

Seton 116
Phased Townhouse Condominium Project
Calgary, Alberta

TABLE OF CONTENTS

- SECTION 1: Purchase Agreement, which includes:
- the names and address for service of the developer
 - ~~details of leases for projects with leased land~~ (not applicable)
 - name and address of prescribed trustee
 - statement as to occupancy dates
 - floor plan for unit being sold (attached as schedule)
- SECTION 2: Condominium Plan (or proposed condominium plan) together with:
- the project site plan
 - model plans
 - Standard Insurable Unit Description and project specifications
 - a description of the completed common property
 - phased development disclosure statement
- SECTION 3: Bylaws (or proposed Bylaws) of the condominium corporation;
- SECTION 4: Other Documents related to the purchase, namely:
- proposed condominium management agreement
 - ~~recreational agreement or proposed recreational agreement~~ (none)
 - ~~land lease~~ (not applicable)
 - ~~mortgage affecting titles transferred to purchaser~~ (none)
 - ~~mortgage affecting unit owned by condominium corporation~~ (none)
 - home warranty insurance contract (common property)
 - ~~description of previous use of the building~~ (not applicable)
 - ~~building assessment report and reserve fund report~~ (not applicable)
 - ~~list of fees, rents or other charges that the corporation is required to pay to the developer or a third party for the use of any units, proposed units or other real or personal property~~ (not applicable)
 - certificate of title showing developer owns (or has the right to acquire) land
 - description of roads, utilities, services or delivery and distribution systems that are to be paid for by the corporation or are required to be repaired, maintained or replaced by the corporation;
 - ~~statement re intent to re-divide bare land units~~ (not applicable)
 - ~~description of other fees the developer will charge purchasers~~ (none)
- SECTION 5: Budget documents, namely:
- the proposed budget for 1st year of operations
 - allocation of unit factors and estimated condominium fees
 - statement concerning maintenance/occupancy fees paid to developer during move-in stage (i.e. before board adopts condo fees)
 - ~~estimate of changes in condo expenses due to phasing~~ (none expected)

SECTION 1: PURCHASE AGREEMENT

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.

This document contains the terms of an agreement made between:

Seton 116 Ltd.
550 - 91 Street SW
Edmonton, Alberta T6X 0V1
legal@rohitgroup.com

and

presently of:
Telephone:
Email:

(the "Purchaser")

(the "Developer")

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. _____;
Civic Address: _____;
Titled Parking Stall No. _____;
Legal Description: Condominium Plan No. _____, Unit(s) _____;
in a condominium project to be known as Seton 116 located near 562 Seton Circle SE, Calgary, AB; and
- b) the shares in the common property allocated to the unit(s).

(collectively the "Unit")

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* and Regulations. The parties consent to the use of electronic means for purposes of meeting the disclosure requirements.

1.3 A copy of the floor plan and the construction specifications for the Unit are attached to this agreement.

2. Payment

2.1 The Purchaser agrees to pay for the Unit as follows:

Purchase Price (not including GST)	\$ _____
plus GST (calculated @ 5%)	+ _____
minus estimated GST rebate claimed through the Developer	- _____
Total Purchase Price (including net GST)	\$ _____
less deposit paid	- _____
additional deposit (due on or before _____)	- _____
Balance required to complete	\$ _____

Value of Upgrades included in Purchase Price exclusive of GST: _____

3. Occupancy Date Statement

3.1 As specified in paragraph 8.3, the Developer cannot guarantee a possession date until construction is well underway. For purposes of the regulations passed under the *Condominium Property Act*, the Developer now specifies that the Unit will be ready for occupancy by the Purchaser within the following range of dates:

Earliest possible calendar date: _____

Latest possible calendar date: _____

Purchaser Initials

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

Signed by the Purchaser in the presence of:

Witness:

Purchaser:

Purchaser:

Date signed:

Signed by the Developer in the presence of:

Seton 116 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 Purchaser and the Developer agree to use reasonable efforts to satisfy their respective conditions.

4.4 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 deposit shall be promptly returned to the Purchaser if:

- a) the Developer does not accept this offer within 7 days;
- b) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times;
- c) the Developer has not removed its conditions set out in this agreement, within the specified times; or
- d) the Purchaser cancels this agreement within 10 days as allowed by the *Condominium Property Act*.
- e) the Developer has not obtained a building permit (for the building in which the Unit 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 deposit, neither party has any further recourse under this agreement.

5.4 The *Condominium Property Act* specifies that customer 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 **Edward J. Davies of Parker Dubrule Szaszkiwicz LLP (PDS Law)** of #202, 18332 Lessard Road NW, Edmonton AB T6M 2W8.

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 Unit 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 use of the Unit. 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 gives the Purchaser notice of the changes as required by section 13.1 of the *Condominium Property Act*.

8. Warranty

- 8.1 The Developer agrees to enroll the project with a third-party warranty provider approved under the *New Home Buyers Protection Act*. As such, the Unit will carry the customer protection package specified by the warranty provider, summarized as follows:
- a) 1-year warranty on Workmanship and Materials;
 - b) 2-year warranty on Delivery and Distribution Systems;
 - c) 5-year warranty on Building Envelope; and
 - d) 10-year warranty on Structural components.
- 8.2 A copy of the applicable warranties is included in the Other Documents section of the Developer's disclosure package. All other warranties are excluded.
- 8.3 Any disputes arising under this agreement shall be settled using the dispute resolution procedure created by the *New Home Buyer's Protection Act*.

9. Closing Date and Possession

- 9.1 The Unit is part of a project with several units. The Developer is entitled to delay construction of the Unit until purchasers have been found for at least 50% of the units in that phase of the project.
- 9.2 The Developer must, in any event, ensure that the Unit is ready for occupancy within the range of dates set out in the Occupancy Date Statement.
- 9.3 Although the Developer cannot guarantee a possession date until construction is well underway, the Developer agrees to give the Purchaser 35 days written notice of the date the Unit will be ready for occupancy. That date will be the "**Closing Date**".
- 9.4 The Purchaser acknowledges that the Unit could be ready for occupancy even though certain seasonal items (exterior paint, concrete work, decks, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.
- 9.5 The Purchaser agrees to complete the purchase on or before the Closing Date.
- 9.6 The Developer agrees to give the Purchaser vacant possession of the Unit on the Closing Date, as long as the entire purchase price has been paid.

10. Transfer of Title

- 10.1 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 their own legal costs.
- 10.2 The Developer will ensure that title to the Unit will be free of all encumbrances except:
- a) any non-financial encumbrances registered by neighbouring landowners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters; and
 - b) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process.
- 10.3 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

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 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.

- 10.4 If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer 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.).
- 10.5 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*. Accordingly, unless extraordinary circumstances exist, the Developer will not be required to hold back funds under the *Prompt Payment and Construction Lien Act*.
- 10.6 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%. The Developer may, upon notice, use any other remedies available to it arising from the Purchaser's failure to complete the purchase.
- 10.7 The Developer confirms that it is a resident of Canada. Non-resident holdbacks do not apply.

11. Notices

- 11.1 The parties may give each other written notices under this agreement:
 - a) by email using the email address shown on this purchase agreement, or
 - b) by regular mail using mailing address shown on this agreement.
- 11.2 Either party may change its address for notices by providing a written notice to that effect.

12. Goods & Services Tax

- 12.1 The Purchase Price of the Unit 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 the Developer. If the Purchaser is not entitled to the New Housing Rebate the Purchaser will:
 - a) pay the Developer an amount equal to the Rebate which would otherwise have been paid;
 - b) be free to claim any GST rebates available to owners of rental properties.
- 12.2 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.

13. Miscellaneous

- 13.1 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.
- 13.2 The parties agree to deal fairly with each other concerning resolution of disputes. If direct resolution of a dispute is not achieved, the parties agree to use the mediation services offered by the Alberta New Home Warranty Program. The parties may initiate, but may not pursue, other forms of dispute resolution unless the mediation process has been unsuccessful.
- 13.3 The Developer is allowed to forward the Purchaser's contact information to various parties directly connected with this transaction, including material suppliers, subtrades, warranty provider, lenders, lawyers, and anyone else who needs the Purchaser's contact information to carry out their part of the transaction.

- 13.4 On marketing materials, Unit sizes have been estimated using standards developed for rental buildings (i.e. Unit areas include all of exterior walls, half of party walls, nothing for garages or Unit's share of common property). On the registered condominium plan, Unit sizes are likely to be based on interior measurements only.
- 13.5 The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this agreement.
- 13.6 This agreement is governed by the laws of the Province of Alberta, without regard to conflict of law principles that would require the application of the laws of another jurisdiction. Subject to paragraphs 7.3 and 12.2, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta.

14. Entire Agreement

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

Important Information regarding your Condominium in Seton 116

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.

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Our Bold Vision

Expand across North America,
enriching the communities
that we serve.

Bold Goes Further.

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SECTION 2: CONDOMINIUM PLAN

REGISTRAR
LAND TITLES OFFICE

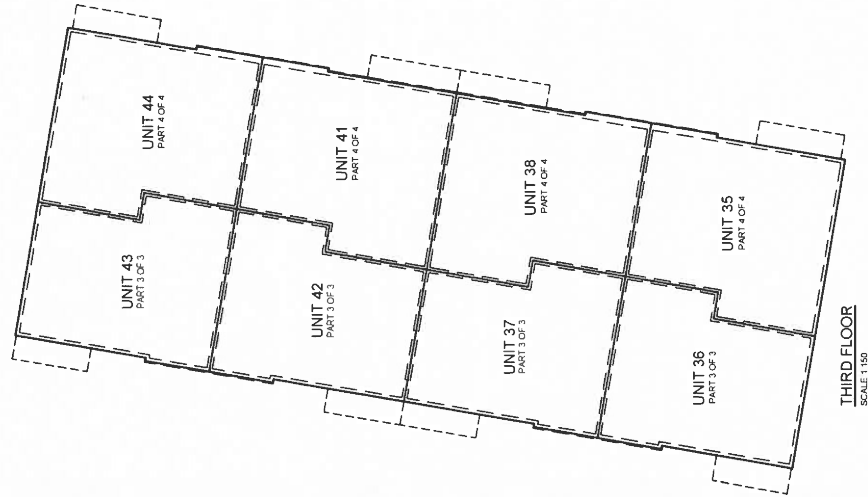
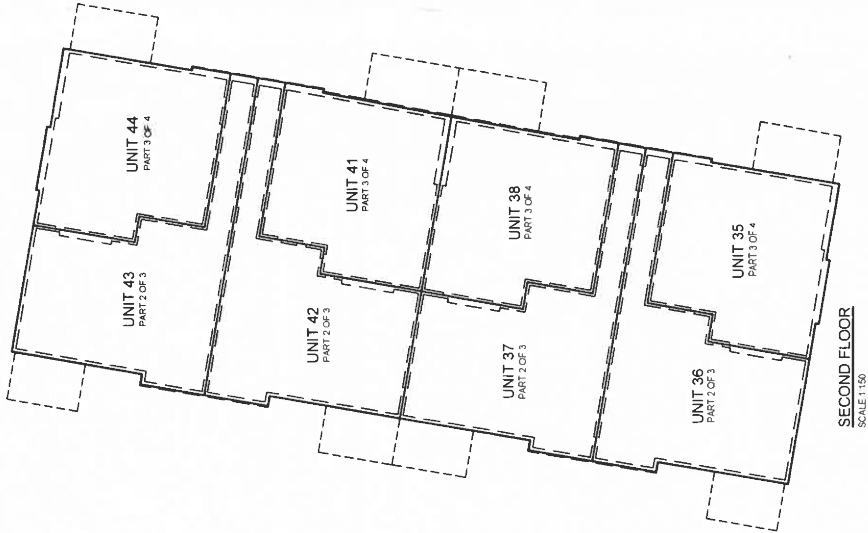
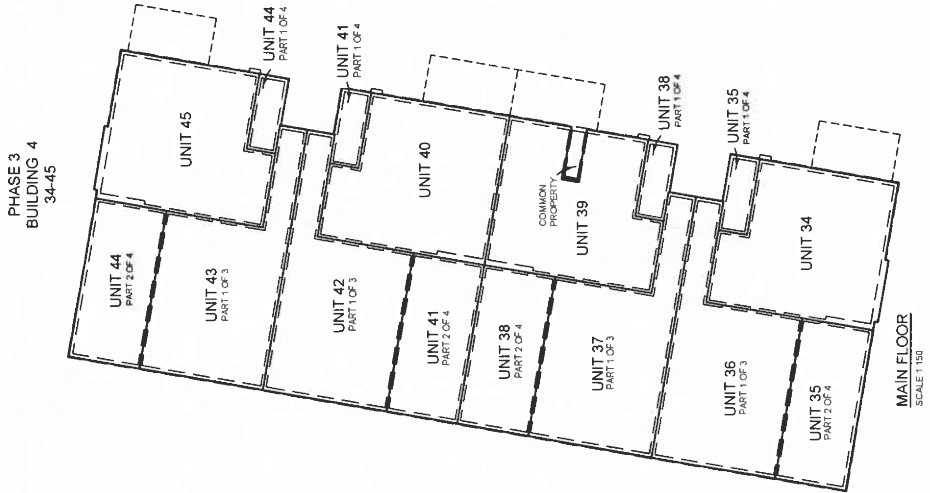
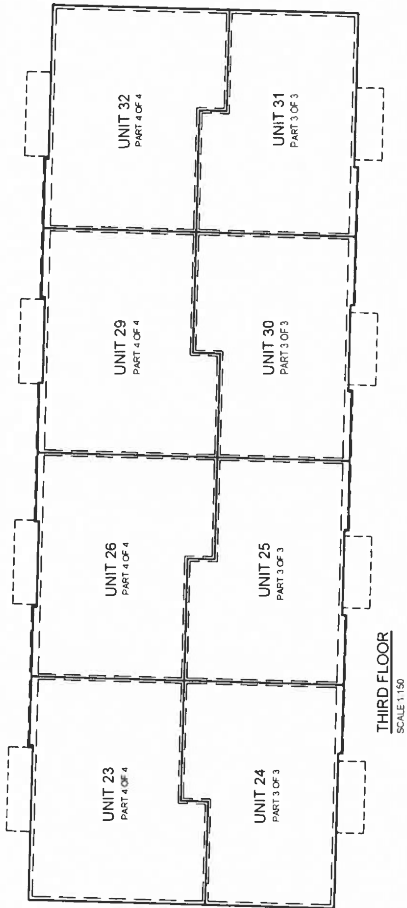
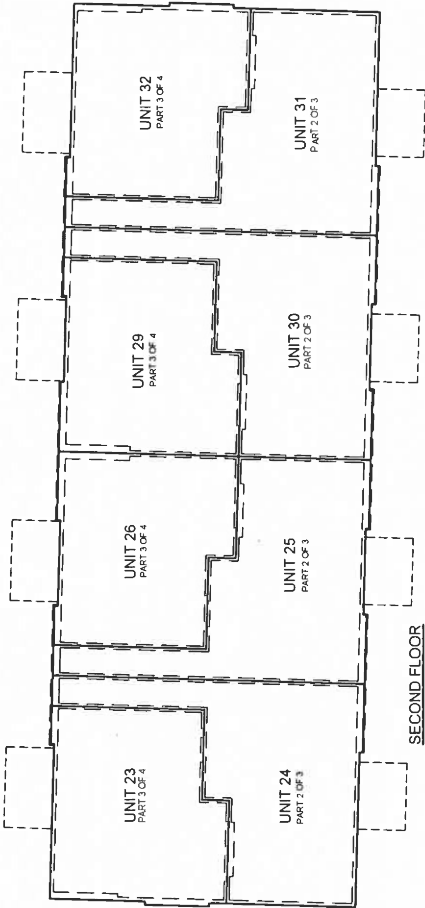
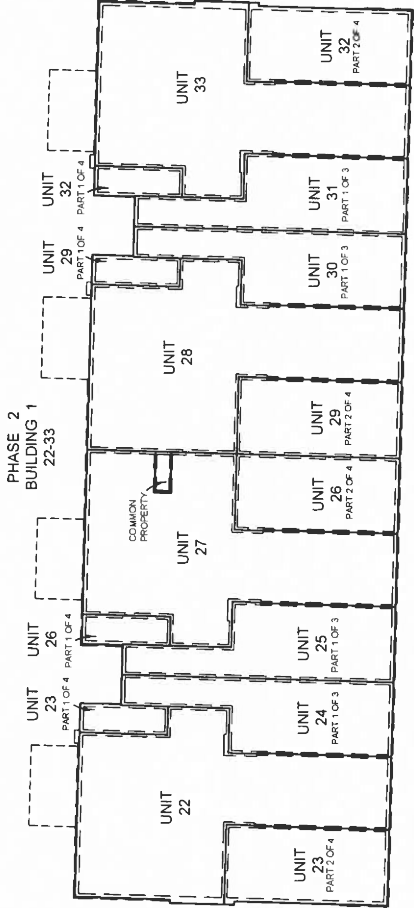
PLAN NO. _____

ENTERED AND REGISTERED
ON _____

INSTRUMENT NO. _____

AD REGISTRAR

SHEET 2 OF 5



REGISTRAR
LAND TITLES OFFICE

SHEET 3 OF 5

PLAN NO.

