

PURCHASE AGREEMENT
BELLE RIVE LANDING TOWNHOMES
Edmonton, AB

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.

BELLE RIVE LANDING TOWNHOMES
townhouse condominium project
Edmonton, Alberta

TABLE OF CONTENTS

SECTION 1:	Purchase Agreement, which includes: <ul style="list-style-type: none">- the names and address for service of the developer- details of leases for projects built on leased land (not applicable)- name and address of prescribed trustee- statement as to occupancy dates
SECTION 2:	Condominium Plan (or proposed condominium plan) together with: <ul style="list-style-type: none">- the project site plan- floor plans for all model types- a summary of project specifications- a description of common property- registered phased development disclosure statement- registered Standard Insurable Unit Description (none adopted)
SECTION 3:	Bylaws (or proposed Bylaws) of the condominium corporation
SECTION 4:	Other Documents related to the purchase, namely: <ul style="list-style-type: none">- management agreement or proposed 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 (not applicable - condo plan already registered)- 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)- City of Edmonton First Place Program documents
SECTION 5:	Budget documents, namely: <ul style="list-style-type: none">- the currently adopted budget- 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:

BARE TRUSTEE: Rohit Communities Belle Rive Ltd.
550 91 Street SW
Edmonton, Alberta, T6X 0V1

-and-

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

(the Developer)

(the Purchaser)

1. The Purchase

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

a) Model Type _____ to built as Job No. _____ within Building No. _____ in a condominium project to be known as Belle Rive Landing Townhomes located at 16350 82 Street NW, Edmonton, Alberta.

Legal Description: Condominium Plan _____;

Civic address #: _____

The purchase of this unit will ☐ will not ☐ include one titled parking stall as follows:

Condominium Plan: _____ Unit: _____ Titled Parking Stall No. _____

b) the shares in the common property allocated to the unit (the Home).

1.2 The Developer has produced (and the purchaser has received) a customer information package that includes the disclosure documents required by the *Condominium Property Act* and Regulations. The parties consent to the use of electronic means for purposes of meeting the disclosure requirements.

2. Payment

2.1 The Purchaser agrees to pay \$ _____ for the Home, calculated as follows:

a. Price of Home only (excluding 5% GST)	\$ _____
b. Modifications and Extras (excluding 5% GST)	\$ _____
c. GST on Home and Extras only (calculated at 5%)	+ _____
d. Less GST New Housing Rebate (on Home only)	+ _____
e. SUB TOTAL of above	- _____
f. Price of Land (excluding 5% GST)	\$ _____
g. GST on Land (calculated at 5%)	\$ _____
h. Less GST Rebate (on Land only)	+ _____
i. Net GST on Land only	- _____
j. Total Price of Home, GST, less rebate on Home & Land	\$ _____
k. Price of Land only (as deferred)	\$ _____
l. TOTAL PRICE (lines j + k)	\$ _____

2.2 The Purchaser agrees to pay to the Developer the above price as follows:

Initial deposit of \$ _____

Less additional deposit of \$ _____

Third deposit of \$ _____ on additional date of _____

Balance required to complete \$ _____

Total Purchase Price \$ _____

3. Occupancy Date Statement

3.1 For purposes of the regulations passed under the *Condominium Property Act*, the Developer now specifies that the Home will be ready for occupancy by the Purchaser within the following range of dates:

Earliest possible date: _____

Latest Possible Date: _____

Purchaser Initials _____

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

Signed by the Purchaser in the presence of:

Witness:

}
}
}
}
}
}
}
}

Purchaser:

Purchaser:

Date signed:

Signed by the Developer in the presence of:

Witness:

}
}
}
}
}
}
}
}

BARE TRUSTEE:

Per:

(Authorized Signatory)

Date signed:

4. Conditions

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

Condition Day: _____

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

4.2 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.

4.5 The parties confirm that the Home is part of a townhouse condominium project which is part of the City of Edmonton's First Place Program. As a result, this agreement is not enforceable unless the Purchaser has met the requirements for the First Place Program, been approved by the City of Edmonton and executed all necessary documents as required by the City of Edmonton.

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 cancels this agreement within 10 days as allowed by the Condominium Property Act,
- c) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times,
- d) the Developer has not removed any of the Developer's conditions set out in this agreement, within the specified times, or
- e) the Developer has not obtained a building permit (for the building in which the Home is located) within 18 months of the date the initial deposit was paid.

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

5.3 Once the Developer has returned the Purchaser's 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 Parker Dubrule Szaszkiwicz LLP (PDS Law) of #202, 18332 Lessard Road NW, Edmonton, Alberta 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 Home and also including the documents included in the developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the appearance of the Home. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

7. Material Changes

- 7.1 The Developer may not make material changes to the project unless it provides the purchaser with notice of the changes as required by section 13.1 of the Condominium Property Act.

8. Warranty

- 8.1 The Developer agrees to enrol the project with a 3rd party warranty provider as required by the New Home Buyer Protection Act. As a result, the Home will carry the warranties specified in the Act. A copy of the applicable Warranty is included in the "Other Documents" section of the Customer Information Package.
- 8.2 Any disputes arising under this agreement shall be settled using the dispute resolution procedure created by the New Home Buyers Protection Act.
- 8.3 The Developer also warrants that it is a resident of Canada for tax purposes.
- 8.4 All other warranties are excluded.

9. Closing Date and Possession

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

10. 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 its own legal costs.
- 10.2 The Developer will ensure that title to the Home will be free of all encumbrances except:
- a) any non-financial encumbrances as may be registered by neighbouring land owners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, 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, 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 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.).
- 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 Purchaser 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%.

11. Goods & Services Tax

- 11.1 The Purchase Price of the Home includes net GST. In other words, the Developer will pay the GST arising from the sale as long as the Purchaser assigns the New Housing Rebate to it.
- 11.2 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.

12. Miscellaneous

- 12.1 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.
- 12.2 Any notices given under this agreement shall be deemed to be received once delivered:
- 12.3 to the Developer at its address as stated on this agreement,
- 12.4 to the Purchaser at the municipal or e-mail address shown in this purchase agreement or (after the Closing Date) at the Home.
- 12.5 On marketing materials, unit sizes have been estimated using standards developed for rental buildings (i.e. areas include all of exterior walls, 1/2 of party walls, nothing for the garage or for the unit's share of common property). On the registered condominium plan, unit sizes will be based on land areas only.
- 12.6 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. Entire Agreement

- 13.1 This Purchase Agreement contains the entire agreement between the parties. In other words, the parties are not legally bound to honour any obligations to each other (concerning the construction of, or the purchase/sale of the Home) other than those contained in this Purchase Agreement.
- 13.2 This agreement may be amended only by a further written agreement, signed by both parties.

**CANADA MORTGAGE AND HOUSING CORPORATION FIRST-TIME HOMEBUYER
INCENTIVE PROGRAM**

PURCHASER ADDENDUM

1. The Purchaser is not permitted to participate in the City's First Place - An Edmonton Home Ownership Program (the "First Place Program") if they are participating in the Canada Mortgage and Housing Corporation First-Time Homebuyer Incentive Program (the "FTHBI Program").
2. The Purchaser has elected to participate in the FTHBI Program and as such, understands and agrees that:
 - a) The provisions set out in Paragraphs 3.5 and 9.2(c) of the Purchase Agreement pertaining to the First Place Program no longer apply to the purchase of the Home, and that the Purchaser will be responsible for paying the cost associated with the land value for the Home to the Developer on the Closing Date set out in the Purchase Agreement; and
 - b) the Purchaser is, or will be upon removal of any conditions of the Purchase Agreement, and will remain a qualified buyer through the FTHBI Program and will purchase the Unit pursuant to FTHBI Program.

SECTION 2: CONDOMINIUM PLAN

E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E-37	31.5	1	1	14.3	22	1	14.3
E-38	29.0	2	1	14.3	23	1	14.3
E-39	30.1	3	1	14.3	24	1	14.3
		4	1	14.3	25	1	14.3
		5	1	14.3	26	1	14.3
		6	1	14.3	27	1	14.3
		7	1	14.3	28	1	14.3
		8	1	14.3	29	1	14.3
		9	1	14.3	30	1	14.3
		10	1	14.3	31	1	14.3
		11	1	14.3	32	1	14.3
		12	1	14.3	33	1	14.3
		13	1	14.3	34	1	14.3
		14	1	14.3	35	1	14.3
		15	1	14.3	36	1	14.3
		16	1	14.3	37	1	160.0
		17	1	14.3	38	1	114
		18	1	14.3	39	1	161.8
		19	1	14.3	UNIT 'A'	9,822	134 ha
		20	1	14.3	TOTAL	10,000	
		21	1	14.3			

378 UNIT FACTORS HAVE BEEN ASSIGNED TO 39 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 9,822 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'A' FOR FUTURE USE.

NOTE:

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

LAND TITLES OFFICE

PLAN No. 192 1617

ENTERED AND REGISTERED ON May 23, 2019

INSTRUMENT No. 192 112 741

Shawn Lovell
A.D. REGISTRAR

SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.

DATES OF SURVEY: NOVEMBER 6, 2018

TO: MARCH 8, 2019

IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN

OCCUPATION: ALBERTA LAND SURVEYOR

DATE: MAY 6, 2019

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO: LDA18-0654, LDA19-0196, & CON/19-0039

CERTIFICATE: SECTION 47, SURVEYS ACT

REGISTERED ON _____ AS NUMBER _____ CERTIFYING THAT ALL STATUTORY MONUMENTS WERE PLACED IN THE GROUND BETWEEN THE DATES OF _____ AND _____ AND ARE POSITIONED IN ACCORDANCE WITH THE CO-ORDINATES SHOWN ATTACHED TO THE PLAN INSTRUMENT EXCEPT FOR THE FOLLOWING:

REGISTRAR _____

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS.
- STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS.
- ASPHALT NAILS PLACED SHOWN THUS.
- ALBERTA SURVEY CONTROL MARKERS (A.S.C.M.) SHOWN THUS.
- GEO-REFERENCE POINT (RP) SHOWN THUS.
- CURVE CENTRE POINTS SHOWN THUS.
- REFERENCE CONTROL MONUMENTS, ASPHALT NAILS, SHOWN THUS.
- POSITIONS WHERE STATUTORY IRON POSTS ARE TO BE PLACED, MARKED WITH CORPORATION PERMIT NUMBER P073, SHOWN THUS.
- CO-ORDINATE POSITIONS OF THE MONUMENTS FOUND BY THIS SURVEY, SURVEY CONTROL MARKERS USED, REFERENCE MARKERS INSTALLED, AND THE LOCATION OF ALL MONUMENTS TO BE PLACED IN ACCORDANCE WITH SECTION 47 OF THE SURVEYS ACT, ARE SHOWN IN A TABLE OF CO-ORDINATES ATTACHED TO THE PLAN INSTRUMENT.
- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811.
- REFERENCE MERIDIAN IS 114°.
- GEO-REFERENCE POINT (RP) IS A.S.C.M. 393108 WITH 3TM NAD83(ORIG.) PUBLISHED COORDINATES: NORTHING 5944273.647, EASTING 34282.190
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- ALL DISTANCES ON CURVED BOUNDARIES ARE ARC LENGTHS.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 37 TO 39 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF SURFACE PARKING UNITS 1 TO 36 INCLUSIVE AND BARE LAND UNIT 'A' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, SURFACE PARKING UNITS, NOR WITHIN BARE LAND UNIT 'A'.
- AREAS E.37 TO E.39 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS.
- PARKING STALLS DELINEATED IN ACCORDANCE WITH SECTION 8(1)(L) OF THE CONDOMINIUM PROPERTY ACT SHOWN THUS.
- ALL EXCLUSIVE POSSESSION AREAS AND PARKING STALLS FOR VISITORS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS, AND CONTAINS 1.64 ha

ABBREVIATIONS DENOTED THUS:

Approx. - APPROXIMATE	Fd. - FOUND	No. - NUMBER	Res. - RESTORED
A.S.C.M. - ALBERTA SURVEY CONTROL MARKER	G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM	ORIG. - ORIGINAL	RGE. - RANGE
C.A. - CENTRAL ANGLE	ha. - HECTARE	Perp. - PERPENDICULAR	RP - RIGHT OF WAY
C.S. - COUNTERSUNK	l. - STATUTORY IRON SURVEY POST	Pos. - POSITION	S. - SOUTH
Dst. - DISTURBED	MER. - MERIDIAN	PUL. - PUBLIC UTILITY LOT	SEC. - SECTION
E. - EAST	Mk. - MARK	R. - RADIAL	sq.m. - SQUARE METRES
E.P.A. - EXCLUSIVE POSSESSION AREA	MR - MUNICIPAL RESERVE	R - RADIUS	TWP. - TOWNSHIP
Est. - ESTABLISHED	N. - NORTH	Re-est. - RE-ESTABLISHED	V.P. - VISITOR PARKING STALL
		Ref. - REFERENCE	W. - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT OF LOT A, BLOCK 118, PLAN 172 3074 WITHIN THE N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

