7.05
UG Park	49	1	15.5	\$7.05
UG Park	50	1	13.5	\$7.05
UG Park	51	1	13.5	\$7.05
UG Park	52	1	13.5	\$7.05
UG Park	53	1	13.5	\$7.05
UG Park	54	1	13.5	\$7.05
UG Park	55	1	13.5	\$7.05
UG Park	56	1	13.5	\$7.05
UG Park	57	1	13.5	\$7.05
UG Park	58	1	13.5	\$7.05
UG Park	59	1	13.5	\$7.05
UG Park	60	1	13.5	\$7.05
UG Park	61	1	13.5	\$7.05
UG Park	62	1	13.5	\$7.05
UG Park	63	1	13.5	\$7.05
UG Park	64	1	13.5	\$7.05
UG Park	65	1	13.5	\$7.05
UG Park	66	1	13.5	\$7.05
UG Park	67	1	15.4	\$7.05
UG Park	68	1	13.5	\$7.05
UG Park	69	1	13.7	\$7.05
UG Park	70	1	13.5	\$7.05
UG Park	71	1	13.5	\$7.05
UG Park/storage	72	2	27.0	\$14.09
UG Park/storage	73	2	22.9	\$14.09
UG Park/storage	74	2	22.9	\$14.09
UG Park/storage	75	2	23.1	\$14.09
UG Park/storage	76	2	23.1	\$14.09
UG Park/storage	77	2	23.1	\$14.09
UG Park/storage	78	2	23.1	\$14.09
UG Park/storage	79	2	23.1	\$14.09
UG Park/storage	80	2	23.0	\$14.09
UG Park/storage	81	2	18.5	\$14.09
UG Park/storage	82	2	18.5	\$14.09
UG Park/storage	83	2	18.5	\$14.09
UG Park/storage	84	2	18.5	\$14.09
UG Park/storage	85	2	18.5	\$14.09
UG Park/storage	86	2	18.5	\$14.09
UG Park/storage	87	2	18.5	\$14.09
UG Park/storage	88	2	19.7	\$14.09
UG Park	89	1	15.4	\$7.05
UG Park	90	1	13.5	\$7.05

UG Park	91	1	13.5	\$7.05
UG Park	92	1	13.5	\$7.05
UG Park	93	1	13.5	\$7.05
UG Park	94	1	13.5	\$7.05
UG Park	95	1	13.5	\$7.05
UG Park	96	1	13.5	\$7.05
UG Park	97	1	13.5	\$7.05
UG Park	98	1	13.5	\$7.05
UG Park	99	1	15.4	\$7.05
UG Park/storage	100	2	24.1	\$14.09
UG Park/storage	101	2	21.5	\$14.09
UG Park/storage	102	2	21.5	\$14.09
UG Park/storage	103	2	18.9	\$14.09
UG Park/storage	104	2	18.9	\$14.09
UG Park/storage	105	2	19.4	\$14.09
UG Park	106	1	14.1	\$7.05
UG Park	107	1	14.2	\$7.05
UG Park	108	1	14.0	\$7.05
UG Park	109	1	14.0	\$7.05
UG Park	110	1	13.5	\$7.05
UG Park	111	1	13.5	\$7.05
UG Park	112	1	13.5	\$7.05
UG Park	113	1	13.5	\$7.05
UG Park	114	1	13.5	\$7.05
UG Park	115	1	13.5	\$7.05
UG Park	116	1	13.5	\$7.05
UG Park	117	1	13.5	\$7.05
UG Park	118	1	13.5	\$7.05
UG Park	119	1	13.6	\$7.05
UG Park	120	1	13.3	\$7.05
UG Park	121	1	13.6	\$7.05
UG Park	122	1	15.4	\$7.05
UG Park	123	1	13.5	\$7.05
UG Park	124	1	13.5	\$7.05
UG Park	125	1	13.5	\$7.05
UG Park	126	1	13.5	\$7.05
UG Park	127	1	13.5	\$7.05
UG Park	128	1	13.5	\$7.05
UG Park	129	1	13.5	\$7.05
UG Park	130	1	13.5	\$7.05
UG Park	131	1	13.5	\$7.05
UG Park	132	1	13.5	\$7.05
UG Park	133	1	13.5	\$7.05
UG Park	134	1	13.5	\$7.05
UG Park	135	1	13.5	\$7.05
UG Park	136	1	13.5	\$7.05
UG Park	137	1	13.5	\$7.05

UG Park	138	1	13.5	\$7.05
UG Park	139	1	13.5	\$7.05
UG Park	140	1	13.5	\$7.05
UG Park	141	1	13.5	\$7.05
UG Park	142	1	13.5	\$7.05
UG Park	143	1	13.5	\$7.05
UG Park	144	1	13.5	\$7.05
UG Park	145	1	13.5	\$7.05
UG Park	146	1	13.5	\$7.05
UG Park	147	1	13.5	\$7.05
UG Park	148	1	13.5	\$7.05
UG Park	149	1	13.5	\$7.05
UG Park	150	1	15.3	\$7.05
UG Park	151	1	13.5	\$7.05
UG Park	152	1	13.5	\$7.05
UG Park	153	1	13.5	\$7.05
UG Park	154	1	13.5	\$7.05
UG Park	155	1	13.5	\$7.05
UG Park	156	1	13.5	\$7.05
UG Park	157	1	13.5	\$7.05
UG Park	158	1	13.5	\$7.05
UG Park	159	1	13.5	\$7.05
UG Park	160	1	13.5	\$7.05
UG Park	161	1	13.5	\$7.05
UG Park	162	1	13.5	\$7.05
UG Park	163	1	13.5	\$7.05
UG Park	164	1	13.5	\$7.05
UG Park	165	1	13.5	\$7.05
UG Park	166	1	13.5	\$7.05
UG Park	167	1	15.4	\$7.05
UG Park	168	1	13.5	\$7.05
UG Park	169	1	13.5	\$7.05
UG Park	170	1	13.5	\$7.05
UG Park	171	1	13.5	\$7.05
UG Park	172	1	13.5	\$7.05
UG Park	173	1	13.5	\$7.05
UG Park	174	1	13.5	\$7.05
UG Park	175	1	13.5	\$7.05
UG Park	176	1	13.5	\$7.05
UG Park	177	1	13.5	\$7.05
UG Park	178	1	15.4	\$7.05
UG Park	179	1	15.4	\$7.05
UG Park	180	1	13.5	\$7.05
UG Park	181	1	15.4	\$7.05
UG Park	182	1	13.5	\$7.05
UG Park	183	1	13.5	\$7.05
UG Park	184	1	13.5	\$7.05

Building 1
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UG Park	185	1	13.5	\$7.05
UG Park	186	1	13.5	\$7.05
UG Park	187	1	13.5	\$7.05
UG Park	188	1	13.5	\$7.05
UG Park	189	1	13.5	\$7.05
UG Park	190	1	13.5	\$7.05
UG Park	191	1	13.5	\$7.05
UG Park	192	1	13.5	\$7.05
UG Park	193	1	13.5	\$7.05
UG Park	194	1	13.5	\$7.05
UG Park	195	1	13.5	\$7.05
UG Park	196	1	13.5	\$7.05
UG Park	197	1	13.5	\$7.05
UG Park	198	1	13.5	\$7.05
UG Park	199	1	13.5	\$7.05
UG Park	200	1	13.5	\$7.05
UG Park	201	1	13.5	\$7.05
UG Park	202	1	13.5	\$7.05
UG Park	203	1	13.5	\$7.05
UG Park	204	1	15.2	\$7.05
UG Park	205	1	13.5	\$7.05
UG Park	206	1	13.5	\$7.05
UG Park	207	1	13.5	\$7.05
UG Park	208	1	13.5	\$7.05
UG Park	209	1	13.5	\$7.05
UG Park	210	1	13.5	\$7.05
UG Park	211	1	13.5	\$7.05
UG Park	212	1	13.5	\$7.05
UG Park	213	1	13.5	\$7.05
UG Park	214	1	13.5	\$7.05
UG Park	215	1	13.5	\$7.05
UG Park	216	1	13.5	\$7.05
104	217	35	50.6	\$246.63
102	218	62	90.3	\$436.88
101	219	31	43.8	\$218.44
103	220	61	88.0	\$429.83
105	221	35	50.6	\$246.63
106	222	41	59.2	\$288.90
108	223	52	75.2	\$366.41
109	224	62	88.4	\$436.88
110	225	32	47.0	\$225.49
112	226	41	58.5	\$288.90
114	227	42	61.3	\$295.95
113	228	31	43.9	\$218.44
111	229	44	63.8	\$310.04
107	230	41	58.8	\$288.90
204	231	59	84.9	\$415.74