ENTERED AND REGISTERED

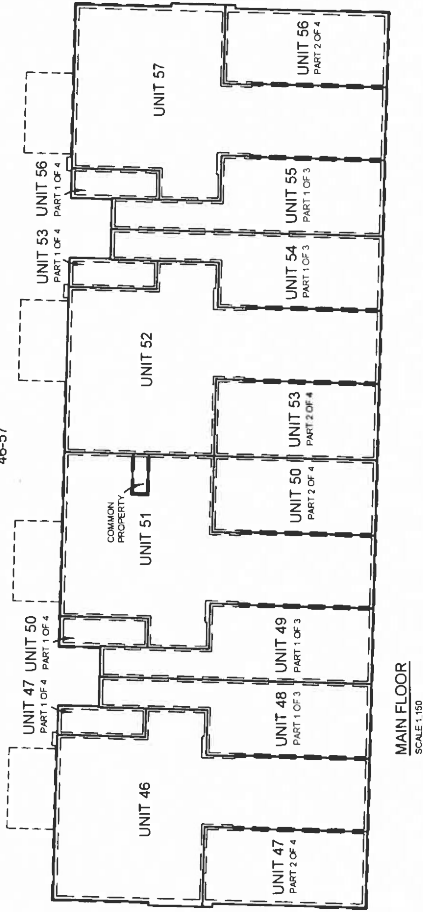
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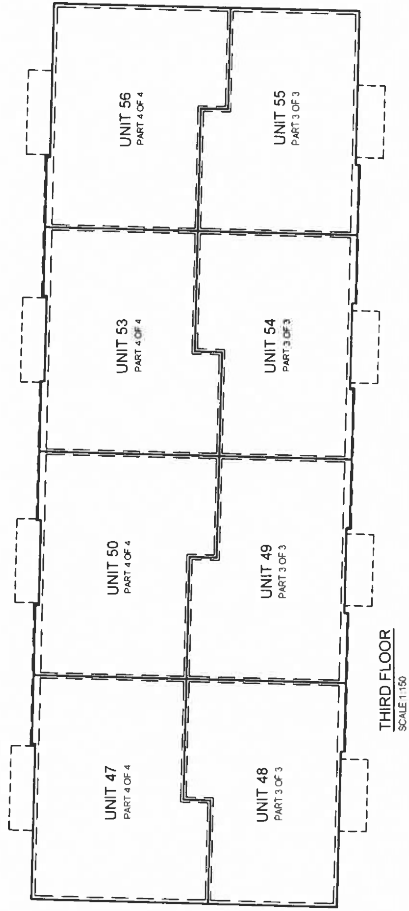
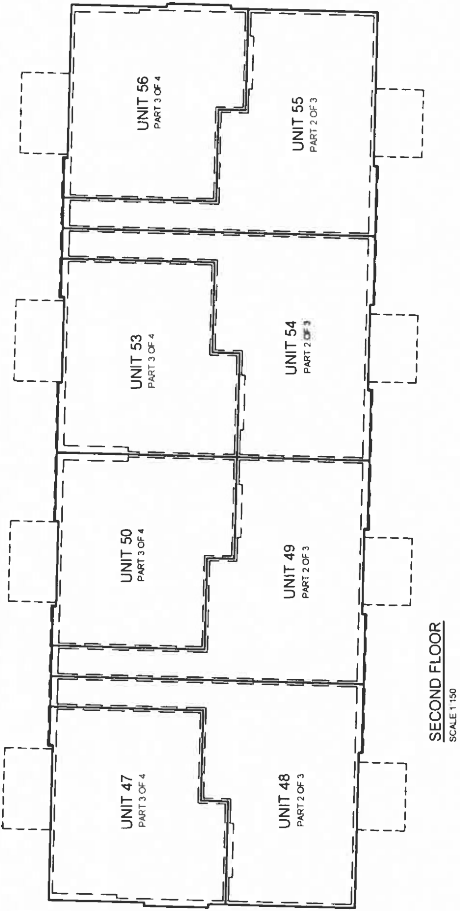
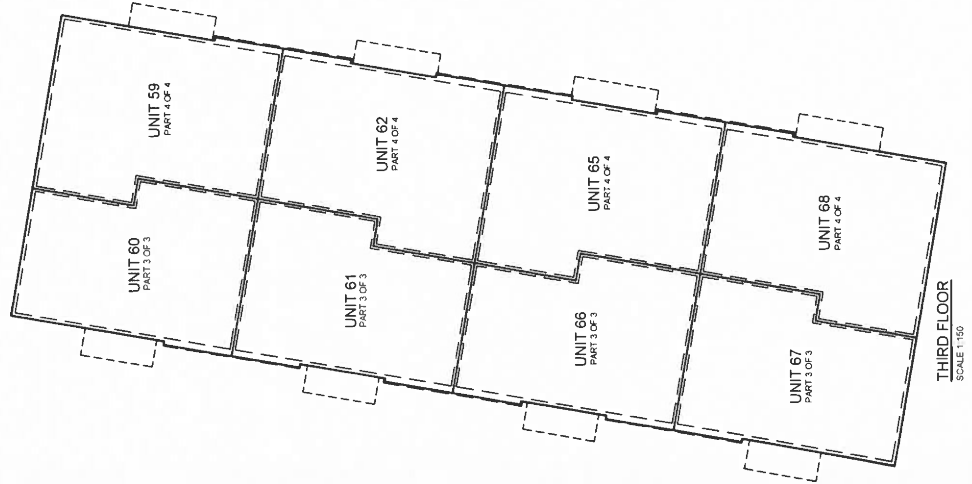
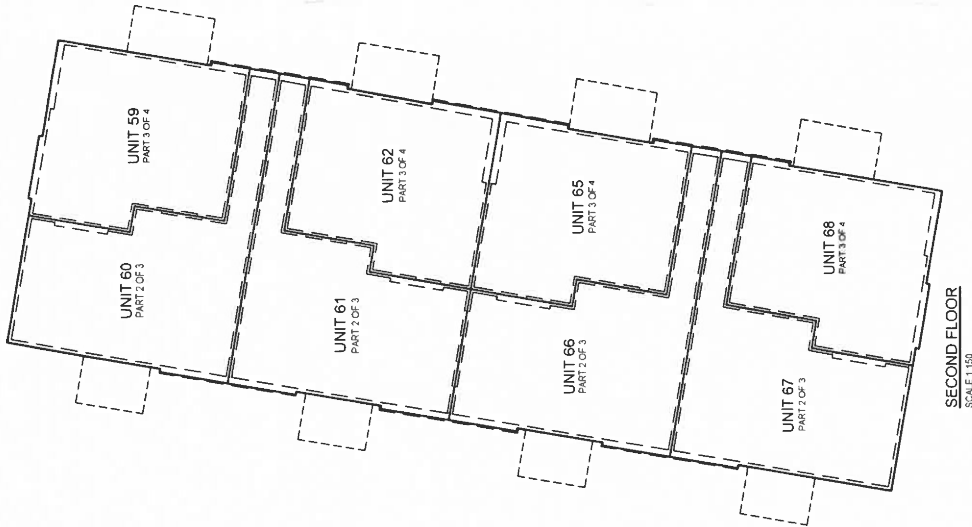
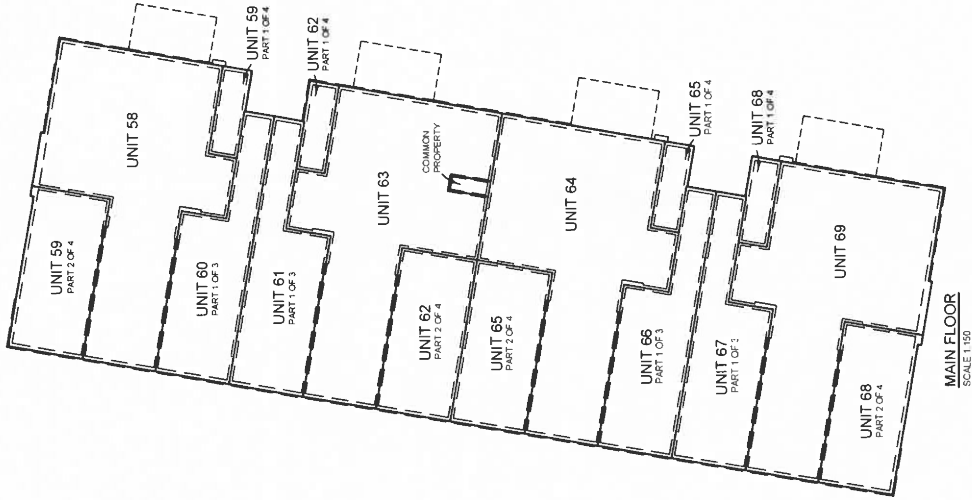
A.D. REGISTRAR



PHASE 4
BUILDING 2
46-57



PHASE 5
BUILDING 5
58-69



REGISTRAR
LAND TITLES OFFICE

PLAN NO. _____

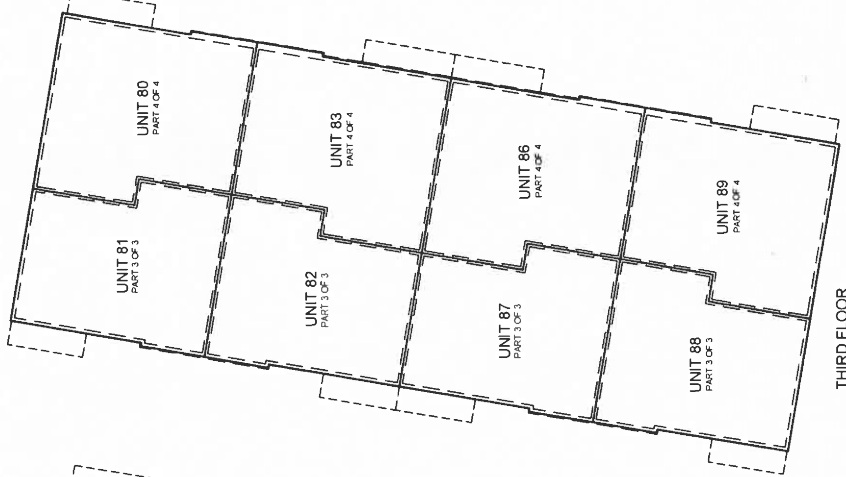
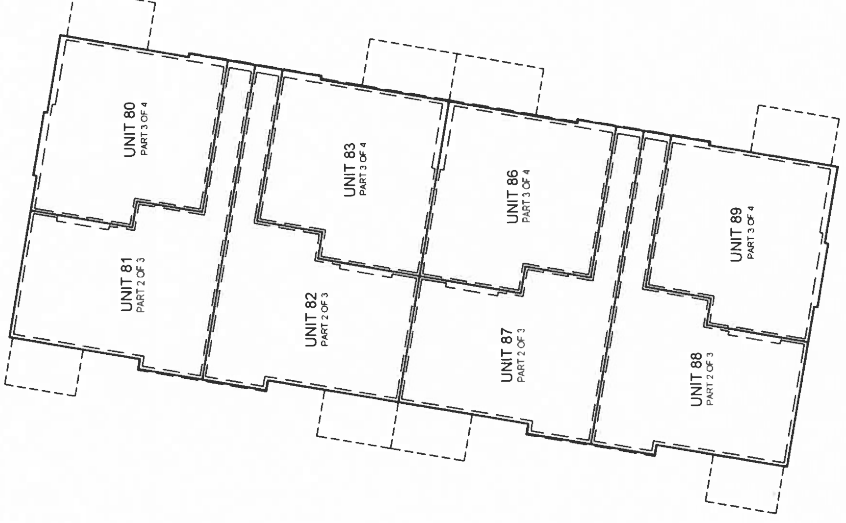
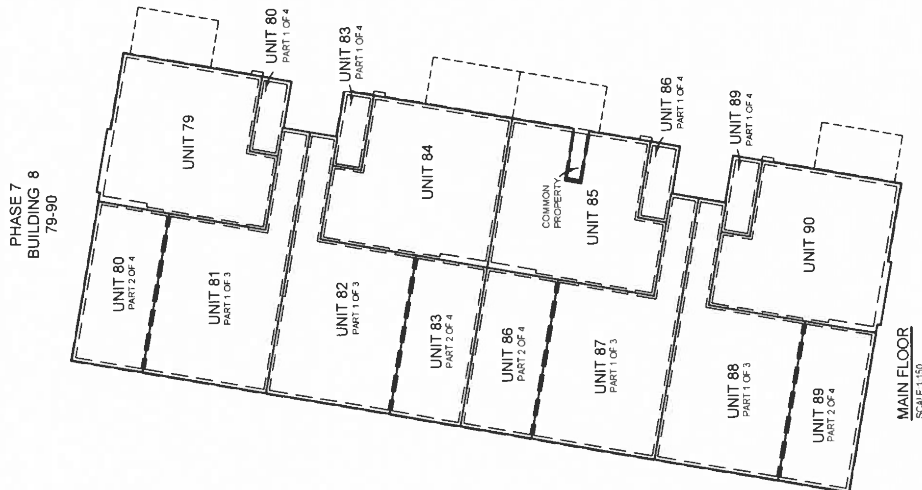
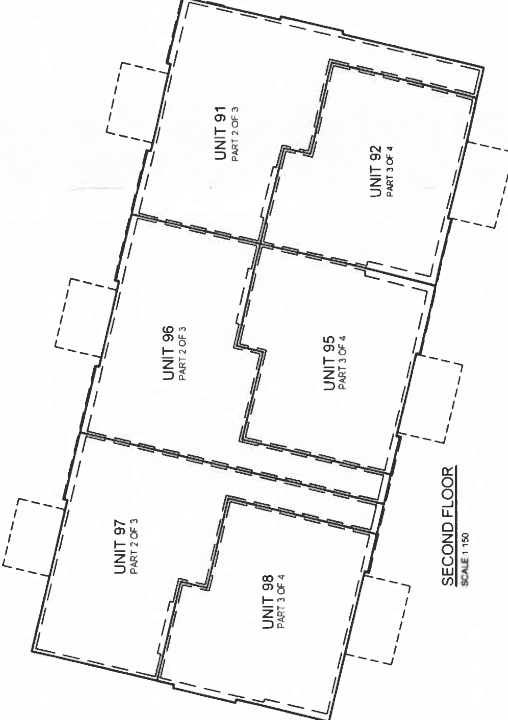
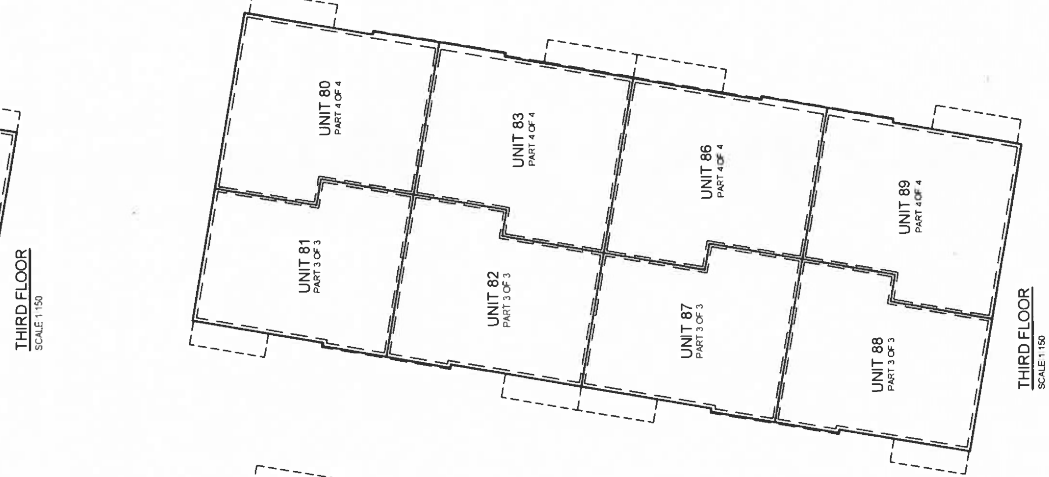
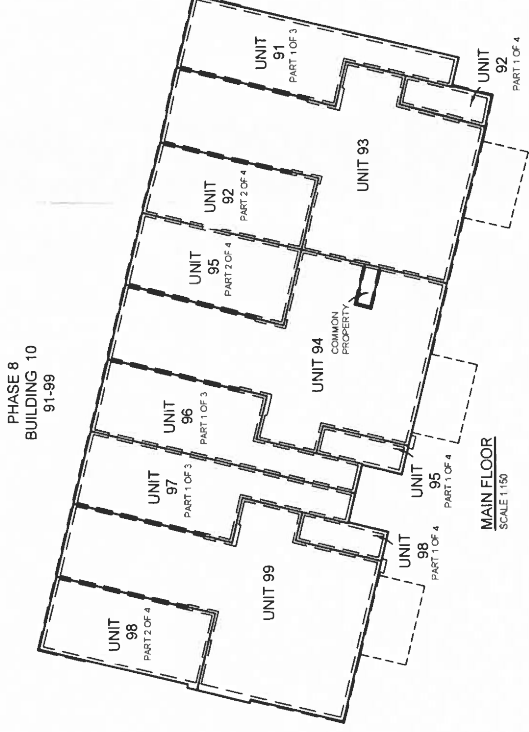
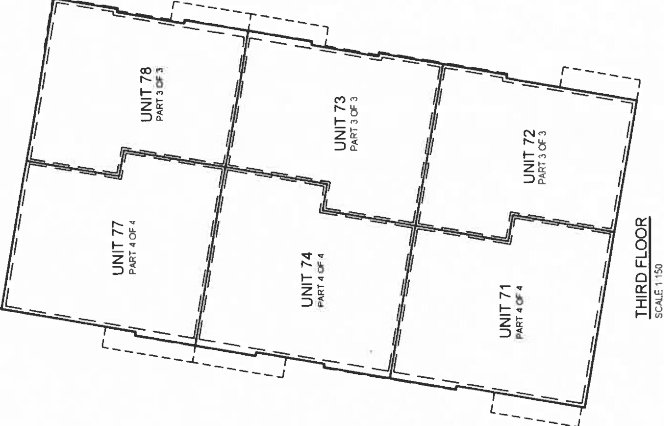
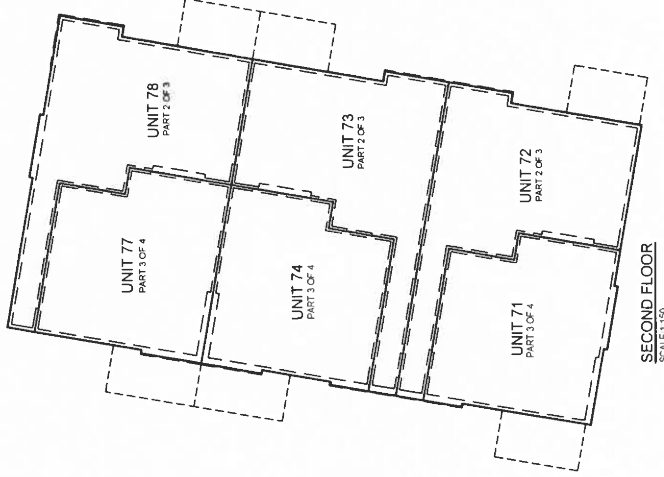
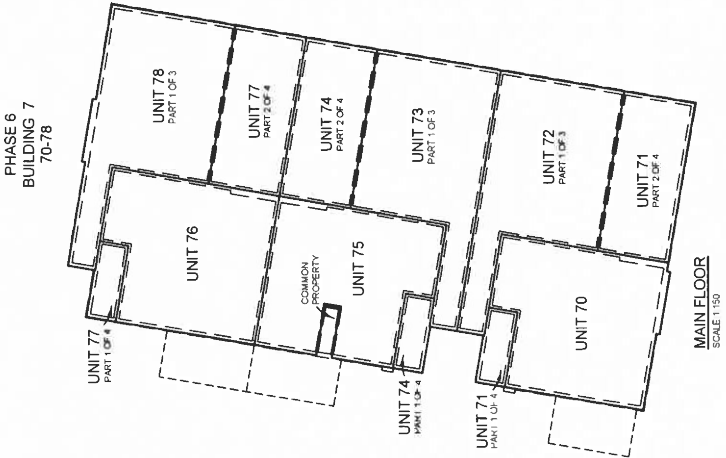
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A.D. REGISTRAR