JASON C. WORKMAN, A.L.S. 2019

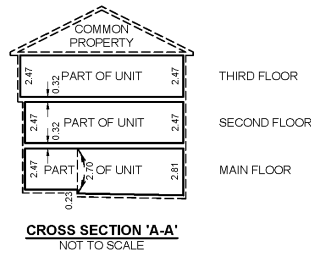
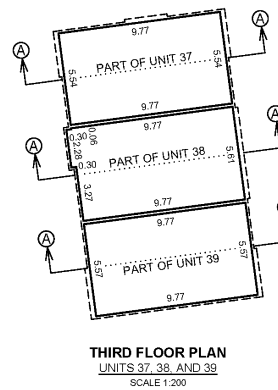
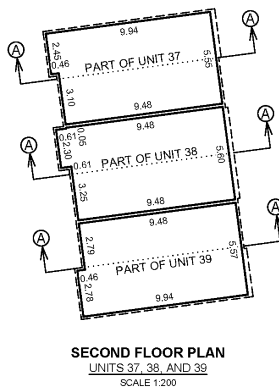
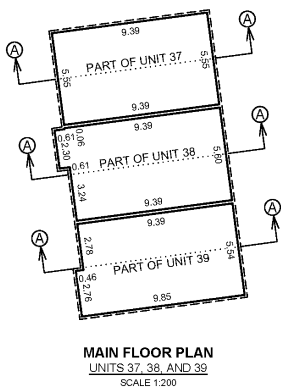
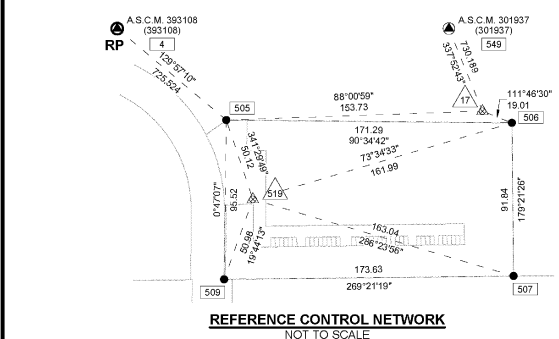
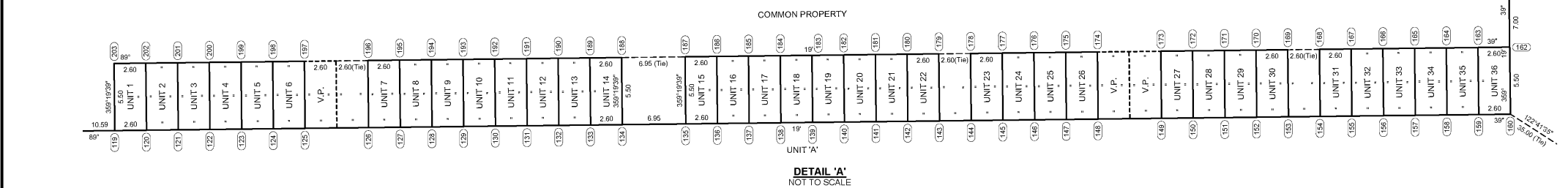
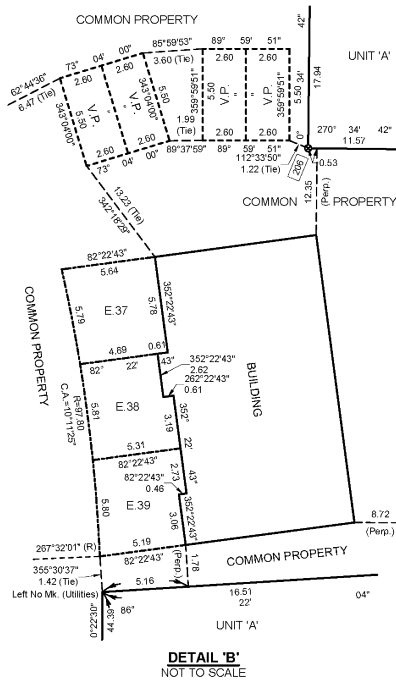
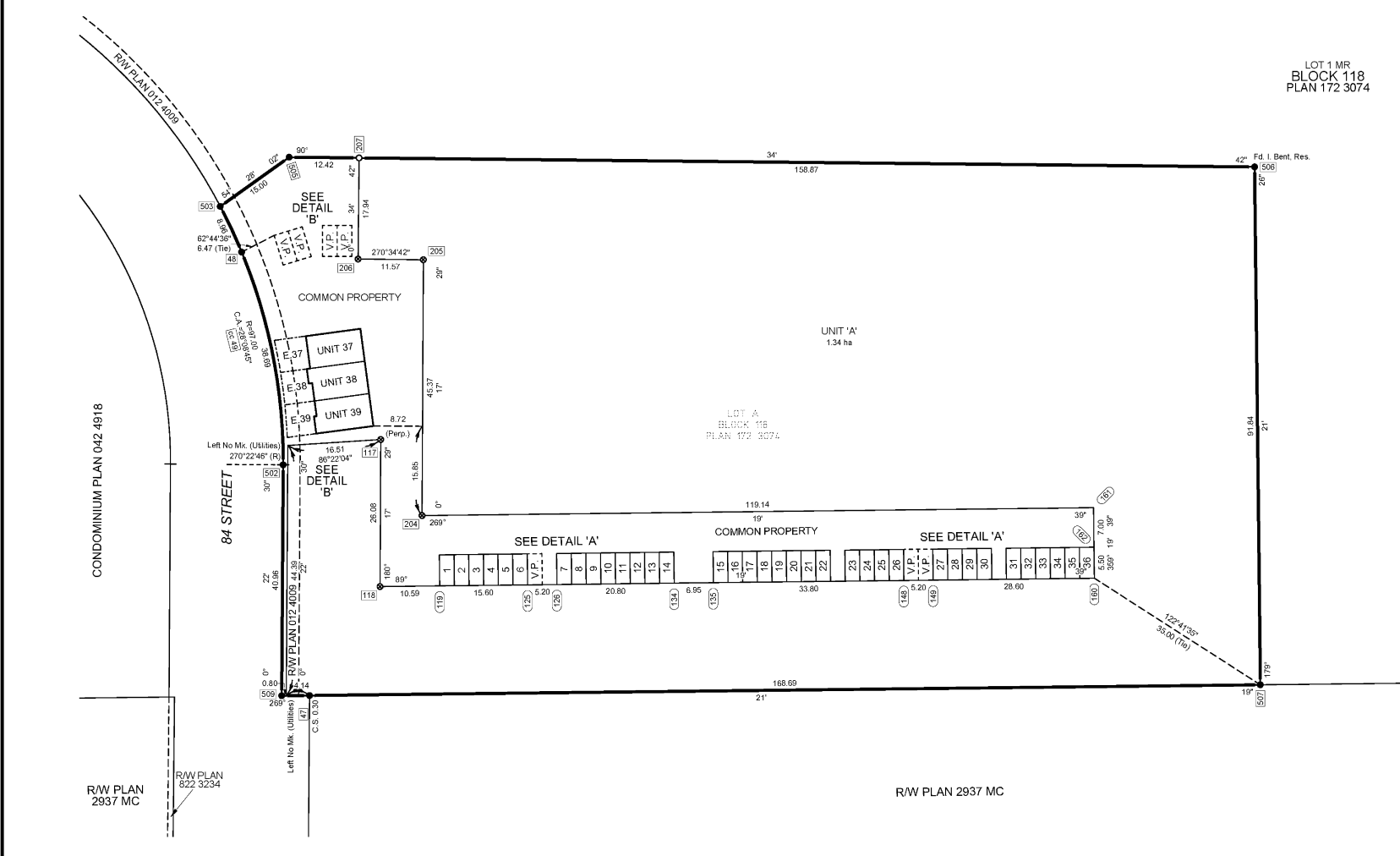
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THE DEVELOPER'S ADDRESS:
550 91 STREET S.W.
EDMONTON, AB T6X 0V1

THE CORPORATION'S ADDRESS:
550 91 STREET S.W.
EDMONTON, AB T6X 0V1

Phone: (780) 455-3177 Fax: (780) 451-2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 11800107PH1
DRAFTED BY: ME
CHECKED BY: MK



S.P.A. NUMBER	AREA (HECTARES)	UNIT NUMBER	UNIT FACTOR	UNIT AREA (SQUARE METRES)
E-40	33.8	40	115	155.5
E-41	32.2	41	114	154.5
E-42	32.5	42	115	155.4
TOTAL	9.82	9.278	1.31	1.31

344 UNIT FACTORS HAVE BEEN ASSIGNED TO 3 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 9.278 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'B' FOR FUTURE USE.

LOT 3 MR
BLOCK 118
PLAN 192 0999

LAND TITLES OFFICE
PLAN No. **192 1617**
ENTERED AND REGISTERED
ON **SEPTEMBER 25, 2019**
INSTRUMENT No. **192 231 648**
C. JONES
A.D. REGISTRAR

SHEET 1 OF 1 SHEET
PHASE 2

SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.

DATES OF SURVEY: NOVEMBER 6, 2018

TO: JULY 29, 2019

IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEY'S ACT

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO. CON/19-0095

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 18(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN

OCCUPATION: ALBERTA LAND SURVEYOR

DATE: SEPTEMBER 16, 2019

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE
PROPERTY ON WHICH THE BUILDING IS LOCATED.

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THIS
- ASPHALT NAILS FOUND SHOWN THIS
- ASPHALT NAILS PLACED SHOWN THIS
- PORTIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THIS
- GEOD-REFERENCE POINT (RP) SHOWN THIS
- BEARINGS ARE IN DEG. 3TH GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811
- REFERENCE MERIDIAN IS 114°
- GEOD-REFERENCE POINT (RP) IS A F4 1 WITH 3TH NAD(83) G.J. COORDINATES:
NORTHING 5943806.107, EASTING 350005.503
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT
GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT DIMENSIONS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 40 TO 42 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE
INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF BARE LAND UNIT 'B' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE
SURVEY'S ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN
BARE LAND UNIT 'B'.
- AREAS E-40 TO E-42 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT,
PURSUANT TO SECTION 18(5) OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THIS
- ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THIS
AND CONTAINS 1.34 ha

ABBREVIATIONS DENOTED THIS:

Approx. - APPROXIMATE	N - HECTARE	Perp. - PERPENDICULAR	Rest. - RESTORED
C.A. - CENTRAL ANGLE	STATUTORY IRON SURVEY POST	Pos. - POSITION	RSE - RANGE
C.S. - COUNTERSUNK	MR - MERIDIAN	P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES	R/W - RIGHT OF WAY
DM - DISTURBED	MR - MUNICIPAL RESERVE	PUL - PUBLIC UTILITY LOT	SEC - SECTION
E - EAST	N - NORTH	R - RADIAL	WM - SQUARE METRES
E.P.A. - EXCLUSIVE POSSESSION AREA	N - NUMBER	R - RADIUS	TWP - TOWNSHIP
Est. - ESTABLISHED	ORIG. - ORIGINAL	Ref. - RE-ESTABLISHED	V.P. - VISION PARKING STALL
F4 - FOUND	G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM	Ref. - REFERENCE	W - WEST

BELLE RIVE LANDING
PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT

OF
UNIT A, CONDOMINIUM PLAN 192 1617
AND 9,622 / 10,000 SHARES OF COMMON PROPERTY

WITHIN THE
N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

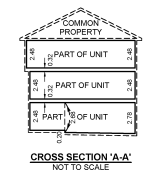
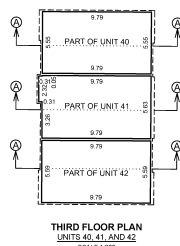
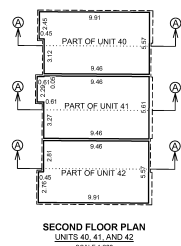
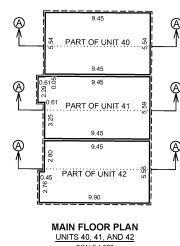
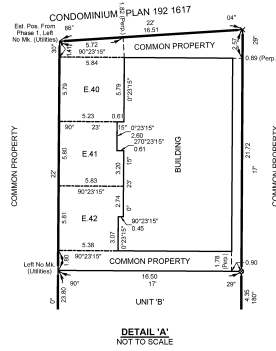
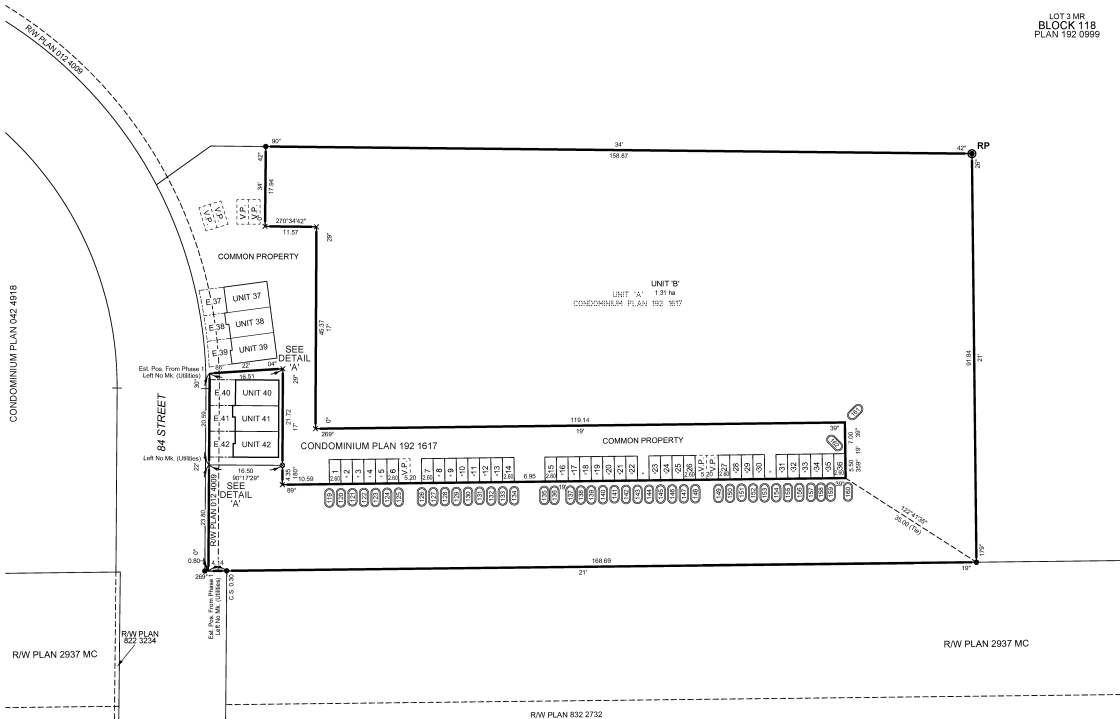
JASON C. WORKMAN, A.L.S. 2019

SCALE: 1:500 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 METRES

Pals Geomatics

Phone: (780) 455-3177 Fax: (780) 455-2347
Email: edmonton@palsgeomatics.com
W7M - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 11801010190
DRAFTED BY: ME
CHECKED BY: BK



R
18
0999

E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E 43	33.9	43	115	160.0
E 44	32.4	44	114	163.7
E 45	32.8	45	115	161.5
E 46	32.0	46	110	150.4
E 47	32.0	47	110	152.3
E 48	32.0	48	110	150.3
		UNIT 'C'	8,604	1.22 ha
		TOTAL	9,278	

674 UNIT FACTORS HAVE BEEN ASSIGNED TO 6 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 8,604 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'C' FOR FUTURE USE.