Building 1	202	232	62	89.9	\$436.88
Building 1	201	233	30	43.6	\$211.39
Building 1	203	234	61	87.5	\$429.83
Building 1	205	235	35	50.2	\$246.63
Building 1	206	236	35	50.1	\$246.63
Building 1	207	237	41	58.6	\$288.90
Building 1	209	238	52	75.0	\$366.41
Building 1	210	239	61	87.4	\$429.83
Building 1	211	240	48	68.8	\$338.23
Building 1	212	241	32	46.2	\$225.49
Building 1	214	242	41	58.4	\$288.90
Building 1	217	243	48	68.3	\$338.23
Building 1	216	244	61	87.4	\$429.83
Building 1	215	245	30	43.7	\$211.39
Building 1	213	246	44	63.0	\$310.04
Building 1	208	247	41	58.4	\$288.90
Building 1	304	248	59	84.9	\$415.74
Building 1	302	249	62	89.8	\$436.88
Building 1	301	250	30	43.6	\$211.39
Building 1	303	251	61	87.6	\$429.83
Building 1	305	252	35	50.1	\$246.63
Building 1	306	253	35	50.0	\$246.63
Building 1	307	254	41	58.6	\$288.90
Building 1	309	255	52	75.0	\$366.41
Building 1	310	256	61	87.5	\$429.83
Building 1	311	257	48	68.9	\$338.23
Building 1	312	258	32	46.3	\$225.49
Building 1	314	259	41	58.5	\$288.90
Building 1	317	260	48	68.3	\$338.23
Building 1	316	261	61	87.4	\$429.83
Building 1	315	262	31	43.8	\$218.44
Building 1	313	263	44	63.1	\$310.04
Building 1	308	264	41	58.4	\$288.90
Building 1	404	265	59	84.8	\$415.74
Building 1	402	266	62	89.7	\$436.88
Building 1	401	267	30	43.5	\$211.39
Building 1	403	268	62	89.7	\$436.88
Building 1	405	269	35	49.9	\$246.63
Building 1	406	270	35	49.9	\$246.63
Building 1	407	271	41	58.5	\$288.90
Building 1	409	272	52	75.0	\$366.41
Building 1	410	273	62	89.6	\$436.88
Building 1	411	274	48	68.9	\$338.23
Building 1	412	275	32	46.2	\$225.49
Building 1	414	276	41	58.6	\$288.90
Building 1	417	277	48	68.2	\$338.23
Building 1	416	278	61	87.4	\$429.83

Building 1	415	279	30	43.6	\$211.39
Building 1	413	280	44	62.9	\$310.04
Building 1	408	281	41	58.3	\$288.90
Building 1	504	282	59	84.8	\$415.74
Building 1	502	283	62	89.7	\$436.88
Building 1	501	284	30	43.6	\$211.39
Building 1	503	285	62	89.6	\$436.88
Building 1	505	286	35	50.1	\$246.63
Building 1	506	287	35	49.9	\$246.63
Building 1	507	288	41	58.4	\$288.90
Building 1	509	289	52	74.9	\$366.41
Building 1	510	290	62	89.6	\$436.88
Building 1	511	291	48	68.9	\$338.23
Building 1	512	292	32	46.3	\$225.49
Building 1	514	293	41	58.6	\$288.90
Building 1	517	294	48	68.2	\$338.23
Building 1	516	295	61	87.4	\$429.83
Building 1	515	296	30	43.6	\$211.39
Building 1	513	297	44	62.9	\$310.04
Building 1	508	298	41	58.3	\$288.90
Building 1	604	299	58	82.9	\$408.69
Building 1	602	300	62	89.9	\$436.88
Building 1	601	301	30	43.6	\$211.39
Building 1	603	302	61	87.5	\$429.83
Building 1	605	303	35	50.1	\$246.63
Building 1	606	304	35	50.0	\$246.63
Building 1	607	305	41	58.5	\$288.90
Building 1	609	306	52	75.0	\$366.41
Building 1	610	307	61	87.4	\$429.83
Building 1	611	308	48	68.9	\$338.23
Building 1	612	309	32	46.3	\$225.49
Building 1	614	310	41	58.5	\$288.90
Building 1	617	311	48	68.3	\$338.23
Building 1	616	312	61	87.4	\$429.83
Building 1	615	313	30	43.7	\$211.39
Building 1	613	314	44	63.0	\$310.04
Building 1	608	315	41	58.6	\$288.90
Building 1	Storage	316	1	1.4	\$7.05
Building 1	Storage	317	1	1.4	\$7.05
Building 1	Storage	318	1	1.4	\$7.05
Building 1	Storage	319	1	1.4	\$7.05
Building 1	Storage	320	1	1.4	\$7.05
Building 1	Storage	321	1	1.4	\$7.05
Building 1	Storage	322	1	1.1	\$7.05
Building 1	Storage	323	1	1.4	\$7.05
Building 1	Storage	324	1	1.4	\$7.05
Building 1	Storage	325	1	1.4	\$7.05

Building 1	Storage	326	1	1.4	\$7.05
Building 1	Storage	327	1	1.4	\$7.05
Building 1	Storage	328	1	1.4	\$7.05
Building 1	Storage	329	1	1.4	\$7.05
Building 1	Storage	330	1	1.4	\$7.05
Building 1	Storage	331	1	1.4	\$7.05
Building 1	Storage	332	1	1.1	\$7.05
Building 1	Storage	333	1	1.4	\$7.05
Building 1	Storage	334	1	1.4	\$7.05
Building 1	Storage	335	1	1.4	\$7.05
Building 1	Storage	336	1	1.4	\$7.05
Building 1	Storage	337	1	1.4	\$7.05
Building 1	Storage	338	1	1.4	\$7.05
Building 1	Storage	339	1	1.1	\$7.05
Building 1	Storage	340	1	1.4	\$7.05
Building 1	Storage	341	1	1.4	\$7.05
Building 1	Storage	342	1	1.4	\$7.05
Building 1	Storage	343	1	1.4	\$7.05
Building 1	Storage	344	1	1.4	\$7.05
Building 1	Storage	345	1	1.3	\$7.05
Building 1	Storage	346	1	1.4	\$7.05
Building 1	Storage	347	1	1.4	\$7.05
Building 1	Storage	348	1	1.4	\$7.05
Building 1	Storage	349	1	1.1	\$7.05
Building 1	Storage	350	1	1.4	\$7.05
Building 1	Storage	351	1	1.4	\$7.05
Building 1	Storage	352	1	1.4	\$7.05
Building 1	Storage	353	1	1.4	\$7.05
Building 1	Storage	354	1	1.4	\$7.05
Building 1	Storage	355	1	1.4	\$7.05
Building 1	Storage	356	1	1.4	\$7.05
Building 1	Storage	357	1	1.4	\$7.05
Building 1	Storage	358	1	1.4	\$7.05
Building 1	Storage	359	1	1.4	\$7.05
Building 1	Storage	360	1	1.4	\$7.05
Building 1	Storage	361	1	1.4	\$7.05
Building 1	Storage	362	1	1.4	\$7.05
U/G Parkade	Storage	363	1	10.6	\$7.05
U/G Parkade	Storage	364	1	12.7	\$7.05
U/G Parkade	Storage	365	1	10.6	\$7.05
U/G Parkade	Storage	366	1	12.7	\$7.05
	Bld 2 big shell	367	5191	1505.0	\$36,578.08
	Bld 2 common	368	1	1335.2	\$7.05
Building 2	112	369	44	62.9	\$310.04
Building 2	114	370	35	49.8	\$246.63
Building 2	116	371	62	89.3	\$436.88

Building 2	117	372	30	43.5	\$211.39
Building 2	115	373	41	58.3	\$288.90
Building 2	113	374	41	58.3	\$288.90
Building 2	111	375	35	49.8	\$246.63
Building 2	110	376	41	58.3	\$288.90
Building 2	109	377	61	87.0	\$429.83
Building 2	108	378	52	74.7	\$366.41
Building 2	106	379	35	49.8	\$246.63
Building 2	104	380	41	58.2	\$288.90
Building 2	103	381	61	87.3	\$429.83
Building 2	101	382	30	43.0	\$211.39
Building 2	102	383	62	89.8	\$436.88
Building 2	105	384	35	50.1	\$246.63
Building 2	107	385	40	57.8	\$281.86
Building 2	213	386	44	62.9	\$310.04
Building 2	215	387	40	56.9	\$281.86
Building 2	219	388	62	89.3	\$436.88
Building 2	218	389	30	43.3	\$211.39
Building 2	217	390	62	89.6	\$436.88
Building 2	216	391	41	58.2	\$288.90
Building 2	214	392	41	58.4	\$288.90
Building 2	212	393	35	49.7	\$246.63
Building 2	211	394	41	58.2	\$288.90
Building 2	210	395	61	87.0	\$429.83
Building 2	209	396	52	74.7	\$366.41
Building 2	207	397	35	49.8	\$246.63
Building 2	206	398	42	59.6	\$295.95
Building 2	204	399	41	58.2	\$288.90
Building 2	203	400	61	87.3	\$429.83
Building 2	201	401	30	43.0	\$211.39
Building 2	202	402	62	89.5	\$436.88
Building 2	205	403	56	82.2	\$394.60
Building 2	208	404	40	57.8	\$281.86
Building 2	313	405	44	62.9	\$310.04
Building 2	315	406	40	56.9	\$281.86
Building 2	319	407	64	91.5	\$450.97
Building 2	318	408	30	43.3	\$211.39
Building 2	317	409	64	91.7	\$450.97
Building 2	316	410	41	58.2	\$288.90
Building 2	314	411	41	58.2	\$288.90
Building 2	312	412	35	49.8	\$246.63
Building 2	311	413	41	58.2	\$288.90
Building 2	310	414	62	89.2	\$436.88
Building 2	309	415	53	76.5	\$373.46
Building 2	307	416	35	49.8	\$246.63
Building 2	306	417	42	59.6	\$295.95
Building 2	304	418	41	58.2	\$288.90