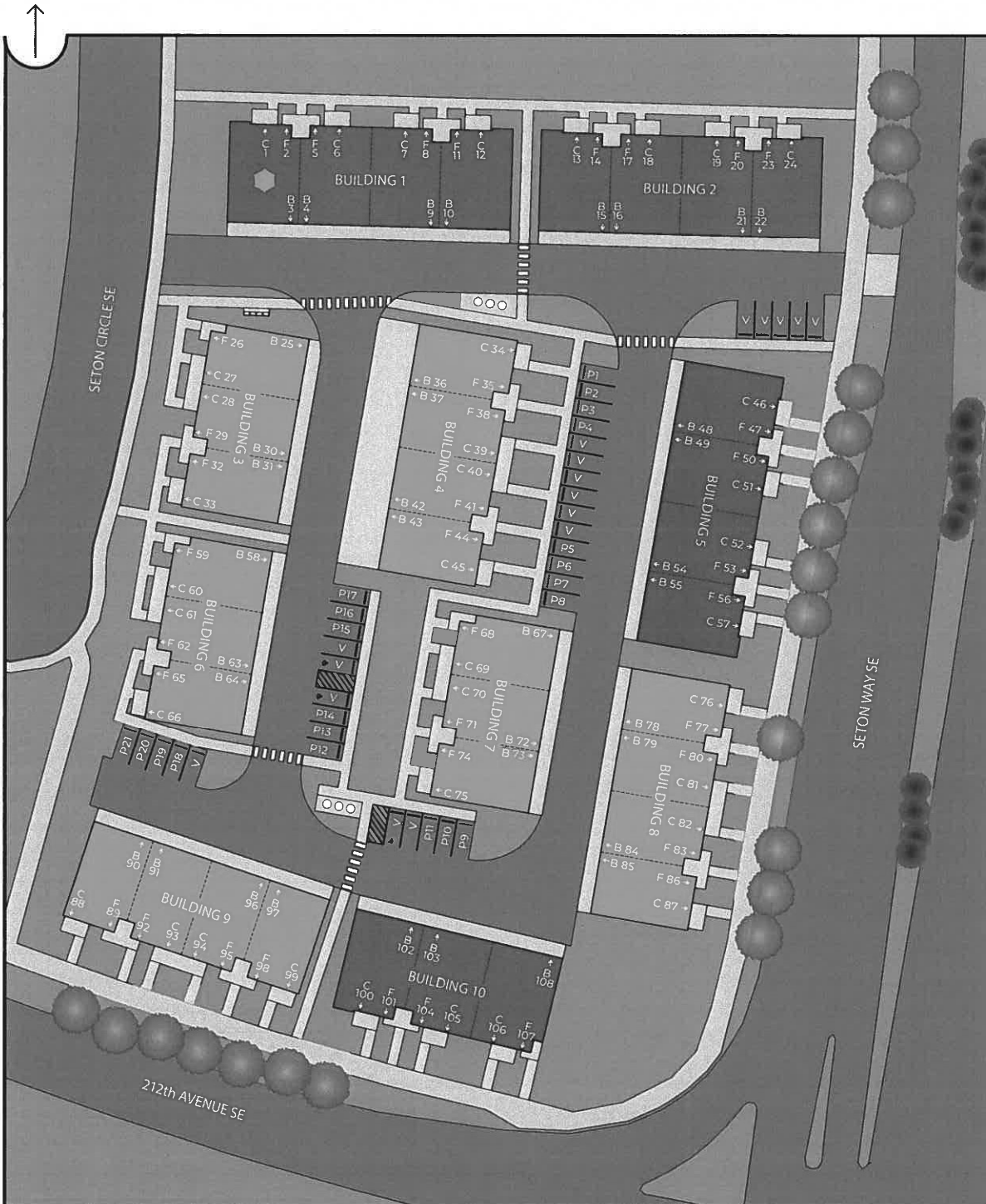
SHEET 4 OF 5



seton 116

magazine-worthy townhomes

site map



LEGEND

- Essential 1.5 Models
Birch
Cedar
Fen
- Essential 2.0 Models
Bergen
Cali
Ferrara
- Showhome

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 October 21, 2022.

• our homes have been purposefully designed
to help you feel better about where you live

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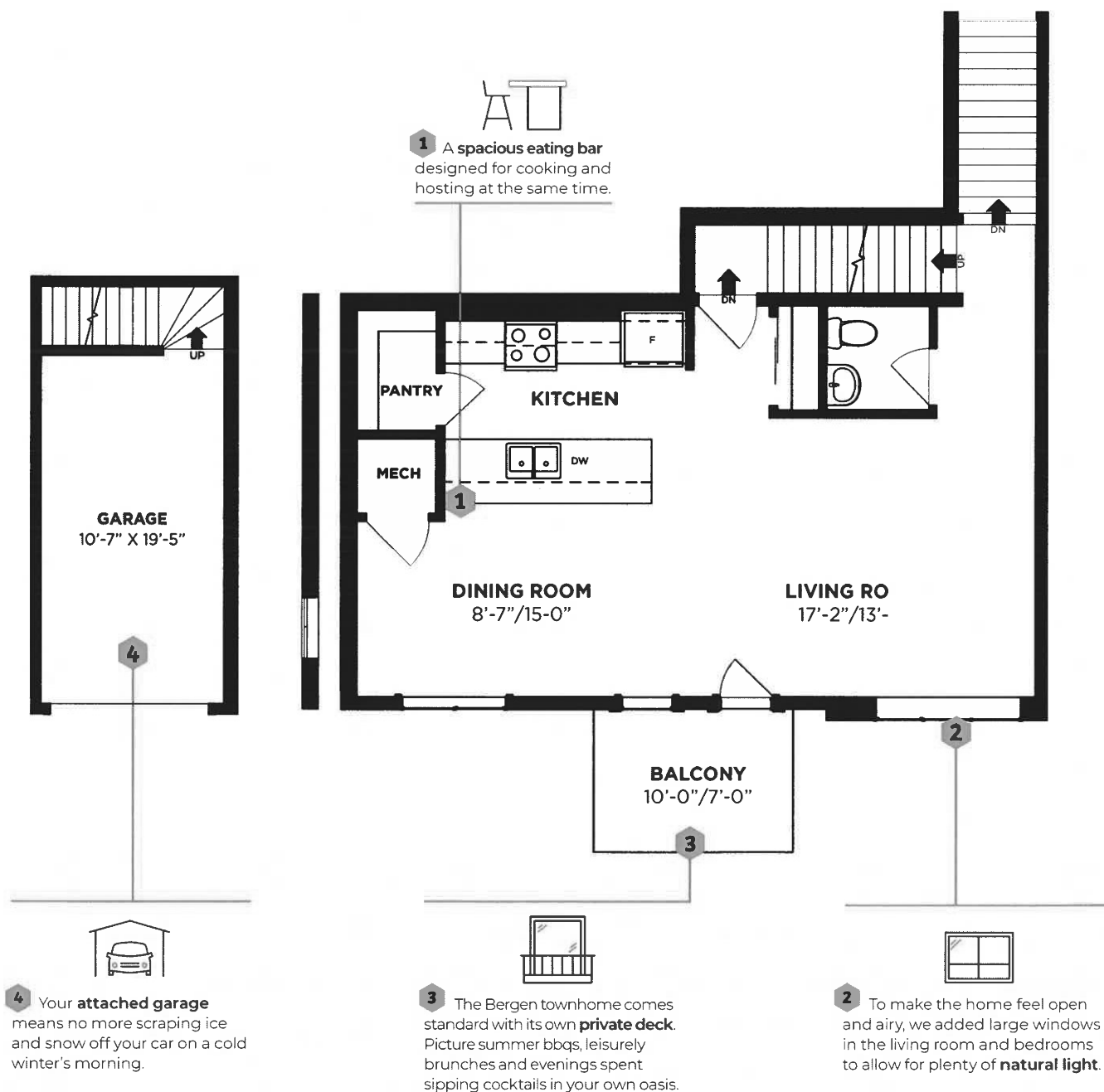
the bergen

a magazine-worthy townhome at Seton 116

3 Bed | 2.5 Bath | 1496 sq ft

Main Floor Features

797 sq ft, 9' ceilings



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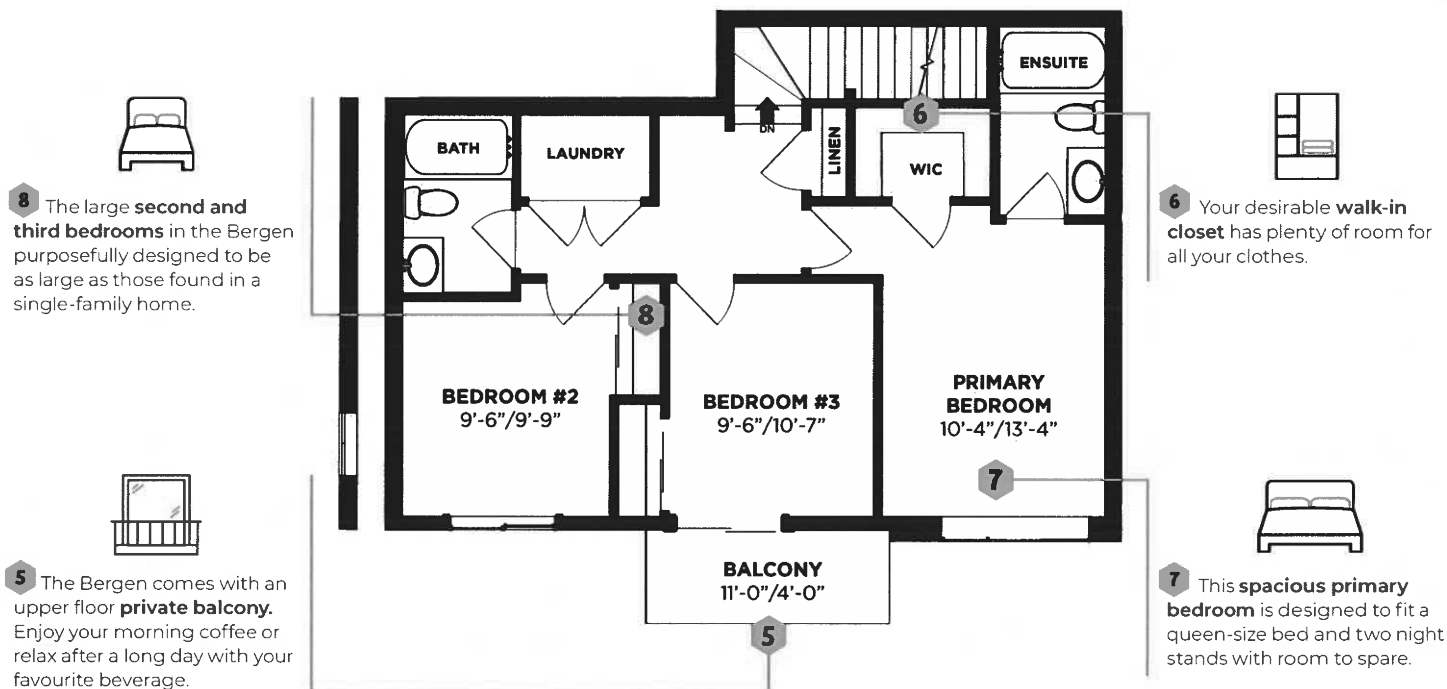
the bergen

a magazine-worthy townhome at Seton 116

3 Bed | 2.5 Bath | 1496 sq ft

Upper Floor Features

699 sq ft



Why Rohit?

Our difference is in the designer details

Every element of our **Designer Interiors** has been added for a reason. From the light fixtures down to the hinges, everything in a Rohit Communities home works together so our customers can live in a space that looks amazing and makes everyday life easier through functional design. With over 30 years of experience building award-winning homes, we're pleased to offer designer homes that help everyone feel better about where they live.