LOT 3 MR
BLOCK 118
PLAN 192 0999



LAND TITLES OFFICE

PLAN No. **192 1617**

ENTERED AND REGISTERED

ON **December 9, 2019**

INSTRUMENT No. **192 298 216**

B. McGunigal
A.D. REGISTRAR

SHEET 1 OF 2 SHEETS

PHASE 3

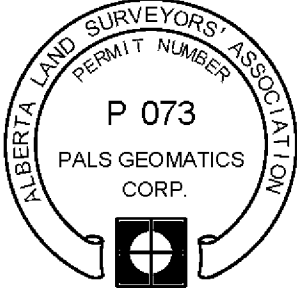
SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.

DATES OF SURVEY: NOVEMBER 6, 2018

TO: NOVEMBER 7, 2019

IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT



SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO. CON/19-0130

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN

OCCUPATION: ALBERTA LAND SURVEYOR

DATE: NOVEMBER 27, 2019

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
- STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS
- ASPHALT NAILS FOUND SHOWN THUS
- POSITIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THUS
- GEO-REFERENCE POINT (RP) SHOWN THUS
- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811.
- REFERENCE MERIDIAN IS 114°.
- GEO-REFERENCE POINT (RP) IS A Fd. I. WITH 3TM NAD83(ORIG.) COORDINATES: NORTHING 5943806.107, EASTING 35009.503
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 43 TO 48 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF BARE LAND UNIT 'C' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEY'S ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'C'.
- AREAS E 43 TO E 48 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS.
- ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS, AND CONTAINS 1.31 ha

ABBREVIATIONS DENOTED THUS:

Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
CA - CENTRAL ANGLE	I - STATUTORY IRON SURVEY POST	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR	R/W - RIGHT OF WAY
Dist. - DISTURBED	Mk. - MARK	PERSONS WITH DISABILITIES	S. - SOUTH
E - EAST	MR - MUNICIPAL RESERVE	PUL - PUBLIC UTILITY LOT	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N - NORTH	(R) - RADIAL	sq.m. - SQUARE METRES
Est. - ESTABLISHED	No. - NUMBER	R - RADIUS	TWP. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Re-est. - RE-ESTABLISHED	V.P. - VISITOR PARKING STALL
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM		Ref. - REFERENCE	W. - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT B, CONDOMINIUM PLAN 192 1617

AND 9,278 / 10,000 SHARES OF COMMON PROPERTY

WITHIN THE

N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

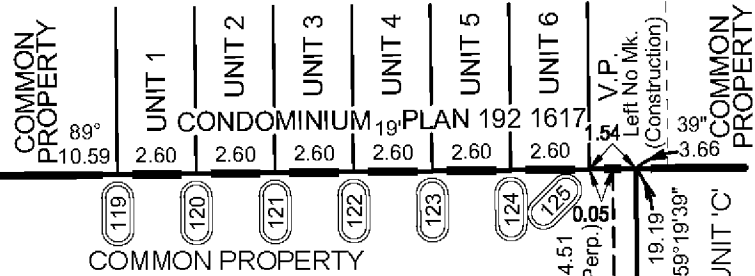
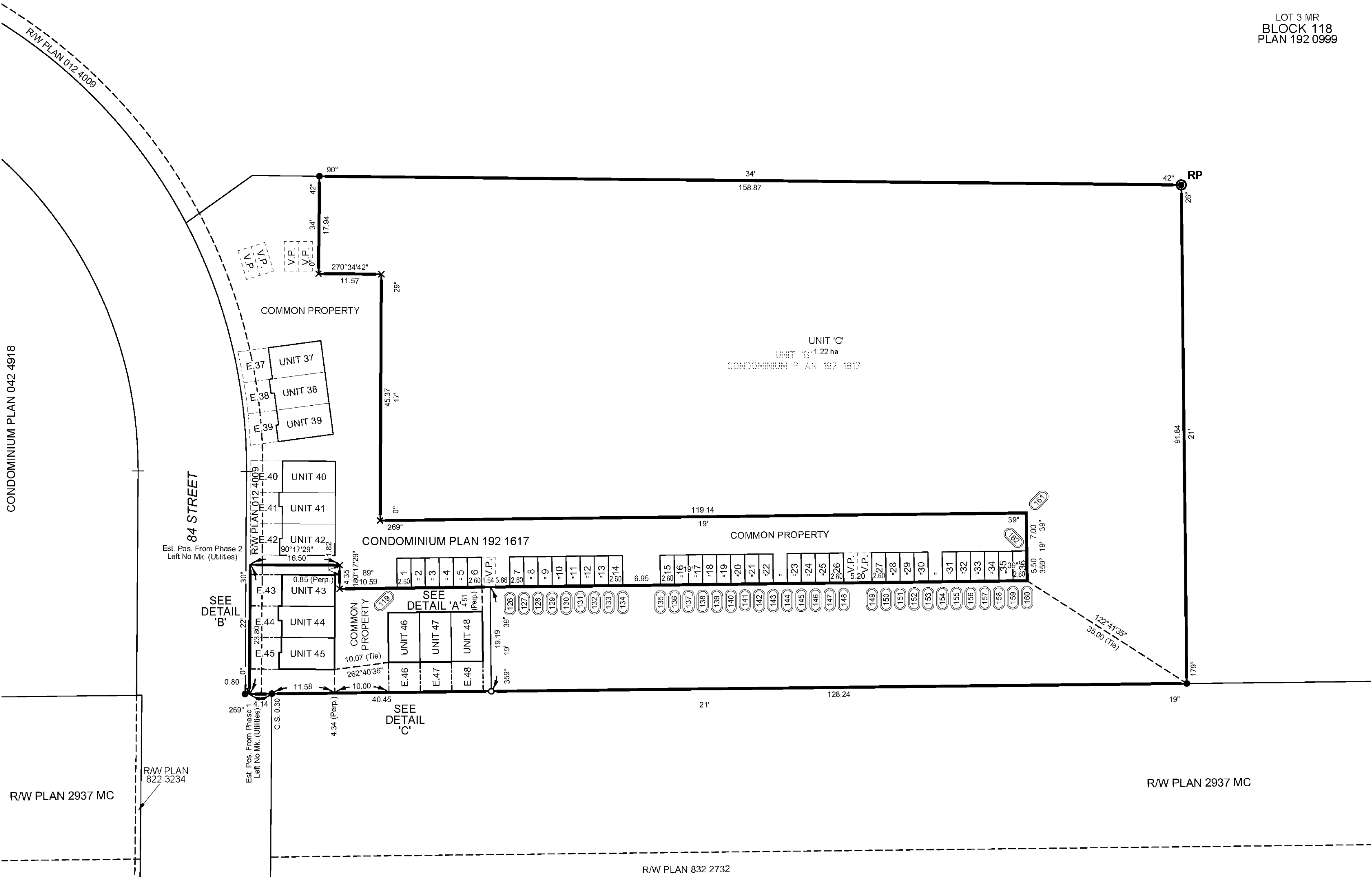
JASON C. WORKMAN, A.L.S. 2019

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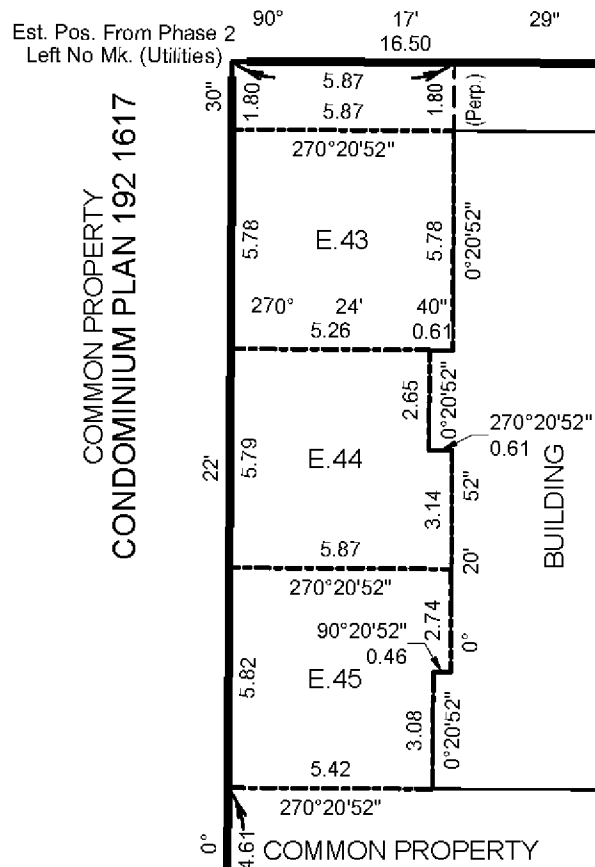
Pals Geomatics

Phone: (780) 455-3177 Fax: (780) 451-2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

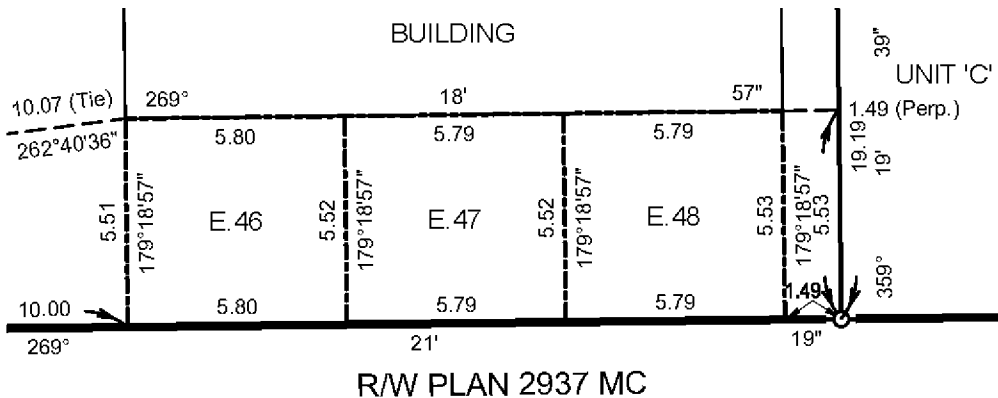
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CHECKED BY: MK