Building 2	303	419	61	87.4	\$429.83
Building 2	301	420	30	43.0	\$211.39
Building 2	302	421	62	89.5	\$436.88
Building 2	305	422	58	82.5	\$408.69
Building 2	308	423	40	57.8	\$281.86
Building 2	413	424	44	62.9	\$310.04
Building 2	415	425	40	56.9	\$281.86
Building 2	419	426	64	91.5	\$450.97
Building 2	418	427	30	43.3	\$211.39
Building 2	417	428	64	91.7	\$450.97
Building 2	416	429	41	58.2	\$288.90
Building 2	414	430	41	58.2	\$288.90
Building 2	412	431	35	49.8	\$246.63
Building 2	411	432	41	58.2	\$288.90
Building 2	410	433	62	89.2	\$436.88
Building 2	409	434	53	76.5	\$373.46
Building 2	407	435	35	49.8	\$246.63
Building 2	406	436	42	59.6	\$295.95
Building 2	404	437	41	58.2	\$288.90
Building 2	403	438	61	87.3	\$429.83
Building 2	401	439	30	43.0	\$211.39
Building 2	402	440	62	89.5	\$436.88
Building 2	405	441	58	82.5	\$408.69
Building 2	408	442	40	57.8	\$281.86
Building 2	513	443	44	62.9	\$310.04
Building 2	515	444	40	56.9	\$281.86
Building 2	519	445	64	91.5	\$450.97
Building 2	518	446	30	43.3	\$211.39
Building 2	517	447	64	91.7	\$450.97
Building 2	516	448	41	58.2	\$288.90
Building 2	514	449	41	58.2	\$288.90
Building 2	512	450	35	49.8	\$246.63
Building 2	511	451	41	58.2	\$288.90
Building 2	510	452	62	89.2	\$436.88
Building 2	509	453	53	76.5	\$373.46
Building 2	507	454	35	49.8	\$246.63
Building 2	506	455	42	59.6	\$295.95
Building 2	504	456	41	58.2	\$288.90
Building 2	503	457	61	87.3	\$429.83
Building 2	501	458	30	43.0	\$211.39
Building 2	502	459	62	89.5	\$436.88
Building 2	505	460	58	82.5	\$408.69
Building 2	508	461	40	57.8	\$281.86
Building 2	613	462	44	62.9	\$310.04
Building 2	615	463	40	56.9	\$281.86
Building 2	619	464	62	89.3	\$436.88
Building 2	618	465	30	43.3	\$211.39

Building 2	617	466	62	89.6	\$436.88
Building 2	616	467	41	58.2	\$288.90
Building 2	614	468	41	58.2	\$288.90
Building 2	612	469	35	49.8	\$246.63
Building 2	611	470	41	58.2	\$288.90
Building 2	610	471	61	87.0	\$429.83
Building 2	609	472	52	74.7	\$366.41
Building 2	607	473	35	49.8	\$246.63
Building 2	606	474	42	59.6	\$295.95
Building 2	604	475	41	58.2	\$288.90
Building 2	603	476	61	87.3	\$429.83
Building 2	601	477	30	43.0	\$211.39
Building 2	602	478	62	89.5	\$436.88
Building 2	605	479	58	82.5	\$408.69
Building 2	608	480	40	57.8	\$281.86
Building 2	Storage	481	1	1.4	\$7.05
Building 2	Storage	482	1	1.4	\$7.05
Building 2	Storage	483	1	1.4	\$7.05
Building 2	Storage	484	1	1.4	\$7.05
Building 2	Storage	485	1	1.4	\$7.05
Building 2	Storage	486	1	1.4	\$7.05
Building 2	Storage	487	1	1.4	\$7.05
Building 2	Storage	488	1	1.4	\$7.05
Building 2	Storage	489	1	1.4	\$7.05
Building 2	Storage	490	1	1.4	\$7.05
Building 2	Storage	491	1	1.4	\$7.05
Building 2	Storage	492	1	1.4	\$7.05
Building 2	Storage	493	1	1.4	\$7.05
Building 2	Storage	494	1	1.4	\$7.05
Building 2	Storage	495	1	1.4	\$7.05
Building 2	Storage	496	1	1.4	\$7.05
Building 2	Storage	497	1	1.4	\$7.05
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Building 2	Storage	502	1	1.4	\$7.05
Building 2	Storage	503	1	1.4	\$7.05
Building 2	Storage	504	1	1.4	\$7.05
Building 2	Storage	505	1	1.4	\$7.05
Building 2	Storage	506	1	1.4	\$7.05
Building 2	Storage	507	1	1.4	\$7.05
Building 2	Storage	508	1	1.4	\$7.05
Building 2	Storage	509	1	1.4	\$7.05
Building 2	Storage	510	1	1.4	\$7.05
Building 2	Storage	511	1	1.4	\$7.05
Building 2	Storage	512	1	1.4	\$7.05

Building 2	Storage	513	1	1.4	\$7.05
Building 2	Storage	514	1	1.4	\$7.05
Building 2	Storage	515	1	1.4	\$7.05
Building 2	Storage	516	1	1.4	\$7.05
Building 2	Storage	517	1	1.4	\$7.05
Building 2	Storage	517	1	1.4	\$7.05

Res Area	13863.925
Total UF	10000
parking/storage	327
Available UF	9673

Budget 845573.0

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

101067649

ORDER NUMBER: 43257393

ADVISORY

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**ENCUMBRANCE
TO SECURE ANNUITY
PURSUANT TO THE "LAND TITLES ACT"**

WHEREAS Canada Lands Company CLC Limited, a federal corporation, with offices at Building K4, 3951 Trasimene Crescent S.W., Calgary, Alberta T3E 7J6 (hereinafter called the "Developer"), is the registered owner of an estate in fee simple subject to such registered encumbrances, liens and interests, if any, in the parcels of land legally described in Schedule "A" attached hereto (each such parcel and any parcel which may be hereafter subdivided therefrom and any condominium unit described in a title created upon the registration of a condominium plan in respect of one or more Lots is hereinafter separately referred to as a "Lot" or collectively as the "Lots");

AND WHEREAS the Developer wishes each of the Lots to be subject to a rent charge and annuity for the benefit of the Developer and 1520470 Alberta Ltd. (collectively, the "Encumbrancer") and its successors and assigns, c/o Stikeman Elliott LLP, 4300, 888 - 3rd Street SW, Calgary, Alberta T2P 5C5;

NOW THEREFORE the Developer does hereby separately charge and encumber its fee simple interest in each of the Lots for the benefit of the Encumbrancer and its successors and assigns with a rent charge and annuity of Fifty (\$50.00) Dollars per Lot (the "Annuity") for each calendar year commencing on the first anniversary of the date of this Encumbrance;

IN CONSIDERATION of the Developer's covenants hereinafter set out, the Encumbrancer covenants with the Developer and each registered owner of a Lot from time to time (each of which, including the Developer if applicable, being an "Owner" and all of which, including the Developer if applicable, being the "Owners") and with each mortgagee under a mortgage granted or made pursuant to the *National Housing Act* (Canada), or any Act enacted in substitution therefor, that the obligation to pay the Annuity is hereby suspended in respect of a Lot and shall abate for the period as such Lot may be owned by the mortgagee or by Canada Mortgage and Housing Corporation pursuant to a claim against it under a mortgage insurance policy issued under the *National Housing Act* (Canada) or any Act enacted in substitution therefor.

AND THE PARTIES DO HEREBY COVENANT, ACNOWLEDGE AND AGREE AS FOLLOWS:

1. This Encumbrance may be freely transferred by the Encumbrancer to a society, corporation or other entity (the "Association") formed for purposes of assuming or undertaking responsibility for the repair and maintenance of all or a portion of the public amenities now or hereafter constructed or installed within or in the vicinity of the lands legally described in Schedule "B" attached hereto including, without limitation, entrance features, commemorative elements, fencing, landscaping and playground equipment. Further, the interest of 1520470 Alberta Ltd. under this Encumbrance may be freely transferred by 1520470 Alberta Ltd. to the Developer or to any other person.

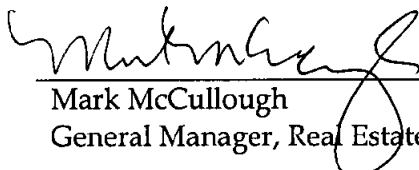
2. The obligation to pay the Annuity is hereby suspended and the amount thereof shall abate until such time as this Encumbrance has been transferred to the Association and the Association provides notice in writing to the Owners of its intention to collect the Annuity or a part thereof in accordance with the bylaws of the Association, as amended, restated or replaced from time to time (the "Bylaws"). Further, and notwithstanding anything set forth in this Encumbrance, the Annuity in respect to a Lot shall not be payable for so long as the Developer is the registered owner of such Lot.
3. The consideration for the granting of this Encumbrance and for the covenant to pay the Annuity is the benefit to the Owners and the Lots of each of the Lots being subject to this Encumbrance and any services, duties or responsibilities assumed or undertaken (or to be assumed or undertaken) from time to time by the Association in accordance with its Bylaws.
4. The Annuity is payable in advance to the Association at the address for the Association (or to another address the Association designates in writing) on or before the 1st day of January of each calendar year. In the event that the Annuity is payable in respect of a period of less than 365 days, a pro rata calculation of the amount payable shall be made on a per diem basis based upon a calendar year of 365 days and shall be payable within thirty (30) days following such determination.
5. Each Owner shall pay the Annuity at the time and in the manner set forth in paragraph 4 without deduction and shall pay any fines imposed against the Owner by the Association in respect of any default in the payment of such amounts when due. Any amount due but unpaid shall bear interest at the rate of eighteen (18%) percent per annum, calculated half-yearly not in advance, the payment of the Annuity and such interest and any other amounts payable by an Owner to the Association being secured by these presents.
6. The Association may, from time to time, in accordance with its Bylaws and upon notice in writing to the Owners, increase or decrease the Annuity.
7. The registered owner of a Lot encumbered by this Encumbrance shall, at the request of the holder hereof, grant an encumbrance to be registered in replacement of this Encumbrance, which encumbrance shall be in a form approved by the Association, provided that the maximum amount which may be secured by such encumbrance shall not exceed the amount of the Annuity provided for and adjusted as set forth herein.
8. Each Owner shall pay to the Association concurrently with the Annuity all taxes, whether federal, provincial or municipal, that may be levied on or in respect of the payments required hereunder and the amount of all such taxes shall form part of the rent charge secured hereby.
9. The holder of this Encumbrance is hereby granted the right of distress together with all powers and remedies of an encumbrancee under the *Land Titles Act* (Alberta) and the *Law of Property Act* (Alberta).