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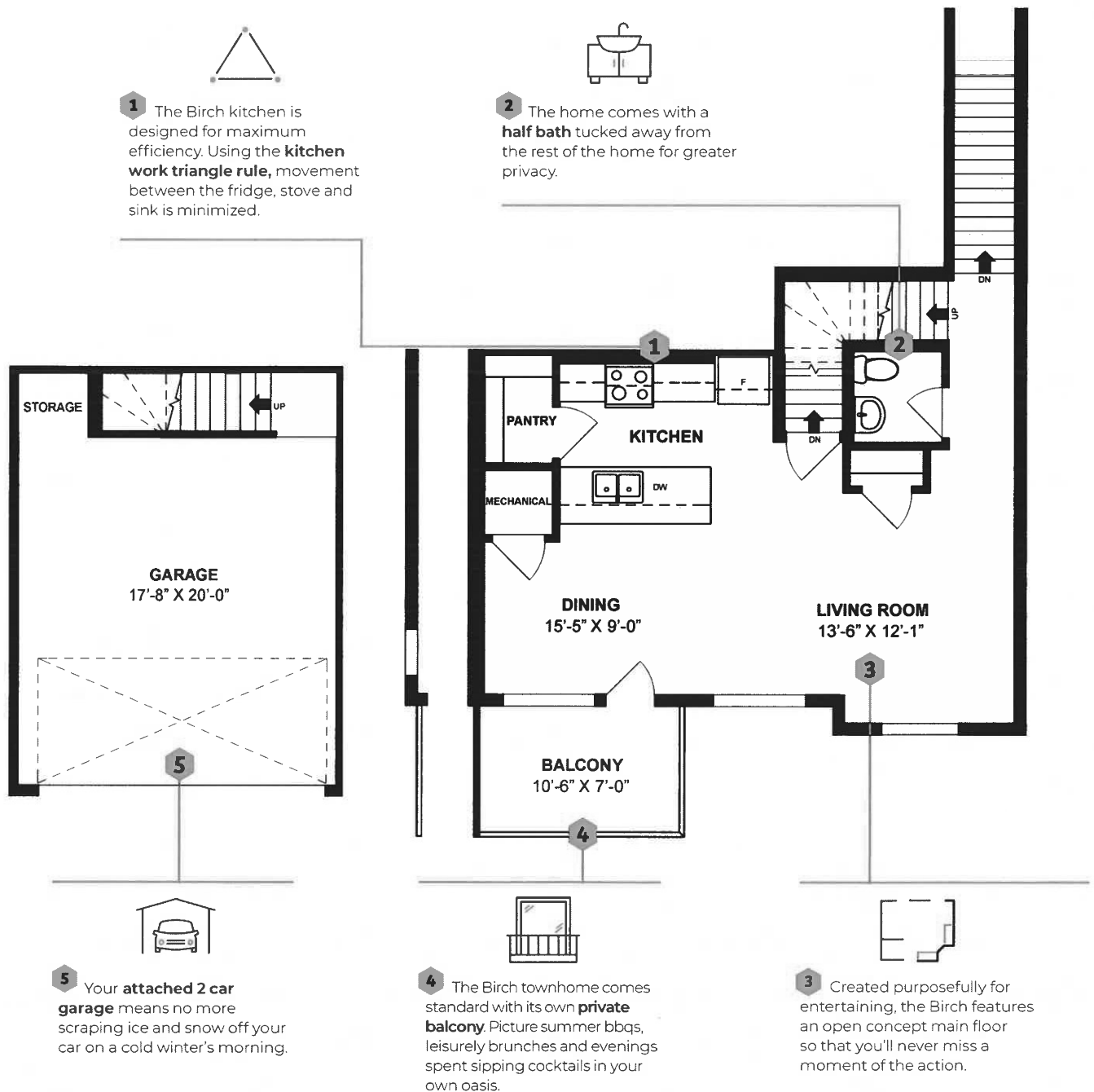
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Main Floor Features

706 sq ft, 9' ceiling

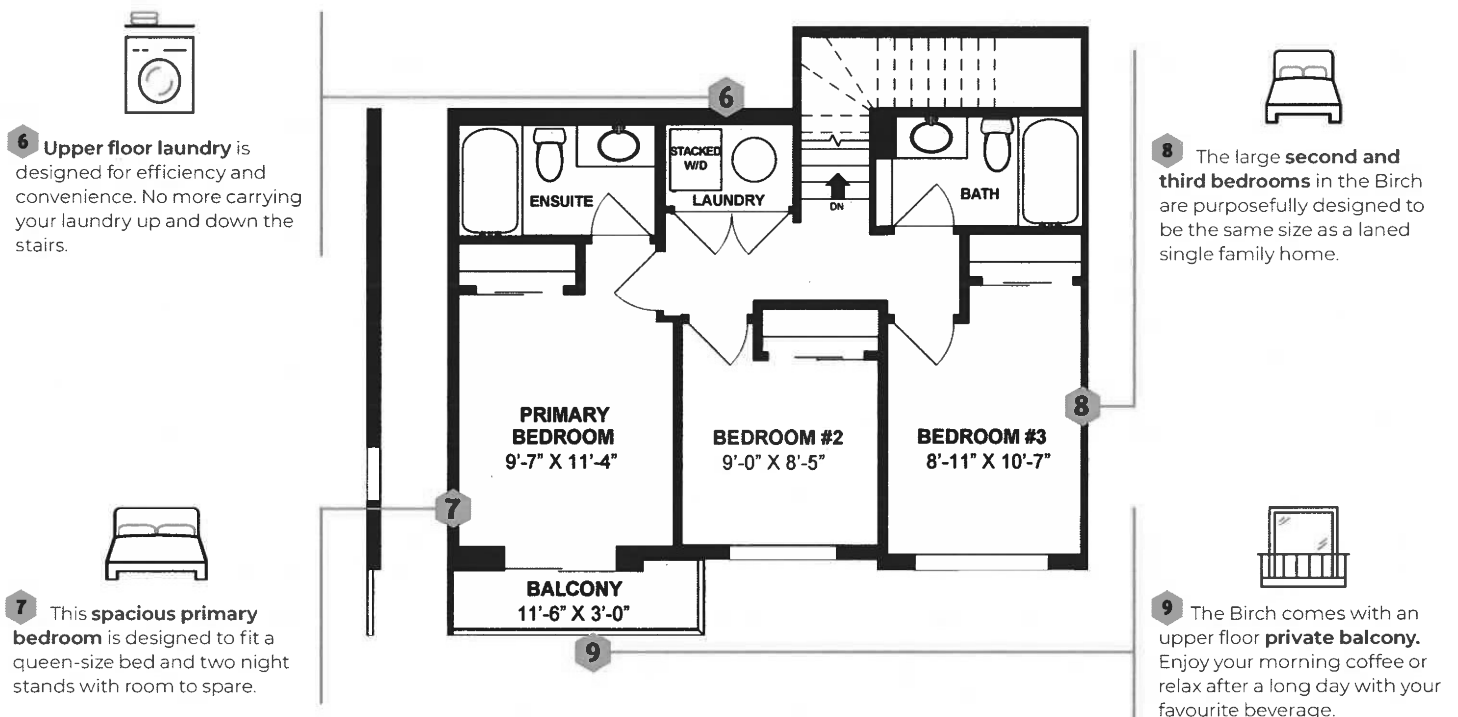


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Upper Floor Features

635 sq ft



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• this home has been purposefully designed
to help you feel better about where you live

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the cali

a magazine-worthy townhome at Seton 116

1 Bed + Den | 1 Bath

Garage | 618 sq ft

Main Features

618 sq ft, 9' ceilings



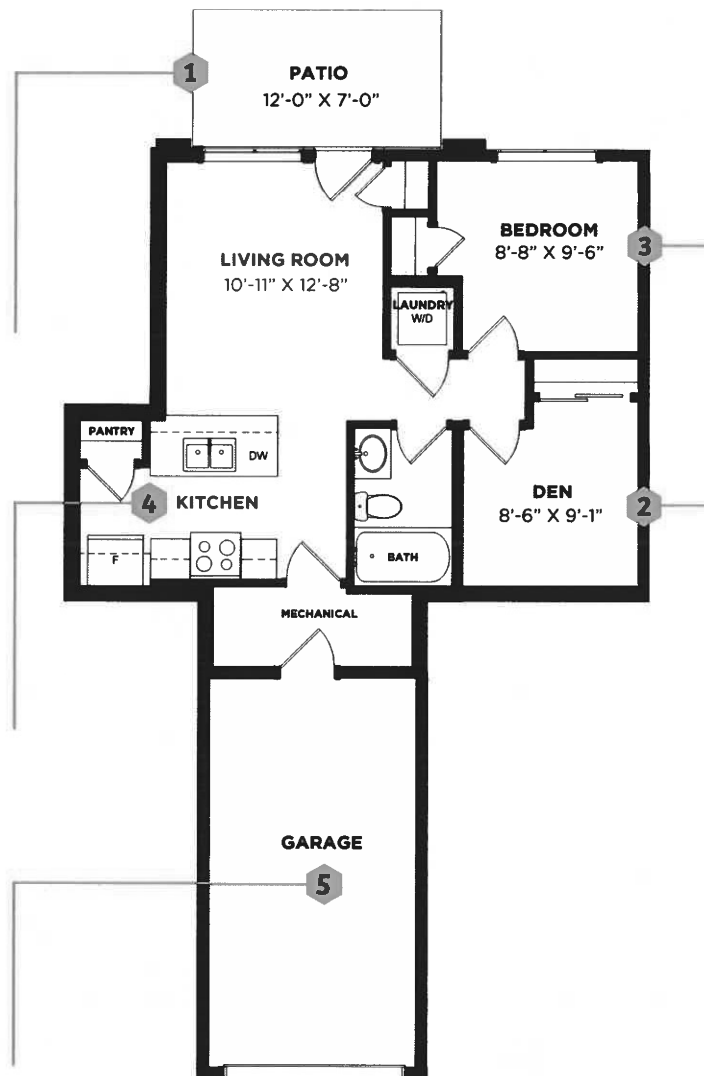
1 The Cali townhome comes standard with its own **private patio**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.



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



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



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



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

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the cali

a magazine-worthy townhome at Seton 116

2 Bed | 1 Bath
Garage | 618 sq ft

Main Features

618 sq ft, 9' ceilings



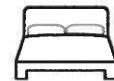
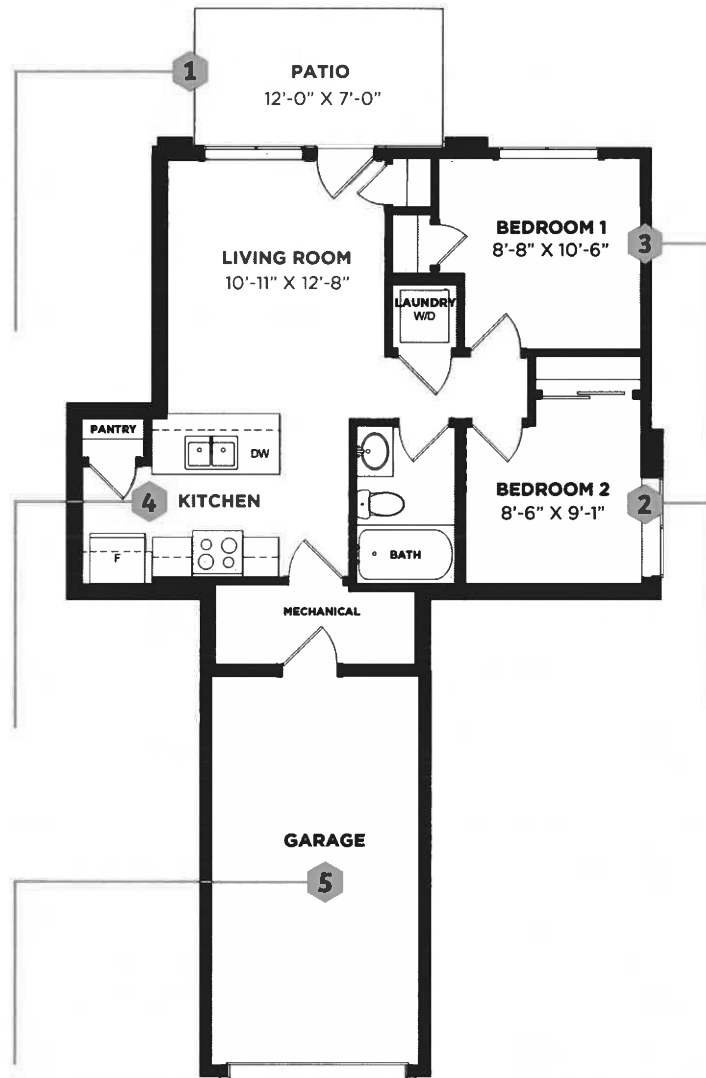
1 The Cali townhome comes standard with its own **private patio**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.



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



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



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



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

Why Rohit?

Our difference is in the designer details

Every element of our **Designer Interiors** has been added for a reason. From the light fixtures down to the hinges, everything in a Rohit Communities home works together so our customers can live in a space that looks amazing and makes everyday life easier through functional design. With over 30 years of experience building award-winning homes, we're pleased to offer designer homes that help everyone feel better about where they live.

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 October 25, 2022.

• **this home has been purposefully designed**
to help you feel better about where you live

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 **Rohit**
COMMUNITIES
• your designer homebuilder •

the cedar

1 Bed | 1 Bath | 505 sq ft

a magazine-worthy townhome at Seton 116

Main Features

9' 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.



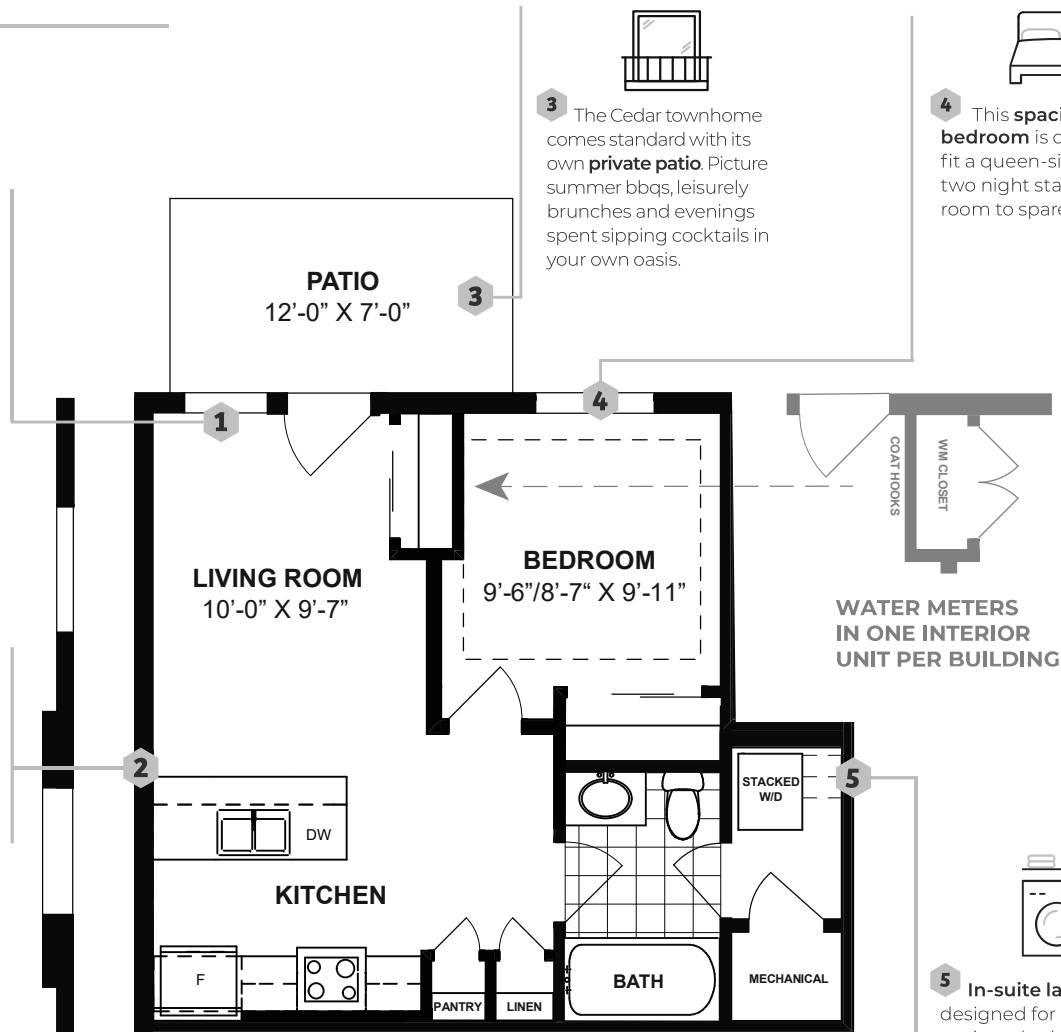
2 A spacious eating bar comes standard in the Cedar townhome and is designed for cooking and hosting at the same time.