DETAIL 'A'
NOT TO SCALE



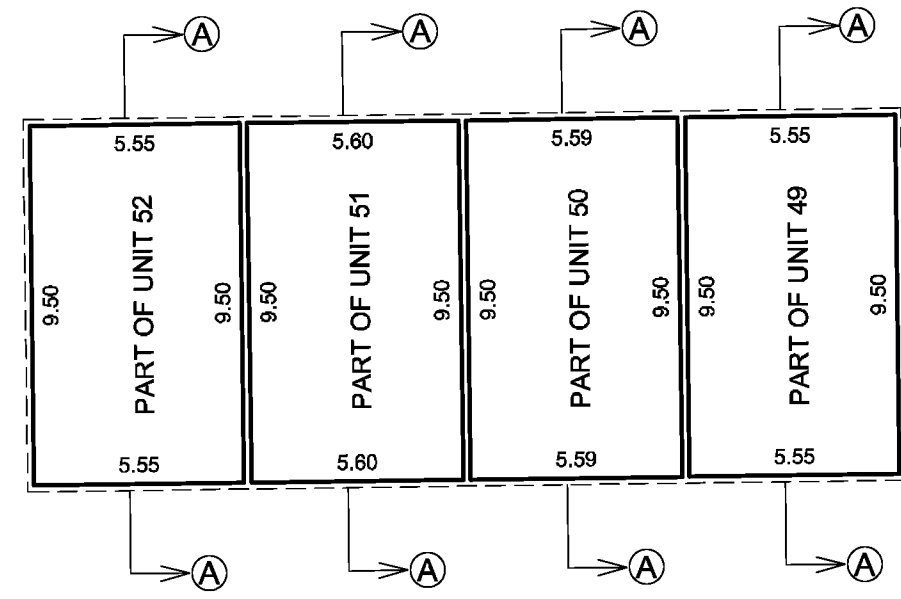
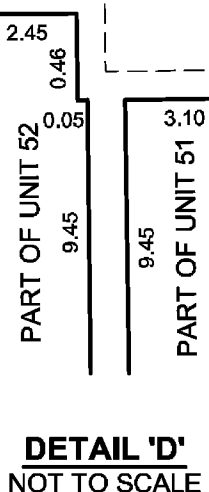
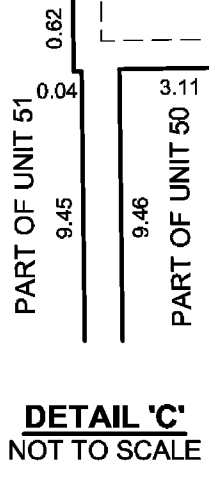
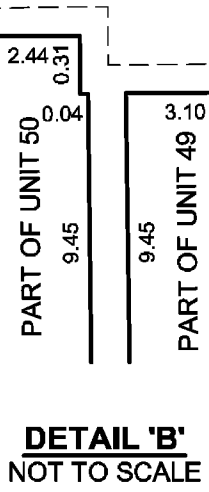
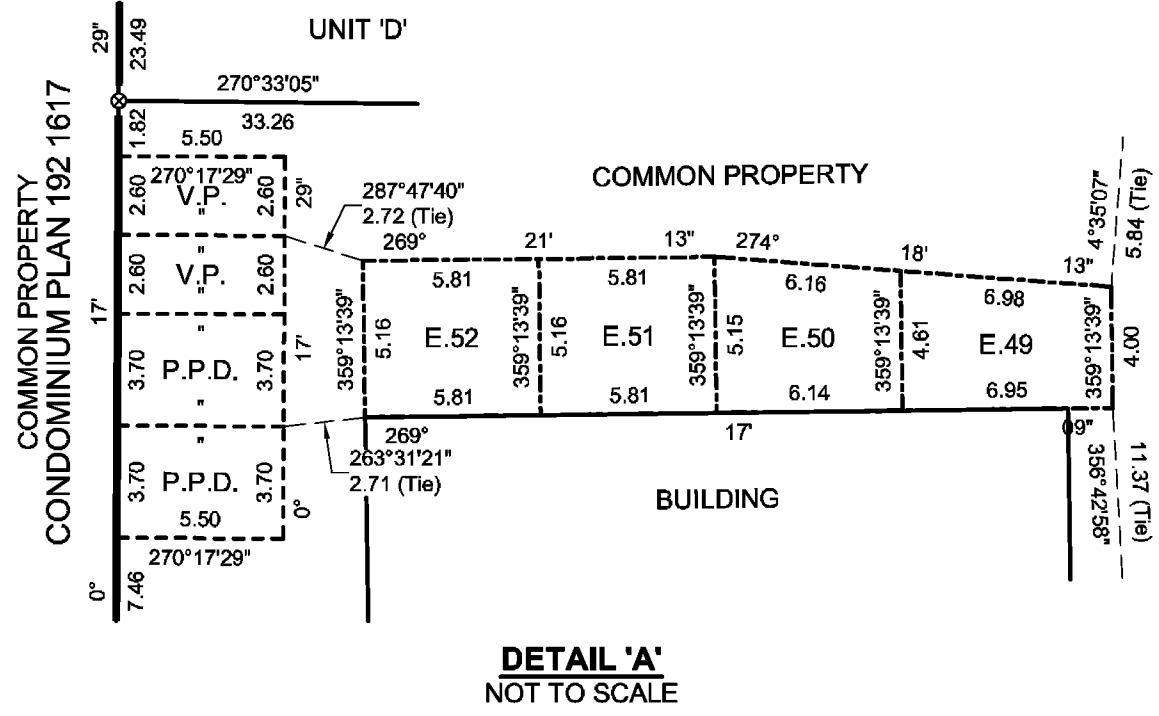
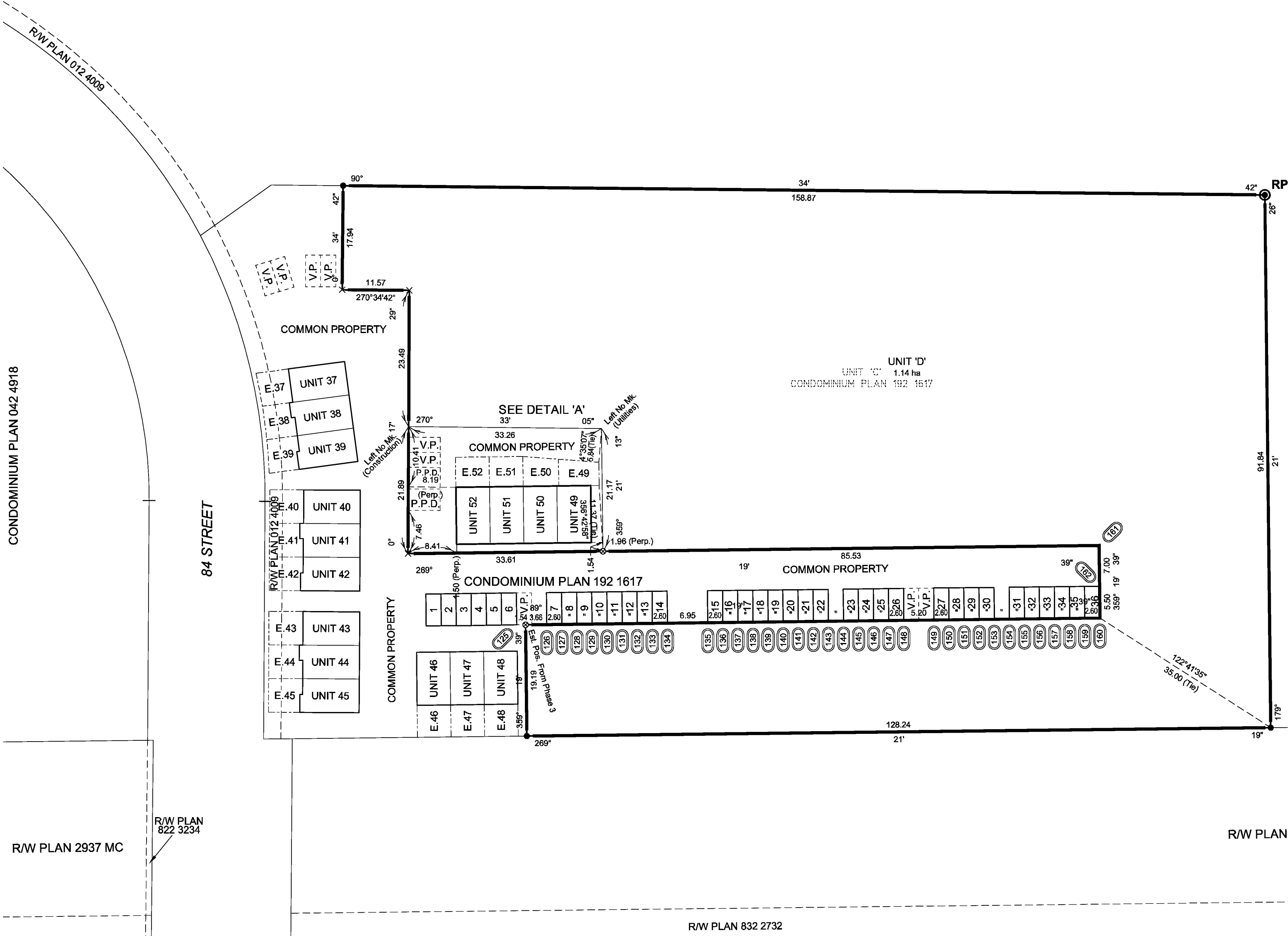
DETAIL 'B'
NOT TO SCALE



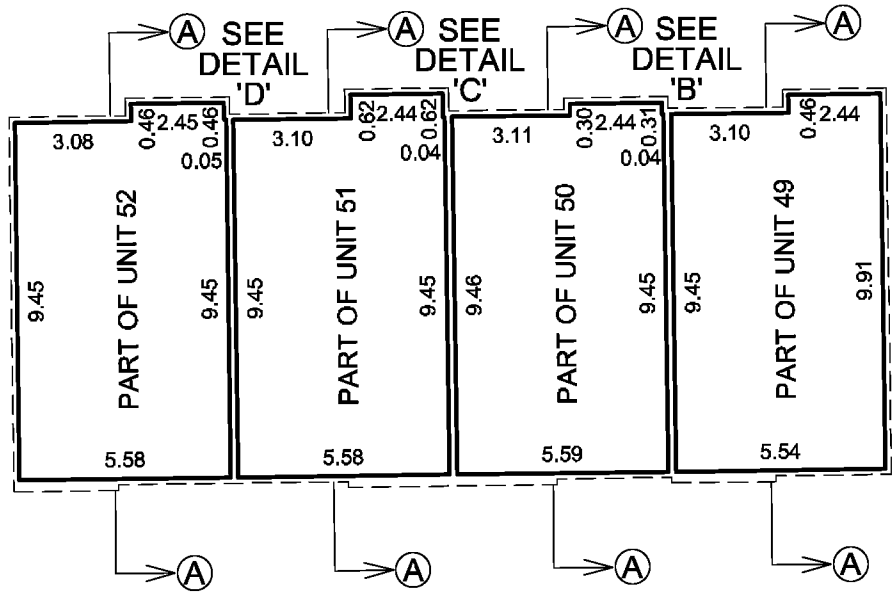
DETAIL 'C'
NOT TO SCALE

E.P.A. NUMBER	AREA Approx. sq. m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq. m.
E.49	29.9	49	114	160.3
E.50	30.0	50	114	161.1
E.51	29.9	51	114	162.7
E.52	30.0	52	114	160.8
		UNIT 'D'	8,148	1.14 ha
		TOTAL	8,604	
456 UNIT FACTORS HAVE BEEN ASSIGNED TO 4 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 8,148 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'D' FOR FUTURE USE.				

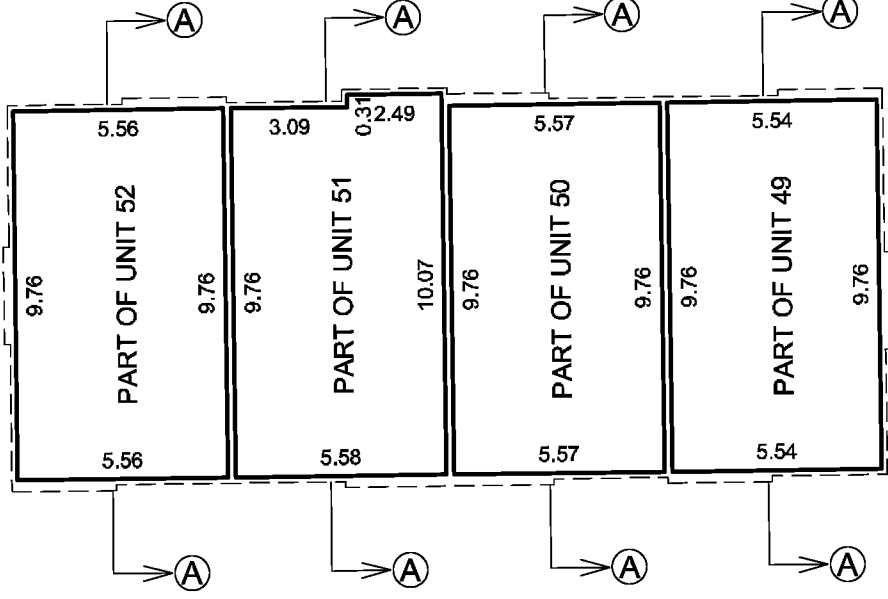
LOT 3 MR
BLOCK 118
PLAN 192 0999



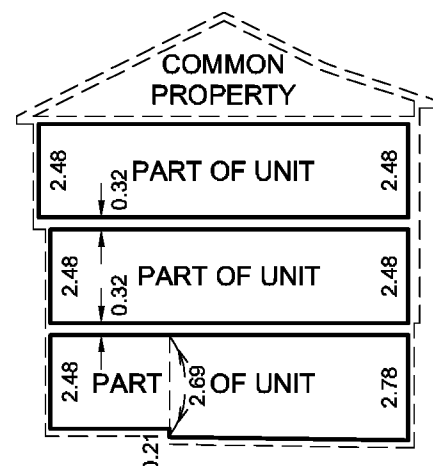
MAIN FLOOR PLAN
UNITS 49 TO 52 INCLUSIVE
SCALE 1:200



SECOND FLOOR PLAN
UNITS 49 TO 52 INCLUSIVE
SCALE 1:200



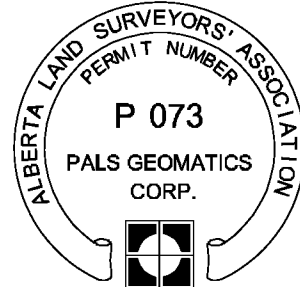
THIRD FLOOR PLAN
UNITS 49 TO 52 INCLUSIVE
SCALE 1:200



CROSS SECTION 'A-A'
NOT TO SCALE

LAND TITLES OFFICE
PLAN No. 192 1617
ENTERED AND REGISTERED
ON March 19, 2020
INSTRUMENT No. 202 062 761
L. Richards
A.D. REGISTRAR

SURVEYOR:
NAME: JASON C. WORKMAN, A.L.S.
DATES OF SURVEY: NOVEMBER 6, 2018
TO: FEBRUARY 14, 2020



IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO. CON/20-0026

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN
OCCUPATION: ALBERTA LAND SURVEYOR
DATE: MARCH 16, 2020

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE
PROPERTY ON WHICH THE BUILDING IS LOCATED.