10. Any notice to be given to an Owner in respect to this Encumbrance may be delivered to the Owner's address, forwarded by ordinary mail addressed to the Owner at the civic address of the applicable Lot or given as may be otherwise provided for in the Bylaws. Any such notice so given shall be deemed to have been received by such Owner when delivered or three (3) business days following the letter being deposited, postage prepaid, in a post office or letter box or as otherwise provided in the Bylaws.
11. If any provision of this Encumbrance is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Encumbrance shall not be affected thereby and each provision shall be enforced to the fullest extent permitted by law.
12. All legal costs (on a solicitor and his own client basis) and taxable court costs incurred in connection with the enforcement of this Encumbrance, together with any interest, are secured hereby and shall constitute a charge on the Lots.
13. The covenants, provisos, conditions and agreements contained herein which import the singular number shall be read, construed and applied to each and every Owner, male or female, and to his or her executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and in the case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint.
14. Subject to paragraph 15 hereof, this Encumbrance shall enure to the benefit of the holder hereof and its successors and assigns and shall be binding upon each Owner and such Owner's executors, administrators, successors, assigns and successors in title.
15. The covenants and obligations on the part of an Owner set forth in this Encumbrance in respect of a Lot shall only bind such Owner while such Owner is the registered owner of such Lot, and no action for damages for any default or breach of any of such covenants and obligations shall lie against such Owner in respect of any default or breach occurring or which occurred at any other time. This paragraph 15 shall constitute an absolute defence to any action brought in contravention of this paragraph 15 and may be pleaded as such.
16. No Owner shall negate the implied covenants and conditions contained in Section 58(1) of the *Land Titles Act* (Alberta), it being agreed that this Encumbrance shall run with the Lots, binding the Lots and each and every part thereof, and each successor in title from time to time.
17. This Encumbrance may be discharged by the holder hereof without the consent of the Owners.

IN WITNESS WHEREOF this Encumbrance is dated as of the 26th day of February, 2010.


CANADA LANDS COMPANY CLC LIMITED

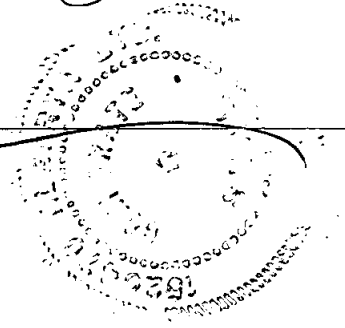
Per:



Mark McCullough
General Manager, Real Estate, Calgary

1520470 ALBERTA LTD.

Per:


Michael B. Witt
President




WITNESS - LINDA HACKMAN.

SCHEDULE "A"

PLAN 1010457

BLOCK 1

/ LOTS 1 TO 3 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 3

/ LOTS 1 TO 10 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 4

/ LOTS 1 TO 35 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 5

/ LOTS 1 TO 10 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 7

/ LOTS 1 TO 8 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 8

/ LOTS 1 TO 26 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 9

/ LOTS 1 TO 25 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 10

/ LOTS 1 TO 15 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1010457

BLOCK 11

/ LOTS 1 TO 14 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0914430

BLOCK 1

LOT 2

CONTAINING 78.64 HECTARES (194.32 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
SUBDIVISION	1010457	13.18	34.15	

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

PLAN 0914430

BLOCK 1

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONTAINING 78.64 HECTARES (194.32 ACRES) MORE OR LESS

FORM 31
LAND TITLES ACT (Alberta)
AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, LINDA HACKMAN, of Calgary, in the Province of Alberta, make oath and say:

1. I was personally present and did see Mark McCullough who is known to me to be the person named in the within instrument, duly sign the instrument.
2. The instrument was signed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years.

SWORN BEFORE ME in Calgary, in the)
Province of Alberta this 1 day of)
MARCH, 2010.)

Cynthia Joan Kimura)
A Commissioner of Oaths in and for the)
Province of Alberta)

[Signature]

CYNTHIA JOAN KIMURA
A Commissioner for Oaths in and for the
Province of Alberta
My Commission Expires MAY 9, 2012

FORM 31.1
LAND TITLES ACT (Alberta)
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Mark McCullough, of Calgary, in the Province of Alberta, make oath and say:

1. I am an officer of Canada Lands Company CLC Limited named in the within instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME in Calgary, in the)
Province of Alberta this 1 day of)
MARCH, 2010.)

Cynthia Joan Kimura)
A Commissioner of Oaths in and for the)
Province of Alberta)

[Signature]
Mark McCullough

CYNTHIA JOAN KIMURA
A Commissioner for Oaths in and for the
Province of Alberta
My Commission Expires MAY 9, 2012

Currie Barracks Residents' Association
Encumbrance

ENCUMBRANCE

RE: CURRIE BARRACKS RESIDENTS'
ASSOCIATION ENCUMBRANCE

STIKEMAN ELLIOTT LLP
Barristers and Solicitors
4300 Bankers Hall West
888 - 3rd Street S.W.
Calgary, Alberta
T2P 5C5

File No.: 051266.1065



101067649

101067649 REGISTERED 2010 03 08
ENCU - ENCUMBRANCE
DOC 1 OF 21 DRR#: D01774C ADR/PPITMAN
LINC/S: 0034215039 +



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 567 740 1912514;14;3 221 103 512

LEGAL DESCRIPTION

PLAN 1912514
BLOCK 14
LOT 3
CONTAINING 0.715 HECTARES (1.77 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;24;6;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 201 030 261

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
221 103 512	17/05/2022	TRANSFER OF LAND	\$5,500,000	\$5,500,000

OWNERS

ROHIT AT CURRIE BARRACKS LTD.
OF 550-91 STREET SW
EDMONTON
ALBERTA T6X 0V1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
161 240 817	11/10/2016	CAVEAT RE : EASEMENT
191 258 150	19/12/2019	CAVEAT RE : RESTRICTIVE COVENANT
211 236 873	26/11/2021	RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

221 103 512

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

221 103 511 17/05/2022 ENCUMBRANCE
ENCUMBRANCEE - CANADA LANDS COMPANY CLC LIMITED.
ENCUMBRANCEE - 1520470 ALBERTA LTD.
BOTH OF:
C/O STIKEMAN ELLIOT LLP
4300,888-3 STREET SW
CALGARY
ALBERTA T2P5C5

221 103 513 17/05/2022 CAVEAT
RE : RESTRICTIVE COVENANT

221 103 514 17/05/2022 CAVEAT
RE : OFFER TO PURCHASE
CAVEATOR - CANADA LANDS COMPANY CLC LIMITED.
ATTN DIRECTOR REAL ESTATE
BUILDING K4, 3951 TRASIMENE CRESCENT SW
CALGARY
ALBERTA T3E7J6
AGENT - MEAGHAN ALBRECHT

221 103 515 17/05/2022 CAVEAT
RE : EASEMENT AND RESTRICTIVE COVENANT

TOTAL INSTRUMENTS: 007

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D0034W1	27/04/2022	IBI GROUP GEOMATICS (CANADA) INC. 403-270-5600 CUSTOMER FILE NUMBER: 13662-213	
005		UTILITY RIGHT OF WAY	0038 567 740
006		UTILITY RIGHT OF WAY	0038 567 740
007		UTILITY RIGHT OF WAY	0038 567 740

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MAY,
2022 AT 08:52 A.M.

ORDER NUMBER: 44514127

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

CONDOMINIUM MANAGEMENT AGREEMENT (the "Agreement")

THIS AGREEMENT made this [] day of [] A.D. 202[]

BETWEEN:

Condominium Corporation No. 2411591

a condominium corporation duly constituted pursuant to the
Condominium Property Act

(hereinafter called the "**Corporation**")

OF THE FIRST PART

AND

EMERALD MANAGEMENT & REALTY LTD., a body corporate
with an office at the City of Calgary, in the
Province of Alberta

(hereinafter called the "**Manager**")

OF THE SECOND PART

WHEREAS the Corporation, pursuant to the *Condominium Property Act*, R.S.A. 2000, c. C-22 and the Regulations thereto, as may be amended from time to time, collectively the "**Act**", is responsible for the enforcement of its bylaws (the "**Bylaws**"), and the control, management and administration of its real and personal property, common property and managed property located at municipal address **330 Dieppe Drive SW, Calgary, AB T3E 8B9**, consisting of 211 units and commonly known as **The Quesnay at Currie Barracks Condominium** (referred to hereafter as the "**Lands**");

AND WHEREAS the Corporation, under its Bylaws and the Act is authorized to employ and hire such agents, including a property manager or property management company as its Board of Directors ("**Board**") thinks fit in connection with the control, management, and administration of the Lands, and in the exercise and performance its powers and duties in accordance with its Bylaws and the Act;

AND WHEREAS the Manager has agreed to render management services to the Corporation for the remuneration and subject to the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the parties agree as follows:

1. The Corporation hereby employs the Manager exclusively to manage the Lands for a period of one (1) year effective the **1st day of _____, 202____ and ending on the ____day of _____, 20____** (the “**Initial Term**”) and thereafter for yearly periods (“**Renewal Term**”) from time to time unless on or before sixty (60) days prior to the expiration of the Initial Term or any Renewal Term either party hereto shall notify the other in writing it elects to terminate this Agreement at the end of the said period, SUBJECT TO earlier termination as hereinafter provided.

2. The Corporation hereby grants the Manager such authority and power as the Manager may reasonably require in the performance of its obligations under this Agreement, subject to the overall direction and control of the Corporation. The Manager agrees to manage the Lands to the extent, for the period and upon the terms and conditions herein provided. Particularly, the Manager agrees to diligently and honestly perform the following services in the name and on behalf of the Corporation:

(a) The Manager shall collect and receive in trust on behalf of the Corporation all monthly assessments, levies, contributions and any other charges and assessments due to the Corporation from person(s) registered as the owner of the fee simple estate in a unit (“**Unit Owner**” or “**Unit Owners**”) in the Corporation for the operation and maintenance of the Lands. including any special levies, and contingency, repair and replacement reserve funds included therein or relating thereto.

