Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

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 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.
TRANSLATION: THE PURCHASER MAY CANCEL THIS AGREEMENT WITHIN 10 DAYS OF THE DATE ON WHICH THE DEVELOPER HAS MET THE DISCLOSURE REQUIREMENTS SET OUT IN SECTION 12 OF THE CONDOMINIUM PROPERTY ACT.

Bare Trustee: ROHIT LIVINGSTON NORTH LTD.
of 120, 10130 112 Street NW Edmonton, AB
T5K 2K4

(the Developer)

-and-

Purchaser Name(s):_____
Presently of: _____
Telephone: _____
Email: _____
(the Purchaser)

1. The Purchase

1.1 The Purchaser agrees to purchase from the Developer a Home described as follows:

a) Model Type _____
to be built as Job No. _____ within Building No. _____
in a townhouse condominium project to be known as Livingston North Townhomes located at Livingston View NW and 1 Street NW, Calgary, Alberta;
Legal Description: Condominium Plan No. _____;
Unit #: will be assigned by project surveyor ; Civic address: _____ ;

b) Titled Parking Unit(s) #_____ located within the surface parking lot; and

c) the shares in the common property allocated to the unit (the "**Home**");

1.2 The Developer has produced (and the Purchaser has received) a customer information package that includes the disclosure documents required by the *Condominium Property Act*, RSA 2000, c C-22 (the "*Act*") and the *Condominium Property Regulation* A.R. 168/2000 (the "*Regulation*"). The parties' consent to the use of electronic means for purposes of meeting the disclosure requirements.

2. Payment

2.1 The Purchaser agrees to pay the purchase price, calculated as follows:

a. Basic Purchase Price (excluding 5% GST) ..... $_____
b. Plus Modifications and Extras (excluding 5% GST) ..... +_____
c. Plus Goods and Services Tax ("GST") (calculated at 5% of a and b) ..... +_____
d. Less GST New Housing Rebate assigned to Developer ..... -_____
e. **TOTAL PRICE**..... $_____
(the "**Purchase Price**")

2.2 The Purchase Price is to be paid as follows:

a) $_____ with the execution of this Agreement (the "**First Deposit**");

b) $_____ within _____ days of the waiver of the Conditions set out in Section 4 as a "**Second Deposit**"; and

c) The balance to be paid on or before the Closing Date, subject to adjustments.

The First Deposit and Second Deposit (collectively, the "**Deposit**") will be paid to the Developer as a show of good faith and as security to the Developer for the Purchaser's strict adherence to and good faith performance of the Purchaser's obligations under this agreement.

3. Occupancy Date Statement

3.1 For the purposes of the *Regulation*, the Developer now specifies that the Home will be ready for occupancy by the Purchaser within the following range of dates:

Earliest possible date: _____ Latest possible date: _____

_____
Purchaser's Initials

By their signatures, the parties confirm that this document (including without limitation the Sections on page 1 of this document and Sections 4 to 15 of this document, which follow this signature page) 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:	}	**ROHIT LIVINGSTON NORTH LTD.**
	}	
	}	
Witness:	}	Per:
	}	(Authorized Signatory)
	}	
	}	Date signed:

4. Conditions

4.1 This agreement is subject to the following conditions in favour of the Purchaser:

_____

_____

_____

_____

Condition Day: _____

4.2 This agreement is subject to the following conditions in favour of the Developer:

_____

_____

_____

_____

Condition Day: _____

4.3 The performance of the Developer's obligations set forth in this Agreement are subject to the Developer, in its sole and unfettered discretion, confirming by notice in writing to the Purchaser that Brookfield Residential (Alberta), by its general partner Carma Ltd.'s option to re-purchase has been waived or expired. This condition is for the sole benefit of the Developer and may be waived at any time prior to 5:00 pm on _____, 202__. If the Developer does not provide written notice to the Purchaser confirming satisfaction or waiver of this condition prior to the dates set forth above, the Developer may, on 1 weeks' written notice to the Purchaser, extend its time for satisfaction of the foregoing condition by an additional 10 months or, if it fails to extend, this Agreement shall be null and void and any and all Deposits shall be returned to the Purchaser.

4.4 The Purchaser and the Developer agree to use reasonable efforts to satisfy their respective conditions.

4.5 Either party may remove its conditions by giving the other party written notice to that effect before the end of the applicable Condition Day. If the required notice has not been given, this purchase agreement becomes void.

5. Deposits

5.1 The Purchaser's First Deposit shall be promptly returned to the Purchaser if:

a) the Developer does not accept this offer within 7 days,

b) the Purchaser cancels this agreement within 10 days as allowed by the *Act*,

c) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times,

d) the Developer has not removed any of the Developer's conditions set out in this agreement, within the specified times, or

e) the Developer has not obtained a building permit (for the building in which the Home is located) within 18 months of the date the initial deposit was paid.

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

5.3 Once the Developer has returned the Purchaser's First Deposit, neither party has any further recourse under this agreement.

5.4 The *Act* specifies that the 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 prescribed trustee.

For this project, the prescribed trustee is Sharon Ohayon of Witten LLP, Suite 2500, 10303, Jasper Avenue NW, Edmonton, T5J 3N6.

5.5 Notwithstanding Section 14 of the *Act*, the Developer may, subject to the *Regulation*, reduce the amount of money to be held in trust under Section 14 of the *Act* by the amount of security provided for under another enactment for the purpose of completing construction from time to time where that construction is the same or substantially the same construction with respect to a unit or related common property in respect of which money is to be held in trust under Section 14.

6. Non-Material (i.e. Minor) Changes

6.1 The Developer may make non-material (i.e. minor) changes to various elements of the project, including the plans and specifications for the Home and also including the documents included in the Developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the appearance of the Home. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

7. Material Changes

7.1 The Developer may not make material changes to the project unless it provides the Purchaser with notice of the changes as required by Section 13.1 of the *Act*.

8. Extras

8.1 After the execution of this agreement, the Developer may agree to make changes, provide extra work, make revisions to, or otherwise alter the interior of the Home for the Purchaser. However, each such agreement must be agreed to in writing and signed by the Developer or it is not binding upon the Developer. Any such agreement is extraneous to and outside of this Agreement, and the cost of all such additions and work orders shall be paid upon contracting for such work and, in any event, before the Purchaser will be permitted occupancy, in addition to the Purchase Price outlined in clause 2.1. The Purchaser understands and acknowledges that the Developer shall not be bound to complete any change order which has not been paid for in advance by the Purchaser. The Purchaser acknowledges and agrees that additions, changes, extra work, and revisions requested by the Purchaser may delay the Closing Date and the Developer shall at the time of accepting any such addition, change, extra work, and revision, advise the Purchaser of such anticipated delay; provided if the delay is longer than the anticipated delay, the Developer will have no liability in respect of the same and such delay is not a breach of this agreement.

9. Warranty

9.1 The Developer agrees to enroll the project with a 3rd party warranty provider as required by the *New Home Buyer Protection Act*. As a result, the Home will carry the warranties specified in the *Act*. A copy of the applicable Warranty is included in the "Other Documents" section of the Customer Information Package.

9.2 Any disputes arising under this agreement shall be settled using the dispute resolution procedure created by the *New Home Buyers Protection Act*.

9.3 Prior to accepting possession, the Purchaser may inspect the Home 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 Home (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 Home) was in good and satisfactory condition and that all undertakings, if any, of the Developer in respect of the Home and condition thereof have been fully satisfied and performed by the Developer.

9.4 The Purchaser agrees that the Developer and its agents and employees have the right to enter the Common Property and the Home (with reasonable notice to any occupants) in order to carry out the Developer's obligations under this Agreement.

9.5 The Developer also warrants that it is a resident of Canada for tax purposes.

9.6 All other warranties are excluded.

10. Closing Date and Possession

10.1 The Home is part of a project with several units. The Developer is entitled to delay construction of the Home until Purchasers have been found for at least 50% of the units in that phase of the project.

10.2 The Developer must, in any event, ensure that the home is ready for occupancy within the range of dates set out in the Occupancy Date Statement in clause 3.1 above. Although the Developer cannot guarantee a possession date until construction is well under way, the Developer agrees to give the Purchaser 35 days written notice of the date the Home will be ready for occupancy. That date will be the "Closing Date."

10.3 The Purchaser acknowledges that the Home could be ready for occupancy even though certain seasonal items (exterior paint, concrete work, stucco, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.

10.4 The Purchaser agrees to complete the purchase on or before the Closing Date.

10.5 The Developer agrees to give the Purchaser vacant possession of the Home on the Closing Date, as long as the entire Purchase Price has been paid.

10.6 If the Home is substantially complete but separate title to the unit is not yet available, then the Developer may require the Purchaser to take possession of the Home prior to the Closing Date (the "Occupancy Date"). In such case, the Occupancy Date will occur before closing and the Closing Date will be postponed until the Developer provides the Purchaser notice that it has obtained separate titles for the unit and is ready to close the transaction. The Developer shall set the new Closing Date in such notice, and the Developer will use reasonable efforts to set the Closing Date within a reasonable period of time after separate titles to the unit is available. If the Purchaser is provided with possession of the Home before title is available and Condominium Fees have been assessed to other units in the development, the Purchaser shall pay the Developer possession fees equivalent to what would be the unit's monthly contributions towards operating expenses of the condominium project, utilities, taxes, and such other amounts as would be payable under an absolutely net lease. If the Purchaser is provided with possession of the Home before title is available and Condominium Fees have not

been assessed, clause 11.6 shall apply. Further, the Purchaser shall otherwise also comply with the requirements of clause 11.2.

11. Transfer of Title

11.1 The transaction will proceed according to 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 its own legal costs.

11.2 On the Closing Date the Purchaser shall: (i) pay to the Developer the cash portion of the Purchase Price (together with all eligible G.S.T. and other applicable sales tax (if any)); (ii) complete, sign, and deliver to the Developer the occupancy certificate and all other warranty certificate required by the New Home Warranty Provider; (iii) obtain property and liability insurance coverage for the Home on terms and in amounts acceptable to the Developer; and (iv) provide the Developer with all other closing documents required by the Developer or the Developer's solicitor including, but not limited to, a certificate confirming that the Purchaser is not a non-Canadian. Further, if the Purchaser is obtaining financing, the Purchaser must also first: (i) supply the Developer with a copy of the Purchaser's mortgage commitment that is acceptable to the Developer; (ii) execute all requirements and deliver all information required by the Purchaser's lender in ample time to permit the mortgage money to be advanced on the Closing Date; (iii) execute and deliver to the Developer and its lender an irrevocable direction in writing to pay the mortgage proceeds to the Developer (such direction to be addressed to the Purchaser's lender, as may be required) and an assignment of the mortgage proceeds in favor of the Developer; and (iv) execute all such other documents as are required, in the circumstances, to ensure the mortgage proceeds are paid to the Developer on the Closing Date. The Purchaser shall provide all of the documents listed in this clause 11.2 to the Developer on or before the Closing Date. Notwithstanding anything in this agreement, under no circumstances is the Developer required to provide possession of the Home to the Purchaser until and unless the Purchaser has complied with this clause.

11.3 The Developer will ensure that title to the Home will be free of all encumbrances except:

a) any non-financial encumbrances that are disclosed herein, or 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, development agreements or other similar matters;

b) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process; and

c) the encumbrances as required by the City with respect referenced or contemplated under Section 11.4 below.

11.4 The Purchaser hereby acknowledges and agrees that the lands being the subject matter of this Agreement are subject to the following encumbrances, namely:

a) A caveat or restrictive covenant registered to ensure that established architectural and landscaping controls, drainage system and side yard grades and rear yard grades (where applicable) are observed;

b) Such rights of way, easements, restrictive covenants and other interests or caveats in respect thereto as are permitted or may be required by the City of Calgary or any utilities protecting any interest City of Calgary may have relating to the access to, development, or the provision of services affecting the project;

c) Such other utility rights of way, restrictive covenants and easements as may be necessary to deliver utilities and services to the project or the Home or to effect any subdivision of the Lands or any other lands in the vicinity of the Lands;

d) Encumbrance no. 231 198 120 re Livingston Homeowners Association;

e) Caveat re Easement 231 198 121 [Utility Right of Way for storm water management];

f) Caveat re Restrictive Covenant 231 198 124 [Development Restrictions];

g) Caveat re Restrictive Covenant 231 198 127 [Development Restrictions];

h) Caveat re Restrictive Covenant no. 231 198 128 [Development Restrictions];

i) Caveat re Restrictive Covenant no. 231 327 756– a copy of which is attached as Schedule "J" of the Developer's disclosure package; and

j) Caveat re Purchasers Interest 231 327 757.

and such further non-monetary encumbrances as may be necessary to develop the Condominium Project.

11.5 Items which are normally adjusted for, such as real estate property taxes (or estimated real estate property taxes, as the case may be), amortized local improvement levies, mortgage interest and homeowner association fees, and all payables thereafter will be assumed by the Purchaser, and the Purchaser will be responsible for all adjustments on the Possession Date, provided that, the Builder will not be responsible for any supplemental real estate tax levies issued or assessed after the Possession Date. All payables prior to the Possession Date. All payables prior to the Possession Date shall be paid by the Builder unless otherwise stated in this Contract. There shall be no readjustment for real estate property taxes after the Possession Date.

11.6 If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the Developer's disclosure package in particular Schedule "H") to help cover project management costs (utilities, snow removal, insurance, etc.).

11.7 Since the project is being built entirely at the Developer's request, the Developer is the "owner" as defined in the *Prompt Payment and Construction Lien Act*, RSA 2000, c P 26.4. Accordingly, unless extraordinary circumstances exist, the Purchaser will not be required to hold back funds under the *Prompt Payment and Construction Lien Act*.

11.8 The Purchaser expressly acknowledges and agrees that no conditions of trust or holdback shall be permitted in connection with the payment of funds in the closing and completion of the sale under this agreement.

11.9 Except where the Developer has given its written consent to other arrangements, any amount not released to the Developer on the Closing Date shall bear interest at an annual effective rate of 18%.

12. Livingston Homeowners Association

12.1 The Purchaser expressly acknowledges that as an owner of the Home, they will be a member of the Livingston Homeowners Association. The Purchaser agrees to assume and be bound by the terms and obligations contained in the rent charge encumbrance referred to in Section 11.4d) and the Livingston Homeowners Association brochure attached as Schedule "K" to the Developer's disclosure package.

13. Goods & Services Tax

13.1 The Purchase Price of the Home includes net GST. In other words, the Developer will pay the GST arising from the sale as long as the Purchaser assigns the New Housing Rebate to it. If the Purchaser is not entitled to the New Housing Rebate or the Developer does not receive the Rebate, then the Purchaser will pay the Developer an amount equivalent to the New Housing Rebate. The Purchaser hereby grants the Developer a mortgage charge against the unit as security for the payment of the amount of the New Housing Rebate and, legal fees and disbursements (on a solicitor and his own client basis full indemnity basis) incurred by the Developer to collect the New Housing Rebate from the Purchaser.

13.2 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.

14. Miscellaneous

14.1 The Purchaser is aware that a condominium corporation will, by virtue of the *Act*, be established to operate and maintain the common elements of the condominium project. The Purchaser will observe and perform the terms and conditions of the *Act*, *Regulation*, By-laws and rules and regulations of the condominium corporation and management agreements entered into by the condominium corporation, and in particular the Purchaser is aware that the owners of all Condominium units must pay monthly assessments imposed by the condominium corporation to meet common expenses including, without limitation management fees, reserve fund, insurance premiums and common utilities.

14.2 The Purchaser represents and warrants that it is not a non-Canadian or controlled by a non-Canadian for all purposes arising under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, SC 2022, c 10, s 235, as amended from time to time, and the purchase of the Home will not contravene the legislation.

14.3 Words of number or gender used in this purchase agreement shall be read as the context requires. For example, "he" can mean "he", "she", "they" or "it" depending on whether the person involved is a man, a woman, a group or a corporation.

Any notices given under this agreement shall be deemed to be received once delivered:

14.4 a) to the Developer at its address as stated on this agreement,

b) to the Purchaser at the municipal or e-mail address shown in this purchase agreement or (after the Closing Date) at the Home.

14.5 On marketing materials, unit sizes have been estimated using standards developed for rental buildings (i.e. areas include all of exterior walls, 1/2 of party walls, nothing for the garage or for the unit's share of common property). On the registered condominium plan, unit sizes will be approximately based on floor areas of the Units from the interior demising walls only.

14.6 The Purchaser shall not register a caveat in respect of this agreement.

14.7 The Purchaser acknowledges that the Developer shall have the right to maintain and use a reasonable number of units for display and sale purposes and exhibit a sign or signs advertising location of such display units in the condominium project.

14.8 The Purchaser shall not assign this agreement or close its purchase of the Home in any name other than the Purchaser without the written consent of the Developer which may be withheld in the Developer’s sole discretion.

14.9 The parties agree to sign such documents, conveyances and assurances and to do such things as may be required to give effect to the spirit and intent of this agreement.

14.10 The Developer shall not be or be deemed to be in default hereunder for any delay due to strikes, fires, tempest, unexpected weather conditions, vandalism, acts of war, terrorist acts, acts of God, virulent or communicable disease outbreak, public health emergency, epidemic, quarantine, pandemic, or other events beyond its reasonable control and anticipation, and all the Developer's obligations under this agreement shall be suspended for a reasonable period for the Developer to overcome the same without liability by the Developer, compensation to the Purchaser or the same being a breach of this agreement.

14.11 Time shall be of the essence of this agreement.

14.12 This agreement will be construed in accordance with and governed by the laws of the Province of Alberta.

14.13 If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be joint and several and any notice given to one such party shall be deemed to have been given at the same time to each other party.

14.14 This agreement may be executed by the parties and transmitted by facsimile or other electronic means capable of producing a paper copy and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties had delivered and executed a manually executed agreement.

15. Entire Agreement

15.1 This agreement and any addendums hereto, if any, contain the entire agreement between the parties. In other words, the parties are not legally bound to honour any obligations to each other (concerning the construction of, or the purchase/sale of the Home) other than those contained in this agreement.

15.2 This agreement may be amended only by a further written agreement, signed by both parties.

#120, 10130 - 112 Street NW
Edmonton, Alberta T5K 2K4
Canada

Important Information regarding your Condominium in Livingston North

In accordance with the *Condominium Property Act, RSA 2000, c C-22* and *Condominium Property Regulation, Alta Reg 168/2000,* we are obligated to provide you with the disclosure package for your condominium property. The documents in the disclosure package set out the rules and regulations for everyone living within the property and the condominium corporation. The disclosure package includes the following documents:

- Purchase Agreement
- Proposed Condominium Plan
- By-Laws
- Property Management Agreement
- Proposed Operating Budget
- Other documents, as applicable

It's your responsibility to take the time to review and understand all the documents in the disclosure package.

For access to your disclosure documents – CLICK HERE

Under Section 12 of the *Condominium Property Act* you may, without incurring liability for doing so, rescind this agreement within 10 days of receipt of the disclosure package found within the link above.

If you have any questions as you review all the disclosure documents, please don't hesitate to reach out to your sales contact.

We take this opportunity to remind you -
Extensions of the date of conditions in the agreement are unlikely to be granted, so please have your mortgage broker begin working on the approval now. We will need to receive a copy of your mortgage approval letter prior to waiving conditions, unless you are providing a 10% deposit. Once you have your approval letter, we will send you a waiver package via DocuSign, including instructions on how to remit the balance of your deposit.

It is important to understand that, all times and dates in relation to walk-throughs and appointments are firm. We are unable to make changes to them due to the high volume of possessions we have at a time. Further, all appointments are only able to be attended to by the Purchaser(s) listed on the Purchase Agreement, no realtors or family members will be able to be accommodated.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE A

TITLE TO LANDS

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0039 751 482	2410105;26;3	241 013 504 +1

LEGAL DESCRIPTION
PLAN 2410105
BLOCK 26
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.916 HECTARES (2.26 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;26;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 231 327 758

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
241 013 504	15/01/2024	SUBDIVISION PLAN		

OWNERS

ROHIT LIVINGSTON NORTH LTD.
OF 120-10130 ST
EDMONTON
ALBERTA T5K 2K6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
231 198 120	28/06/2023	ENCUMBRANCE ENCUMBRANCEE - LIVINGSTON HOMEOWNERS ASSOCIATION. 4906 RICHARD ROAD S.W CALGARY ALBERTA T3E6L1
231 198 121	28/06/2023	CAVEAT RE : EASEMENT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
231 198 124	28/06/2023	CAVEAT RE : RESTRICTIVE COVENANT
231 198 127	28/06/2023	CAVEAT RE : RESTRICTIVE COVENANT
231 198 128	28/06/2023	CAVEAT RE : RESTRICTIVE COVENANT
231 327 756	25/10/2023	CAVEAT RE : RESTRICTIVE COVENANT
231 327 757	25/10/2023	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - CARMA LTD. C/O MORGAN F TINGLE PROFESSIONAL CORPORATION 4906 RICHARD ROAD SW CALGARY ALBERTA T3E6L1 AGENT - ANI MARTIN
241 004 993	05/01/2024	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 4TH FLOOR, 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 ORIGINAL PRINCIPAL AMOUNT: $80,000,000
241 004 994	05/01/2024	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 4TH FLOOR, 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 AGENT - DARLENE W SCOTT

TOTAL INSTRUMENTS: 009

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 17 DAY OF JANUARY, 2024 AT 05:23 P.M.

ORDER NUMBER: 49373803

CUSTOMER FILE NUMBER: 134193.1

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).

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE B

PROPOSED CONDOMINIUM PLAN

ADDRESS OF CONDOMINIUM CORPORATION:

<CONDO CORPORTION NAME>
<CONDO CORP STREET ADDRESS>
<CONDO CORP CITY/TOWN>
<CONDO CORP POSTAL CODE>

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH IS ADDED TO THIS PLAN PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 1 OF 2

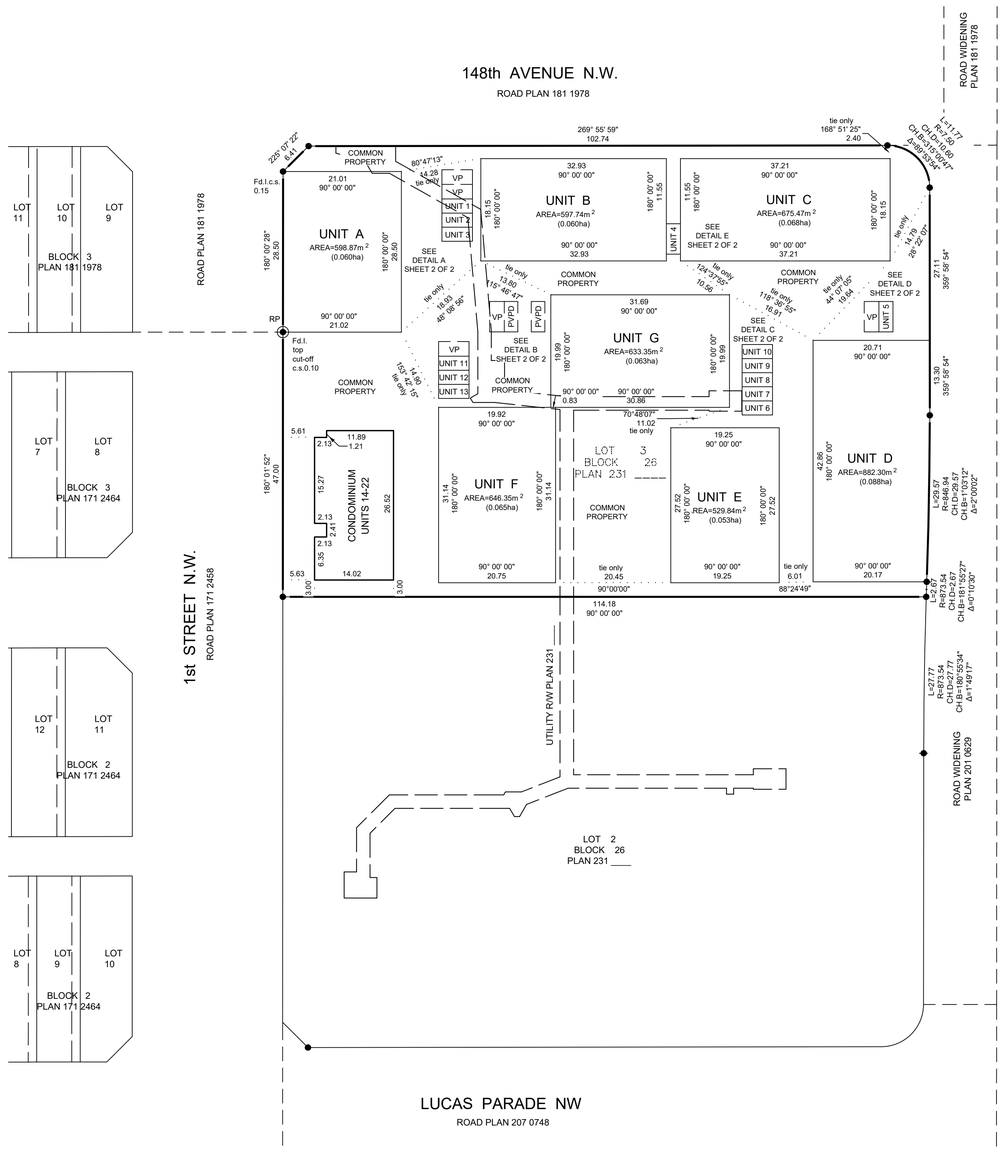
PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR



BUILDING NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
Parking	1	1	13.5
Parking	2	1	13.5
Parking	3	1	13.5
Parking	4	1	13.5
Parking	5	1	13.5
Parking	6	1	13.5
Parking	7	1	13.5
Parking	8	1	13.5
Parking	9	1	13.5
Parking	10	1	13.5
Parking	11	1	13.5
Parking	12	1	13.5
Parking	13	1	13.5
SUITE-70	14	80	43.0
SUITE -71	15	150	137.5
SUITE-72	16	151	155.9
SUITE-73	17	150	156.5
(Bldg 7) SUITE -74	18	150	138.6
SUITE-75	19	80	41.5
SUITE-76	20	80	43.3
SUITE-77	21	150	138.2
SUITE-78	22	150	154.9
Bldg 1	A	1141	598.9
Bldg 2	B	1164	597.7
Bldg 3	C	1520	675.5
Bldg 4	D	1552	882.3
Bldg 5	E	1141	529.8
Bldg 6	F	1164	646.4
Bldg 8	G	1164	633.3
	TOTAL	10000	

UNIT FACTORS FOR UNITS 15-22 AND UNITS A-G ARE AS PROVIDED BY THE DEVELOPER. UNITS 1-13 ARE GIVEN A NOMINAL AMOUNT OF 1 DUE TO ITS USAGE AS SURFACE PARKING.

UNITS A-G ARE TO BE PHASED AND AREA SHOWN ARE BARELAND UNIT AREAS.

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

Lot 3, Block 26, Plan 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus: ▲
Drill holes are shown thus: found ⌀, placed ⌀
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Concrete Nails are shown thus: found ▲, placed △
Re-established position and left no marks shown thus: ×
Area referred to by this plan contains 0.916 ha and is outlined thus: _____

Geo-Referenced Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:

Datum	- North American Datum 1983
Projection	- 3° Transverse Mercator
Reference Meridian	- 114° West Longitude
Combined Scale Factor	- 0.999728

Geo-Referenced point is a Standard Iron Post

Grid Coordinate:
N. 5672243.057
E. -5121.747

The boundaries of Units A to G are governed by the monuments placed pursuant to the Surveys Act.

Unit Numbers are shown thus; UNIT A, UNIT 1, UNIT 2 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-14 etc., B-15, B-15A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 14-22 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; ___ _ ___ _ ___ ═══

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	Pl.	Placed	RP	Geo-Referenced	CH.D	Chord Distance
W.	West	I.	Iron Post	Point		CH.B	Chord Bearing
S.	South	Mk.	Mark	MR	Municipal	ck.m	Check Measured
E.	East	(R)	Radial Bearing	Reserve		PVPD	Parking for
Sec.	Section	R/W	Right-of-Way	ER	Environmental	Visitors or Persons with	
Twp.	Township	R	Radius	Reserve		Disabilites	
Rge.	Range	L	Arc Length	PUL	Public Utility Lot	VP	Visitor Parking
M.	Meridian	ha	Hectare	Δ	Central Angle of		
Fd.	Found	m	Metres	Curve			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

PLOTTED Dec 20, 2023 - 2:29pm \\GEO2\22-1334\AD Drawings\AD Condominium Drawings\22-1334C-BC1-1.dwg

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH IS ADDED TO THIS PLAN PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 2 OF 2

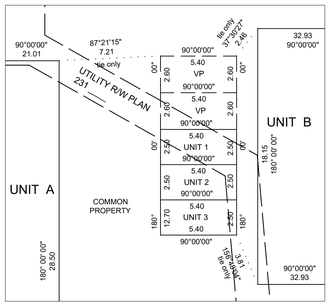
PLAN NO. _____

ENTERED AND REGISTERED

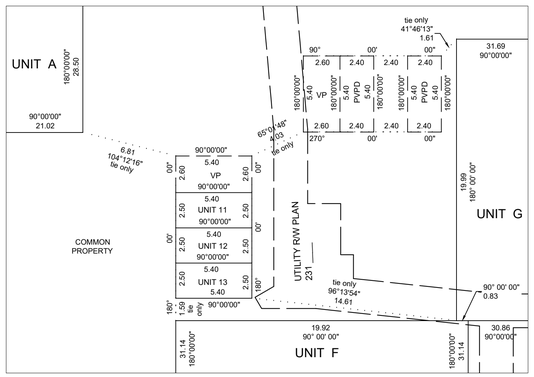
ON _____

INSTRUMENT NO: _____

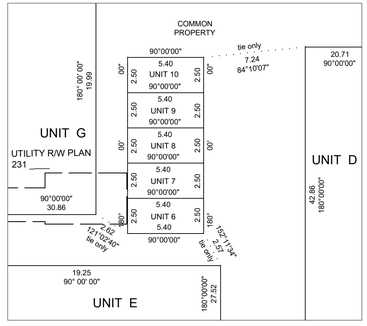
A.D.REGISTRAR



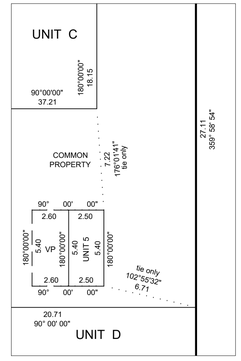
DETAIL A
SCALE 1:200



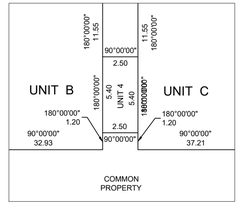
DETAIL B
SCALE 1:200



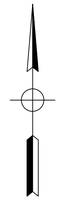
DETAIL C
SCALE 1:200

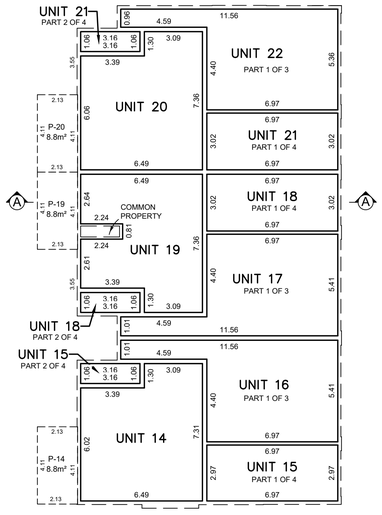


DETAIL D
SCALE 1:200

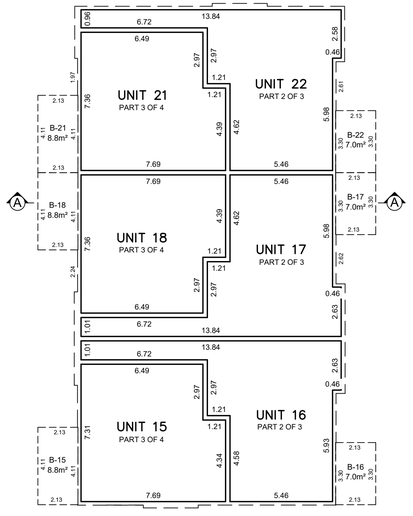


DETAIL E
SCALE 1:200

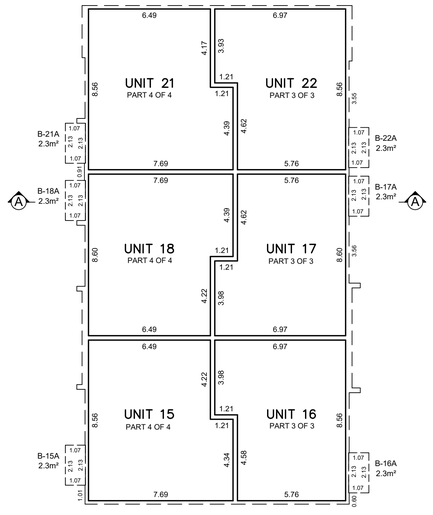




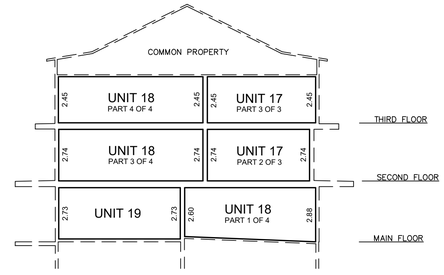
MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150

J.S.R.

PLOTTED: Dec 15, 2023 - 7:26am \\ J:\2022\22-1334\4.0 Drawings\4.6 Condominium Drawings\22-1334C-BC1-2.dwg

ADDRESS OF CONDOMINIUM CORPORATION:

<CONDO CORPORTION NAME>
<CONDO CORP STREET ADDRESS>
<CONDO CORP CITY/TOWN>
<CONDO CORP POSTAL CODE>

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH IS ADDED TO THIS PLAN PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 1 OF 2

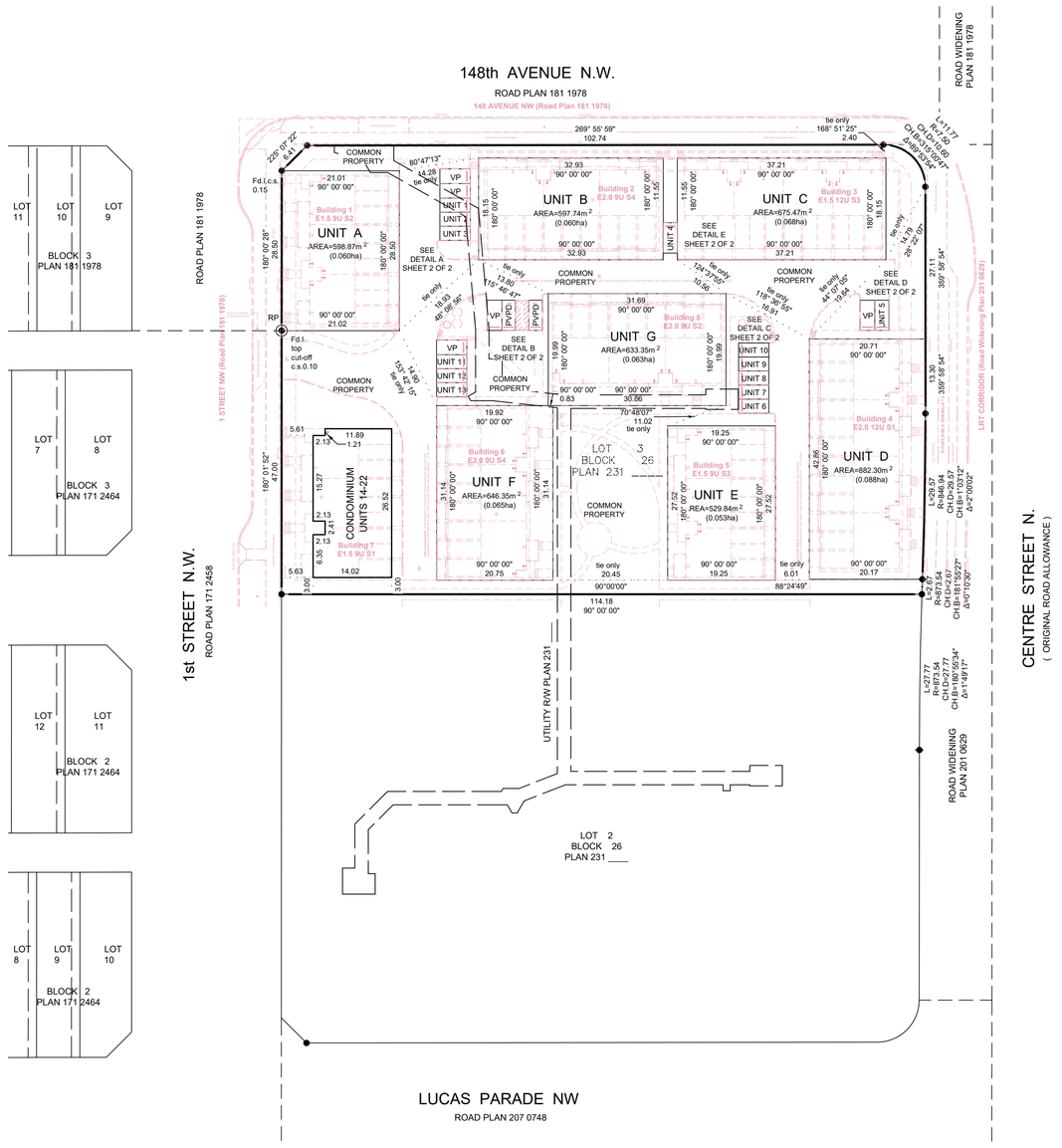
PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR



BUILDING NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
Parking	1	1	13.5
Parking	2	1	13.5
Parking	3	1	13.5
Parking	4	1	13.5
Parking	5	1	13.5
Parking	6	1	13.5
Parking	7	1	13.5
Parking	8	1	13.5
Parking	9	1	13.5
Parking	10	1	13.5
Parking	11	1	13.5
Parking	12	1	13.5
Parking	13	1	13.5
SUITE-70	14	80	43.0
SUITE -71	15	150	137.5
SUITE-72	16	151	155.9
SUITE-73	17	150	156.5
(Bldg 7) SUITE -74	18	150	138.6
SUITE-75	19	80	41.5
SUITE-76	20	80	43.3
SUITE-77	21	150	138.2
SUITE-78	22	150	154.9
Bldg 1	A	1141	598.9
Bldg 2	B	1164	597.7
Bldg 3	C	1520	675.5
Bldg 4	D	1552	882.3
Bldg 5	E	1141	529.8
Bldg 6	F	1164	646.4
Bldg 8	G	1164	633.3
	TOTAL	10000	

UNIT FACTORS FOR UNITS 15-22 AND UNITS A-G ARE AS PROVIDED BY THE DEVELOPER. UNITS 1-13 ARE GIVEN A NOMINAL AMOUNT OF 1 DUE TO ITS USAGE AS SURFACE PARKING.

UNITS A-G ARE TO BE PHASED AND AREA SHOWN ARE BARELAND UNIT AREAS.

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

Lot 3, Block 26, Plan 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500 0 2.5 5 10 25 50 METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus: ▲
Drill holes are shown thus: found ✱, placed ⌀
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Concrete Nails are shown thus: found ▲, placed △
Re-established position and left no marks shown thus: ×
Area referred to by this plan contains 0.916 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999728
Geo-Referenced point is a Standard Iron Post

Grid Coordinate:
N. 5672243.057
E. -5121.747

The boundaries of Units A to G are governed by the monuments placed pursuant to the Surveys Act.

Unit Numbers are shown thus; UNIT A, UNIT 1, UNIT 2 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-14 etc., B-15, B-15A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 14-22 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; ___ _ ___ _ ___ ═══

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	Pl.	Placed	RP	Geo-Referenced	CH.D	Chord Distance
W.	West	I.	Iron Post	Point		CH.B	Chord Bearing
S.	South	Mk.	Mark	MR	Municipal	ck.m	Check Measured
E.	East	(R)	Radial Bearing	Reserve		PVPD	Parking for
Sec.	Section	R/W	Right-of-Way	ER	Environmental	Visitors or Persons with Disabilites	
Twp.	Township	R	Radius	Reserve			
Rge.	Range	L	Arc Length	PUL	Public Utility Lot	VP	Visitor Parking
M.	Meridian	ha	Hectare	Δ	Central Angle of		
Fd.	Found	m	Metres	Curve			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

PLOTTED Dec 20, 2023 - 2:27pm \\J0022\22-1334\AD Drawings\AD-1334C-BC1-2.dwg

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH IS ADDED TO THIS PLAN PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 2 OF 2

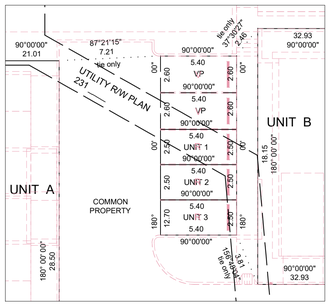
PLAN NO. _____

ENTERED AND REGISTERED

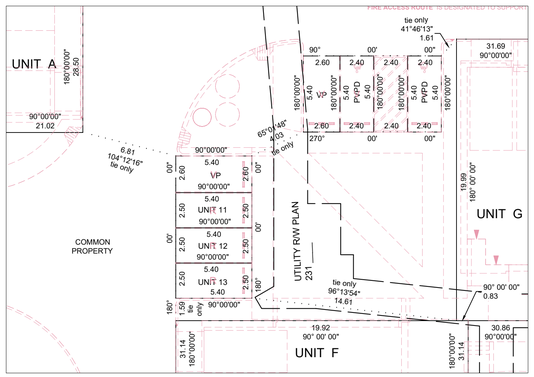
ON _____

INSTRUMENT NO: _____

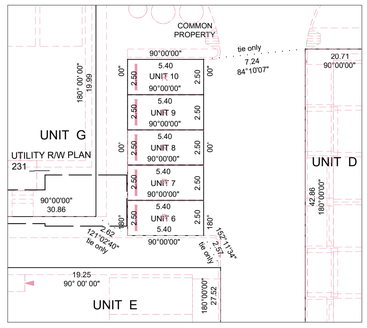
_____
A.D.REGISTRAR



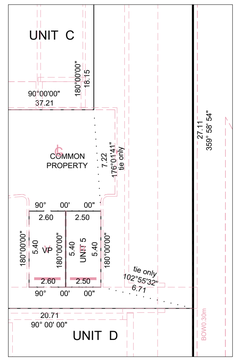
DETAIL A
SCALE 1:200



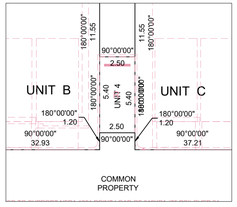
DETAIL B
SCALE 1:200



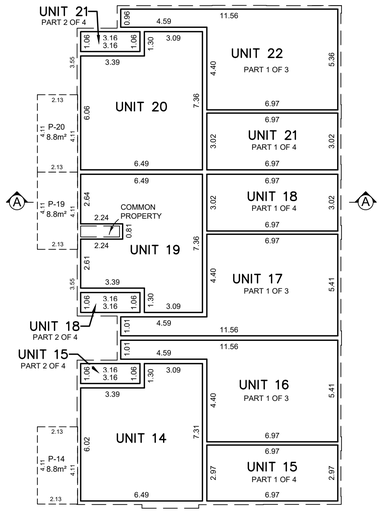
DETAIL C
SCALE 1:200



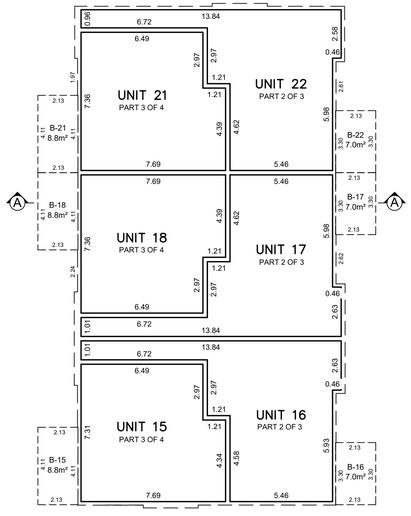
DETAIL D
SCALE 1:200



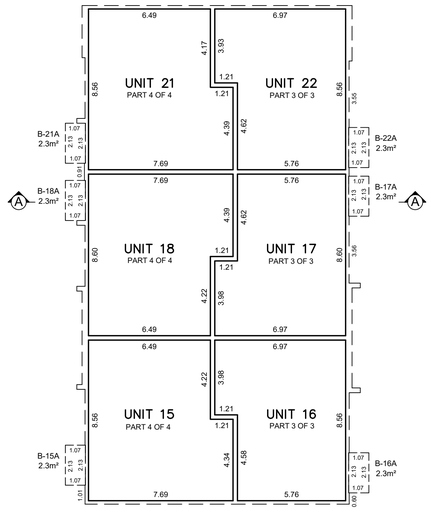
DETAIL E
SCALE 1:200



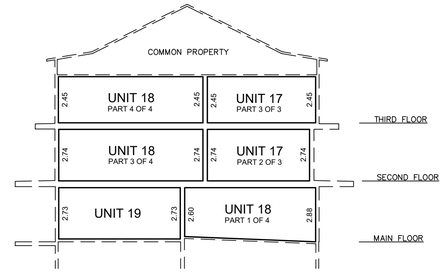
MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



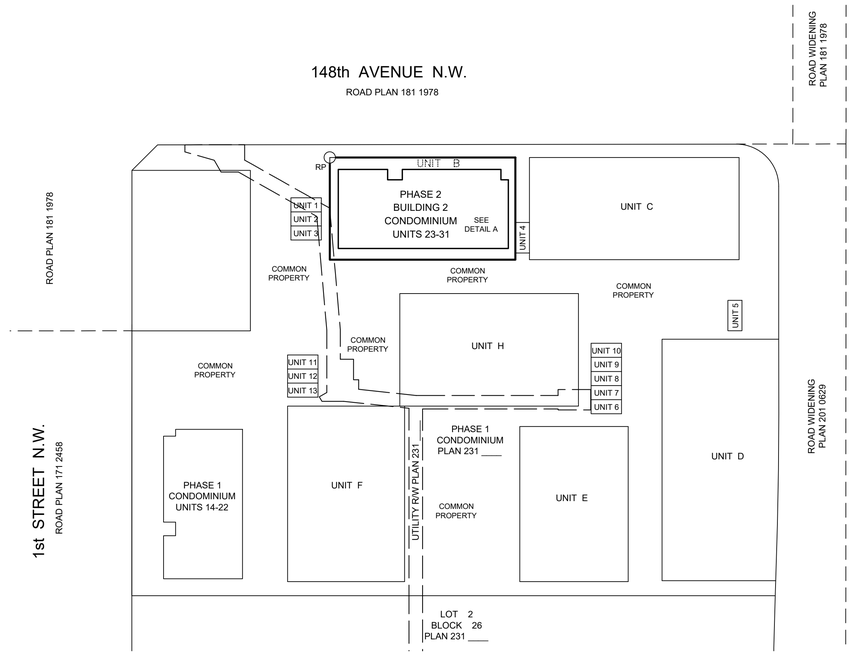
THIRD FLOOR
SCALE 1:150

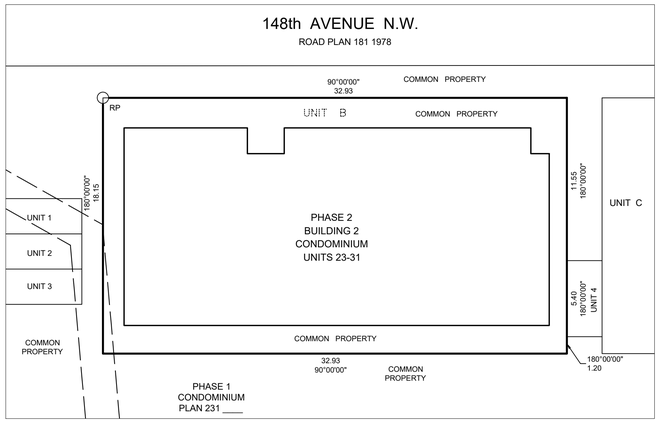


CROSS SECTION A-A
SCALE 1:150

J.S.R.

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1334C-BC1

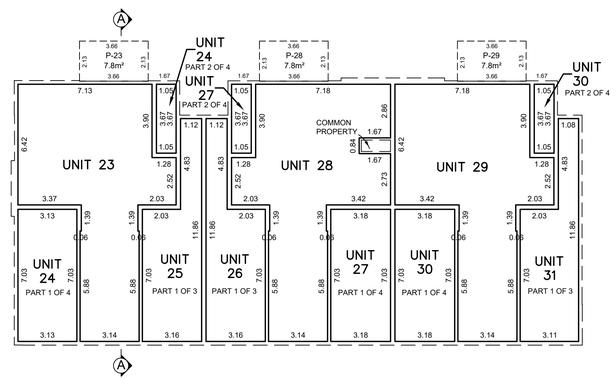




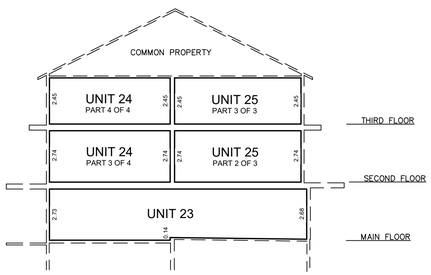
DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
10	23	88	71.7
11	24	150	153.3
12	25	150	155.5
13	26	150	156.0
14	27	150	154.3
15	28	88	70.6
16	29	88	72.0
17	30	150	154.0
18	31	150	154.5
	TOTAL	1164	

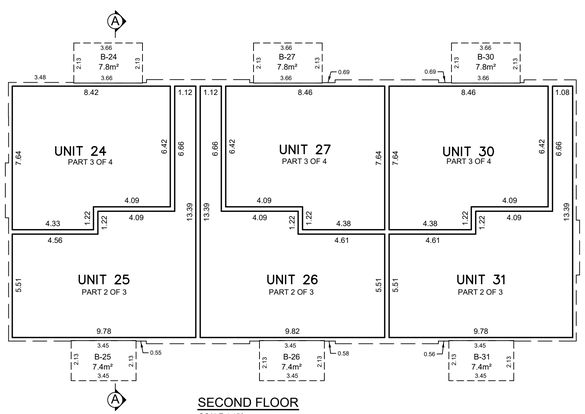
UNIT FACTORS FOR UNITS 23 TO 31 ARE GIVEN AS PROVIDED BY THE DEVELOPER.



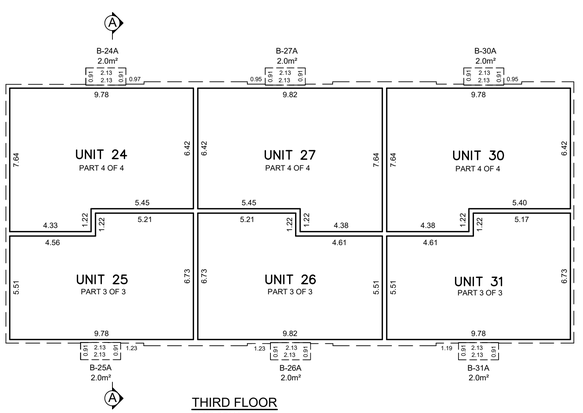
MAIN FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ____ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 2 SHEET 1 OF 1

PLAN NO. _____

PHASE 2 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT B AND 1,164/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains
0.060 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999728
Geo-Referenced point is a Standard Iron Post
Grid Coordinate:
N.
E.

Unit Numbers are shown thus; UNIT 23, UNIT 24 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-23 etc., B-24, B-24A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 23-31 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; _____ _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

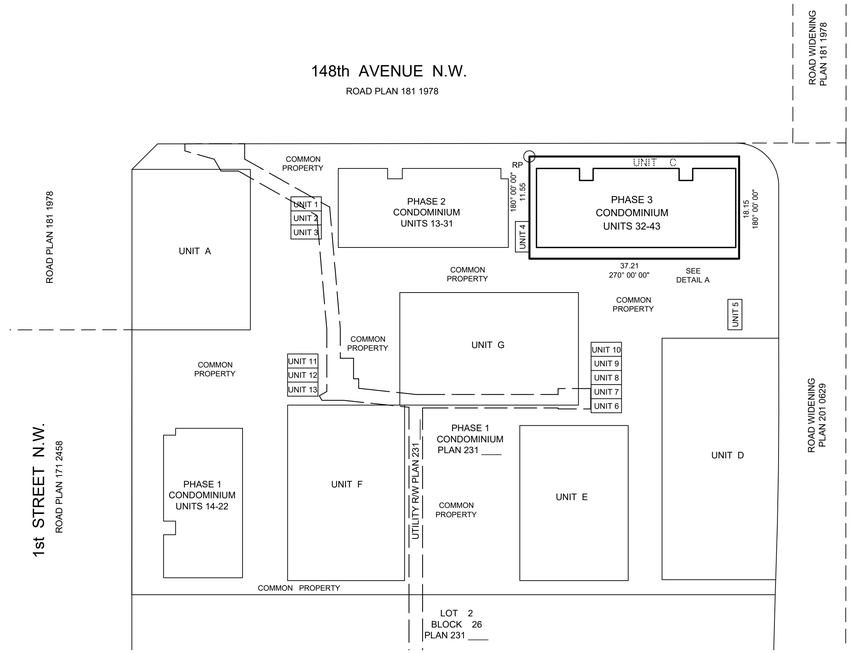
PLANSET VERSION

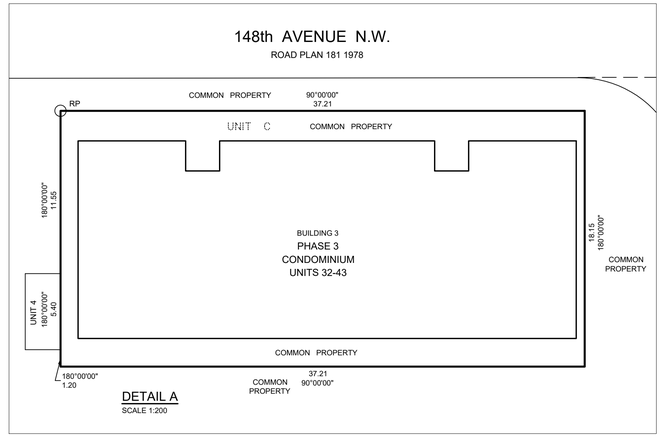
This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1334C-B1

PLOTTED Dec 15, 2023 - 7:43am \\.\GIS\22-1334\v3 Drawings\4 A Condominium Drawings\22-1334C-B1-2.dwg

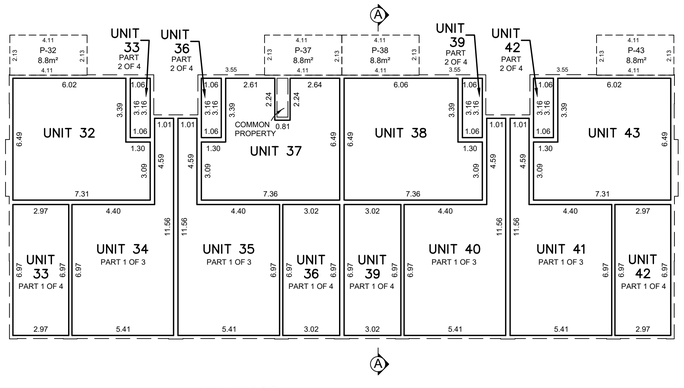




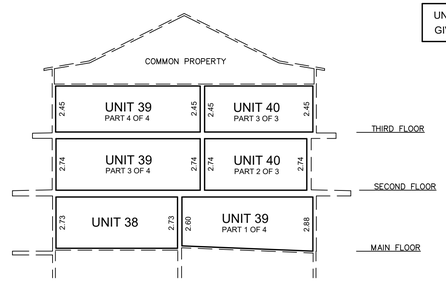
DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
19	32	80	43.0
20	33	150	137.5
21	34	150	155.9
22	35	150	156.5
23	36	150	138.6
24	37	80	41.5
25	38	80	43.3
26	39	150	138.6
27	40	150	156.5
28	41	150	155.9
29	42	150	137.5
30	43	80	43.0
	TOTAL	1520	

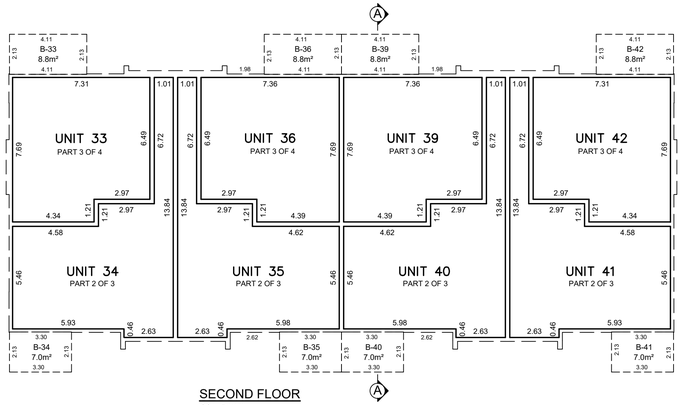
UNIT FACTORS FOR UNITS 32 TO 43 ARE GIVEN AS PROVIDED BY THE DEVELOPER.