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
- ASPHALT NAILS FOUND SHOWN THUS
- ASPHALT NAILS PLACED SHOWN THUS
- POSITIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THUS
- GEO-REFERENCE POINT (RP) SHOWN THUS
- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811.
- REFERENCE MERIDIAN IS 114°.
- GEO-REFERENCE POINT (RP) IS A Fd. I. WITH 3TM NAD83(ORIG.) COORDINATES:
NORTHING 5943806.107, EASTING 35009.503
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT
GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 49 TO 52 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE
INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF BARE LAND UNIT 'D' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE
SURVEYS ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN
BARE LAND UNIT 'D'.
- AREAS E.49 TO E.52 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT,
PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
- PARKING STALLS DELINEATED IN ACCORDANCE WITH SECTION 8(1)(L.1) OF THE CONDOMINIUM PROPERTY ACT
SHOWN THUS
- ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS
AND CONTAINS 1.22 ha

ABBREVIATIONS DENOTED THUS:

Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	I. - STATUTORY IRON SURVEY POST	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR	R/W - RIGHT OF WAY
Dist. - DISTURBED	Mk. - MARK	PERSONS WITH DISABILITIES	S. - SOUTH
E. - EAST	MR - MUNICIPAL RESERVE	PUL. - PUBLIC UTILITY LOT	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N. - NORTH	(R) - RADIAL	sq.m. - SQUARE METRES
Est. - ESTABLISHED	No. - NUMBER	R - RADIUS	TWP. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Re-est. - RE-ESTABLISHED	V.P. - VISITOR PARKING STALL
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM	Ref. - REFERENCE		W. - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT

OF
UNIT C, CONDOMINIUM PLAN 192 1617
AND 8,604 / 10,000 SHARES OF COMMON PROPERTY
WITHIN THE

N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

JASON C. WORKMAN, A.L.S. 2020

SCALE: 1:500 0 5 10 15 20 25 50 75 METRES

Pals Geomatics

Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 11800107PH4
DRAFTED BY: ME
CHECKED BY: MK

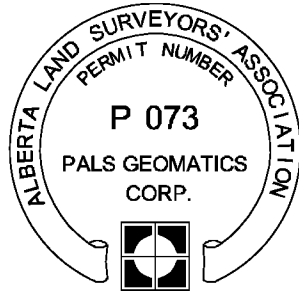
E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E.53	30.3	53	114	160.4
E.54	28.5	54	114	163.9
E.55	28.8	55	114	161.8
		UNIT 'E'	7,806	1.08 ha
		TOTAL	8,148	

342 UNIT FACTORS HAVE BEEN ASSIGNED TO 3 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 7,806 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'E' FOR FUTURE USE.

LAND TITLES OFFICE
PLAN No. 192 1617
ENTERED AND REGISTERED
ON April 14, 2020
INSTRUMENT No. 202 079 598
Marifel Gabriel
A.D. REGISTRAR

SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.
DATES OF SURVEY: NOVEMBER 6, 2018
TO: MARCH 10, 2020



IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON
FILE NO. CON/20-0039

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN
OCCUPATION: ALBERTA LAND SURVEYOR
DATE: APRIL 7, 2020

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
- STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS
- ASPHALT NAILS FOUND SHOWN THUS
- ASPHALT NAILS PLACED SHOWN THUS
- POSITIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THUS
- GEO-REFERENCE POINT (RP) SHOWN THUS
- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811.
- REFERENCE MERIDIAN IS 114°.
- GEO-REFERENCE POINT (RP) IS A Fd. I. L. WITH 3TM NAD83(ORIG.) COORDINATES: NORTHING 5943806.107, EASTING 35009.503
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 53 TO 55 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF BARE LAND UNIT 'E' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'E'.
- AREAS E.53 TO E.55 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
- ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS AND CONTAINS 1.14 ha

ABBREVIATIONS DENOTED THUS:

Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	I. - STATUTION	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES	R/W - RIGHT OF WAY
Dist. - DISTURBED	Mk. - MARK	PUL. - PUBLIC UTILITY LOT	S. - SOUTH
E. - EAST	MR - MUNICIPAL RESERVE	(R) - RADIAL	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N. - NORTH	R - RADIUS	sq.m. - SQUARE METRES
Est. - ESTABLISHED	No. - NUMBER	Re-est. - RE-ESTABLISHED	TWP. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Ref. - REFERENCE	V.P. - VISITOR PARKING STALL
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM			W. - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT

OF
UNIT D, CONDOMINIUM PLAN 192 1617
AND 8,148 / 10,000 SHARES OF COMMON PROPERTY
WITHIN THE
N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

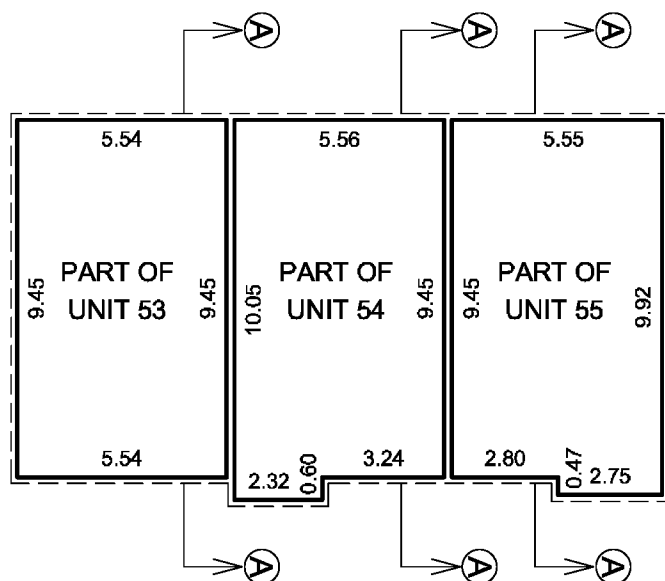
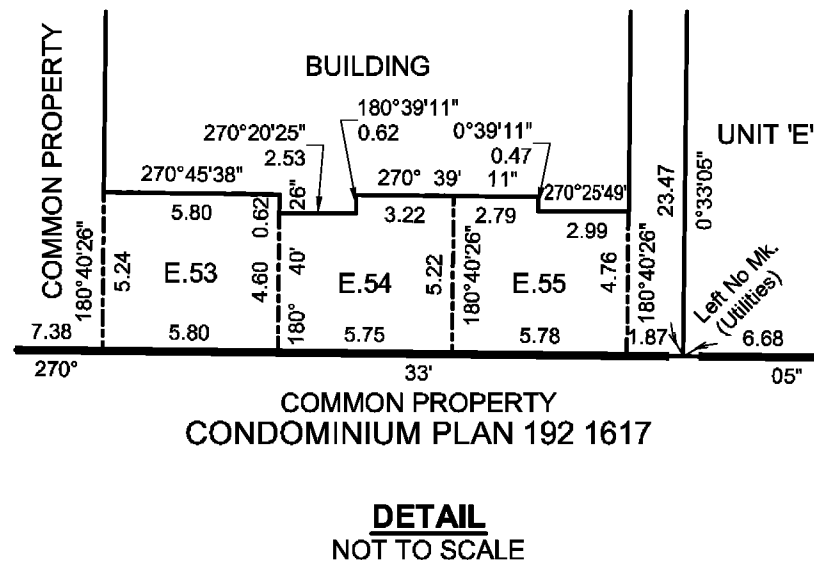
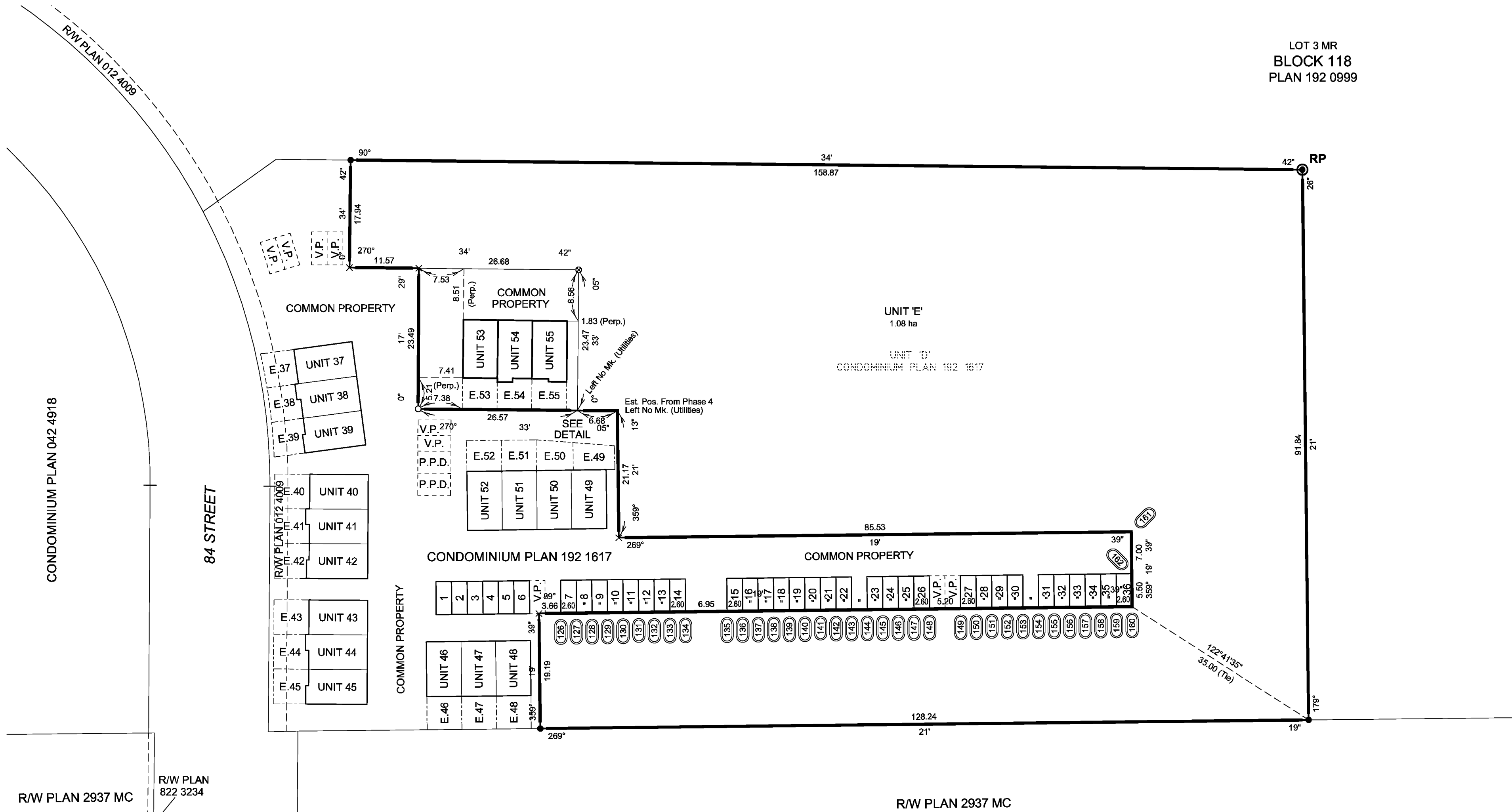
JASON C. WORKMAN, A.L.S. 2020

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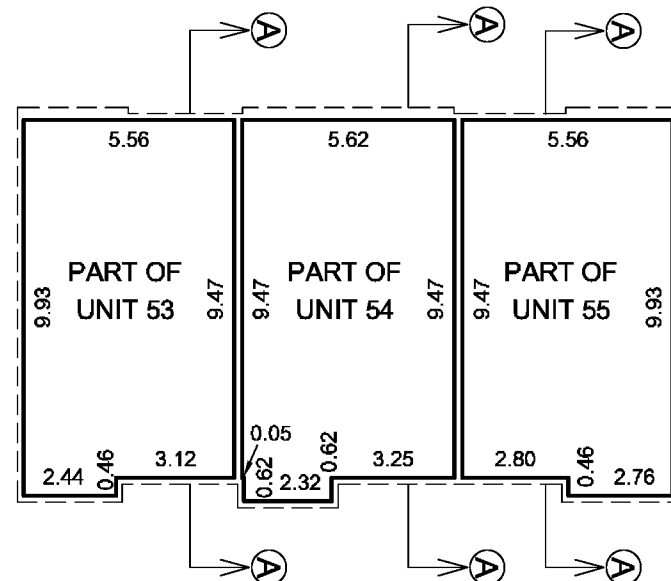
Pals Geomatics

Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

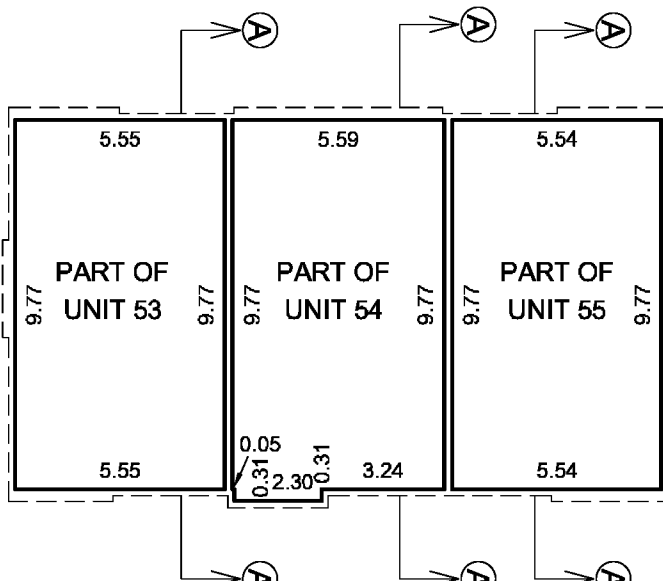
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DRAFTED BY: MEJF
CHECKED BY: MK



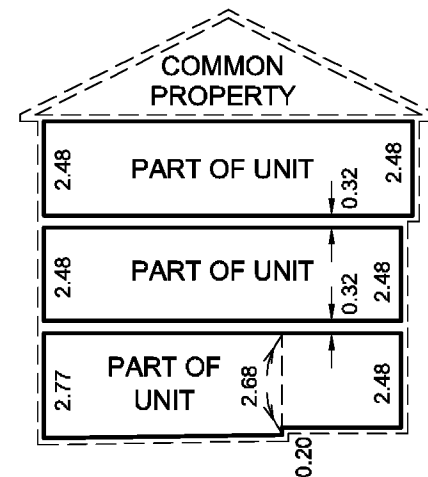
MAIN FLOOR PLAN
UNITS 53, 54, AND 55
SCALE 1:200



SECOND FLOOR PLAN
UNITS 53, 54, AND 55
SCALE 1:200



THIRD FLOOR PLAN
UNITS 53, 54, AND 55
SCALE 1:200



CROSS SECTION 'A-A'
NOT TO SCALE

880 UNIT FACTORS HAVE BEEN ASSIGNED TO 8 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 6,926 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'F' FOR FUTURE USE.

IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

●
○
×
⊗
105
ORP

ABBREVIATIONS DENOTED THUS:

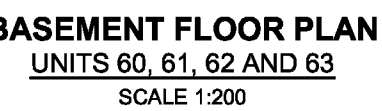
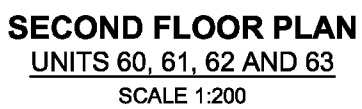
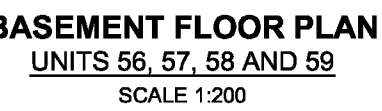
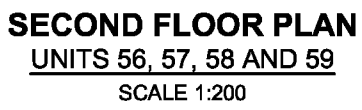
Pals Geomatics Corp.

Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1A1

FILE NO. 11800107/PH6

DRAFTED BY: ME/JF/RH

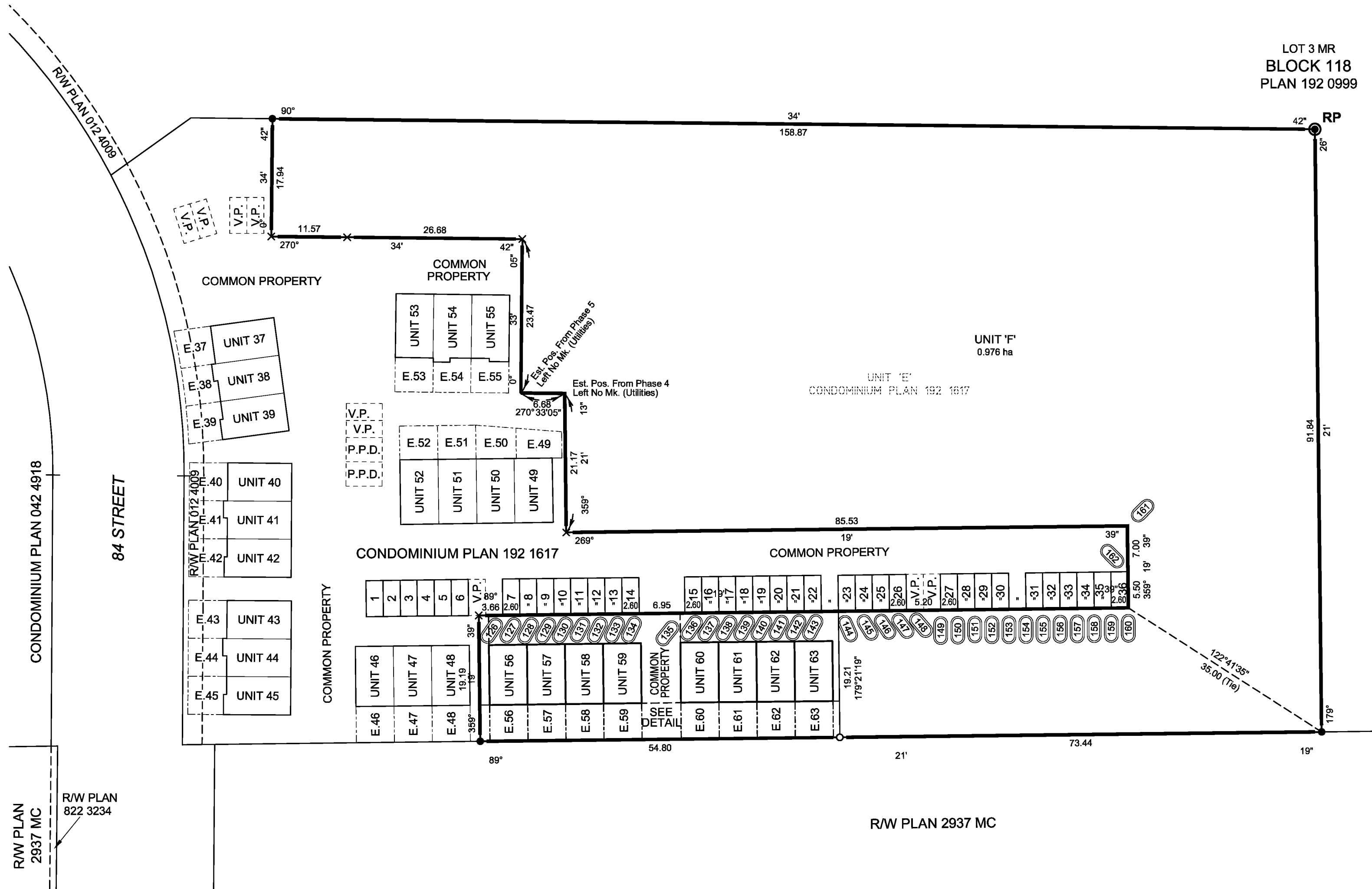
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BASEMENT

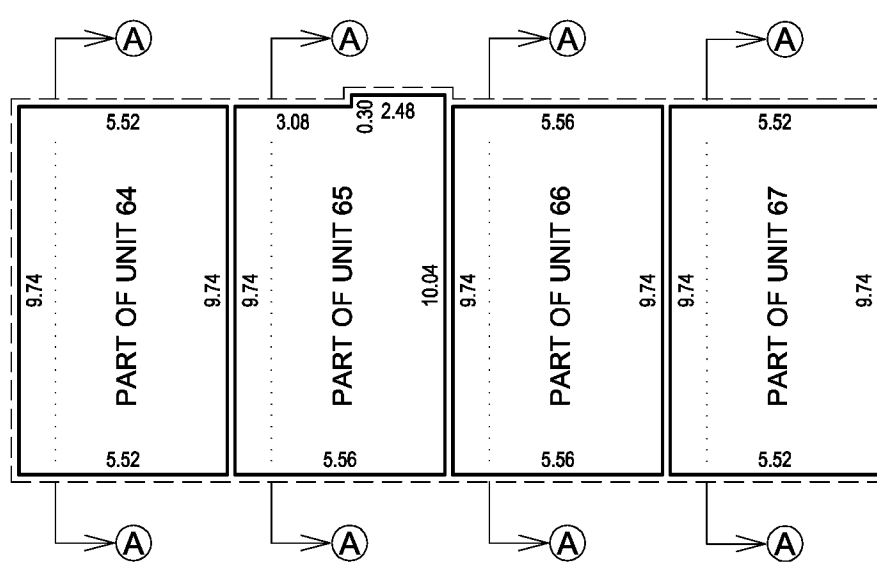
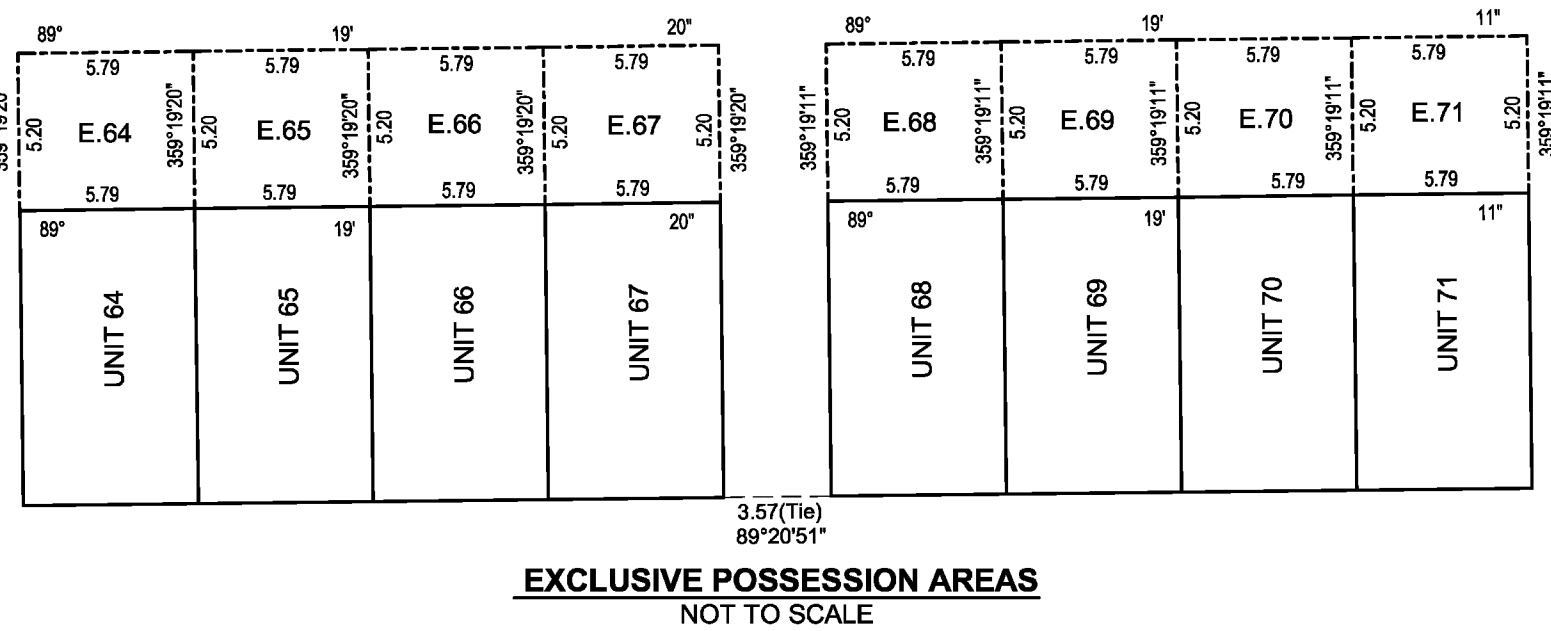


EXCLUSIVE POSSESSION AREAS AND BUILDING TIES DETAIL
NOT TO SCALE

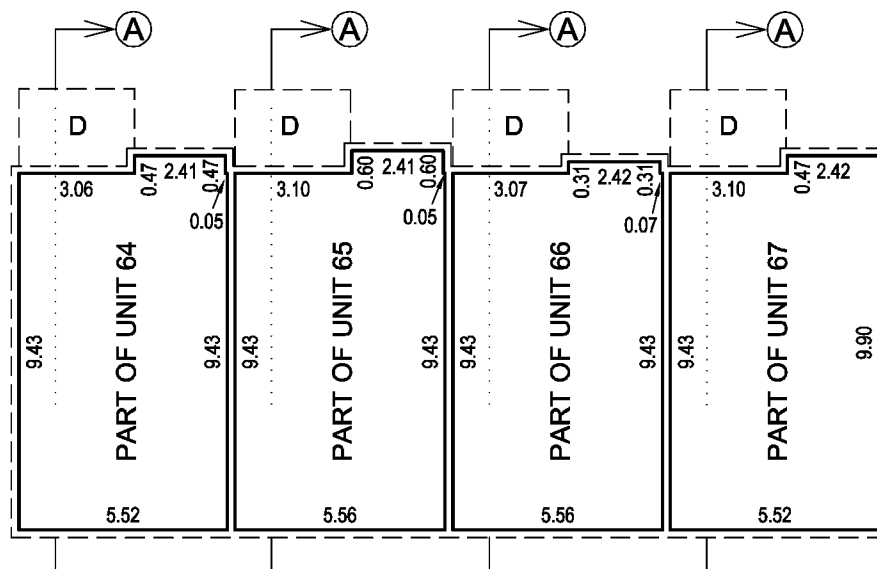


E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E.64	30.1	64	114	158.9
E.65	30.1	65	114	161.1
E.66	30.1	66	114	159.7
E.67	30.1	67	114	158.9
E.68	30.1	68	114	160.5
E.69	30.1	69	114	162.8
E.70	30.1	70	114	162.1
E.71	30.1	71	114	160.7
		UNIT 'G'	6.014	0.828 ha
		TOTAL	6,926	
912 UNIT FACTORS HAVE BEEN ASSIGNED TO 8 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 6,014 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'G' FOR FUTURE USE.				