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



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

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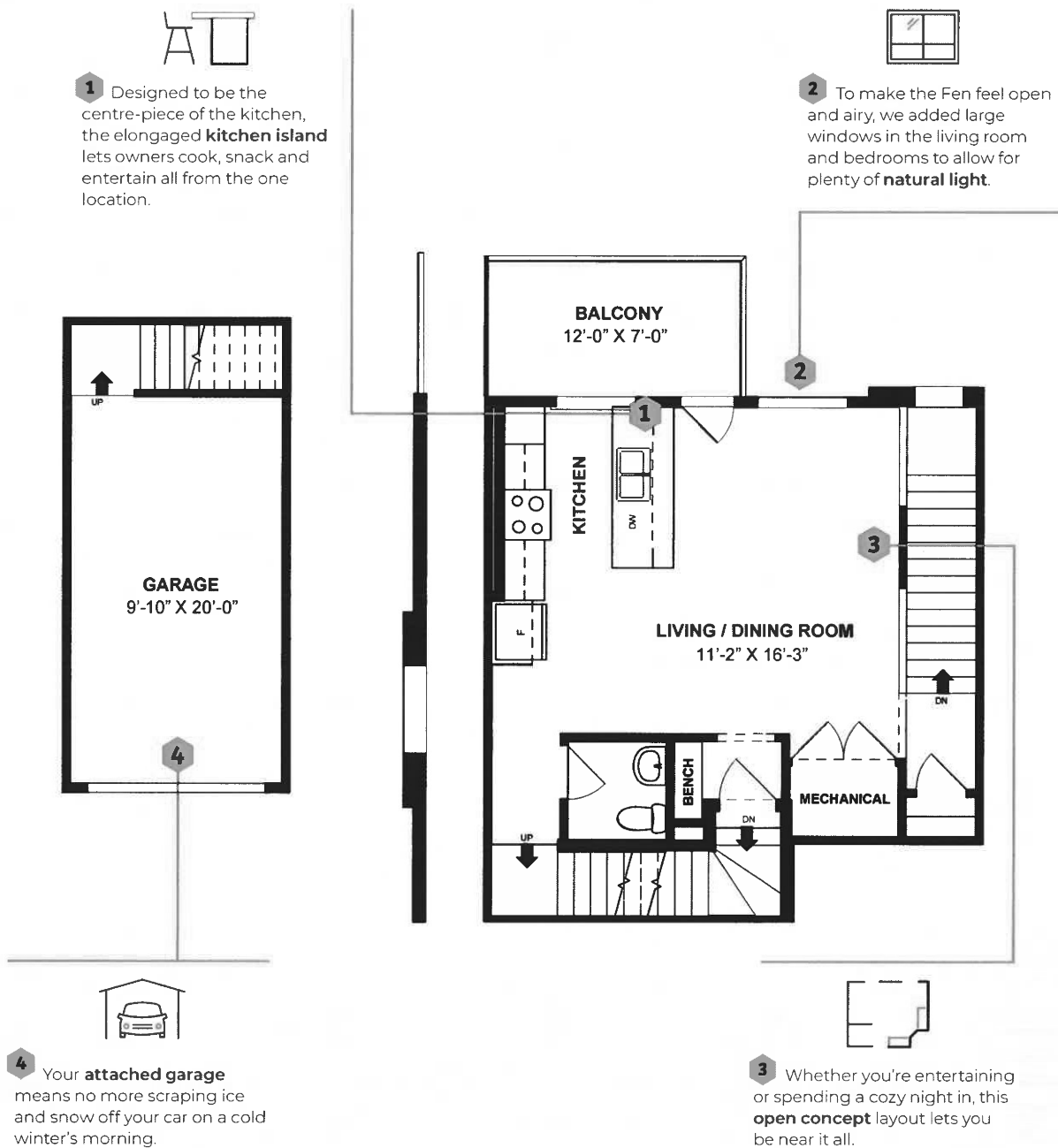


a magazine-worthy townhome at Seton 116

3 Bed | 2.5 Bath | 1318 sq ft

Main Floor Features

614 sq ft, 9' ceiling



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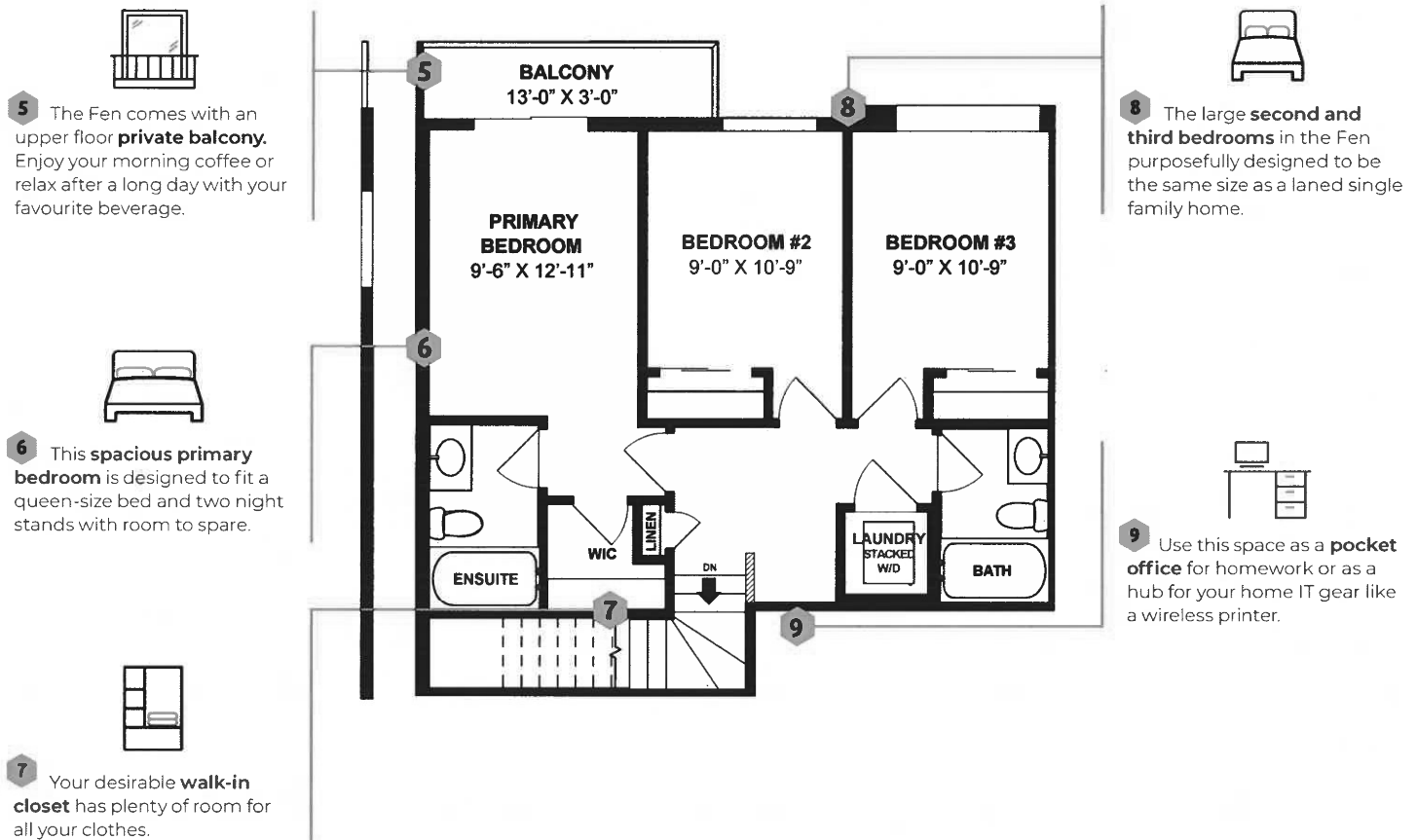


a magazine-worthy townhome at Seton 116

3 Bed | 2.5 Bath | 1318 sq ft

Upper Floor Features

704 sq ft



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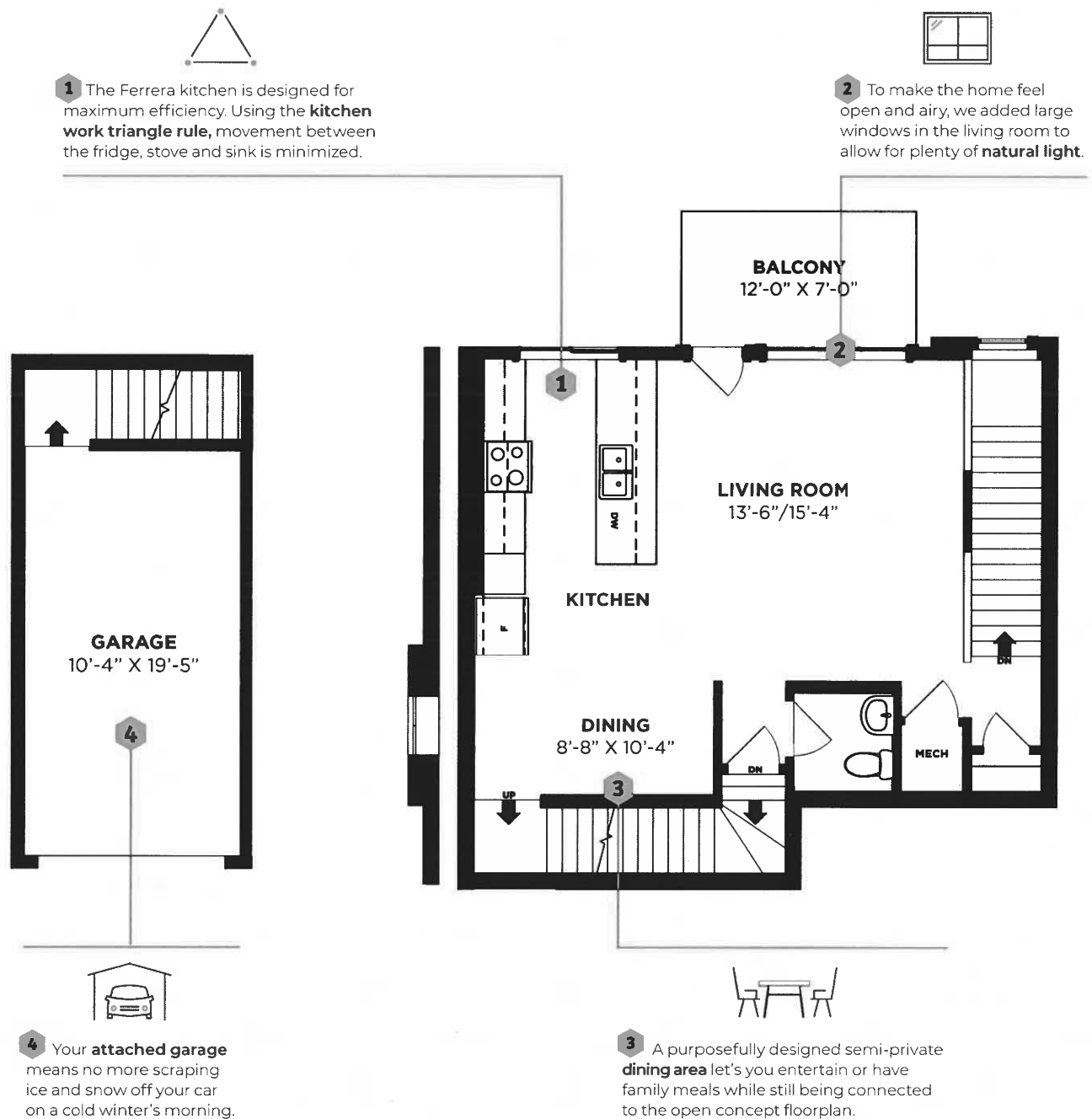
the ferrera

a magazine-worthy townhome at Seton 116

3 Bed | 2.5 Bath | 1475 sq ft

Main Floor Features

688 sq ft, 9' ceilings



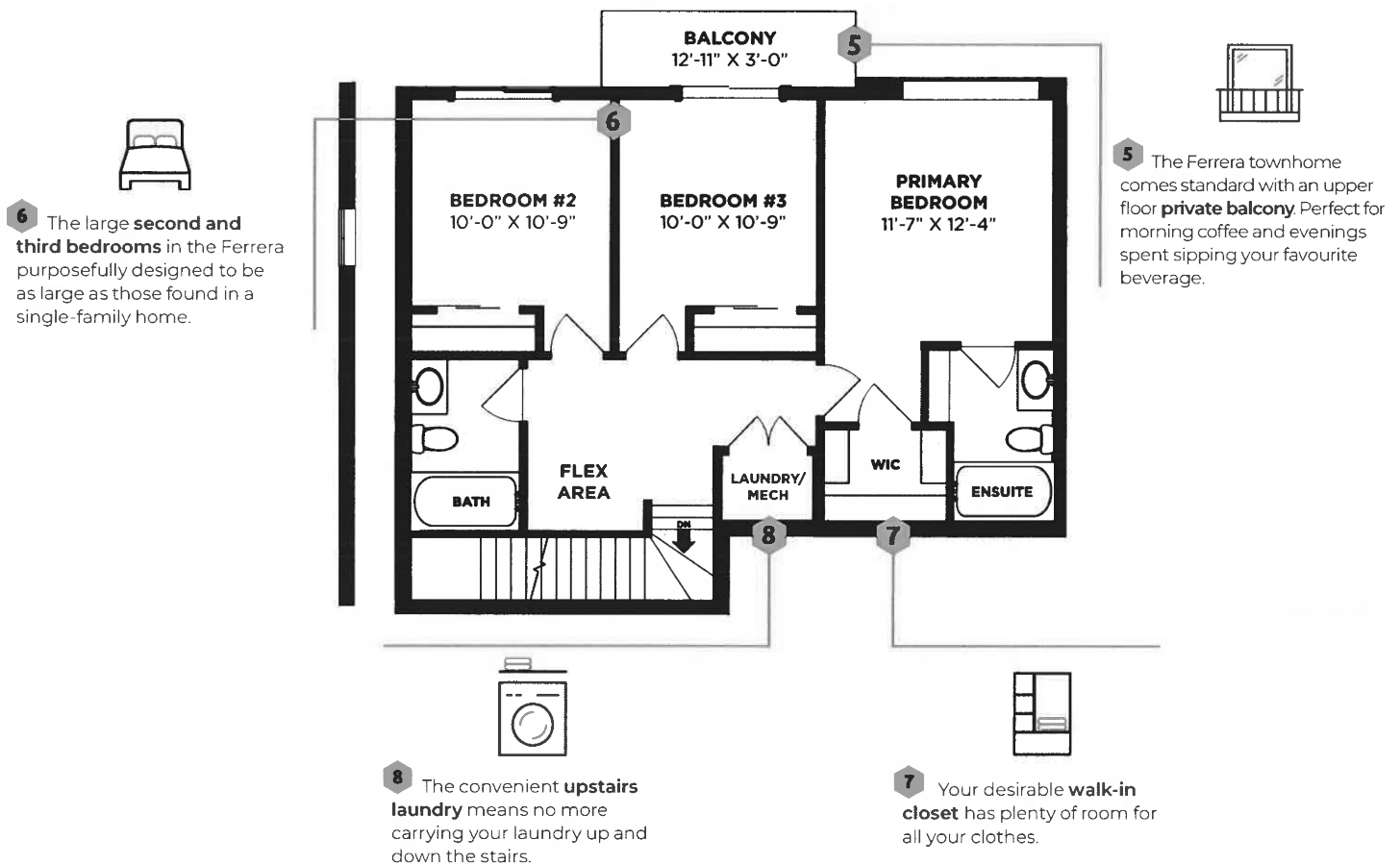
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Upper Floor Features

787 sq ft



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STANDARD UNIT INSURABLE DESCRIPTION

Seton 116
Calgary, Alberta

After January 1, 2020, condominium corporations must provide a Standard Insurable Unit Description (SIUD) to their insurance provider and all unit owners.