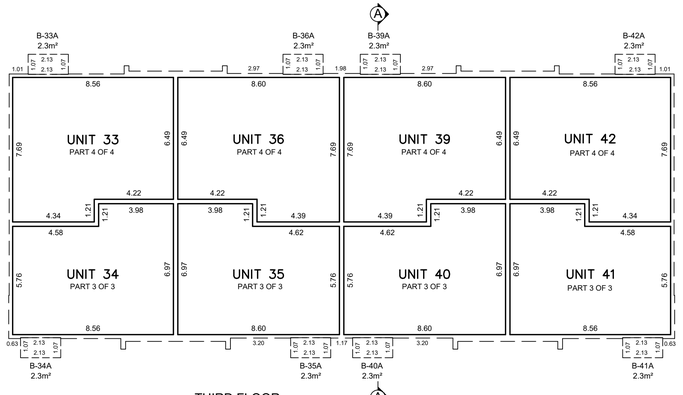
MAIN FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ___ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 3 SHEET 1 OF 1

PLAN NO. _____

PHASE 3 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT C AND 1,520/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains 0.068 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:

Datum	- North American Datum 1983
Projection	- 3° Transverse Mercator
Reference Meridian	- 114° West Longitude
Combined Scale Factor	- 0.999728
Geo-Referenced point is a	Standard Iron Post

Grid Coordinate:
N.
E.

Unit Numbers are shown thus; UNIT 32, UNIT 33 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-32 etc., B-33, B-33A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 32-43 are as described in Section 9 (1) of the Condominium Property Act

All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; _____ _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

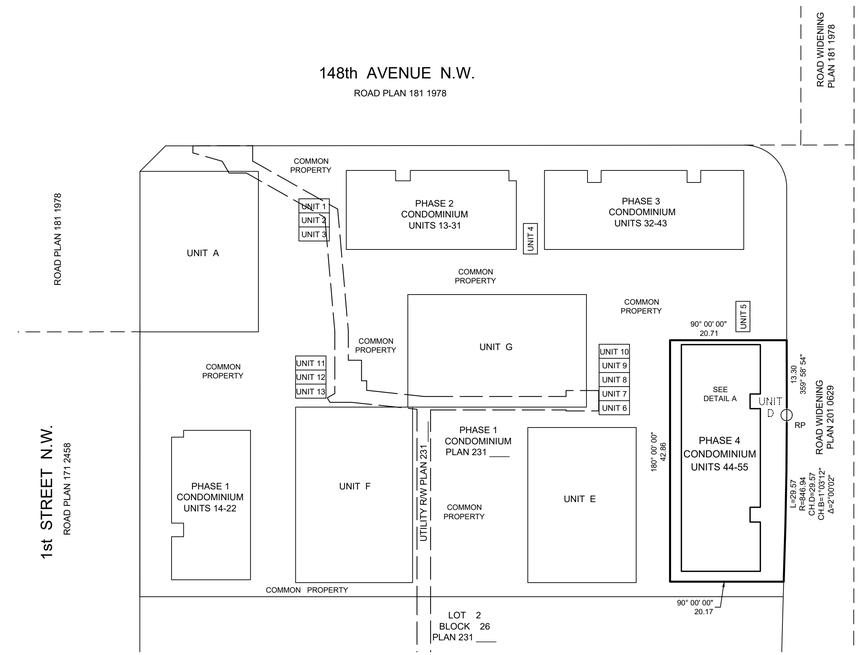
PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

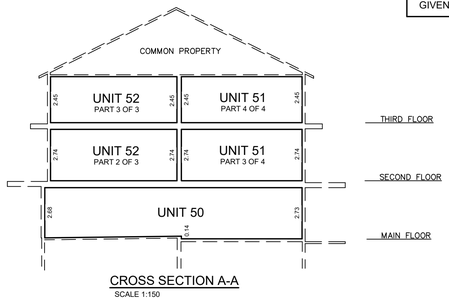
TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1334C-C1

PLOTTED Dec 15, 2023 - 7:41am N:\2022\22-1334\A1 Drawings\A1 Condominium Drawings\22-1334c-Ct-2.dwg



SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
31	44	88	71.7
32	45	150	153.3
33	46	150	155.5
34	47	150	156.0
35	48	150	154.3
36	49	88	70.6
37	50	88	72.0
38	51	150	154.3
39	52	150	156.0
40	53	150	155.5
41	54	150	153.3
42	55	88	71.7
	TOTAL	1552	

UNIT FACTORS FOR UNITS 44 TO 55 ARE GIVEN AS PROVIDED BY THE DEVELOPER.



CROSS SECTION A-A
SCALE 1:150

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ____ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 4 SHEET 1 OF 1

PLAN NO. _____

PHASE 4 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT D AND 1,552/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains 0.088 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999728
Geo-Referenced point is a Standard Iron Post Grid Coordinate: N. E.

Unit Numbers are shown thus; UNIT 44, UNIT 45 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-44 etc., B-45, B-45A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 44-55 are as described in Section 9 (1) of the Condominium Property Act

All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 078 TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

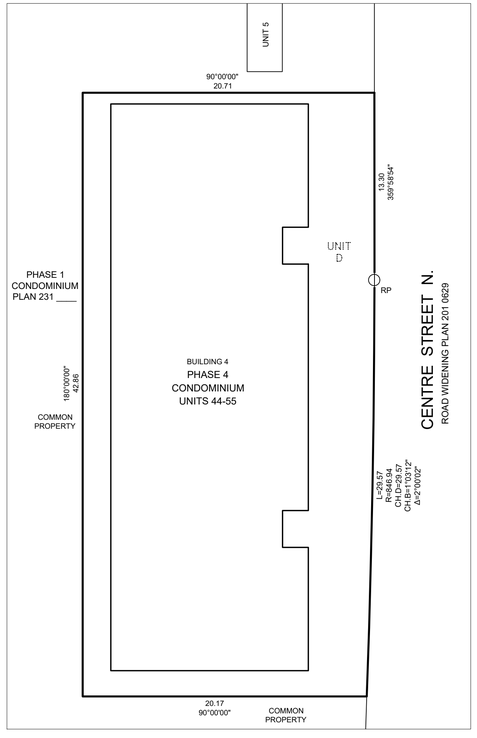
SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

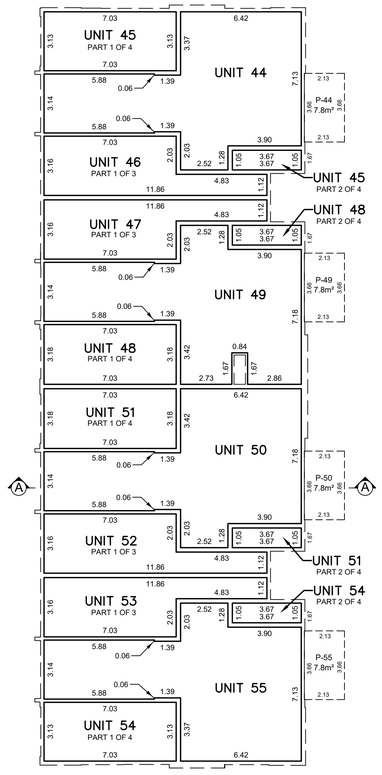
PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

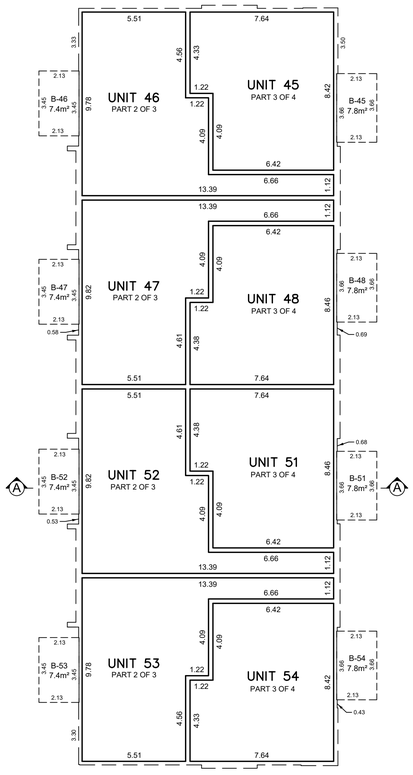
J.S.R.



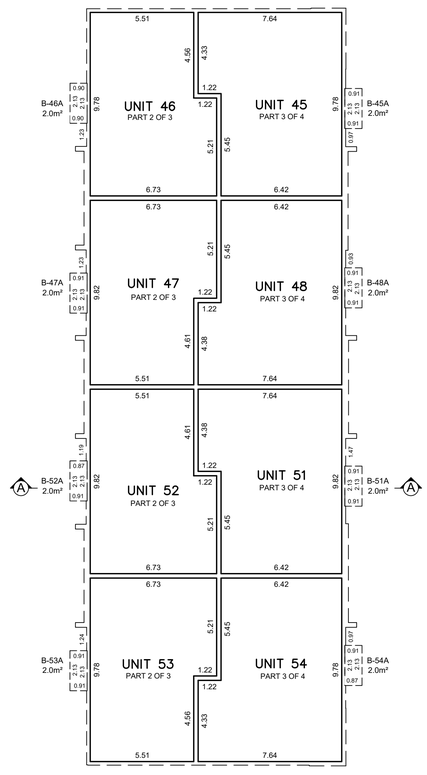
DETAIL A
SCALE 1:200



MAIN FLOOR
SCALE 1:150

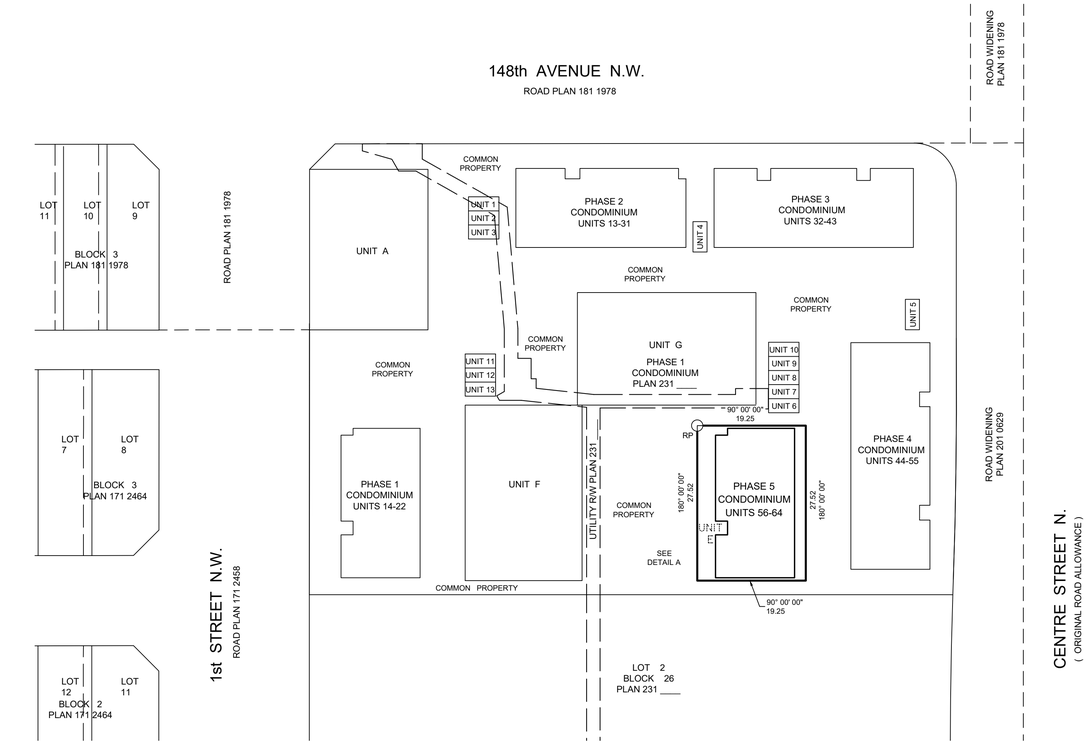


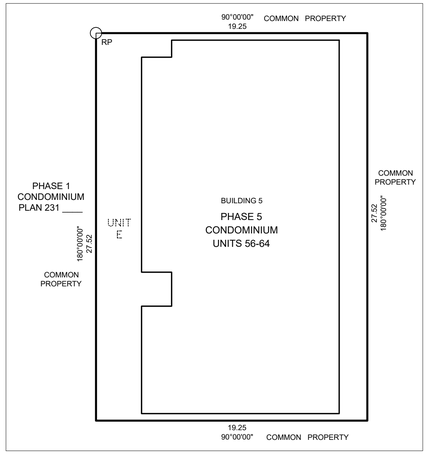
SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150

PLOTTED Dec 15, 2023 - 1:45pm N:\2022\22-1334\A1 Drawings\A2 Condominium Drawings\22-1334C-D1-2.dwg





DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
43	56	80	43.0
44	57	150	137.5
45	58	151	155.9
46	59	150	156.5
47	60	150	138.6
48	61	80	41.5
49	62	80	43.3
50	63	150	138.2
51	64	150	154.9
	TOTAL	1141	

UNIT FACTORS FOR UNITS 56 TO 64 ARE GIVEN AS PROVIDED BY THE DEVELOPER.

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ____ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 5 SHEET 1 OF 1

PLAN NO. _____

PHASE 5 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT E AND 1,141/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains
0.053 ha and is outlined thus:

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999728
Geo-Referenced point is a Standard Iron Post Grid Coordinate: N. E.

Unit Numbers are shown thus; UNIT 56, UNIT 57 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-56 etc., B-57, B-57A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 56-64 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus;

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

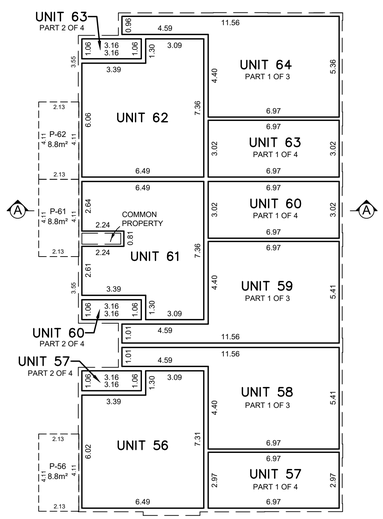
_____

SUBDIVISION AUTHORITY

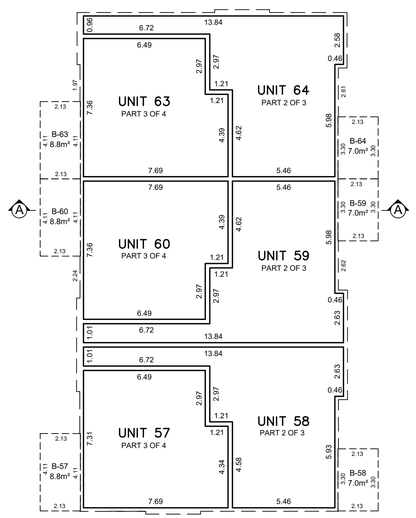
NAME: _____
FILE NO. _____
DATE APPROVED: _____

PLANSET VERSION

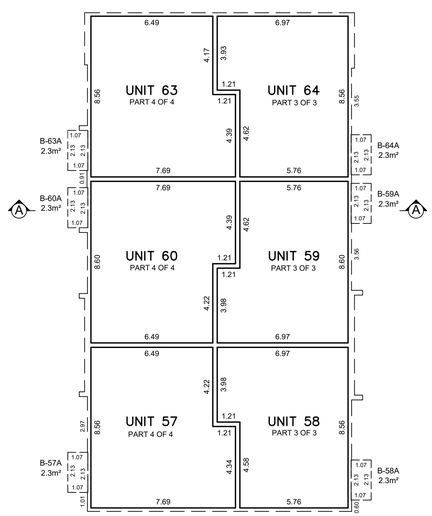
This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17



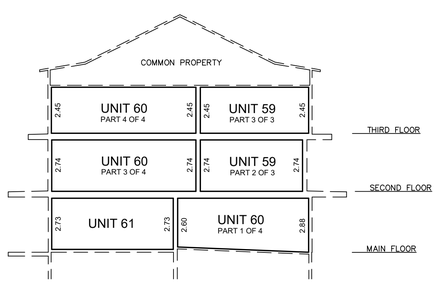
MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



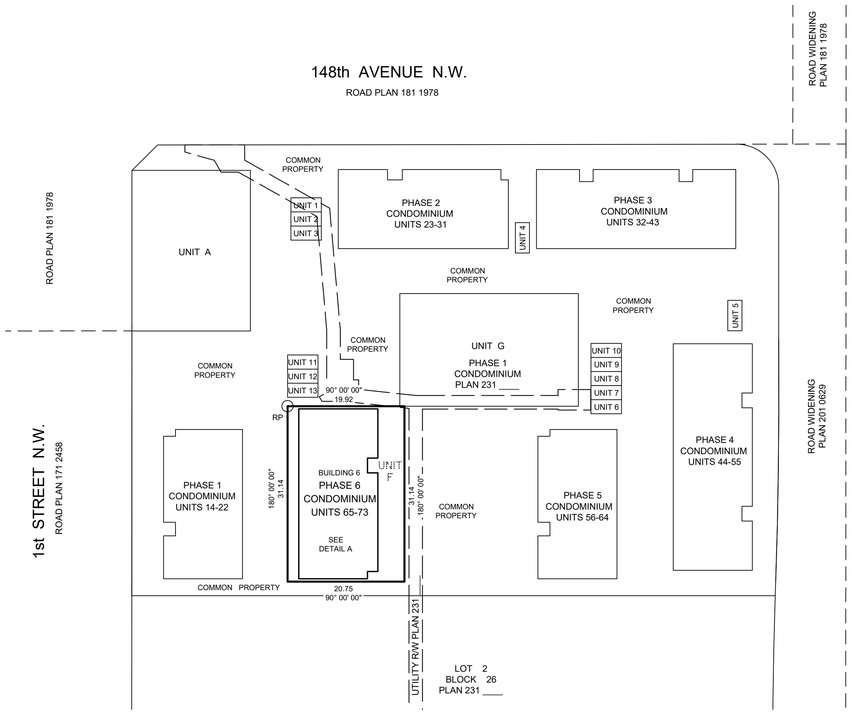
THIRD FLOOR
SCALE 1:150

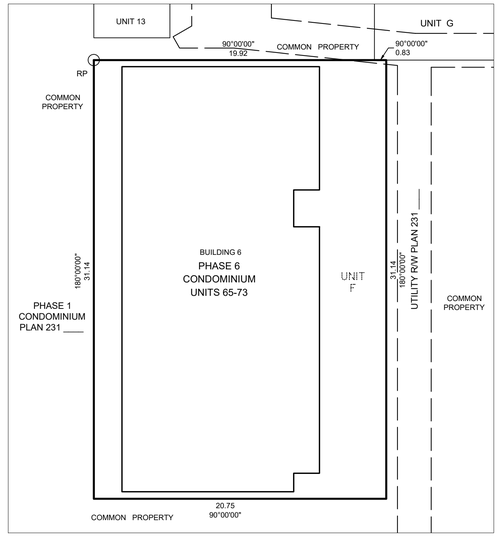


CROSS SECTION A-A
SCALE 1:150

J.S.R.

PLOTTED Dec 15, 2023 - 7:43am \\2022\22-1334\A3 Drawings\A3 Condominium Drawings\22-1334C-E1-2.dwg





DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
61	65	88	71.7
62	66	150	153.3
63	67	150	155.5
64	68	150	156.0
65	69	150	154.3
66	70	88	70.6
67	71	88	72.0
68	72	150	154.0
69	73	150	154.5
	TOTAL	1164	

UNIT FACTORS FOR UNITS 65 TO 73 ARE GIVEN AS PROVIDED BY THE DEVELOPER.

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ____ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 6 SHEET 1 OF 1

PLAN NO. _____

PHASE 6 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT F AND 1,164/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains 0.065 ha and is outlined thus: _____
Geo-Reference Point shown thus: RP◯
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:

Datum	- North American Datum 1983
Projection	- 3° Transverse Mercator
Reference Meridian	- 114° West Longitude
Combined Scale Factor	- 0.999728

Geo-Referenced point is a Standard Iron Post — Grid Coordinate: N. E.

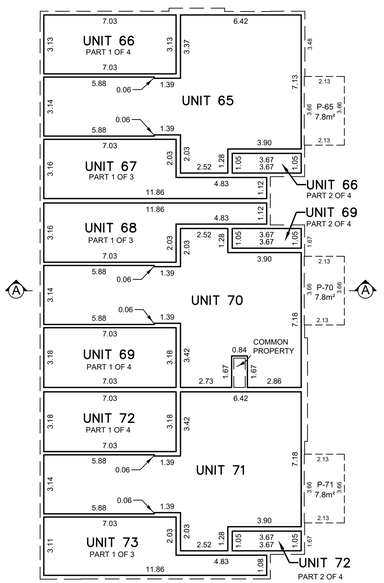
Unit Numbers are shown thus; UNIT 65, UNIT 66 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-65 etc., B-66, B-66A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

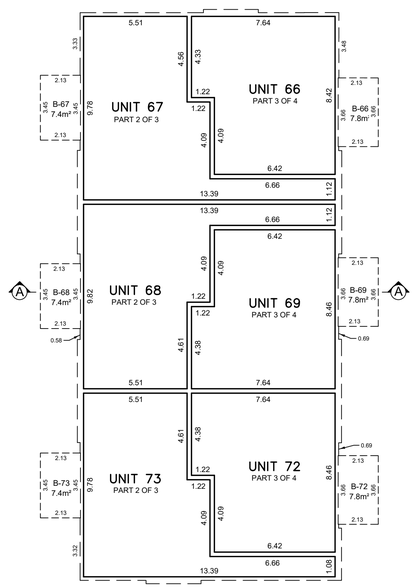
Boundary Definitions:

The boundaries of Unit 65-73 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

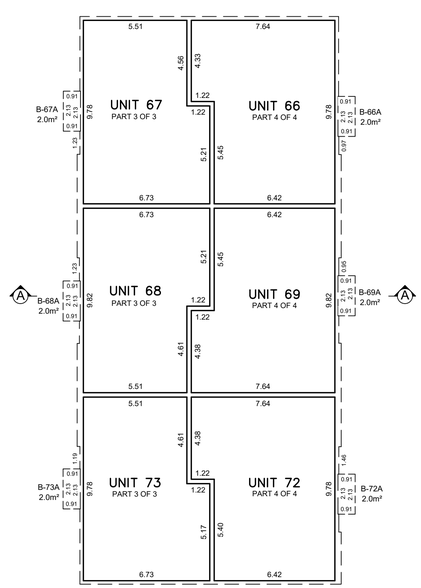
1) where walls exist shown thus; _____ _____



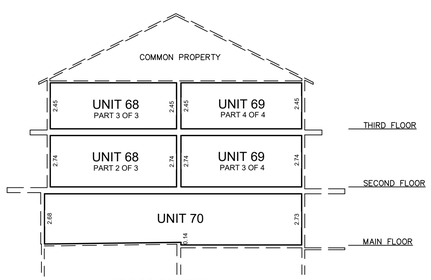
MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

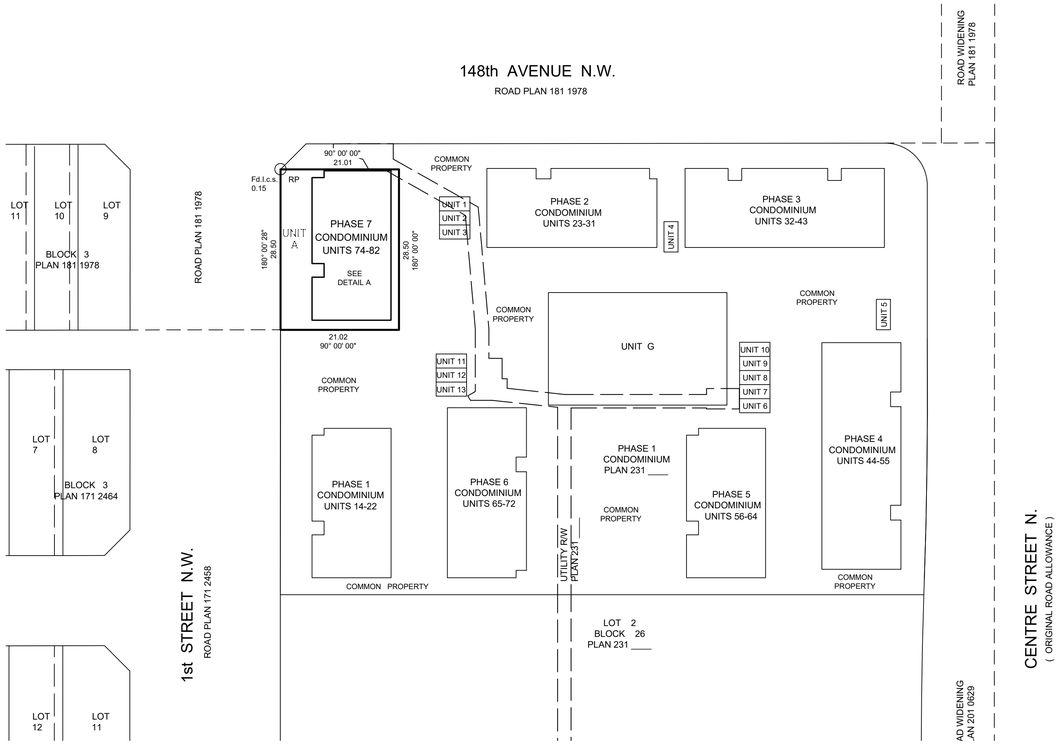
PLANSET VERSION

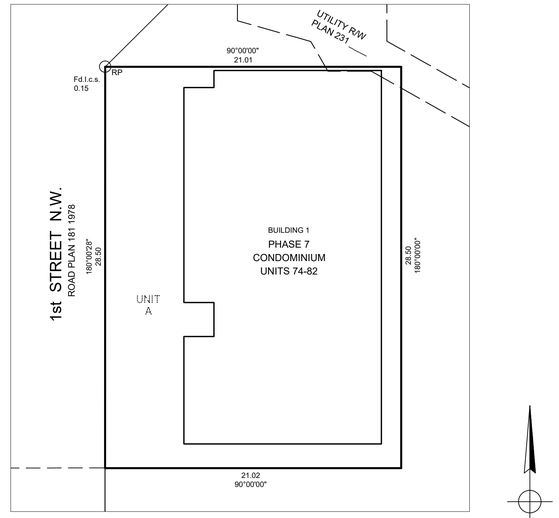
This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1334C-F1

PLOTTED Dec 15, 2023 - 7:45am \\.\2022\22-1334\4.0 Drawings\4.4 Condominium Drawings\22-1334C-F1-2.dwg





DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
1	74	80	43.0
2	75	150	137.5
3	76	151	155.9
4	77	150	156.5
5	78	150	138.6
6	79	80	41.5
7	80	80	43.3
8	81	150	138.2
9	82	150	154.9
	TOTAL	1141	

UNIT FACTORS FOR UNITS 74 TO 82 ARE GIVEN AS PROVIDED BY THE DEVELOPER.

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ____ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 7 SHEET 1 OF 1

PLAN NO. _____

PHASE 7 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT A AND 1,141/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains 0.060 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP◯
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:

Datum	- North American Datum 1983
Projection	- 3° Transverse Mercator
Reference Meridian	- 114° West Longitude
Combined Scale Factor	- 0.999728

Geo-Referenced point is a Standard Iron Post — Grid Coordinate: N. 5672198.715 E. -5007.526

Unit Numbers are shown thus; UNIT 74, UNIT 75 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-74 etc., B-75, B-75A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 74-82 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 078 TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

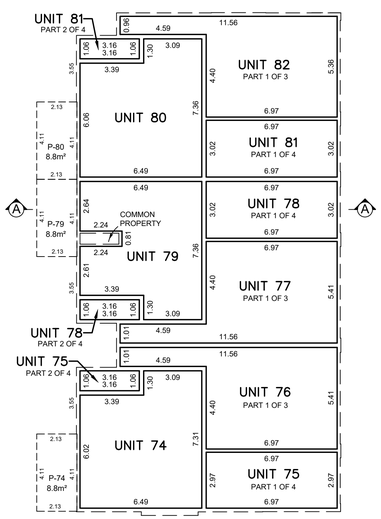
SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

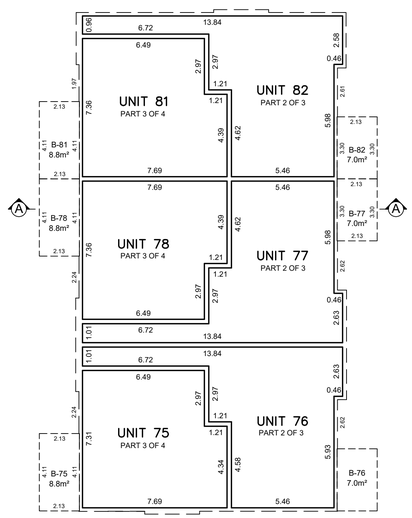
PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

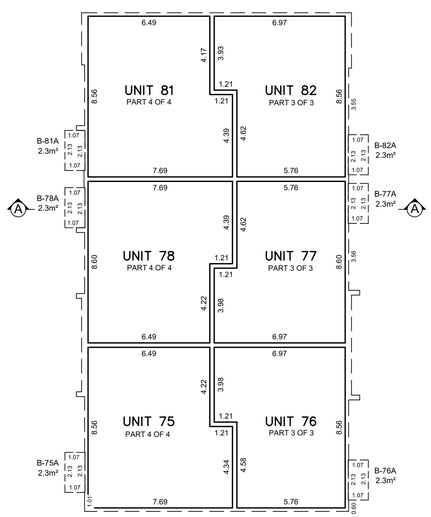
J.S.R.



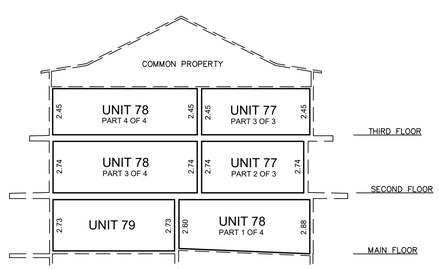
MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150

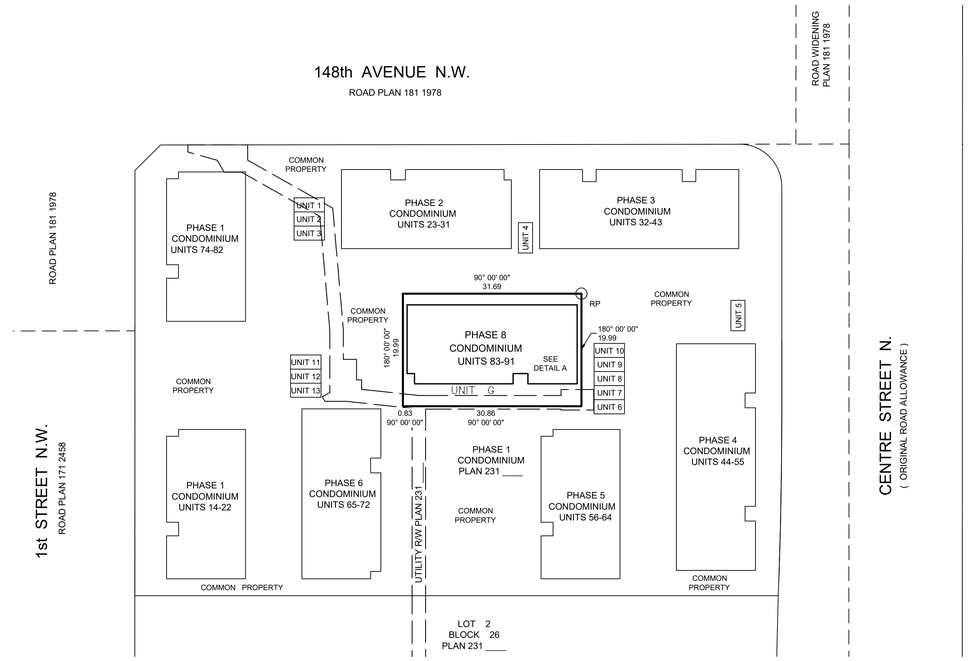


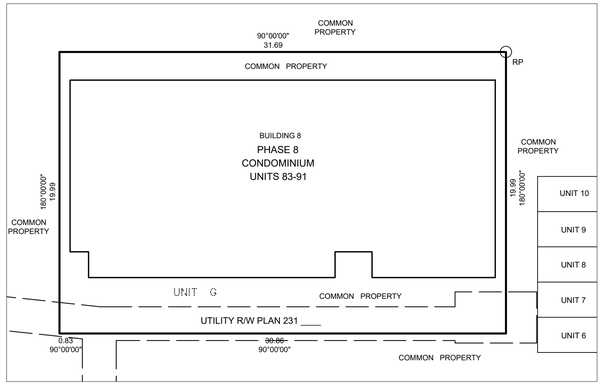
THIRD FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150

PLOTTED Dec 15, 2023 - 7:55am \\2022\22-1334\A1 Drawings\A1 Condominium Drawings\22-1334c-A1-2.dwg

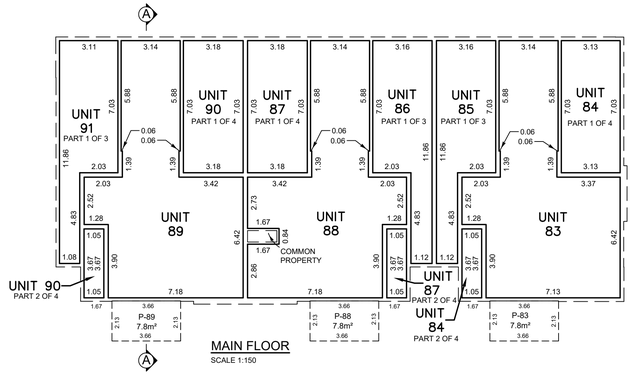




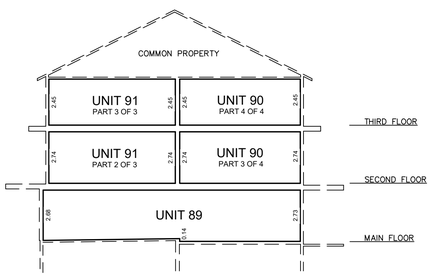
DETAIL A
SCALE 1:200

SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Areas (m^2)
52	83	88	71.7
53	84	150	153.3
54	85	150	155.5
55	86	150	156.0
56	87	150	154.3
57	88	88	70.6
58	89	88	72.0
59	90	150	154.0
60	91	150	154.5
	TOTAL	1164	

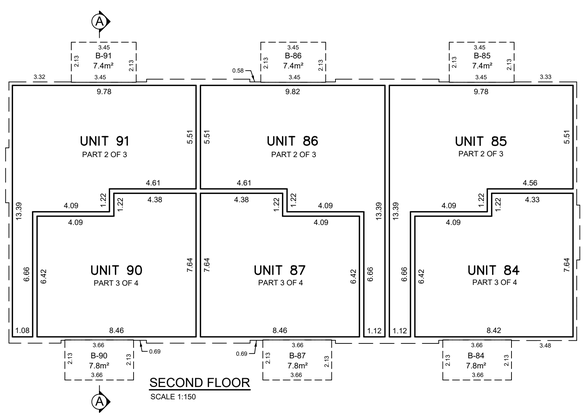
UNIT FACTORS FOR UNITS 83 TO 91 ARE GIVEN AS PROVIDED BY THE DEVELOPER.



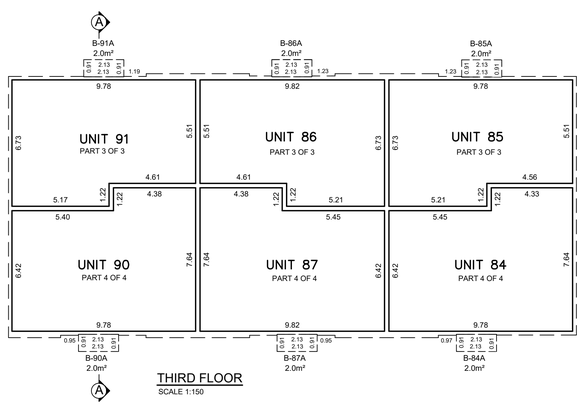
MAIN FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 231 ___ PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 8 SHEET 1 OF 1

PLAN NO. _____

PHASE 8 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT G AND 1,164/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

S.E.1/4 Sec.4, Twp.26, Rge.1, W. 5 M.

SCALE: 1:500

0 2.5 5 10 25 50
METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Statutory Iron Posts are shown thus: found ●, placed ○, marked 'P078'
Area referred to by this plan contains 0.063 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP◯
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999728
Geo-Referenced point is a Standard Iron Post
Grid Coordinate:
N.
E.

Unit Numbers are shown thus; UNIT 83, UNIT 84 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas designated P-83 etc., B-84, B-84A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:

The boundaries of Unit 83-91 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus; _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	M.	Meridian	R/W	Right-of-Way
W.	West	Fd.	Found	R	Radius
S.	South	Pl.	Placed	m	Metres
E.	East	I.	Iron Post	RP	Geo-Referenced Point
Sec.	Section	Mk.	Mark	Δ	Central
Twp.	Township	(R)	Radial		Angle of Curve
Rge.	Range	Bearing			

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF NOVEMBER 25, 2022 AND _____, 2023
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

SUBDIVISION AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2023 04 14 - North Site DPDP1-1
Recieved on: 2023 05 17

J.S.R.

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1334C-H1

PLOTTED: Dec 15, 2023 - 7:40am \\.\2022\22-1334\A1 Drawings\A1 Condominium Drawings\22-1334C-01-2.dwg

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE C

PROPOSED FLOOR PLANS

LIVINGSTON

Bold Designer Townhomes

Project Features





Rohit™ HOMES | Bold Goes Further x LOUIS DUNCAN-HE DESIGNS

Bold Designer Homes

At Rohit Homes, we know it's not just about having a functional floor plan, it's about having a space that you're proud to show off.

Each of our homes features a distinct look that is inspired by you - our customers.

Why Rohit Homes?

- Built by a 4-time Home Builder of the Year
- Peace-of-mind 1-2-5-10 year new home warranty

Your Doorstep And Beyond

- Architecturally designed exterior for eye-catching curb appeal
- Beautiful landscaping and maintenance-free living
- Single or double attached garage for most homes, titled parking stall for the remainder**
- Cement front patio or second and third floor balcony†
- Central green space for outdoor relaxation
- Stay connected! We are less than 5 minutes from the Livingston Hub HOA with its year-round facilities that include a full-size gym, splash park, playground, tennis courts and outdoor skating rink.

Magazine-Worthy Interiors Just Got Better

Working exclusively with Rohit Homes, the Louis Duncan-He team has created three stunning and unique designs for our NEW Bold Designer Interiors™.

These fully-curated designs bring an unparalleled level of style to townhome living. Your home includes these luxurious finishing details:

- Tall 9' ceilings on the main floors
- Designer kitchen cabinets with modern crown molding topping the upper cabinets
- Each kitchen boasts elegant quartz countertops and opulent tile backsplashes
- Generous kitchen island with breakfast bar and plenty of storage
- Stainless steel fridge, smooth-top electric range, dishwasher and microwave
- Convenient washer and dryer included
- Distinctive decorative finishes including eye catching bespoke light fixtures
- Desirable luxury vinyl plank flooring on the main floor
- Luxurious quartz countertops in the baths with matching backsplash

Rohit™ HOMES | Bold Goes Further

** Ask your sales representative for details. † As per plan. * Finishes and features are as per plan and may not be applicable to all models or design energies. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual buildings. No guarantee is made that the facilities or features shown or listed will be built, or if built, will be the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of January 19, 2024.

The FERRERA

Bold Designer Townhomes

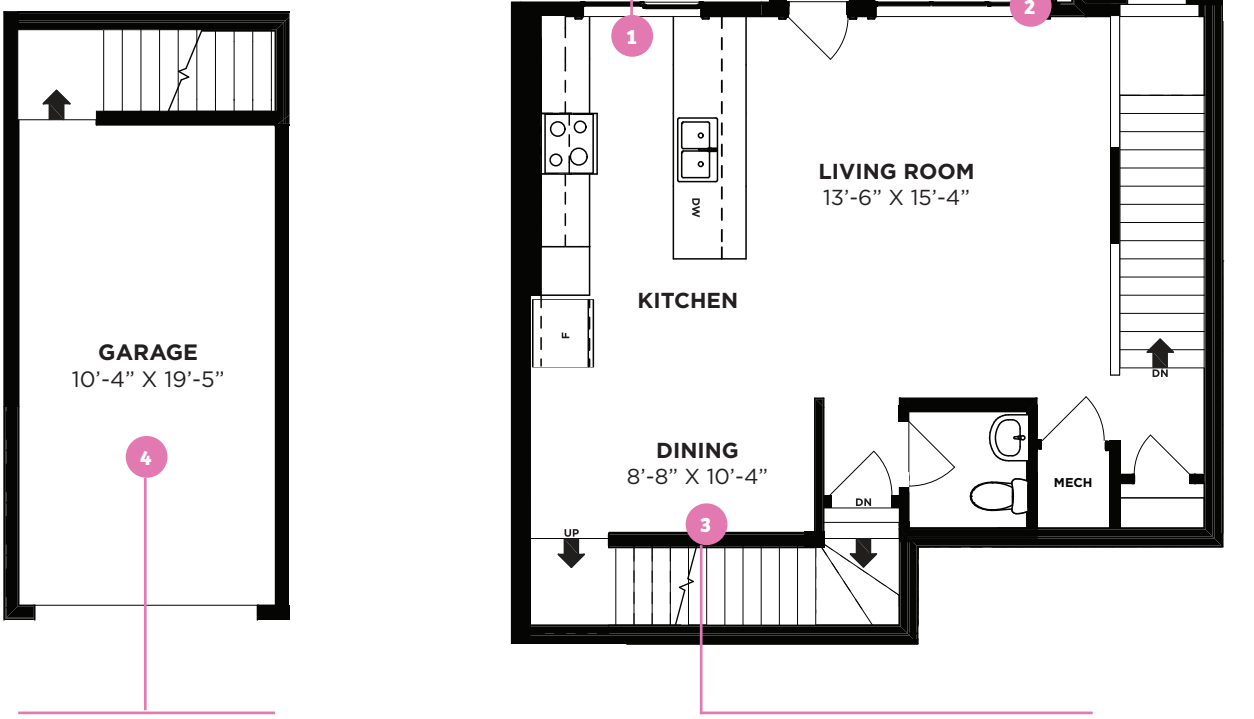
3 Bed
2.5 Bath
1475 sq ft

Main Floor Features

688 SQ FT | 9FT CEILING

1 The Ferrera kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

2 To make the home feel open and airy, we added large windows in the living room to allow for plenty of **natural light**.



4 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

3 A purposefully designed semi-private **dining area** let's you entertain or have family meals while still being connected to the open concept floorplan.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

The FERRERA

Bold Designer Townhomes

3 Bed
2.5 Bath
1475 sq ft

Upper Floor Features

787 SQ FT





8

The large **second and third bedrooms** in the Ferrera purposefully designed to be as large as those found in a single-family home.



5

The Ferrera townhome comes standard with an upper floor **private balcony**. Perfect for morning coffee and evenings spent sipping your favourite beverage.



7

The convenient **upstairs laundry** means no more carrying your laundry up and down the stairs.



6

Your desirable **walk-in closet** has plenty of room for all your clothes.

Rohit™
HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

The FEN

Bold Designer Townhomes

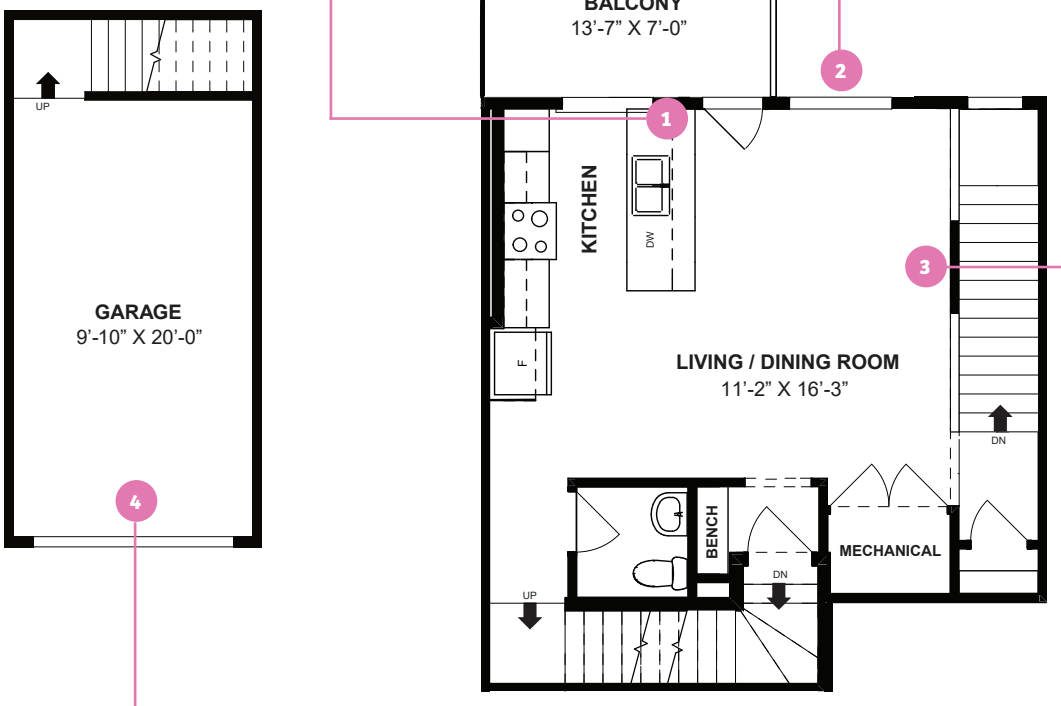
3 Bed
2.5 Bath
1318 sq ft

Main Floor Features

614 SQ FT | 9FT CEILING

1 Designed to be the centre-piece of the kitchen, the elongaged **kitchen island** lets owners cook, snack and entertain all from the one location.

2 To make the Fen feel open and airy, we added large windows in the living room and bedrooms to allow for plenty of **natural light**.



4 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

3 Whether you're entertaining or spending a cozy night in, this **open concept** layout lets you be near it all.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

The FEN

Bold Designer Townhomes

3 Bed
2.5 Bath
1318 sq ft

Upper Floor Features

704 SQ FT

5

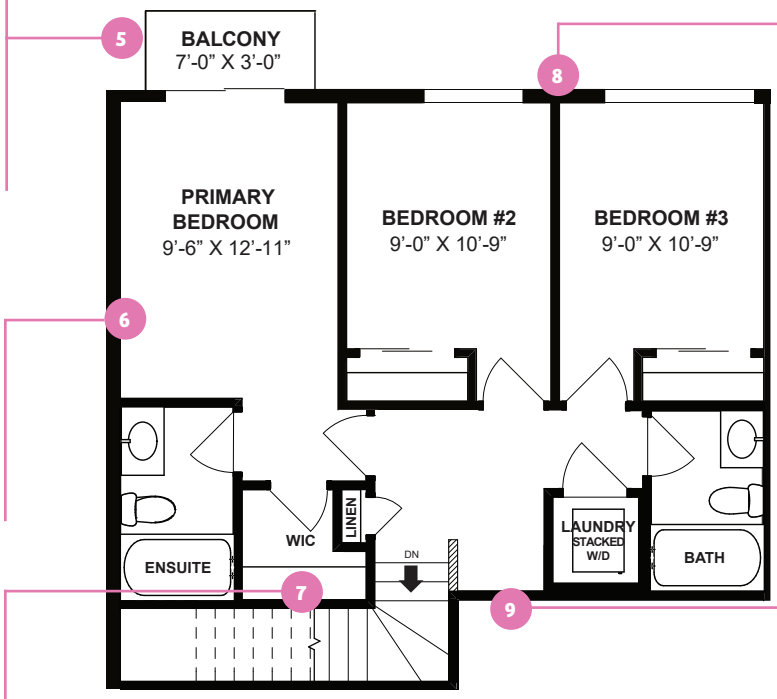
The Fen comes with an upper floor **private balcony.** Enjoy your morning coffee or relax after a long day with your favourite beverage.

6

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

7

Your desirable **walk-in closet** has plenty of room for all your clothes.



8

The large **second and third bedrooms** in the Fen purposefully designed to be the same size as a laned single family home.

9

Use this space as a **pocket office** for homework or as a hub for your home IT gear like a wireless printer.

Rohit™
HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

The CEDAR Bold Designer Townhomes

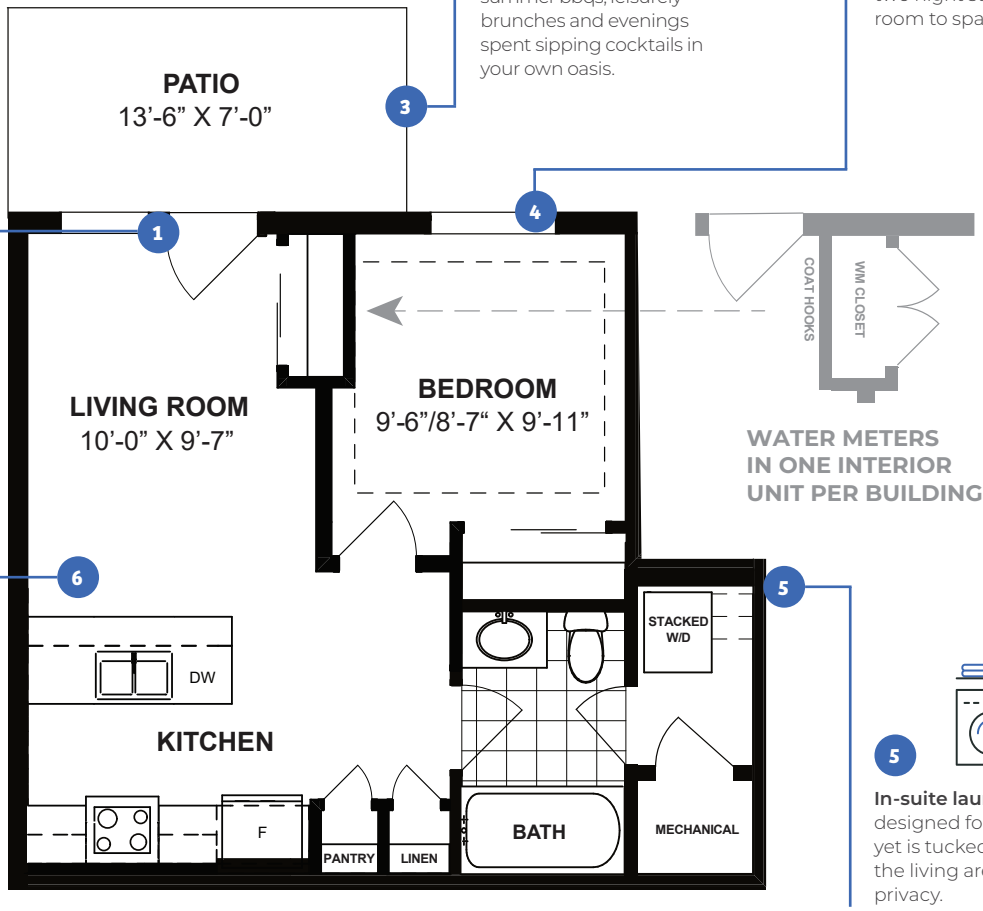
1 Bed
1 Bath
505 sq ft

Key Features

9FT CEILING

1

To make the home feel open and airy, we added large windows in the living room and bedroom to allow for plenty of **natural light**.



3

The Cedar townhome comes standard with its own **private patio**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

4

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

WATER METERS IN ONE INTERIOR UNIT PER BUILDING

6

A **spacious eating bar** comes standard in the Cedar townhome and is designed for cooking and hosting at the same time.

5

In-suite laundry is designed for easy access yet is tucked away from the living areas for greater privacy.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

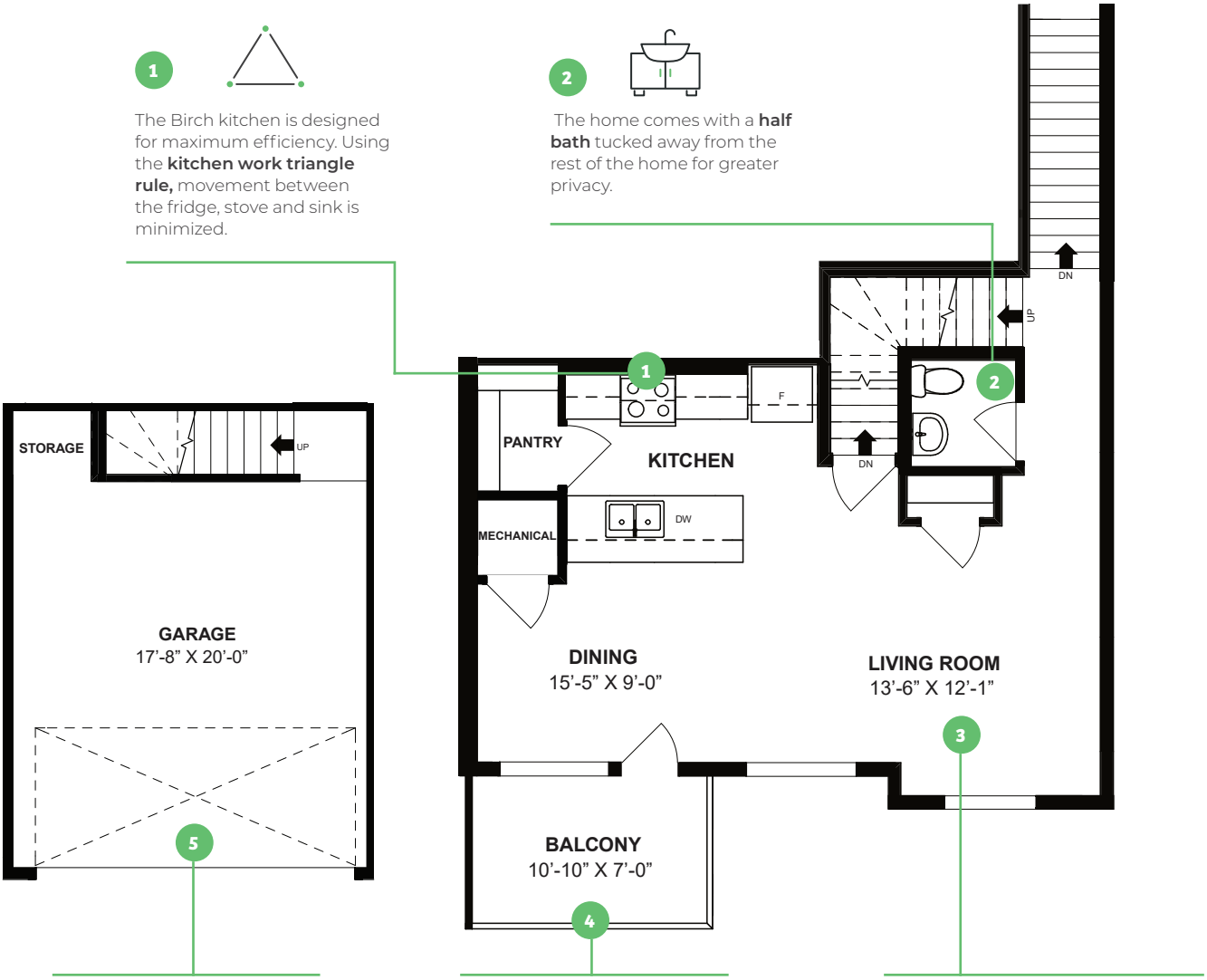
The BIRCH

Bold Designer Townhomes

3 Bed
2.5 Bath
1341 sq ft

Main Floor Features

706 SQ FT | 9FT CEILING



1

The Birch kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

2

The home comes with a **half bath** tucked away from the rest of the home for greater privacy.

5

Your **attached 2 car garage** means no more scraping ice and snow off your car on a cold winter's morning.

4

The Birch townhome comes standard with its own **private balcony**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

3

Created purposefully for entertaining, the Birch features an open concept main floor so that you'll never miss a moment of the action.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 4, 2023.

The BIRCH

Bold Designer Townhomes

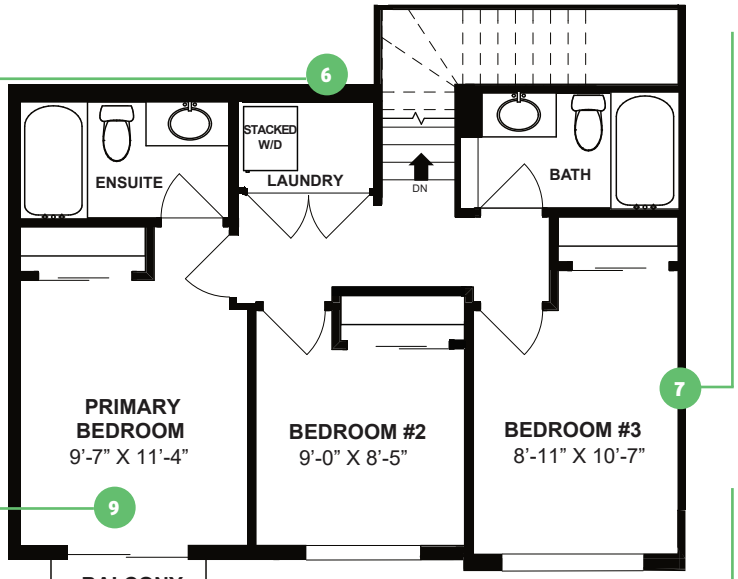
3 Bed
2.5 Bath
1341 sq ft

Upper Floor Features

635 SQ FT

6

Upper floor laundry is designed for efficiency and convenience. No more carrying your laundry up and down the stairs.



7

The large **second and third bedrooms** in the Birch are purposefully designed to be the same size as a laned single family home.

9

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

8

The Birch comes with an upper floor **private balcony.** Enjoy your morning coffee or relax after a long day with your favourite beverage.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 4, 2023.