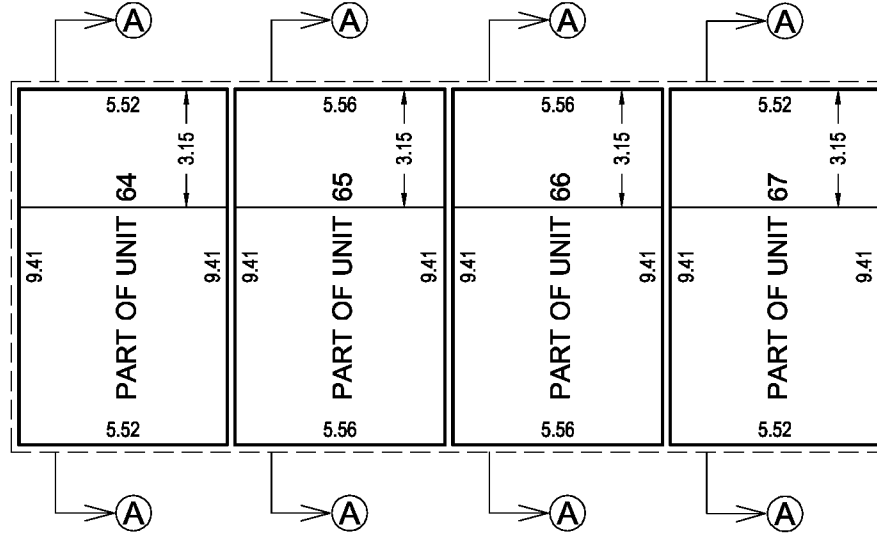
Alberta This plan may not be commercially re-distributed, transferred or manipulated in any form without the specific written consent of Alberta Land Titles



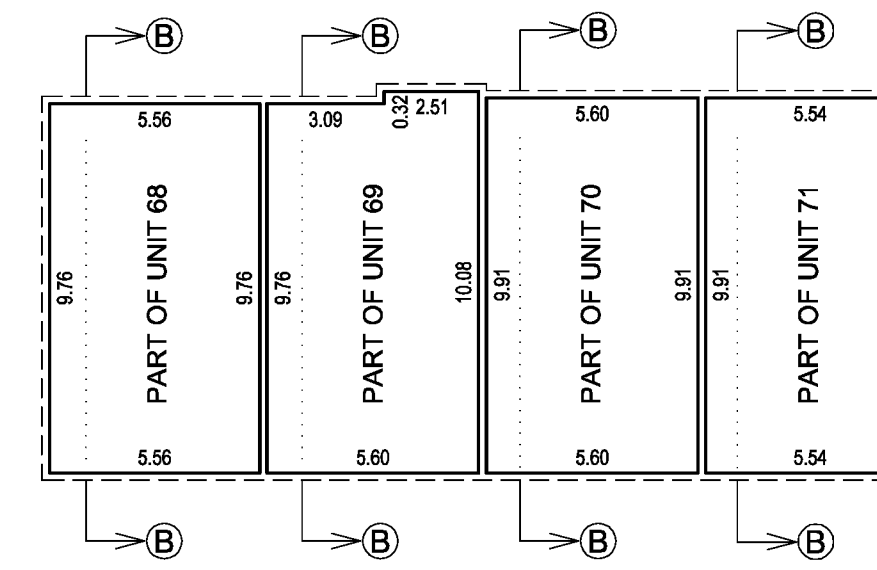
THIRD FLOOR PLAN
UNITS 64, 65, 66 AND 67
SCALE 1:200



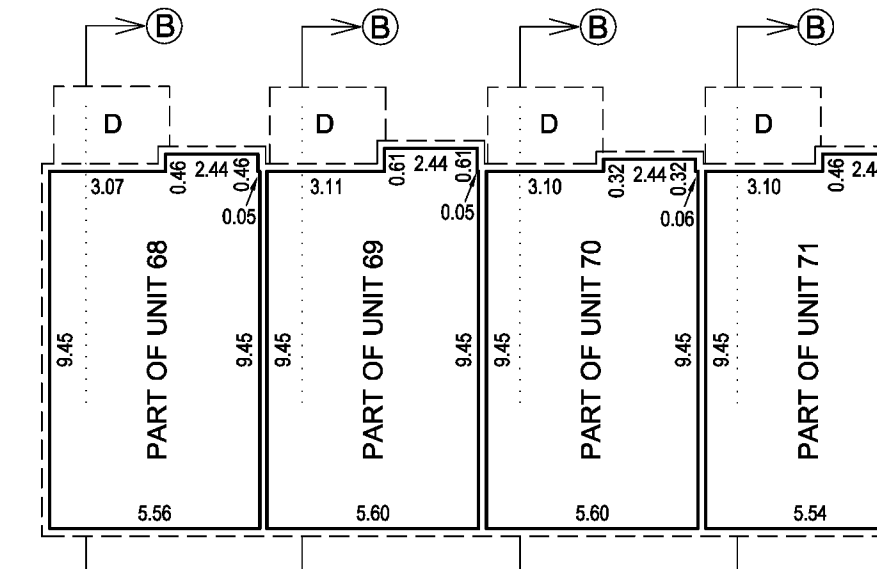
SECOND FLOOR PLAN
UNITS 64, 65, 66 AND 67
SCALE 1:200



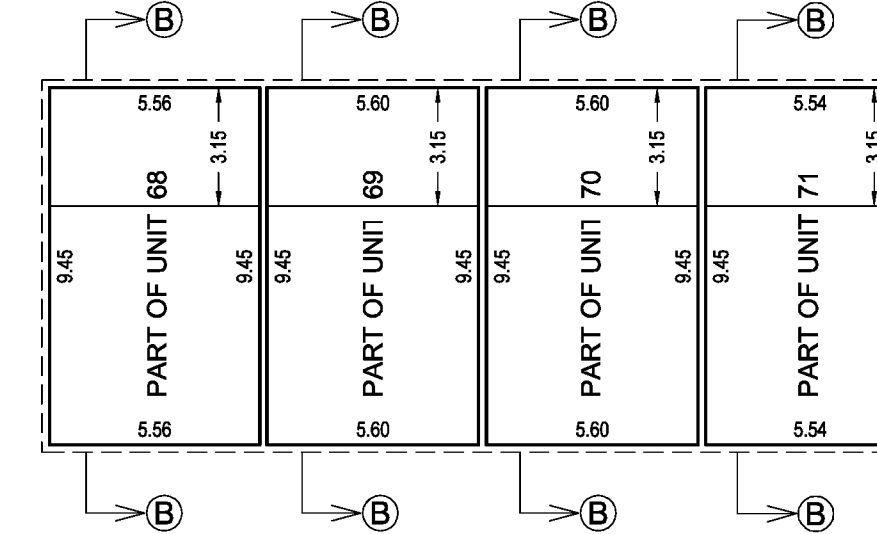
MAIN FLOOR PLAN
UNITS 64, 65, 66 AND 67
SCALE 1:200



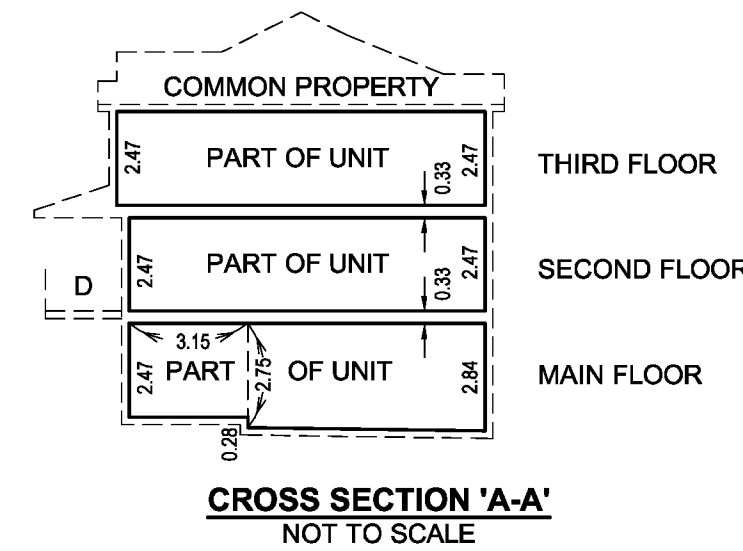
THIRD FLOOR PLAN
UNITS 68, 69, 70 AND 71
SCALE 1:200



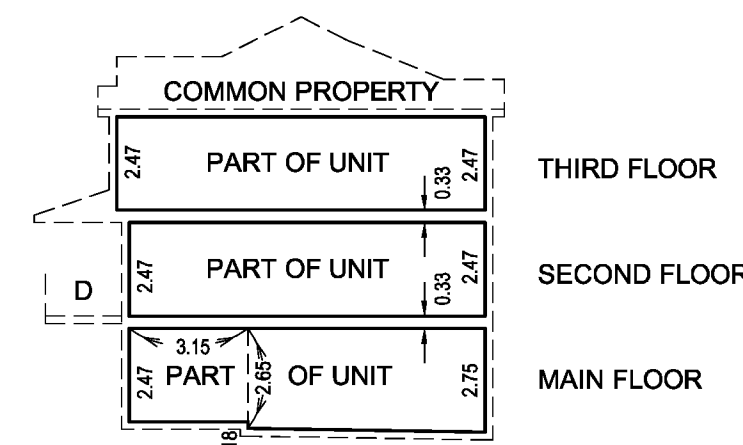
SECOND FLOOR PLAN
UNITS 68, 69, 70 AND 71
SCALE 1:200



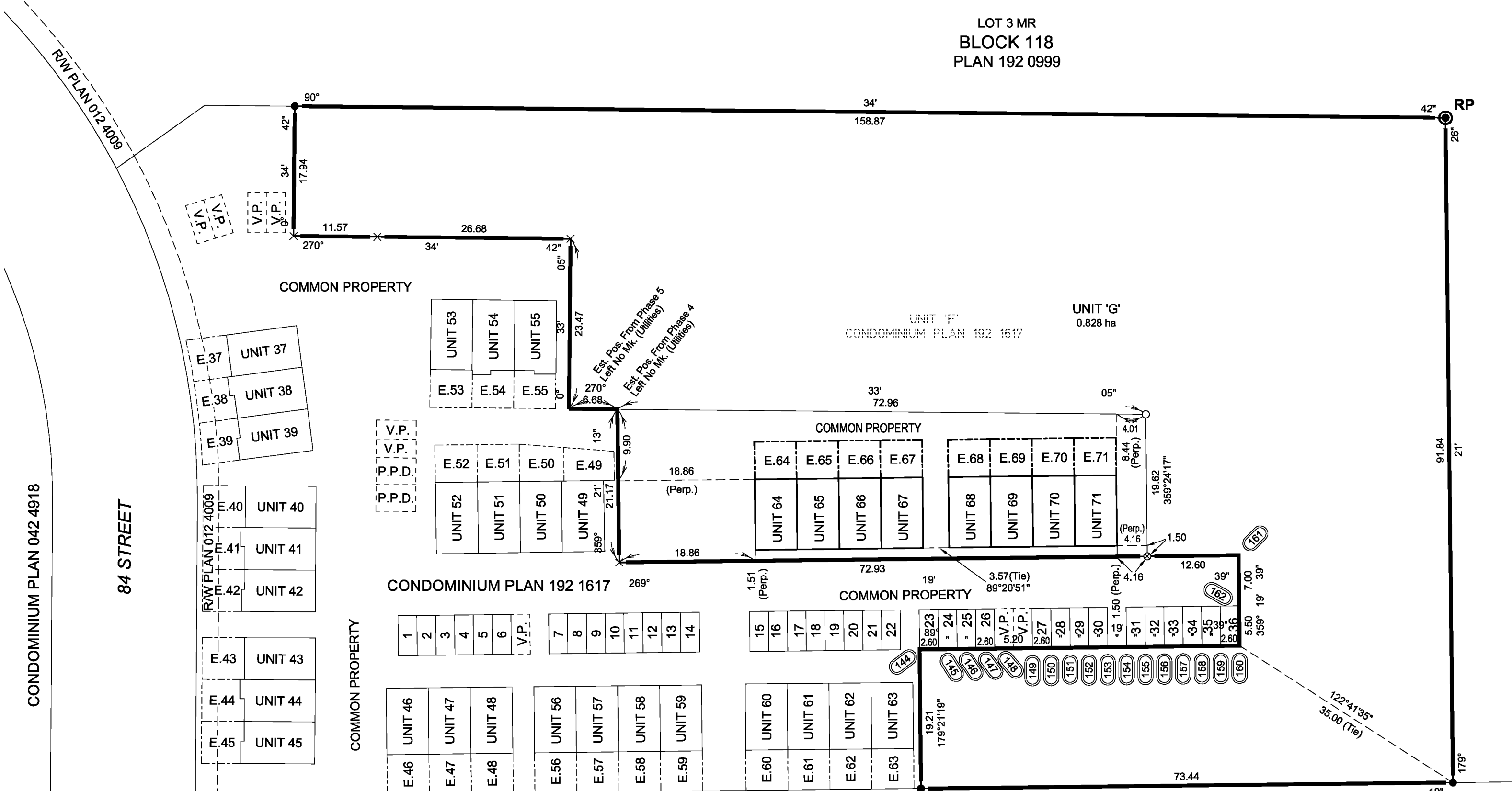
MAIN FLOOR PLAN
UNITS 68, 69, 70 AND 71
SCALE 1:200



CROSS SECTION 'A-A'
NOT TO SCALE



CROSS SECTION 'B-B'
NOT TO SCALE



LAND TITLES OFFICE
PLAN No. 192 1617
ENTERED AND REGISTERED
ON January 4, 2021
INSTRUMENT No. 212 001 012

Marlyn Cajinas
A.D. REGISTRAR

SHEET 1 OF 1 SHEET
PHASE 7

SURVEYOR:
NAME: JASON C. WORKMAN, A.L.S.
DATES OF SURVEY: NOVEMBER 6, 2018
TO: NOVEMBER 23, 2020

IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

SUBDIVISION AUTHORITY
NAME: CITY OF EDMONTON
FILE NO. CON/20-0105

REGISTERED OWNERS
ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT
THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:
NAME: JASON C. WORKMAN
OCCUPATION: ALBERTA LAND SURVEYOR
DATE: NOVEMBER 6, 2020