While the Manager shall make a good faith effort to collect such amounts, the Manager shall not be responsible for collection of delinquent assessments or other charges except that the Manager shall send an email or notices to defaulting Unit Owners of the arrears or delinquency. For steps required to collect such sums, the Manager may charge to the delinquent Unit Owner additional amounts incurred in collecting the arrears. The Corporation agrees that all service charges received for dealing with NSF returned cheques, auto-debit transactions, credit card payments and transactions, money transfers, or late charges will accrue to the benefit of the Manager.

(b) In addition to charging interest on unpaid arrears as authorized in the Bylaws, the Manager, as agent for the Corporation, may recover from defaulting Unit Owners the costs incurred in preparing, registering and discharging any Caveat filed by the Manager on behalf of the Corporation and may similarly recover

from defaulting Unit Owners any other reasonable costs incurred by the Manager or the Corporation in protecting and securing the position and interests of the Corporation.

The Corporation hereby authorizes the Manager, as its agent, to charge such interest and costs in accordance with the Act, and represents that the Bylaws grant the Corporation the power to collect such interest and costs, in so far as is permitted by the Act.

(c) The Corporation and the Manager agree that, pursuant to the Act, all funds received by the Manager on behalf of the Corporation shall:

- (i) not at any time be commingled with funds of the Manager or any other condominium corporation;
- (ii) be deposited into separate operating and reserve trust accounts in the name of the Corporation;
- (iii) be maintained in trust where required by the Act or the *Real Estate Act*, for the sole benefit of the Corporation; and
- (iv) be dealt with by way of a separate accounting records and trust ledgers, with such records and ledgers to be available for review by the Board within seven (7) business days of their written request.

(d) The Manager shall maintain records showing all its receipts and expenditures relating to the Lands in accordance with generally accepted accounting principles and shall promptly submit to the Corporation a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the Manager's account for the Corporation on or before the last day of the following month. Any disputed charges must be brought to the attention of the Manager in writing within fifteen (15) days of receipt of the statement. If the Board fails to dispute a charge within this time frame, it will be considered undisputed;

(e) Sixty (60) days prior to the expiration of the then current fiscal year of the Corporation, the Manager shall prepare and submit to the Corporation a recommended budget for the operation and management of the Condominium for the next fiscal year showing anticipated receipts and expenditures for such year and assist the Corporation in determining the appropriate amount of assessments, levies or contributions to be paid by each Unit Owner for common expenses in the manner provided for as required by the Act and the Bylaws and recommend such revisions thereto as may from time to time be appropriate. The manager shall arrange for distribution of such budgets to the Unit Owners as required by the Act and Bylaws.

(f) Any audit required by the Corporation shall be prepared at the Corporation's expense by accountants of its selection. The Corporation agrees that the right to audit must be exercised within twenty-four (24) months from the end of each fiscal year, otherwise the audit shall not be used to the prejudice of the Manager and items will no longer be subject to question.

(g) Subject to the provisions of and any restrictions contained in the Bylaws and at the direction and at the expense of the Corporation, the Manager shall cause the Lands to be maintained according to reasonable standards of maintenance consistent with their character, age, size and location, including arranging:

- (i) the cleaning, painting and such other regular maintenance and repair work, including replacement and renewal where reasonably necessary, those parts of the building(s) in the Condominium constituting common property or managed property, or which the Corporation is obliged to maintain, including, without restricting the generality of the foregoing, any recreational facilities and amenities and all parking areas as may be necessary or as directed by the Corporation;
- (ii) the maintenance of lawns, flower beds, shrubs and trees, i.e. mowing, cutting, trimming, pruning, cultivating, fertilizing, watering and aerating as may be reasonably required;
- (iii) spring and fall clean-ups; and
- (iv) the clearing of snow, slush, and debris from and maintaining the common and managed driveways, parking areas and walkways, in accordance with the requirements of the Bylaws and the Corporation's insurer.

(h) On the basis of the budget previously approved by the Corporation, the Manager shall negotiate agreements with, supervise and discharge all necessary personnel required to physically maintain and operate the Lands. Any "on-site" personnel may be employees of either the Corporation or the Manager. The Manager shall supervise all such personnel and employees. All salaries, taxes, and other expenses payable on account of such personnel or employees shall constitute common expenses of the Corporation and not expenses of the Manager.

(i) If applicable, the Manager shall execute and file all returns and other instruments and do and perform all acts required of the Corporation as an employer of any on site personnel in respect of Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the *Income Tax Act* and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time, and, in connection therewith, the Corporation agrees, upon request, to

execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals and directions.

The Corporation hereby agrees to indemnify and save harmless the Manager from any costs, expenses, or damages of any kind which the Manager may suffer or incur as a result of managing personnel on behalf of the Corporation.

(j) The Manager shall use reasonable efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to the Lands or any unit therein and if a claim or lien shall be filed in respect of such work, it shall forthwith take all responsible steps to have same removed and discharged.

(k) Subject to the direction of the Corporation, the Manager shall negotiate and execute on behalf of the Corporation contracts for water, electricity, gas and such other services for that portion of the Lands constituting common property and managed property (but not any individually metered services to units) as may be necessary or desirable. The Manager shall also purchase on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Lands. All such purchases and contracts shall be in the name of and at the expense of the Corporation. Unless otherwise disclosed by the Manager and approved in advance by the Board, the Manager shall not collect or charge any undisclosed fee, rebate or discount and if any should be received by the Manager, the same will be credited to the account of the Corporation and the Manager shall credit the Corporation with any discounts, commissions or rebates obtainable as a result of purchases made on behalf of the Corporation or in pursuance of this Agreement. With advance approval by the Board, the Manager is authorized to use its personnel to provide service and maintenance to the Corporation charged in accordance with its hourly competitive rates.

(l) The Manager shall pay from the funds it receives from the Unit Owners and the Corporation, but only to the extent thereof and in accordance with the Act, any taxes payable by the Corporation, all applicable building inspection fees, premiums on insurance policies and fidelity bonds of the Corporation, water rates and other municipal or governmental charges, and all other charges or obligations incurred by the Corporation with respect to maintenance or operation of the Lands incurred by the Manager on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by the Corporation. In the event that insufficient funds are available to pay for these outgoings, the Corporation agrees that the liability for any consequence of any manner, which result from such insufficiency, shall be entirely that of the Corporation.

(m) The Manager shall obtain insurance appraisals if and when requested by the Corporation, shall obtain suitable insurance coverage, and shall investigate, report, maintain appropriate records of, administer chargebacks for, and submit claims on behalf of the Corporation against its insurance policies as and when requested by the Corporation. The Manager agrees, to the best of its ability, to advise the Corporation of the nature and extent of insurance coverage required to be carried by the Corporation pursuant to the Act and the Bylaws, provided that the Corporation will indemnify and hold harmless the Manager in the event of any claim, suit or charge by any person or from any loss, costs or damages arising out of any claim, suit or charge by any person whomsoever relating to inadequate insurance coverage. In the event the Manager has included the Corporation's insurance policy under the Manager's master insurance policy package and related programs, and the Agreement with the Manager is terminated, the Corporation is responsible for the placement and coverage requirement on its own policy effective the termination date of the Agreement.

(n) The Manager shall keep the Corporation advised of the telephone number or numbers at which an agent or representative of the Manager may be reached at any time during normal business hours. The Manager shall also keep the Corporation advised of the telephone number at which their representative can be reached at other than normal business hours in the event of an emergency. The Manager shall report to the Corporation any major emergency or any persistent, flagrant, or serious violation of the Bylaws or any rules and regulations in force. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether an emergency exists. The Manager shall use its best efforts to deal promptly with such infractions and deal immediately with any emergency arising in connection with the maintenance and operation of the Lands which is determined as such by the Manager.

(o) The Manager shall, based on the information and documents made available to it, use reasonable efforts to keep an up-to-date record of the names and addresses of all Unit Owners and any tenant thereof of which it has knowledge. If the Corporation receives notices or notifications from registered mortgagees or other persons claiming an interest in a Unit, the Corporation shall forthwith communicate that information to the Manager. Any costs incurred in the research or verification of Unit Owner information are the responsibility of the Corporation.

(p) The Manager, on behalf of the Corporation, shall, on the application of a Unit Owner or any person authorized in writing by them, provide estoppel certificates as anticipated by the Act.

Similarly, upon the written request of an owner, purchaser or mortgagee of a unit, the Manager on behalf of the Corporation shall within ten (10) days of receiving

that request provide to the person making that request all or any of the prescribed information or documents referred to in the Act and, within ten (10) days of receipt of written notice, make available for inspection by any registered Mortgagee the minutes and records referred to in the Act.

The Manager shall, pursuant to the Act, be entitled to collect from and charge the requesting party, for its own account, a reasonable fee to compensate it for the expenses it incurs in producing and providing the certificates and other materials referred to herein on behalf of the Corporation.

(q) The Corporation shall advise the Manager of any leases or other dispositions of common property, or any part thereof made by it, and the Manager shall maintain records of such leases and dispositions.

(r) The Manager shall promptly file at the Land Titles Office any change in the name, membership, or address of a Board member, any change in the address for service of the Corporation, and within thirty (30) days from the conclusion of the Annual General Meeting, shall file a notice in the prescribed form stating the names and addresses of the members of the Board.

(s) The Manager shall assist, advise, and co-operate with the Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard.

(t) On the express direction of the Corporation and at the sole cost and expense of the Corporation, the Manager agrees, in the name of and on behalf of the Corporation, to:

- (i) commence and prosecute proceedings to recover monetary sanctions and enforce any non-monetary sanctions pursuant to the Act or Bylaws with respect to contraventions of the Act or the Bylaws;
- (ii) impose and collect deposits under the Act;
- (iii) give notices to give up possession of Units under the Act;
- (iv) make applications to the Court under s.55 and s.56 of the Act; and
- (v) to account to the Corporation for any deposits received by it hereunder and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein.