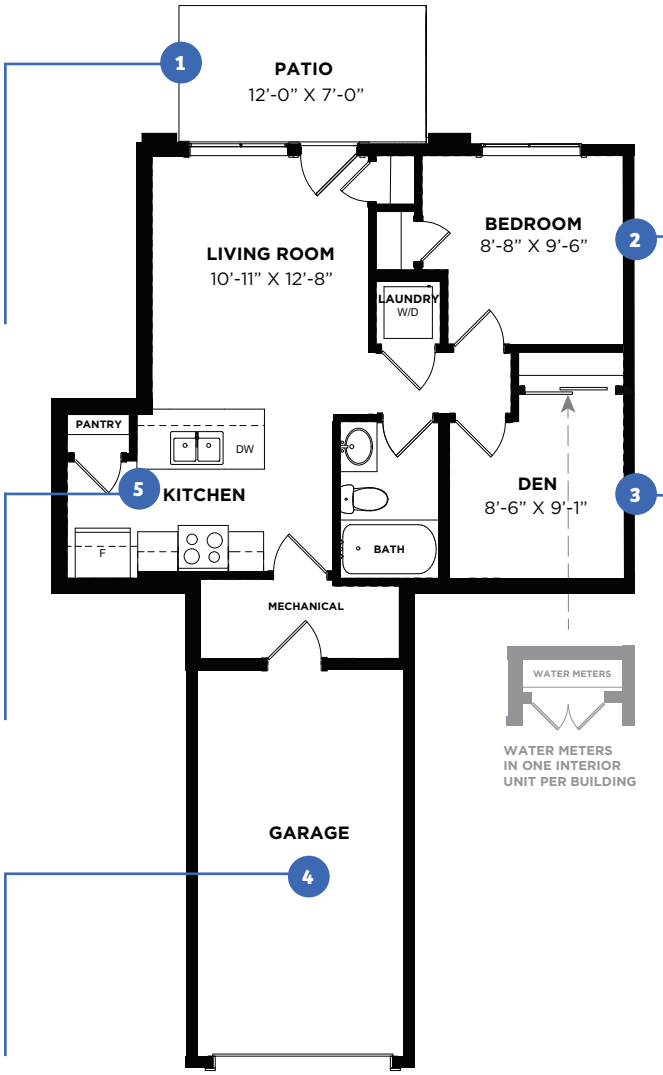
The CALI

Bold Designer Townhomes

1 Bed + Den
1 Bath
618 sq ft

Key Features

GARAGE | 9FT CEILING



WATER METERS IN ONE INTERIOR UNIT PER BUILDING

1

The Cali townhome comes standard with its own **private patio**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

2

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

3

The **multi-functional den** is your special space for a home-office, yoga, library, gaming or as a hobby room.

5

The kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

4

Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

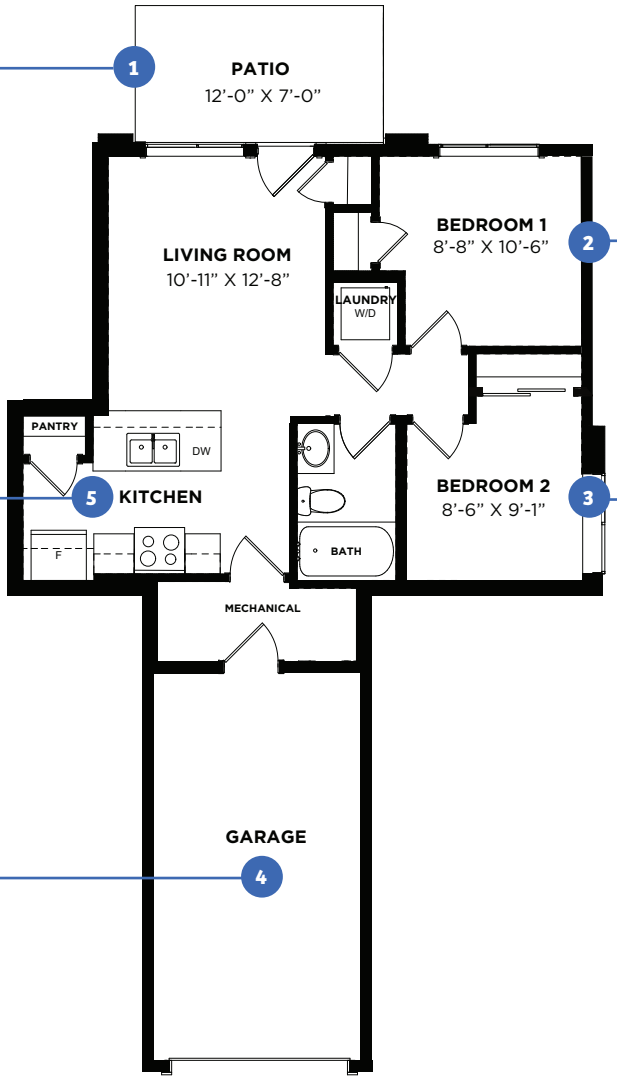
The CALI 2 BD

Bold Designer Townhomes

2 Bed
1 Bath
618 sq ft

Key Features

GARAGE | 9FT CEILING



1

The Cali townhome comes standard with its own **private patio**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

2

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

3

The **second bedroom** is ideal for a roommate, guest bedroom or as a den / home office.

5

The kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

4

Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

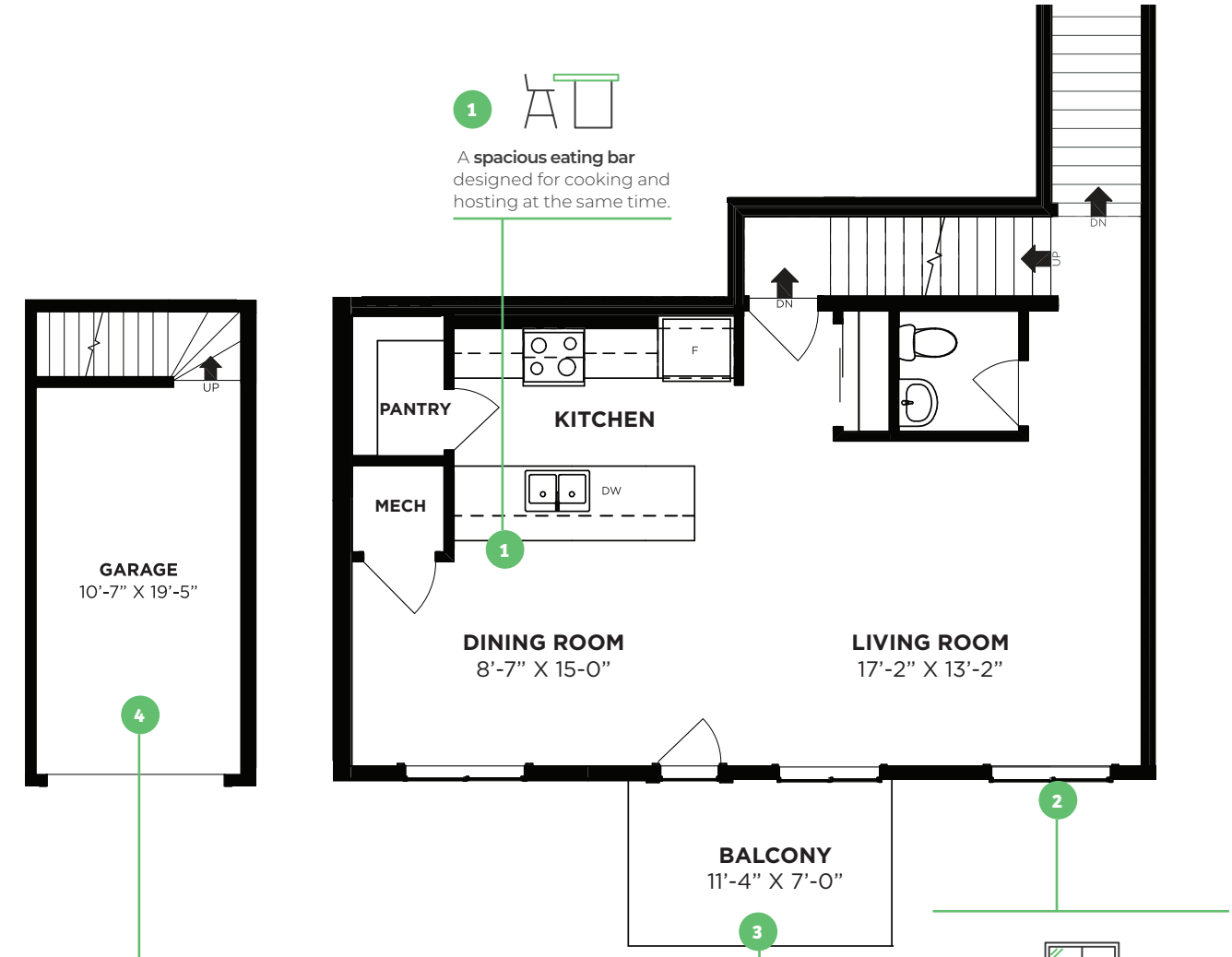
The BERGEN

Bold Designer Townhomes

3 Bed
2.5 Bath
1495 sq ft

Main Floor Features

797 SQ FT | 9FT CEILING



1

A **spacious eating bar** designed for cooking and hosting at the same time.

2

To make the home feel open and airy, we added large windows in the living room and bedrooms to allow for plenty of **natural light**.

3

The Bergen townhome comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

4

Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

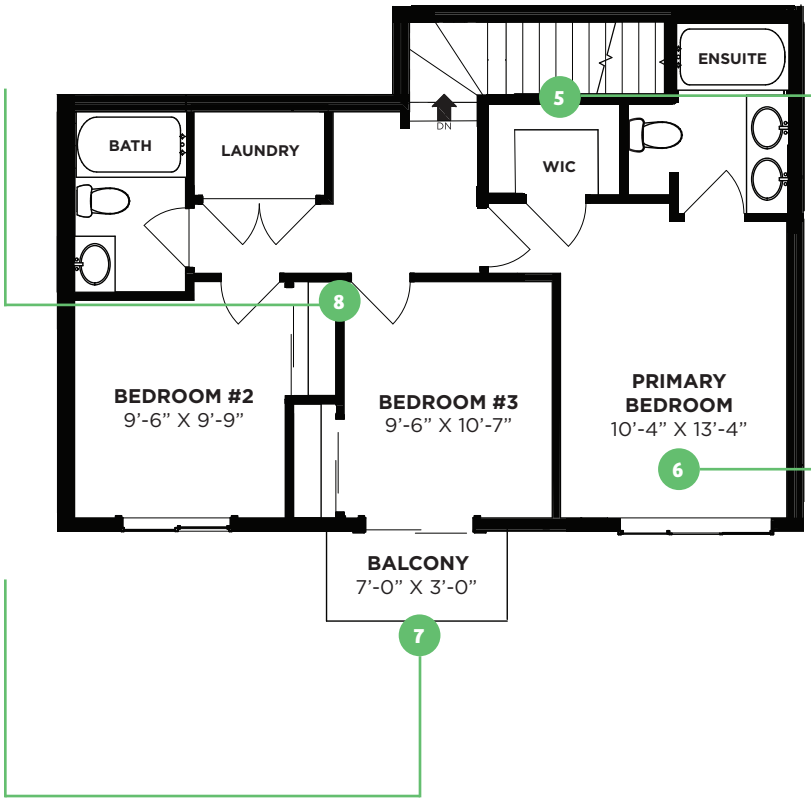
The BERGEN

Bold Designer Townhomes

3 Bed
2.5 Bath
1495 sq ft

Upper Floor Features

698 SQ FT



8

The large **second and third bedrooms** in the Bergen purposefully designed to be as large as those found in a single-family home.

5

Your desirable **walk-in closet** has plenty of room for all your clothes.

6

This **spacious primary bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

7

The Bergen comes with an upper floor **private balcony.** Enjoy your morning coffee or relax after a long day with your favourite beverage.

Rohit™ HOMES | Bold Goes Further

This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of December 5, 2023.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

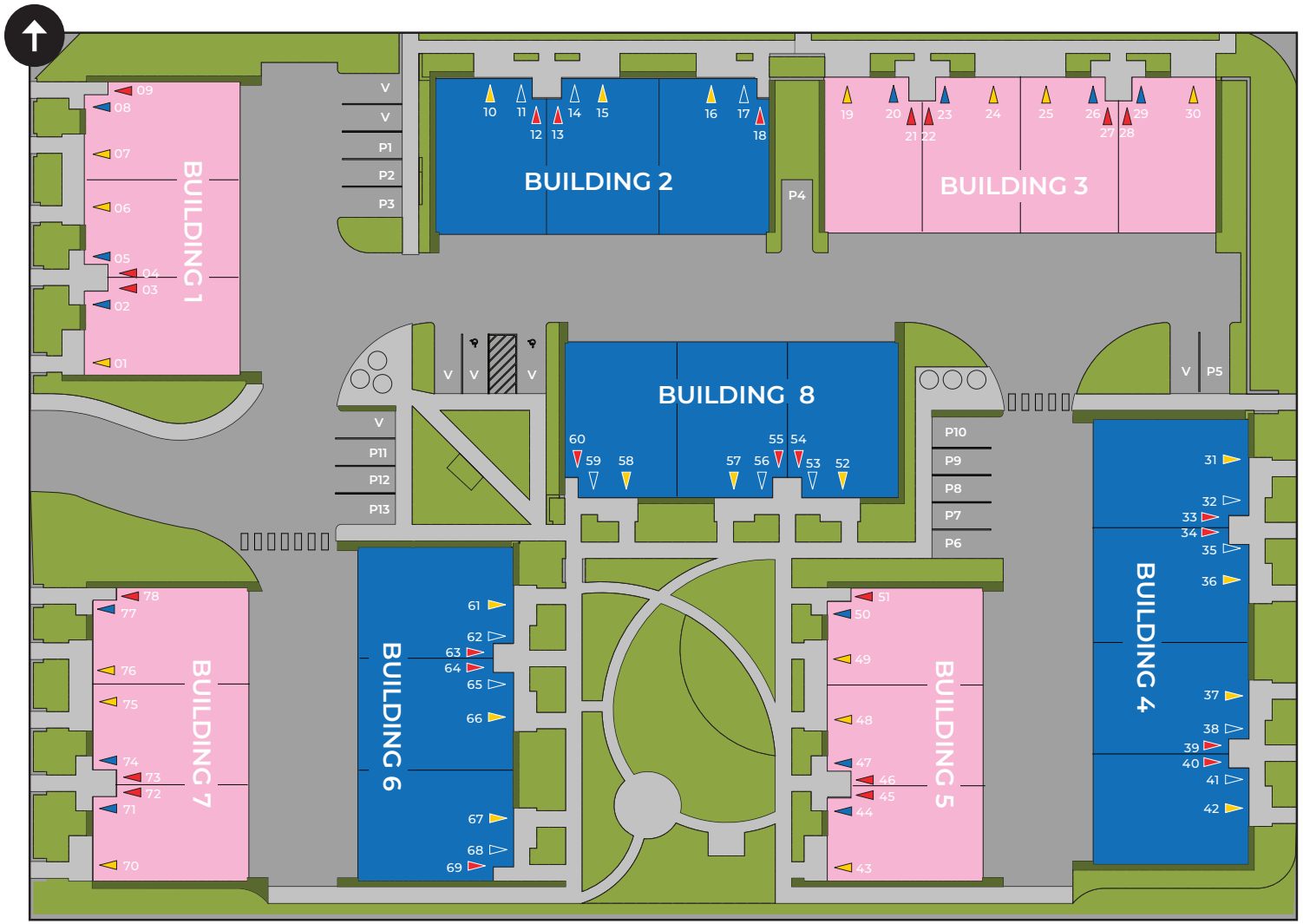
SCHEDULE D

SITE PLAN, COMMON PROPERTY SPECIFICATIONS, UNIT SPECIFICATION SHEETS

LIVINGSTON

Bold Designer Townhomes

Livingston N Site Map



LEGEND

Essential 1.5 Models

- Birch
- Cedar
- Fen

Essential 2.0 Models

- Bergen
- Cali
- Ferrera

Rohit™ HOMES | Bold Goes Further

This site map illustrates some or all of the lots in the project / subdivision. This document is provided for informational purposes only and does not form part of the Agreement. Lot / unit selections need to be reflected in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of January 8, 2024.

DESCRIPTION OF COMMON PROPERTY
LIVINGSTON NORTH TOWNHOMES
CALGARY, AB

1. **General Description of Common Property:**

Livingston North Townhomes is a conventional condominium project, 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 all the buildings on site including roofs, exterior walls, siding, soffits/fascia/eavestroughs and exterior doors & windows;
b) all the hard and soft landscaping within the project including walks, driveways, steps, lawns, trees, fences, retaining walls etc.;
c) standard balconies or patios intended for exclusive use attached to each townhome;
d) visitor parking; and
e) the internal roadway.

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.) including an underground sprinkler system. The exact location of those lines and related equipment will be determined by the project designers and by crews on site.

3. **Grading:**

The Developer will ensure grading as required by municipal bylaws. The Developer reserves the right to add 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:**

The common property roadway will include an appropriate road base, a 1st lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. As various phases and groups of homes are built and occupied, the Developer will arrange to have a 2nd lift of asphalt applied to the roadway. The Developer will build walkways more or less as shown on the project site plan.

7. **Fences:**

The Developer shall construct fencing along the south border of the project. There will be no fencing between units or separating the rear grassed areas behind the units. The Developer reserves the right to construct additional fencing throughout the project. The Developer will also install a project identification sign. Design, location and colours of fencing and the 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 in compliance with City of Calgary Bylaws. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.

9. **Exterior Finishings 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 12.2(b) of the *Condominium Property Act.*

Rohit Communities Specification – Level 12

FOUNDATION AND STRUCTURE

a. Concrete footing, walls, and/or piles as per drawing and engineer's design.
b. Concrete for garage floor (where applicable) and sidewalks.
c. Waterproofing or damp proofing on all below grade exterior surfaces of concrete walls, excluding wing walls.
d. Engineered wood floor joist and wood roof truss.
e. Exterior walls, structural wood studs at 24" o.c. or as per engineering
f. Interior wall partitions, wood studs at 24" o.c. or as per engineering
g. Common walls between suites are double walls, 2" x 4" in size, with 1" airspace between them and one layer fire-rated drywall on both sides.
h. Attached garage with overhead garage door and one remote control per garage stall, where applicable as per plan.

WINDOWS

a. Low E and Argon Gas filled triple pane windows as per plan.
b. Exterior doors and garage entry door as per plan.
c. PVC sliders and picture windows & patio door as per plan.
d. PVC jamb extensions and screens.

ROOFING

a. Self-sealing limited lifetime asphalt shingles over underlayment.
b. Vents and flashing as per building code.
c. Base sheet or ice and water protection along eaves and valleys.

EXTERIOR FINISHING

a. Soffit, fascia and eavestrough as per plan.
b. Stonework as per plan.
c. Second floor balconies vinyl with aluminum railing (where applicable).

PLUMBING

a. Undermount, stainless steel kitchen sink with tap as per colour chart.
b. White fiberglass tub with walls and tub/shower trim as per colour chart.
c. White two piece vitreous china water closet with flush tank and seat cover.
d. White vitreous china, undermount, vanity basin with pop up drain assembly.
e. Pedestal sink as per drawings.
f. Finished faucets as per colour chart.
g. Laundry complete with hot and cold water supply.
h. Domestic hot water supply as per engineer's specifications.
i. Water line to fridge.

HEATING

a. High efficiency furnace with programmable thermostat.
b. Bath fans in bathroom and exhaust fan in kitchen with vents and piping insulated where required by code.
c. White PVC heat registers and metal air return grill.

Rohit Communities Specification – Level 12

ELECTRICAL

a. Decora switches and Decora plugs.
b. Telephone wiring in living room as per plan, and pocket office if applicable, with blank plates.
c. Cable wiring with blank plates as per plan.
d. GFI circuits in all bathrooms and exterior plugs (where applicable).
e. Lighting package as per colour chart.

DRYWALL AND INSULATION

a. All drywall with gypsum board, screw and nail application on exterior walls. Screw and glue application on interior walls.
b. Wall taping with level 4 finish and ready for paint.
c. All ceilings taped, sanded, painted texture.
d. Knockdown ceiling texture throughout.
e. Square corner bead throughout
f. R20 insulation for exterior walls, R12 insulation for internal party wall.
g. R40 insulation in attic space & R28 in cantilever.
h. Attached garage finished with insulation and drywall on all walls and ceiling, with fire tape as per building code and fire code, unpainted.

INTERIOR FINISHING

a. Fiberglass entry door with dead bolt and paint.
b. Pre-hung hollow core wood interior doors with 3 hinges as per colour chart.
c. MDF baseboard and MDF casing around windows and doors, as per colour chart, subject to material availability.
d. Hardware and bathroom accessories as per colour chart.
e. 5 mm mirrors in bathrooms as per plan, below light fixture.
f. Wire shelving as per plan.
g. 4 wire shelves in pantry, design permitting.
h. Wall mounted painted wooden hand rail.

PAINTING

a. Interior walls are finished with one coat of primer and two coats of low luster paint.
b. Interior doors and window trim are finished with one coat of factory primer and two coats of paint.

CABINETS AND COUNTERTOPS

a. 30” tall upper cabinets, colour and door style as per colour chart. White finish interior.
b. Quartz or granite as per colour chart for all countertops.
c. Full depth fridge cabinet in kitchen.

FLOORING

a. 1 Bath Units– Laminate/LVT/LVP (as per colour chart) flooring throughout, except for plush carpet in bedrooms/den and Tile/LVT/LVP (as per colour chart) flooring in bathrooms and rear entry hallway. Laundry and mechanical room unfinished.
b. 2.5 Bath Units
   - Laminate/LVT/LVP as per colour chart throughout main floor except bathrooms.
   - Carpet with underlay on stairs from main to second floor and throughout second floor except bathrooms.
   - Stairs down to garage unfinished.
   - Tile/LVT (as per colour chart) flooring in all bathrooms and laundry.
   - Finished front entry landing and stairs to main floor

c. Tile as per colour chart vertically and horizontally around perimeter of bathtub.

APPLIANCES

a. Stainless steel fridge with ice maker, smooth cooktop stove, dishwasher, over the range microwave and white washer/dryer appliance package included as per plan.

SITE WORK

a. Landscaping as per landscaping plan.

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, builders warranty will be null and void.

WARRANTIES

a. Warranty as per warranty provider.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE E

PHASED DEVELOPMENT DISCLOSURE STATEMENT

PHASED DEVELOPMENT DISCLOSURE STATEMENT

LIVINGSTON NORTH TOWNHOMES

CALGARY, ALBERTA

Livingston North is a townhome conventional condominium project, 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 project is expected to contain a total of 78 residential units, located within 8 buildings, and 13 titled surface parking stalls.

Phase 1 is expected to consist of 13 titled surface parking stalls and bareland phased units for each of the proposed buildings.

The developer reserves the right to increase or decrease the number of residential units by up to 10 units and to increase or decrease the number of parking units by up to 10 units. For example, the total number of residential units could be as high as 88 or as low as 68.

The developer will build more residential units and buildings as and when buyers for those are found. The balance of the project could be built in as many as 8 subsequent phases (i.e. 1 phase per building). However, the developer reserves the right to combine phases as it sees fit.

2. Description of Parking Units and Common Property in the Initial Phase

Number of units:	13 surface parking units.
General size of parking units:	13.5 square metres. Parking units will be sized to meet municipal bylaw, as applicable.

Common Property:

- the developer will construct common property visitor parking as part of the initial phase.
- the developer will construct the underground services (water, sewer, power gas, etc.), entranceway, and the internal roadway and drive aisles as part of the initial phase.
- the developer will install landscaping associated with the first phase within a reasonable time after the initial phase is completed.

Restrictions or qualifications on types of units/common property: None.

Proposed uses of the units/common property: as per Land Use Bylaw.

3. Description of Residential Units and Common Property in Subsequent Phases

Number of units: as shown in paragraph 1.

General size of residential units: between 41.5 and 156.5 square metres (the measurements include garage/ground-level areas, where applicable for a Unit).

Common property:

the developer will construct the exterior and interior common property elements associated with each building in each subsequent phase (building envelope, party walls, asphalt shingles, front verandas, balconies, patios, cement sidewalks adjacent to each building etc.) during the phase that such building is constructed.

- the developer will install landscaping associated with each phase within a reasonable time after each phase is completed.

Restrictions or qualifications on types of units/common property: None.

Proposed uses of the units/common property: as per Land Use Bylaw. Exclusive Use of balconies/patios.

4. Proposed physical appearance / architectural compatibility

All phases will use the same type of construction with similar architectural features and finishing materials. The developer will try to ensure that all phases are essentially consistent with each other, within reason. Colours are at the discretion of the project designer.

5. Availability of Common Property

The developer will construct the underground services (water, sewer, power gas, etc.), visitor parking and the internal roadway as part of the initial phase. As each phase is completed, the occupants in that phase will be able to use all the common property, to the extent that it is not leased or otherwise assigned to the exclusive use of an owner, in that phase and in all previous phases.

6. Condo Fees During Construction

During construction of each phase, the developer is responsible for all operating costs (utilities, insurance, snow removal, etc.) for that phase. Accordingly, the developer will not be required to pay condominium fees for units in phases which are undeveloped or under construction. When customers occupy units before condo fees have been assessed to units in a phase, those customers are required (by their purchase agreements) to pay the developer monthly

maintenance fees (equal to 80% of the estimated condominium fees) to help cover the maintenance expenses for that phase.

Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that phase. The Corporation will then be entitled to begin collecting condominium fees from the owners of all units in that phase, whether the units are sold or not.

7. Allocation of Administrative Expenses / Unit Factors

As a general rule, the condominium corporation will raise the funds required to meet its expenses by levying condominium fees to the owners of completed units, based on the unit factors associated with that unit, subject to any rights to allocate fees on a different basis as set out in the condominium bylaws. Unit factors are to be allocated based on the following principles:

a) The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.

b) Surface parking units have been allocated 1 unit factor.

c) The remaining unit factors are allocated among residential units based on their relative areas and model types, and the phase in which they are developed.

d) The developer reserves the right to adjust unit factors as it sees fit, as long as new unit factors are consistent with the general basis for allocation as set out above.

e) In order to ensure that there are enough unit factors available for all the units, some units may have their unit factors increased or decreased by a minor amount.

f) Proposed Unit factors for all units are shown on the unit factor table printed on the front page of the proposed condominium plan and associated phased condominium plan.

8. Effect on Condo Fees if Future Phases are not Completed

The proposed budget consists mainly of variable costs (i.e. costs that go up or down depending on how many units are built). However, approximately 30% of the budgeted expenses are fixed costs (i.e. they cost the same whether 3 or 56 units are involved). Accordingly, if the future phases are not completed, the condo fees payable by owners in completed phases may increase to cover the portion of the fixed costs which would otherwise have been paid by the unbuilt units.

9. Completion of the Unit

The project may be constructed in 9 phases or more if the developer requires more phases depending on economic conditions over a period of time. All phases that make up the project are to be registered within 15 years from the date that the condominium plan was first registered.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE F

PROPOSED BYLAWS OF THE CONDOMINIUM CORPORATION

THE BYLAWS OF

CONDOMINIUM CORPORATION NO. _____

LIVINGSTON NORTH

TABLE OF CONTENTS

1 DEFINITIONS AND APPLICATIONS 4

1.1 DEFINITIONS 4

1.2 INTERPRETATIONS 6

2 THE OWNERS 6

2.1 DUTIES OF THE OWNERS 6

3 THE CORPORATION 8

3.1 POWERS OF THE CORPORATION 8

3.2 DUTIES OF THE CORPORATION 10

4 THE BOARD 13

4.1 POWERS OF THE BOARD 13

4.2 DUTIES OF THE BOARD 15

4.3 CONSTITUTION OF THE BOARD 19

4.4 ELECTIONS/QUALIFICATIONS 19

4.5 TERMS OF OFFICE 19

4.6 REMOVAL OR DISQUALIFICATION FROM THE BOARD 19

4.7 CASUAL VACANCY 21

4.8 QUORUM OF THE BOARD/VOTING 21

4.9 CHAIR OF THE BOARD 21

4.10 OFFICERS OF THE BOARD 22

4.11 DUTIES OF THE OFFICERS 22

4.12 VALIDITY OF BOARD AND BOARD MEETINGS 23
5 MEETINGS OF THE CORPORATION (THE OWNERS) 23
5.1 GENERAL RULES 23
5.2 NOTICE OF MEETING 24
5.3 PROXIES 24
5.4 QUORUM AND ADJOURNMENT FOR LACK OF QUORUM 25
5.5 ORDER OF BUSINESS AT A CORPORATION MEETING 25
5.6 CHAIR OF GENERAL MEETING 25
5.7 APPROVAL OF GUESTS 26
5.8 VOTING AT MEETINGS 26
5.9 ELECTRONIC VOTING AT MEETINGS OF THE BOARD OR CORPORATION 29
6 INSURANCE 29
6.1 UNIT OWNERS 29
6.2 CORPORATION 30
6.3 PERSONAL PROPERTY AND INJURY 36
7 RESTRICTIONS TO THE PARCEL 36
7.1 PURPOSE IN RESTRICTING USE OF THE PARCEL 36
7.2 GENERAL RESTRICTIONS 37
7.3 EXCLUSIVE USE AREAS 46
7.4 RESTRICTIONS GOVERNING USE OF UNITS 47
7.5 RENTAL OF UNITS 48
8 COMMON EXPENSES & CONTRIBUTIONS 48
8.1 BUDGET 48
8.2 COMMON EXPENSES 49
8.3 ASSESSMENT OF FEES 50
8.4 PAYMENT OF COMMON EXPENSES 51

8.5 COLLECTION OF FEES 52
9 BYLAWS 54
9.1 OBSERVANCE OF BYLAWS 54
9.2 AMENDMENT OF BYLAWS 55
10 MISCELLANEOUS 56
10.1 NOTICES 56
10.2 SEVERABILITY 57
10.3 CHANGE OF LEGISLATION 57
10.4 MUNICIPAL BYLAWS 57
10.5 NON-PROFIT CORPORATION 57
10.6 PHASED REGISTRATION 58
10.7 DEVELOPER RIGHTS 58

These Bylaws have been enacted by Condominium Corporation No. _____ to replace all previous Bylaws, including those in Schedule 4 of the Condominium Property Regulation of Alberta.

1 DEFINITIONS AND APPLICATIONS

The following definitions shall apply to all parts of these Bylaws.

1.1 DEFINITIONS

1.1.1 "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 or replacement of the Act;

1.1.2 "Board" means the Board elected pursuant to these Bylaws. Board members may be referred to as Directors;

1.1.3 "Building" means for purposes of these By-laws and the Act, any building located on the Parcel;

1.1.4 "Bylaws" means the Bylaws of the Corporation, as amended from time to time;

1.1.5 "Common Expense" means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as Common Expenses in these Bylaws;

1.1.6 "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;

1.1.7 "Condominium Plan" means the plan registered with the Alberta Land Titles Office pursuant to the Act and referred to as Condominium Plan No. _____;

1.1.8 "Contribution" shall have the meaning as defined in the Act;

1.1.9 "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan;

1.1.10 "Developer" means Rohit Livingston North Ltd. or any successor or assign thereof;

1.1.11 "Electronic Means" shall have the meaning as defined in the Act;

1.1.12 "Exclusive Use Area" means those areas, being part of the Common Property, determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with a Unit, including those patios and balconies associated with a Unit, if such a Unit has a patio or balcony;

1.1.13 "Insurance Trustee" means any company or person authorized to act as an Insurance Trustee under the laws of the Province of Alberta and who may be appointed from time to time on Ordinary Resolution of the Corporation. If no Insurance Trustee is appointed then the Insurance Trustee shall be the Board;

1.1.14 “Interest” means a rate of 18% per annum, or such other rate prescribed as the maximum amount of interest permitted to be charged as interest in accordance with the Act and Regulation, compounded annually, or such other rate of interest as approved from time to time by Ordinary Resolution, calculated from the due date until payment in full on any arrears of Contributions levied or any other monies owed to the Corporation. The Board may waive or reduce the requirement to pay Interest, on a case by case basis, as it sees fit;

1.1.15 “Legal Costs” means any legal cost incurred by the Corporation payable by an Owner on a solicitor and their own client full indemnity basis;

1.1.16 “Manager” means the professional manager first retained by the Developer or any successor contractually appointed as Manager pursuant to Bylaw 4.1.3;

1.1.17 “Mortgagee” means the holder of a mortgage registered against the title to one or more Units in the Condominium Plan;

1.1.18 “Municipality” means the city, town, village, or municipal district where the Parcel is situated;

1.1.19 “Occupant”, “Occupier”, or “Tenant” means the rightful and lawful occupant or lessee of a Unit whether or not the occupant or lessee is the owner, and includes all family members, invitees, licensees, such persons, servants and guests of such persons except where there is something in the subject matter or context inconsistent with such interpretation;

1.1.20 “Ordinary Resolution” shall have the meaning as defined in the Act;

1.1.21 “Owner” means any owner of a Unit in the Condominium Plan;

1.1.22 “Parcel” means the land comprised in the Condominium Plan;

1.1.23 "Phase" means each phase of the Condominium Plan registered by the Developer in accordance with the Phased Development Disclosure Statement filed by the Developer upon initial registration of the Condominium Plan;

1.1.24 “Parking Unit” means a Unit located on the surface, intended for use as a parking stall as depicted on the Condominium Plan;

1.1.25 “Regulation” means the Condominium Property Regulation, Alta Reg 168/2000, as amended, and any other regulation or regulations which may be passed in substitution therefor or replacement thereof;

1.1.26 “Residential Unit” means a Unit intended for use as a personal residence as depicted on the Condominium Plan;

1.1.27 “Reserve Fund” means the fund created for the purposes as outlined in Section 38 of the Act or any section passed in substitution therefor or replacement thereof and Bylaw 4.2.6. The fund is an asset of the Corporation;

1.1.28 “Save harmless” means to relieve from responsibility or liability for any damage or loss;

1.1.29 "Special Resolution" shall have the meaning as defined in the Act;

1.1.30 "Standard Insurable Unit Description" means the description of the standard fixtures and finishings of a typical Residential Unit, being the items the Corporation's insurance is to cover, as determined by the Corporation from time to time in accordance with Regulation and for Parking Units shall mean the replacement value of the Parking Units as such Parking Units were typically provided to purchasers by the Developer;

1.1.31 "Unit" means an area designated as a Unit by the Condominium Plan;

1.1.32 "Unit Charge" means such charge or charges as may be assessed, pursuant to these Bylaws, against an Owner as a Contribution and which shall be recoverable by the Corporation as a Contribution in arrears;

1.1.33 "Unit Factor" means the unit factor for each Unit as more particularly described in the Condominium Plan.

1.2 INTERPRETATIONS

1.2.1 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws.

1.2.2 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 therefor or replacement thereof, unless the context otherwise requires.

1.2.3 These Bylaws are to be read with all changes of number and gender as required by the context, and the word "Owner" or "Owners" shall be read "Tenant" or "Tenants", "Resident" or "Residents" or "Occupant" or "Occupants" as the context may require.

1.2.4 If the Act is amended so as to substitute or replace any section of the Act or Regulation referred to in these Bylaws, then such reference shall be deemed to be a reference to the corresponding section of the Act or Regulation as amended, substituted or replaced.

1.2.5 In the event of any conflict between these Bylaws and the Act and Regulation, the Act and Regulation shall prevail.

2 THE OWNERS

2.1 DUTIES OF THE OWNERS

An Owner shall:

2.1.1 permit the Corporation and its agents, on 24 hours written notice (except in case of emergency when no notice is required), to enter in or on their Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other

facilities for the furnishing of utilities for the time being existing in the Residential Unit and capable of being used in connection with the enjoyment of any other Residential Unit or Common Property, or for the purpose of maintaining, repairing and renewing the Common Property including the exterior or outside surfaces of the building, or for the purpose of ensuring that the Bylaws are being observed. The written notice must state the reason for the entry and specify both a date and time of entry;

2.1.2 immediately carry out all work that may be ordered by any municipal or public authority in respect of their Unit or Exclusive Use Area and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;

2.1.3 maintain and repair their Residential Unit including all furnishing, fixtures and improvements to the Unit (including those fixtures and finishings listed in the Standard Insurable Unit Description except where the repair is covered as an insurable loss under the Corporation's insurance), floor coverings, window screens, fixtures, appliances, garage door motors and interior components of the garage door system, pipes, wires, cables, ducts, conduits, plumbing, sewer and other facilities contained within the Residential Unit and that furnish utilities in the Residential Unit and which service that Unit alone. Without limiting the generality of the foregoing, an improvement includes any addition, alteration, or improvement to the Residential Unit, beyond the Standard Insurable Unit Description fixtures and finishings, made by a current or prior Owner or Occupant. If the Owner fails to maintain or repair their Residential Unit and after 10 days written notice to do so given by the Corporation, then the Corporation may carry out such work and all costs incurred by the Corporation in so doing including, without limitation, labour, materials, normal overhead, Interest and Legal Costs will be charged by the Corporation as a Unit Charge against the Owner;

2.1.4 keep and maintain heating in operation within their Residential Unit to a temperature that ensures against pipe freezing in the Residential Unit or any adverse impact whatsoever on adjoining Units and Common Property or their heating, use and enjoyment;

2.1.5 use and enjoy the Common Property in accordance with these Bylaws, the Act, Regulation, all resolutions passed by the Corporation, and all rules and regulations passed by the Board in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners, Tenants, Occupants or their families or visitors;

2.1.6 notify the Corporation immediately, in writing, upon any change of ownership or of any mortgage, or other dealing in connection with their Unit;

2.1.7 comply with and cause all their Tenants, Occupants, family or visitors of their Unit to comply with the Act, Regulation, Bylaws, policy statements and rules and any non-monetary sanctions imposed by the Board. All absentee Owners shall keep a copy of the Bylaws in their Residential Unit for the use and benefit of their Tenants or Occupants;

2.1.8 pay to the Corporation when due all monthly Contributions levied against their Unit or monies owing to the Corporation together with Interest thereon;

2.1.9 deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debits for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;

2.1.10 pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;

2.1.11 indemnify the Corporation and pay to the Corporation any costs incurred including Legal Costs, management expenses and fees as a result of any action taken by or on behalf of the Corporation, whether by suit or otherwise, against the Owner or an Occupant to enforce any Bylaws of the Corporation or to collect any Common Expenses or any other Contributions, costs or monetary sanctions levied or assessed against their Unit. Such Legal Costs and other costs incurred by the Corporation shall be charged, together with Interest, against the Owner as a Unit Charge;

2.1.12 allow the Board, Corporation, and the Manager or any representative thereof entry to the Owner's Unit in the event of an emergency, for the purposes of protecting Common Property, the property of other Owners or Occupants and the property of the Corporation. The Corporation or anyone authorized by it may determine whether an emergency exists. If an Owner shall not be personally present to grant entry to their Unit, the Corporation or its agents may enter upon such Unit and the Owner shall Save harmless such persons from any claim or cause of action for damages by reason thereof;

2.1.13 pay for all utility services to their Unit not included in the Common Expenses including, without limitation, water, heat, electricity, cable, internet and telephone services, as applicable.

3 THE CORPORATION

3.1 POWERS OF THE CORPORATION

The Corporation may, through the Board:

3.1.1 exercise all of the rights, powers and duties conferred on the Corporation by the Act, the Regulation and the Bylaws;

3.1.2 purchase, hire or otherwise acquire or dispose of or deal with personal and real property for use by Owners 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 on approval by a Special Resolution;

3.1.3 borrow monies required by it in the performance of its duties or the exercise of its powers, provided that the Corporation shall not borrow in excess of 15% of the Corporation's revenues as set out in the most recent financial statements on any occasion or incur a total debt at any time exceeding 15% of the Corporation's revenues as set out in the most recent financial statements without such borrowing or indebtedness being approved by an Ordinary Resolution;

3.1.4 secure the payment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid Contributions (whether levied or not) or mortgage of any property vested in it, or by combination of those means;

3.1.5 issue a statement to a lender, or a prospective lender, attesting to the Corporation's maximum permitted borrowing amount, as of the date of such statement and the remaining permitted borrowing amount, based on current Corporate indebtedness;

3.1.6 invest as it may determine, any monies in the funds for administrative expenses, to the extent permitted by law and subject to the restrictions set forth in Section 43 of the Act and Schedule 2 of the Regulation;

3.1.7 make an agreement with any Owner or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant thereof;

3.1.8 grant to an Owner the right to exclusive use and enjoyment of Common Property or special privileges in respect thereof, but any such grant shall be terminable on reasonable notice unless the Corporation by Ordinary Resolution otherwise resolves;

3.1.9 grant to an Owner by lease, licence or other instrument, the right to exercise exclusive possession in respect of an area of the Common Property adjoining or relating to such Owner's use of their Unit under Section 50 of the Act (a "grant of exclusive possession"), on such terms and conditions as may be determined or approved by the Board from time to time, provided that such grant of exclusive possession shall be available only for the benefit of Owners, purchasers, Tenants and other lawful Occupants of such Unit, and shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days' notice by the Corporation as against any grantee, lessee or assignee, or if an Owner ceases to be an Owner;

3.1.10 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 a Unit with which the Corporation may be concerned, including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;

3.1.11 pay an annual honorarium or stipend to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;

3.1.12 in the event of fire, gas, water leakage or other emergency situation, gain entry or force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the Common Property or the property of other Owners, Tenants, Occupants and the Corporation as the case may be.

3.2 DUTIES OF THE CORPORATION

3.2.1 ADMINISTRATION

The Corporation shall, through the Board:

(a.) control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by the Corporation;

(b.) control, manage, administer and repair the Common Property for the benefit of all the Owners and for the benefit of the entire Corporation;

(c.) ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Developer's ability to construct and/or complete, maintain, repair, and market the Condominium, and to fulfill the Developer's obligations to all governmental authorities;

(d.) do all things required of it by the Act, Regulation, these Bylaws, and any resolutions of the Corporation in force from time to time;

(e.) provide and maintain in full force all such insurance as is required by the Act, Regulation and the Bylaws;

(f.) pursuant to Section 38 of the Act, create and maintain by Contribution, a Reserve Fund;

(g.) maintain and keep a register pertaining to all grants of exclusive possession (including Exclusive Use Areas) in respect of the Parcel; and

(h.) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all Corporation documents and information as required, and for such time periods as mandated by the Act and Regulation, including, without limitation, Section 44.2 of the Act and Schedule 3 of the Regulation.

3.2.2 DUTY TO MAINTAIN & REPAIR

The Corporation shall:

(a.) where practical, maintain suitable landscaping on the Common Property;

(b.) repair and maintain (including renewal or replacement where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities existing or required in the Parcel, or capable of being used in connection with the enjoyment of the Common Property or more than one Unit;

(c.) provide for regular collection of garbage, should the Municipality not provide such a service, and, if necessary, provide suitable garbage receptacles on the Common Property for use by all Owners;

(d.) if required by law, provide for collection of compostable food scraps and/or recycling, should the Municipality not provide such a service, and, if necessary, provide suitable receptacles for such purposes on the Common Property for use by all Owners;

(e.) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation (including without limitation, Exclusive Use Areas):

i.) maintain the Common Property whether that maintenance may be required as a result of reasonable wear and tear, or otherwise;

ii.) remove ice, snow, slush, and debris from and keep and maintain in good order and condition areas of the Common Property designated for vehicular or pedestrian traffic, including front sidewalks and Parking Units, but not including snow removal from any Exclusive Use Area patios and balconies, which shall be the Owner's responsibility;

iii.) provide and maintain outside lighting on the Common Property to the standard approved from time to time by the Board; and

iv.) maintain in good order and condition all grassed or landscaped areas of the Common Property;

(f.) 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 buildings containing the Units, including without limiting the generality of the foregoing, foundations, exterior walls, all roofing materials, eavestroughs and exterior drains, exterior beams and trim, patios, balconies and balcony railings and stairs, exterior doors and windows (but excluding any bulbs in fixtures attached to the exterior of a Residential Unit, caulking, weather stripping and all door passage sets and locks of a Residential Unit, all of which shall be the responsibility of the Unit Owner). For clarity, the Corporation will be responsible for the replacement, where necessary, of any exterior windows, doors, patio doors, and their assemblies, including the glass, frames, seals, sash and sills. Owners are responsible for any broken door, window or glass caused by the Owner or their Occupants or guests and the cleaning of the window glass that is accessible from the Residential Unit;

ii.) all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas, concrete swales, underground sprinkler systems, and other common facilities or equipment; and

iii.) all other outside hardware and accoutrements, (including without limiting the generality of the foregoing, signage identifying the Corporation, mailboxes and municipal address identification numbers) affecting the appearance, usability, value or safety of the Parcel or the Units.

3.2.3 INDEMNIFICATION

(a.) The Corporation shall indemnify and Save harmless every Board member, employee or officer, and their respective heirs, executors and administrators against all damages, judgments, settlements, costs and expenses, including legal costs reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, employee or officer of the Corporation, except as to matters in which they:

i.) are finally adjudged to be liable for fines or penalties imposed in a criminal suit or action of gross negligence;

ii.) acted for unjustified profit or advantage;

iii.) committed or attempted any wrongful act in bad faith or dishonesty; or

iv.) are found to be in breach of Section 28(3) of the Act.

(b.) All liabilities, losses, costs, fees and expenses incurred or suffered by the Corporation in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses.

3.2.4 PRIVACY

The Corporation shall, through the Board:

(a.) develop a "Privacy Policy" which includes reasonable policies and practices that enable the Corporation to meet its obligations under the Personal Information Protection Act and the Condominium Property Act;

(b.) appoint a Privacy Officer, who shall be responsible for:

i.) ensuring that the Corporation, its Board members, employees and agents comply with the Personal Information Protection Act;

ii.) monitoring, making recommendations and reporting to the Board on the Corporation's Privacy Policy;

iii.) responding to inquiries about the Corporation's Privacy Policy and receiving and dealing with access to information requests and complaints as the Board may direct; and

iv.) working with the Office of the Information and Privacy Commissioner during an investigation of a privacy complaint against the organization.

4 THE BOARD

4.1 POWERS OF THE BOARD

4.1.1 VESTED POWERS

(a.) The Board, for the benefit of the Corporation, the Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions of the Bylaws.

(b.) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board acting honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(c.) The Board may, subject to any restriction imposed or direction given at a general meeting of the Board, 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.

(d.) The Board may make policy statements and rules (hereafter "rules") as deemed prudent and required by the Board, including, without limitation, for the following:

i.) to regulate, manage, administer and control the use of the Common Property including, but not restricted to, the hours of use, supervision of, reservations for, security of, privacy and access to the Common Property;

ii.) the administration of the Corporation;

iii.) establishing procedures and policies for the operation of the Board;

iv.) establishing procedures for the use of proxies and voting processes; and

v.) to otherwise clarify the general restrictions in these Bylaws.

Such rules must be passed by a clear majority of the Board. The Board shall provide written notice to all Owners and Occupants of those rules at least 30 days before such rules come into effect as required by the Regulation. The Board may impose non-monetary sanctions against Owners or Occupants that violate such rules as it deems appropriate. Subject to the Regulation, the Board may pass emergency rules that come into effect immediately upon notice being provided to the Owners and Occupants as required to address safety and security concerns, provided such rules will cease to have effect upon the emergency situation having been resolved.

4.1.2 MEETINGS

(a.) The Board may 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 7 days' notice of a meeting proposed by them, specifying the reason for calling the meeting, or when the President gives not less than 24 hours' notice of a meeting proposed by them specifying the reason for calling the meeting.

(b.) All meetings of the Board shall be held in the Municipality except for meetings held or attendances via electronic telecommunication methods. Meetings may be by telephone conference call, video conferencing, or such other method as will permit all Board members to hear and be heard by all other participants in the meeting. Members of the Board participating in a meeting by electronic means or other communication facilities are deemed to be present at the meeting.

4.1.3 MANAGEMENT

(a.) The Board may employ for and on behalf of the Corporation an independent professional management agency, agent or Manager to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in Bylaws 3.2.1 & 3.2.2 and such other duties as the Board may determine from time to time, subject always to the control and direction of the Board, such Manager to be reasonably fit and suited to perform such duties. If required by law, such Manager shall be licensed. At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 17 of the Act shall apply thereto.

(b.) Any Manager employed by the Board need not devote their full time to the performance of the duties of the Corporation so long as those duties are performed in good and sufficient fashion and may (without limiting the generality of the foregoing) act as a rental or leasing agent for any Owner to the extent that so doing will not interfere with or unreasonably impede the performance of their duties for the Corporation.

(c.) The Board may employ or authorize the Manager, if any, 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.

(d.) The Board may authorize the Manager to provide copies of Corporation records upon request as set out in Bylaw 4.2.4.

(e.) The Manager shall maintain professional liability insurance and commercial general liability insurance, each having a limit of not less than $2,000,000.00 per incident for the benefit of and naming the Corporation as payee. This insurance shall contain an endorsement stipulating that it will not be cancelled or materially modified without 30 days' prior written notice to the Corporation. The Manager shall provide, on demand by

the Board, certified copies of the insurance or at the Board's option, certificates of such insurance in a form acceptable to the Board.

4.1.4 LIMIT ON EXPENDITURES BY MANAGER

Any Manager engaged by the Corporation (through the Board) may, on resolution of the Board, from time to time make expenditures not to exceed $2,500.00 per month without specific approval of the Board, but any expenditure in excess of $2,500.00 must be approved by a resolution of the Board. The Board may revoke such resolution at any time by a further resolution of the Board.

4.1.5 COMMUNICATION WITH THE BOARD

(a.) Any suggestions, requests, questions or complaints for the Corporation must be in writing, including written electronic communications such as email, and addressed to the Corporation. The Board shall not be required to consider or act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation.

(b.) No Owner or Occupant shall be considered to have been given any permission or approval by or from the Corporation or the Board until the Owner or Occupant has received the permission or approval in writing, signed on behalf of the Corporation by its authorized signing authorities or agent.

4.2 DUTIES OF THE BOARD

4.2.1 MINUTES

The Board shall cause minutes to be kept of all Board proceedings and all general or special meetings of the Corporation which shall, unless the Board otherwise decides, be kept by the Secretary.

4.2.2 REQUIRED FILINGS

The Board shall cause all required filings, including but not limited to, Change of Board of Directors, Change of Address and Change of Bylaws to be registered at the Land Titles Office.

4.2.3 FINANCIAL

The Board shall:

(a.) cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;

(b.) cause to be prepared for each fiscal year of the Corporation, annual financial statements, prepared in accordance with generally accepted accounting principles. Such financial statements shall be audited if required by Ordinary Resolution of the Corporation;

(c.) cause to be prepared an Annual Reserve Fund Report for each Annual General Meeting as set out in Bylaw 4.2.6 (d.), such preparation, unless the Board otherwise decides, to be the responsibility of the President;

(d.) cause to be prepared an operating budget for the forthcoming fiscal year of the Corporation, which shall be provided to each Owner and Mortgagee (who has notified its interest to the Corporation) at least 30 days before the start of such fiscal year. If the Corporation revises the budget, it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible;

(e.) cause to be assessed to each Unit a Contribution, payable by the Owner of the Unit, towards Common Expenses and enforce payment of same as set out in these Bylaws.

4.2.4 DISCLOSURE OF INFORMATION

(a.) An Owner, Mortgagee or purchaser of a Unit in the Corporation may request any documents or information prescribed by the Act and Regulation (including s. 20.52 of the Regulation), and within 10 days after receiving that request, the Corporation shall provide to the person making the request the requested documents or information.

(b.) Any prescribed information or documents requested may be provided in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.

(c.) The Board, the Manager or other party supplying any documents required to be provided in these Bylaws or under the Act and Regulation shall be entitled to charge a fee for the production thereof, up to the maximum amounts prescribed by the Regulation.

4.2.5 ESTOPPEL CERTIFICATE

(a.) The Corporation shall, on the written request of an Owner, Mortgagee, purchaser of a Unit, or the solicitor of an Owner, Mortgagee, or purchaser of a Unit, or a person authorized in writing by any of those persons, within 10 days after receiving the request, certify:

i.) the amount of any Contributions payable by the Owner;

ii.) the frequency at which Contributions are payable;

iii.) the amount of Contributions payable that is in arrears, if any; and

iv.) the amount of interest owing, if any, on any unpaid balance of a Contribution,

(collectively, an "Estoppel Certificate").

(b.) The Corporation and all of the Owners shall be estopped from denying the accuracy of an Estoppel Certificate against any Mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against any Unit Owner of all

obligations of the Unit Owner whether improperly stated in such Estoppel Certificate or not.

4.2.6 RESERVE FUND

(a.) The Board shall have a qualified reserve fund study provider carry out a reserve fund study and prepare a reserve fund study report for the Corporation within 2 years of the registration of the Condominium Plan, and thereafter at least once every 5 years, or more frequently if the actual expenditures differ greatly from those of the existing reserve fund plan.

(b.) Upon receipt of a reserve fund study report, the Board shall approve a reserve fund plan based on the reserve fund study report, setting forth the method of and amounts needed for funding and maintaining the Reserve Fund.

(c.) The reserve fund plan prepared by the Board must provide that, based on the reserve fund study report, sufficient funds will be available by means of Owners' Contributions, or any other method that is reasonable in the circumstances, to repair or replace, as the case may be, the depreciating property in accordance with the reserve fund study report.

(d.) The Board must, for each fiscal year, have prepared and submit to the Owners at least 14 days before each Annual General Meeting an annual report respecting the Reserve Fund setting out at least the following:

i.) the amount of the Reserve Fund as of the last day of the immediately preceding fiscal year;

ii.) all the payments made into and out of the Reserve Fund for that year and the sources and uses of those payments;

iii.) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;

iv.) the amount of the Reserve Fund projected for the current fiscal year;

v.) total payments by Ordinary or Special Resolutions into, and payments out of, the Reserve Fund for the current fiscal year;

vi.) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.

(e.) All monies credited to the Reserve Fund must be maintained in a separate account and not co-mingled with any funds that make up the Corporation's operating funds or any funds of any other corporation or other entity.

(f.) The Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.

(g.) Funds from the reserve fund may be used to pay for a reserve fund study and reserve fund report required by the Regulation and any other report prepared by an expert examining the condition of the real and personal property of the Corporation and the Common Property.

(h.) Funds shall not be taken from a Reserve Fund for the purpose of making capital improvements unless:

i.) the removal of funds for that purpose is authorized by a Special Resolution or is necessary to maintain the Corporation's property and Common Property in order to comply with health, building and maintenance and occupancy standards as required by law; and

ii.) after the removal of funds pursuant to the Special Resolution, there are sufficient funds remaining in the Reserve Fund to meet the requirements of the existing reserve fund plan.

4.2.7 BONDING/INSURANCE FOR FRAUDULENT ACTS

The Corporation shall obtain one or more fidelity bonds or insurance policies sufficient to cover losses directly caused by the fraudulent and dishonest acts of a member of the Board, the Manager or by any employee who handles the Corporation's money. Such policy must provide coverage for an amount that is at least the sum of the reserve fund balance plus the operating account balance as at the start of the Corporation's current fiscal year. Such bond and or insurance shall be reviewed by the Board at least once every 2 years and updated in coverage, as required.

4.2.8 SIGNING AUTHORITY

The Board shall determine, by resolution from time to time, which officers shall sign cheques, drafts and other instruments and documents not required to be under corporate seal, and may authorize the Manager to sign instruments and documents on behalf of the Corporation not required to be signed under corporate seal. Notwithstanding the foregoing, the Manager shall not have sole signing authority on any Corporation cheques.

4.2.9 SEAL OF THE CORPORATION

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and in the event no such resolution has been passed then the seal shall be used in the presence of at least 2 members of the Board, who shall sign the instrument to which the seal is affixed. The one exception to the above is that the Manager is authorized to sign and seal Estoppel Certificates on behalf of the Corporation.

4.3 CONSTITUTION OF THE BOARD

4.3.1 Where all Units are owned by fewer than two (2) persons, then the Board shall consist of one person appointed by the Developer, otherwise the Board shall consist of not less than 3 and not more than 7 persons and shall be elected at each Annual General Meeting. Members may also be elected at a special meeting if a full Board is not elected at the Annual General Meeting. Neither the minimum nor the maximum number of members of the Board shall be varied except by Special Resolution.

4.4 ELECTIONS/QUALIFICATIONS

4.4.1 Ownership of a Unit is not necessary for election to and membership on the Board.

4.4.2 No more than 2 registered Mortgagees or their representatives may be members of the Board at any one time, and at least two thirds (2/3) of the membership of the Board shall be Unit Owners.

4.4.3 Only one representative of a Unit may sit on the Board at any given time.

4.4.4 Any person who has attained the age of majority shall be eligible for nomination and election to the Board, provided that any Owner who is indebted to the Corporation for any obligations, including any monetary sanctions or Contributions which are more than 60 days in arrears shall not be eligible for election to or membership on the Board.

4.4.5 All Board nominees shall make full disclosure of any direct or indirect relationships to the Corporation such as a private company, public company, partnership or proprietorship employed by the Corporation, or any pecuniary interest not mentioned or any other relationship that may pose a potential conflict of interest.

4.4.6 At any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board. Voters may vote for fewer nominees than the vacancies available, but may only vote once per nominee.

4.4.7 Where the number of nominees is equal to or less than the number of vacancies on the Board, the nominees are elected by acclamation, and no voting is required.

4.5 TERMS OF OFFICE

4.5.1 In order to ensure some continuity in the Board's affairs, Board members are elected for a 2-year term. In other words, Board members elected at an Annual General Meeting hold office until the conclusion of the Annual General Meeting held in the second year after the year he or she was elected to the Board.