The SIUD is a description of what the corporation's insurance will cover, including standard fixtures and finishings without taking into account any upgrades that will be made by individual owners.

Features such as the unit owner's personal possessions, or any upgrades made to the unit above and beyond what is listed in this SIUD, are not covered by the corporation's insurance.

The developer, Seton 116 Ltd., encloses the Standard Insurable Unit Description for this condominium project to all purchasers. Details are included in the attached Schedule "A".

=====

This schedule is provided in accordance with Section 61.2 of the *Condominium Property Regulation*.

SCHEDULE " A "

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.

Rohit Communities Specification – Level 12

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.

DESCRIPTION OF COMMON PROPERTY

Seton 116
Calgary, AB

1. **General Description of Common Property:** Seton 116 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, decks/patios, lawns, trees, fences, built in irrigation, etc.; and
 - c) 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. However, the project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of utility lines and related equipment will be determined by the project designers and by crews on site.
3. **Retaining Walls:** The project is not expected to contain any retaining walls. However, the Developer reserves the right to add any such retaining walls, swales and/or similar structures as may be 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, Parking Areas:** 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 groups of homes are built and occupied, the Developer will arrange to have a 2nd lift of asphalt applied to the entire roadway. The Developer will build walkways more or less as shown on the site plan.
7. **Fences:** The project is not expected to contain any perimeter fencing. However, the Developer reserves the right to add fencing along portions of the project if it believes that the fencing would add to the curb appeal of the project. There will be sign installed by the area land developer at the Southeast corner of the project and an entrance feature sign installed by the Developer at the Northwest entrance to the project. Both signs are to be maintained by the condominium corporation as they will be located on common property. The design, location and colours of fencing and entrance 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 municipal zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.
9. **Exterior Finishing of Buildings:** The exterior of the buildings will be finished using the materials set out in the project specifications.

PHASING DISCLOSURE STATEMENT

Condominium Plan No. _____

Seton 116 is a 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

Once complete, the project is expected to contain 108 townhouses (“**Residential Unit**”) within 10 buildings and 21 titled parking units (“**Parking Unit**”) for a total of 129 units.

The developer reserves the right to increase or decrease the total number of units in the project as long as any such change is in accordance with this Phasing Disclosure Statement. As well, any change in unit counts is subject to municipal approval.

Phase 1 is expected to consist of the 21 Parking Units.

Maximum Units: The maximum number of Residential Units to be included in the entire completed phased project could be as many as 160.

Minimum Units: The minimum number of Residential Units to be included in the entire completed phased project is 12 Residential Units and 21 Parking Units.

The developer will build more homes as and when buyers for those homes are found. The balance of the project could be built in as many as 10 subsequent phases (i.e. 1 phase per building). However, the developer reserves the right to combine phases as it sees fit.

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

Number of units: - 21 Parking Units

General size of units: - Residential Units are between 400 and 2000 square feet
- Parking Units are sized to meet municipal bylaws.

Common property: - exterior of buildings will have asphalt shingles, HardiePanel and prefinished aluminum soffits. Colors will be at the discretion of the developer.

- the developer will construct the underground services (water, sewer, power gas, etc.) and the internal roadway as part of the initial phase.

- the developer will install landscaping 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.

3. Description of Units and Common Property in Subsequent Phases

Number of units: as shown in paragraph 1

General size of units between 400 and 2000 square feet

Common property - exterior of buildings will have asphalt shingles, HardiePanel and prefinished aluminum soffits. Colours will be at the discretion of the developer.

- the developer will install landscaping 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.

4. Proposed physical appearance / architectural compatibility

All phases will use the same type of construction (wood frame) 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 developer.

5. Availability of Common Property

The developer will construct the underground services (water, sewer, power gas, etc.) 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 in that phase and in all previous phases.

6. Condo Fees During Construction

Project bylaws will specify that the condominium's expenses are to be divided and assessed among assessable units within each unit type. Assessable units are units within substantially complete phases.

When customers occupy units before condo fees have been assessed to units in that phase, those customers are required to pay the developer monthly maintenance fees (equal to 80% of the estimated condominium fees) to help cover the maintenance expenses for that phase.

The developer is responsible for maintenance and operating costs (insurance, utilities, etc.) for the phases which are not substantially complete. Accordingly, the developer is not required to pay any condominium fees for units in phases which are undeveloped or under construction.

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

Unit factors have been allocated among the units in this project based on the following:

- a) The *Condominium Property Act* specifies that the total of unit factors must be 10,000.
- b) Titled parking stalls have arbitrarily been assigned 1 unit factors.
- c) Unit factors are allocated among residential units based on their model plan type.
- d) The developer reserves the right to adjust unit factors if it believes that the adjustment results in a fairer apportionment between units.

Unit factors for all units are shown on the unit factor table printed on the front page of the registered 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 10% of the budgeted expenses are fixed costs (i.e. they cost the same whether 12 or 160 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 Project

All phases that make up the total development of the land shall be registered within 25 years.

SECTION 3: BYLAWS

Bylaws

CONDOMINIUM CORPORATION NO. _____

(Seton 116, Calgary, AB)

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PART 1 - DEFINITIONS AND INTERPRETATION

1. Replacement of Existing Bylaws

- 1.1 These Bylaws are adopted by Condominium Corporation No. _____ to replace the Bylaws set out in Appendix 1 of the *Condominium Property Act*.

2. Definitions and Interpretation

- 2.1 The following definitions apply to all parts of these Bylaws:

- a) “Act” means the *Condominium Property Act*, RSA 2000, c C-22, as amended from time to time;
- b) “Board” means the Board of Directors of the Corporation;
- c) “Bylaws” means the Bylaws of the Corporation, as amended from time to time;
- d) “Common Property” means the Common Property as shown in the Condominium Plan (building structure, roof, exterior parking areas, landscaped areas, etc.). Common Property is owned collectively by the Owners and managed by the Corporation;
- e) “Condominium Plan” means the Condominium Plan registered under the Act;
- f) “Corporation” means the Condominium Corporation for this Project;
- g) “Corporation Property” means property owned by the Corporation;
- h) “Developer” means a person who, alone or in conjunction with other persons, sells or offers for sale to the public Units or proposed Units that have not previously been sold to the public by means of an arm’s length transaction;
- i) “Exclusive Use Area” means the driveway and/ or the deck which is accessible directly from each Unit;
- j) “Occupant” means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;
- k) “Owner” means the registered Owner of a Unit;
- l) “Parking Unit” means those separately titled Units in the Project which are used for parking a motor vehicle;
- m) “Project” means the condominium development known as Seton 116, located in Calgary, AB;
- n) “Property Manager” means a Property Manager appointed by the Board in accordance with these Bylaws;
- o) “Special Resolution” has the meaning given to it in the Act (generally: a resolution supported by 75% of the people entitled to vote on a given issue);

- p) “Standard Insurable Unit Description”, or “SIUD” means the description of typical features in the Units that the Corporation insures and is determined in accordance with the Regulations.
 - q) “Unit” means an area designated as a Unit by the Condominium Plan.
- 2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the *Condominium Property Act* or in the *Land Titles Act* have the same meaning in these Bylaws.
 - 2.3 The rights and obligations given or imposed by these Bylaws are in addition to the rights and obligations given or imposed by the Act.
 - 2.4 All references to the *Condominium Property Act* or other laws shall be read to include applicable amendments and substitute legislation.
 - 2.5 Wherever these Bylaws conflict with the Act, the Act prevails.
 - 2.6 These Bylaws are to be read with all the changes in number and gender required by the context. For example, “he” can mean “he”, “she”, “it” or “they”, depending on whether the person is a man, a woman, a Corporation or a combination of those things.
 - 2.7 The headings in these Bylaws are inserted only for convenience of reference.

PART 2 - THE CONDOMINIUM CORPORATION

3. Duties of the Corporation

3.1 The Corporation has the duty to:

- a) enforce these Bylaws;
- b) place and maintain a condominium insurance policy, in accordance with the Act and Regulations. Generally, the insurance will include:
 - i) replacement cost insurance on all the buildings within the Project;
 - ii) coverage for potential liability of the Corporation to 3rd parties;
 - iii) coverage for potential liability of Board members.
- c) maintain, repair and replace the Common Property, including
 - i) fertilizing, watering and mowing lawns;
 - ii) removing ice and snow from all driveways and sidewalks, within a reasonable time after they accumulate;
 - iii) repairing or replacing any pipes, wires, cables, ducts etc. which serve more than one Unit;
 - iv) arranging garbage collection for all Units (if not done by the municipality);
 - v) maintaining all exterior parking facilities, including the driveways of the Units;
 - vi) maintaining all buildings, including roofs, eavestroughs, siding, stucco, and exterior doors and windows;
 - vii) providing and maintaining reasonable outside lighting;
 - viii) maintaining all fencing, decks, patios, driveways and sidewalks within the Project;
- d) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the development;
- e) carry out any other duties which the Act imposes on the Corporation.

4. Powers of the Corporation

- 4.1 The Corporation has all the powers granted to it in the Act and Regulations as well as those reasonably necessary to carry out its duties. For example, the Corporation may:
- a) acquire personal property to be used:
 - i) for the maintenance, repair or replacement of Common Property;
 - ii) by the Owners in connection with their enjoyment of the property of the Corporation or the Common Property;
 - b) borrow money and grant such security as may be required to ensure repayment of the loan;
 - c) permit an Owner to exercise exclusive possession in respect of any area or areas of the Common Property;
 - d) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant;
 - e) do all things reasonably necessary to enforce these Bylaws and any rules passed pursuant to these Bylaws;
 - f) enter into management agreements and recreational agreements;
 - g) levy fines for the contravention of any bylaw in accordance with the Act and these Bylaws;
 - h) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these Bylaws;
 - i) adopt policies and/or rules concerning various matters of common concern to the Occupants, such as:
 - i) the rental of Units to tenants. Such rules may include the imposition of damage deposits, a requirement that tenants sign an undertaking to be bound by the Bylaws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the lifestyle of Occupants in the Project;
 - ii) activities which have the potential to unreasonably interfere with other Owners/Occupants' enjoyment of their Units;
 - iii) Occupants' use driveways, decks and other Common Property;
 - iv) changes to Units which have a significant impact on Occupants of other suites;
 - j) do such other things as are necessary to accomplish the things the Corporation is permitted or required to do by the Act and these Bylaws.

5. The Board of Directors

- 5.1 The Corporation shall have a Board of Directors, consisting of between 3 and 7 members. The number of members is decided by ordinary resolution at any meeting during which members are being elected.
- 5.2 At an election of members of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
- 5.3 A person need not be an Owner to be elected to the Board.
- 5.4 Only one Occupant of a Unit may sit on the Board at one time.
- 5.5 An Owner whose condominium fees are more than 30 days in arrears is not eligible to be nominated for election to the Board.
- 5.6 Board members (and former Board members) are not liable to the Corporation, to Owners, or to anyone else to whom these Bylaws apply unless the Board member knowingly failed to meet his statutory obligation to act 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.
- 5.7 The Corporation shall indemnify all directors and former directors for any and all costs and/or liability they incur as a result of their involvement on the Board. This indemnity applies only to directors and former directors who met the statutory duty to act 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.

6. Term of Office

- 6.1 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 was elected to the Board.
- 6.2 The Owners may, by Special Resolution at a general meeting, remove any member of the Board before his term of office expires.
- 6.3 Upon prior written notice to the Board member affected, the Board may declare that the office of the member is vacated if the member:
 - a) becomes bankrupt under the *Bankruptcy Act* (Canada);
 - b) becomes mentally incompetent;
 - c) is more than 60 days in arrears in payment of any contribution required to be made by him as an Owner;
 - d) is absent from three consecutive meetings of the Board without permission of the Board.

7. Vacancies on the Board

- 7.1 If a vacancy occurs on the Board, the Board may appoint another person to fill the vacancy for the remainder of the former member's term.

8. Officers of the Corporation

- 8.1 The Board may designate, from its members, a President, a Vice-President, a Secretary and a Treasurer. In addition to any specific duties which the Board assigns to them, the officers of the Corporation shall have the following duties:
- a) The President is responsible for the daily execution of the business of the Corporation. He acts pursuant to the resolutions of the Board, or by its subsequent ratification. The President is also responsible for chairing Board meetings and annual general meetings.
 - b) The Vice-President assists the President and replaces him from time to time if the President is absent or unable to carry out his duties.
 - c) The Secretary is responsible for recording and maintaining the minutes of the Board meetings and general meetings. The Secretary is also responsible for all the correspondence of the Corporation.
 - d) The Treasurer is responsible for:
 - i) receiving all money paid to the Corporation and depositing it as the Board may direct;
 - ii) keeping such accounting records as the Board may direct;
 - iii) when directed to do so by the Board, presenting a detailed accounting of receipts and disbursements of the Corporation, and
 - iv) preparing, for submission to the annual general meeting:
 - financial statements for the previous fiscal year
 - a budget for the current fiscal year.
- 8.2 In order to carry out their duties, Officers may seek and receive assistance from the Property Manager or other qualified persons.
- 8.3 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.
- 8.4 If 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.

9. Procedure for Board Meetings

9.1 The Board shall meet:

- a) at such times and places as the Board directs;
- b) when any member of the Board gives the other members not less than 7 days' notice of the meeting, specifying the reason for calling the meeting;
- c) in emergency situations, at the call of the president. In these situations, the president shall use his or her best efforts to ensure that all Board members receive notice of the meeting.

9.2 Generally, Board meetings may be conducted without formal rules of procedure, if all Board members are given a reasonable chance to participate in the meetings. If a Board member so requests, Board meetings shall follow Robert's Rules of Order.

9.3 A quorum at a Board meeting shall be a majority of the Board members.

9.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairman is entitled (but not obligated) to a casting vote in addition to his original vote.

10. Resolutions in Writing

10.1 A written resolution signed by a majority of the members of the Board, has the same effect as a resolution passed at a duly convened meeting of the Board.

11. Seal of the Corporation

11.1 The Board shall adopt a corporate seal. The Corporation's formal signature consists of the signatures of 2 Board members, accompanied by the seal.

12. Signing Authority

12.1 The Board may prescribe other forms of signature for various types of documents where a formal signature is not required. Examples include:

- a) signing authority for cheques, deposits and other banking documents;
- b) letters issued by the Corporation, in accordance with Board resolutions.

12.2 The Board may authorize a Property Manager (or other agent) to issue estoppel certificates (and/or replies to information requests) under seal or otherwise.

13. Duties of the Board

13.1 Generally, the Board is responsible for carrying out all the duties of the Corporation. More specifically, the duties of the Board include:

- a) enforcing these Bylaws;
- b) managing the Common Property;
- c) placing and maintaining the insurance coverages required under the Act and these Bylaws;
- d) adopting a budget (for common expenses) and assessing condominium fees to cover those expenses;
- e) preparing and distributing financial statements;
- f) meeting the requirements of the Act and these Bylaws concerning Capital Replacement Reserve Funds;
- g) providing Owners, purchasers or mortgagees with any information required to be provided under the Act or these Bylaws;
- h) providing notices of meetings to those mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights;
- i) filing notices at the Land Titles Office as required under the Act;
- j) calling and holding general meetings;

14. Powers of the Board

14.1 Generally, the Board has all the powers it reasonably requires in carrying out its duties. More specifically, the Board's powers include:

- a) hiring agents, contractors or employees;
- b) delegating various powers and duties (and revoking such delegations);
- c) charging reasonable fees for providing documents required under the Act, Regulations or these Bylaws;
- d) establishing rules concerning various issues. All such rules shall have the force of a bylaw, as long as the rule respects the spirit of these Bylaws;
- e) taking whatever legal steps are required to enforce the Bylaws.

15. Capital Replacement Reserve Fund

- 15.1 In accordance with the Act, the Board shall (every 5 years) obtain a Reserve Fund Report, which:
- a) lists all the parts of the Common Property which are expected to require replacement or major repairs within 30 years;
 - b) estimate the cost of those replacements or repairs;
 - c) recommends one or more ways of funding the estimated repair and/or replacement costs.
- 15.2 After receiving the report, the Board shall adopt a Reserve Fund Plan which describes how the expected repairs/replacements will be funded.
- 15.3 The Board shall provide each Owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.
- 15.4 As part of its annual financial statements, the Board shall prepare a statement showing the funds flowing in to (and out from) the Capital Replacement Reserve Fund, during the year.
- 15.5 In addition to the Capital Replacement Reserve Fund, the Board may establish a Capital Improvement Fund, to be used for improvements to the areas which the Corporation is obliged to maintain.