(u) The Corporation agrees that the Manager shall not be responsible for failure to perform or having performed any of the above services caused by strikes, weather events, pandemics, unavoidable casualties, or any other causes beyond the reasonable control of the Manager, except lack of finances of the Manager.

(v) The Corporation and the Manager shall periodically consult with each other with a view to revising the Bylaws and any rules and regulations to further the harmonious and satisfactory operation of the Lands for the common benefit of all Unit Owners. At the request and cost of the Corporation, the Manager agrees to forward to the Unit Owners copies of any revised Bylaws, rules, or regulations.

3. In discharging its responsibilities under Clause 2 hereof, the Manager shall not make any single expenditure nor incur any non-recurring contractual obligation exceeding Five Thousand (\$5,000.00) Dollars without the prior consent of the Corporation UNLESS such expenditure or obligation is provided for in the current budget approved by the Corporation; the Manager has obtained at least two (2) quotes, or has obtained the prior approval from the Board.

The Manager may, on behalf of the Corporation, without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the safety of the Lands or the Unit Owners and occupants thereof, or may threaten the suspension of any necessary service to the Lands, provided that no such consent shall be required to repay any loan made by the Manager pursuant to the terms of Clause 10(b) hereof.

4. The Corporation agrees to pay the Manager as compensation to it for the services to be rendered by the Manager in accordance with this Agreement the sum of \$5,300.00 per month not including GST during the term of this Agreement, subject to any variation of such compensation set out in a budget submitted by the Manager and approved by the Board of Directors. Management fees are payable in advance on the first day of each and every month during the Initial Term or Renewal Term(s).

If notice of termination is not received, the renewal rate for each Renewal Term shall increase by the greater of 2.5% of the management fee charged in the previous term or the amount of the Consumer Price Index for the City of Calgary for the year ended four months prior to the expiration date of the previous term, which amount shall be added to the management fee charged in the previous term.

5. In addition to the Management fee, the Corporation agrees to pay the Manager additional fees outlined in Schedule A for services not specifically provided for in this Agreement.

6. Notwithstanding any other provision of this Agreement, the Manager shall not be responsible for:

- (i) the completion of original developer or builder construction or the remedying thereof, or the maintenance of, or repairs to individual dwelling units or portions thereof for which the Unit Owner is responsible;
 - (ii) acting as liaison, agent or representative between the Unit Owners and the developer or builder, the Corporation, or any mortgagee of the Lands, unless the Corporation otherwise specifically authorizes the Manager to do so in writing;
 - (iii) any costs that are incurred with the collection of condominium fees, contributions, assessments, and all other collections from Unit Owners, including the time of the Manager to prepare arrears notices and all associated administration in relation to the collections and assessments; or
 - (iv) acting on or attending to in person, or acting in a capacity where peace officers, mediators or arbitrators should be involved or as acting as a third party in a complaint whereby criminal activity has taken place, is underway, or has been suspected.
- (b) The Corporation further agrees:
- (i) to indemnify, defend, and hold harmless the Manager from and against any loss, damage or injury, claims, demands, actions, liability and suits in connection with the Lands, and from all liability for damage to property and for injuries to or death of any Unit Owner, or any officer, agent, or employee of the Corporation or other person whomsoever arising from actions taken by the Manager in performance of its duties under this Agreement, except where the loss arises from the gross negligence or unlawful act of the Manager;
 - (ii) that its obligation to indemnify the Manager shall include, without limitation, payment of all costs, expenses, and legal fees incurred by the Manager in connection with any claim or suit covered by this indemnity provision. The Manager shall provide the Corporation with prompt notice of any claim or suit covered by this indemnity provision and shall cooperate with the Corporation in the defense of any such claim or suit;
 - (iii) to promptly, or within thirty (30) days', pay all expenses reasonably incurred by the Manager, including without limitation legal fees and disbursements on a full indemnity basis, to defend the Manager or the Corporation in any proceeding or suit involving an alleged violation by the Manager and the Corporation or either of them of any provision in any statute, regulation or bylaw, provided that if the

Manager shall be unduly negligent or has committed an unlawful act, the Manager shall bear the sole responsibility for legal fees and disbursements and nothing herein shall require the Manager to employ counsel to represent the Corporation in any such claim or suit;

- (iv) Each party's total liability for any claim under this Agreement, whether in contract, tort, negligence, or otherwise, shall not exceed the total fees paid by the Corporation to the Manager in the twelve (12) months preceding the claim. Notwithstanding the foregoing, claims arising from the Manager's gross negligence, fraud, or willful misconduct shall be subject to a liability cap equal to the limits of the Manager's applicable insurance coverage at the time of the claim. Neither party shall be liable for any indirect, consequential, special, or punitive damages arising out of this Agreement
- (v) In connection with the Occupiers' Liability Act, RSA0-4, the Corporation specifically acknowledges and agrees that the Manager is not in physical possession of any of the Lands, nor an Insurer or guarantor of the Lands, nor (except as the Agent authorized and directed by the Board of Directors from time to time, expressly or by implication) does the Manager have any responsibility for, or control over, the condition of the Lands, the activities conducted on those Lands or the persons allowed to enter those Lands;
- (vi) To provide the Manager with all documents and records available to the Corporation which may be required by the Manager to properly manage and operate the Lands and to perform its duties hereunder, including a summary or list, as amended from time to time, indicating the ownership, occupant and mortgagee of each unit of the Corporation;
- (vii) to provide the Manager with a copy of the Bylaws and to notify the Manager from time to time of any amendments or additions thereto;
- (viii) that nothing in this Clause is intended to release the Manager from any liability to the Corporation in respect of a breach or default of any Manager's covenants and duties owed to the Corporation under this Agreement or otherwise as agent; and
- (ix) not to provide the Manager with any instruction that may be illegal, unethical, in bad faith or impossible to comply with.

7. To the extent that the Agreement is a developer's management agreement, the provisions of section 17 of the Act apply. The Corporation may, notwithstanding anything contained in this Agreement, or a collateral management agreement, terminate this agreement at any time after its Board is comprised of persons who were elected when persons who were at arm's length from the developer owned or held units representing more than 50% of the total unit factors for all units. Notwithstanding the foregoing, this Agreement:

- (a) may not be terminated under s.17(2) of the Act without cause until one year has elapsed from the day that the Agreement was entered into, except when the Agreement permits termination at an earlier date;
- (b) may only be terminated under s.17(2) of the Act on the Corporation giving sixty (60) days written notice of its intention to terminate the Agreement; and
- (c) the Corporation is not liable to the Manager by reason only of the Agreement being terminated under s.17(2) or (3) of the Act.

8. If this is a developer's Management Agreement, the Manager shall not be obliged to ensure that the developer complies with the obligations of the Act or any other law in force in the Province of Alberta. In particular, and without limitation, the Manager shall not be responsible for:

- (a) the developer's failure to complete any unit located on the Lands or the developer's failure to complete the common property or managed property located on the Lands;
- (b) the developer's failure to build and construct the Condominium in accordance with all required laws including development permits and building permits; or
- (c) the developer's failure to deliver to the Corporation all documents and materials required by the Act in the manner prescribed by the Act.

If the Corporation desires to have the Manager communicate with and otherwise deal with the developer, then the Corporation shall enter into a separate written agreement with the Manager, which shall itemize the responsibilities and obligations of the Manager and the consideration to be paid by the Corporation for the Manager communicating and otherwise dealing with the developer.

9. The Corporation recognizes that the Manager:

- (a) is engaged in the competitive property management, condominium

management and property maintenance business;

(b) The Corporation acknowledges and agrees that the Manager operates an integrated property services business and may, in its discretion, engage its own personnel, departments, or affiliated entities (including but not limited to maintenance, cleaning, landscaping, or repair divisions) to perform work or provide services on behalf of the Corporation within the scope of this Agreement.

The Manager has disclosed such affiliations and the potential for the use of affiliated staff or contractors as part of its standard management operations, and the Corporation hereby provides its ongoing consent to such arrangements.

All such work shall be performed at rates that are competitive and reasonable in light of market conditions, and the Manager shall disclose any material profit or markup to the Board upon request.

(c) requires all vendors and contractors to be vendor certified and carry appropriate insurance coverage.

In the event the Corporation elects to contract vendors who do not hold the appropriate coverage and/or insurance, the Corporation agrees that it shall indemnify and hold harmless the Manager from any loss, costs, liability, or damages arising out of any claim, suit, payment surcharges and processing fees or charge whatsoever relating to inadequate certification or insurance, and any associated costs will be at the Corporation's sole expense.

10.

(a) The Manager agrees that all monies collected by it on behalf of the Corporation shall be deposited and kept in a trust account (where required by the Real Estate Act and/or Condominium Property Act) in a Canadian chartered bank, trust company or Alberta Treasury Branch selected by the Manager. Interest earned on the trust account will be distributed to the Corporation less an administrative fee and any costs and/or administrative expenses relating to the requirements of the *Real Estate Act*, the Real Estate Council of Alberta and the operation of the bank account, including but not limited to, the technology or platform used for the operation of the bank accounts and collecting payments. The Manager shall not be held responsible for or held accountable for the payment to the Corporation of any interest on such monies unless funds surplus to the current requirements of the Corporation are deposited in term deposits with such bank, trust company or Alberta Treasury Branch. Unless the Corporation otherwise directs the Manager shall use its discretion in obtaining such term deposits. The Manager and the Corporation acknowledge that they are aware of and will abide

by the investment limitations of section 43 of Act, and the trust money rules of section 43.1 of the Act.

(b) Subject to the Act, all expenses of operation and management may be paid from the funds the Manager receives from the Corporation pursuant to Clause 2(a) and deposited in accordance with subclause (a) hereof and the Manager is authorized to pay any amount owed to the Manager by the Corporation from such account at any time without prior notice to the Corporation. The Manager shall have no obligation to loan funds to the Corporation for any purpose whatsoever. At the request of the Corporation or should circumstances so dictate, the Manager may, at its sole option, loan funds to the Corporation. The Corporation shall pay interest on such loans at the rate of five (5%) percent over the Royal Bank of Canada commercial prime rate in Calgary. The Corporation hereby charges the Land in favour of the Manager for any such funds so expended, loaned and/or advanced.