4.6 REMOVAL OR DISQUALIFICATION FROM THE BOARD

4.6.1 The Corporation may on an Ordinary Resolution, at a properly convened special general meeting of the Corporation, remove any member(s) of the Board before the expiration of their term of office and may, on Ordinary Resolution, appoint another qualified person(s) in their place to hold office

until the next Annual General Meeting, provided notice of the intent to put forth the motion to remove any or all members of the Board was duly announced in the notice of the meeting.

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

(a.) becomes bankrupt under the Bankruptcy and Insolvency Act (Canada) or any similar legislation or any act passed in substitution therefor;

(b.) in the case of an Owner, is more than 60 days in arrears in payment of any monies due to the Corporation (including, without limitation, Contributions and monetary sanctions) and it is resolved at a Board meeting that their office be vacated;

(c.) is more than 60 days in default of a judgment by a court of any money owing to the Corporation;

(d.) becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the Mental Health Act or an order of guardianship or trusteeship under the Adult Guardianship and Trusteeship Act or any act passed in substitution therefor;

(e.) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than 2 years;

(f.) resigns their office by serving notice in writing on the Corporation left at the registered address of the Corporation or delivered to another member of the Board;

(g.) is absent from 3 consecutive meetings of the Board, without permission of the Board, and it is resolved at the subsequent meeting of the Board that their office be vacated;

(h.) is denied director's liability insurance or is refused bonding, at a reasonable premium, by a recognized bonding institution;

(i.) is the representative of a corporate Owner of a Unit and such corporate Owner becomes insolvent or is more than 60 days in arrears for the payment of any monies due to the Corporation (including, without limitation, Contributions and monetary sanctions) required to be made by it as an Owner or makes an assignment for the benefit of its creditors or if proceedings are commenced to wind up such corporate Owner (other than for the purpose of amalgamation);

(j.) commences any legal proceedings against the Corporation or any Board member for issues relating to dealings with the Corporation; or

(k.) dies.

4.6.3 Upon a person ceasing to be a member of the Board, that person shall immediately return to the Corporation all property of the Corporation, including without limitation, any books, keys, papers, records or equipment.

4.7 CASUAL VACANCY

Where a vacancy occurs on the Board, the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided such a person qualifies for membership pursuant to Bylaw 4.4.

4.8 QUORUM OF THE BOARD/VOTING

4.8.1 Except where there is only one person on the Board, in which case quorum will be one Board member, a quorum at a meeting of the Board shall be:

(a.) 2 members where the Board consists of 3 or 4 members;

(b.) 3 members where the Board consists of 5 or 6 members; or

(c.) 4 members where the Board consists of 7 members.

4.8.2 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 notice of the meeting.

4.8.3 At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the Chair is entitled to a casting vote in addition to their original vote.

4.8.4 A resolution of the Board in writing signed by or agreed to by electronic mail (email) by a majority of the members of the Board shall have the same effect as a resolution passed at a meeting of the Board duly convened and held. Such resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (PDF) or faxed form.

4.8.5 Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that member shall:

(a.) declare to the Board that member's interest in the agreement, arrangement or transaction;

(b.) not vote in any matter respecting that agreement, arrangement or transaction; and

(c.) not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.

4.8.6 Bylaw 4.8.5 does not apply to an agreement, arrangement or transaction in which a Board member has a material interest if that material interest exists only by virtue of the Board member owning a Unit.

4.9 CHAIR OF THE BOARD

The President, and in their absence, the Vice-president, shall act as Chair of the Board meetings. Should both the President and Vice-president be absent, then at the commencement of the meeting the Board shall

elect a Chair for the meeting. If any Chair vacates the chair during the course of the meeting, the Board shall elect another Chair.

4.10 OFFICERS OF THE BOARD

At the first meeting of the Board held after each Annual General Meeting of the Corporation, the Board shall elect from its members a President, Vice-President, Secretary and Treasurer of the Corporation. The persons who are elected President and Vice-President shall not be elected as Secretary or Treasurer. The positions of Secretary and Treasurer may be combined and held by one person. A person ceases to be an officer of the Corporation if they cease to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

4.11 DUTIES OF THE OFFICERS

The following duties are assigned to the officers, however, the Board may make other allocations as it thinks fit.

4.11.1 The President, or in the event of their absence or disability, the Vice-President:

(a.) is responsible for the daily execution of the business of the Corporation;

(b.) shall act as Chair of the meetings of the Board;

(c.) shall prepare an annual report respecting the Reserve Fund in accordance with Bylaw 4.2.6 to be presented to the Owners in accordance with the timelines provided in Bylaw 4.2.6.

4.11.2 The Secretary, or in the event of their absence or disability, another member of the Board designated by the Board:

(a.) shall record and maintain all the minutes of the Board and all meetings of the Corporation;

(b.) shall record votes for and against on decisions when requested by any member;

(c.) is responsible for all the correspondence of the Corporation;

(d.) shall carry out their duties under the direction of the Board;

(e.) shall keep an up-to-date list of all Owners entitled to vote (on title).

4.11.3 The Treasurer, or, in the event of their absence or disability, another member of the Board designated by the Board, shall:

(a.) receive or arrange for the receipt of any monies paid to the Corporation and deposit such monies as the Board may direct, provided that all monies shall be deposited within 3 banking days of receipt;

(b.) properly account for the funds of the Corporation and keep such books as the Board may direct;

(c.) keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance incurred;

(d.) present to the Board, when required to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;

(e.) on written request of an Owner, shall within 10 days make available for examination by an Owner the receipts and expenditures affecting the Common Property, under the supervision by a Board member or such other person or persons as the Board may designate, at a mutually convenient time;

(f.) prepare for submission to the Owners budgets for the forthcoming fiscal year of the Corporation;

(g.) prepare for submission to the Owners prior to the Annual General Meeting, a financial statement for the most recently completed fiscal year, and if required by Ordinary Resolution of the members of the Corporation, an audited statement for the most recently completed fiscal year of the Corporation.

4.11.4 The Secretary or Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary or Treasurer, as the case may be, supervises those duties of the Manager.

4.12 VALIDITY OF BOARD AND BOARD MEETINGS

All meetings called in good faith by the Board and all business conducted at such meetings are valid, notwithstanding that there was some defect in the calling of the meeting, the procedure at the meeting, the appointment or continuance in office of any Board member or other such procedural irregularities. Such irregularities shall not render the meeting or business invalid but rather the meeting and the business conducted at the meeting shall be as valid as if the defect had not occurred.

5 MEETINGS OF THE CORPORATION (THE OWNERS)

5.1 GENERAL RULES

5.1.1 All meetings of the Corporation shall be conducted according to Robert's Rules of Order Newly Revised, to the extent that it is consistent with these Bylaws.

5.1.2 All meetings of the Corporation, other than Annual General Meetings, shall be called special general meetings.

5.1.3 All meetings of the Corporation shall be held in the Municipality, unless the Board agrees, by resolution, to hold the meetings in another location.

5.1.4 The Board will convene Annual General Meetings of the Corporation as and whenever required by the provisions of the Act and these Bylaws, but must convene an Annual General Meeting at least once each calendar year and with no more than 15 months elapsing between successive meetings.

5.1.5 The Board may, whenever it thinks fit, convene a special general meeting. The Board shall convene a special general meeting upon a requisition in writing made by persons entitled to vote representing at least 15% of all Unit Factors; such meeting to be held within 30 days and notice of the meeting must specify the nature of the specific business to be conducted and the proposed wording of any resolution to be put forward for a vote, if applicable.

5.2 NOTICE OF MEETING

5.2.1 At least 14 days' notice of every meeting of the Corporation shall be given to all Owners and registered Mortgagees (who have notified the Corporation of its interests). The notice of meeting shall specify the place, the date and the hour of meeting, agenda for the meeting, and, in the case of special business to be considered, the proposed wording of any resolution to be put forward for a vote and the general nature of that business.

5.2.2 The Corporation shall distribute to each Owner and Mortgagee (who has notified the Corporation of its interests), at least 14 days prior to each Annual General Meeting, copies of the following: annual financial statements, annual reserve fund report, and the annual budget.

5.2.3 Accidental omission to give notice to any Owner or to any Mortgagee or non-receipt of notice by any Owner or Mortgagee does not invalidate any proceedings at any such meeting.

5.2.4 Within 60 days after an Annual General Meeting, the Corporation shall provide to each Owner and Mortgagee (who has notified the Corporation of its interests) a copy of the draft minutes of the Annual General Meeting (or approved minutes, if available).

5.3 PROXIES

5.3.1 Every Owner or Mortgagee entitled to vote at a meeting of the Corporation may appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at any such meeting, in the same manner, to the same extent and with the same powers as if the Owner or Mortgagee were present at the meeting. The individual appointed as the proxy must meet the eligibility requirements of the Act and Regulation, including, without limitation, Section 31.2.

5.3.2 The form of proxy must be in writing (in hard copy or electronic format) and comply with the requirements of the Act and Regulation. The proxy form shall include the name and unit number of the Owner or Mortgagee giving the proxy, the name of the individual to whom the proxy is given, the date the proxy is given, and 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.

5.3.3 A proxy may be general or for a particular meeting or restricted to a particular purpose. The Chair of the meeting shall rule on the validity of any proxy.

5.3.4 A proxy shall expire on the earliest of:

(a.) the expiry date set out on the proxy;

(b.) 6 months from the date on which the proxy was given; or

(c.) 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.

5.4 QUORUM AND ADJOURNMENT FOR LACK OF QUORUM

5.4.1 Except as otherwise provided in these Bylaws, no business shall be transacted at any meeting of the Corporation unless a quorum of persons is present at the time when the meeting proceeds to do business.

5.4.2 A quorum at any meeting of the Corporation shall consist of persons present in person or by proxy, representing no less than one-quarter (1/4) of all persons eligible to vote.

5.4.3 The meeting shall stand recessed for 30 minutes if at the time appointed for a properly convened meeting of the Corporation, a quorum is not present. If after the 30 minute recess a quorum is not present, then those persons entitled to vote who are present shall constitute a quorum.

5.5 ORDER OF BUSINESS AT A CORPORATION MEETING

The business at any properly convened general meeting of the Corporation, unless altered or amended by a majority of those in attendance and who are entitled to vote, shall be as follows:

(a) Election of Chair, if necessary;
(b) Call to order by the Chair;
(c) Call the Roll and certify proxies/establishment of quorum;
(d) Approval of attendance of guests;
(e) Proof of Notice of Meeting or waiver of notice;
(f) Reading and disposal of any unapproved minutes;
(g) Reports of Officers;
(h) Reports of Committees;
(i) Financial Report and Appointment of Auditors or Audit Committee (if necessary);
(j) Reserve Fund Report;
(k) Unfinished Business;
(l) New Business;
(m) Election of members of the Board; and
(n) Adjournment.

5.6 CHAIR OF GENERAL MEETING

The President of the Board shall be the Chair for general meetings, and in their absence, the Vice-President of the Board or a nominee approved by the Board will act as Chair provided always that if the President,

Vice-President or Board nominee are absent or unable for whatever reason to act as Chair, the meeting shall elect a Chair.

5.7 APPROVAL OF GUESTS

Attendance at meetings of the Corporation of any person not on title to a Unit, or not in possession of a Proxy, shall be only on the approval by Ordinary Resolution of the Corporation except for the attendance of the Manager or an accountant, engineer, or lawyer retained by the Corporation or Board or other professional providing services to the Corporation that is requested to attend the meeting by and at the discretion of the Board.

5.8 VOTING AT MEETINGS

5.8.1 At any meeting of the Corporation a resolution moved or proposed shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present or by proxy. Unless a poll is so demanded for any Ordinary Resolution, a declaration by the Chair that a resolution has on a show of hands, been carried or defeated, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. If a person demands a poll, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

5.8.2 All matters to be determined by an Ordinary Resolution shall be determined by a majority vote.

5.8.3 Where an Ordinary Resolution is determined by a show of hands vote, each person entitled to vote shall have one vote and, where an Ordinary Resolution is determined by a poll vote, an Owner has the right to vote the Unit Factors for each Unit owned, provided that where there is more than one Owner of a Unit the voting of such Unit shall be governed by Bylaw 5.8.9.

5.8.4 METHOD OF TAKING A POLL

A poll, if demanded, shall be taken in such a manner as the Chair thinks fair and the result of the poll shall be deemed to be the resolution of the motion for which the poll was demanded.

5.8.5 EQUALITY OF VOTES

In the case of equality in the votes, whether on a show of hands or on a poll, the Chair shall not have a casting vote and the resolution or motion shall be defeated.

5.8.6 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 may indicate that they are showing hands with respect to a number of votes, provided that their proxy is in order if they are voting as proxy, and the votes shall be so counted.

5.8.7 SUCCESSIVE INTERESTS

(a.) Where an Owner's interest in a Unit is subject to a registered mortgage the right of voting conferred upon such Owner by the Act or by these Bylaws may be exercised as follows:

i.) first, by the Mortgagee, if any, that is first entitled in priority if that Mortgagee has notified the Corporation (at the Corporation's address for service) of the mortgage in writing and is present at the meeting at which the vote is being conducted;

ii.) second, by the Owner; and

iii.) third and subsequently, in order of their priority amongst themselves by any other Mortgagees who are subsequent in priority to the Mortgagee referred to in (i) above, if the subsequent Mortgagee wishing to exercise the power of voting has notified the Corporation (at the Corporation's address for service) of the mortgage in writing and is present at the meeting at which the vote is conducted.

(b.) Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

5.8.8 ENTITLEMENT TO VOTE

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

(a.) such restrictions that are set out in the Act, Regulation or these Bylaws;

(b.) no Owner or Mortgagee (or their respective proxies, if any) shall be entitled to vote at any Corporation meeting (annual or special) if, on the day prior to the meeting, the Owner is in arrears of any sums payable to the Corporation for more than 30 days (including, without limitation, Contributions or judgments owed to the Corporation).

(c.) The presence of any defaulting Owner, their proxy or eligible Mortgagee, shall be included in the count for quorum pursuant to Bylaw 5.4.2.

5.8.9 VOTE BY CO-OWNERS

(a.) On a show of hand vote, only one co-owner or proxy per Unit is entitled to vote.

(b.) Where a Unit is owned by two or more Owners and more than one Owner attends the meeting or provides a proxy, and the co-owners (or their proxies) do not agree on how to cast their Unit's show of hands vote, then either co-Owner (or their proxy) may demand a poll vote and then each co-Owner's vote and associated Unit Factor votes are to be divided among the co-Owners on the basis of their respective ownership shares in the Unit.

(c.) Where only one Co-Owner attends a meeting without proxy from the other Co-Owner(s), the attending Co-Owner is permitted to vote on behalf of the Unit on a show of hands vote,

unless an absent Co-Owner has provided a proxy expressing a contrary intention. On a poll vote, the Co-Owner in attendance is entitled to vote their proportionate share of Unit Factors in the Unit and may not vote the Unit Factors proportionate to any other Co-Owner unless they have been appointed as proxy by the absent Co-Owner.

(d.) Where a Co-Owner has given a proxy to a non-Owner of the Unit and no other Co-Owner(s) have provided a proxy, the person appointed as proxy may vote on behalf of the Unit on a show of hands vote. On a poll vote the person appointed as proxy may only vote the proportionate amount of Unit Factors of the Co-Owner who appointed the proxy.

5.8.10 TRUSTEE VOTE

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

5.8.11 COMPANY REPRESENTATIVES

A company owning a Unit may, by proxy, power of attorney, or resolution of its directors, appoint such person as it thinks fit to act as its representative and to attend meetings of the Corporation and vote at such meetings on behalf of the company. The representative shall only be entitled to so act if written notice accompanied by the proxy, power of attorney or resolution of the directors of the company, has been given to the Corporation.

5.8.12 WRITTEN RESOLUTIONS OF THE OWNERS

(a.) Subject to the provisions of the Act and these Bylaws, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing (including an electronic copy) and signed in person or by proxy as contemplated in these Bylaws shall be as valid and binding as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an Ordinary Resolution or Special Resolution, as the case may be, in accordance with the requirements of these Bylaws, the Act and Regulation.

(b.) Any written resolution made without a meeting shall be only at the call of the Board.

(c.) Any written resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (i.e. PDF, TIF, jpeg) or faxed form.

5.8.13 RECORDS OF VOTES IN MEETING MINUTES

The results of any vote held at a general meeting must be recorded in the minutes as follows:

(a.) for a Special Resolution, the minutes must include the number of votes in respect of persons entitled to vote, who voted in favour of, and opposed to, the Special Resolution along with the Unit Factors represented by such persons;

(b.) for an Ordinary Resolution voted on by a show of hands, the minutes must include the results of the vote;

(c.) for an Ordinary Resolution voted on by a poll vote, the minutes must include the number of persons entitled to exercise the power of voting who voted in favour of, or opposed to, the resolution along with the number of Unit Factors represented by such persons voting in favour of, or opposed to the resolution;

(d.) for an election of board members determined by a vote, the minutes must include the number of votes in favour of each candidate.

5.9 ELECTRONIC VOTING AT MEETINGS OF THE BOARD OR CORPORATION

5.9.1 The Board has the sole and unfettered discretion to determine how to conduct any meeting of the Board or Corporation, including to determine if such meeting shall be held in person, by Electronic Means, or a combination of both.

5.9.2 The Board shall provide proper notification to Owners regarding electronic attendance and any electronic voting procedure utilized for meetings of the Corporation (meetings of the owners). The Board shall ensure any electronic voting procedure used has sufficient security, encryption measures, and authentication of the identity of voters in order to ensure that only one ballot per residential Unit is cast.

5.9.3 Evidence of the votes shall be retained by the Corporation for 3 years or in accordance with the Act and Regulation.

6 INSURANCE

6.1 UNIT OWNERS

6.1.1 Each Owner shall carry insurance on their Unit as permitted by the Act, provided that the liability of the insurers providing the insurance obtained by the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

6.1.2 Each Owner must obtain and maintain the following insurance:

(a.) "All Risks" (as generally understood in the insurance business) property insurance, including coverage for water damage, for all betterments, upgrades and improvements to the Unit, all items beyond the Standard Insurable Unit Description, and all personal property of the Owner or Occupants within the Unit; and

(b.) coverage for the Corporation's insurance deductible, to cover the assessment of a deductible under the Corporation's insurance policy against the Owner as a Unit Charge (Contribution) as contemplated in Bylaw 6.2.7 and the Regulation.

6.1.3 Upon request, the Owner must provide confirmation of insurance coverage to the Board, including a binder letter and a certificate of insurance from their insurance provider evidencing the Corporation as a certificate holder.

6.1.4 If a Unit is rented to Tenants, then the Unit Owner is responsible to ensure that a tenant insurance policy is in place, and any losses incurred by the Corporation in respect of insurance claims by Tenants shall be borne by the Owner, except as prohibited by law. If a Unit is rented to a Tenant the Owner of such Unit must maintain rental interruption insurance.

6.1.5 An Owner, Tenant or Occupant of a Unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements within or to the Unit however caused.

6.1.6 In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by an Owner, Tenant or Mortgagee.

6.1.7 Nothing in these Bylaws shall restrict the right of any Owner to obtain and maintain insurance of any kind in respect of the ownership, use or occupation of their Unit and their personal liability as permitted by the Act or otherwise permitted by law.

6.2 CORPORATION

6.2.1 The Board shall at all times keep and maintain in force all insurance stipulated in these Bylaws and by the Act and Regulation, to be maintained by the Corporation and from time to time settle and enter into insurance trust agreements as required by the Corporation.

6.2.2 POLICY REQUIREMENTS

All policies of insurance shall, if available:

(a.) contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners (and if residents of an Owner's household, their spouse and relatives and any other person in the care of an Owner or their spouse or any guests or occupants of a Unit) or any of them, except with respect to arson, fraud and vehicle impact;

(b.) provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the Owners and the Corporation including all registered Mortgagees who have provided written notice of their mortgages to the Corporation;

(c.) provide that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of breach or omission by any Unit Owner or the Corporation the insurance may only be subject to forfeiture for breach of condition insofar as the separate interest of the person or parties in breach are concerned;

(d.) contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected;

(e.) authorize the Corporation to designate an Insurance Trustee to act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and boiler and machinery insurance policies effected by the Corporation; and

(f.) provide that the Corporation (or, if so designated, the Insurance Trustee) shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special Resolution of the Corporation or by order of a Court having jurisdiction to settle a scheme or to terminate the condominium status of the building or Parcel. In such instance, the insurer's option to repair, rebuild or replace the property damaged or loss shall be deleted or waived.

6.2.3 COVERAGE

6.2.3.1 Property

(a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance as required by the Act and the Regulation and on all of the Units, and on all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, which coverage provides for the settlement to the full replacement value thereof, without deduction for depreciation. For greater certainty, in regards to insuring the Units, the Corporation's insurance shall cover each Unit for the Standard Insurable Unit Description fixtures and finishings and will not be required to insure betterments, improvements, upgrades, personal property, or property brought into or installed in the Unit by current or previous Owners or Occupants. For Parking Units, the Corporation's insurance shall cover the replacement value of the Parking Units as such Units were typically provided to purchasers by the Developer. Without restricting the generality of the foregoing such insurance shall provide and include the following:

i.) Fire;

ii.) Leakage from fire protective equipment;

iii.) Lightning;

iv.) Smoke;

v.) Windstorm;

vi.) Hail;

vii.) Explosion of natural, coal or manufactured gas;

viii.) Water damage caused by flood, where it is available;

ix.) 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;

x.) Impact by aircraft, spacecraft, watercraft and land vehicles;

xi.) Riot, vandalism or malicious acts, 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; and

xii.) Such other perils insured against shall be "All Risks" (as generally understood in the insurance business) of physical loss or damage and such other perils as from time to time the Board shall deem advisable or as may be determined by Ordinary Resolution.

(b.) Coverage must provide for settlement to the full replacement value without deduction for depreciation for all buildings and other fixed improvements comprising Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property.

(c.) Coverage must include adequate coverage for boiler insurance or pressure vessels and equipment breakdown insurance, if boilers or pressure vessels exist.

6.2.3.2 Directors and Officers Liability Insurance

(a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance protecting the members of the Board and its officers or any committees established by the Board for the following;

i.) claims incurred by any Board member or officer arising out of any action or omission by any Board member or officer; and

ii.) liability incurred by the Corporation arising out of an action or omission of a Board member or an officer of the Corporation with respect to carrying out the functions and duties of a Board member or officer.

6.2.3.3 Public Liability Insurance

(a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance insuring the Corporation and the Board against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the enforcement of Bylaws and the control, management and administration of the Corporation's real and personal property and the Common Property. The Board shall also secure coverage for:

i.) liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common Property; and

ii.) liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.

(b.) Limits of liability under such insurance shall not be less than $2,000,000 for any one person injured or for any one accident and shall not be less than $2,000,000 for property damage per occurrence.

(c.) The limits and coverage of such insurance shall be reviewed at least annually by the Board and increased in its discretion.

(d.) All policies of insurance shall include as insureds the Corporation, the Board and members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board, and the Insurance Trustee, if one exists.

(e.) Such insurance shall include a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

6.2.4 NOTICE OF INSURANCE

The Corporation shall provide all Owners with notification of all changes to the insurance policies maintained by the Corporation as required under Section 48 of the Act, as well as those additional insurance matters and documents as prescribed in Section 62.1 of the Regulation, including any changes to the Standard Insurable Unit Description.

6.2.5 CO-INSURANCE

Any co-insurance clause shall be on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of any claim settlement.

6.2.6 REPAIR OF INSURABLE LOSS AND UNINSURABLE LOSS

(a.) In the event of any damage to property that is required to be covered by the Corporation's insurance policy by the Act, Regulation, or these Bylaws, and where such insurance proceeds are actually received, the Corporation shall make repairs or arrange for and supervise the repairs to a Unit and its fixtures and finishings to the Standard Insurable Unit Description, or such lesser standard as provided for in the Act or Regulation, as may be applicable.

(b.) In the event where damage is in respect of property that: i) the Corporation is not required to insure; or ii) is covered by the Owner's insurance (or which would have been covered by the Owner's insurance, if the Owner had in place the insurance policies they were required to maintain under these Bylaws) (hereafter collectively referred to as the "Owner's

Loss"), the Board, in its sole discretion, will determine whether the Corporation or the Owner will be responsible for making, arranging or supervising repairs to a Unit.

(c.) For clarity, the Corporation will not be responsible for the costs of repairing an Owner's Loss but . shall have the right to supervise and effect the repairs to a Unit where it is permitted to do so under the Act and Regulation, including Section 62.3 of the Regulation. To the extent the Corporation repairs any loss to a Unit that is an Owner's Loss, the Owner shall be responsible for all costs related thereto and the Corporation may charge such costs as a Unit Charge against the Owner's Unit.

(d.) Each Owner is and shall be responsible for, at their own cost and expense, the following:

i.) the repair and replacement of any Owner's Loss, damage to all contents, improvements or upgrades to their Unit, damages that are not an insured loss under the Corporation's insurance, or to the extent such loss or damage exceeds the limits of insurance placed by the Corporation; and

ii.) in the event of a loss or damage which renders their Unit uninhabitable, any additional living expenses or loss of rent they may incur.

6.2.7 DEDUCTIBLE

In the event that a loss arises that is or would be covered by a policy of insurance maintained by the Corporation and the cause of the loss or damage originates in or from the Owner's Unit or an Exclusive Use Area assigned to the Owner, then, regardless of whether the Corporation elects to make a claim under its insurance policy, the Owner shall be absolutely liable to the Corporation for the lower of the applicable deductible under the Corporation's insurance policy or the value of the damage so caused, up to the maximum permitted under the Regulation (currently $50,000) and subject to the limitations as set out in the Act. Such amount shall be charged as a Unit Charge against the Owner's Unit and enforced as a Contribution in arrears. Nothing in this Bylaw shall be construed as a limitation on any additional legal right or remedy the Corporation may have at law against a person who is responsible for damage to property on the Parcel.

6.2.8 NOTIFICATION

The Corporation shall immediately upon the occurrence of any substantial damage to any of the improvements forming part of the Common Property, notify by recorded mail (as defined in the Act) all of the Owner(s) and Mortgagee(s) (who have notified the Corporation of their interest) of the Units affected by such damage.

6.2.9 INSURANCE TRUSTEE

(a.) In the event an Insurance Trustee exists, the Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued pursuant to these Bylaws in favour of the Insurance Trustee. In the event there is no Insurance Trustee appointed then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall be read as if the word "Corporation" was in its place.

(b.) Subject to the provision 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 any other supplemental perils shall be paid as follows:

i.) if the proceeds are less than $50,000, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss; and

ii.) if the proceeds are equal to or in the excess of $50,000, to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

6.2.10 SETTLEMENT SCHEME

(a.) In the event that it is resolved by Special Resolution or is ordered by a Court under the Act that the Corporation not repair or restore the damage or that the Corporation be 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 interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and secondary shall pay such proceeds as follows:

i.) firstly, to the Mortgagees of all Units that are affected by the damage as their interest may appear and to the extent the loss is apportioned to the respective Units (the Mortgagees' priorities to accord with their priorities as encumbrances against the respective Units); and

ii.) 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.

(b.) In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment.

(c.) Any apportionment proposed by the Insurance Trustee shall be first notified to the Corporation, all Owners and Mortgagees (whose mortgages are registered at the Land Titles Office or who have notified the Corporation of their interests).

(d.) No distribution of proceeds shall be made until the expiry of 30 days after the last of such parties has been notified. Any notice under this Bylaw 6.2.10 that is given by mail shall be given by recorded mail.

(e.) If any such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within 30 days of their receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any party provides notice disputing the proposed distribution, then the Insurance Trustee shall refer the matter to the Court

authorized to deal with schemes and terminations under Sections 59 to 64 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.

6.2.11 INSURANCE APPRAISAL

The Board shall obtain an annual appraisal from a qualified and reputable appraiser of real property, of the full replacement value of the buildings and other items the Corporation is to insure including all of the Units to the Standard Insurable Unit Description, 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.

6.3 PERSONAL PROPERTY AND INJURY

6.3.1 The Corporation or its Board members, officers, agents or employees will not be responsible to any Owner, Tenant or Occupant of a Unit or third party for any injury, death, damage or loss whatsoever caused by or to the person or property, including but not limited to:

(a.) the Parking Units and any parking areas and storage areas provided on the Common Property;

(b.) any part of the Common Property designated for the exclusive use and enjoyment of any Owner, Tenant or Occupant and the community gardens;

(c.) any contents, personal property, or improvements in or to any Unit or stored on Common Property; or

(d.) any personal injury occurring on the Common Property, the Parcel or any improvements on it.

7 RESTRICTIONS TO THE PARCEL

7.1 PURPOSE IN RESTRICTING USE OF THE PARCEL

The restrictions in use have the following purposes:

(a) to provide for the health and safety of all Occupants;

(b) to maintain the Common Property and Units in such a manner as to preserve property values;

(c) to provide for the peace, comfort and convenience of the Owners and Occupants; and

(d) to develop a sense of community.

7.2 GENERAL RESTRICTIONS

The following restrictions apply to the whole development, including the Units, Exclusive Use Areas and Common Property, where applicable.

7.2.1 AIR CONDITIONING

No Owner shall install an air conditioner in their Residential Unit, unless approved in writing by the Board and if approved, such air conditioner must be installed by a licensed HVAC contractor.

7.2.2 ANIMALS

(a.) No animal (also referred to as a "pet") of any kind shall be kept in any Residential Unit or other Unit unless approved in writing by the Board, which approval the Board may on reasonable grounds withhold, and may, if given, be withdrawn upon breach of the Act or the Bylaws by the Owner or the pet, at any time on 15 days' notice. Notwithstanding the generality of the foregoing:

i.) upon Board approval, Owners or Occupants may generally have a maximum of 2 pets, excluding fish contained in an aquarium, but the Board may approve an Owner or Occupant to have more than 2 pets in in its sole discretion;

ii.) no Owner or Occupant shall keep (as a pet or otherwise) exotic animals, reptiles (including but not limited to rats, snakes, lizards, spiders and turtles), farm animals (including but not limited to chickens and pigs), bees, and any other animal that requires live bait.

(b.) Notwithstanding any other provision of these Bylaws, the Board shall grant approval for an Owner or Occupant to keep a certified service dog required by them to assist with the needs of daily living. The Owner or Occupant of such service dog shall provide all reasonable documentation requested by the Board with respect to the certification of such animal and substantiating the medical need for the same.

(c.) All pets must be licensed if required by the local Municipality. Upon request, the Owners shall provide certification of licenses and vaccinations to the Board.

(d.) No Owner shall feed any animals or wildlife, including squirrels, pigeons, gulls or other birds from the windows or doors of their Residential Unit, or anywhere in close proximity to the Units.

(e.) A completed copy of the Corporation's "Pet Registration Form" and a description of the pet including the type, breed, colour, sex, name, and picture of the pet, shall be provided to the Board with the Owner's or Occupant's request for approval.

(f.) If the Board, in its sole discretion, deems any pet whatsoever to be causing an unreasonable disturbance to other Owners or Occupants or to be a hazard to or harmful to any Common

Property or to other Owners or Occupants, then the Board may give notice to the Owner or the Occupant of the Residential Unit in which such pet is kept that such pet must be removed from the Parcel and such Owner or Occupant shall remove or cause to be removed such pet from their Residential Unit within 15 days' of the notice and such pet shall thereafter not be kept in that Residential Unit, the Common Property or anywhere on the Parcel at any time.

(g.) Any and all pets must be leashed or caged when on the Common Property.

(h.) No pet of any kind shall be kept, defecate upon, exercised upon or be allowed to run at large over any part of the Common Property. If any pet causes a mess or damage to the Common Property or other property required to be maintained by the Corporation (including without limitation, defecation, or urination), then the owner of the pet, or the person whose Unit the pet is visiting, shall immediately clean and repair such mess or damage and if they fail to do so, then the Corporation shall cause the clean-up and repairs to be done and all costs of clean-up and repairs will be charged to the Owner as a Unit Charge.

7.2.3 ALTERATION & ADDITIONS

An Owner will not make or cause to be made any structural, mechanical, electrical, fireproofing, soundproofing, or other material alterations or additions to a Unit or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner must be done by a qualified contractor with adequate insurance, as deemed by the Board acting reasonably. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear Interest from the time such costs are incurred until paid and shall be charged to the Owner as a Unit Charge.

No Owner or Occupant shall make any modifications, changes or alterations, whether structural or otherwise, to the Common Property.

Owner and Occupant shall be held responsible for spillages or damage to the Common Property that occurs during the course of their alterations/construction/renovation work. If damage occurs, Owner and Occupant will be held liable for the cost of cleaning and/or repairs to the Common Property and such cost will be charged to the Owner as a Unit Charge.

7.2.4 ANTENNA/SATELLITE DISHES

No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, without the written consent of the Board. The Board may impose such terms and conditions to its consent as it deems appropriate, including conditions concerning the location and size of the equipment that may be installed. The installation or removal of the equipment must be carried out by a qualified person approved by the Board and said person shall provide the Board with proof of their qualification and adequate insurance coverage. The Unit Owner is responsible for all

costs of installation, removal, maintenance and repair arising from or attributed to the equipment. The Corporation shall not be responsible for any costs of repair or maintenance resulting from or attributed to the equipment.

7.2.5 APPEARANCE

(a.) An Owner shall not do any act or permit any act to be done, or alter or permit to be altered their Unit or the building in any manner which will alter the exterior appearance of the building or any Units without the prior written consent of the Board.

(b.) Notwithstanding any other provision herein, the Developer shall be permitted to make modifications, in its sole and absolute discretion, on any Units and related Exclusive Use Areas and which are unsold.

(c.) No portion of any Unit required to be maintained by the Corporation shall be painted, decorated, or otherwise affected by anyone other than the Corporation without the prior written consent of the Board.

(d.) Windows are to be covered with properly maintained drapes, blinds or shutters only. No tin foil, sheets, blankets or flags shall be placed in a window of any Residential Unit.

(e.) No Owner shall allow their Exclusive Use Areas assigned to them to become unsanitary or unsightly in appearance.

(f.) No Owner shall display or allow to be displayed in or on their Unit an image or object viewable from the outside of the Unit that, in the Board's sole discretion, is deemed to be offensive in nature. Upon the Board deeming an object offensive and providing the Owner written notice of the Board's decision the Owner must remove the offensive object forthwith.

(g.) Christmas and other seasonal or holiday decorations or displays are permitted in moderation, but the use must conform to the season or holiday and such decorations, when attached outside of the Unit or on the Common Property must not damage or deface the Common Property or damage any eavestroughs or other fixture forming part of the Common Property. All seasonal decorations may be displayed for 4 weeks prior to the season or holiday event and must be removed within 4 weeks following the seasonal or holiday event.

7.2.6 AWNINGS

Neither awnings nor shades shall be erected over the outside of the windows, nor shall any articles be hung or placed outside window sills of any Residential Unit without the prior written consent of the Board.

7.2.7 BARBEQUES

(a.) A barbeque or similar cooking or heating device may only be fueled by electricity, propane or natural gas. Barbeques or similar cooking or heating devices that are fueled by charcoal,

wood or any similar solid fuel are prohibited. Any barbeque or similar cooking or heating device must be kept and used on the patio or balcony as far away from the building as practicable.

(b.) Firepits are prohibited, however, Owners and Occupants may have a propane fueled fire table or fire bowl on their patio or balcony.

(c.) All barbeques, fire tables or fire bowls must comply with the local fire code, Municipal bylaws, and any other rules put in place by the Board regarding the same. The Board may remove any barbeque or similar cooking or heating device which it deems, in its sole discretion, to be unsafe.

(d.) The Owner shall be held responsible for any damage to the exterior of the building or Common Property due to the use or storage of a barbeque or similar cooking or heating device in their Exclusive Use Area. If damage occurs, Owner and Occupant will be held liable for the cost of cleaning and/or repairs and such cost will be charged to the Owner as a Unit Charge.

(e.) If a barbeque or similar cooking or heating device is stored in their Exclusive Use Area patio or balcony, the Owner or Occupant shall obtain and maintain, at their cost, a fire extinguisher, to be located in an easily accessibly area nearby the barbeque or similar cooking or heating device.

(f.) Prior written Board approval is required for any natural gas line installation which may be required to fuel a barbeque or similar cooking or heating device. Any such installation shall be done by a qualified and insured contractor approved by the Board.

7.2.8 CONSTRUCTION

Owners shall not permit alterations, renovations or similar work to be done in their Residential Unit or about their Residential Unit that would breach Municipal bylaws regulating the permitted hours of construction and permitted noise levels.

7.2.9 DEBRIS

No Owner or Occupant shall throw anything out of any window or door of their Unit or from a patio or balcony onto the Common Property, nor permit anything of this kind to be done by their guests, visitors or invitees.

7.2.10 FIRE HAZARD

No Owner, Tenant or Occupant shall:

(a.) store gasoline or other similar combustible or flammable goods or materials on any Unit or on the Common Property (normal household cleaning products, propane for barbeques, household sized jerrycans of gas and related goods excepted provided such are properly and safely stored);

(b.) permit anything to be done in a Unit or on the Common Property or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any Unit comprising part of the Parcel, or on the property kept therein; or

(c.) do anything which conflicts with the laws relating to fires or with the regulations of the local Fire Department or which would conflict with or render invalid any insurance policy on any building or comprising part of the Parcel.

7.2.11 GARBAGE

(a.) Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage, recycling, and compostable containers (if applicable) as directed by the Board from time to time and shall observe all bylaws and regulations of the Municipal authority in that regard. The following procedures must be observed with respect to garbage disposal:

i.) Garbage, recyclables, and compostables (if applicable) must be securely contained and placed in the appropriate areas for pick-up;

ii.) hazardous waste, construction materials, bulky items, furniture, mattresses, appliances and electronics and large or oversized items that do not fit in the garbage bins must be taken by the Owner to the Municipal dump, Eco station or other such facility for the collection or disposal of such items. Any Owner or Occupant caught dumping or leaving items not permitted in the garbage bins or garbage area shall be responsible for and charged any costs incurred by the Corporation in disposing of such items, plus a 15% administration charge and Interest as a Unit Charge against their Unit.

7.2.12 HAZARDOUS GOODS

No dangerous, hazardous or toxic goods or materials of any kind shall be kept on any part of the Parcel except with prior written consent of the Board.

7.2.13 HEALTH

(a.) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or Municipal bylaw or injurious to health of any Owners, Tenants or Occupants or in any way in violation of any laws whatsoever.

(b.) Units must be kept clean and in good order and free of insects and vermin.

(c.) No Owner, Tenant or Occupant shall render a Residential Unit unfit for human habitation.

(d.) In the event of a breach of this Bylaw the Corporation may rectify such breach, including, without limitation, obtaining pest remediation and treatment, and the costs incurred in doing so shall be charged back to the Owner as a Unit Charge.

7.2.14 ILLEGAL ACTIVITIES

An Owner shall not:

(a.) do or permit anything to be done in their Unit or on the Parcel that may be illegal or injurious to any Units, Common Property or amenities comprising the Parcel or that will cause nuisance or hazard to any other person;

(b.) use or permit the use of their Unit for any purpose, other than that which a Unit is intended to be used as shown expressly or by necessary implication upon the registered Condominium Plan.

7.2.15 LANDSCAPING

Owners, Tenants, Occupants, and their respective animals (pets), their families, guests, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or real or personal property of the Corporation, including without limitation any and all parts of the buildings 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.

Notwithstanding the generality of the foregoing, Owners are permitted to have potted flowers and plants on their patios or balconies.

7.2.16 LAUNDRY

No laundry shall be hung outside a Residential Unit or on the Common Property.

7.2.17 MOTOR VEHICLES & PARKING

(a.) All Owners shall observe and abide by any rules passed from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits, restricted parking, emergency access routes, and directional controls.

(b.) No Owner shall park its motor vehicle on any part of the Common Property or Parcel other than their garage or Parking Unit, as the case may be, except in accordance with prior written consent of the Board.

(c.) A visitor may only park their motor vehicle in a stall designated by the Board for such visitor parking and in compliance with any rules and regulations established by the Board for such visitor parking or may park their motor vehicle in the garage of the Owner whom they are visiting. No Owner, Occupant or Tenant shall use the visitor parking stalls.

(d.) No motor vehicle or any other obstacles may be left on or parked in the emergency access routes.

(e.) No motor vehicles used for furniture moving, house trailer, motor home, tent trailer, boat, trailer, snowmobile, mechanical toboggan, all-terrain vehicle (ATV), machinery or

equipment of any kind shall be parked or remain on any part of the Parcel for greater than 48 hours, except as approved by the Board in writing.

(f.) No oil changes, adjustments or repairs to motor vehicles or any process that may involve fluid exchanges or possibility of fluid leaks or electrical work may be carried out on the Common Property or Parking Units.

(g.) No motor vehicle which is leaking any type of fluid shall be permitted to park on the Parcel. If a motor vehicle does leak fluid, the Owner of the vehicle shall remove the fluid spill promptly. If the Owner fails to remove the fluid spill on 48 hours' notice from the Board to do so, the Corporation may remove the fluid spill and any costs incurred shall be charged to the Owner as a Unit Charge.

(h.) Owners and Occupant who use an exterior extension cord to plug in a vehicle block heater shall ensure the same do not become a tripping hazard, or pose any difficulty or danger for other Owners and Occupants on the Parcel and the same shall be promptly put away when not in use.

(i.) Parking Units are not to be used for storage or for keeping personal belongings.

(j.) All Owners and Occupants must remove their motor vehicles from their Parking Unit when notified by the Board in writing to do so in order to permit the parking areas to be cleaned. If a motor vehicle is not removed after such notification then that individual's motor vehicle will be towed at the motor vehicle owner's expense.

(k.) Any violation of this Bylaw 7.2.17 by an Owner, Tenant or Occupant of a Unit, or a visitor, may result in that individual's motor vehicle being towed, at the motor vehicle owner's expense and/or a levy of a monetary sanction to the Unit Owner.

7.2.18 NOISE

(a.) All Owners, Occupants and Tenants of a Unit must comply with the Municipal noise bylaws.

(b.) No Owner, Tenant or Occupant of a Unit shall make or permit any disturbing noises in a Unit or on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Owners or Occupants of the Parcel or Units.

(c.) No Owner, Tenant or Occupant of a Unit shall play or permit to be played loudly any musical instrument, phonograph, stereo, computer, radio, television or any other amplified sound device, practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other Owners or Occupants of the Units.

7.2.19 OBSTRUCTION

No Owners or Occupants shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub, hedge, flowerbed or flower box on the Common Property without the prior written consent of the Board. Any consent required by this Bylaw may be arbitrarily withheld. For greater clarity, Owners are permitted to have potted plants on their patios and balconies as well as plantings in the community garden if they have been assigned a garden plot.

7.2.20 PARKING UNITS

(a.) The Owner of a Unit shall not permit any person to use or occupy a Parking Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful Occupant of a Residential Unit or unless such person is using or occupying a Parking Unit as a visitor with the consent of the Board.

(b.) An Owner of a Unit shall not sell, lease or otherwise dispose or divest itself of a Parking Unit except to a person who owns a Residential Unit and then only subject to the terms and conditions hereto the intent being that at all times a Parking Unit shall only be available for use by the Owner or Occupant of a Residential Unit.

(c.) An Owner of a Parking Unit shall not use their Parking Unit other than to park a motor vehicle without the prior written consent of the Board. The Owner of a Parking Unit may park one motor vehicle or a motorcycle and an additional small vehicle, provided that in no instance shall any portion of any motor vehicle(s) so parked within a Parking Unit protrude beyond the boundaries thereof or encroach upon any portion of the Common Property or another Owner's Parking Unit.

(d.) The Corporation and its servants, trades, agents and employees shall have the right of entry and license for access for ingress and egress over any Parking Unit as may be necessary to permit it to carry out its obligations as provided for in the Act, Regulation or these Bylaws, including, without limitation, any repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.

7.2.21 PERSONAL BELONGINGS

All Owners and Occupants will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept on the patio or balcony or Exclusive Use Area to be kept in their Residential Units when not in actual use. Each Owner or Occupant will comply with all requests of the Board or its representative that bicycles, toys and like articles be put away inside such Owner's or Occupant's Residential Unit when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

7.2.22 PLUMBING

(a.) Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, grease,

rubbish, rags, ashes, disposable diapers, wipes or other substances shall be deposited or flushed through such apparatus.

(b.) Owners are responsible for the repair of their plumbing fixtures and the costs of repair of damage to the Common Property or any other Unit resulting from leaks from the appliances, plumbing fixtures, bathtubs or showers in their Residential Unit.

7.2.23 SALES & EXHIBITS

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction, yard, garage or other sales shall be held in any Unit or on the Common Property without the prior written consent of the Board. No solicitations are permitted on the Parcel.

7.2.24 SIDEWALKS & WALKWAYS

The sidewalks, walkways, passage ways, driveways and parking areas shall not be obstructed by any Owner, their family, guests, Tenants or visitors or used by them for any other purpose than for entering and leaving their Unit.

7.2.25 SIGNAGE

Except for professionally designed "For Sale" or "For Lease" signs or as otherwise permitted by the Bylaws, no signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Parcel without the prior written consent of the Board.

Notwithstanding the generality of the foregoing, during such period of time that the Developer is still the Owner of one or more Units that it has available for purchase, no "For Sale" signs shall be placed on any part of the Parcel.

7.2.26 SMOKING AND HYDROPONICS

(a.) Owners and Occupants and their guests who are smoking shall ensure the following:

i.) all butts, ash and debris must be put in an ashtray or similar non-combustible container and shall not be put in a plant pot or other combustible container due to the risk of fire; and

ii.) no butts or ash or other smoking debris are to be tossed or swept on to or off of any Exclusive Use Area patio or balcony.

(b.) All Owners, Occupants, Tenants, and their guests, invitees, and licensees, are prohibited from using hydroponic or aeroponic systems in a Unit, Exclusive Use Area or elsewhere on the Parcel.

7.2.27 WATER/HEATING

(a.) Water shall not be left running unless in actual use and all taps, washers and shut-off valves shall be kept in good repair. Water must be turned off in vacant Residential Units.

(b.) An Owner shall keep and maintain heating in operation within their Unit to a temperature that ensures against pipe freezing in the Unit or any adverse impact whatsoever on adjoining Units and Common Property or their heating, use and enjoyment.

(c.) An Owner or Occupant shall not allow their heating system, cooling system, interior water taps, to be rendered inoperable. An Owner shall take appropriate winterization steps to ensure that the Unit plumbing, electrical, heating, ventilation and cooling systems, and interior water taps are in working order and that they are repaired, maintained and replaced where necessary. The Corporation shall not be liable for any loss that is sustained due to failure of any plumbing, electrical, heating, ventilation and cooling systems, and interior water taps in the Unit and an Owner shall be responsible as a Unit Charge for any loss to the Corporation or other Owners, Tenants or Occupiers should an Owner fail to observe this Bylaw.

7.2.28 VACANT UNITS

Owners shall not leave a Unit vacant or unattended to in excess of 72 hours, or such shorter time period as required by such Owner's insurance, without inspection by the Owner or their agent and during such absence, shall take all reasonable precautions to protect against insurable loss including, but not limited to, turning off all water shut off-valves and ensuring all external windows and doors are closed.

7.2.29 OWNER RESPONSIBILITY FOR COMPLIANCE

An Owner shall ensure that their Occupants, Tenants, guests, invitees and licensees comply with this Bylaw 7.2.

7.3 EXCLUSIVE USE AREAS

7.3.1 The Owner of each Unit may obtain the right to the exclusive use and enjoyment of such Exclusive Use Areas or portions of the Common Property as may be designated by the Board on such terms with respect to maintenance thereof as the Corporation may direct, but any such grant shall be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves.

7.3.2 The Board may alter the area and location of the Exclusive Use Areas from time to time upon such terms and conditions as it deems fit, provided that in doing so it does not unfairly or unreasonably discriminate against any Owners or Occupants.

7.3.3 Owners are granted the right to the exclusive use and enjoyment of the exterior doors, windows, lights, exterior electrical outlets, patios and balconies.

7.3.4 Each Owner shall be responsible for keeping their Exclusive Use Area in a tidy and clean condition, including without limitation removing snow, ice and debris from his or her patio or balcony. The Corporation will be responsible for all other maintenance and repair of the Exclusive Use Area. Should any Owner fail to keep their Exclusive Use Area in a tidy and clean condition or otherwise fail to comply with their repair and maintenance responsibilities herein after 10 days written notice to do so given by the Board or its representative, then the Board or its representative, may effect such required maintenance and repair and the Owner shall reimburse the Corporation for all costs

incurred in respect of such work including Interest, which costs shall be charged to the Owner as a Unit Charge. The Board or its representative may use all or any of the remedies open to it or as set out in the Act and these Bylaws, to recover such monies for the Corporation including Legal Costs, which costs shall be charged to the Owner as a Unit Charge.

7.3.5 No Owner may modify the appearance of their Exclusive Use Area, including the patio or balcony, unless otherwise approved by the Board in writing. Owners are prohibited from painting or staining their patio or balcony, including but not limited to the ceiling or trim of the patio or balcony doors and windows.

7.3.6 No Owner shall trespass, or permit any Occupant, Tenant, or visitor of their Unit to trespass, on any part of the Parcel or Common Property to which another Owner is entitled to exclusive use.

7.3.7 The Developer, Corporation, agents and employees of the Corporation are not liable for any accidents, damage, lost or stolen personal property or any other damages suffered by any Owner due to his or her use of the Exclusive Use Areas, howsoever caused. The use of the Exclusive Use Area is at the Owners' and Occupants' sole risk.

7.3.8 The Corporation and its servants and agents shall, regardless of the grant of any right, license or privilege of exclusive use to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and re-pass over, and occupy any and all parts of such Exclusive Use Area for the purpose of carrying out any of the duties or functions of the Corporation.

7.4 RESTRICTIONS GOVERNING USE OF UNITS

7.4.1 By enacting these Bylaws, the Owners affirm their collective intent to preserve the character of the project and the Residential Units as private single-family residences.

7.4.2 The number of persons occupying a Residential Unit shall not exceed the numbers permitted by any municipal or provincial law or authorities.

7.4.3 In the event the Board grants permission to use a Residential Unit other than as a private single-family residence, it shall be the responsibility of the Owner or Occupant of the Residential Unit, as the case may be, to ensure that compliance has been met (and continues to be met) with all Bylaws, rules, regulations, laws, Municipal bylaws and statutes that apply in the circumstances.

7.4.4 No Unit shall be used or be represented to the public as a boarding house, rooming house, group home, day home, day care centre, for the provision of regular child-care or baby-sitting, or as a time share facility, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, may be withdrawn at any time on 30 days' notice. Prior to any authorization being given by the Board, the Owner of the Unit shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity.

7.4.5 Residential Units may only be used for a commercial or professional purpose as permitted by Municipal bylaw and provided that such commercial activity does not interfere with other Owner's

and Occupant's use and enjoyment of his or her Unit. The Owner using his or her Residential Unit for a commercial purpose shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity. Notwithstanding the generality of the foregoing, the Board reserves the right impose any reasonable conditions and restrictions on such commercial use where the same is interfering with other Owner's and Occupant's use and enjoyment of their Unit.

7.5 RENTAL OF UNITS

7.5.1 NOTIFICATION

(a.) An Owner shall within 20 days of a Tenant taking possession of a Unit:

i.) provide the Corporation with an address for service for the Owner for any notice that may be served pursuant to the Act or the Bylaws, the name of and contact information for the Tenant, and the amount of rent to be charged for the Unit;

ii.) comply with the deposit requirements of the Corporation;

iii.) provide a copy of the Bylaws and any applicable rules or policies of the Corporation for the Tenant's reference and use;

iv.) provide the Corporation with a completed rental registration form, as provided by the Corporation, including a written undertaking in which the Tenant undertakes in writing to be bound by and comply with the Bylaws.

(b.) Within 20 days after ceasing to rent the Owner's Unit, the Owner must give the Corporation written notice that the Owner's Unit is no longer rented.

(c.) Nothing in these Bylaws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying their Unit and such Owner shall be jointly and severally liable with the Tenant with respect to such obligations.

(d.) Regardless of whether the Board has notice of a Tenant or Occupant, any person in possession of a Unit is bound by the Bylaws.

8 COMMON EXPENSES & CONTRIBUTIONS

8.1 BUDGET

8.1.1 The Board or, at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year). This estimate of Common Expenses may

be referred to as the "budget", with the Board, by resolution, adopting the budget. Any budget approved by the Board also operates to approve the expenditure of monies identified in the budget.

8.1.2 The omission by the Board before the expiration of any year, to fix the assessments hereunder for that year or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the Contributions, or any installments thereof for that or any subsequent year, but the Contributions for the preceding fiscal year shall continue until new Contributions are fixed.

8.2 COMMON EXPENSES

8.2.1 The Common Expenses applicable to the Corporation are the expenses that are necessarily incidental to the use and operation of the Corporation, and without limiting the generality of the definition thereof, include the following:

(a.) all levies or charges on account of electricity, water, garbage removal, gas and utility services supplied to the Corporation;

(b.) the cost of and charges for all management fees and all salaries and other benefits payable to or on account of employees or independent contractors of the Corporation, including any caretakers or maintenance personnel;

(c.) costs for stipends and honorariums;

(d.) costs for office equipment and supplies;

(e.) newsletter, printing and postage costs;

(f.) costs for memberships, subscriptions and Board education;

(g.) all costs and charges on account of landscaping, maintenance and ice and snow removal from the Common Property;

(h.) costs for cleaning, sweeping and maintenance and repair of the parking areas;

(i.) all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible under these Bylaws;

(j.) all costs of and charges for maintenance and repair of the Common Property or other real and personal property owned by the Corporation for which the Corporation is responsible under these Bylaws;

(k.) costs of amenities for which the Corporation is responsible, including the repair and maintenance thereof;

(l.) reserves for future maintenance and expenses and the Reserve Fund and the cost of the Reserve Fund study, plan or report;

(m.) the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, municipal taxes, unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself;

(n.) all costs of maintenance of the exterior walls and other structural parts of the buildings;

(o.) insurance for which the Corporation is responsible and that of any Insurance Trustee;

(p.) reserves for repair, refurbishment and replacement of the real and personal property of the Corporation, the Common Property and the property for which the Corporation is obligated to repair or replace;

(q.) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(r.) the cost of maintaining bonds as provided in these Bylaws;

(s.) all costs of and charges for all manner of consultation, professional and assistance required by the Corporation, including without limiting the generality of the foregoing, all auditing, accounting, management, engineering and legal costs and disbursements; and

(t.) all obligations of the Corporation or the Board created by the Act, the Regulation or these Bylaws.

8.3 ASSESSMENT OF FEES

8.3.1 Subject to Bylaws 8.3.2, 8.3.3 and 8.3.7 below, each year's Common Expenses for the Corporation shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factors for the Units as shown on the Condominium Plan.

8.3.2 No Contributions or monthly assessments of Common Expenses shall be levied against the Developer as owner of a Unit until completion of construction of the Building in which it is located, such Unit is ready to be used for residential purposes, and at least 1 unit in the building has been transferred to a bona fide purchaser.

8.3.3 If the allocation of expenses, costs or charges would be inequitable if assessed on the basis of Unit Factors, the Corporation may, and is hereby authorized to, weigh, allocate and assess against the Owners and their respective Units such expenses, costs and charges in such equitable manner as the Board shall from time to time resolve, and without limiting the generality of the foregoing, the Board may allocate and assess the whole of an expense, cost or charge to a single Owner of a Unit, provided that the Owner so affected will be notified of such Contribution in writing.

8.3.4 The Corporation shall deliver or mail to each Owner a notice of the Contribution for their Unit for the ensuing fiscal year.

8.3.5 If at any time it appears that the estimated Contributions towards the Common Expenses will be insufficient to meet the needs of the Corporation, the Board may assess and collect a special levy against each Unit to raise additional funds for the types of shortfalls and expenses as permitted in

the Act and Regulation. The special levy shall be levied in the same proportion as Contributions payable by the Owner of the Unit or by any other method determined by the Board acting reasonably as contemplated by Bylaw 8.3.3. Any resolution of the Board to levy a special levy shall be done in accordance with the requirements of the Act including, without limitation, Section 39.1.

8.3.6 As soon as possible after the Board has passed a resolution issuing a special levy, the Corporation shall give notice of the special levy to all Owners which shall include a written statement setting out the purpose for the special levy, the total amount of the special levy, the method used to determine each Unit's share of the special levy, the amount of the Unit Owner's share of the special levy, and the date by which the special levy is to be paid (or, if the special levy is payable in instalments, the dates by which the instalments are to be paid).

8.3.7 Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before 95% of the Units have been occupied or sold by the Developer of the project and prior to the second annual general meeting being convened the following provisions will apply:

(a.) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of notice of estimated monthly Contributions, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible;

(b.) No Contributions or assessment of Common Expenses shall be levied against the Developer or Owner of an undeveloped Phase of the Parcel until completion of construction of a residential building thereon, registration of the plan respecting such Phase and a Unit therein is used or is ready to be used for residential purposes and at least 1 unit in the building has been transferred to a bona fide purchaser;

(c.) The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set-off from any assessments against the Developer as Owner of any of the Units any amount payable by the Corporation to the Developer with respect to Common Expenses until completion of construction of a residential building on an unimproved portion of the Parcel, registration of the Condominium Plan respecting that Phase and the building is used or ready to be used for residential purposes.

8.4 PAYMENT OF COMMON EXPENSES

8.4.1 Units owned by the Corporation, if any, are not assessable for Common Expenses and shall be deemed to have zero Unit Factors for the purposes of allocating Contributions.