16. Appointment of Committees

- 16.1 The Board may appoint (and dissolve) committees for various purposes, as it sees fit.
- 16.2 The Audit Committee shall consist of at least 2 people, neither of which may be the Treasurer of the Corporation. The other committees shall consist of as many people as the Board shall decide is an effective number of members.
- 16.3 Each committee shall appoint a chairman and each chairman shall report to the Board on his committee's activities.
- 16.4 Committees do not have authority to deal directly with Owners, Occupants or others, unless the Board has expressly authorized that committee to do so.

17. Penalties for Bylaw Contravention

- 17.1 If the Board determines that a breach of a bylaw is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than 3 days from the date the notice is delivered to the Owner involved.
- 17.2 If the resolution so provides, the Board may impose a fine, not exceeding \$500 for the first instance of non-compliance and up to \$1,000 for second and subsequent instances of non-compliance, which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.
- 17.3 Owners are responsible for ensuring that all Occupants of their Unit comply with these Bylaws. If the person alleged to be in breach is a tenant, the notice shall be given to both the tenant and the Owner. The notice must specify whether the Owner, the tenant, or both, are liable for payment of the fine.
- 17.4 The maximum amount of the penalty to be imposed for continuing non-compliance with a bylaw is \$500 for the for the first week for the first instance of non-compliance and \$1,000 for each subsequent week or each week of any subsequent continuing non-compliance.
- 17.5 An Owner who objects to a notice given by the Board (or to a fine imposed under these Bylaws) may appeal the resolutions of the Board to a general meeting of the Owners, convened in the manner specified by these Bylaws.
- 17.6 At the general meeting, the Owners may confirm, rescind or amend the resolution of the Board. In so doing, the Owners may consider all relevant information including the circumstances surrounding the alleged breach and any actions taken subsequently.
- 17.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of one or more Owners.

PART 3 - GENERAL MEETINGS

18. Convening of Meeting and Notice

- 18.1 Each year, the Board shall convene an annual general meeting of the Owners within 90 days after the end of the Corporation's fiscal year.
- 18.2 In addition, the Board may convene a general meeting of the Owners whenever it considers it proper to do so.
- 18.3 On the written request of Owners who collectively hold at least 25% of the voting rights in the Corporation, the Board shall convene a general meeting of the Owners.
- 18.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least 14 days' written notice of the meeting. The notice shall state:
 - a) the place, date and time of the meeting;
 - b) the nature of any special business to be discussed at the meeting.
- 18.5 An annual general meeting or a general meeting (or anything done at that meeting) is not invalid by reason only that a person was inadvertently not given a notice of the meeting.
- 18.6 At any meeting where a bylaw is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 14 days before the meeting. The amendment or replacement shall be by Special Resolution.

19. Manner and Venue of Meetings of the Corporation

- 19.1 Meetings of the Corporation shall be held entirely in-person, subject only to bylaw 19.2.
- 19.2 Prior to delivering written notices to each Owner, the Board may, by resolution, agree to hold a meeting by entirely electronic means or a combination of in-person and electronic means.
- 19.3 Meetings that are not held by entirely electronic means must be held at a location within the municipality in which the Units are located, unless an ordinary resolution to hold the meetings in another location is passed at a general meeting of the corporation.

20. Quorum

- 20.1 Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present (or represented by proxy) at the meeting.
- 20.2 A quorum for a general meeting is the number of persons whose total vote represents at least 2500 unit factors.
- 20.3 If a quorum is not present within 30 minutes from the appointed starting time, the general meeting shall stand adjourned. The Board must call a new meeting within 30 days. At the new meeting, the Owners who are present constitute a quorum for the purpose of that meeting. The notice of the new meeting must advise the Owners that the reduced quorum requirement will be in effect.

21. Order of Business

21.1 The order of business at annual general meetings shall be as follows:

- a) call to order by the chairman;
- b) proof of notice of meeting and confirmation of quorum;
- c) reading and disposal of any unapproved minutes;
- d) reports of officers / committees;
- e) election of members of the Board;
- f) unfinished business;
- g) new business;
- h) adjournment.

22. Manner of Voting

22.1 Unless a polled vote is demanded, all resolutions shall be decided by show of hands. The chairman's declaration that a resolution has been carried by show of hands is conclusive proof of that fact, without proof of the number or proportion of votes recorded in favour of (or against) that resolution.

22.2 The chairman of the meeting shall not vote upon a show of hands.

22.3 On a show of hands, each Unit is entitled to one vote.

22.4 Except for matters requiring a Special Resolution, all matters shall be determined by a simple majority vote.

23. Polling the Vote

23.1 Any person entitled to vote on a resolution may demand that a poll (i.e. a secret ballot) be taken. A person demanding a poll may also withdraw that demand. Upon the demand being withdrawn, the vote shall be taken by a show of hands.

23.2 Polls shall be taken in such a manner as the chairman thinks fit. The result of the poll shall be deemed to be the resolution of the meeting.

23.3 On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the Units owned by or mortgaged to them. The results of the poll shall be determined by the totals of unit factors voted for or against the resolution.

23.4 If a polled vote is tied, the chairman shall direct a recount. If the vote remains tied, the chairman shall cast a deciding vote, in addition to his original vote.

24. Proxies

- 24.1 Any person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying another voter's proxy may indicate that he is showing hands for one or more Units.
- 24.2 A proxy instrument must be in writing and indicate the name and Unit number of the person making the appointment. A proxy must also be signed by the person making the appointment as well as the person being named in the proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as a proxy need not be an Owner.
- 24.3 If a corporation owns a Unit, it may appoint a person to vote on its behalf by a proxy instrument, signed by an authorized officer of that corporation.

25. Restrictions on Voting

- 25.1 Whenever a mortgagee of a Unit has given the Corporation notice of its mortgage, the Owner involved may exercise his right to vote only when the mortgagee is not present at the meeting, in person or by proxy.
- 25.2 An Owner whose Condominium Fees are more than 30 days in arrears is not eligible to vote at a general meeting unless the vote concerns a Special Resolution.

26. Vote by Co-Owners

- 26.1 If a Unit is owned by more than one person, each of those co-Owners may vote personally or by proxy.
- 26.2 In the case of a vote taken by a show of hands, co-Owners are entitled to one vote between them.
- 26.3 In a polled vote, each co-Owner is entitled to vote all of the unit factors allocated to the Unit which he or she co-owns. However, if more than one co-Owner of the same Unit wishes to vote, each co-Owner may vote for that portion of that Unit's unit factors as is proportionate to the co-Owner's interest in the Unit. For example, if each of 2 co-Owners of a Unit wish to vote, each of them may vote $\frac{1}{2}$ the unit factors allocated to that Unit.
- 26.4 Any co-Owner may demand that a poll be taken.

27. Resolutions in Writing

- 27.1 A written resolution, signed by persons who hold enough votes to pass the resolution at a meeting, has the same effect as a resolution passed at a meeting.

PART 4 - DUTIES & RESTRICTIONS

28. Duties of Occupants

28.1 Occupants shall:

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the Unit for the purpose of:
 - i) inspecting the Unit;
 - ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Unit;
 - iii) maintaining or replacing Common Property; or
 - iv) ensuring that the Bylaws are being observed;
- b) carry out all work that may be required pursuant to these Bylaws or ordered by any public authority in respect of the Unit;
- c) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Unit;
- d) comply with any rules adopted by the Corporation under these Bylaws;
- e) keep the interior of the dwelling in a good state of repair;
- f) notify the Corporation forthwith of:
 - i) any change in ownership or occupation of the Unit,
 - ii) any intention to rent the Unit, or
 - iii) any encumbrances registered against the Unit;
- g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable Bylaws and regulations of the municipality;
- h) comply with all reasonable requests of the Board;
- i) buy and maintain a condominium owner's insurance policy which includes at least \$1,000,000 in third party liability coverage.

29. Restrictions

29.1 Except with the written consent of the Board, Occupants shall not:

- a) use a Unit or the Common Property in a way that unreasonably interferes with their use and enjoyment by other Occupants;
- b) use a Unit or the Common Property in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other Occupants;
- c) make undue noise in the Unit or on the Common Property;
- d) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property;
- e) do anything that will increase the risk of fire, or result in an increase of any insurance premiums payable by the Corporation;
- f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed;
- g) hang or place on the Common Property anything that the Board considers aesthetically displeasing or offensive;
- h) leave household articles outside the Unit when those articles are not in actual use;
- i) paint, decorate or otherwise affect Common Property or any portions of the Unit which are required to be maintained by the Corporation;
- j) store combustible materials (gasoline, propane, etc.) anywhere within the Project unless suitable safety precautions have been taken;
- k) obstruct a sidewalk, walkway, passage, driveway or other such areas;
- l) erect or plant any fence, screen, barrier, awning, shade, partition, tree, shrub or flower unless the improvement is entirely within a Unit;
- m) hold an auction sale, garage sale or any other such sale involving the general public;
- n) make structural, mechanical or electrical changes to a Unit unless the changes do not affect the areas which the Corporation is required to maintain, or any other Unit. All electrical work within the development must be performed by a journeyman electrician.

30. Parking

- 30.1 Parking stalls located within each Unit are part of that Unit. The Occupants of those Units are entitled to use those stalls as they see fit, as long as they do not unreasonably interfere with other Owners.
- 30.2 No person shall own a Parking Unit unless that person is also the Owner of a residential Unit within the Project. No Owner of a Parking Unit shall sell or transfer a Parking Unit except to an Owner of a residential Unit within the Project.
- 30.3 Owners shall not permit any person to use or occupy a Parking Unit (whether under a lease, license or otherwise) unless that person is an Occupant within the Project or unless that person is a visitor of an Occupant with written permission from the Board to do so.
- 30.4 The Developer is exempt from Bylaws 30.2 and 30.3.
- 30.5 The Board is entitled to make reasonable rules governing the use of all parking stalls (including visitor stalls, Parking Units and driveways) within the Project. Those rules have the force of a Bylaw. Any Owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the Owners at a general meeting.

31. Animals

- 31.1 As a general rule, an Occupant may keep household pets in their Unit on the following conditions:
- a) The animals must not be allowed to run at large (i.e. not on a leash) within the Common Property;
 - b) The Owner of the pet is responsible for picking up and disposing of any droppings left by the pet;
 - c) The Owner of the pet shall pay the costs of repairing any damage caused by the pet;
 - d) In general, the Owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of other Occupants. The Board has the authority to make a final determination in this respect; and
 - e) If the pets are cats or dogs, only 2 animals per suite Unit are allowed.
- 31.2 For the purpose of this Bylaw, "household pets" includes cats, dogs, fish, birds and other common pets. "Household pets" does not include exotic animals such as snakes, lizards, rats and spiders.
- 31.3 The Board may, by majority vote, consider applications to allow an Occupant to keep a non-complying pet in a Unit. If the Board allows the pet, the Board is entitled to impose any conditions that it considers necessary. The Board may reconsider its decisions from time to time, as circumstances dictate.
- 31.4 Other pets are not allowed.

32. Snow Removal

- 32.1 The Corporation is responsible for removing ice and snow from all sidewalks and roadways within the Project. However, the Corporation may delay the snow removal for a reasonable time because of weather conditions, availability of contractors, or other reasons.

33. Private Amenity Areas

- 33.1 Each Occupant of a Unit shall have the exclusive use and possession of any private amenity areas (decks, patios, balconies, front yards, driveways) which are adjacent to and directly accessible from the Unit.
- 33.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of their private amenity areas, including:
- a) rules dealing with the general appearance of those areas;
 - b) rules dealing with activities which are likely to affect neighbouring Owners (barbecues, amplified music, Christmas lights, etc.);
 - c) rules concerning alterations to (and/or enclosure of) private amenity areas;
 - d) rules dealing with the maintenance of the private amenity areas.
- 33.3 Any Owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the Owners at a general meeting.

34. Air Conditioning Equipment

- 34.1 The Board is entitled to adopt and enforce reasonable rules and/or policies concerning the installation of air conditioning equipment on balconies or other Common Property. Such rules might include:
- a) rules dealing with the type of equipment allowed;
 - b) rules intended to minimize noise, smells, or other effects on other Occupants;
 - c) rules intended to ensure that the building envelope is not damaged or likely to be damaged as a result of the installation of the equipment;
 - d) rules intended to ensure that the Occupant covers all the costs associated with installation, maintenance and removal of the equipment.

35. Landscaping and Lawns

- 35.1 The Corporation has the obligation to maintain all landscaping within the Project, including the private amenity areas. Accordingly, Occupants may not plant trees, build fences, create flower beds or otherwise alter the Common Property without the written consent of the Board.

PART 5 - COMMON EXPENSES**36. Description of Common Expenses**

36.1 The common expenses of the Corporation include:

- a) charges for utilities supplied to the Corporation;
- b) the Property Manager's fees;
- c) the costs of landscaping maintenance and snow removal;
- d) the costs of maintaining the Common Property;
- e) the costs of maintaining entrance features;
- f) the cost of placing and maintaining the insurance required by the Act and these Bylaws;
- g) professional and consulting costs, including legal and accounting fees;
- h) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties;
- i) reserves for future maintenance and expenses;
- j) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these Bylaws.

37. Assessment of Contributions (Condominium Fees)

36.1 At least 30 days prior to the beginning of each fiscal year, the Board shall prepare a budget, showing:

- a) an estimate of the common expenses to be incurred during the year;
- b) a reasonable allowance for contingencies;
- c) an allowance for any surplus (or deficiency) from the past year.

37.2 The Board shall provide a copy of the annual budget to Owners (and to mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights) at least 30 days prior to the beginning of the fiscal year.

37.3 If the Board revises the budget prior to its adoption, a copy of the revised budget shall be provided to the Owners and mortgagees as soon as possible.

37.4 Each year's estimated common expenses shall be apportioned and assessed among all Units within phases that are substantially complete. Each Unit's share of the common expenses will be based on its unit factor as compared to the total unit factors for all Units being assessed. Units in phases which are not substantially completed are not assessable.

37.5 For purposes of these Bylaws, a phase is substantially completed when:

- a) the Condominium Plan for that phase has been registered, and
- b) more than 50% of the Units in that phase are occupied.

- 37.6 If the amounts estimated prove inadequate for any reason (including nonpayment of an Owner's assessed contribution), the Board may levy such further assessments (on the same basis as specified above) as are required.
- 37.7 Unless the Board directs another method of payment, each Owner shall pay his assessment to the Corporation in equal monthly installments, due on the first day of each month during the fiscal year for which such assessment is made.
- 37.8 Interest on all assessed contributions in arrears accrues at the rate of 18% per annum, on a simple basis, calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case-by-case basis, as it sees fit.
- 37.9 If the Board fails to prepare a budget and assess contributions as directed by these Bylaws, the monthly installments fixed for the preceding year shall continue until new installments are fixed.

38. Default

- 38.1 The Corporation may recover from any Owner, by an action for debt:
- a) the unpaid amount of any assessment, together with interest and the actual costs incurred by the Corporation in recovering the unpaid assessment;
 - b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the Act, the Declaration or these Bylaws;
 - c) any other amount which an Owner owes the Corporation.
- 38.2 The Corporation also has a charge against the estate of the defaulting Owner for any amounts that the Corporation has the right to recover under these Bylaws. The charge is deemed to be an interest in land, and the Corporation may register a caveat in that regard against the title to the defaulting Owner's Unit. The Corporation shall not be obliged to discharge the caveat until all arrears (including interest and enforcement costs) have been paid.
- 38.3 No action shall be commenced, and no caveat shall be registered until the payment in question is at least 30 days overdue.

39. Costs related to specific Units:

- 39.1 If the Corporation incurs an expense which is related to a specific Unit, the Corporation may levy a special assessment against that Unit for the entire amount of the expense. Examples include:
- a) increased insurance premiums resulting from the nature of an Occupant's use of his Unit;
 - b) insurance deductibles relating to losses which affect only one Unit;
 - c) legal costs incurred to enforce these Bylaws;
 - d) the cost of repairing damage to a Unit or to the Common Property caused by an Owner, by an Occupant, or by their employees or agents;
 - e) common utilities consumed disproportionately by one Unit.