(c) The Manager warrants and represents that all of its employees who are responsible for the safekeeping of monies of the Corporation are covered by insurance borne at the sole cost of the Manager.

(d) The Manager shall obtain recommendations from the Corporation's existing insurers regarding the placing or updating of new or existing crime coverage/fidelity bond coverage issued in the name of the Corporation, for its exclusive benefit and at its sole cost, in accordance with the Bylaws. The Manager agrees to provide all necessary information and to cooperate in all reasonable limitations imposed on the Manager or the Corporation by the terms of such bond, and to provide a confirming certificate of same to the Corporation.

11. During the Term, at its own expense, the Manager shall carry, keep in force until this Agreement is otherwise terminated, the following insurance:

Fidelity Insurance or a Comprehensive Crime insurance with a limit of not less than one million dollars (\$1,000,000) on all of the Manager's or its Affiliate's employees who from time-to-time will handle the funds of the Corporation and or in connection with the care and custody of keys and access to the Lands;

During the Term and for a minimum of two (2) years from the termination of this Agreement, Professional Liability Insurance covering financial loss arising out of an error, omission or negligent act in connection with the services performed by the Manager, its employees or agents, with a limit of not less than two million dollars (\$2,000,000) per claim, on a claims made basis and providing for full defence costs;

Commercial General Liability Insurance with a limit of not less than five million dollars (\$5,000,000) per occurrence against any claims for personal injury, death or property damage or loss for which the Manager may become liable from in or about and in connection with Manager's duties. The policy shall name the Corporation, and any other entity the Corporation may reasonably require from time to time as additional insureds and contain a standard form of cross-liability and severability of interest clause;

Cyber insurance covering liability arising from and against breach caused by hacking or viruses, unauthorized release of and/or failure to protect private personal or corporate information, theft of hardware on which data is stored, and costs to restore and/or recreate lost data with a limit of not less than one million dollars (\$1,000,000) per claim, on a claims made basis and provide for full defence costs;

The Manager shall promptly provide the Corporation with confirmation of coverage under the policies specified in section 11 above and provide certificates of insurance evidencing that the Corporation's interests are protected.

12. The Corporation shall obtain and keep in force for the duration of this Agreement insurance in accordance with the requirements of the Act and Bylaws and name as additional insured the Manager, as their interest may appear. The Corporation shall provide such insurance and furnish such insurance certificates or memoranda within thirty (30) days from the date of this Agreement.

13. In addition to the monthly compensation payable to the Manager herein, the Corporation agrees to pay to the Manager the fees outlined in Schedule A or the sum of seventy-five (\$75.00) Dollars per each hour spent by the Manager in performing any extra or additional services referred to in Clause 2 herein, site inspections, meetings and other extra or additional services not specifically provided for in this Agreement, including but not so as to limit the generality of the foregoing;

(a) the time of the Manager (and costs and disbursements) incurred in any proceedings or lawsuit involving the Corporation including the commencement and prosecution of legal proceedings pursuant to the Act and Clause 2 herein;

(b) the time of the Manager (including all costs and disbursements) incurred in any insurance negotiations or dealing with insurance claims or insurance adjusters;

(c) the time of the Manager incurred in supervising or managing any new or

replacement construction to the Lands with a value in excess of Five Thousand (\$5,000.00) Dollars;

(d) if the Manager agrees to assist the Corporation, the time of the Manager (and costs and disbursements) incurred in performing clerical services such as the preparation and circulation of notices and newsletters and general correspondence of the Corporation and in producing and providing documents required to be given by the Corporation pursuant to the Act;

(e) the time of the Manager for the preparation and implementation of a special levy, additional budgets in the same fiscal year, Bylaw revisions and special resolutions;

(f) the time of the Manager incurred in investing surplus funds of the Corporation unless such funds are deposited in an interest-bearing savings account or a special term deposit at the Bank of the Manager;

(g) the time of the Manager (and costs and disbursements) incurred by imposing and collecting deposits under s.53 of the Act, giving notices to give up possession of Units under s.54 of the Act and making applications to the Court under sections 55 and 56 of the Act;

(h) the time of the Manager (and all associated costs and disbursements) incurred in responding to or participating in any complaint, investigation, or proceeding initiated under the *Real Estate Act*, including matters before the Real Estate Council of Alberta, any provincial tribunal, or any other regulatory or administrative body, where the complaint or proceeding relates to the Manager's role in managing the Corporation, whether against the Manager, the Board or the Corporation. This also includes time spent responding to, investigating, or defending against complaints, allegations, negative public reviews, or defamatory statements made against the Manager, the Board or the Corporation, including engagement with legal counsel, public relations support, or other professional advisors as necessary; and

(i) the time of the Manager (and all associated costs and disbursements) incurred in addressing excessive or unreasonable communication from a member of the Board, Unit Owner, or other stakeholder, including when such communication exceeds normal operational inquiries or reasonable response expectations, requires escalation to senior management or executives, or disrupts the efficient management of the Corporation. The Manager and the Corporation agree to act in good faith in managing communications, ensuring that reasonable inquiries are addressed while excessive or disruptive interactions are mitigated. If deemed necessary, the Manager may request that the Corporation designate a

single point of contact for further communications with the individual.

Additionally:

(j) The Corporation agrees to pay the Manager a fee of \$10.00 per unit per annum payable on the first day of each term plus GST for the Manager's services in performing its duties within the Manager's and/or Corporation's technology platforms. The Manager may adjust the fee amount by providing the Corporation with written notice of such adjustment at least ninety (90) days prior to the effective date of the adjustment. Any such adjustment shall be reasonable and reflect current market rates for similar services. The Corporation acknowledges that there may be circumstances beyond the Manager's control that could result in a fee increase, such as changes in market conditions, tech providers, or regulatory requirements.

(k) The Corporation agrees to reimburse and pay the Manager for all photocopying, postage and/or courier fees incurred for the purpose of sending notices, letters and accounting statements to Unit Owners.

13. The Manager or an officer or employee thereof shall, at the request of the Corporation, attend six (6) Board meetings and one (1) Annual General Meeting per Term and if the Corporation requires additional or extended attendances, the Manager shall be entitled to be paid its charge out rates for such attendance which are subject to Schedule A and at the date of this agreement are as follows:

(a) One hundred (\$100.00) Dollars for the attendance of the Manager at any meeting of the Board or the Corporation between the hours of 9:00 am and 4:30 pm, weekdays;

(b) Two Hundred (\$200.00) Dollars for the attendance of the Manager at any meeting of the Board or the Corporation for a period of two (2) hours, and one (\$100.00) Dollars per hour or part thereof for any meeting in excess of two (2) hours in length between the hours of 4:30 pm and 8:00 pm, weekdays; and

(c) Three Hundred & Fifty (\$350.00) Dollars per hour, or any part thereof for any such further attendances at meetings held on a Friday, Saturday, Sunday, or Civic Holiday, or between the hours of 8:00 p.m. and 8:30 a.m., weekdays.

14. The Manager shall conduct property inspections at least twice per year and provide a written report to the Corporation detailing any problems or issues requiring attention. The report shall include recommendations for remedial action, if necessary, and an estimated timeline for completion. The frequency and scope of additional property inspections shall be based on the Manager's rates, which

shall be determined by the level and experience of the individual performing the inspection.

In such instances, the Manager shall provide the Corporation with a written proposal detailing the frequency and scope of additional inspections, along with the associated rates, for the Corporation's review and approval.

15. The Manager and the Corporation shall mutually agree on meeting dates for attending the Board and Corporation meetings. The Manager shall be given no less than one (1) weeks' notice of any upcoming meetings. The meetings may be held in person, via telephone conference, or virtual conference, and may be held on any day of the week as agreed upon by the parties.

In the event of inclement weather or other circumstances beyond the Manager's control, the Manager may participate in the meeting via telephone conference or virtual conference. The Corporation shall provide the Manager with reasonable notice of any such change in meeting format. If a meeting is cancelled or rescheduled, the Corporation shall provide the Manager with at least forty-eight (48) hours' prior written notice and shall make a good faith effort to reschedule the meeting at a mutually convenient time. If the Corporation fails to provide the Manager with the required notice of cancellation or rescheduling, the Corporation shall be responsible for paying a fee equal to one (1) hour of the Manager's time at the Manager's standard hourly rate.

16. The Corporation agrees that the Manager shall not be required to record minutes of the meetings of the Board or the Corporation. The Manager is not required to be the custodian of the official records and documents of the official records. Such records and documents shall be retained in the offices of the Manager for the duration of the agreement with the cost of storage will be paid for by the Corporation.

17. The Corporation shall, from time to time, designate one individual who shall be authorized to deal with the Manager on any matter relating to the management of the Lands. In the absence of any other designation by the Corporation, the Chairman or President of the Board shall be deemed to be the designated individual.

The Corporation and the Manager acknowledges the importance of maintaining a professional and respectful working relationship with the Manager. In instances where the designated individual or any Board member engages in conduct that is unprofessional, disrespectful, or otherwise creates a difficult working environment, the Manager may request that the Corporation designate an alternative representative. The Corporation agrees to reasonably consider such requests in

good faith to support a productive and collaborative working relationship.

The Manager also reserves the right to refuse abusive correspondence from any Unit Owner(s) or Board member and report such violations to the Board.

18. The Corporation, following turnover under section 29 of the Act, hereby authorizes the Manager to sign all cheques, drafts, instruments, and documents not required to be signed under the corporate seal of the Corporation on behalf of the Corporation without co-signing by any Board member or officer(s) of the Corporation.