8.4.2 Each Owner shall be obligated to pay any and all Contributions levied against their Unit to the Board or the Manager to the account of the Corporation, as directed by notice or in equal monthly installments on or before the first day of each month during the fiscal year for which such Contribution is made or in such other manner as the Board or the Manager with the consent of the Board (as the case may be) shall designate.

8.4.3 Upon notice, the Owner shall provide such postdated cheques or execute any and all necessary forms required for electronic debit.

8.4.4 No Owner can exempt themself from liability for their contributions toward the Common Expense Contributions by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

8.5 COLLECTION OF FEES

8.5.1 INTEREST AND COSTS

Interest is payable on all monetary sanctions, penalties, Contributions, installments, special levies or payments in arrears and owing to the Corporation calculated from the date due until payment of the same.

8.5.2 OTHER FEES AND DAMAGE CHARGE BACKS

(a.) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for any alteration or damage caused to the Common Property or any Unit caused by any acts of themselves, their animals, members of their family, Tenants, Occupants, invitees, contractors or licensees, regardless of whether such actions are negligent. 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 all costs, including Legal Costs, incurred with respect to such repairs, which costs shall be levied against the Owner and their Unit as a Unit Charge and recoverable in the same manner as provided for in the Act for the recovery of Contributions in arrears

(b.) In addition to the foregoing, where a cost is incurred by the Corporation as a result of an Owner or Occupant (including, without limitation, an insurance deductible, Interest and Legal Costs), and such cost is permitted to be charged back to or for the account of an Owner in accordance with these Bylaws, the Act, or Regulation, the Corporation may levy such cost against the Owner and their Unit as a Contribution and such cost (including, without limitation, Interest and Legal Costs) shall be recoverable in the same manner as provided for in the Act for the recovery of Contributions in arrears, except where prohibited by law.

8.5.3 DEFAULT IN PAYMENT OF CONTRIBUTIONS

(a.) The Corporation shall be entitled to enforce any Contribution, lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time and recover its costs, including Legal Costs. Nothing herein shall restrict or nullify any rights or remedies given to the Corporation by or under the Act.

(b.) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Contribution, including Interest, Legal Costs and any penalties due to the Corporation in respect of their Unit, which lien shall be a first,

paramount lien against such estate or interest, subject only to any municipal or local authority in respect of unpaid realty taxes or charges.

(c.) The Corporation shall have the right to file a caveat against the Unit or interest of such Owner in respect of the lien or charge for the amount of such unpaid Contribution, including Interest, Legal Costs and other costs associated with attempting to collect all unpaid Contributions, provided that each such caveat shall not be registered until after the expiration of 30 days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner, on an indemnification basis, the Corporation's Legal Costs and other Manager, professional or other agent fees (hereafter called "agent fees") and registration fees incurred in preparing and registering the caveat (such costs not to exceed the original amount owing) and in discharging the caveat and the Corporation shall not be obligated to discharge any caveat until all of the foregoing are fully paid.

(d.) As further and better security, each Owner responsible for an unpaid Contribution, including Interest, Legal Costs and any monetary sanctions or penalties due to the Corporation, other costs chargeable to the Owner under these Bylaws and other costs associated with attempting to collect all unpaid Contributions or penalties, which is in arrears for more than 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 and providing for their payment on demand with assessed penalties and Interest thereon calculated from the due date of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time.

(e.) Any Tenant of a Unit on receiving notice from the Corporation that the Owner of the Unit is in default of any payment or Contribution levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the Contribution levied or the installment or installments in arrears plus any Interest owing and Legal Costs or other agent fees and the Tenant shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the Tenant.

(f.) Any other Owner or person, firm or company whatsoever may pay any unpaid Contribution, plus any Interest owing and Legal Costs or other agent fees after the expiration of 30 days following the due date for payment by the Owner in default, with respect to a Unit. Upon such payment being made, such person, firm or company 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 their lien, thereby created, in accordance with the Act.

(g.) Regardless of any other term, condition or provision herein contained or implied, each unpaid Contribution, and monetary sanction shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible. Any action,

suit or proceeding to recover such debt or to realize on any judgment of such debt shall be maintainable as a separate action, suit, or proceeding without foreclosing, or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover its costs including Legal Costs.

(h.) The Board may, by resolution, accelerate all payments for the balance of the fiscal year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these Bylaws.

(i.) Where there are any monies owed to the Corporation by an Owner, unless otherwise resolved by resolution of the Board, any payments made by an Owner shall be applied firstly to any costs or expenses (Legal Costs, agent fees, land titles charges or otherwise) incurred by the Corporation as a result of the Owner falling into arrears, then to any monetary sanctions imposed, thereafter to any interest owing and lastly to the Contributions (including any special levy) due to the Corporation.

8.5.4 NOTICE OF DEFAULT TO MORTGAGEE

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner, whether for non-payment of Contributions or otherwise, must also be sent to such Mortgagee.

8.5.5 RECOVERY OF COSTS

The Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money, including its Legal Costs, which the Corporation is required to expend as a result of any act or omission by an Owner, their servants, agents, licensees, invitees or Tenants which includes, but is not limited to, Bylaw violations or any violations of resolutions established pursuant to these Bylaws and there shall be added to any judgment all costs of such action including the Corporation's Legal Costs. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

9 BYLAWS

9.1 OBSERVANCE OF BYLAWS

9.1.1 Any infraction, violation or default of the Act or these Bylaws or any rules established pursuant to these Bylaws by an Owner, their servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within 10 days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation or its agent. Any Legal Costs, agent fees, penalties, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing, such infraction, violation or default, shall be charged to such Owner as a Unit Charge.

9.1.2 If the Board determines that a breach of a Bylaw or any rules established by the Board is occurring by an Owner, Tenant or invitees of the Owner or Tenant, it may, by a Board resolution, cause a notice of proposed sanction to be delivered to the Owner or Tenant. The notice shall specify all the

information as required in Section 73.7 of the Regulation, including, without limitation, the nature and particulars of the breach, the Bylaw provision or rule that has not been complied with, a reasonable time within which the breach is to be rectified (which must be at least 3 days), and the proposed monetary or non-monetary sanction, if any, should the breach not be rectified within the time permitted. In the event the breach is not rectified within the time permitted, the Board can proceed with imposing the monetary sanction previously indicated in the original notice by issuing a notice of sanction to the Owner or Tenant, as the case may be, such notice of sanction to include all the information required in accordance with Section 73.7(6) of the Regulation.

9.1.3 For a breach of these Bylaws, the Board may impose a monetary sanction, provided the sanction does not exceed the maximum amounts, in force at the time of the breach, prescribed in the Regulation (currently up to a maximum of $500.00 for the first violation and a maximum of $1,000.00 for the second and all subsequent violations) or such other non-monetary sanctions as it deems fit. For a breach of a rule the Board may only impose such non-monetary sanctions as it deems fit. Any monetary sanction imposed must be paid within 30 days upon the Board sending written notice of such monetary sanction and thereafter any unpaid amounts will bear Interest from the date the monetary sanction was due until paid in full.

9.1.4 If the Regulation is amended to alter the maximum amounts permitted for monetary sanctions, then the maximum sanction amounts set out in Bylaw 9.1.3 above shall be automatically amended to reflect such amended maximums amounts prescribed in the Regulation.

9.1.5 If a monetary sanction is imposed against a Tenant, the required notices shall be served both on the Tenant and Owner.

9.1.6 The Board may, pursuant to the Act, take legal proceedings to recover a monetary sanction and damages including Legal Costs.

9.1.7 Each day that an Owner, Tenant, or other person contravenes these Bylaws shall be considered a separate contravention and subject to an additional monetary sanction, provided that the maximum monetary sanction to be imposed for any continuing non-compliance with these Bylaws shall not exceed the maximums provided for in the Regulation.

9.1.8 In circumstances where the breach of a Bylaw is so serious and persistent that in the Board's discretion it cannot be addressed in any other way, the Board may, by resolution, require that the Owner or Tenant give up possession of their Unit by a date specified in written notice from the Board, which date shall be no earlier than the last day of the month immediately following the month in which the notice is served on the Owner or Tenant, and thereafter that Owner or Tenant shall no longer occupy the Unit. In the event the Owner or Tenant does not give up possession of the Unit by the date specified in the notice from the Board to do so, the Corporation may commence proceedings under Section 67 of the Act (or any provision passed in substitution therefor) to have the Owner or Tenant and/or any member of their household evicted from the Unit.

9.2 AMENDMENT OF BYLAWS

9.2.1 These Bylaws may be added to, replaced, amended, or repealed by Special Resolution and not otherwise. At any meeting where the Bylaws are to be amended, the Board shall give each Owner

and Mortgagee (who has notified its interest to the Corporation) a written copy of the proposed amendment at least 14 days before the meeting.

9.2.2 An amendment, addition, repeal or replacement of a Bylaw does not take effect until the Corporation files a copy of it with the Land Title Registrar, and the Registrar has made a memorandum of the filing on the Condominium Plan. Thereafter the Board shall give each Owner and Mortgagee (who has notified its interest to the Corporation) a copy of any registered amendment, addition or replacement to the Bylaws.

10 MISCELLANEOUS

10.1 NOTICES

10.1.1 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 as follows:

(a.) upon the Corporation if delivered by personal service to any Board member or by leaving it at or mailing it by recorded mail to the Corporation at its registered address as filed at the Alberta Land Titles Office;

(b.) upon an Owner by personal service to the Owner (and if there is more than one Owner then to any one of such Owners), or by leaving same at the Unit, or by ordinary mail or recorded mail addressed to the Owner at the municipal address of their Unit or the address of such Owner as recorded at the Land Titles Office (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any electronic address, where such Owner has requested and consented to receive communications by electronic means;

(c.) upon a Tenant or Occupant by personal service to the Tenant or Occupant (and if there is more than one, then to any one of such Tenants or Occupants), by leaving same at the Unit, or by ordinary mail or recorded mail addressed to the Tenant or Occupant at the municipal address of their Unit or in the alternative at any e-mail address provided to the Corporation by the Tenant or Occupant or such other electronic means as agreed between the Tenant or Occupant and the Corporation;

(d.) upon a Mortgagee of a Unit by personal service to the Mortgagee (or if the Mortgagee is a company, 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 address of such Mortgagee as recorded at the Land Titles Office or such other address as provided, in writing, by the Mortgagee to the Corporation; any notice providing for or contemplating any meeting or any acts or steps that would, if approved or taken, involve the winding up of the Corporation, shall be given by recorded mail addressed to the Mortgagee as aforesaid.

10.1.2 Any notices, demands or requests served shall be deemed to have been effected as follows:

(a.) immediately upon personal service;

(b.) on the date on which acknowledgment of receipt of recorded mail is signed;

(c.) 7 days after the date on which the document is sent by ordinary mail; or

(d.) 24 hours after the document is left at the Unit or sent by electronic means.

10.1.3 The Corporation shall not be obliged to give notice to any Owner who has not notified the Corporation that they have become an Owner or to any Mortgagee who has not notified the Corporation that it has become a Mortgagee.

10.2 SEVERABILITY

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

10.3 CHANGE OF LEGISLATION

Should the Act change in the future, then these Bylaws shall automatically adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

10.4 MUNICIPAL BYLAWS

Any municipal bylaws of the Municipality shall apply to the Owners. Municipal (bylaw) Enforcement Officers are hereby authorized to enforce the Municipal bylaws affecting the Common Property or any Unit.

10.5 NON-PROFIT CORPORATION

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

(a.) reasonable compensation paid to any member or Manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

(b.) reimbursement of any member or Manager, from time to time, for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and

(c.) paying members of the Board an annual honorarium, stipend or salary established pursuant to Bylaw 3.1.11.

10.6 PHASED REGISTRATION

10.6.1 The Developer intends to develop the Parcel in Phases in accordance with the Act and the Regulation and as set out in the phased development disclosure statement which shall be filed by the Developer upon initial registration of the Condominium Plan.

10.6.2 The Developer is entitled to construct dwellings in accordance with the phased disclosure statement. Within a reasonable time after constructing new buildings, the Developer shall install landscaping and sidewalks of the same nature and quality as that which exists in the developed portion of the Project.

10.6.3 Nothing in these By-laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Buildings, the construction or installation of any amenities planned by the Developer or the development of the Parcel in Phases, all of which costs shall be borne by the Developer. 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 Contributions or condominium fees for Units in Phases which are undeveloped or under construction.

10.6.4 Provided that the development of future Phases complies with the phased development disclosure statement, the development of future Phases shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor any of the Owners shall make any objections to or take any steps to prevent, hinder or delay construction and completion of any of the Units or Common Property comprising future Phases or the registration of an amendment to the Condominium Plan required to incorporate the Units and Common Property comprising future Phases into the Condominium Plan.

10.6.5 Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that Phase.

10.7 DEVELOPER RIGHTS

10.7.1 Notwithstanding anything provided in these Bylaws to the contrary, and notwithstanding any rules or regulations of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that the following provisions and rules shall apply and govern until each Phase is completed and all Units are sold:

(a.) the Developer will use reasonable efforts to keep the unimproved portions of the Parcel free from debris, weeds and any other unsightly matters;

(b.) the Corporation is not responsible to provide and service any unimproved portions of the Parcel until completion of construction of a Building thereon by the Developer;

(c.) the Developer may maintain Units as models for display and sale purposes, and otherwise maintain construction offices, displays and signs for marketing, sales, leasing, or customer service purposes upon the Common Property, including, without limitation, the amenities of the Corporation, and to carry on all sales and leasing functions it considers necessary

from such Units. The Developer may also, within or outside any unsold Unit or on the Common Property, at such locations and having such dimensions as the Developer may determine in its sole and unfettered discretion, erect, place, hang, keep or display signs, billboards, advertising material or marketing notices, all in the discretion of the Developer for the marketing of Units in the Condominium until all of the Units in this Condominium have been transferred by the Developer. Such sales centres and construction offices shall be open for attendance of members of the public;

(d.) the Developer shall have free and uninterrupted access to and egress from the Common Property for the purposes of implementing, operating and/or administering the Developer's marketing, sale, lease, construction, financing and/or customer-service programs with respect to any unsold Units on the Parcel, including, without limiting the generality of the preceding, the right to locate trailers or other structures on the Common Property from time to time until the Developer has sold all of the Units on the Parcel;

(e.) the Developer shall be entitled to erect and maintain security cameras for the purposes of preventing and addressing damage to and thefts of construction equipment and/or materials, upon any portion of the Common Property and within or outside any unsold Units, at such locations as the Developer may determine in its sole and unfettered discretion, all without any charge to the Developer for the use of the space so occupied;

(f.) the Developer, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold parking spaces (if applicable) which right shall continue until such time as all of the Units in this Condominium have been transferred by the Developer;

(g.) development and completion of the Units including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Units and buildings or their amenities. To the extent the Developer is still constructing the Units, the Common Property, any portions thereof or conducting warranty items on the same, the restrictions in these bylaws related to noise and timing of construction work shall not apply;

(h.) the Developer, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Units which right shall continue until such time as all of the Units in this Condominium have been transferred by the Developer;

(i.) the Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction on the Parcel. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Board authorizing

the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

(j.) the Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit, upon 24 hours' written notice to the Occupant, and the right of access to the Common Property in order to complete any incomplete items, warranty items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities;

(k.) until such time as (i) the Developer has turned over the project, (ii) the landscaping on the Parcel is complete, (iii) the Municipality has approved the landscaping on the Parcel and returned any deposit held with respect to such landscaping requirements by the Developer and (iv) the landscaping maintenance period has expired, the Board shall only contract with and use the Developer's original landscaping and snow removal contractor (the "**Developer's Contractor**"), provided that, in the event the Corporation wishes to hire a different landscaping and snow removal contractor other than the Developer's Contractor, then such new contactor shall provide to the Developer a written assumption of and liability for the original warranty provided from Developer's Contractor such that it shall be responsible to repair, replace or correct, at its cost, any defects to the landscaping as found by the Municipality in its review and approval of the landscaping.

10.7.2 Following substantial completion of any Building and its amenities, subject to any warranties provided by the Developer, the Developer is released from all liabilities to the Corporation in any way arising out of the construction and development of the Building and its amenities to the Corporation.

10.7.3 Notwithstanding anything herein to the contrary in no event shall the Developer be subject to any monetary sanction for any violation of this Bylaw 10.7 or with respect to the use or development of an uncompleted Phase.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE G

PROPOSED MANAGEMENT AGREEMENT

CONDOMINIUM COMMON PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made effective TBD

BETWEEN:

Livingston North (Condominium Corporation #TBD)
a corporation incorporated under the laws of the Province of Alberta (the "Corporation")
OF THE FIRST PART

- and -

Converge Condo Management Inc.
a corporation incorporated under the laws of the Province of Alberta (the "Brokerage")
OF THE SECOND PART

WHEREAS:

A. The Corporation is the registered owner of certain lands and premises described as the condominium complex located at [unknown] Calgary, in the Province of Alberta, project known as "Livingston North" (the "Property"); and

B. The Corporation desires to have the Brokerage manage the Property on the terms and conditions set out below in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. Definitions

1.01 For the purposes of this Agreement, the following words shall have the following meanings unless the context requires otherwise:

"Act" means the *Condominium Property Act (Alberta)* as amended from time to time;

"Board" means the Board of Directors of the Corporation;

"By-laws" means the by-laws of the Corporation and includes the rules and regulations of the Corporation and any amendments or additions thereto, as augmented or supplanted by the Act, and as registered in the South Alberta Land Titles Office;

"Condominium Plan" means Livingston North (Condominium Corporation #TBD) as registered at South Alberta Land Titles Office;

"Corporation" means the Condominium Corporation which is named Livingston North;

"Emergency Situation" means a condition or situation or circumstance which, if not remedied or attended to without delay, would potentially result in damage or further damage to the Property or risk of injury or physical impairment of persons present on the Property;

"Major Cause" means the willful misconduct or gross negligence of the Brokerage in performing its duties and obligations under this Agreement, or any other substantial default by the Brokerage under this Agreement;

"Management Fee" means the fee payable by the Corporation to the Brokerage in each Management Year and shall equal the sum of Twenty-Nine Dollars ($29.00) per door per month with the door count to be determined at the beginning of each month comprising of all units that are substantially complete and which occupancy permits have been issued.

"Management Year" means the fiscal year which commences on the 1st day of TBD in each year;

"Net Cash Surplus" means the gross revenue less the operating expenditures for any Management Year as determined by the Auditor, in accordance with generally accepted accounting principles and practices;

"Owner" means an owner of a condominium unit in the Condominium Plan;

"Operating Expenditures" means all operating expenditures incurred or committed in the operation, management, supervision, maintenance, repair and upkeep of the Property and the Corporation, including, without limiting the generality of the foregoing:

(i) principal and interest payments on all loans, mortgages and other financial obligations arranged or agreed upon by the Corporation or its representatives;

(ii) expenditures in the ordinary course incurred in the operation, maintenance and management of the Property and the Corporation;

(iii) reasonable reserves to provide for payment of anticipated or future expenditures for major repairs, renewals and replacement of equipment and for contingencies;

(iv) the Management Fee and reimbursement of amounts advanced on behalf of the Corporation;

(v) professional and brokerage fees and commissions payable in the ordinary course of business;

(vi) all other costs, charges, expenses and disbursements which are incurred on behalf of the Corporation or the Board and are attributable to the Property;

"Property" means the entirety of the lands and improvements, including all common property, owned or managed by the Corporation.

1.02 By mutual written agreement of the parties, Schedule "A" to this Agreement may be revised from time to time.

2. Appointment of Brokerage

2.01 Subject to the terms hereof and to the limitations contained in the By-laws, and as set out in the attached Schedule "A", the Corporation hereby appoints the Brokerage as its exclusive agent to perform, in accordance with this Agreement and such other policies as may be adopted from time to time by the Board and approved by the Brokerage, all routine management as required by the Corporation and the Board in respect of administration, supervision, maintenance, repairs and upkeep of the Property (hereinafter called the "Operations").

2.02 During the term of the appointment set out in paragraph 2.01 above, the Corporation hereby appoints the Brokerage its true and lawful attorney to carry out and perform all powers, rights, duties and obligations imposed on the Corporation by the Act, by any other act or competent authority and the By-laws or otherwise, and hereby ratifies and confirms all acts of the Brokerage as attorney for the Corporation, subject to Schedule "A" hereto, provided however, and notwithstanding that if such act or step involves an expenditure of more than One-Thousand Dollars ($1,000.00) in excess of the amount authorized by the current budget, the Brokerage shall first obtain the Board's consent to such expenditure, and provided further that the Brokerage may act as the Corporation's attorney without the Board's specific consent in an Emergency Situation.

2.03 The Corporation agrees to pay or cause to be paid to the Brokerage, in each month of the Management Year, one-twelfth of the annual Management Fee commencing the first of the month following substantial completion of that unit. In the event that the Brokerage is required to manage the reserve fund study and oversee reserve fund work ordered by the Board, additional compensation payable to the Brokerage shall be negotiated between the parties hereto.

2.04 In connection with the appointment, the Corporation grants the Brokerage the right to attend all meetings of the Corporation and the Board. The Brokerage shall not have any voting rights at any such meetings.

3. Acceptance of Appointment

3.01 The Brokerage hereby accepts the appointment as Brokerage hereunder and covenants and agrees with the Corporation, at the Corporation's sole cost and expense except as specifically provided herein, to manage, operate, maintain, keep up, repair, supervise and administer the Property in a like manner as

would a prudent owner and to observe and perform all of the duties and responsibilities and provide all of the services which are necessary or incidental to such appointment or required by the terms and covenants herein contained, by the By-laws and by any competent authority, subject to Schedule "A" hereto.

3.02 In the performance of its rights, duties and responsibilities hereunder, the Brokerage shall employ competent and professional personnel.

3.03 The Brokerage shall cause a representative to attend monthly and annual meetings of the Corporation and the Board, when such attendance is reasonably requested.

4. Additional Powers and Obligations of Brokerage

4.01 In addition to the general powers and duties of the Brokerage conferred herein and without restriction to same, the Brokerage shall, subject to such limitations or policies as may from time to time be instituted by the Board, perform any of the following as required, as true and lawful attorney for the Corporation:

(a) perform such actions as may be required, necessary or expedient to carry out, maintain and enforce all of the Corporation's rights, powers and obligations under the Act, any other act and the By-laws and do all other acts and things as may reasonably be required subject to Schedule "A" hereto so as to carry out the true intent and meaning of the appointment;

(b) make all assessments under the By-laws which may be necessary or expedient in order to enforce or carry out, as the case may be, the Corporation's rights, powers, duties and obligations under the Act or the By-laws;

(c) collect, adjust or settle all assessments, debts, claims, demands and disputes and any other matter which may subsist or arise in connection with the Property and take whatever action is directed by the Board to enforce the performance of any obligations by any other party in favour of the Corporation and to conduct such litigation as it may deem necessary to establish and defend the rights of the Corporation and the Owners;

(d) remit payment for all contracts and arrangements which the Board may consider necessary and expedient for Operations of the Property, including, without restricting the generality of the foregoing, labour and employment contracts, insurance premiums, contracts for utilities, repair and maintenance contracts, and building and supervision contracts;

(e) provide accounting, bookkeeping and clerical services in connection with the provision of its services and the performance of its duties and obligations hereunder;

(f) provide general advice with respect to all such repairs, alterations, improvements and additions to be made by the Board which it considers necessary in order to keep the Property and the grounds in a state of good condition and repair;

(g) remit payment to all persons considered by the Board to be necessary for the proper maintenance and operation of the Property and to pay or cause to be paid the wages and other remuneration of such persons;

(h) pay all municipal realty taxes, rates and assessments as they become due and payable from time to time;

(i) take all steps as may be reasonably necessary to maintain law and order on the Property and to preserve the assets of the Owners and of the Corporation and to protect the Property, the Corporation and its servants, agents, licensees and invitees;

(j) cause the Property to be insured against such losses as may reasonably be required by the Board, the Act or the By-laws and review the insurance policies with the Board no less frequently than once each Management Year;

(k) in co-operation with the Board, report to the Board in writing any insurance claim or potential claim, liaise with the insurance claim representative as necessary, and co-ordinate repairs claimed under the Corporation's insurance policy. On any insurance claim the Brokerage may be entitled to claim additional hourly insurance management supervisory fees, to be negotiated with the Board, and if approved, shall be billed to, and payable by, the Corporation;

(l) pay all bills and accounts incurred in the Operations of the Property as they become due, subject to Schedule "A" hereto, or at such earlier date as may allow the Corporation to take advantage of discounts or to avoid interest on late payments, such bills and accounts to include, without limiting the generality of the foregoing, utility charges, insurance premiums, heating and cooling charges, painting and decorating of common areas, grounds keeping costs, costs of repairs and maintenance and other operating expenditures incurred in the Operations of the Property and not otherwise provided for in this agreement;

(m) give and render at all proper times all notices and statements required to be sent to any party, including the Owners, the Board and the Corporation, in respect of the Property;

(n) take such steps as may be within its power to do so to ensure that all restrictions and obligations with respect to the Property imposed upon the Corporation and the Owners or for which the Corporation may be liable at law are observed and fulfilled;

(o) when authorized and directed to do so by the Board, borrow, invest, raise and secure the payment of monies for and on behalf of the Corporation;

(p) with the approval of the Board, engage a qualified consultant to prepare a reserve fund study sufficient and as frequently as needed to meet the requirements of Act, and establish reserves in such amounts and for such purposes as the Board may from time to time direct;

(q) provide, upon request by a unit owner or authorized person, an estoppel certificate as required by the Act (the Brokerage being entitled to charge a reasonable fee to the unit owner or authorized person for compensation for preparation of such information);

(r) do all such other things which the Brokerage may consider necessary or expedient subject to Schedule "A" hereto in order to effectively carry out its duties and obligations and provide its services hereunder; and

(s) without limiting the generality of the foregoing, but subject to Schedule "A" hereto, be responsible for the care, maintenance and management of the Property and carry out such responsibility in a manner that will best serve the interests of the Corporation.

5. Services and Expenses

5.01 The cost of the following services shall be included in the Management Fee:

(a) all accounting costs in respect of the Property and the Corporation, but specifically excluding any extraordinary, forensic or audit costs (whether necessitated by the state of prior financial records and reporting carried out prior to this Agreement, or in relation to division or residential/commercial split tracking and reporting that may be required by the Board);

(b) the costs of the services rendered by the supervisory personnel of the Brokerage who are included within the ordinary scope services outlined in Schedule "A";

(c) Full disclosure will be provided by the Brokerage for any services rendered to which there is a conflict of interest.

provided, however, and notwithstanding the foregoing, that all other costs of the Brokerage in respect of the services provided hereunder, including, without restricting the generality of the foregoing, the costs of those services and outlays which are directly or indirectly rendered specifically in respect of the Property and the Corporation shall be performed at additional cost of the Corporation. It is understood that the accounting personnel are not acting as chartered accountants and any review or audit of the financial statements which the Corporation may wish to have done by a chartered accountant shall be at the expense of the Corporation.

5.02 The Corporation hereby acknowledges that the performance by the Brokerage of its covenants and obligations hereunder shall be limited to the extent of the funds of the Corporation in the possession of the Brokerage, having regard to all commitments and other anticipated expenditures.

5.03 The Corporation may request that the Brokerage obtain professional advice (including but not limited to legal or accounting advice). In such event, the Brokerage may contract for such advice on behalf of the Corporation. The Brokerage is not responsible for the advice given, and the Corporation agrees it will have no claim against the Brokerage for any negligent advice provided by the professional retained by the Brokerage on behalf of the Corporation. For clarity, this shall also apply in respect of any reserve fund study, reserve fund report, or reserve fund plan obtained by the Brokerage and in respect of all work approved by the Brokerage. The Brokerage is not responsible for the failure of the Board to obtain

appropriate professional advice, and the advice of the Brokerage is not to be taken as a substitution for such advice.

6. Term

6.01 The Brokerage's appointment hereunder shall be for a term of one year, commencing on the date of this Agreement. Upon receipt of written notice, the contract termination date shall be 30 days after the first day of the subsequent month following provision of the termination notice.

6.02 Notwithstanding termination of the Brokerage's appointment, the Corporation shall continue to be responsible for the payment to the Brokerage of any reasonable operating expenditures incurred by the Brokerage after such termination (where committed to prior to receipt of the notice of termination), and for any termination or other costs incurred where the Corporation directs that the Brokerage terminate commitments pertaining to the goods or services to be provided for the benefit of the Corporation.

6.03 After the termination, the brokerage must within 30 days:
a) transfer control of the condominium corporation's money to the condominium corporation or as directed; or
b) Disburse the funds to the condominium corporation; or;
c) If the condominium corporation engages another's brokerage to provide condominium management services, transfer the funds to the other brokerage.

7. Special Covenants of Corporation

7.01 The Corporation shall give the Brokerage reasonable notice of all meetings of the Board and of the Corporation and shall provide the Brokerage with all notices and communications which may directly or indirectly relate to the Property or to the performance of the Brokerage's services hereunder.

7.02 The Corporation shall reimburse the Brokerage promptly for any monies which the Brokerage may elect to advance for the account of the Corporation, subject to the limitations of this Agreement and of the By-laws, provided that nothing herein contained shall be construed so as to obligate the Brokerage to make any such advance.

7.03 The Corporation shall be responsible for providing any equipment and technology required to run hybrid Annual General Meetings. The corporation shall reimburse the Manager for any monies if asked to purchase equipment for such meeting.

7.04 The Corporation shall designate one member of the Board to be the duly authorized representative of the Board and of the Corporation and the Brokerage shall be authorized hereunder to receive directions and communications from the Board and the Corporation only through such representative, unless and until the Board shall instruct the Brokerage otherwise. Any and all such directions and communications shall only be binding upon the Brokerage if the same are in writing. In the absence of such designation by the Board, the Chairman of the Board shall be deemed to be the duly authorized representative.

7.05 The Corporation further agrees to maintain insurance covering the Owner and the Brokerage adequate to protect their interests and in a form, substance and amounts as may be reasonably satisfactory

to the Brokerage, and to cause the Brokerage to be named "additional named insured" on the Owner's Certificate of Insurance.

7.06 The Corporation further agrees to provide the Brokerage with all documents and records available to the Corporation which may be required by the Brokerage to properly manage and operate the Property and to perform its duties hereunder including but not so as to limit the generality of the foregoing:

(a) a summary or list, as amended from time to time, indicating the ownership, occupant and mortgagee of each unit of the Property;
(b) copies of all financial payment and banking information maintained by the Corporation, in order to allow the efficient electronic payment processing of any assessments (and failing such information being available, the accumulation and posting of such automated payment processing may be subject to additional setup costs imposed by the Brokerage, acting reasonably);
(c) a copy of the bylaws and condominium plans of the Corporation and of any amendments or additions made thereto from time to time;
(d) as built drawings for the building, as well as mechanical and electrical plans if available;
(e) copies of any power, telephone, or energy easements together with any plans showing the location of any underground services;
(f) copies of all agreements pertaining to any encumbrances registered, copies of all current contracts for the supply of equipment or services, copies of all warranty agreements and service manuals for the building and equipment; and
(g) copies of any other materials or information requested by the Brokerage, and pertinent to the management of the Property.

7.07 Notwithstanding any other provisions of this Agreement, the Brokerage shall not be responsible for: (i) the completion of construction or remedial work on the Property; or (ii) the maintenance repairs to individual dwelling units of buildings of the Condominium or portions of the adjacent lands that do not form part of the common property (such maintenance and repairs shall be the responsibility of the individual owners).

7.08 The Brokerage is not responsible for compliance by the Corporation or by any of the unit owners, in respect of any applicable ordinances, laws, rules, or regulations, whether municipal, provincial, federal or made by any public authority or official thereof having jurisdiction over it, except to notify the Corporation promptly or forward to the Corporation promptly, any orders, complaints, warnings, notices, summonses or like documents received by it relating to such matters and to recommend to the Board from time to time procedures compliant with the Bylaws of the Corporation and with applicable legislation. 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 Brokerage, 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 violation or alleged violation of such laws, ordinances, rules or regulations, except where unlawfully or negligently omitted or violated by the Brokerage or any of its agents, servants or employees.

8. Budget

8.01 At least 60 days prior to the beginning of each Management/Fiscal Year during the term of this Agreement, the Brokerage shall submit in writing to the Board a proposed budget for the next ensuing Management Year (the "Budget") setting forth a categorized list of the Operating Expenditures for the ensuing Management Year, based on the Brokerage's best estimate. If the Board disapproves the proposed Budget, the Brokerage shall submit a revised Budget within 10 days of such disapproval. If the revised Budget is not approved by the Board, the parties shall continue to be governed by the Budget for the previous Management Year. The Brokerage will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the Budget.

8.02 Subject to the terms hereof, the Brokerage shall not make any single expenditure in excess of the amount authorized for such expenditure by the Budget, or in any case in excess of One-Thousand Dollars ($1,000.00), unless it is required to make the expenditure in an Emergency Situation or to keep any part of the Property in good standing or to comply with any law, rule, order or regulation, or unless it is reasonably necessary to continue the Operations in accordance with good management practice and, in such event, the Brokerage may make such expenditure and shall forthwith advise the Corporation in writing thereof.

9. Trust Account

The Brokerage shall collect all of the assessments which the Corporation may make pursuant to the By-laws and deposit them in an account in the Corporation's name in a financial institution mutually acceptable to the Corporation and the Brokerage (herein called the "Trust Account"), and the Brokerage shall apply and pay out of the same the amount of the Operating Expenditures.

10. Books and Records

10.01 The Brokerage shall render to the Corporation annually, within 90 days following the expiration of each Management Year, a statement of receipts and disbursements for the preceding Management Year. The statements shall be in such form as may from time to time be agreed upon by the Brokerage and the Corporation.

10.02 The Brokerage shall at all times maintain accurate and complete books of accounts and records with respect to its appointment and all transactions enter into in the performance of its services under this Agreement. The Corporation and its duly appointed representatives shall have the right at all reasonable times to inspect the said books and records. The Brokerage shall make available to the auditors of the Corporation such books, records, information and material as may be reasonably necessary for the auditors to prepare audited financial statements and carry out their duties to and at the cost of the Corporation.

11. Relationship Between Parties

The relationship between the Corporation and the Brokerage shall be that of Principal and Agent and, as such, the Brokerage shall carry out its activities and duties hereunder in accordance with the provisions hereof and in accordance with the policies from time to time stipulated by the Board. Nothing contained in this Agreement shall in any way be construed as creating a partnership between the parties, nor shall either party have any claim against any separate dealings, ventures or assets of the other party.

12. Obligations and Compliance with Law

12.01 Each party shall cause all notices or communications, which may in any way affect the rights, obligations and responsibilities of the other party to be immediately directed or forwarded to the other party.

12.02 The parties hereto agree to comply with all applicable laws, bylaws, regulations or ordinances of all competent authorities having jurisdiction over the Property.

12.03 The Brokerage shall, if so directed by the Corporation, conduct and defend any proceeding, action or motion, in its own name and as attorney for the Corporation.

12.04 The Brokerage agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in an expeditious and economical manner consistent with the best interests of the Corporation. To that end, the Brokerage has developed extensive electronic database, website and mobile application technologies to facilitate the orderly and efficient management of financial transactional and reporting data. The Corporation acknowledges that the operational efficiencies intended require the full support and cooperation of the Corporation to enlist provision of consents and information to the Brokerage as may be required to facilitate bulk electronic financial transaction processing, and user logged action request initiations, to the fullest extent possible.

12.05 The Brokerage agrees to monitor implementation of the Corporation's privacy policy and work with the Board to develop practices and procedures to ensure that the Corporation is complying with its obligations under the *Personal Information Protection Act* ("PIPA") with respect to the collection, use and disclosure of personal information and to ensure that the Corporation obtains confidentiality covenants from all third party service providers in which those providers covenant to comply with PIPA with respect to personal information obtained about owners and residents of the Corporation and work with the Board to develop practices and procedures to ensure that the Corporation is in compliance with this obligation under PIPA.

13. Indemnity

13.01 The Corporation shall indemnify and save harmless the Brokerage, its representatives, servants and agents from all costs, claims and damages which may arise hereunder or in connection with its management of the Property, provided such costs, claims or damages have not arisen as a result of any negligence, fraud, willful misconduct or intentional harm by the Brokerage, or those for whom it is in law responsible, in which event the Brokerage shall remain liable.

13.02 The Brokerage shall not be obligated in any event to make good any other loss or damage of the Corporation provided that the Brokerage, its representatives, servants and agents have acted honestly and in good faith. However, the Brokerage shall indemnify and save harmless the Corporation from any claims, loss or damages which the Corporation may suffer or incur by reason of gross negligence, fraud, willful misconduct or intentional harm by the Brokerage or those for whom it is in law responsible, or for any

improper application of advances received in relation to the Property, or the failure to account for receipts of monies received in accordance with the provisions of this Agreement.

14. Notices

14.01 Except as otherwise expressly provided herein, all notices, reports and other communications required or permitted hereunder shall be deemed to have been properly given or delivered when delivered personally to an officer of the party at the office of the party to whom they are intended to be given or when sent by facsimile, by electronic email or by registered mail with all postage and charges fully prepaid and addressed to the parties hereto respectively, as follows:

Suite 2000 – 125 9 Ave SE
Calgary, AB, T2G 0P6

To the duly authorized representative of the Corporation designated under clause 7.04, in care of his/her unit.

If mailed by regular mail within Canada, such notice shall be deemed to have been given and received on the third business day following such mailing. If such notice is delivered, sent by facsimile or by electronic email, such notice shall be deemed to have been given and received and the same day as delivered or sent.

14.02 Subject to clause 14.01, the minutes of Board Meetings shall be provided to the Brokerage and shall serve as sufficient notice to the Brokerage wherever such minutes reflect the Board's approval of activities which it agrees shall be undertaken by the Brokerage.

15. General

15.01 Each of the parties shall, from time to time and at all times, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

15.02 This Agreement represents the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any previous agreement or understanding, written or oral, implied or expressed, between the parties, and it is expressly agreed between the parties that no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter that is not specifically contained herein.

15.03 The Brokerage shall not be at liberty to assign this Agreement without the prior consent of the Corporation, not to be unreasonably withheld, but may delegate to other parties any of the functions or duties hereunder which may be customarily or reasonably delegated to others in the normal course of business.

15.04 Wherever in this Agreement the singular number or masculine gender occurs, the same shall be respectively construed as the plural or feminine or neuter, as the case may be and as the context may require.

15.05 Upon the expiration or earlier termination of this Agreement, the Brokerage agrees to deliver to the Corporation all operating and maintenance agreements and such other of its operating records, bookkeeping and accounting records and ancillary documents as may be in its possession to enable the Corporation to assume the subsequent operation and management of the Property. The Brokerage shall be entitled to recoup the costs of preparing and providing such transitional assistance to the Corporation.

15.06 Whenever in this Agreement it is provided that anything be done or performed and such provisions are subject to unavoidable delays, neither the Corporation nor the Brokerage shall be regarded as being in default in the performance of any obligation hereunder during the period of any unavoidable delay relating thereto which is outside their reasonable control, and each of them shall notify the other of the commencement duration and consequence (so far as the same is within the knowledge of the party in question) of any unavoidable delay affecting the performance of any of its obligations hereunder.

15.07 The headings of all clauses in this Agreement are inserted for convenience of reference only and shall not affect the construction thereof.

15.08 Time shall be of the essence hereof.

15.09 This Agreement shall, subject to the provisions of paragraph 15.03, be binding upon and ensure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

15.10 This Agreement shall be construed in all respects according to the laws of the Province of Alberta. Any disputes or legal proceedings arising out of or relating to this shall: (i) as they pertain to the Brokerage, at its election be determined via arbitration in the Province of Alberta, Canada (pursuant to the commercial arbitration rules designated by the Brokerage), or (ii) in the courts in Province of Alberta, Canada in such city as the Property may be located or the City of Edmonton, as determined by the Brokerage.

15.11 All terms, covenants, provisions and conditions of this Agreement shall run with and be binding upon the said Property during the term hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Converge Condo Management Inc.	**Livingston North (Condominium Corporation #TBD)**
By:_____	**By:**_____
President & Broker	**Print name & office of signing Officer**
_____	_____

SCHEDULE "A"

To a Condominium Management Agreement between Livingston North (Condominium Corporation #TBD) and Converge Condo Management Inc.

Dated TBD

DUTIES OF THE BROKERAGE

Administrative Services

1. Attend a maximum of 10 monthly meetings with the Board. Any meetings in excess of two hours may be subject to $100 per hour administrative fee.

2. On request, act as the secretary and take meeting minutes for $200 + GST or take Annual General Meeting minutes for $250 + GST.

3. Provide Estoppel Certificates stamped with the Condominium Corporation Seal when required at a fee in line with the Condominium Property Act. For the developer, a fee of $25.00 will apply.

4. Provide Information Statements when required at a fee payable in line with the Condominium Property Act.

5. Arrange and attend all Annual General Meetings, including complying with all legal notice requirements. Documents shall be electronically distributed. If documents to be printed exceed 100 pages, documents can be printed at a cost of $0.25 per page.

6. Correspondence with and, if required, legal action at the direction of and on behalf of the Board of Brokerages, against owners or tenants in violation of the By-laws.

7. Advise the Board with respect to professional consultants and fees, including legal counsel, insurance brokers, appraisers, survey companies, accounting firms, auditors, contractors.

8. Arrange insurance appraisals as required, obtain bids from various insurance brokers and keep the Board informed of all insurance requirements. On direction from the Board, place insurance with broker. Assist the Board with the handling of any insurance claims.

9. Provide services related to insurance claims at a rate of $125.00 per hour, in addition to the costs of any external legal or other assistance. The Brokerage's time spent on insurance claims at the allowable rate of $125.00 per hour shall be included in such claims for payment but only when paid by the insurance company.

10. When asked by the Board, work as a liaison between project Brokerages and the Board for significant cost projects, attending status update meetings and reporting back to the Board for a fee of $105.00 per hour.

11. Receive, deposit, account, and oversee special levy payments which includes providing notices, updating preauthorized debit payments, and maintaining payment detail within the condominium corporation's financial statements for a fee of $10.00 per door for each month collection is required.

12. Maintain all required condominium documents, plans and blueprints.

13. Provide emergency service on a 24-hour per day, 7 day per week basis.

14. Provide general advice and expertise to assist the Board in decision-making.

15. Register any changes of address for service or change in the Board members with the Land Titles Office.

16. Keep the Board informed of new legislation in regards to the Condominium Property Act.

17. Maintain the Property Converge Connect portal by uploading all board approved documents in a timely manner available for all owners to see (Bylaws, meeting minutes, financial statements, welcome package, policies & rules etc.).

18. In order to manage the integrity of the owner parking facilities, the Brokerage may undertake to manage parking ticketing, provided that as such activities can be time consuming, the Brokerage may provide billings for reasonable costs allocated that are in excess of funds received from ticketing.

19. Aid in the development of cost consulting reports (CCR) for the developer for a fee of $120.00 per completed CCR.

20. Process payroll for Employees of the corporation Creation of CRA Remittances, Payment of CRA Remittances, Creation of T4 slips, ROE (Record of Employment), WCB Annual Returns and payment processing for a cost of $5,000.00 per employee per year.

Financial Services

1. Receive, deposit and account for monthly condominium fees and miscellaneous income in a trust account in a financial institution acceptable to the Corporation.

2. Disburse funds on behalf of the Corporation for service contracts and any repairs reasonably required for the common property. Services and supplies ordered directly by the Board will require the approval of the President prior to payment. The Brokerage will accept no liability for any late payment penalties incurred due to any delay in receipt or approval of invoices.

3. Prepare and distribute a monthly statement of receipts and disbursements and a list of owners who are in arrears in condominium fees or other amounts owed to the Corporation.

4. Maintain the General Ledger and other supporting the external providers of financial and audit services/documentation.

5. Prepare for the Board's approval an operating budget and fee schedule prior to the commencement of the Corporation's fiscal year.

6. Service notice of contribution arrears to individual owners.

7. Prepare an annual statement of receipts and disbursements of the preceding fiscal year as compared with the budget for that year.

8. Manage the Corporation's funds as directed by the Board in the form of secured term deposits or such other investment as the Board may determine appropriate.

9. Register Caveats as directed by the Board.

10. Provide information and assist in any way possible the auditors chosen by the Board.

Condo Management Services

1. Provide advice to Board, obtain quotes and negotiate contracts with respect to:

    (a) Maintenance of common property,
    (b) emergency repairs as required,
    (c) installation, maintenance and repair of equipment,
    (d) landscaping and snow removal,
    (e) garbage removal,
    (f) housekeeping.

Converge Condo Management will inform the Condo Board that Termination of the Snow Removal and Landscaping contracts must be pre-approved by the developer for a period of 2 years after completion of the project and any new landscaping or snow removal company hired within the 2 years after completion date must assume responsibility and warrant all work for the same period the prior contractor warranty would have been in place.

2. Provide advice, obtain quotes and negotiate contracts with respect to major contractual work, which may be required, including structural, engineering, and other required reports.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE H

PROPOSED BUDGET, DESCRIPTION AND ALLOCATION OF UNIT FACTORS AND ESTIMATED CONDOMINIUM FEES

ALLOCATION OF UNIT FACTORS
LIVINGSTON NORTH TOWNHOMES
Calgary, Alberta

As a general rule, the condominium corporation will raise the funds required to meet its expenses by levying condominium fees to the owners of completed units, based on the unit factors associated with that unit, subject to any rights to allocate fees on a different basis as set out in the condominium bylaws. Unit factors are to be allocated based on the following principles:

a) The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.
b) Surface parking units have been allocated 1 unit factor.
c) The remaining unit factors are allocated among residential units based on their relative areas and model types, and the phase in which they are developed.
d) The developer reserves the right to adjust unit factors as it sees fit, as long as new unit factors are consistent with the general basis for allocation as set out above.
e) In order to ensure that there are enough unit factors available for all the units, some units may have their unit factors increased or decreased by a minor amount.
f) Proposed Unit factors for all units are shown on the unit factor table printed on the front page of the proposed condominium plan and associated phased condominium plan.

ESTIMATED CONDOMINIUM FEES
LIVINGSTON NORTH TOWNHOMES
Calgary, Alberta

The condominium corporation will raise the funds it requires to pay for common expenses (snow removal, lawn maintenance, insurance, etc.) by adopting a budget and assessing condo fees to the owners of condominium units.

The project's bylaws specify that condominium fees are to be assessed to all units (in substantially completed phases) based on their relative unit factors. Units owned by the condominium corporation and units in phases which are not substantially complete are not assessable.

Professional property managers have estimated that operating costs (for the first full year of normal operations) should be $202,087.00 The following page shows the unit factors and the estimated monthly condominium fees for each unit in the project.

If the Closing Date occurs before Condominium Fees have been assessed, Purchasers will be required to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).

This schedule is provided in accordance with Section 12.2(c) and 12.2(d) of the *Condominium Property Act.*

Rohit Livingston North Ltd
78 Unit Townhouse Condominium Project
Calgary, Alberta

Proposed Operating Budget

		Per Year	avge unit share per month
Revenue			
	Condo Fees	$ 202,087	$ 216
	Other Income		
	Total	$ 202,087	$ 216
Expenses			
	Maintenance & Repairs		
	- grounds maintenance	$ 24,250	
	- snow removal (roadway & walks)	$ 22,000	
	- general maintenance	$ 13,000	
	- Irrigation maintenance	$ 500	$ 64
	Insurance (units and common property)		
	- based on full replacement cost	$ 58,000	
	- insurance appraisal	$ 433	$ 62
	Utilities		
	- power for streetlights	$ 650	
	- water & sewer (common property only)	$ 1,650	
	- garbage removal	$ 20,000	$ 24
	Condominium Management Services		
	- Property Management	$ 27,144	
	- Audit	$ 2,500	
	- postage, bank charges, etc.	$ 960	$ 33
	Other Contracted Services		
	- professional fees	$ 2,500	
	- Reserve Fund Study	$ 4,500	$ 7
	Other Expenses		
	- Contingency	$ 2,000	$ 2
	Total Operating Expenses	$ 180,087	$ 192
	Reserve Fund	$ 22,000	$ 24
	Total operating plus reserves	$ 202,087	$ 216

This proposed budget was prepared on August 7th, 2023 by Jeremy Dalgliesh, Broker for from Converge Condo Management. This budget is prepared assuming an inflation rate of 5-6%. Should inflation rates vary, the amounts of the proposed costs will vary accordingly.
This budget is prepared based on current rates of utilities, insurance, etc. and such costs may vary once the Condominium Corporation is established. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

JOB NO.	MODEL	UNIT FACTOR	MONTHLY CONDO FEE
01-01	CEDAR	80	$134.72
01-02	Fen	150	$252.61
01-03	BIRCH	151	$254.29
01-04	BIRCH	150	$252.61
01-05	Fen	150	$252.61
01-06	CEDAR	80	$134.72
01-07	CEDAR	80	$134.72
01-08	Fen	150	$252.61
01-09	BIRCH	150	$252.61
02-10	CALI	88	$148.20
02-11	FERRERA	150	$252.61
02-12	BERGEN	150	$252.61
02-13	BERGEN	150	$252.61
02-14	FERRERA	150	$252.61
02-15	CALI	88	$148.20
02-16	CALI	88	$148.20
02-17	FERRERA	150	$252.61
02-18	BERGEN	150	$252.61
03-19	CEDAR	80	$134.72
03-20	Fen	150	$252.61
03-21	BIRCH	150	$252.61
03-22	BIRCH	150	$252.61
03-23	Fen	150	$252.61
03-24	CEDAR	80	$134.72
03-25	CEDAR	80	$134.72
03-26	Fen	150	$252.61
03-27	BIRCH	150	$252.61
03-28	BIRCH	150	$252.61
03-29	Fen	150	$252.61
03-30	CEDAR	80	$134.72
04-31	CALI	88	$148.20
04-32	FERRERA	150	$252.61
04-33	BERGEN	150	$252.61
04-34	BERGEN	150	$252.61
04-35	FERRERA	150	$252.61
04-36	CALI	88	$148.20
04-37	CALI	88	$148.20
04-38	FERRERA	150	$252.61
04-39	BERGEN	150	$252.61
04-40	BERGEN	150	$252.61
04-41	FERRERA	150	$252.61
04-42	CALI	88	$148.20
05-43	CEDAR	80	$134.72
05-44	Fen	150	$252.61
05-45	BIRCH	151	$254.29

05-46	BIRCH	150	$252.61
05-47	Fen	150	$252.61
05-48	CEDAR	80	$134.72
05-49	CEDAR	80	$134.72
05-50	Fen	150	$252.61
05-51	BIRCH	150	$252.61
06-61	CALI	88	$148.20
06-62	FERRERA	150	$252.61
06-63	BERGEN	150	$252.61
06-64	BERGEN	150	$252.61
06-65	FERRERA	150	$252.61
06-66	CALI	88	$148.20
06-67	CALI	88	$148.20
06-68	FERRERA	150	$252.61
06-69	BERGEN	150	$252.61
07-70	CEDAR	80	$134.72
07-71	Fen	150	$252.61
07-72	BIRCH	151	$254.29
07-73	BIRCH	150	$252.61
07-74	Fen	150	$252.61
07-75	CEDAR	80	$134.72
07-76	CEDAR	80	$134.72
07-77	Fen	150	$252.61
07-78	BIRCH	150	$252.61
08-52	CALI	88	$148.20
08-53	FERRERA	150	$252.61
08-54	BERGEN	150	$252.61
08-55	BERGEN	150	$252.61
08-56	FERRERA	150	$252.61
08-57	CALI	88	$148.20
08-58	CALI	88	$148.20
08-59	FERRERA	150	$252.61
08-60	BERGEN	150	$252.61
Parking Stall P-1		1	$1.68
Parking Stall P-2		1	$1.68
Parking Stall P-3		1	$1.68
Parking Stall P-4		1	$1.68
Parking Stall P-5		1	$1.68
Parking Stall P-6		1	$1.68
Parking Stall P-7		1	$1.68
Parking Stall P-8		1	$1.68
Parking Stall P-9		1	$1.68
Parking Stall P-10		1	$1.68
Parking Stall P-11		1	$1.68
Parking Stall P-12		1	$1.68
Parking Stall P-13		1	$1.68

Proposed Budget:	202087
Monthly	16840.58333
Per UF	1.684058333

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

LIVINGSTON NORTH

December 21, 2023

SCHEDULE I

HOME WARRANTY INSURANCE POLICIES

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;

SAMPLE

(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;

SAMPLE

(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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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:

SAMPLE

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.

SAMPLE

(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.

SAMPLE

(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.

SAMPLE

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

SAMPLE

(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;

SAMPLE

(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 least10 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;

SAMPLE

(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;

SAMPLE

(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

SAMPLE

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	

SAMPLE

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

THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION
301, 30 Springborough Blvd SW
Calgary, Alberta T3H 0N9
1.800.352.8240
anhwp.com

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

SAMPLE

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

(i) "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.

SAMPLE

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;

SAMPLE

(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.

SAMPLE

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

SAMPLE

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:

SAMPLE

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.

SAMPLE

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

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.

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 *(as determined by the builder)*	
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**		**POSTAL CODE**	
LEGAL DESCRIPTION	**LOT**		**BLOCK**		**PLAN**
RURAL LEGAL DESCRIPTION *(where applicable)*					

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)	

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.

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE J

FORM OF RESTRICTIVE COVENANT AND COPY OF PLANS

SCHEDULE "D"

Restrictive Covenant

RESTRICTIVE COVENANT

THIS AGREEMENT MADE AS OF THE **15th** DAY **OF SEPTEMBER, 2023**.

BETWEEN:

ROHIT LIVINGSTON NORTH LTD., being a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Grantor")

- and -

CARMA LTD., as general partner of BROOKFIELD RESIDENTIAL (ALBERTA) LP., a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Grantee")

WHEREAS:

A. Pursuant to an offer to purchase dated the 15th day of December, 2023 and accepted the 15th day of December, 2023 (such offer to purchase is hereinafter referred to as the "Sale Agreement"), the Grantor agreed to purchase from the Grantee those lands and premises described in Exhibit 1 hereto (the "Servient Lands"), so that the Grantor is or is entitled to become the registered owner of the Servient Lands;

B. The Grantee is the registered owner of those lands and premises described in Exhibit 2 hereto (the "Dominant Lands");

C. The Grantor as registered owner of the Servient Lands has agreed to restrict its rights of use and development of the Servient Lands for the purpose of maintaining, preserving and enhancing the overall appearance, quality and value of the Dominant Lands, by maintaining certain standards for the Servient Lands, including standards relating to fencing, grading, landscaping, construction and development on, and use of, the Servient Lands;

D. Under the Sale Agreement, the Grantor has agreed to the granting of this restrictive covenant by the Grantor and its registration (or a caveat in respect hereof) against the title to the Servient Lands;

E. The Servient Lands are part of a master-planned community (known generally as Livingston), in respect of which architectural control and land use control is critical to the community and the use and enjoyment of the Dominant Lands;

F. If the restrictions contained herein relating to the said architectural controls and land use controls are breached, the Dominant Lands and their owners from time to time will suffer grievous and irreparable harm;

G. It is beneficial for the ownership of the Dominant Lands, as hereinbefore set forth, that the use and development of the Servient Lands be restricted as herein set out;

H. The Grantor as owner of the Servient Lands desires for the above purposes to grant a restrictive covenant to the Grantee as owner of the Dominant Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in pursuance of the premises herein set forth and in consideration of the sum of Ten Dollars ($10.00) paid by the Grantee as owner of the Dominant Lands to the Grantor as owner of the Servient Lands, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Grantor covenants and agrees with the Grantee as follows:

1. Subject to paragraph 2 hereof, there shall not be any form of development or construction on, under or over the Servient Lands or any part thereof which may be contrary to the provisions of the Plans, as such term is defined in the Sale Agreement.

2. Notwithstanding paragraph 1, the owner of the Servient Lands may develop or construct upon the Servient Lands in variation of the provisions of the Plans, (as such term is defined in the Sale Agreement) but only if such development or construction is first approved in writing by the registered owner of the Dominant Lands which approval may be withheld in the sole and unfettered discretion of the owner of the Dominant Lands.

3. In addition to and without limiting the covenants in paragraph 1 hereof, there shall be no occupancy whatsoever of the Servient Lands until the Grantee has issued a letter to the registered owner of the Servient Lands stating that the development on the Servient Lands at that date complies with the Plans (as such term is defined in the Sale Agreement). For greater certainty, such occupancy excludes temporary occupancy by such workmen and consultants as may be reasonably required during the construction of the initial development on the Servient Lands.

4. The registered owner of the Dominant Lands shall provide within a reasonable time upon written request served upon it, to anyone having a bona fide interest in the Servient Lands, a letter indicating whether or not any variations as described in paragraph 2 hereof have been authorized by the owner of the Dominant Lands.

5. The Grantor as owner of the Servient Lands covenants and agrees for itself and its successors and assigns in title to observe and be bound by the covenants herein contained and the said covenants shall be construed to be and shall be covenants running with the lands and shall be appurtenant to the Servient Lands and each and every part thereof, and shall be for the benefit of the Dominant Lands and each and every part thereof.

6. The Grantee with respect to any breach of any of the obligations hereby imposed on the owner or owners of the Servient Lands may enforce the provisions of this restrictive covenant and may, in addition to any other remedy that may be available at law, apply to a court of competent jurisdiction to restrain such breach by injunction, it being agreed that damages are not an adequate remedy in respect of any such breach.

7. If any provision of this restrictive covenant shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this restrictive covenant shall not be affected thereby and each provision shall be enforced to the fullest extent permitted by law.

8. Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties affected by this restrictive covenant from time to time.

9. This restrictive covenant may be registered as a restrictive covenant against the title to the Servient Lands and the Dominant Lands in the Land Titles Office for the South Alberta Land Registration District.