PART 6 - INSURANCE

40. Insurance Carried by Corporation

- 40.1 The Board shall place and maintain all the insurance coverages specified under the Act, including:
- a) property insurance covering loss of (or damage to) the Units, Common Property, and the Standard Insurable Unit Description,
 - b) occupiers' liability insurance,
 - c) directors' and officers' liability insurance, and
 - d) insurance against liability arising from the Corporation's ownership, use, or operation of machinery and equipment.
- 40.2 From time to time, the Corporation may amend its Standard Insurable Unit Description (SIUD). Upon amendment, the Corporation shall file at the Land Titles Office a notice containing the most current SIUD. The Corporation's insurance policy shall apply to all elements of a Unit (kitchen fixtures, bathroom fixtures, installed carpets, etc.) included within the SIUD which is registered at the Land Titles Office. Owners are responsible for insuring all upgrades to their Unit, being any and all improvements and betterments to the Unit which are not included in the SIUD.

41. Deductibles

- 41.1 The insurance placed by the Board may include provisions commonly known as "deductibles". If a claim is made under that insurance, the deductible will generally be a Corporation expense. However, if the Board determines that the claim:
- a) resulted from the act or omission of an Owner (or the Owner's family, servants, employees, agents, invitees, or tenants), that Owner shall be responsible for paying the insurance deductible.
 - b) primarily affects one or more Units, the Owner(s) of the affected Unit(s) shall pay the insurance deductible.
- 41.2 The Board may levy a special assessment to the Unit (or Units) responsible for paying the deductibles, as set out above.

42. Insurance Carried by Occupants

- 42.1 Occupants shall place and maintain:
- a) insurance against damage to their own personal property, and
 - b) insurance against potential liability to 3rd parties (including other Owners and their tenants).

PART 7 - MISCELLANEOUS

43. Developer's Use of Property

- 43.1 The Developer shall be entitled to use one or more Units owned by it for the purpose of a showhome or a sales center. The Developer shall advise the Board of the hours of operation of its sales center and the nature of its promotional operations. The Developer may erect signage in its discretion and may pursue all reasonable promotional operations.
- 43.2 Until the Developer has sold the last residential unit, it shall be entitled to use five common property visitor parking stalls as showhome/ sales center parking without restriction.
- 43.3 The Developer shall have access to the Common Property at all reasonable hours for purposes of display to prospective purchasers. The Developer shall be entitled to refer to this Project in its promotional operations.

44. Phasing

- 44.1 The Project is intended to be built in phases in accordance with the Regulations passed under the Act.
- 44.2 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.
- 44.3 While any phase of the Project is undeveloped or under construction, the Developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the Developer is not required to pay any condominium fees for Units in phases which are undeveloped or under construction.
- 44.4 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.

45. Non-Profit Corporation

- 45.1 The Condominium Corporation shall operate as a non-profit Corporation.

SECTION 4: OTHER DOCUMENTS



CONDOMINIUM COMMON PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made effective TBD

BETWEEN:

Seton 116 (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 580 Seton Circle SE Calgary, in the Province of Alberta, project known as "Seton 116" (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;



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"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 Seton 116 (Condominium Corporation #TBD) as registered at South Alberta Land Titles Office;

"Corporation" means the Condominium Corporation which is named Seton 116;

"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-Six Dollars (\$25.00) 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;



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- (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



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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;



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- (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;



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- (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



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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



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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.



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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.



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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



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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 on 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.



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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.

**Seton 116 (Condominium
Corporation #TBD)**

By: _____
President & Broker

By: _____
Print name & office of signing Officer



SCHEDULE "A"

**To a Condominium Management Agreement between Seton 116 (Condominium Corporation #TBD)
and Converge Condo Management Inc.**

Dated TBD

DUTIES OF THE BROKERAGE

Administrative Services

1. Attend monthly meetings with the Board. Any meetings in excess of two hours may be subject to \$100 per hour administrative fee.
2. 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.
3. Provide Information Statements when required at a fee payable in line with the Condominium Property Act.
4. 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 200 pages, documents can be printed at a cost of \$0.20 per page.
5. 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.
6. Advise the Board with respect to professional consultants and fees, including legal counsel, insurance brokers, appraisers, survey companies, accounting firms, auditors, contractors.
7. 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.
8. 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.
9. 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.
10. 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 \$2.00 per door for each month collection is required.
11. Maintain all required condominium documents, plans and blueprints.

12. Provide emergency service on a 24-hour per day, 7 day per week basis.
13. Provide general advice and expertise to assist the Board in decision-making.
14. Register any changes of address for service or change in the Board members with the Land Titles Office.
15. Keep the Board informed of new legislation in regards to the Condominium Property Act.
16. 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.).
17. 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.
18. Aid in the development of cost consulting reports (CCR) for the developer for a fee of \$120.00 per completed CCR.
19. 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 \$3,000.00 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.

Condominium Deposit Protection Insurance Policy

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

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

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

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

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

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

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

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

TERMS & CONDITIONS

A. DEFINITIONS

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

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

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

- (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.

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

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

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

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

Once the Claim is paid:

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

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

C. PURCHASER'S PROTECTION PROGRAM

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

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

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

D. INSURED OBLIGATIONS

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

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

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

E. GENERAL

The Insured shall:

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

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

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

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

F. LIMITS AND EXCLUSIONS

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

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

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

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

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

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

G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

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

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

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

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

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

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

H. POLICY TERMINATION

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

I. NOTICE

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

If to the Insured:

Attention: Unit Owner

Email:

Facsimile:

If to the Warranty Provider:

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

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

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

J. IN CASE OF DISAGREEMENT

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

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

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

K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

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

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

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

Home Warranty Insurance Policy

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

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

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

A. DEFINITIONS

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

- (a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;
- (b) "Act" means the New Home Buyer Protection Act;
- (c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;
- (d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;
- (e) "Common Facilities" means:
 - (i) property managed by a condominium corporation pursuant to its bylaws; and
 - (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
 - (A) the Building Envelope;
 - (B) a Delivery and Distribution System that serves two or more units;
 - (C) a load-bearing part;
 - (D) any Common Property as defined in section 14(1)(a) of the Condominium Property Act; and
 - (E) any area subject to an easement in favour of another unit;



- whether or not that unit or portion of a unit is intended for residential occupancy;
- (f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the Municipal Government Act;
 - (g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
 - (i) are contrary to the Alberta Building Code;
 - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
 - (iii) constitute an unreasonable health or safety risk; or
 - (iv) have resulted in material damage to the New Home;
 - (h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;
 - (i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the Safety Codes Act (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:
 - (i) private sewage disposal systems that:
 - (A) serve a single property;
 - (B) are designed to receive no more than 25 m3 of sewage each day; and
 - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
 - (ii) all components of a Delivery and Distribution System in the New Home that are:
 - (A) present on the Commencement Date of this Policy; and
 - (B) installed during construction by the Residential Builder of the New Home; but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;
 - (j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;
 - (k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address www.homeowners.anhwp.com;
 - (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 from the Regulations from the definition of New Home
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the Alberta Rules of Court (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. WARRANTY INSURANCE COVERAGE

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

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

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

C. INSURANCE POLICY TERMS

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

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

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



D. COVERAGE EXCLUSIONS AND EXEMPTIONS

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

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

E. LOSS OR DAMAGE EXCLUSIONS

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

- (a) contractual related issues between the Insured and the Residential Builder;
- (b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (c) normal shrinkage of materials caused by drying after construction;
- (d) substantial use of the residence for non-residential purposes;
- (e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
- (i) acts of nature;
- (j) bodily injury, disease, illness or death resulting from any cause;
- (k) damage to personal property or real property that is not part of a New Home;
- (l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
- (m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;



- (n) diminished value of a New Home or any component of a New Home;
- (o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
- (q) fire, explosion, smoke, flooding or sewer back-up;
- (r) loss of income or opportunity;
- (s) loss of enjoyment, use or benefit of the New Home;
- (t) inconvenience or distress to the owner; and
- (u) any professional fees, including legal, consulting or medical costs.

F. POLICY TERMINATION

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

In the event the Warranty Provider terminates this Policy:

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

G. TRANSFER OF WARRANTY INSURANCE COVERAGE

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

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

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

H. INSURED OBLIGATIONS

The Insured shall:

- (a) adhere to all timelines outlined in this policy;



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

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

I. CLAIM ASSESSMENT AND DISPUTES

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

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

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

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

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

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

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

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

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

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



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

J. NOTICE

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

If to the Insured:

Attention: Homeowner

Email:

Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation

c/o The Alberta New Home Warranty Program

301, 30 Springborough Boulevard SW

Calgary, Alberta, T3H 0N9

Attention: Contact Centre

Email: contactcentre@anhwp.com

Facsimile: (403) 253-5062

Homeowner Portal Address: www.homeowners.anhwp.com

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

K. POLICY CONDITIONS

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

(a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

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

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

(b) WHO MAY GIVE NOTICE AND PROOF

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

(i) by the agent of the Insured if:

(A) the Insured is absent or unable to give the notice or make the proof; and

(B) the absence or inability is satisfactorily accounted for; or

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



(c) MITIGATION

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

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

(d) ENTRY AND CONTROL

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

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

(e) MATERIAL CHANGE IN RISK

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

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

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

(f) IN CASE OF DISAGREEMENT

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

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

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

(g) TRANSFER OF TITLE

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

(h) ADDITIONAL LIVING EXPENSES

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

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

(i) WARRANTY OF REPAIRS OF DEFECTS

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

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

(j) NOTICE

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

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

L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS

(a) Detached Single Self-Contained Dwelling Unit

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

- (i) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by a Residential Builder, is the lesser of:
 - (A) the original purchase price paid to the Residential Builder; and
 - (B) \$265,000.00,not including land value, interest and costs.



(ii) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by an Owner Builder, is the lesser of:

- (A) the appraised value of the New Home at the time of commencement coverage; and
- (B) \$265,000.00,

not including land value, interest and costs.

(iii) The aggregate limit of liability of the Warranty Provider set out in (i) and (ii) includes any and all:

- (A) costs of the repair or replacement of the Defect or Structural Defect;
- (B) mitigation expenses paid by the Warranty Provider to the Insured;
- (C) additional living expenses paid by the Warranty Provider to the Insured;
- (D) costs of any investigation, engineering and design required for the repairs; and
- (E) costs of adjusting and supervision of repairs, including professional review.

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

(i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:

- (A) the original price paid to the Residential Builder; and
- (B) \$130,000.00,

not including land value, interest and costs.

(ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:

- (A) costs of the repair or replacement of the Defect or Structural Defect;
- (B) mitigation expenses paid by the Warranty Provider to the Insured;
- (C) additional living expenses paid by the Warranty Provider to the Insured;
- (D) costs of any investigation, engineering and design required for the repairs; and

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Calgary, Alberta T3H 0N9

1.800.352.8240
anhwp.com

(E) costs of adjusting and supervision of repairs, including professional review.

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

- (i) Subject to sections (ii) and (iii), the aggregate limit of liability of the Warranty Provider is the lesser of:
 - (A) \$130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
 - (B) \$3,300,000.00,not including interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) above includes any and all:
 - (A) costs of the repair or replacement of the Defect or Structural Defect;
 - (B) mitigation expenses paid by the Warranty Provider to the Insured;
 - (C) additional living expenses paid by the Warranty Provider to the Insured;
 - (D) costs of any investigation, engineering and design required for the repairs; and
 - (E) costs of adjusting and supervision of repairs, including professional review.
- (iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.

- (d) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – No Registered Condominium Plan**

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:

WARRANTY COVERAGE	EXPIRY DATE
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LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 139 282 2210613;35;114 221 244 175

LEGAL DESCRIPTION
PLAN 2210613
BLOCK 35
LOT 114
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.283 HECTARES (3.17 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;22;15;SW
ATS REFERENCE: 4;29;22;16;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 221 085 567 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
221 244 175	02/11/2022	TRANSFER OF LAND	\$3,962,500	SEE INSTRUMENT

OWNERS

SETON 116 LTD.
OF 550-91 STREET SW
EDMONTON
ALBERTA T6X 0V1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 029 536	05/02/2018	MORTGAGE MORTGAGEE - ATB FINANCIAL. 25TH FLOOR, 10020-100 ST NW EDMONTON ALBERTA T5J0N3 ORIGINAL PRINCIPAL AMOUNT: \$70,000,000 " AFFECTS PART OF THIS TITLE "

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
221 244 175

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 245 692	13/11/2018	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:1812163
191 253 544	12/12/2019	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:1912456
221 085 571	26/04/2022	RESTRICTIVE COVENANT AS TO PORTION OR PLAN:2210615
221 085 572	26/04/2022	ENCUMBRANCE ENCUMBRANCEE - SETON HOMEOWNERS ASSOCIATION. 4906 RICHARD ROAD SW CALGARY ALBERTA T3E6L1
221 085 574	26/04/2022	CAVEAT RE : EASEMENT
221 085 575	26/04/2022	CAVEAT RE : RESTRICTIVE COVENANT
221 085 576	26/04/2022	CAVEAT RE : RESTRICTIVE COVENANT
221 244 176	02/11/2022	CAVEAT RE : RESTRICTIVE COVENANT
221 244 177	02/11/2022	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - SOUTH SETON GP INC. C/O MORGAN F TINGLE PROFESSIONAL CORPORATION 4906 RICHARD ROAD SW CALGARY ALBERTA T2E6L1
221 244 178	02/11/2022	MORTGAGE MORTGAGEE - SOUTH SETON GP INC. 4906 RICHARD ROAD SW CALGARY ALBERTA T3E6L1 ORIGINAL PRINCIPAL AMOUNT: \$3,170,000

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF
NOVEMBER, 2022 AT 12:35 P.M.

ORDER NUMBER: 45782755

CUSTOMER FILE NUMBER: 50490



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).

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

Seton 116
Calgary, Alberta

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

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

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

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

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

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

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

SECTION 5: BUDGET

Seton 116
108 Unit Townhouse Condominium Project
Calgary, Alberta

Proposed Operating Budget

<u>Revenue</u>	Per Year	avge unit share per month
Condo Fees	\$ 256,269	\$ 198
Other Income		
Total	\$ 256,269	\$ 198
<u>Expenses</u>		
Maintenance & Repairs		
- grounds maintenance	\$ 23,900	
- snow removal (roadway & walks)	\$ 45,000	\$ 60
- general maintenance	\$ 9,300	
Insurance (units and common property)		
- based on full replacement cost	\$ 70,200	\$ 54
- appraisal	\$ 333	
Utilities		
- power (common property)	\$ 720	
- water & sewer (common property)	\$ 1,800	\$ 12
- garbage removal	\$ 13,296	
Condominium Management Services		
- Property Management	\$ 26,460	\$ 21
- postage, bank charges, etc.	\$ 960	
Other Contracted Services		
- professional fees	\$ 2,500	\$ 2
Other Expenses		
- Contingency	\$ 2,400	\$ 2
Total Operating Expenses	\$ 196,869	\$ 152
Reserve Fund	\$ 59,400	\$ 46
Total operating plus reserves	\$ 256,269	\$ 198

This proposed budget was prepared on October 30, 2022 by Edward Davies (lawyer) based on data provided by Dana Bouwman, Converge Condo Management Inc. The budget contains estimated operating expenses for the corporation's 1st year of operations and is valid for 12 months from November 1, 2022. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

ALLOCATION OF UNIT FACTORS / ESTIMATED CONDO FEES

Seton 116
Calgary, Alberta

Under Alberta Condominium law, each condominium unit carries a unit factor which determines that unit's share of the common elements in the project. Unit factors have been allocated among the condominium units in Seton 116 based on the following:

1. The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.
2. Titled parking stalls have arbitrarily been assigned 1 unit factor.
3. Unit Factors are allocated among residential units based on their model plan type.
4. The Developer reserves the right to adjust unit factors if it believes that the adjustment results in a fairer apportionment between units.

Unit factors for all units are shown on the unit factor table printed on the front page of the registered condominium plan.

ESTIMATED CONDOMINIUM FEES

Seton 116
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.

Professional property managers have estimated that operating costs (for the first full year of normal operations) should be **\$256,269**. If the Board adopts the proposed budget (copy included in the Developer's disclosure package), monthly condominium fees would be as follows:

	Unit Factor	Estimated Monthly Condo Fees
Bergen	108	\$231
Birch	108	\$231
Cali	64 or 65	\$137 or \$139
Cedar	59 or 60	\$126 or \$128
Fen	107	\$229
Ferrera	108	\$231
Titled Parking Stalls	1	\$2.14

If a Purchaser takes possession before Condominium Fees have been assessed, that Purchaser 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.).