19. The Manager acknowledges that it has reviewed and is aware of the provisions of the Bylaws and the Act, however the Manager is not responsible for compliance by the Corporation or by any of the Unit Owners in respect of any ordinances, laws, rules or regulations and whether municipal, provincial, federal or made by any public authority or official thereof having jurisdiction over it, except to notify the Corporation, or forward to the Corporation, any order, complaints, warnings, notices, summonses or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, the Condominium complies with all such requirements and agrees to indemnify and hold harmless the Manager, its agents, servants and employees, of and from all loss, cost, damage, expense or liability whatsoever which may be imposed on them or any of them by reason of any present or future violations or alleged violation of such laws, ordinances, rules or regulations, except where unlawfully or negligently omitted or violated by the Manager or any of its agents, servants or employees.

20. At all times the Manager shall act in the best interests of the Corporation and all information on the development and management of the Lands, or of any units or part thereof, and of the Corporation, whether financial or otherwise, shall be treated and held confidentially.

21. The Manager agrees to use its best efforts to abide by the Act and Bylaws of the Corporation as amended from time to time and each party hereto acknowledges and agrees that this Agreement is subject to the provisions of the Act and the Bylaws. The Manager agrees that it will perform its duties and obligations in a manner consistent with the Bylaws.

22. Words and expressions which have a special meaning assigned to them in the Act or the Bylaws have the same meaning in this Agreement unless a contrary intent is expressed in the Agreement.

23. This Agreement shall terminate at the end of the period specified in Clause

1, or upon any of the following events:

- (a) the insolvency, bankruptcy, or voluntary winding-up of the Manager; or
- (b) the termination of the condominium status of the Lands or the Condominium Plan.

24. Termination for Cause (with Opportunity to Cure)

(a) If either party alleges that the other is in material breach of this Agreement, the alleging party shall deliver written notice describing the breach in reasonable detail.

(b) The party receiving such notice shall have sixty (60) days from receipt of notice to cure the breach. If the breach cannot reasonably be cured within that period, the breaching party shall have such additional time as is reasonably necessary provided diligent efforts to cure are being made.

(c) If the breach is not cured within the applicable period, the alleging party may terminate this Agreement upon a further thirty (30) days' written notice.

(d) If the breach is cured within the applicable period, the notice of termination shall be of no force or effect.

25. Termination Without Cause

(a) The Corporation may terminate this Agreement without cause upon not less than sixty (60) days' written notice to the Manager.

(b) If the Corporation terminates this Agreement without cause within the first twelve (12) months of the Term, the Manager shall be entitled, as liquidated damages and not as a penalty, to an amount equal to one (1) month's management fee in addition to all fees earned to the effective date of termination.

(c) The Manager may terminate this Agreement without cause upon ninety (90) days' written notice to the Corporation.

(d) During any notice period, both parties shall continue to perform their respective obligations in good faith.

26. Dispute Resolution: The parties shall make reasonable efforts to resolve any dispute, difference, or alleged breach of this Agreement through good-faith discussions between senior representatives. If the matter is not resolved within

sixty (60) days after written notice of the dispute, either party may pursue any remedies available at law. Nothing in this clause limits either party's right to take immediate steps to protect its legal rights.

27. In the event the Corporation attempts to terminate this Agreement at any time other than those specific above, the Manager shall be entitled to collect as liquidated damages an amount equal to the Management Fees that would have been payable until the end of the Initial Term or Renewal Term, as the case may be. Such fees will be paid to the Manager from the Corporation's account prior to the termination date.

28. Upon termination of this Agreement the Manager shall, within a reasonable time thereafter, not to exceed ninety (90) days:

(a) Render a final accounting to the Corporation and pay over any balance in the Manager's trust account remaining to the credit of the Corporation, less any amounts necessary to satisfy obligations of the Corporation and any commitments made by the Manager to others prior to the date of termination;

(b) Surrender all post-dated cheques from Unit Owners together with their accounts receivable balances, all keys and access fobs to the Lands;

(c) Allow the Corporation, at its expense, to copy any books, records, and documents prepared or maintained by the Manager which relate to the Lands and are required to be maintained by the Corporation under the Condominium Property Act (the "Act") or Regulation. For clarity, the Manager retains ownership of its internal working papers, proprietary systems, templates, and formats used in connection with the management of the Corporation, while the Corporation owns the underlying data and records required under the Act.

(d) The Corporation shall assume the obligations of any and all contracts which the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement, unless the Manager has advised the Corporation in writing that the contracts have been terminated effective the same date as this Agreement. Any contracts and insurance policies held under the Manager's master agreements or programs shall be terminated by the Manager effective the last day of management.

(e) Following termination, the Corporation shall continue to indemnify and defend the Manager for any actions taken on behalf of the Corporation during the Term of this Agreement.

(f) Any post-termination services or assistance requested by the Corporation

beyond those expressly set out above shall be billed at the Manager's standard hourly rates as set out in Schedule "A," and may require an advance retainer payable prior to commencement of such services.

29. The Corporation acknowledges that the Manager collects, uses and discloses personal information only for the purposes related to the management of the Lands, and only with consent, or as permitted by law. Personal information will only be provided to, or be accessible by: our employees who need the information in the performance of their duties; parties representing the Corporation, such as financial institutions; service providers, in the performance of their duties on behalf of the Corporation; and anyone who is otherwise authorized by law. Consent may be withdrawn for us to collect, use and disclose personal information, as long as there are no legal or contractual reasons preventing to be done so. The withdrawal of consent may impact the Manager's ability to continue to provide service to the Corporation.

30.

(a) Any notice or demand required or permitted herein shall be in writing and shall be effected by sending the same in a postage prepaid envelope by registered mail, by electronic mail, or by courier addressed to the Manager as follows:

EMERALD MANAGEMENT & REALTY LTD.
1036 - 10th Avenue SW, Calgary, AB T2R 1M4

and addressed to the Corporation c/o the President or Chairperson at their address shown on the records of the Manager. Any such notice shall be deemed to have been received on the date of delivery or on the third (3rd) business day following mailing or delivery as aforesaid.

(b) Either of the parties hereto may change its address for notice by sending written notice to the other party.

31. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and any permitted assigns.

32. This Agreement may be executed in one or more counterparts and all executed counterparts together shall constitute one agreement. This Agreement shall not be binding upon any Party unless and until executed by all Parties. A signed copy of this Agreement delivered by electronic mail or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

33. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole, or in part, is or becomes illegal, invalid, void, voidable or unenforceable by any Court of Competent Jurisdiction, the illegality, invalidity or enforceability of that section in whole or in part will not affect the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part.

34. This Agreement, together with Schedule A, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, or other agreements in connection with this Agreement, except as specifically set out in this Agreement or in a separate written agreement executed by both parties. No party to this Agreement has been induced to enter into it in reliance on any warranty, representation, opinion, advice, or assertion of fact, whether made orally or in writing, except to the extent it has been reduced to writing and included as a term of this Agreement or in a separate written agreement executed by both parties. Any waiver, modification, or amendment of any provision of this Agreement shall be in writing and signed by both parties.

35. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

36. Terms and expressions in this Agreement, where applicable, shall reflect the meaning assigned to them under the Act.

37. In the event on any conflict between this Agreement and the Act, the latter shall prevail to the extent of the conflict.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective corporate seals as of the day and year first written above.

Condominium Corporation No. 2411591

PER: _____
PRESIDENT

PER: _____
SECRETARY

EMERALD MANAGEMENT & REALTY LTD.

PER: _____

SCHEDULE “A”

Corporation Additional Services Fee Schedule	
Additional Services Those services not specifically provided for in the Agreement Including but not limited to: work on special resolutions, copying of invoices, investment of funds in accordance with the Act, special general meetings, town hall meetings, key/FOB/intercom programming, etc.	\$75.00/hour
Additional Meetings Monday – Thursday (8.30 am – 4.30 pm) Monday – Thursday (4.30 pm – 8.00 pm) Monday – Thursday (8.00 pm – 8.30 am) Friday – Sunday & civic holidays <i>*time charged includes travel time</i>	\$100.00/hour \$200.00/hour for (2) hours + \$100.00/hour thereafter \$350.00/hour
Additional Site Inspections – <i>*time charged includes travel time</i>	\$75.00/hour
Arrears Collection (notices and/or demand letters) Please note that this may be billed back to the unit owner where allowed by the Bylaws, the Act, and the Court of King's Bench.	1 st Notice \$75.00 2 nd Notice \$75.00 3 rd Notice \$150.00 4 th Notice \$225.00
Budget Preparation and implementation of additional budgets in the same fiscal year.	\$75.00/hour
Bylaw Revision Assistance and/or administration support as requested by firm or legal council	\$75.00/hour
Caveat Preparation, posting & discharge. Please note that this may be billed back to the unit owner where allowed by the Bylaws	\$600.00/caveat
Elevator Move-ins/outs Administration, scheduling and any supervision * Please note that this may be billed back to the unit owner where allowed by the Bylaws and the Act	\$75.00/hour
Insurance Negotiations	Current rates
Legal, Regulatory or Tribunal Actions	\$75.00/hour
Additional Team Support Executive Staff Administrative Staff	\$150.00/hour \$75.00/hour
BEVA Inspections (buildings 5 storey's and higher as per City of Calgary bylaws)	\$750.00
Emergency Support Services PM on call Site attendance <i>*after regular business hours</i>	\$125.00/hour \$450.00 based on a 3 hour minimum, \$125 thereafter
Newsletters & Special Communication Bulletins	\$75.00/hour
Photocopying & Postage Black & White copying Color copying Postage	\$0.25/copy \$1.00/copy Current Canada Post rates
Project Management	\$75.00/hour or as otherwise agreed
Special Levy Administration Under 50 units Over 51 units	\$450 \$750
Special Note: Services and/or support required after the termination of this Agreement and/or transfer to a new management company, will be charged at the current hourly rate. A retainer payable in advance may apply.	

Note: Pricing is reviewed twice a year and subject to change upon notice as permitted by the Agreement.