10. It is declared and agreed that the above mentioned restrictions shall operate as covenants running with the lands for the benefit of the Dominant Lands and each and every part thereof, being lands owned by the Grantee, and

shall bind and encumber the Servient Lands and each and every part thereof, being lands owned by the Grantor, and shall be enforceable by the Grantee and every other person now or hereafter seized or possessed of any part of the Dominant Lands, and a breach of any of the said restrictions or the continuance of any such breach shall be restrained, enjoined, abated, or remedied by appropriate proceedings by the Grantee or any of the successors in title to the Dominant Lands of the Grantee from time to time. Any obligations of the Grantee hereunder shall be the obligations of the registered owner from time to time of the Dominant Lands, and shall not be personal obligations of the Grantee binding the Grantee after it is no longer the registered owner of the Dominant Lands.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by the hands of their duly authorized officers in that behalf, as of the day and year first above written.

ROHIT LIVINGSTON NORTH LTD.

Per:_____

Per:_____
c/s

BROOKFIELD RESIDENTIAL (ALBERTA) LP, by its general partner Carma Ltd.

Per:_____

Per:_____
c/s

EXHIBIT 1

Servient Lands

PLAN 2311289

BLOCK 26

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.824 HECTARES (4.51 ACRES) MORE OR LESS

EXHIBIT 2
Dominant Lands

MERIDIAN 5 RANGE 1 TOWNSHIP 26
SECTION 3
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
SUBDIVISION	1612918	21.11 5	2.16	
SUBDIVISION	1612929	5.26	12.99	
SUBDIVISION	1612940	4.72	11.66	
SUBDIVISION	1711887	3.94	9.74	
SUBDIVISION	1712005	7.945	19.63	
SUBDIVISION	1810898	5.614	13.87	
ROAD	1811424	1.82	4.50	
SUBDIVISION	1811881	3.02	7.46	
SUBDIVISION	1912175	0.427	1.06	
ROAD	1912407	0.041	0.10	
ROAD	2010629	0.854	2.11	
SUBDIVISION	2311289	1.803	4.46	

EXCEPTING THEREOUT ALL MINES AND MINERALS

Livingston North
for Rohit Developments

Development Permit
DP2023-02340



LAND USE BYLAW ANALYSIS 1P2007 / DC 238d2019 Keystone Hills ASP

TOTAL SITE AREA
- **9165.16 m² = 2.26 Acre = 0.92 ha**
- **[78 Units]**
- NOTE: The southern third of this site falls within 600m of a future LRT station

AREA STRUCTURE PLAN
- **Secondary active frontages [North & East sides]**
  - Locate buildings and building entrances close to the street.
  - Buildings may be set back from the street if utilized for outdoor cafes, pedestrian plazas or other areas that can be occupied by pedestrians
  - Provide public entrances for uses along a public street
  - **Provide for individual entrances oriented towards the street for ground floor residential dwellings.**
- **Flex Zone**:
  Residential development to be limited to low to medium-density multi-residential developments and includes **townhouses**, **apartments**, and **live/work** units.
- Special Study Area
- **Urban Main Street**

LAND USE DESIGNATION
- **DC-238d2019 (MU-1)**
- Lots to North: DC-238d2019 (MU-1)
- Lots to South: DC-238d2019 (MU-1)
- Lots to East: DC-238d2019 (MU-1)
- Lots to West: R-G

PART 14: **MU-1** DISTRICT
- DIV. **1**: General Rules for Mixed-Use Land Use Districts
- DIV. **2**: **Mixed-Use - General**

1333 PURPOSE
- 4-6 storey typically; 10-storey max
- Street-oriented design
- Defined street wall: typ. 2-6 storeys & proportional to width of street
- **building facades with multiple uses**
- at-grade entries facing commercial street
- significant glazing at grade
- residential compatible with street-oriented commercial uses
- transition to adjacent lower scale residential via loc., mass., landscaping

1366 PERMITTED USES
- **1a - Accessory Residential Building**
  - may have an amenity space (deck or patio)
  - must not be located between any building and a public street
  - max gross floor area is 75m² for storage and/or waste facilities, 100m² for private garage.
  - max height is 5.0m

1367 DISCRETIONARY USES
- **3j - Dwelling Unit**
  - Relevant point
- **3o - Live Work Unit**

DC-6 DISCRETIONARY USES
a. Cinema;
b. Conference and Event Facility;
c. Dinner Theatre;
d. Drinking Establishment – Medium;
e. Drinking Establishment – Large;
f. Museum;
g. Performing Arts Centre;
h. Place of Worship – Large;
i. Restaurant: Food Service Only – Large; and
j. Restaurant: Licensed – Large.

DC-14 FLOOR AREA RATIO
- Maximum FAR is 3.0

1374 / DC-12 SETBACK AREAS
- North setback is **0.00m**
- East setback is **0.00m**
- South setback is **0.00m**
- West setback is **0.00m**
- **Dwellings setback 2.5m from PLs**

DC-15 BUILDING HEIGHT
- Maximum Building Height is **16m**

1335 BUILDING SEPARATION
- broad side of balcony setback from shared PL by 4.0m **[no shared PLs]**

1336 WINDOW SEPARATION
- each unit requires 1 window or door with glazed area **≥1m2** with perp. outdoor view depth of **6.0m**

1337 GROUND FLOOR HEIGHT
- min. ground floor height is 4.0m (floor to ceiling) if anything other than residential units

1339 BUILDING ORIENTATION
- units & individual uses at grade with ext. wall facing a street must have:
  - individual separated direct access to grade,
  - entrance visible from the street, and
  - sidewalks that provide direct ext. access

1340 FACADES FACING A STREET
- length of facade facing commercial street min 80% of PL length
- Lobbies or entrances for upper floor uses must not occupy >20% of at grade facade facing a street

1342 COMMERCIAL FACING A STREET
- min 65% glazing between 0.6m & 2.4m
- unobscured for views of indoor space
- (does not apply to dwelling units)

1341 DWELLINGS FACING A STREET
- must be set back **2.5m** from PL
- **0.6m** min. height of main floor within **3.0m** of PL

1349 RESIDENTIAL AMENITY SPACE
- May be provided as common or private, or a combination of both
  - minimum of 50% must be provided outdoors
- Minimum area is **5.0m²/unit**
- **Private amenity space:**
  - must be in the form of a balcony, deck or patio; dimensions **≥ 2.0m**
- **Common amenity space**:
  - may be indoors and/or outdoors
  - must be accessible from all units
  - contiguous area of ≥50m²
  - dimensions **≥6.0m**
  - must provide a balcony, deck or patio
  - must provide a barbeque or seating

1344-8 LANDSCAPING
- A public sidewalk must be located along the entire length of each property line shared with a street
  (**North, West, & South sides**)
- every entrance must have sidewalk connected to public sidewalk
- every building must have ≥1 sidwalk connecting parking areas to the public entrance(s)
- Sidewalks must be hard-srufaced, different from parking areas.
  - ≥0.9m wide for individual unit;
  - ≥1.5m for shared residential entrance or more than 1 unit,
  - ≥2.0m for all other cases.
- Number of trees/shrubs/etc, ...
- Deciduous trees caliiper ≥50mm;
  ≥50% must be ≥75mm
- Coniferous trees height ≥2.0m;
  ≥50% must be ≥3.0m
- Shrubs ≥0.6m height or spread
- soil depths ≥1.2m for trees, ≥0.6m for shrubs, ≥0.3m for others

1350-4 PARKING STALLS
- 0.75 resident stalls per Dwelling Unit
  [59 total]
- 0.10 visitor stalls per Dwelling Unit
  [8 total]
- 0.50 resident stalls per Live-Work Unit **[0]**
- 0.50 visitor stalls per Live-Work Unit **[0]**
- may be reduced by 25% if:
  - within 600m of funded LRT platform,
  - within 400m of funded BRT station,
  - within 200m of primary transit service
- motor vehicle stalls may be reduced by 0.25 for each class-1 bicycle stall provided in excess of requirements, up to a max reduction of 25%
- motor vehicle & loading stalls must not be located between a building and a street

- 0.5 class-1 bicycle stalls/unit
  [39 total]
  (0 required if ≤20 units)
- 0.1 class-2 bicycle stalls per dwelling or live-work unit (only 2 total if ≤20 units)
  [8 total]
- 5% of the required motor vehicle stalls for other uses for class-2 bicycle stalls **[0]**

LIVINGSTON NORTH

NORTH AREA:	**9165.16 m² = 2.26 Acre = 0.92 ha**
UNIT TYPE:	**Stacked Townhouses**
DENSITY:	**34.5 UPA = 84.8 Units/ha**

PARKING

REQUIREMENTS:	0.75 Resident Stalls/Unit 0.10 Visitor Stalls/Unit
TOTAL:	**67 Stalls (59 Resident, 8 Visitor)**
SHOWN:	**99 Stalls (78 Garage + 13 Surface, 8 Visitor)**

UNITS

COUNT:	**78 Units (26 Main + 52 Upper)**
CONFIG:	Essential 1.5 = 39 Units = 50% Essential 2.0 = 39 Units = 50%

DP0	Cover Sheet
DP1.1	Site Plan
DP1.2	Site Phasing Plan
DP1.3	Site Details
DP1.4	Site Details
DP2.1	First Floor E1.5 (12U)
DP2.2	Second Floor E1.5 (12U)
DP2.3	Third Floor E1.5 (12U)
DP2.4	Elevations E1.5 (12U)
DP2.5	Elevations E1.5 (12U)
DP3.1	First Floor E1.5 (9U)
DP3.2	Second Floor E1.5 (9U)
DP3.3	Third Floor E1.5 (9U)
DP3.4	Elevations E1.5 (9U)
DP3.5	Elevations E1.5 (9U)
DP4.1	First Floor E2.0 (12U)
DP4.2	Second Floor E2.0 (12U)
DP4.3	Third Floor E2.0 (12U)
DP4.4	Elevations E2.0 (12U)
DP4.5	Elevations E2.0 (12U)
DP5.1	First Floor E2.0 (9U)
DP5.2	Second Floor E2.0 (9U)
DP5.3	Third Floor E2.0 (9U)
DP5.4	Elevations E2.0 (9U)
DP5.5	Elevations E2.0 (9U)

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2
	2023 12 04	Issued for PTR

GRAVITY ARCHITECTURE
CONTACT
Jay Wwchar
permits@architecture.ca
P: 1 (403) 243 4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

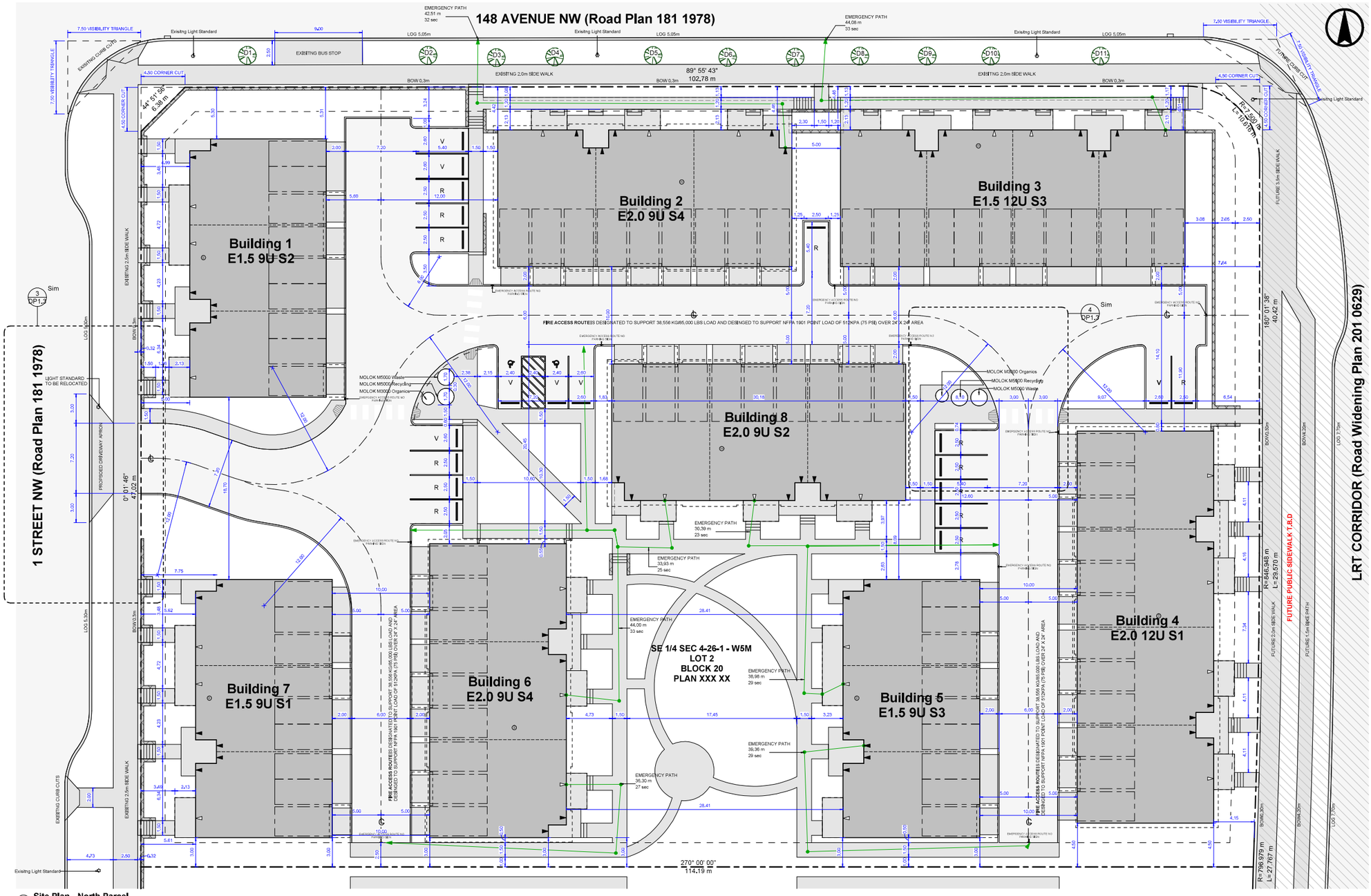
PROJECT STATUS
Development Permit

PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Cover Sheet

PROJECT NUMBER	DRAWING NUMBER
22-048	**DP0**
SCALE: 12" = 1'-0"	
DESIGNER: TAJ CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 12 04
BP DRAFTSPERSON	BP ISSUE DATE: Not Issued



1 **Site Plan - North Parcel**
1 : 200

Survey Information

MUNICIPAL ADDRESS:
SE 1/4 Sec. 4-26-1 - W5M

LEGAL ADDRESS:
SE 1/4 Sec. 4-26-1 - W5M

LAND USE DESIGNATION: Direct Control, DC-238d2019 (MU-1)

COMMUNITY: Livingston
INFILL: No

Ward: 3
Councillor: Jasmine Mian

Survey completed by:

TRONNES GEOMATICS INC.
6135 10 ST SE
Calgary, Alberta, T2H 2Z9
Phone: (403) 207 0303

Dated: 2022 12 14

Note: Unless otherwise specified, the dimensions shown relate to distances form property boundary to foundation walls only at the date of the survey.

Positions of spot elevations are approximate. Distances are in metres and decimals thereof.

Site & Landscaping Legend

PLANTINGS

Coniferous Tree
Deciduous Tree
Area of Tree Protection
Shrub / Bush

All trees and shrubs will be of a species capable of healthy growth in Calgary and will conform to the standards of the Canadian Nursery Landscape Association.

New matured trees to be planted after construction as required by Land Use Bylaw

SOFT / PERMEABLE LANDSCAPING

Grass
Permeable Pavers
Mulch
Gravel

HARD / NON-PERMEABLE LANDSCAPING

Concrete (Sidewalks/Patios)
Retaining Walls

NON-LANDSCAPED AREAS

Building Footprint
Asphalt (Roads & Lanes)

LINE TYPES

- Subject Property Lines
- Adjacent Property Lines
- Cantilevers / Projections
- Eaves / Canopies
- Fence
- Existing Building To Be Removed
- Existing Other To Be Removed

UTILITY LINE TYPES

W — Water
T — Telecom
SA — Sanitary Sewer
P — Power
ST — Storm Sewer
OH — Overhead
G — Gas
< — (Misc.)

SPOT ELEVATION / GEODETICS

55.55 Existing Grade
55.55 Proposed Grade

Plantings

#	Species	Caliper	Canopy	Height	Status
Existing to Remain					
D1	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D2	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D3	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D4	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D5	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D6	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D7	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D8	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D9	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D10	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain
D11	Ulmus Americana	0,05 m	1,83 m	1,22 m	Existing to Remain

Material Colour Schemes

#	Type	Description	Manufacturer
Common			
a	Asphalt Shingles	Dual Black	IKO
b	Soffit / Fascia / Gutter	Black	Mitten
c	Trim / Shadowboard	Black	Mitten
d	Wood Posts / Trellis	Winchester Brown	Woodtone
e	Railing - Aluminum	Black	
f	Balcony	Shale	Weatherdek
g	Metal Seam	Black	TBD
Scheme 1			
h	Brick Veneer	Hartford	Tundra Brick
i	Lap Siding + Horizontal	Pearl Gray	James Hardie
j	Panel	Pearl Gray	James Hardie
k	Panel - Accent	Aged Pewter	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone + Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Pearl Gray	Cloverdale Paint
Scheme 2			
h	Brick Veneer	Chalk Dust	Tundra Brick
i	Lap Siding + Horizontal	Iron Gray	James Hardie
j	Panel	Iron Gray	James Hardie
k	Panel - Accent	Gray Slate	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone + Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Iron Gray	Cloverdale Paint
Scheme 3			
h	Brick Veneer	Chalk Dust	Tundra Brick
i	Lap Siding + Horizontal	Timber Bark	James Hardie
j	Panel	Timber Bark	James Hardie
k	Panel - Accent	Cobble Stone	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone + Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Timber Bark	Cloverdale Paint
Scheme 4			
h	Brick Veneer	Hartford	Tundra Brick
i	Lap Siding + Horizontal	Arctic White	James Hardie
j	Panel	Arctic White	James Hardie
k	Panel - Accent	Evening Blue	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone + Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Arctic White	Cloverdale Paint

BUILDING & UNIT TYPE LEGEND

(Explanation for Building Type and Unit Type Naming Schemes)

Buiding Type
Unit Count
Exterior Colour Scheme ID: 1, 2, 3)

BUILDING TYPE E1.5 9U S3

Driveways / Aprons
Unit Division Line of 3 Unit Clusters
Upper Unit Entries
Lower Unit Entries

BUILDING TYPE E1.5 12U S1

Driveways / Aprons
Unit Division Line of 3 Unit Clusters
Upper Unit Entries
Lower Unit Entries

FRONT
(Determined by location of front entry doors)

Building Information

Identity Name	Building Identification Type	Description	Units	Colour Scheme	Main Elevation	Floor Area Total	F.A.R.
Building 1	E1,5	Stacked Townhouse	9	S2	1128,32	914 m²	0,100
Building 2	E2,0	Stacked Townhouse	9	S4	1127,53	1036 m²	0,113
Building 3	E1,5	Stacked Townhouse	12	S3	1126,99	1217 m²	0,133
Building 4	E2,0	Stacked Townhouse	12	S1	1126,41	1392 m²	0,152
Building 5	E1,5	Stacked Townhouse	9	S3	1126,54	914 m²	0,100
Building 6	E2,0	Stacked Townhouse	9	S4	1128,59	1036 m²	0,113
Building 7	E1,5	Stacked Townhouse	9	S1	1128,78	914 m²	0,100
Building 8	E2,0	Stacked Townhouse	9	S2	1127,53	1036 m²	0,113
Site Area = 9 165,21 m²		Totals: 8	78			8457 m²	0,923

Waste & Recycling Schedule

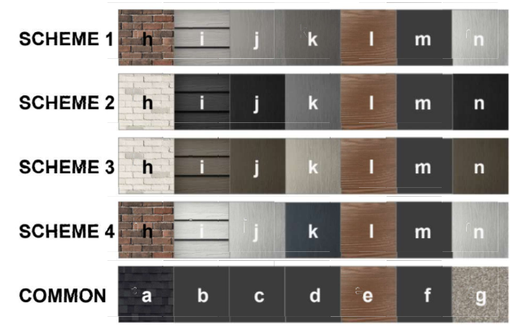
Description	Volume	Count	Total Volume
MOLOK M5000 Waste	5,0 m³	2	10,0 m³
MOLOK M5000 Recycling	5,0 m³	2	10,0 m³
MOLOK M3000 Organics	3,1 m³	2	6,2 m³
Total		6	26,2 m³

Parking Stalls - North Parcel

Type	Dimensions W	L	Qty.
Residential			
Garage Stall	See Plans	5,50 m	78
Residence Surface Stall	2,50 m	5,40 m	13
Visitor Accessible Surface Stall	2,40 m	5,40 m	2
Visitor Surface Stall	2,60 m	5,40 m	5
			98
			98
Class 1 Bicycle Parking (To be provide within private garages)			39

Parcel Coverage Area

Name	Imperial	Metric
Building		
Building 1	3919 ft²	364,08 m²
Building 2	4477 ft²	415,90 m²
Building 3	5225 ft²	485,43 m²
Building 4	5969 ft²	554,54 m²
Building 5	3919 ft²	364,08 m²
Building 6	4477 ft²	415,90 m²
Building 7	3919 ft²	364,08 m²
Building 8	4477 ft²	415,90 m²
Footprint	36381 ft²	3379,91 m²
Site		
Lot 2 Block 20	98653 ft²	9165,21 m²
Total Parcel	98653 ft²	9165,21 m²



REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2
	2023 12 04	Issued for PTR

GRAVITY ARCHITECTURE
CONTACT
Jay Wlwchar
permits@architecture.ca
P: 1 (403) 243 4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

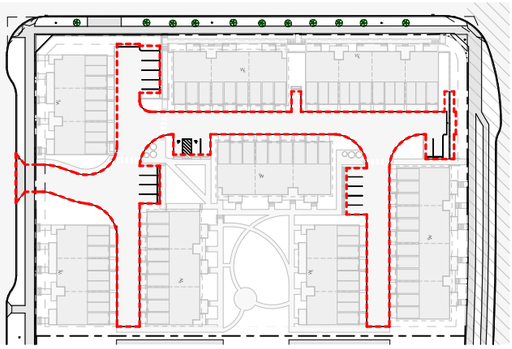
PROJECT STATUS
Development Permit

PROJECT
Livingston North

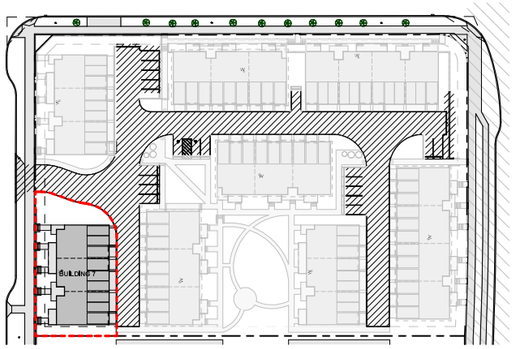
SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Site Plan

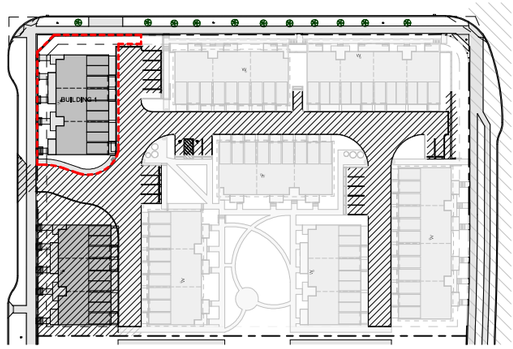
PROJECT NUMBER	DRAWING NUMBER
22-048	**DP1.1**
SCALE: As indicated	
DESIGNER: TAJ CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 12 04
BP DRAFTSPERSON	BP ISSUE DATE: Not Issued



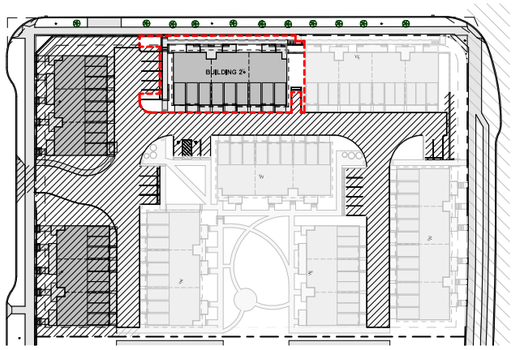
Phase 1



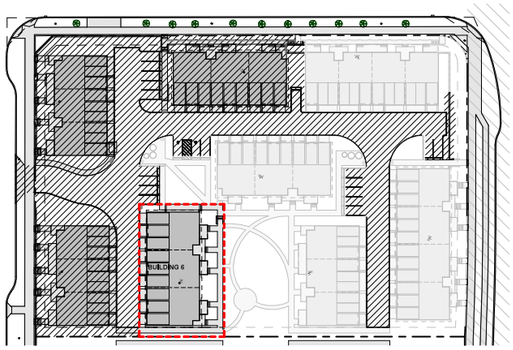
Phase 2



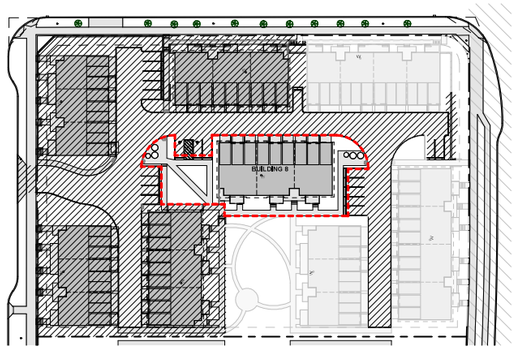
Phase 3



Phase 4



Phase 5



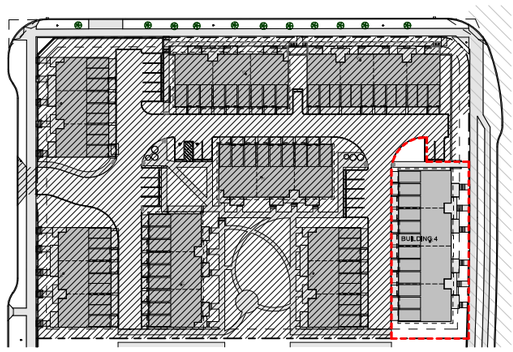
Phase 6



Phase 7



Phase 8



Phase 9

PHASING LEGEND

1. **PHASE 1** TO BE BUILT FIRST. IT WILL INCLUDE ROADWAYS, RETAINING WALLS, WASTE & RECYCLING AS PER PHASING OUTLINE.
   NOTE: PHASE 1 DOES NOT INCLUE LANDSCAPING, FINAL LIFT, PIN CURBS, AND WHEEL STOPS,
2. **PHASES 2 - 8** SHALL BE COMPLETED AFTER PHASE 1. PHASES NEED NOT BE SEQUENTIAL. EACH PHASE WILL INCLUDE THE LANDSCAPING, BIKE RACKS, AND SIDEWALKS ADJACENT TO THE BUILDINGS AS PER PHASING PLAN.
3. **PHASE 9** TO BE CONSTRUCTED LAST AFTER ALL BUILDINGS HAVE BEEN CONSTRUCTED. IT WILL INCLUDE FINAL LIFT, PIN CURBS AND WHEEL STOPS

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2
	2023 12 04	Issued for PTR

GRAVITY ARCHITECTURE
CONTACT
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243 4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

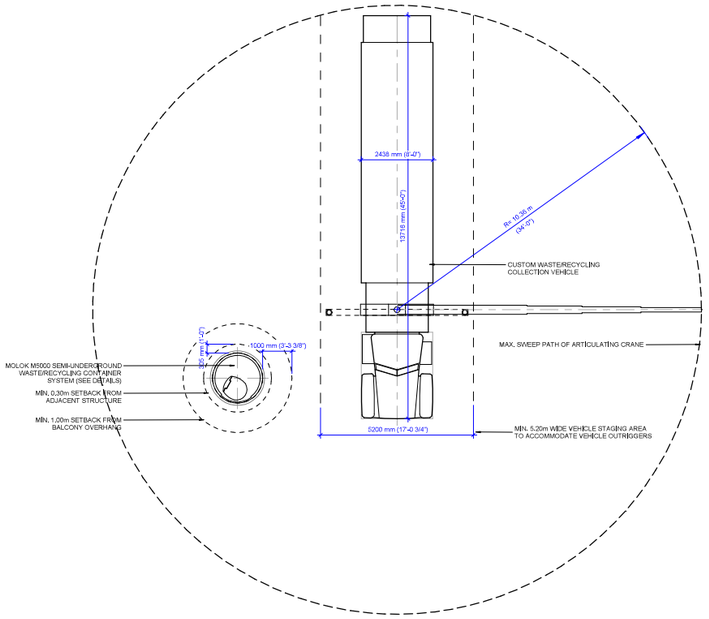
PROJECT STATUS
Development Permit

PROJECT
Livingston North

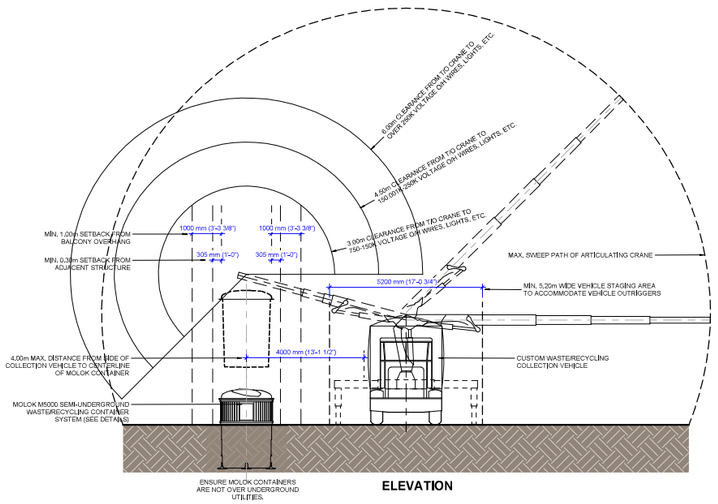
SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Site Phasing Plan

PROJECT NUMBER	DRAWING NUMBER
22-048	**DP1.2**
SCALE: As indicated	
DESIGNER: TAJ CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 12 04
BP DRAFTSPERSON	BP ISSUE DATE: Not Issued

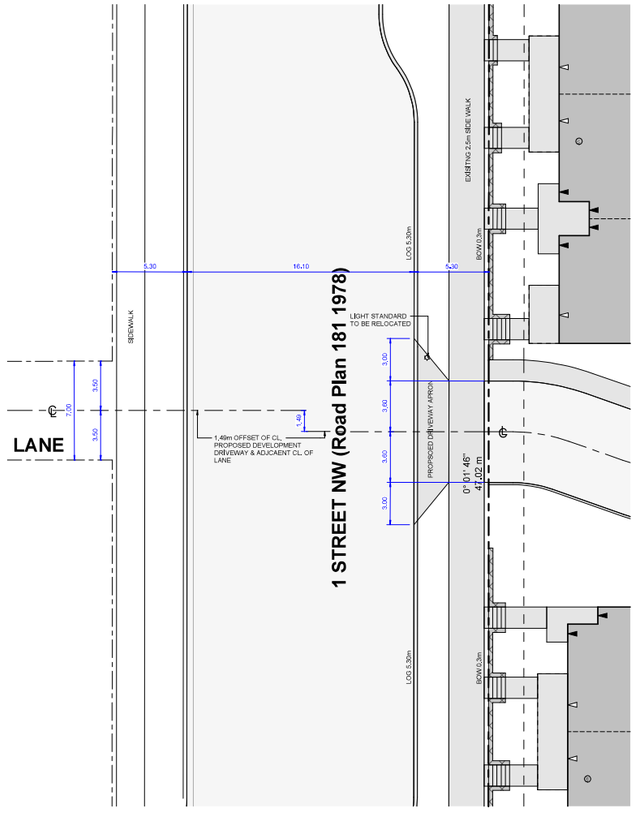


PLAN

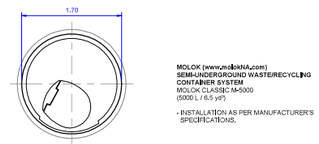


ELEVATION

1 **Molok Collection Details**
1/8" = 1'-0"



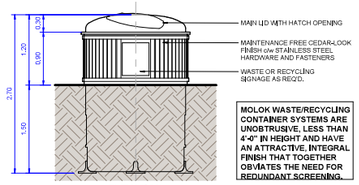
3 **Site Entry Plan**
1 : 200



PLAN

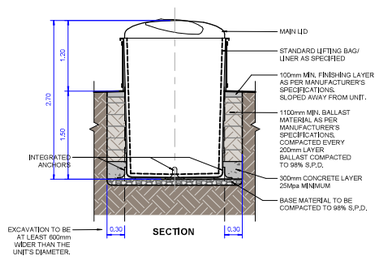
MOLOK (www.molokNA.com) SEMI-UNDERGROUND WASTE/RECYCLING CONTAINER SYSTEM
MOLOK CLASSIC M-5000
(5000 L / 6.5 yd³)

- INSTALLATION AS PER MANUFACTURER'S SPECIFICATIONS.



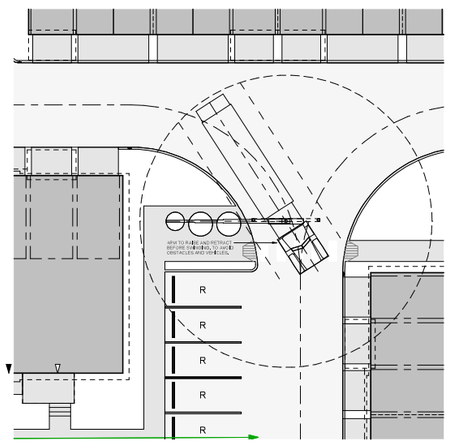
ELEVATION

MOLOK WASTE/RECYCLING CONTAINER SYSTEMS ARE UNOBTRUSIVE, LESS THAN 4'-0" IN HEIGHT AND HAVE AN ATTRACTIVE, INTEGRAL FINISH THAT TOGETHER OBVIATES THE NEED FOR REDUNDANT SCREENING.

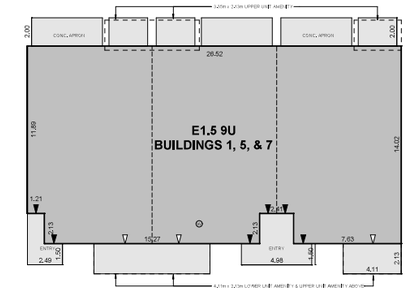


SECTION

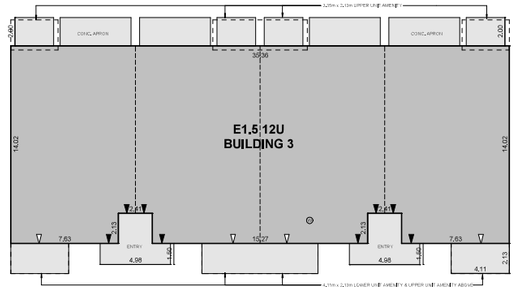
2 **Molok Semi-Underground Waste & Recycling Container System**
1/4" = 1'-0"



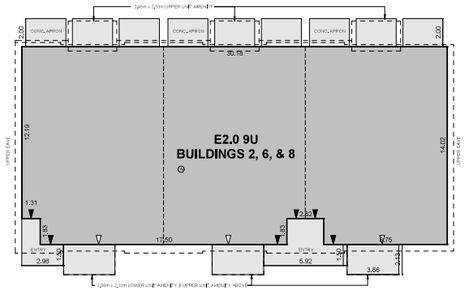
4 **Site NE Molok Collection**
1 : 200



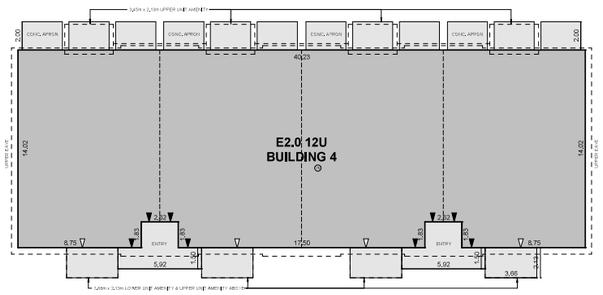
Building Type E1.5 9 Unit



Building Type E1.5 12 Unit



Building Type E2.0 9 Unit



Building Type E2.0 12 Unit

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2
	2023 12 04	Issued for PTR

GRAVITY ARCHITECTURE
CONTACT
Jay Wwchar
permits@architecture.ca
P: 1 (403) 243 4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

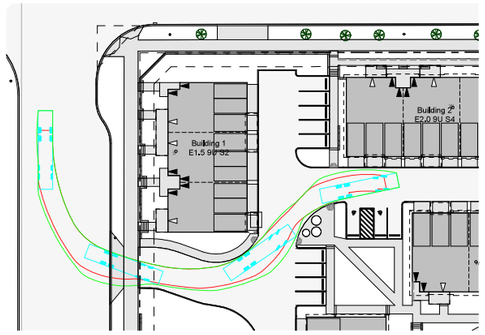
PROJECT STATUS
Development Permit

PROJECT
Livingston North

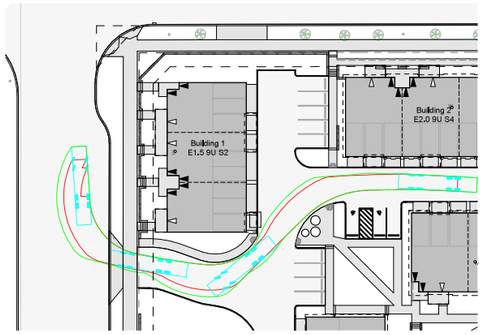
SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Site Details

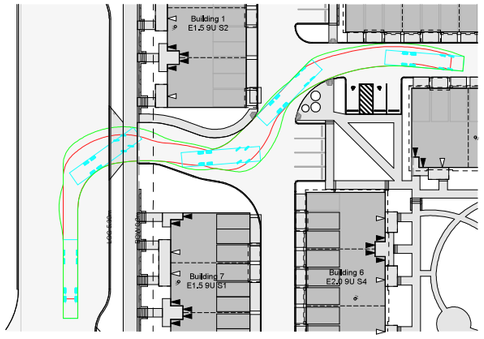
PROJECT NUMBER	DRAWING NUMBER
22-048	**DP1.3**
SCALE: As indicated	
DESIGNER: TAJ CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 12 04
BP DRAFTSPERSON	BP ISSUE DATE: Not Issued



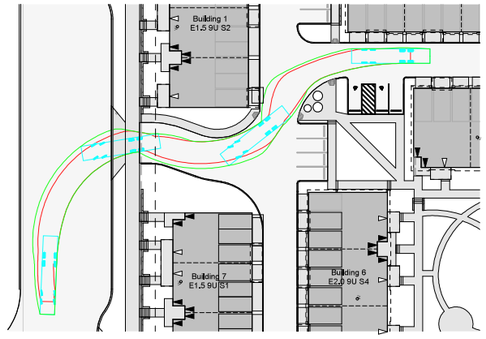
1 **Vehicle Sweep - Entry North**
1 : 500



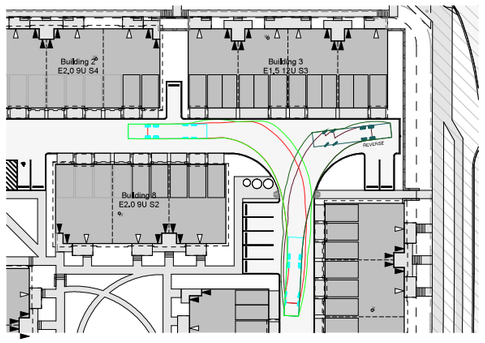
2 **Vehicle Sweep - Exit North**
1 : 500



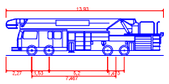
3 **Vehicle Sweep - Entry South**
1 : 500



4 **Vehicle Sweep - Exit South**
1 : 500



5 **Vehicle Sweep - Internal Sweep**
1 : 500



CFD_Bronto_Skylift	
Overall Length	13,930m
Overall Width	2,570m
Overall Body Height	3,257m
Min Body Ground Clearance	0,286m
Track Width	2,570m
Lock-to-lock time	6,00s
Max Wheel Angle	47,50°

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2
	2023 12 04	Issued for PTR

GRAVITY ARCHITECTURE
CONTACT
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243 4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

PROJECT STATUS
Development Permit

PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Site Details

PROJECT NUMBER
22-048

DRAWING NUMBER
DP1.4

SCALE
As indicated

DESIGNER
TAJ CF

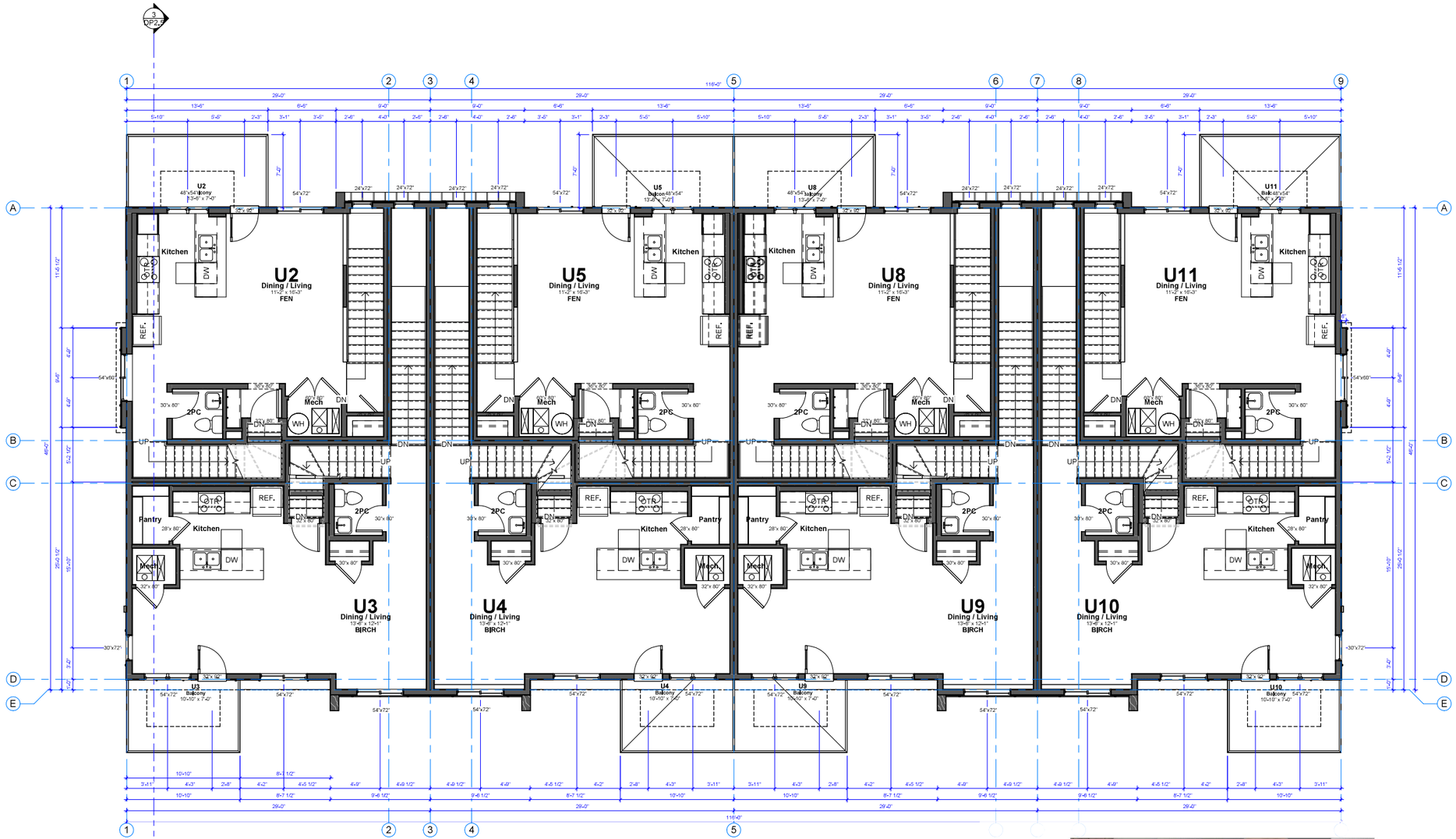
CHECKED
CF

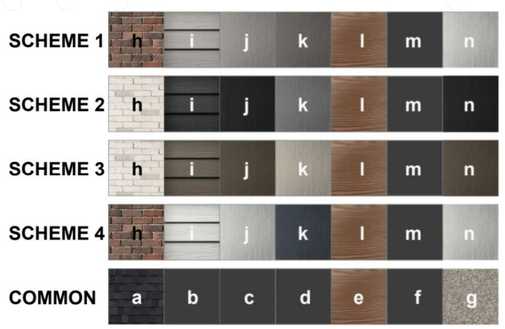
DP DRAFTSPERSON
CF

VERSION ISSUE DATE
2023 12 04

BP DRAFTSPERSON

BP ISSUE DATE
Not Issued





Gross Building Area

Unit Type	Imperial	Metric
Above Grade		
Level 1	2465 ft²	229,04 m²
Level 2	5279 ft²	490,46 m²
Level 3	5359 ft²	497,80 m²
	13103 ft²	1217,30 m²
Other		
Garage	2760 ft²	256,40 m²
	2760 ft²	256,40 m²
Grand total	15863 ft²	1473,69 m²

Unit Areas

Name	Imperial	Metric
U1		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U2		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U3		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,19 ft²	59,01 m²
	1841,48 ft²	171,08 m²
U4		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,80 ft²	59,07 m²
	1842,09 ft²	171,14 m²
U5		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U6		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U7		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U8		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U9		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,80 ft²	59,07 m²
	1842,09 ft²	171,14 m²
U10		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,19 ft²	59,01 m²
	1841,48 ft²	171,08 m²
U11		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U12		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
Grand total	15862,69 ft²	1473,69 m²

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issue for DP
	2023 07 10	Issue for DTR1
	2023 10 10	Issue for DTR2

Rohit COMMUNITIES

GRAVITY ARCHITECTURE

Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243-4480
F: 1 (403) 206 7117

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, it's contents, and it's design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

PROJECT STATUS
Development Permit

PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

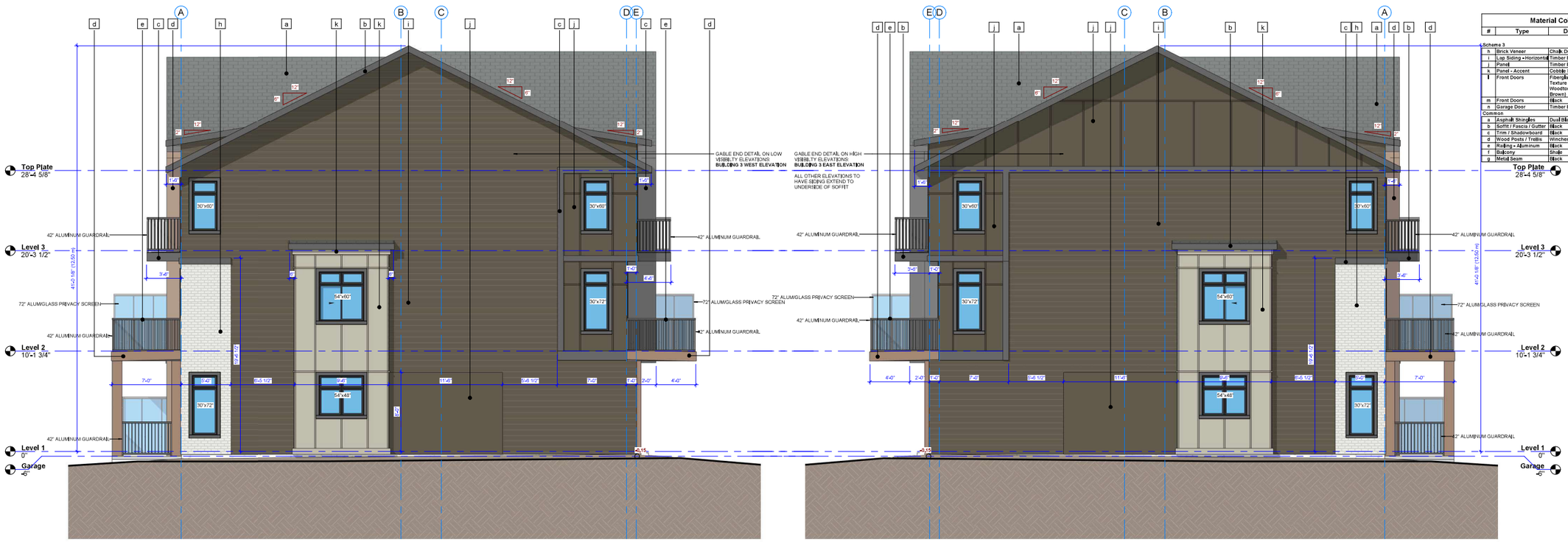
TITLE
Second Floor E1.5 (12U)

PROJECT NUMBER
22-048

DRAWING NUMBER
DP2.2

SCALE
3/16" = 1'-0"

DESIGNER	CHECKED
CF	CF
DP DRAFTSPERSON	VERSION ISSUE DATE
CF	2023 10 10
BP DRAFTSPERSON	BP ISSUE DATE
JB	NOT ISSUED

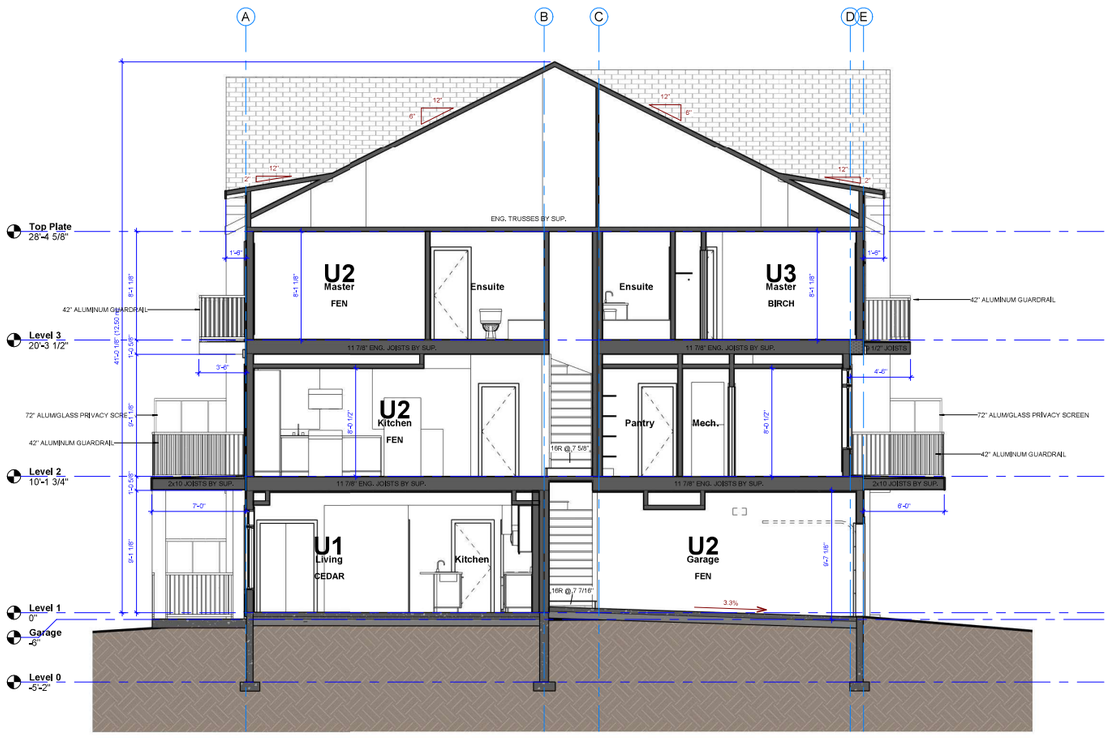


1 **Building Right DP**
3/16" = 1'-0"

2 **Building Left DP**
3/16" = 1'-0"

Material Colour Scheme 3

#	Type	Description	Manufacturer
Scheme 3			
h	Brick Veneer	Chalk Dust	Tundra Brick
i	Lap Siding • Horizontal	Timber Bark	James Hardie
j	Panel	Timber Bark	James Hardie
k	Panel - Accent	Cobble Stone	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone + Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Timber Bark	Cloverdale Paint
Common			
a	Asphalt Shingles	Dual Black	IKO
b	Soffit / Fascia / Gutter	Black	Mitten
c	Trim / Shadowboard	Black	Mitten
d	Wood Posts / Trellis	Winchester Brown	Woodtone
e	Railing • Aluminum	Black	
f	Balcony	Snake	Weatherdek
g	Metal Seam	Black	TBD



3 **Cross Section DP**
3/16" = 1'-0"

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issue for DP
	2023 07 10	Issue for DTR1
	2023 10 10	Issue for DTR2

Rohit COMMUNITIES

GRAVITY ARCHITECTURE
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243-4480
F: 1 (403) 206 7117
#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, it's contents, and it's design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

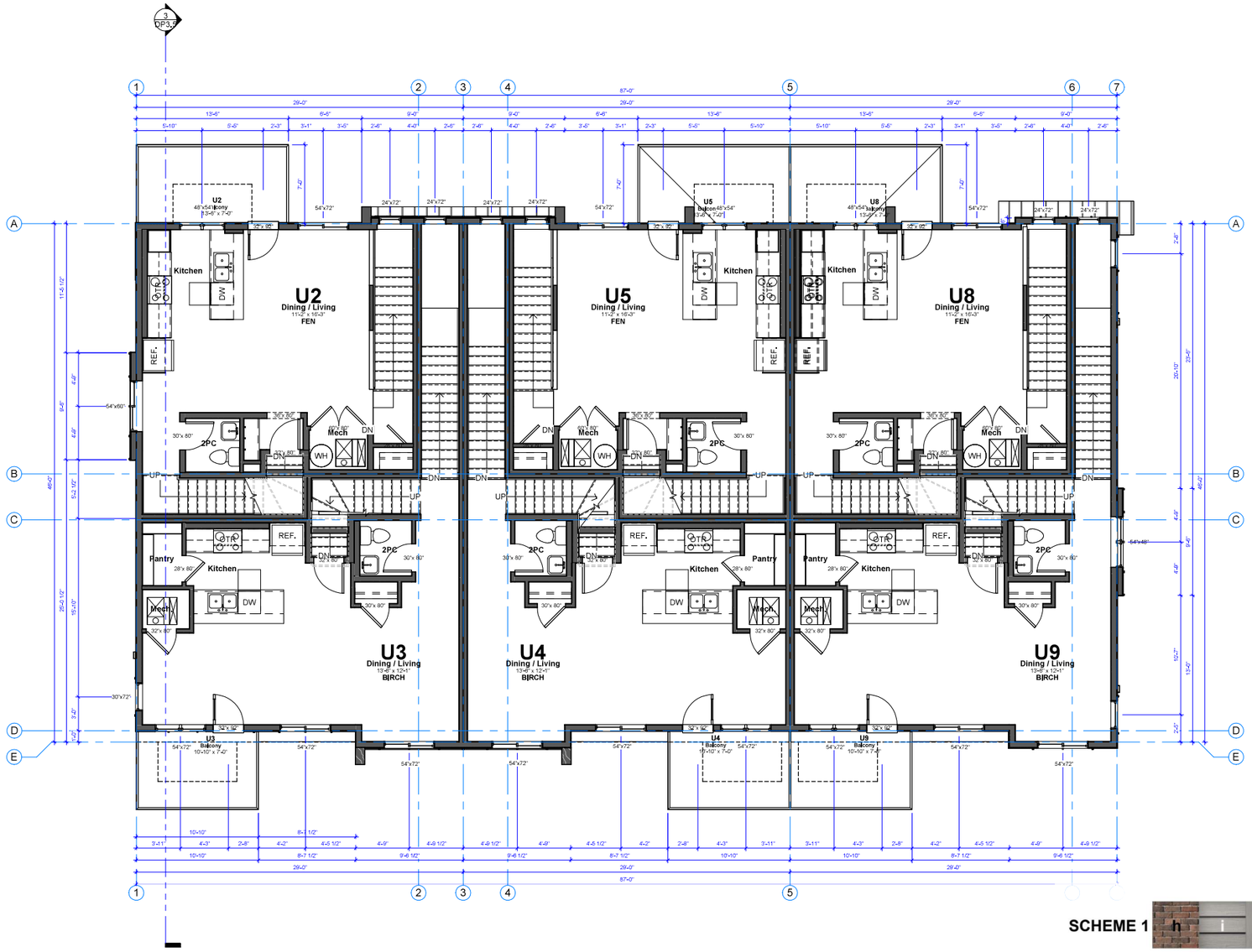
PROJECT STATUS
Development Permit

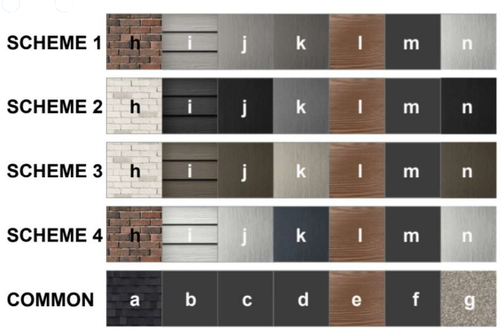
PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Elevations E1.5 (12U)

PROJECT NUMBER	DRAWING NUMBER
22-048	DP2.5
SCALE: 3/16" = 1'-0"	
DESIGNER: CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 10 10
BP DRAFTSPERSON: JB	BP ISSUE DATE: NOT ISSUED





Gross Building Area

Unit Type	Imperial	Metric
Above Grade		
Level 1	1849 ft²	171,78 m²
Level 2	3959 ft²	367,80 m²
Level 3	4019 ft²	373,38 m²
	9827 ft²	912,95 m²
Other		
Garage	2070 ft²	192,30 m²
	2070 ft²	192,30 m²
Grand total	11897 ft²	1105,25 m²

Unit Areas

Name	Imperial	Metric
U1		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U2		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U3		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,19 ft²	59,01 m²
	1841,48 ft²	171,08 m²
U4		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	706,02 ft²	65,59 m²
Level 3	635,80 ft²	59,07 m²
	1842,09 ft²	171,14 m²
U5		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U6		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U7		
Cedar		
Level 1	505,36 ft²	46,95 m²
	505,36 ft²	46,95 m²
U8		
Fen		
Garage	251,80 ft²	23,39 m²
Level 1	48,87 ft²	4,54 m²
Level 2	613,79 ft²	57,02 m²
Level 3	704,08 ft²	65,41 m²
	1618,53 ft²	150,37 m²
U9		
Birch		
Garage	438,16 ft²	40,71 m²
Level 1	62,11 ft²	5,77 m²
Level 2	705,52 ft²	65,54 m²
Level 3	635,80 ft²	59,07 m²
	1841,59 ft²	171,09 m²
Grand total	11896,83 ft²	1105,25 m²

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

Rohit COMMUNITIES

GRAVITY ARCHITECTURE
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243-4480
F: 1 (403) 206 7117
#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, it's contents, and it's design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

PROJECT STATUS
Development Permit

PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Second Floor E1.5 (9U)

PROJECT NUMBER
22-048

DRAWING NUMBER
DP3.2

SCALE
3/16" = 1'-0"

DESIGNER
CF

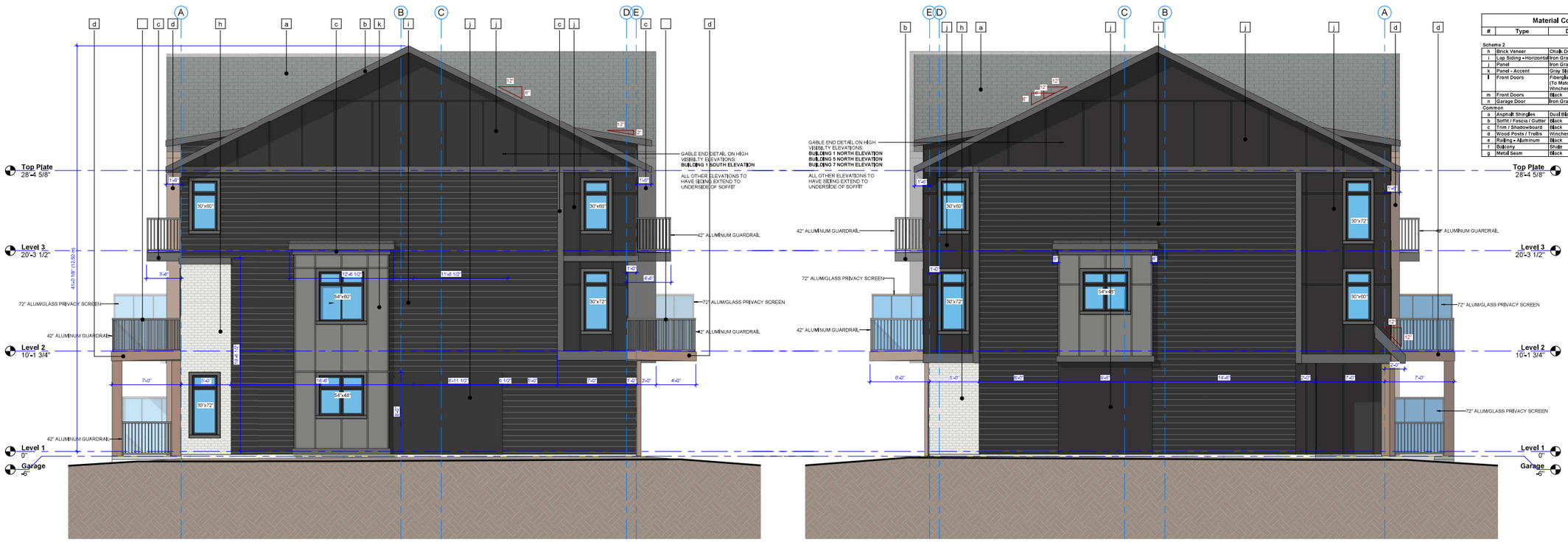
CHECKED
CF

DP DRAFTSPERSON
CF

VERSION ISSUE DATE
2023 10 10

BP DRAFTSPERSON
JB

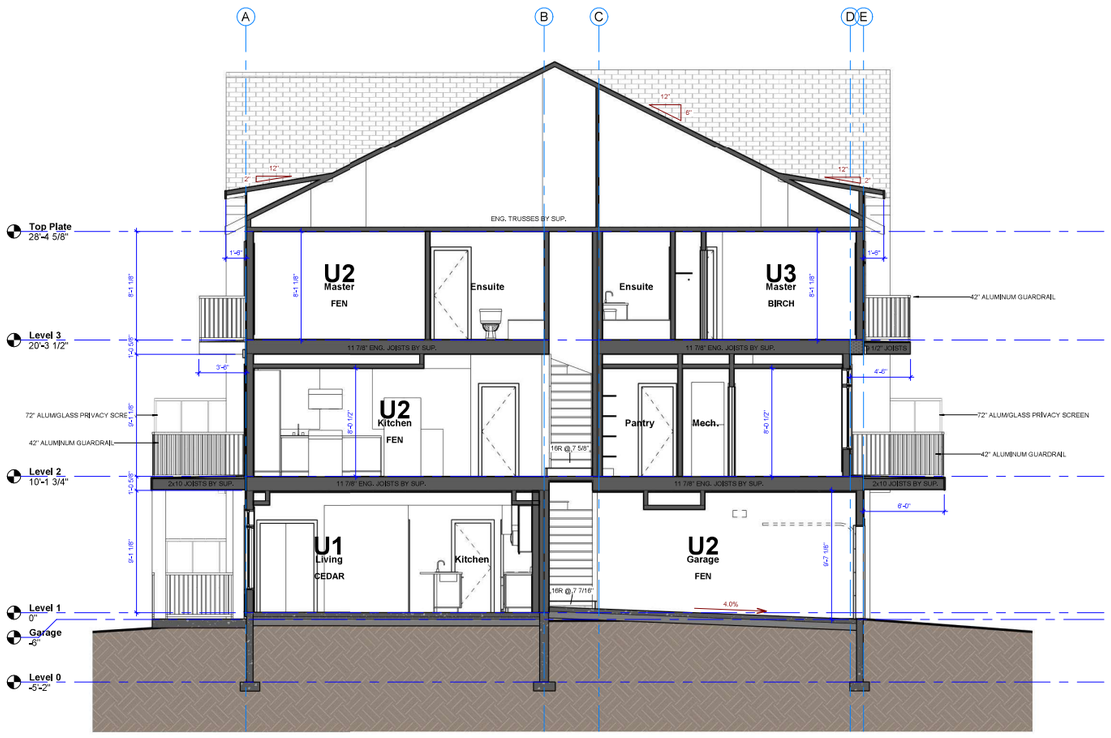
BP ISSUE DATE
NOT ISSUED



1 **Building Right DP**
3/16" = 1'-0"

2 **Building Left DP**
3/16" = 1'-0"

Material Colour Scheme 2			
#	Type	Description	Manufacturer
Scheme 2			
h	Brick Veneer	Chalk Dust	Tundra Brick
i	Lap Siding - Horizontal	Iron Gray	James Hardie
j	Panel	Iron Gray	James Hardie
k	Panel - Accent	Gray Slate	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone - Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Iron Gray	Cloverdale Paint
Common			
a	Asphalt Shingles	Dual Black	IKO
b	Soffit / Fascia / Gutter	Black	Mitten
c	Trim / Shadowboard	Black	Mitten
d	Wood Posts / Trellis	Winchester Brown	Woodtone
e	Railing - Aluminum	Black	
f	Balcony	Shale	Weatherdek
g	Metal Seam	Black	TBD



3 **Cross Section DP**
3/16" = 1'-0"

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

Rohit COMMUNITIES

GRAVITY ARCHITECTURE
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 243-4480
F: 1 (403) 206 7117
#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, it's contents, and it's design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

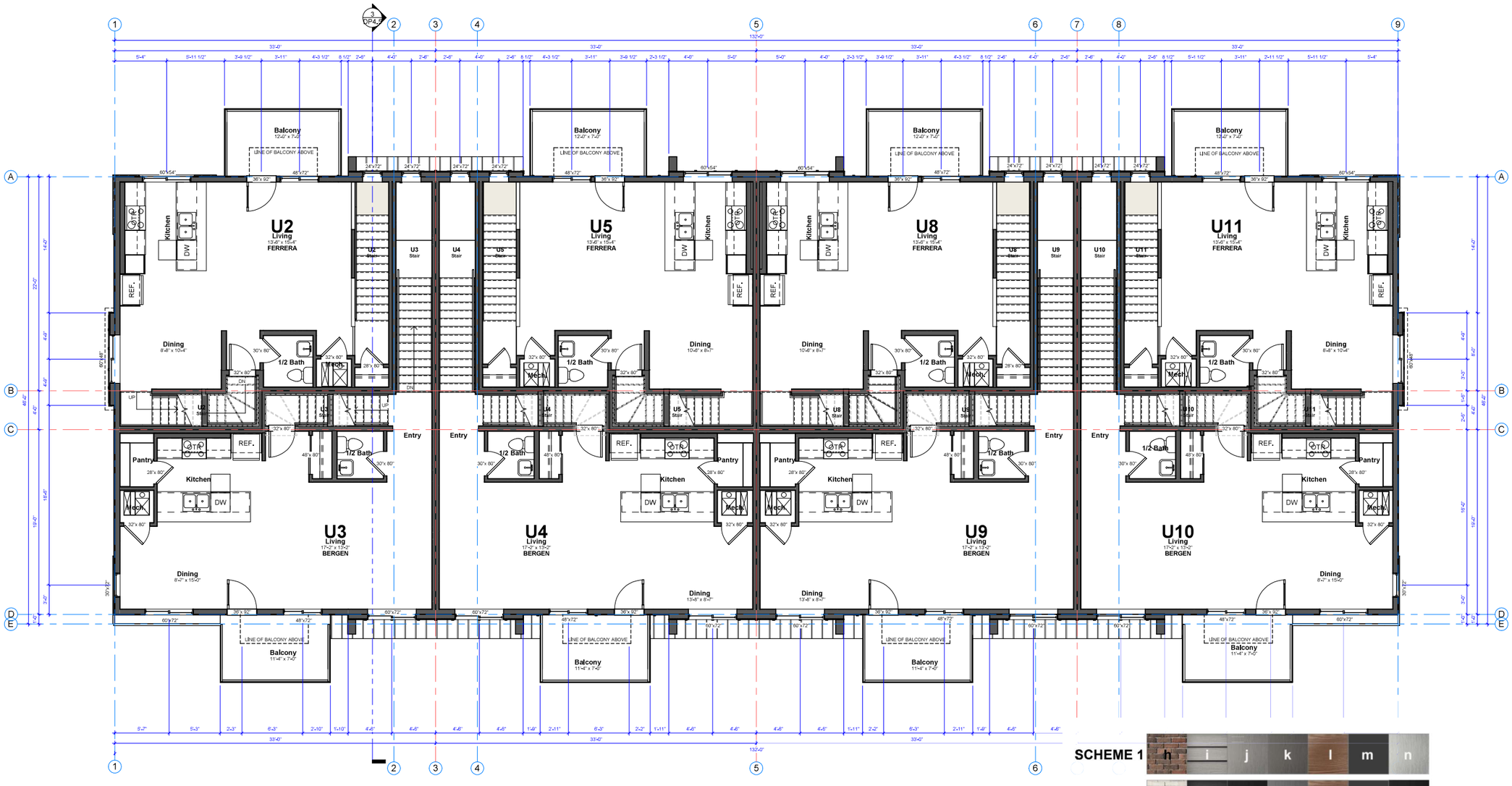
PROJECT STATUS
Development Permit

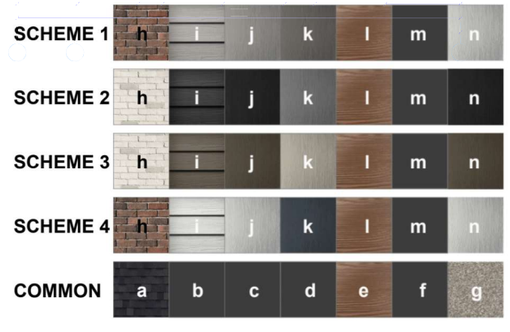
PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Elevations E1.5 (9U)

PROJECT NUMBER	DRAWING NUMBER
22-048	DP3.5
SCALE: 3/16" = 1'-0"	
DESIGNER: CF	CHECKED: CF
DP DRAFTSPERSON: CF	VERSION ISSUE DATE: 2023 10 10
BP DRAFTSPERSON: JB	BP ISSUE DATE: NOT ISSUED





Gross Building Area

Unit Type	Imperial	Metric
Above Grade		
Level 1	2983 ft²	277,12 m²
Level 2	5999 ft²	557,34 m²
Level 3	5999 ft²	557,34 m²
	14981 ft²	1391,79 m²
Other		
Garage	2986 ft²	277,42 m²
	2986 ft²	277,42 m²
Grand total	17967 ft²	1669,21 m²

Unit Areas

Name	Imperial	Metric
U1		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U2		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	691 ft²	64,21 m²
Level 3	792 ft²	73,53 m²
Garage	267 ft²	24,80 m²
	1805 ft²	167,70 m²
U3		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	804 ft²	74,68 m²
Level 3	704 ft²	65,36 m²
Garage	264 ft²	24,57 m²
	1844 ft²	171,28 m²
U4		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	809 ft²	75,14 m²
Level 3	709 ft²	65,82 m²
Garage	264 ft²	24,57 m²
	1854 ft²	172,21 m²
U5		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	696 ft²	64,65 m²
Level 3	796 ft²	73,97 m²
Garage	267 ft²	24,80 m²
	1814 ft²	168,57 m²
U6		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U7		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U8		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	696 ft²	64,65 m²
Level 3	796 ft²	73,97 m²
Garage	267 ft²	24,80 m²
	1814 ft²	168,57 m²
U9		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	809 ft²	75,14 m²
Level 3	708 ft²	65,82 m²
Garage	264 ft²	24,57 m²
	1853 ft²	172,19 m²
U10		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	804 ft²	74,66 m²
Level 3	703 ft²	65,34 m²
Garage	264 ft²	24,57 m²
	1843 ft²	171,23 m²
U11		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	691 ft²	64,21 m²
Level 3	792 ft²	73,53 m²
Garage	267 ft²	24,80 m²
	1805 ft²	167,70 m²
U12		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

GRAVITY ARCHITECTURE

CONTACT
Jay Wlwchar
permits@architecture.ca
P: 1 (403) 243-4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

PROJECT STATUS
Development Permit

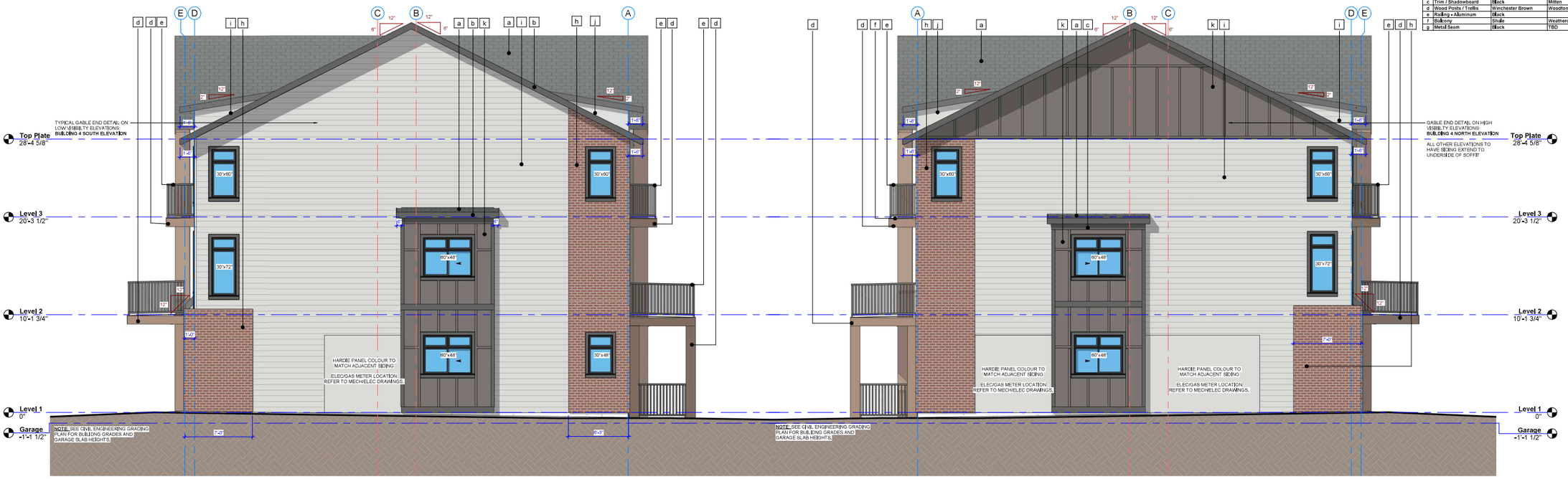
PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Second Floor E2.0 (12U)

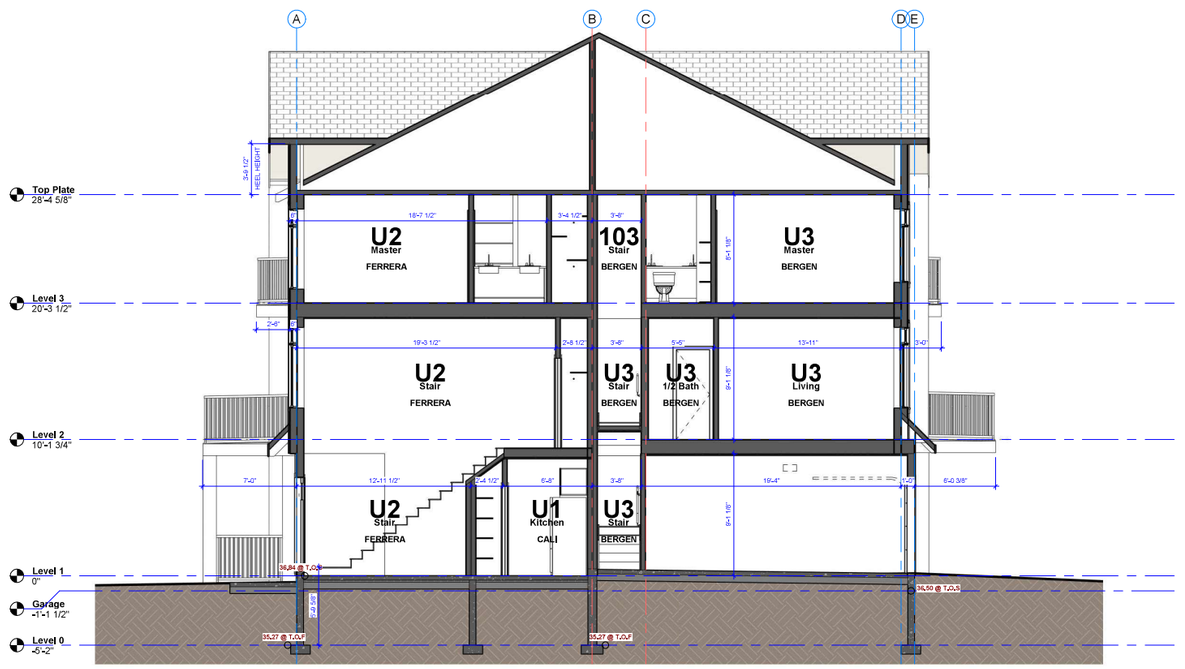
PROJECT NUMBER **22-048**	DRAWING NUMBER **DP4.2**
SCALE 3/16" = 1'-0"	
DESIGNER DC	CHECKED CF
DP DRAFTSPERSON DC	VERSION ISSUE DATE 2023 10 10
BP DRAFTSPERSON	BP ISSUE DATE NOT ISSUED

Material Colour Scheme 1			
#	Type	Description	Manufacturer
Scheme 1			
h	Brick Veneer	Hartford	Tundra Brick
i	Lap Siding - Horizontal	Pearl Gray	James Hardie
j	Panel	Pearl Gray	James Hardie
k	Panel - Accent	Aged Pewter	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone - Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Pearl Gray	Cloverdale Paint
Common			
a	Asphalt Shingles	Dual Black	IKO
b	Soffit / Fascia / Gutter	Black	Mitten
c	Trim / Shadowboard	Black	Mitten
d	Wood Posts / Trellis	Winchester Brown	Woodtone
e	Railing - Aluminum	Black	
f	Balcony	Shale	Weatherdek
g	Metal Seam	Black	TBD



1 **Building Left**
3/16" = 1'-0"

2 **Building Right**
3/16" = 1'-0"



3 **Cross Section 1 DP**
3/16" = 1'-0"

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

GRAVITY ARCHITECTURE
CONTACT
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 245-4030

#405, 999 - 8 ST SW
Calgary, AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

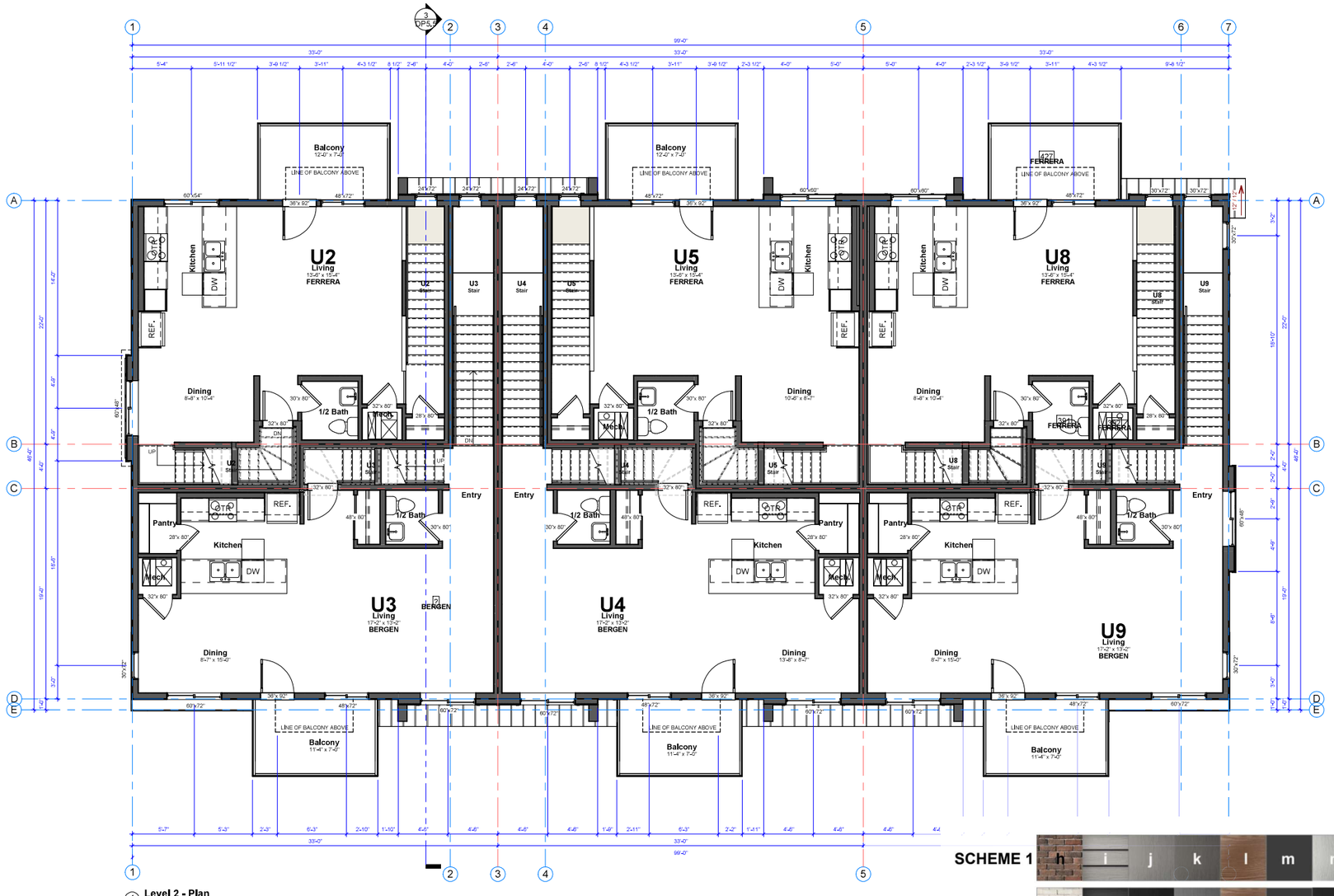
PROJECT STATUS
Development Permit

PROJECT
Livingston North

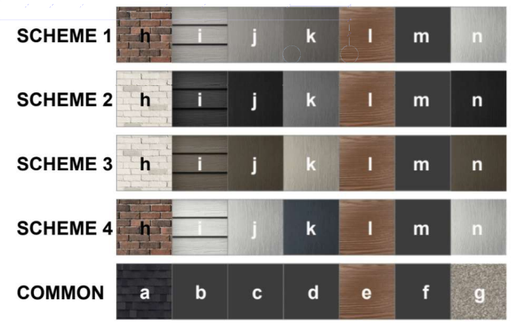
SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XXX XX

TITLE
Elevations E2.0 (12U)

PROJECT NUMBER	DRAWING NUMBER
22-048	DP4.5
SCALE: 3/16" = 1'-0"	
DESIGNER: DC	CHECKED: CF
DP DRAFTSPERSON: DC	VERSION ISSUE DATE: 2023 10 10
BP DRAFTSPERSON:	BP ISSUE DATE: NOT ISSUED



1 **Level 2 - Plan**
3/16" = 1'-0"



Gross Building Area

Unit Type	Imperial	Metric
Above Grade		
Level 1	2238 ft²	207,88 m²
Level 2	4506 ft²	418,60 m²
Level 3	4501 ft²	418,14 m²
	11244 ft²	1044,63 m²
Other		
Garage	2240 ft²	208,14 m²
	2240 ft²	208,14 m²
Grand total	13485 ft²	1252,76 m²

Unit Areas

Name	Imperial	Metric
U1		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U2		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	691 ft²	64,21 m²
Level 3	792 ft²	73,53 m²
Garage	267 ft²	24,80 m²
	1805 ft²	167,70 m²
U3		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	804 ft²	74,68 m²
Level 3	704 ft²	65,36 m²
Garage	264 ft²	24,57 m²
	1844 ft²	171,29 m²
U4		
Bergen		
Level 1	72 ft²	6,67 m²
Level 2	809 ft²	75,14 m²
Level 3	709 ft²	65,83 m²
Garage	264 ft²	24,57 m²
	1854 ft²	172,22 m²
U5		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	696 ft²	64,65 m²
Level 3	796 ft²	73,97 m²
Garage	267 ft²	24,80 m²
	1814 ft²	168,57 m²
U6		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U7		
Café		
Level 1	618 ft²	57,45 m²
Garage	215 ft²	19,99 m²
	834 ft²	77,44 m²
U8		
Ferrera		
Level 1	56 ft²	5,16 m²
Level 2	696 ft²	64,65 m²
Level 3	797 ft²	74,03 m²
Garage	267 ft²	24,80 m²
	1815 ft²	168,64 m²
U9		
Bergen		
Level 1	72 ft²	6,72 m²
Level 2	810 ft²	75,27 m²
Level 3	704 ft²	65,41 m²
Garage	265 ft²	24,64 m²
	1852 ft²	172,04 m²

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

GRAVITY ARCHITECTURE
CONTACT
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 245-4030

#405, 999 - 8 ST SW
Calgary, AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

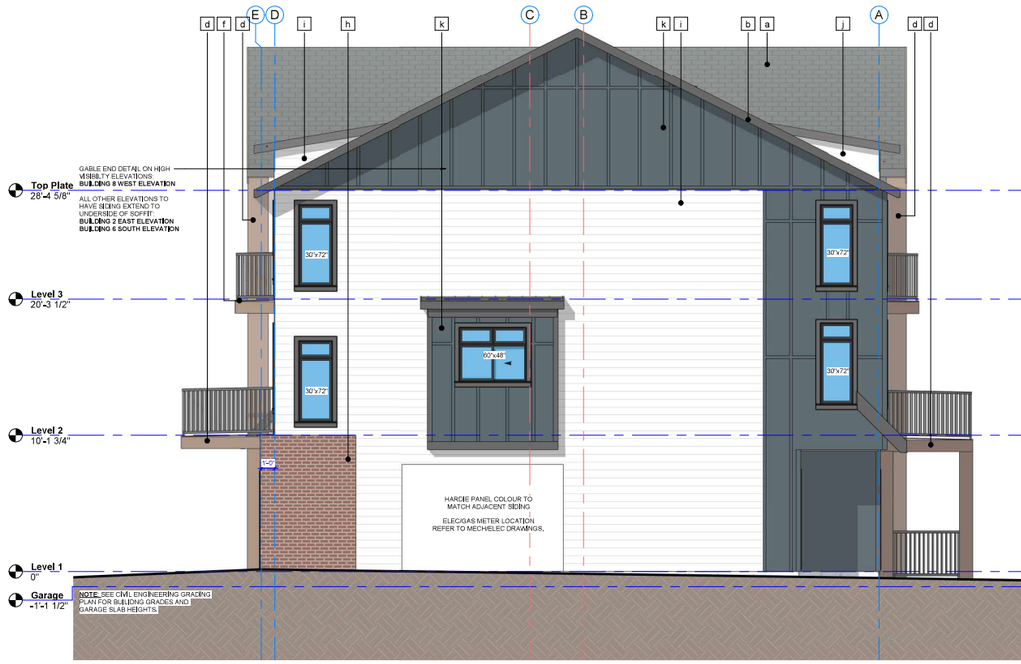
PROJECT STATUS
Development Permit

PROJECT
Livingston North

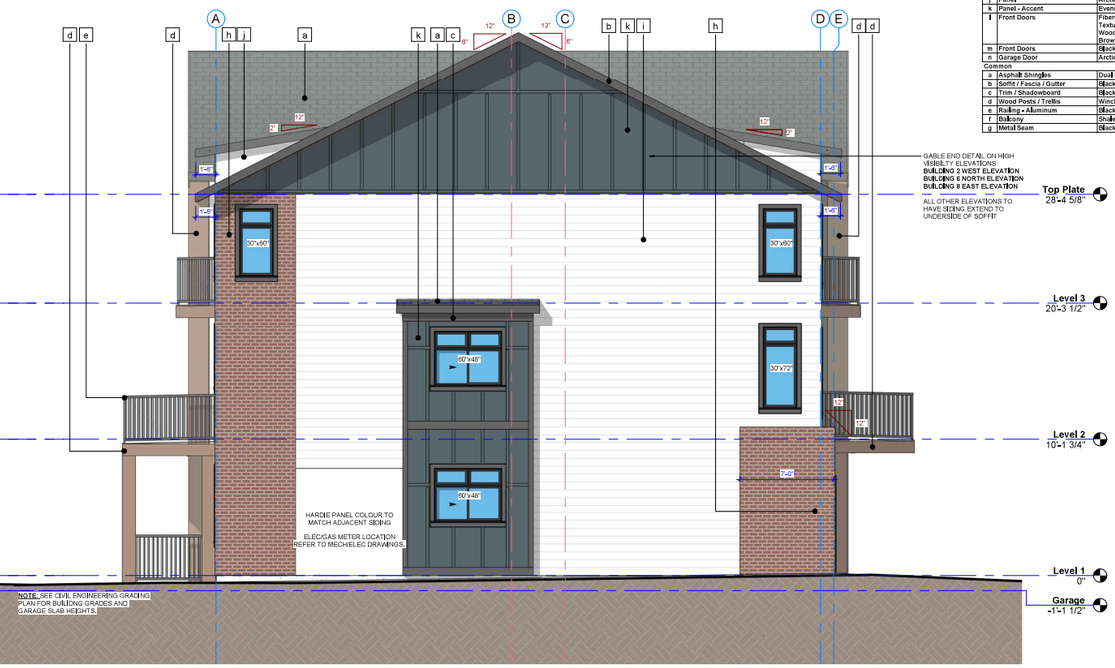
SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XX XXX

TITLE
Second Floor E2.0 (9U)

PROJECT NUMBER	DRAWING NUMBER
22-048	**DP5.2**
SCALE: 3/16" = 1'-0"	
DESIGNER: DC	CHECKED: CF
DP DRAFTSPERSON: DC	VERSION ISSUE DATE: 2023 10 10
BP DRAFTSPERSON	BP ISSUE DATE: NOT ISSUED



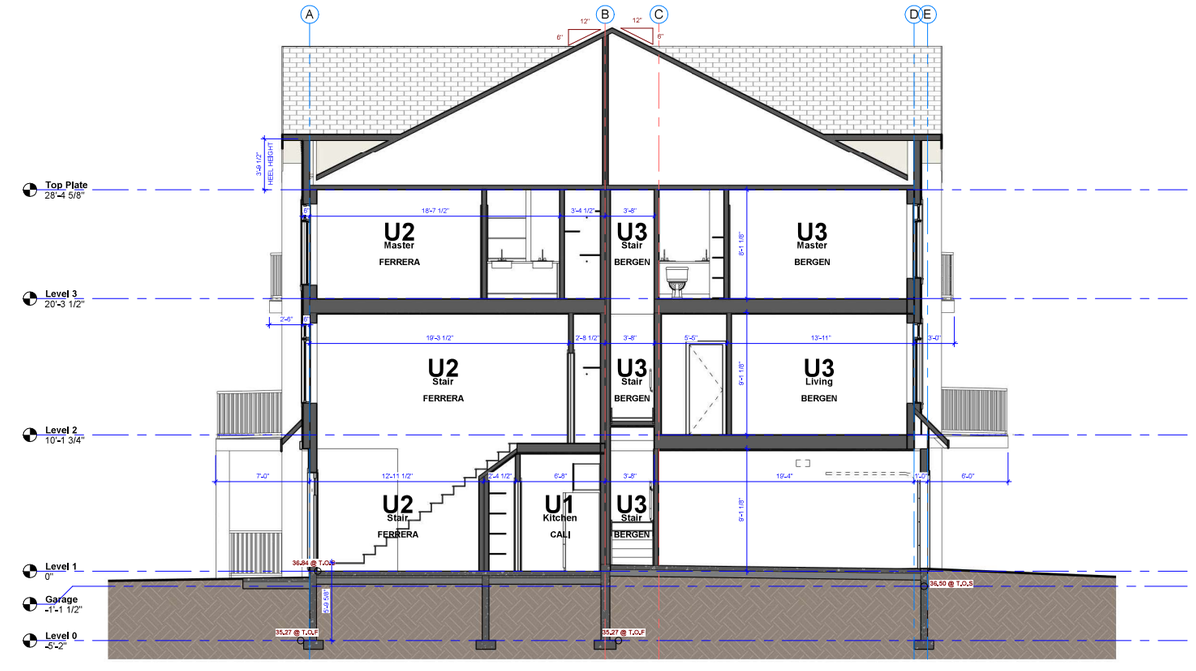
1 **Building Left**
3/16" = 1'-0"



2 **Building Right**
3/16" = 1'-0"

Material Colour Scheme 4

#	Type	Description	Manufacturer
Scheme 4			
h	Brick Veneer	Hartford	Tundra Brick
i	Lap Siding - Horizontal	Arctic White	James Hardie
j	Panel	Arctic White	James Hardie
k	Panel - Accent	Evening Blue	James Hardie
l	Front Doors	Fiberglass w/ Wood Texture (To Match Woodtone - Winchester Brown)	TBD
m	Front Doors	Black	Cloverdale Paint
n	Garage Door	Arctic White	Cloverdale Paint
Common			
a	Asphalt Shingles	Dual Black	IKO
b	Soffit / Fascia / Gutter	Black	Mitten
c	Trim / Shadowboard	Black	Mitten
d	Wood Posts / Trellis	Winchester Brown	Woodtone
e	Railing - Aluminum	Black	
f	Balcony	Smale	Weatherdek
g	Metal Seam	Black	TBD



3 **Cross Section 1 DP**
3/16" = 1'-0"

REVISIONS

#	DATE	DESCRIPTION
	2023 03 29	Issued for DP
	2023 07 10	Issued for DTR1
	2023 10 10	Issued for DTR2

GRAVITY ARCHITECTURE
CONTACT
Jay Wiwchar
permits@architecture.ca
P: 1 (403) 245-4030

#405, 999 - 8 ST SW
Calgary AB Canada
T2R 1J5
gravityarchitecture.com

SEAL

Copyright reserved. This drawing, its contents, and its design are and remain at all times the property of Gravity Architecture Corporation and cannot be used or reproduced, in whole or in part, without the expressed written consent of Gravity Architecture Corporation. These drawings are not to be scaled. All dimensions are to face of stud unless noted otherwise. Contractor must verify all job dimensions, all drawings, details and specifications. Any discrepancies are to be reported to Gravity Architecture Corporation prior to proceeding with work; this includes any errors or omissions.

PERMIT NUMBERS
DP2023-02340

PROJECT STATUS
Development Permit

PROJECT
Livingston North

SE 1/4 Sec. 4-26-1 - W5M
Lot 2, Block 20, Plan XX XXX

TITLE
Elevations E2.0 (9U)

PROJECT NUMBER	DRAWING NUMBER
22-048	DP5.5
SCALE: 3/16" = 1'-0"	
DESIGNER: DC	CHECKED: CF
DP DRAFTSPERSON: DC	VERSION ISSUE DATE: 2023 10 10
BP DRAFTSPERSON:	BP ISSUE DATE: NOT ISSUED

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

ROHIT LIVINGSTON NORTH

December 21, 2023

SCHEDULE K

LIVINGSTON HOMEOWNERS ASSOCIATION BROCHURE

Livingston

HOMEOWNERS ASSOCIATION

Livingston-Connect.com

Brookfield Residential

LIVINGSTON HOMEOWNERS ASSOCIATION BROCHURE

June 21, 2016

Description of Livingston Homeowners Association Lands

Brookfield Residential (Alberta) LP, by its general partner Carma Ltd. ("Brookfield Residential") is developing a new residential community in the north portion of the City of Calgary, known generally as Livingston. Livingston is located within the Keystone Hills Area Structure Plan, as approved by the City of Calgary (the "City"). The approximately 1,270 acres of land owned by Brookfield as outlined on Exhibit 1 of Schedule A hereto is hereafter called the "Livingston Lands." It is presently anticipated that the Livingston Lands will be comprised of approximately 6,000 single family residential units and 5,000 multi-family residential units and 70 acres of commercial and institutional lands. These are only estimates for the Livingston Lands based on current plans. The Livingston development may, on Brookfield Residential's approval and in its discretion, be expanded to include other lands within the vicinity of the Livingston Lands, which are owned by Brookfield Residential or by others. If that occurs, then such other lands as Brookfield Residential so determines shall be deemed to be included in the Livingston Lands.

In developing the Livingston Lands, Brookfield Residential has or will be including certain amenities in addition to the requirements of the City. Some of these amenities may be developed on public land to be transferred to the City by Brookfield Residential, however such amenities may be operated by a private homeowners' association for the lasting benefit of all residents. Certain other amenities may be developed on land to be transferred to that homeowners association, to be owned and operated by it for the benefit of the residents of the Livingston lands. These amenities are considered by Brookfield Residential as necessary to complement the Livingston's overall development concept and to clearly distinguish Livingston from other communities.

It is anticipated that Brookfield Residential will provide overall direction and management of the operations of the homeowners' association for so long as Brookfield Residential is actively developing the Livingston Lands. Also, during this period Brookfield Residential will be the only Voting Member of the Association entitled to vote at Members' meetings. Notwithstanding the foregoing, Brookfield Residential, in its sole discretion, may allow other members of the Association to attend, and vote at, Members' meetings, however, those votes by the members, other than Brookfield Residential, will have no legal effect.

Livingston Homeowners Association

Brookfield Residential has incorporated Livingston Homeowners Association (the "Association") as the homeowners' association which will be responsible for the

maintenance of certain amenities, and in some cases, ownership of those amenities, located in the Livingston Lands.

The Association will also provide certain financial and administrative services including the collection of fees from the residents of the Livingston Lands. These fees are necessary to fund the operations of the Association and the maintenance and operation of the amenities. The operations of the Association may be expanded to include other functions which are of common benefit to members.

The owners of single family residential lots, multi-family residential lots (including condominium units) and multi-family rental projects within the Livingston Lands, are all automatically members of, and are required to remain members of, the Association and will be responsible for the timely payment of membership fees to the Association as hereinafter set forth. A copy of the Memorandum of Association and Articles of Association of the Association are attached to this brochure as Schedules B and C respectively.

The schedules which form a part of this Brochure are the following:

Schedule A	Livingston Management Agreement
Schedule B	Livingston Homeowners Association Memorandum of Association
Schedule C	Livingston Homeowners Association Articles of Association
Schedule D	Encumbrance
Schedule E	Rules and Regulations

Description of Livingston Amenities

Brookfield Residential at its separate cost is in the course of constructing and developing, and will be constructing and developing, certain amenities within the Livingston Lands or manage amenities on city-owned sites or community association sites (the "Livingston Amenities"), which may or may not consist of, and may or may not be limited to, amenities such as a playground, community gardens, picnic shelter, fire pit plaza, skating rink, storage building, an entry feature, perimeter fencing and such other amenities situate on public and private lands as Brookfield Residential may determine in the course of developing the Livingston Lands.

Brookfield Residential may, at its sole discretion in its future planning and development of the Livingston Lands, provide at Brookfield Residential's and/or the Association’s separate cost (as determined by Brookfield), additional amenities as part of the Livingston Amenities. The location, character, nature of improvements on, and final acreage and boundaries of, the Livingston Amenities are subject to the approval of the City and other

regulatory authorities, and also subject to negotiations between Brookfield Residential and the City and, possibly, other developers of lands within the Livingston Lands.

It is anticipated that the residents and other owners of land within the Livingston Lands may wish to create further amenities or improvements for the benefit of the Livingston Lands and its residents (in addition to the Livingston Amenities), but unless it agrees otherwise, Brookfield Residential shall have no responsibility for the development or operation of any such further amenities or improvements.

The Association will assume responsibility for the Livingston Amenities and, if the Association so wishes, for the enhanced maintenance of certain publicly owned lands within the Livingston Lands including, but not limited to, public parks, public utility lots and boulevards. This may include arrangements with the City or others relating to such maintenance. The management, and where applicable the ownership, of the Livingston Amenities will be transferred to the Association in accordance with the terms of the Livingston Management Agreement attached as Schedule A hereto. The use and enjoyment of the Livingston Amenities will also be subject to the rules and regulations contained in Schedule E hereto, as such rules and regulations may be modified from time to time by the Association.

Brookfield Residential will use its best efforts to carry out the above commitments; however, its ability to do so and the timing of their completion are subject to receiving all required governmental and City approvals, and any events beyond Brookfield Residential's reasonable control which may delay such completion.

The Association's minimum maintenance and indemnity obligations in respect of that part of the Livingston Amenities located on public lands to be transferred to the City may be the subject of agreements to be concluded between the City and Brookfield Residential, which will be assumed by the Association at Brookfield Residential's direction.

Operation of the Livingston Homeowners Association by Brookfield Residential

On or before the later of the date on which Brookfield Residential has sold its last lands in the Livingston Lands, or the date upon which the Association has repaid any loans owing to Brookfield Residential, Brookfield Residential intends to transfer to the Association the overall management of the Association and the operation of the Livingston Amenities. As long as Brookfield Residential is managing the Association, an operating budget so as to allow for its proper operation, as determined in the sole opinion of Brookfield Residential, shall be approved by Brookfield Residential and if such operating budget is not fully funded by the income received from the Encumbrances or any other sources of income available to the Association, Brookfield Residential agrees to loan sufficient funds to the Association in accordance with the terms of the Livingston Management Agreement, in order to meet such budgeted expenses. Any income received by the Association in excess of actual

operating expenses shall forthwith be used by it to repay any outstanding Brookfield Residential loans.

Brookfield Residential will operate, maintain and manage the Livingston Amenities until it has fully transferred the overall management of the Association. As set forth in the Livingston Management Agreement attached hereto, Brookfield Residential shall be entitled to retain agents for the administration, operation and overall management of the Association and the Livingston Amenities. Except for reimbursement for its direct costs, out of pocket expenses and reasonable administration fees, Brookfield Residential will not be entitled to any other fees for such operation and management.

Encumbrances

To pay for the operations of the Association, including the operation and maintenance of the Livingston Amenities, Brookfield Residential will attempt to have the title of each residential lot, multi-family lot, rental project and condominium unit in the Livingston Lands be made subject to a rent charge Encumbrance in favour of the Association, securing payment to the Association of a fee. The Encumbrance will generally be in the form of Schedule D to this brochure and the amount of such Encumbrance for each such residential lot or unit shall be FOUR HUNDRED DOLLARS ($400.00) per year, subject to adjustment for inflation as provided in the Encumbrance. The Association may in any year choose to charge an amount of fees other than that provided for in the Encumbrance. The undersigned agrees to require any purchaser or transferee of the undersigned's lands in the Livingston Lands to assume all the undersigned's obligations under this Brochure (including the Schedules hereto) and to execute in favour of the Association an Encumbrance in like form of Schedule D, as a condition to any such purchase or transfer. The payment of annual fees, and membership in the Association, are more fully explained in the Association's Articles of Association which are attached as Schedule C to this brochure.

Acknowledgments by Purchaser

The undersigned acknowledges and is aware that, pursuant to the Livingston Management Agreement, Brookfield Residential has undertaken the full responsibility for the design, engineering, development and construction of and the initial management and operation of the Livingston Amenities, and the initial overall management and operation of the Association, and Brookfield Residential has the complete and unfettered right and authority from the Association to carry out such responsibilities in such manner as it sees fit. The undersigned acknowledges that the Association (as set out in Articles 54, 54.1 and 55 of its Articles of Association) has instructed its officers and directors to fully cooperate with Brookfield Residential and has relieved its officers and directors of any responsibility to investigate or to determine whether or not Brookfield Residential is properly carrying out its obligations as set out above.

The undersigned, as a future member of the Association, acknowledges and unanimously agrees with all other members or future members that, as set out in Articles 54,

54.1 and 55 of the Association's Articles of Association, it is intended and he or she agrees that the officers and directors of the Association should fully cooperate with Brookfield Residential and that all of their rights, duties and obligations that conflict with Brookfield Residential's rights as set out in the Livingston Management Agreement, or any other agreement with Brookfield Residential, are and have been suspended during the period of Brookfield Residential's initial operation of the Association, including the period of development, planning, construction and initial operation of the Livingston Amenities, except to the extent required in order for them to carry out such cooperation.

No member of the Association or any property owner shall have any personal or legal interest in the Livingston Amenities or in any part thereof or to the proceeds of the said encumbrances other than as a member of the Association. As well, a member's right to membership in the Association is not transferable and it only takes effect and is enforceable for so long as he or she remains an owner or tenant of such residential lot or condominium unit, or owner of such a rental project, which is located in the Livingston Lands.

The undersigned is the purchaser of:

Lot /Unit _____, Block _____, Plan _____

Municipal Address: _____

in the Livingston Lands against which the Encumbrance is or will be registered, and the undersigned agrees to pay FOUR HUNDRED DOLLARS ($400.00) per each year hereafter, subject to adjustment, as required by the Encumbrance or such other fee as may be charged by the Association in accordance with the provisions of the Association's Articles of Association. The undersigned hereby irrevocably appoints the Association as his or her attorney on his or her behalf and for the Association's use and benefit, to execute and deliver a new rent charge Encumbrance generally in the form of Schedule D, in the event that a previous encumbrance has been foreclosed off or otherwise removed from the title to the above-mentioned lot or unit.

This Brochure and the Schedules hereto constitute the entire agreement and understanding between Brookfield Residential and the undersigned regarding the Association and its Livingston Amenities, and no representations, warranties, covenants or promises have been made or are made by Brookfield Residential save those herein expressly contained.

As Purchaser(s) of the above lot/unit the undersigned acknowledges having read all of the attachments hereto and agrees to their terms.

Signed by the Purchaser(s) of the above specified lot/unit.

Signed in the presence of)
_____)
this _____day of _____, ____.) _____
)
)
) _____
)
) _____
Print Name of Witness Print name(s) of Purchaser(s)

SCHEDULE "A"

LIVINGSTON MANAGEMENT AGREEMENT

THIS AGREEMENT MADE THE 21st DAY OF JUNE, 2016

BETWEEN:

BROOKFIELD RESIDENTIAL (ALBERTA) LP, by its general partner CARMA LTD., a limited partnership pursuant to the laws of the Province of Alberta (hereinafter called "Brookfield")

OF THE FIRST PART

- and -

LIVINGSTON HOMEOWNERS ASSOCIATION, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Association")

OF THE SECOND PART

WHEREAS:

A. Brookfield is the owner of a portion of those lands situated in the north part of the City of Calgary, Alberta as shown outlined in Exhibit 1 hereto and being generally called Livingston (all such lands as shown on Exhibit 1 hereto, and such other lands in the vicinity of the lands in Exhibit 1 hereto as Brookfield may in its sole and unfettered discretion determine, are hereafter collectively referred to as the "Livingston Lands");

B. Brookfield proposes to create residential lots and residential sites on the Livingston Lands and to benefit such residential lots and residential sites by creating certain amenities to be determined solely by Brookfield (the "Livingston Amenities") on certain portions of the Livingston Lands to be owned by the City of Calgary or by others. The final acreage and boundaries of the Livingston Amenities are subject to the approval of the City of Calgary and other regulatory authorities;

C. Brookfield has determined to create and develop the Livingston Amenities with the intention that they be private (and in some cases public), non-profit facilities for the benefit of the residents of the Livingston Lands;

D. The complete development of the Livingston Lands is expected to take a number of years;

E. The Association wishes Brookfield to fully complete the development of the Livingston Lands and the Livingston Amenities;

F. The Association acknowledges that it has had no part in the planning or the development of the Livingston Amenities or the Livingston Lands, that all the planning has been done by Brookfield and that the responsibility for developing the Livingston Amenities is Brookfield's;

G. Brookfield will attempt to have each of its purchasers within the Livingston Lands sign a copy of the Livingston Brochure setting out the rights and responsibilities of the members of the Association. Attached to and forming part of the Brochure (as Schedule A thereto) is this Agreement and the following additional Schedules:

Schedule B	Livingston Homeowners Association Memorandum of Association
Schedule C	Livingston Homeowners Association Articles of Association
Schedule D	Encumbrance
Schedule E	Rules and Regulations

which additional Schedules are incorporated in this Agreement and form a part hereof;

H. Brookfield has caused the Association to be incorporated pursuant to the Companies Act (Alberta) and the Association has been organized pursuant to its Memorandum of Association and Articles of Association for the purposes of the Association ultimately owning (where applicable) and managing the Livingston Amenities, and for such other purposes which are for the common benefit of the Association's members;

I. The parties acknowledge and agree that it is their common intention that the Association will initially be managed by Brookfield (or its agents as herein set forth) and that the Livingston Amenities will initially be wholly engineered, developed, operated and managed by Brookfield (or its agents as herein set forth), and that it is the intention of both parties that the Association will have no responsibility for any portion of the Livingston Amenities, nor have any authority regarding such management of the Association or such engineering, development, operation and management of any portion of the Livingston Amenities, until the date that the management of the Association and of the Livingston Amenities is formally transferred to the Association, all in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. Brookfield will construct the Livingston Amenities and will equip same with such signs, lighting, equipment and landscaping as are in Brookfield's opinion reasonably necessary for the operation of same, all at Brookfield's cost. To the extent that any such initial costs are to be borne by the Association, Brookfield may (but shall not be required to) loan the necessary funds to the Association on generally available commercial terms as Brookfield determines.

2. Brookfield shall construct, develop and maintain on portions of the Livingston Lands, such improvements as Brookfield in its sole discretion shall determine and such improvements shall constitute the Livingston Amenities and, subject to the terms hereof, Brookfield shall manage and operate the Association and the Livingston Amenities until that date (the "Effective Date") which is the later of:

(a) six (6) months after the date upon which Brookfield has sold its last lands within the Livingston Lands; or

(b) the date upon which all monies owed to Brookfield by the Association have been fully repaid to Brookfield;

or such earlier date as Brookfield in its sole discretion may determine.

3. Brookfield may determine, in its sole discretion, prior to the Effective Date:

(a) to transfer management and/or ownership of any part of the Livingston Amenities to the Association. It is understood and agreed that Brookfield's rights in respect of the Livingston Amenities as herein contained shall continue unabated until the Effective Date, notwithstanding its prior transfer of management and/or ownership of part of the Livingston Amenities to the Association; and

(b) to transfer certain aspects of the overall management of the Association to the Association.

4. On such date(s) as Brookfield determines, but in any event by no later than the Effective Date, Brookfield shall, pursuant to assignment agreements acceptable to Brookfield, assign to the Association Brookfield's interest in all agreements entered into between Brookfield and the City of Calgary relating to the Livingston Amenities and the maintenance thereof and responsibility therefor, and pursuant to which the Association will assume from Brookfield all of its obligations and liabilities under such agreements and will indemnify Brookfield in respect of same.

5. The registration and organization of the Association has been done at the sole expense of Brookfield.

6. Brookfield as the initial owner of all the residential building lots and condominium sites in the Livingston Lands will, upon the initial sale by Brookfield of each such residential building lot and condominium site, attempt to cause the same to be

encumbered by the Encumbrance substantially in the form of Schedule D to the Brochure to which this Agreement is also a schedule. Notwithstanding the forgoing, Brookfield shall not be liable for any damages or costs if the Encumbrance is not registered against any residential building lots or condominium sites.

7. Until the Effective Date, Brookfield will either prepare or approve the operating budget for the Association, so as to allow for the proper operation of the Association and maintenance and operation of the Livingston Amenities as determined in the sole opinion of Brookfield acting reasonably. Such budget shall be considered in determining the Association's annual membership fees.

8. If such operating budget is not fully funded by the Association's income derived from the Encumbrances or other sources, and provided that Brookfield has in writing approved the amount of the annual membership fees assessed for that fiscal year, then Brookfield agrees to loan sufficient funds to the Association in order to meet such budgeted expenses, such loans to be repayable on demand and to bear interest from time to time at a rate of interest determined by Brookfield, but not exceeding Prime Rate plus three percent (3%). "Prime Rate" shall mean the prime rate of interest charged by The Toronto-Dominion Bank, being a variable per annum reference rate of interest (as announced by the said bank from time to time) for Canadian dollar loans made by the said bank in Canada. Any income received by the Association (whether by collection of assessments through the Encumbrances or otherwise) in excess of actual operating expenses shall forthwith be used by it to repay any outstanding Brookfield loans in priority to any other obligations.

9. It is understood and agreed that either Brookfield or the Association may refuse membership, or may terminate the membership of those owners of residential building lots and condominium units within the Livingston Lands whose title does not have registered against it the Encumbrance and may require the registration of any such Encumbrance which has been removed from the title to their lot or lands.

10. If by the Effective Date all the residential lots or other lands owned by Brookfield and located in the Livingston Lands have not been sold by Brookfield, Brookfield will be entitled to sell such lots or lands subject to the right of membership in the Association and shall at that time attempt to obtain the execution and registration of the appropriate Encumbrance as may be determined by Brookfield.

11. On or prior to the Effective Date, and provided that all loans owed by the Association to Brookfield have been repaid in full (or other arrangements for repayment thereof, satisfactory to Brookfield in its sole discretion, have been made) Brookfield will, for a total nominal consideration of $1.00, deliver to the Association:

(a) a good and sufficient transfer under the *Land Titles Act* (Alberta) of Brookfield Residential’s interest in the Orchards Amenities which on registration will cause title thereto (whether for a fee simple estate and/or a leasehold estate) to vest in the name of the Association subject to those interests or encumbrances endorsed on the title to the Orchards Amenities on the date thereof, including without limitation any deferred reserve caveat or

any other charge, right-of-way or encumbrance that is imposed upon the Livingston Amenities by the City, or any statutory or regulatory body;

(b) a bill of sale of all chattels owned by Brookfield and specifically used to maintain or benefit the Livingston Amenities;

(c) a termination agreement which will terminate the Management Agreement. The Association agrees that such termination agreement will provide for the Association's release of Brookfield from all of its obligations and liabilities under the Management Agreement and with respect to, or in connection with, the Livingston Amenities; and

(d) such other documents as Brookfield requires to effect the transfer of the Livingston Amenities to the Association;

12. It is understood and agreed that none of the building lots or sites contained in the Livingston Lands shall be subject to an annual rent charge until:

(a) title thereto has been transferred by Brookfield to a homebuilder and then transferred from the homebuilder to the homeowner of such lot or site; or

(b) title thereto has been transferred by Brookfield to the homeowner of such lot or site.

13. On or before the Effective Date, Brookfield will turn over to the Association all plans, specifications and operating manuals in Brookfield's possession relating to the management of the Association and the construction, maintenance, operation and management of the Livingston Amenities.

14. Either by the Effective Date or immediately thereafter, Brookfield will cause all of the officers and directors of the Association, which are Brookfield's nominees to tender their resignations.

15. Brookfield when and as requested will during a reasonable period after the Effective Date make available to the directors and officers of the Association any relevant information in its possession relating to the management of the Association and the operation of the Livingston Amenities, which information shall be provided without any requirement for Brookfield to determine the accuracy or relevance of such information, and Brookfield shall not be liable for the results of the inaccuracy or irrelevancy of such information nor for any damages suffered by the Association in using such information.

16. Until the Effective Date, Brookfield shall have full and absolute control of the overall management of the Association, and to construct, develop, manage and operate the Livingston Amenities and the Association, and its Members, officers and directors shall have no right or entitlement to do or share in any of these functions; provided always that each Member of the Association and their guests shall have access to and the right to use the Livingston Amenities in common with all other Members, subject to the observance of the

rules and regulations made by Brookfield from time to time. Any addition to or amendments of the rules or regulations made prior to the Effective Date by Brookfield shall be binding upon the Association; PROVIDED ALWAYS that a Member's access to and right to use the Livingston Amenities may be suspended by Brookfield if the rent charge Encumbrance registered against the title to the Member's residence is in default, if it is removed or if the Member is in default with respect to the rules and regulations.

17. The following management provisions shall take effect until the Effective Date:

(a) the Association hereby employs Brookfield as the Association's exclusive agent to manage the Association and to operate and maintain the Livingston Amenities to and including the Effective Date without any right of the Association to cancel such management arrangement;

(b) Brookfield agrees to perform the management functions set out below in the name of and on behalf of the Association, subject to the terms of this Agreement, and the Association shall not give any direction to Brookfield, make any investigations or exercise any control of Brookfield's actions as manager and hereby grants to Brookfield such complete and absolute authority and power as in Brookfield's sole opinion may be required by Brookfield to perform or effect performance of such management function;

(c) If Brookfield assists the Association in the collection and receipt of assessments, levies, contributions and any other charges due to the Association from the members of the Association, Brookfield shall not be responsible for collection of delinquent assessments or other charges;

(d) Subject to the provisions of and any restrictions contained in this Agreement, Brookfield shall (until the Effective Date only) cause the Livingston Amenities to be constructed, operated, managed and maintained according to reasonable standards of construction, operation, management and maintenance consistent with the character, size and location of the Livingston Amenities;

(e) Brookfield shall negotiate and may execute on behalf of the Association contracts for such services as may be necessary or desirable. Brookfield shall also either rent or purchase, as it determines is best in its sole discretion on behalf of the Association, such equipment, tools, appliances, materials and supplies as in its sole opinion are necessary for the management of the Association and the operation and maintenance of the Livingston Amenities. All such purchases and contracts may be in the name of Brookfield or the Association and in any event shall be assumed by the Association as at the Effective Date;

(f) Brookfield shall ensure that appropriate corporate and other legal filings and records in respect of the Association and its operations, including financial statements and accounting records, are prepared and maintained;

(g) Brookfield and the Association shall cooperate in maintaining liability and property damage insurance relative to the Association in force as provided for in paragraph 18 hereof; PROVIDED that the Association will indemnify and hold harmless Brookfield from any loss, costs or damages arising out of any claim, suit or action made by any of its members or their guests whomsoever, relating to either claims greater than such insurance or to claims where there is inadequate insurance coverage;

(h) Brookfield shall, based on the information and documents made available to it, assist the Association in keeping an up-to-date record of the names and addresses of all members of the Association of which it has knowledge;

(i) subject to the provisions of this Agreement, the Association shall not pay any fee to Brookfield as compensation to it for the services to be rendered by Brookfield in accordance with this Agreement, but any charges for employees or professional managers employed by Brookfield to assist in its management function hereunder shall be paid for by the Association to Brookfield on demand, and this may include persons whose firms or groups are also employed by Brookfield regarding the Livingston Lands; and

(j) Brookfield may engage or use any person, firm or company including any which is associated, affiliated or otherwise connected with it, to perform any work or services for Brookfield within the scope of Brookfield's duties pursuant to the terms and conditions of this Agreement, without being in breach of a fiduciary or contractual relationship with the Association.

18. Brookfield shall provide and maintain in full force and effect during the term of this Agreement with responsible insurance companies, the following insurance:

(a) Such general comprehensive liability insurance of such nature and in such amount as Brookfield shall deem advisable protecting Brookfield and the Association relating to the operation of the Association including the development, construction of and initial management and operation of the Livingston Amenities in respect of liability and/or damage because of bodily injury and injury to or destruction of property arising out of such activities. Such insurance shall contain a cross liability clause;

(b) The Association shall pay to Brookfield to reimburse it for its actual costs in obtaining and maintaining such insurance, and where such insurance is part of Brookfield's overall insurance, then the Association shall pay its fair share of such insurance costs as determined by Brookfield's insurance brokers.

19. At any time before the Effective Date and notwithstanding anything else contained in this Agreement, Brookfield shall be entitled to enter into management agreements in its name or in the name of and on behalf of the Association with any person, firm or company (including any which is associated, affiliated or otherwise connected with

Brookfield or the Association) for the administration, operation and management of the Association and the Livingston Amenities.

20. This Agreement shall be non-assignable by the Association without the prior written consent of Brookfield, which consent may, in Brookfield's sole and unfettered discretion, be withheld. This Agreement shall be assignable by Brookfield without the prior consent of the Association.

21. If the Association breaches its obligations as set out herein to not interfere with Brookfield's designing, engineering, planning, developing, constructing and initially managing and operating the Livingston Amenities and initially managing the Association, it shall pay to Brookfield all of Brookfield's costs resulting therefrom and damages suffered thereby including but not limited to the costs to Brookfield of all additional time spent by its employees, all additional costs of professional advisors, additional design, engineering, planning, development, construction, management and operational costs and the damages suffered by Brookfield resulting from such breach including any delays in completing construction of the Livingston Amenities and in the sale of its undeveloped building lots as contained in the Livingston Lands. The Association confirms its understanding that damages at law may be an inadequate remedy for a breach or threatened breach by it of this Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by an action claiming specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of Brookfield as against the Association for breach or threatened breach of any provisions hereof, it being the intention of this paragraph to make clear the agreement of the parties that the respective rights and obligations of Brookfield hereunder shall be enforceable in equity as well as at law or otherwise.

22. As the Association has no responsibility or authority with reference to the overall management of the Association and the development and operation of or the Livingston Amenities until the Effective Date, until the Effective Date the Association has directed its officers and directors to not investigate or otherwise determine whether or not Brookfield is complying with the terms of this Agreement, and the Association has waived any responsibility of its officers or directors to determine whether or not Brookfield is carrying out its obligations pursuant to this Agreement.

23. It is specifically understood that Brookfield is an independent contractor and that all its actions to be performed hereunder shall be carried on by Brookfield under its own direction and superintendents, at its own risk and according to its own methods or procedures.

24. Up to and until the Effective Date, the Association shall take all required steps to maintain its existence and shall execute all documents required by Brookfield for the organization and management of the Association and for the development, construction, maintenance and operation of the Livingston Amenities and without any legal responsibilities for its actions in so doing.

25. This Agreement and the Exhibits hereto constitute the entire agreement between the parties and no representations, warranties or promises have been made by Brookfield to the Association save those herein contained.

26. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.

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

28. Amendments to this Agreement must be in writing and signed by each party hereto.

29. This Agreement and all amendments, modifications, alterations or exhibits hereto shall be governed by the laws of the Province of Alberta as to the nature, validity and interpretation thereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective proper officers authorized in that behalf on the day and year first above written.

BROOKFIELD RESIDENTIAL (ALBERTA) LP,
by its general partner CARMA LTD.

Per:_____

Per:_____

LIVINGSTON
HOMEOWNERS ASSOCIATION

Per:_____

Per:_____

EXHIBIT 1

LIVINGSTON LANDS

SCHEDULE "B"

MEMORANDUM OF ASSOCIATION OF LIVINGSTON HOMEOWNERS ASSOCIATION

1. The name of the Company is "Livingston Homeowners Association".

2. The Company is incorporated under Part IX of the *Companies Act* of the Province of Alberta, R.S.A. 2000, c. C-21 as a non-profit corporation.

3. The objects for which the Company is established are:

(a) to acquire and take over from Brookfield Residential (Alberta) LP, by its general partner Carma Ltd. (the "Developer") or others:

(i) the management of certain public community lands, including the management of upgraded landscaping, lighting, and other improvements located on certain public parks, public utility lots, boulevards and other lands to be owned by the City of Calgary (the "City"); and

(ii) the title to and management of certain private amenity lands, including one or more recreation facilities, community entranceway features, and such other amenities situate on public and private lands located thereon;

all or any of the equipment, chattels and assets used in connection therewith (such public and private lands, improvements, equipment, chattels and assets are hereafter collectively referred to as the "Livingston Amenities"), which may be situate on portions of the Livingston Lands. "Livingston Lands" means those certain subdivision lands within the Livingston community (or other lands in the vicinity thereof as the Developer may in its sole and unfettered discretion determine) and which are:

(iii) initially owned by the Developer (or by such other developers as are from time to time approved by the Developer in its sole and unfettered discretion); and

(iv) designated by the Developer as the Livingston Lands;

(b) to maintain and operate the Livingston Amenities;

(c) to enter into agreements with other parties for the collection of assessments against the Company's members and/or the collection of any other revenues to fund the Company's operations and otherwise for the administration of the Company's financial and other affairs;

(d) to enter into agreements with the Developer or other persons for the administration of the Company's affairs;

(e) to acquire from the Developer, and possibly other developers within the Livingston Lands, their rights (if any) under each and every rent charge encumbrance and, possibly, restrictive covenant registered on lands in the Livingston Lands with any and all benefits and advantages to be derived therefrom and to enforce the same;

(f) to allow the Company, if it so desires, to enter into arrangements with the City or others for the enhanced maintenance of publicly owned lands within the Livingston Lands, including without limitation, the public parks, public utility lots and boulevards within the Livingston Lands;

(g) to organize events for the benefit of the Company's members and to enter into arrangements with other persons in connection therewith;

(h) to provide, conduct or administer any other service or undertaking for the benefit of the Company's members or the Livingston Lands (or any portion thereof);

(i) to enter into arrangements with and cooperate with the City, private homeowners association, or any community association, as the Company desires, to facilitate any of the above objects or activities, and without limitation, this may include agreements for sharing access to the Livingston Amenities and/or other amenities;

(j) to carry on any other activity or undertaking whatsoever which can, in the opinion of the Company's board of directors, be advantageously carried on by the Company in connection with or ancillary to the general business of the Company;

(k) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. Each member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding $1.00.

6. The Company shall apply the profits, if any, or any other income of the Company solely in promoting the objects of the Company and no dividend whatsoever or

other distribution of the property of the Company shall ever be paid to its members; PROVIDED ALWAYS that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any member or person in return for any service actually rendered to the Company.

7. No additions, deletions, alterations or amendments shall be made to or in the Memorandum or Articles of Association of the Company for the time being in force without the written consent of the Developer, until after the management of the Company and the management of the Livingston Amenities has been transferred by the Developer to the Company pursuant to the Livingston Management Agreement.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company pursuant to this Memorandum of Association.

DATED at the City of Calgary, in the Province of Alberta, this 3rd day of June, 2016

NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Subscribers	**Occupation**	**Address**
_____ Jason Palacsko	Executive	4906 Richard Road SW Calgary, Alberta, T5J 0J1
_____ Les Glen	Executive	4906 Richard Road SW Calgary, Alberta, T5J 0J1
_____ Brendan McCashin	Executive	4906 Richard Road SW Calgary, Alberta, T5J 0J1
_____ Witness to the above signatures Print Name:		#2000, 10235 – 101 Street Edmonton, Alberta, T5J 3G1

SCHEDULE "C"

ARTICLES OF ASSOCIATION OF LIVINGSTON HOMEOWNERS ASSOCIATION

1. The Articles of Association contained in Table "A" in the Schedule to the *Companies Act* (Alberta) do not apply to this Company.

INTERPRETATION

2. The headings used throughout these Articles shall not affect the construction hereof. In these Articles and the Memorandum of Association of this Company, unless the context otherwise requires, expressions defined in the *Companies Act* (Alberta) or any statutory amendment or modification thereof, shall have the meaning so defined, and the following terms shall have the following meanings:

(a) **"Brookfield"** means Brookfield Residential (Alberta) LP, by its general partner Carma Ltd., its successors and assigns;

(b) **"Livingston Amenities"** means certain public community lands and/or private amenity lands as designated by Brookfield, in each case including the improvements thereon, all of which will be situate within the Livingston Lands, all or any of the equipment, chattels and assets used in connection therewith. For greater certainty, the Livingston Amenities include one or more recreation facilities, community entranceway features, neighbourhood parks and gardens and such other amenities situate on public and private lands as Brookfield may determine in the course of developing the Livingston Lands;

(c) **"Livingston Lands"** means the residential subdivision lands owned by Brookfield in the north portion of the City of Calgary and designated by Brookfield as the Livingston Lands, within the area shown in Exhibit 1 to the Livingston Management Agreement, situated within lands contained in the City's Livingston Area Structure Plan, and, if Brookfield in its sole and unfettered discretion so decides, such other lands in the vicinity thereof (as may be owned by Brookfield or by other developers as approved from time to time by Brookfield in its sole and unfettered discretion);

(d) **"Livingston Management Agreement"** means that agreement to be entered into between the Company and Brookfield, the form of which agreement is Schedule A to the Livingston brochure;

(e) **"City"** means The City of Calgary;

(f) **"*Companies Act* (Alberta)"** means the *Companies Act* R.S.A. 2000, c. C-21, as amended or any substitution therefor from time to time;

(g) **"Company"** means Livingston Homeowners Association;

(h) **"Directors"**, "Board" and "Board of Directors" means the directors of the Company for the time being;

(i) **"Effective Date"** has the meaning ascribed to that term in the Livingston Management Agreement;

(j) **"Electronic Transactions Act (Alberta)"** means the Electronic Transactions Act, R.S.A. 2000, c. E-5.5, as amended or any substitution therefore from time to time;

(k) **"Encumbrance"** means an instrument to secure the annual rental charge to be paid by certain of the Members of the Company to the Company and registered or to be registered against the title to residential lands of persons in the Livingston Lands who are Members of the Company, in favour of the Company, for the purpose of forming an enforceable encumbrance pursuant to the provisions of the *Land Titles Act* (Alberta);

(l) **"Family Members"** means the spouse (whether legally married to or not) of a Homeowner Member or Tenant Member and the unmarried children of such Homeowner Member or Tenant Member and/or such spouse which spouse and children are actually residing in the residential property of the Homeowner Member or Tenant Member;

(m) **"Homeowner Member"** means the registered owner (including Brookfield as applicable) or one of the registered owners (as designated by those registered owners) of a single family property, a condominium unit, or multi-family rental property in respect of which a separate certificate of title is issued for each unit (or, in each case, a single tenant residing in such property as designated by the registered owner or owners thereof) located in the Livingston Lands, who is a qualified Member of the Company;

(n) **"Manager"** means Brookfield as the manager appointed under the Livingston Management Agreement, and its successors and assigns as permitted thereunder;

(o) **"Member"** means a person for the time being entered in the Register of Members of the Company and Members means collectively all of them from time to time, inclusive of Homeowner Members, Rental Members, Family Members, and Tenant Members;

(o.1) **"Member in Good Standing"** means a Member who has complied with all requirements of membership, and who, as of the record date for the relevant meeting, is not in default of paying any sums due and payable to the Company, within forty-five (45) days of the original demand for payment of any such sum.

(p) **"month"** means calendar month;

(q) **"office"** means the registered office of the Company for the time being;

(r) **"Rental Member"** means the registered owner or one of the registered owners of a multi-family residential rental project located in the Livingston Lands, who is a qualified Member of the Company;

(s) **"rent charges", "rental charges", "annual rental charge"** and similar expressions means the fees assessed by the Company for its Members, as more particularly described in these Articles;

(t) **"Rules"** means the rules and regulations relating to the use of the Livingston Amenities, initially in the form of Schedule E to the Livingston brochure, as such rules and regulations may be amended from time to time in accordance with the terms of these Articles;

(u) **"Tenant Member"** means a tenant actually renting and residing in a multi-family rental project located in the Livingston Lands that may or may not be owned by a Rental Member in accordance with these Articles;

(v) **"Voting Members"** means the Members who are entitled to vote at meetings of the Company and shall be restricted to only Homeowner Members and Rental Members or their respective designates as provided herein, and the subscribers hereto while such subscribers remain Members hereunder; and

(w) **"writing"** and "written" includes printing, typewriting, lithographing and other modes of representing or reproducing words in visible form which, without restricting the generality of the foregoing shall include fax and records (including signatures) in electronic form that fulfill the requirements of the Electronic Transactions Act (Alberta).

Words importing the singular number include the plural number and vice versa; words importing the masculine gender shall include the feminine and words importing persons shall include corporations and companies.

REGISTERED OFFICE

3. Subject to the provisions of the *Companies Act* (Alberta), the Company may, by ordinary resolution of the Directors change from time to time the place within Alberta where the registered office of the Company is to be situated.

MEMBERS

4. The subscribers hereto shall be Members until they resign. Every person owning a single family or multi-family residential property in the Livingston Lands, (including a condominium unit or other residential unit in respect of which a separate certificate of title has been issued), or being a tenant living in a rental project in the Livingston Lands, shall be entitled to become a Member in good standing as long as such person so owns such residential property,

or rental project, or such tenant lives in such rental project, and shall forthwith cease to be a Member at any time such residential property or rental project in the Livingston Lands is not owned by such person or that such person ceases to be a tenant therein; PROVIDED HOWEVER that the persons owning residential property or rental properties or living therein as a tenant shall not be a Member until they agree, in writing to do so and the persons owning a residential property or rental project have allowed the registration of an appropriate Encumbrance against the title to their property confirming such membership, their obligations and their agreement to pay the annual rental charge. In the Board's discretion, the principal amount of the Encumbrance and the annual rental charge for Members may be greater or less than the principal amount of the Encumbrance. PROVIDED ALWAYS with reference to all residential or rental properties located in the Livingston Lands:

(a) Where there is more than one such owner of a property, there shall be only one Voting Member who shall be the person designated as the Voting Member by all the owners of said property. In the absence of such designation the first person named as owner in the certificate of title or as purchaser in an agreement for sale, shall be the Voting Member;

(b) Where a Member owns more than one residential property in the Livingston Lands, including condominium units, that Member shall be entitled to one (1) vote for each such property owned by that Member;

(c) Where a residential unit in respect of which a separate certificate of title has been issued is occupied by a tenant such tenant may be designated by the otherwise designated Voting Member pursuant to (a) above, as the Voting Member by and instead of the owner(s) of such property;

(d) Where a rental project is involved the registered owner or its designate shall be the Voting Member and notwithstanding how many Tenant Members are residing in the rental project, it shall have only one (1) vote;

(e) Where the owner of the rental project first has become and maintains membership in the Company as a Rental Member, all the tenants of such rental project shall be entitled to become Tenant Members in the Company subject to them complying with the rules and regulations of the Company as well as any special rules and regulations put in place by the Board of Directors and dealing specifically with tenants of Rental Members. The right to membership of a Tenant Member shall automatically cease either at the same time that his Rental Member ceases to be a Member or he ceases to be a tenant in the rental project in question;

(f) Where a commercial development is involved, neither the owner nor any tenant therein shall be a Member;

(g) Where there is any difficulty or dispute in determining the Voting Members, the Directors in their absolute discretion may designate the Voting Member, the intention being that there be one Voting Member from each residential property in

respect of which a separate certificate of title has been issued (including a condominium unit) in the Livingston Lands;

(h) Membership is not transferable by a Member but is appurtenant to ownership and residence as herein set out;

(i) Brookfield, as registered owner from time to time, of any residential lot or unit in the Livingston Lands (regardless of whether such lots or units are occupied) before and after the Effective Date, shall be a Homeowner Member; and

(j) Notwithstanding anything else in these Articles:

(i) From and after the Effective Date (but not prior to the Effective Date), Homeowner Members and Rental Members shall have the right to vote at any meetings of Voting Members; and

(ii) Prior to the Effective Date (but not thereafter), the Manager shall be the sole Voting Member entitled to vote at any meetings of Voting Members, and shall therefore itself constitute a quorum for Members' meetings.

REGISTER OF HOMEOWNER MEMBERS

5. (a) A register of Homeowner Members in such form as the Board may approve shall be maintained in which shall be recorded the names and addresses of all Homeowner Members. The Register shall be amended from time to time so that all Homeowner Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

REGISTER OF RENTAL MEMBERS AND TENANT MEMBERS

(b) A register of Rental Members and Tenant Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Rental Members and their tenants who by properly complying with the requirements of membership become Tenant Members. The Company shall attempt to establish a workable procedure whereby it is notified when Tenant Members cease to be tenants of a rental project located in the Livingston Lands. The register shall be amended from time to time so that all Rental Members and Tenant Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon an amendment being made as aforesaid there may be charged a fee as set by the Board from time to time.

REGISTER OF FAMILY MEMBERS

(c) A register of Family Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Family Members. The register shall be amended from time to time so that all Family Members are listed in such register. Such amendment may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

MEMBERSHIP CARDS

(d) Every Member may be periodically issued a membership card as determined by the Directors. The membership cards shall remain the property of the Company. If a membership card is lost it shall be replaced by the Company, provided however that there may be charged a fee as set by the Board from time to time as a condition to delivery of such replacement membership card.

CONSENT OF MEMBERS - REGISTER

(e) Every Member consents to the collection, use and disclosure of their name and address being placed on the applicable register for their class of Membership provided for herein for the purposes of notifying such Members of meetings, matters pertaining to maintenance and operation of the Livingston Amenities, with respect to the collection of fees as provided for herein and anything else related to the operation and management of the Company and the Livingston Amenities.

SPECIAL PROVISIONS RELATING TO LIVINGSTON AMENITIES

6. (a) Members shall have access to and be entitled to the use of the Company's Livingston Amenities in common with all Members subject to suspension of such rights:

(i) for breach of any Rule for the conduct of Members; and

(ii) for default by any Member in payment of any fees, dues, deposits or other sum owing to the Company.

(b) Members shall at all times comply with the Rules and act responsibly with respect to the Livingston Amenities, it being recognized that the maintenance and appearance of the Livingston Amenities is for the benefit of the Company and all its Members.

(c) The Company's board of directors, in accordance with the provisions of these articles, may from time to time amend the Rules. The directors shall cause the Company to forthwith notify all Members of any such amendments.

MEMBERS' MEETINGS

7. The first annual general meeting of the Members of the Company shall be held at such time, within sixteen (16) months from the date on which the Company is incorporated and at such place as the Directors may determine. Subsequent annual general meetings shall be held at least once in every calendar year and not more than sixteen (16) months after the holding of the last preceding general meeting, at such time and place as may be determined by the Directors.

8. (a) The general meetings referred to in the preceding clause shall be called annual general meetings, and all other meetings of the Company shall be called special general meetings. All meetings of Members shall be held in the City of Calgary, in the Province of Alberta;

(b) No Family Members shall be entitled to notice of or to attend any meeting, general, special or otherwise of the Company;

(c) Only Voting Members shall be entitled to vote on, or propose, or second resolutions at meetings of the Members; and

(d) Only Voting Members shall be entitled to notice of and to attend annual general meetings.

9. The Directors may, whenever they think fit, proceed to convene a special general meeting of the Company.

10. Where it is proposed to pass a special resolution, such notice as is required to be given by the *Companies Act* (Alberta), and in all other cases at least ten (10) days' notice specifying the day, hour and place of every Voting Members' meeting, and in case of special business the general nature of such business, shall be served in one of the manners hereinafter provided on the Voting Members registered in the Members' register at the time such notice is served or if a record date has been fixed by the Directors, on the Voting Members registered in the Register of Members at the record date as so fixed; PROVIDED ALWAYS that a meeting of the Members may be held for any purpose, at any time and at any place without notice, if all the Voting Members entitled to notice of such meeting are present in person or represented thereat by proxy or if the absent Voting Members shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Voting Member or the duly appointed proxies of a Voting Member. It shall not be necessary to give notice of any adjourned meeting.

11. Irregularities in the notice of any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non-receipt of any notice by any Voting Member or Voting Members, shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of such meeting.

PROCEEDINGS AT MEMBERS' MEETINGS

12. All business shall be deemed special that is transacted at a special general meeting. All business shall be deemed special that is transacted at an annual general meeting, with the exception of consideration and approval of the financial statements and the ordinary report of the Directors, auditors, and other officers, the election of Directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these Articles ought to be transacted at a general meeting. Special business or a special resolution may be passed at an annual general meeting provided the requisite notice has been given.

13. No business shall be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, the lesser of fifty (50) Voting Members or ten percent (10%) of the Voting Members, either personally present or represented by proxy shall be a quorum.

14. The president, or in his absence the vice-president (if any), shall be entitled to take the chair at every general meeting, or if there be no president or vice-president, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting, the Voting Members present shall choose another Director as chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Voting Members present shall choose one of their number to be chairman. The chairman at any meeting of Voting Members may appoint one or more persons to act as scrutineers.

15. If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned for thirty (30) minutes, and if at such adjourned meeting a quorum is not present, the Voting Members personally present or represented by proxy shall be a quorum.

16. Every question submitted to a meeting shall be decided in the first instance by a show of hands or otherwise as the chairman may direct and in the case of an equality of votes the chairman shall, both on a show of hands or otherwise have a casting vote in addition to the vote to which he may be entitled as a Voting Member.

17. (a) At any meeting unless a poll is demanded by the chairman or by ten percent (10%) of the Voting Members present, a declaration by the chairman that a resolution has been carried or carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(b) If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

18. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19. On a show of hands every Voting Member present in person, including the proxy or representative of a Voting Member, shall be entitled to the number of votes allocated to that Voting Member pursuant to the provisions hereof.

20. Votes may be given either personally or by a nominee appointed by a proxy.

21. A proxy shall be in writing in any effectual form under the hand of the appointer or of his attorney duly authorized in writing, and need not be attested. A person appointed proxy must be a Voting Member.

22. No proxy shall be valid after the expiration of twelve (12) months from the date of its execution unless it is otherwise specified in the instrument.

23. The proxy shall be deposited at the registered office of the Company or such other place as may be specified in the notice of meeting and at a time as the Directors may by resolution fix but not exceeding forty-eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote. If there is any default in this procedure for the deposit of such proxy it shall not be treated as valid.

24. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy with respect to which the vote is given, provided no intimation in writing of the death or revocation shall have been received before the meeting at the place where the proxies are to be deposited.

25. No Voting Member shall be entitled to be present or to vote on any question, either personally or by a nominee appointed by a proxy, or as the nominee appointed by a proxy for another Voting Member at any general meeting, or upon a poll, or to be reckoned in a quorum unless such Voting Member is a Member in Good Standing.

BORROWING POWERS

26. The Directors may from time to time at their discretion raise or borrow money:

(a) from Brookfield or others without limitation for the purposes of the initial construction of and the operating of the Livingston Amenities;

(b) from any person for the purposes of the Company's business in amounts in the aggregate not exceeding ONE HUNDRED THOUSAND DOLLARS ($100,000.00) plus the Adjustment Amount, at any one time. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2016, that sum of money equal to the product obtained by multiplying [the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) plus the cumulative total of

all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2017;

(c) from any person up to TWO HUNDRED THOUSAND DOLLARS ($200,000.00) plus the Adjustment Amount, for capital repairs or replacements, at any one time; and

(d) from any person for any other purpose and for any other amount provided that such borrowing is authorized by a duly passed ordinary resolution of the Voting Members.

DIRECTORS

27. The number of Directors shall be not less than three (3) or more than ten (10). Subject to the foregoing and to the provisions of articles 28 and 30, the number of Directors to be elected at any annual general meeting of Members shall be that number as determined by a majority vote of the Voting Members. Directors, except for Brookfield's nominees, must be Members in Good Standing.

28. The subscribers hereto shall be the first Directors of the Company and they (or their replacements from time to time as nominated by Brookfield) shall remain as Directors until that date which is the later of:

(a) six (6) months after the date on which Brookfield has transferred title to the last lands it owns in the Livingston Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Livingston Amenities have been fully repaid to Brookfield;

or such other date as Brookfield in its sole discretion may determine.

29. The Directors shall have power from time to time and at any time, to appoint any other person or persons as Directors, to fill a casual vacancy or vacancies to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Board may at any time remove such appointee from the Board.

30. Notwithstanding anything else contained in these Articles, and in addition to any other Directors which Brookfield is entitled to appoint from time to time pursuant to these Articles, at each general meeting at which Directors are elected, Brookfield shall be entitled to appoint, in total, three (3) nominees as Directors. Such Directors shall remain as Directors until that date which is the later of:

(a) the date on which Brookfield has transferred title to the last lands it owns in the Livingston Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Livingston Amenities have been fully repaid to Brookfield;

or such other date as Brookfield in its sole discretion may determine.

30.1 A Director, except for any nominee of Brookfield or any subscriber hereto, must be either:

(a) a Homeowner Member or a spouse of a Homeowner Member; or

(b) a Rental Member, or if the Rental Member is a corporation, then a director or officer of that corporation.

30.2 A Director, except for any nominee of Brookfield pursuant to article 28, must be a Member in good Standing or a spouse of a Member in Good Standing.

31. The Directors shall not be paid out of the funds of the Company by way of remuneration for their services as Directors.

32. A Director may retire from office upon giving five (5) days' notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

33. The office of a Director shall automatically be vacated:

(a) If he is found a lunatic or becomes of unsound mind;

(b) If by notice in writing to the Company he resigns his office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;

(c) If he be removed by resolution of the Company, as hereinafter provided;

(d) If he ceases to qualify under Article 30.1; or

(e) If he is convicted of an indictable offence.

34. A Director shall not be disqualified solely by his office as a Director from holding any other office with the Company and from contracting with the Company either as a vendor, purchaser or otherwise howsoever.

34.1 Every Director and Officer of the Company in exercising the Director’s or Officer’s powers and discharging the Directors or Officer’s duties shall:

(a) act honestly and in good faith with a view to the best interests of the Company;

(b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(c) comply with all applicable law including the *Freedom of Information and Protection of Privacy Act* (Alberta).

Nothing in this article 34.1 shall limit the provisions of articles 54 and 55.

35. At the first annual general meeting and at every succeeding annual general meeting, all of the Directors, howsoever appointed or elected, shall retire from office. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected. If at any general meeting at which an election of Directors ought to take place, no such election takes place, the retiring Directors shall continue in office until the annual general meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

36. A retiring Director shall be eligible for re-election.

37. The Company at every annual general meeting shall fill up the vacated offices by electing a like number of persons to be Directors, or in case any change in the number of Directors is made at any such meeting, by electing the number of persons to be Directors as required by these Articles.

38. The Company may, by special resolution of the Voting Members, at any time remove any or all of the Directors before the expiration of his or their period of office and by ordinary resolution appoint another or other qualified person or persons in his or their stead; and the person or persons so appointed shall hold office during such time only as the Director or Directors in whose place he is or they are appointed would have held the same if he or they had not been removed.

38.1 A Director will be deemed to have resigned if he or she is absent, without permission of the Board from three (3) consecutive Board meetings or from four (4) or more Board meetings in any twelve (12) month period.

REGISTER OF DIRECTORS AND MANAGERS

39. The Directors shall duly comply with the provisions of the *Companies Act* (Alberta), or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the keeping of the registers of the Directors and managers and their addresses and occupations, the signing of the balance sheet, the filing with the Registrar of Corporations an annual report and copies of special and other resolutions and of any change in the registered office or of Directors and, where applicable, the mailing of a form of proxy and the issuing of information circulars. Every Director consents to the collection, use and disclosure of their name, address and occupation to be placed on the applicable register or documentation

required for the Registrar of Corporations for the purposes of corporate governance and matters pertaining to the management and operation of the Association and the Livingston Amenities.

PROCEEDINGS OF DIRECTORS

40. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, and may declare the quorum necessary for the transaction of business, but until the Directors make such determination, one-half of the Directors shall be a quorum.

41. Subject to the provisions of Article 42, meetings of the Board of Directors shall be held in the City of Calgary, in the Province of Alberta unless all the Directors otherwise agree. The Directors may make regulations in regard to the manner and time that notice shall be given of such meetings. Until such regulations are made, meetings of the Board may be held at any time without formal notice if all the Directors are present or those absent have signified their consent in writing to the meeting being held in their absence; and notice of any meeting where notice has not been dispensed with, delivered, mailed, or emailed to each Director at his ordinary address two (2) days prior to such meeting, shall be sufficient notice of any meeting of the Directors. In computing such period of two (2) days the day on which such notice is delivered, e-mailed, mailed, telegraphed or telecopied shall be included, and the day for which notice is given shall be excluded. Notice of any meeting, or irregularity in any meeting or in the notice thereof, may be waived by any Director. The Directors may by resolution appoint a regular time and place for meetings, and no further or other notice of such time and place than the entry of such resolution upon the minutes of the meeting at which it was passed shall be necessary. Immediately upon the conclusion of the annual general meeting a meeting of the Directors may, in the discretion of the Board's chairperson, be held and no notice of such meeting shall be necessary.

42. Any Director may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and a Director participating in a meeting pursuant to this article shall be deemed to be present in person at that meeting and the meeting shall be deemed to have been held at such place in Canada as the Directors may from time to time determine.

43. The President may, or the Secretary shall at the written request of not less than twenty-five (25%) percent of the Directors, at any time convene a meeting of Directors.

44. Questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of an equality of votes, the chairman shall not have a second or casting vote.

45. The continuing Directors may act notwithstanding any vacancy in their number; but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors may act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

46. The Directors may approach one of their number to be chairman of the Board of Directors, and in the absence of such appointment the president for the time being of the Company shall be chairman of the Board. If the chairman is not present at any meeting at the time appointed for holding the same, the Directors present shall choose some one of their number to be chairman of such meeting.

47. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

48. The Directors may delegate any of their powers to committees consisting of such one or more member or members of the Board as they think fit and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated conform to any regulations from time to time imposed upon it by the Directors.

49. The meetings and proceedings of any such committee consisting of two (2) or more Members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, including the appointment of a quorum, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the preceding clause.

50. All acts done at any meeting of the Directors, or of a committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

51. A resolution in writing, signed by all the Directors, including electronic signatures fulfilling the requirements of the Electronic Transactions Act (Alberta), without their meeting together, (which may be executed in several counterparts) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, and shall be held to relate back to any date therein stated to be the effective date thereof.

MINUTES

52. The Directors shall cause minutes to be duly entered in books provided for the purpose:

(a) of all appointments of officers;

(b) of the names of Directors present at each meeting of the Directors and of any committee of Directors;

(c) of all resolutions made by the Directors and committees of Directors; and

(d) of all resolutions and proceedings of general meetings;

and any such minutes of any meetings of the Directors or of any committee of Directors, or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS

53. Subject to Articles 54 and 55 below, the management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Voting Members in general meeting; and without restricting the generality of the foregoing the Directors shall exercise general supervision of the affairs of the Company and may from time to time make rules and regulations in relation to the Company, and may at any time in like manner annul or vary any rules and regulations so made, and all rules and regulations so made and for the time being in force shall be binding on the Members, and shall have full effect accordingly; and without limiting the generality of the foregoing it is expressly declared that the following shall be deemed to be included as rules and regulations in relation to the Company within the meaning of this clause, that is to say, regulations:

(a) As to proof required from persons claiming to be eligible to be Homeowner Members, Family Members, Rental Members and Tenant Members;

(b) As to the rental charges to be payable by the Members including whether same will be payable annually, quarterly or otherwise, and the amounts thereof (including any charges for late payment), subject to Article 67(f);

(c) As to visitors and guests;

(d) As to the manner in which use of the Livingston Amenities by Members may be suspended or terminated.

(e) As to the use of the Livingston Amenities by Members; and

(f) As to committees of Members in connection with the management of the Company, and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees.

TEMPORARY REMOVAL OF OFFICERS' AND DIRECTORS' AUTHORITY AND RESPONSIBILITIES

54. The Livingston Amenities will be negotiated, designed, engineered and planned by Brookfield who has agreed to develop and construct such Livingston Amenities at its sole responsibility. Brookfield has also agreed, in accordance with the terms of the Livingston Management Agreement, to be responsible for the overall management of the Company and the management and operation of the Livingston Amenities for a limited period of time and to,

within a certain specified period of time, transfer the overall management of the Company and the operation and management of such Livingston Amenities to the Company providing that the Company does not hinder its efforts or increase the development, construction, management and operating costs for the Company or the Livingston Amenities by becoming involved in, investigating or interfering in or trying to exercise any authority or control in the overall management of the Company or in the development, construction, management and operation of the Livingston Amenities. The Company has agreed to this condition and in order to relieve its officers and directors from any responsibility that they may otherwise have in the proper exercise of their responsibility to protect the interests of the Company and its Members and any alleged resulting breach of fiduciary obligations, until both the operation and control of the Company and the Livingston Amenities have been formally transferred to the Company by Brookfield, the powers of the officers and directors of the Company to manage the business and affairs of the Company are hereby temporarily restrained and are transferred to Brookfield and such officers and directors are hereby released from such duties and from any liability for failure to otherwise exercise such duty insofar as such duty relates in any way to the investigation of, determination of and enforcing of the proper and adequate quality of design, engineering, planning, development, construction, maintenance and operation of the Livingston Amenities or overall management of the Company. Except as set out above, such officers and directors shall retain their normal and usual rights, duties and responsibilities and will on a limited basis as requested by Brookfield be involved in the operation of the Company and the Livingston Amenities.

54.1 Brookfield shall have the authority, as overall manager of the Company, to appoint officers who shall have such rights, duties and responsibilities as determined by Brookfield, until the date which is the later of:

(a) the date on which Brookfield has transferred title to the last lands it owns in the Livingston Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Livingston Amenities have been fully repaid to Brookfield.

55. It is hereby disclosed to all Members that Brookfield is a Member of the Company and officers of Brookfield may also be directors and officers of the Company. All Members of the Company do hereby unanimously agree to the provisions of Article 54 above and do hereby unanimously and entirely release Brookfield, the Company and the directors and officers of the Company from the legal results of any conflict that they or Brookfield may otherwise be in as a result of Brookfield and the Company entering into an agreement for the initial overall management of the Company and for the development, the initial management of, and delivery of the Livingston Amenities to the Company including from the legal consequences of the directors and officers of the Company being partially restrained from and being partially released from their normal and usual rights, duties and responsibilities as provided for in Article 53 above.

OFFICERS

56. The officers of the Company shall consist of a president, a secretary and a treasurer, or a secretary-treasurer and such other officers as the Directors may from time to time appoint, subject to Article 54.1. Any one person may fill more than one of the above offices.

Such persons holding such offices, besides fulfilling any duties assigned to them by the Directors, shall have such powers as are usually incidental to such offices.

57. The president shall be elected by the Board from amongst their number. The secretary and the treasurer or secretary-treasurer of the Company shall be appointed by the Board. The Board may appoint an assistant secretary, who shall be empowered to act in the absence of or under the direction of the secretary in the performance of the duties of the secretary. The Directors may appoint a temporary substitute for any of the above officers, who shall for the purposes of these Articles be deemed to be the officer for the position he occupies. This Article 57 is subject to the provisions of Article 54.1. Notwithstanding the foregoing, until the Effective Date, the president, secretary, and the treasurer, or the secretary treasurer of the Company shall be Directors who are nominees of Brookfield.

58. Any executive officer of the Company shall be entitled to attend any meeting of Members.

SEAL

59. The Company shall have a corporate seal which shall be of such form and device as may be adopted by the Directors, and the Directors may make such provisions as they see fit with respect to the affixing of the said seal and the appointment of a Director or Directors or other persons, to attest by their signatures that such seal was duly affixed.

NO DIVIDENDS

60. As the Company is formed solely for the purposes of promoting recreation and social communication amongst its Members and it is the intention of the Company to apply the profits, if any, or any other income of the Company in promoting its objects and as the Company is not formed with gain for its object, no dividend whatsoever and no part of the income of the Company shall be divided among, payable to or be available for the personal benefit of any of the Members of the Company.

RESERVES AND FUNDS

61. The Directors may budget for and may set aside any of the profits of the Company to create a reserve or reserves to provide for maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance reserve or for any other purposes whatsoever for which the profits or revenues of the Company may be lawfully used. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to place in such reserve.

62. The Directors may create a fund or funds out of the assets of the Company not greater in amount than the reserve or reserves as hereinbefore provided for and may apply the fund or funds either by employing them in the business of the Company or investing them in such manner as they shall think fit, and the income arising from such fund or funds shall be treated as part of the profits of the Company for the year in which such income arose. Such funds may be applied for the purpose of maintaining the property of the Company, replacing

wasting assets, meeting contingencies, forming an insurance fund or for any other purpose for which the profits of the Company may lawfully be used.

63. The Directors may from time to time increase or reduce any reserve or reserve fund in whole or in part and may transfer the whole or any part to surplus.

OPERATING COSTS OF COMPANY

64. The Directors shall implement a procedure to monitor and to determine the costs of operating the Company and the Livingston Amenities, and, without limitation, shall prepare for each fiscal year a detailed operating budget for the Company.

65. Not later than thirty (30) days prior to the commencement of each fiscal year of the Company, the Directors shall determine the net amount of these costs and of all anticipated other revenue, if any.

66. The Directors shall then determine the assessment rate of the annual rent charge for Homeowner Members and Rental Members in accordance with the following provisions:

(a) each Homeowner Member's annual assessment for each residential unit (including a condominium unit) shall be the same; and

(b) the annual assessment for each Rental Member shall be equal to the annual assessment for each Homeowner Member multiplied by the number of units in that Rental Member's rental project. Tenant Members will not be required to pay a separate assessment if the Rental Member in respect of their rental project has paid the full assessment due from that Rental Member;

67. If the Members' assessments as aforesaid which are actually received, together with the Company's other sources of revenue, if any, do not result in sufficient income to pay the costs of the Company, then the Directors shall increase its available cash in the following manner:

(a) if necessary, they shall borrow, on a short term basis, any funds required to meet the operating cash deficiency being experienced;

(b) they shall present a full report on the operating cash deficiency to the next annual meeting of the Company together with their recommendations for increasing the income of the Company including if so determined by the Directors increasing the annual rental charges to the Homeowner Members, the Rental Members and the Tenant Members;

(c) if they determine that addressing such deficiency should not await the next ensuing annual meeting, they shall call a special meeting of the Company to consider the matter;

(d) subject to (f) hereof, any increase in the principal amount of the Encumbrances (excluding any inflation adjustment as provided therein) must be approved by a majority of votes cast by Voting Members at a meeting of the Company and shall only be increased in the same ratio that then existing Encumbrances have one to another at the time of the meeting;

(e) all of the Members shall be bound by the decision of the Voting Members passed in accordance with these Articles and the Homeowner Members and Rental Members agree to the amendment of their Encumbrance in accordance with the decision of such meeting;

(f) while Brookfield is a Member, or until the Effective Date, whichever is later, any change in the annual rental charge or in the principal amount of the Encumbrances (excluding any inflation adjustment as provided therein), shall require the prior written consent of Brookfield; and

(g) if any Encumbrance has been foreclosed off of the title to the lot of a Member or has otherwise been taken off such title or if pursuant to a meeting of the Members, it has been agreed to register a new Encumbrance or a caveat giving notice of the change, the Homeowner Member or Rental Member agrees either to enter into any requested new Encumbrance to be registered against the title to his property or agrees to the filing of a caveat as referred to above and if he delays, fails, or refuses to complete the new Encumbrance the Company is hereby irrevocably appointed as his attorney on his behalf and for the Company's use and benefit, to sign and deliver such new Encumbrance in his place and stead.

Notwithstanding the foregoing or anything else in these Articles, the Directors shall cause the Company to execute and deliver an absolute postponement (in a form registrable under the *Land Titles Act* (Alberta)) of any Encumbrance in favour of a mortgage on a single family residential lot (including a condominium unit) in the Livingston Lands, upon the Company receiving a written request therefor from the mortgagee or mortgagor under such mortgage, or from their respective legal representatives; PROVIDED THAT this requirement to postpone shall only apply if the mortgage has been granted or made pursuant to the *National Housing Act* (Canada) or any act passed or enacted in amendment thereof or substitution therefor.

ACCOUNTS

68. The Directors shall cause true accounts to be kept of the sums of money received and disbursed by the Company and the manner in respect of which said receipts and disbursements take place, of all sales and purchases by the Company and of the assets and liabilities of the Company and of all other transactions affecting the financial position of the Company.

69. The books of account and accounting records shall be kept at the registered office of the Company or, subject to the limitations of the *Companies Act* (Alberta) in this regard, at such other place or places as the Directors think fit, and shall be open to inspection of the Directors.

70. The Directors shall from time to time determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company, or any of them shall be open to the inspection of any of the Members not being Directors, and none of the Members (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by the Company in general meeting.

71. The Directors shall lay before each annual meeting of the Voting Members financial statements and the report of the auditor to the Voting Members thereon. The financial statements shall:

(a) be approved by the Board of Directors and signed by two (2) of them;

(b) be for a period that ended not more than six (6) months before the annual meeting;

(c) be subject to the provisions of the *Companies Act* (Alberta) and contain a comparative statement (except in the case of the first statement) relating separately to the latest completed financial year preceding it; and

(d) be made up of:

(i) a statement of profit and loss for each period,

(ii) a statement of surplus for each period,

(iii) subject to the provisions of the *Companies Act* (Alberta), a statement of source and application of funds for each period, and

(iv) a balance sheet as at the end of each period with each statement containing the information required by the *Companies Act* (Alberta) to be disclosed in such statements.

72. Subject to the provisions of the *Companies Act* (Alberta), a copy of the financial statements and a copy of the auditor's report shall be sent to each Voting Member, by prepaid post, ten (10) days or more before the date of the annual meeting.

NOTICES

73. Any notice may be served by the Company on any of the Members either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Member as the same appears in the books of the Company, or if no address is given therein, to the last address of such person known to the secretary or, if permitted by law, by electronic means, to the last know email address of such person to the secretary. If no address is known to the secretary a notice posted up in the registered office of the Company shall be deemed to be well served on such person upon it being so posted up, and any notice sent by post shall be deemed to have been served on the day on which the envelope or wrapper containing the same is

posted. With respect to every notice sent by post, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into one of Canada Post Corporation's letter boxes.

74. Any notice or document delivered or sent by post or left at the address of any of the Members as the same appears on the books of the Company or posted in the registered office of the Company as hereinbefore provided shall, notwithstanding such person be then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served until some other person is entered in his stead in the books of the Company as one of the Members, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons interested with any one of such Members.

75. The signature on any notice to be given by the Company may be written, stamped, typewritten, printed or produced by such electronic means as may fulfill the requirements of the Electronic Transactions Act (Alberta) or otherwise permitted by law, or partly written, stamped, typewritten or printed.

76. Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it is otherwise provided, be counted in such number of days or other period.

77. A certificate of the secretary or other duly authorized officer of the Company in office at the time of the making of the certificate as to the facts in relation to the mailing or telegraphing or delivery or posting up of any notice to any Member, Director or officer or publication of any notice, shall be prima facie evidence thereof and shall be binding on every one of the Members, and a Director or officer of the Company, as the case may be.

78. It shall not be necessary for any notice to set out the nature of the business which is to come before a meeting of the Directors and it shall not be necessary for any notice to set out the business which is to come before a meeting of the Voting Members unless the same is special business.

79. A special general meeting and the annual general meeting may be convened by one and the same notice, and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

RECORD DATE

80. The Directors may fix a time in the future not exceeding thirty (30) days preceding the date of any meeting of Voting Members as a record date for the determination of the Voting Members entitled to notice of, and to vote at, any such meeting, and only the Voting Members of record in the Register of Members at the close of business on that date so fixed shall be entitled to such notice of, and to vote at, such meeting, notwithstanding any change of Voting Members on the Register of Members after any such record date fixed as aforesaid.

INDEMNITY

81. Except as otherwise hereinafter provided, every Director and officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all losses and expenses which any such Director or officer shall incur or become liable to by reason of any contract entered into or act or thing done by him as such Director or officer, or in any way in the discharge of his duties.

82. Any person made a party to any action, suit or proceedings by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Company, or of any corporation which is served by such Director or officer as such at the request of the Company, shall be indemnified by the Company against the reasonable expenses, including solicitor's fees, actually and necessarily incurred by him in connection with the defence of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such Director or officer is liable for gross negligence or similar misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled. None of the provisions hereof shall be construed as a limitation upon the right of the Company to exercise its general power to enter into a contract or undertaking of indemnity with or for the benefit of any Director or officer in any proper case not provided for herein.

83. No Director or officer of the Company shall be liable for the acts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for the loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty, or unless it is otherwise provided in a contract of service with such Director or officer.

DATED at the City of Calgary, this ___ day of _____, 2016.

NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Subscribers	Occupation	Address
_____ Jason Palacsko	Executive	4906 Richard Road SW Calgary, Alberta, T5J 0J1
_____ Les Glen	Executive	4906 Richard Road SW Calgary, Alberta, T5J 0J1

_____	Executive	4906 Richard Road SW
Brendan McCashin		Calgary, Alberta, T5J 0J1

_____

Witness to the above signatures
Print Name:

SCHEDULE "D"

LIVINGSTON ENCUMBRANCE

NOTE: Any Owner of the Lands that are subject to this Encumbrance will be responsible for all unpaid fees accrued from time to time including any amounts accrued and unpaid prior to the Owner's ownership of the Lands.

To secure an annual rent charge of FOUR HUNDRED DOLLARS ($400.00) plus the Adjustment Amount (as hereinafter defined), pursuant to the Land Titles Act: as Encumbrancer (hereinafter called the "Owner") being registered as owner of an estate in fee simple in possession, subject however, to such encumbrances, liens and interests as are notified by memorandum endorsed hereon or expressed or implied in the existing certificate(s) of title of that land situate in the Province of Alberta, Canada, being composed of:

[Legal Description of lot]

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Lands"), and desiring to render the Lands available for the purpose of securing the rent charge hereinafter mentioned to and for the benefit of Livingston Homeowners Association (hereinafter called the "Association"), as Encumbrancee, do hereby encumber the Lands in favour of and for the benefit of the Association with the annual rent charge of FOUR HUNDRED DOLLARS ($400.00) plus the Adjustment Amount (as hereinafter defined), for each twelve (12) consecutive months commencing the 1st day of January, 2017 to be paid to the Association in lawful money of Canada, at the Association's office at 4906 Richard Road SW, Calgary AB T3E 6L1 (or such other place in the said City as the Association may from time to time or at any time designate in writing) on or before the 1st day of January in each and every year thereafter. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2016, that sum of money equal to the product obtained by multiplying [the sum of FOUR HUNDRED DOLLARS ($400.00) plus the cumulative total of all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2017.

And the Owner does hereby covenant, acknowledge and agree that:

1. The true consideration for the granting of this Encumbrance and for the covenant to pay the rent charge hereby secured is the sale by the previous registered owner of the Lands to the Owner or the payment by the Association to the Owner of One ($1.00) Dollar and other good and valuable consideration (the receipt or sufficiency of which by the Owner being hereby acknowledged);

2. The Owner shall pay the said rent charge at the times and place hereinbefore set forth without deduction or defalcation; and that any amount in default shall bear interest at

the rate of five (5%) percent per annum in excess of the reference rate of interest referred to as the "prime business (prime rate)" as announced and adjusted by The Bank of Canada from time to time, calculated yearly not in advance and payment of such rent charge and such interest is secured by these presents;

3. The Association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the *Land Titles Act* (Alberta);

4. Any discretion, option, decision or opinion hereunder on the part of the Association shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or an executive officer of the Association or any officer or agent appointed by the Association for such purpose;

5. Any notice to be given by the Association to the Owner may either be delivered to the Owner's address or be forwarded by ordinary mail addressed to the Owner at the civic address of the Lands or to the last post office address of the Owner known to the Association and shall be deemed to have been received by the Owner when delivered or three (3) business days following the letter being deposited, postage prepaid, in a post office;

6. If any provision of this Encumbrance shall be 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 hereof shall be enforced to the fullest extent permitted by law;

7. All legal costs, as between a solicitor and his own client, and taxable court costs, incurred in respect to the enforcement of this Encumbrance are secured hereby, and shall constitute a charge on the Lands;

8. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Owner which import the singular number shall be read and construed as 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 that in 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;

9. These presents shall enure to the benefit of the Association its successors and assigns and shall be binding upon the Owner and the Owner's assigns and successors in title, PROVIDED HOWEVER that on conveyance of its interest in the Lands, provided it is not in default of these presents as regards the Lands, the Owner without any further written agreement, shall be freed and released of liability under its covenants and obligations contained herein;

10. The Owner shall require any purchaser or transferee of the Lands to execute in favour of the Association an encumbrance in the form of this Encumbrance, as a condition to any such purchase or transfer; and

11. The Owner shall not negative or modify the implied covenants and conditions contained in section 58(1) of the *Land Titles Act* (Alberta), it being agreed that this provision shall run with the Lands, binding the Lands and each and every part thereof, and each successor in title to the Lands from time to time.

IN WITNESS WHEREOF the Owner has subscribed, affixed the Owner's seal and delivered these presents as the Owner's deed, this 3rd day of June, 2016.

CARMA LTD.

Per: _____

Per: _____ c/s

SCHEDULE "E"

LIVINGSTON HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

(JUNE 21, 2016)

The Livingston Amenities are for the exclusive use of Members of the Livingston Homeowners Association (the "Association") and their guests, subject to any agreements for sharing access to the Livingston Amenities and/or other amenities entered into by the Association as provided for in the Memorandum of Association.

All such Members and their guests are permitted the use of the Livingston Amenities entirely at their own risk, and subject to the following rules and regulations:

GUESTS:

Each Member (excluding Family Members) is permitted a maximum number of 5 guests at any one time. All guests must at all times be accompanied by a Member. A Family Member under the age of 16 years may not have more than two (2) guests at any one time.

Homeowner Members and Tenant Members are at all times responsible for the actions of their Family Members and their guests or their Family Members' guests, including their compliance with these Rules and Regulations.

PROHIBITIONS:

No person shall at any time have or take on the Livingston Amenities which are owned by the Association, whether or not those Amenities are on public or private lands:

- any glass bottles;
- any other glass product;
- any intoxicating liquor (except in specifically designated areas as determined by the Association), drug or similar substance;
- any animal (except in designated areas);
- any bicycle or other vehicle (except in designated areas);
- any open fire (except in specifically designated sites).

OUTDOOR ACTIVITIES:

The Association may from time to time prescribe rules with respect to outdoor activities conducted on the Livingston Amenities including hours of operation, requirement of supervision by an adult, requirements for safety equipment, and any other rules or regulations in association with the outdoor activities as determined by the Association.

TRASH:

All trash shall be deposited in the receptacles provided or shall be carried away by the Member from the Livingston Amenities.

AMENDMENTS:

The Association shall have the right, in accordance with the Association's articles of association, to make amendments to these Rules and Regulations (including such other and further reasonable Rules and Regulations) as in its judgment may from time to time be needful for the safety, care and cleanliness of the Livingston Amenities, and for preservation of good order therein. A copy of the current rules and regulations, with changes, shall be kept by the Association's secretary, who shall provide a copy thereof to any Member on request.

ARTICLES:

These Rules and Regulations shall at all times be subject to the provisions of the Association's articles of association, including article 6 thereof.

All capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to them in the Association's articles of association.

ENFORCEMENT:

The Association, or its authorized representatives, shall be responsible for receiving complaints, investigating those complaints and arranging for the issuance of citations for violations of the Rules and Regulations and take any such further action as may be provided for in the Articles and these Rules and Regulations as may be necessary or appropriate to enforce compliance with the Rules and Regulations including without limitation the imposition of fines.

Parents, guardians or responsible parties of minor children are responsible for their minor children and/or their minor children's guests who violate these Rules and Regulations.

In addition to any fine or penalty prescribed for herein, a Member who violates these Rules and Regulations shall be subject to any other remedy available to the Association at law or equity.

Imposition of fine or penalty

The Association has provided for specific fines and penalties for violations of these Rules and Regulations as provided for in the Schedule of Fines and Penalties as determined by the Association's Board from time to time. Additionally, the Association may establish fines for infractions of Rules and Regulations that are not covered under the Schedule of Fines and Penalties.

Failure of Member to pay fine

In the event the fine is not paid within the time required by the Schedule of Fines and Penalties, the Association has the right to proceed to take further legal action including without limitation suspending the Member's rights of access and use of the Livingston Amenities.

GENERAL:

If any provision of these Rules and Regulations is determined by a court to be unenforceable, then the remaining provisions shall nevertheless remain enforceable to the fullest extent permitted by law.

LIMITATION OF LIABILITY:

The Association, its affiliates and their employees, officers and directors (collectively the "Released Persons") will not be liable for any personal injuries, or any damage, loss or theft of personal property howsoever caused that is sustained by any Member of the Association or their guests. This clause applies whether the injury, loss, or damage to person or property is caused by any act of negligence or omission of the Association, or any employee, or any other person.

By using the Livingston Amenities, the Member and each guest voluntarily assumes all risks to themselves, or to personal property arising from use of the Livingston Amenities, and waive any claims against the Released Persons (or any of them) which may arise as a result of any loss, damage, personal injury, death, or property damage suffered during the use of, in or about the Livingston Amenities. Each Member is further required to inform any member of his or her family or any guest of the conditions set out above, prior to their use of the Livingston Amenities.

In the event that any Released Person is liable for gross negligence, such liability is limited to the limits set out in the Association's policy of insurance at the time the claim arises.

This limitation of liability is obtained by the Association for the Association's benefit and as agent for the Released Persons.