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

- NOTES:**
- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
 - STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS
 - ASPHALT NAILS FOUND SHOWN THUS
 - ASPHALT NAILS PLACED SHOWN THUS
 - POSITIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THUS
 - GEO-REFERENCE POINT (RP) SHOWN THUS
 - BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
 - COMBINED SCALE FACTOR IS 0.999811.
 - REFERENCE MERIDIAN IS 114°.
 - GEO-REFERENCE POINT (RP) IS A Fd. I. WITH 3TM NAD83(ORIG.) COORDINATES: NORTHING 5943806.107, EASTING 35009.503
 - ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
 - BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
 - ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
 - ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
 - THE BOUNDARY OF RESIDENTIAL UNITS 64 TO 71 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
 - THE BOUNDARIES OF BARE LAND UNIT 'G' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT.
 - THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'G'.
 - AREAS E.64 TO E.71 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
 - ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
 - AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS
 - AND CONTAINS 0.976 ha

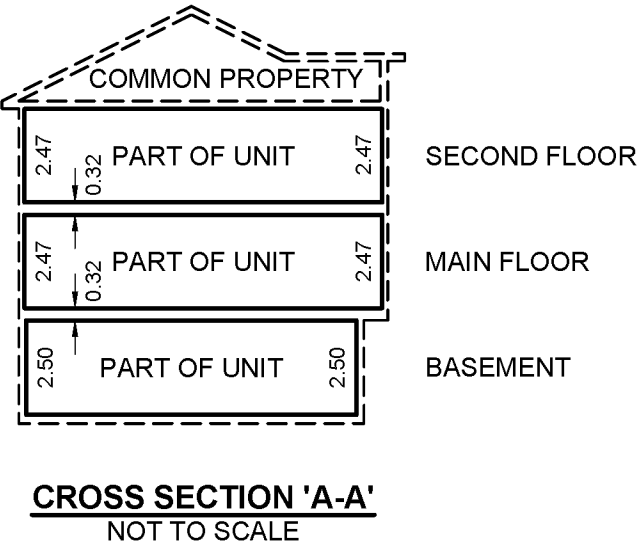
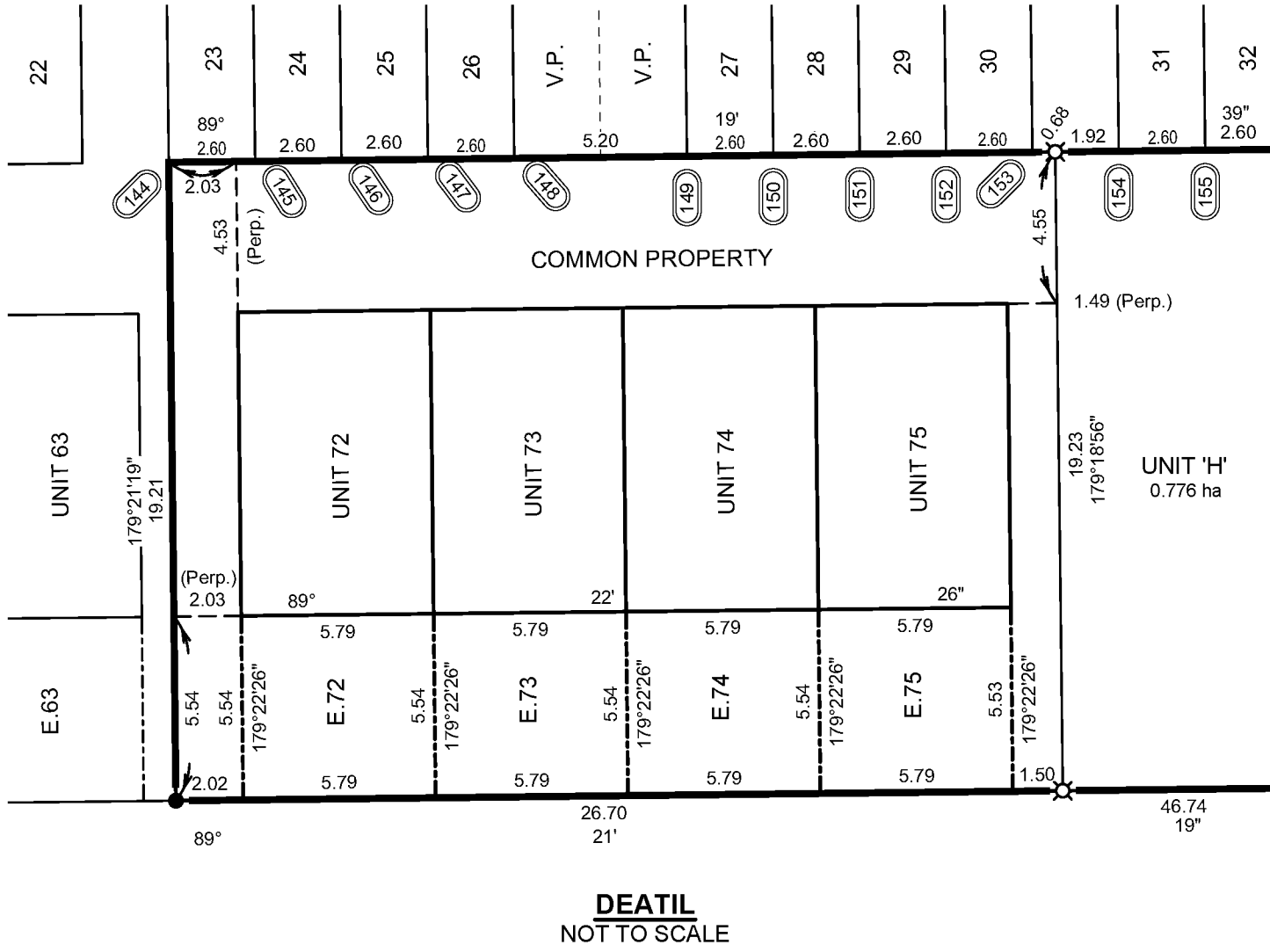
ABBREVIATIONS DENOTED THUS:			
Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	I. - STATUTORY IRON SURVEY POST	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR	RW - RIGHT OF WAY
D - DECK	Mk. - MARK	PERSONS WITH DISABILITIES S. - SOUTH	
Dist. - DISTURBED	MR - MUNICIPAL RESERVE	PUL. - PUBLIC UTILITY LOT	SEC. - SECTION
E. - EAST	N. - NORTH	(R) - RADIAL	sq.m. - SQUARE METRES
E.P.A. - EXCLUSIVE POSSESSION AREA	No. - NUMBER	R - RADIUS	TWP. - TOWNSHIP
Est. - ESTABLISHED	ORIG. - ORIGINAL	Re-est. - RE-ESTABLISHED	V.P. - VISITOR PARKING STALL
Fd. - FOUND	Ref. - REFERENCE		W. - WEST
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM			

BELLE RIVE LANDING
PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT
OF
UNIT F, CONDOMINIUM PLAN 192 1617
AND 6,926 / 10,000 SHARES OF COMMON PROPERTY
WITHIN THE
N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.
EDMONTON - ALBERTA
JASON C. WORKMAN, A.L.S. 2020
SCALE: 1:500

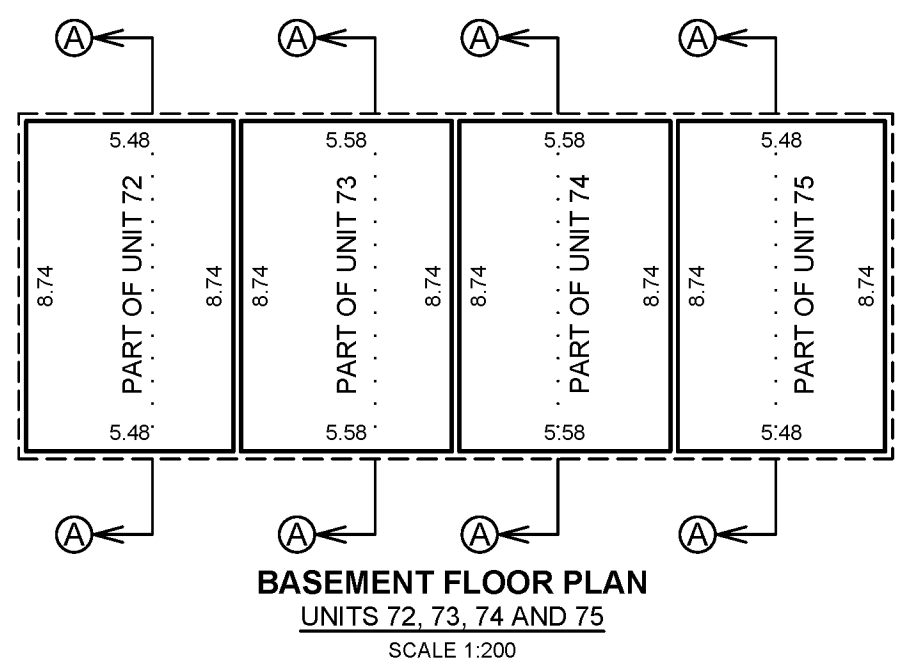
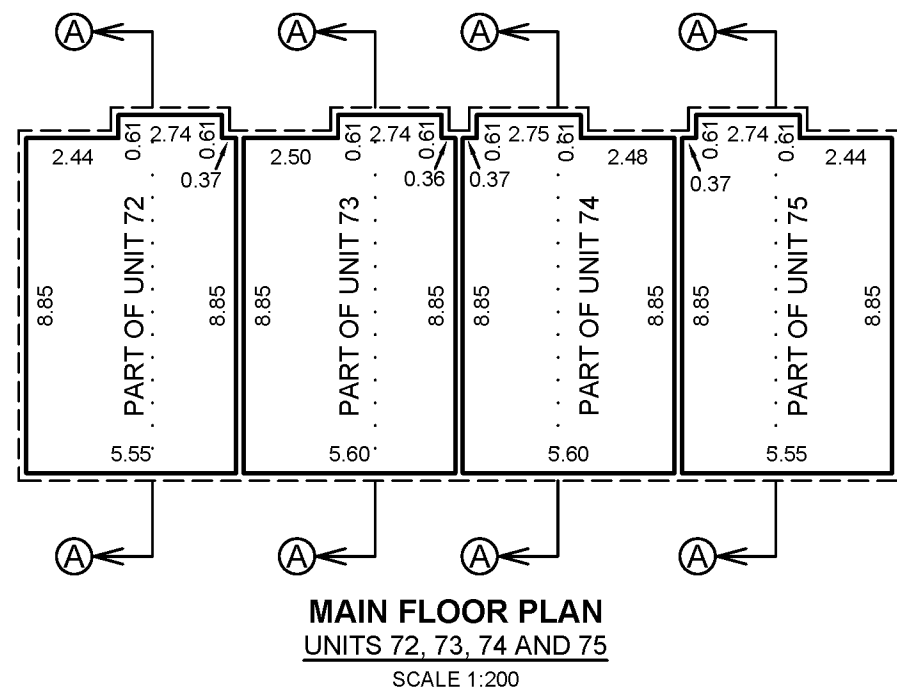
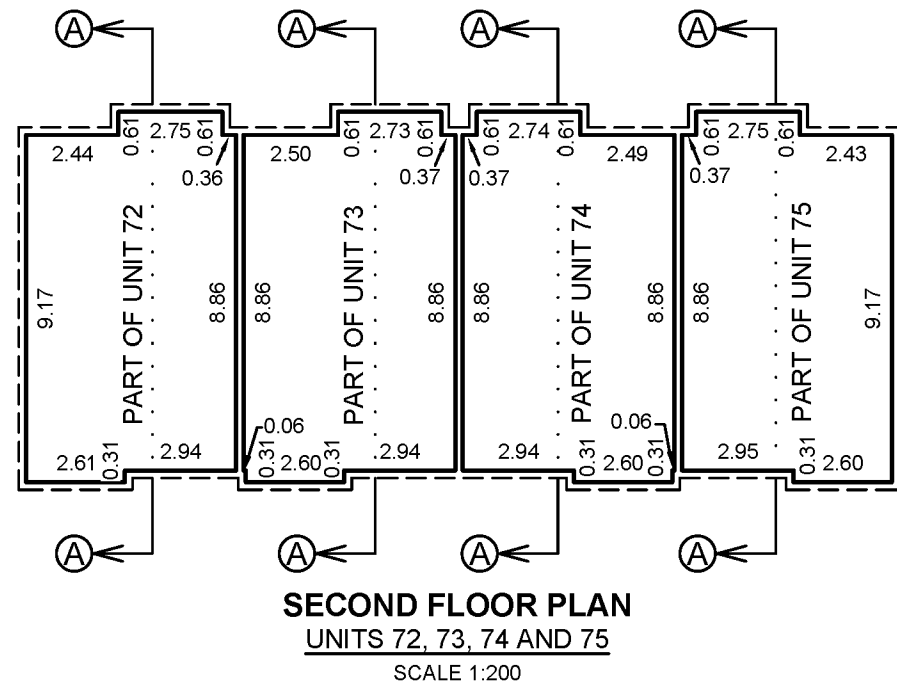
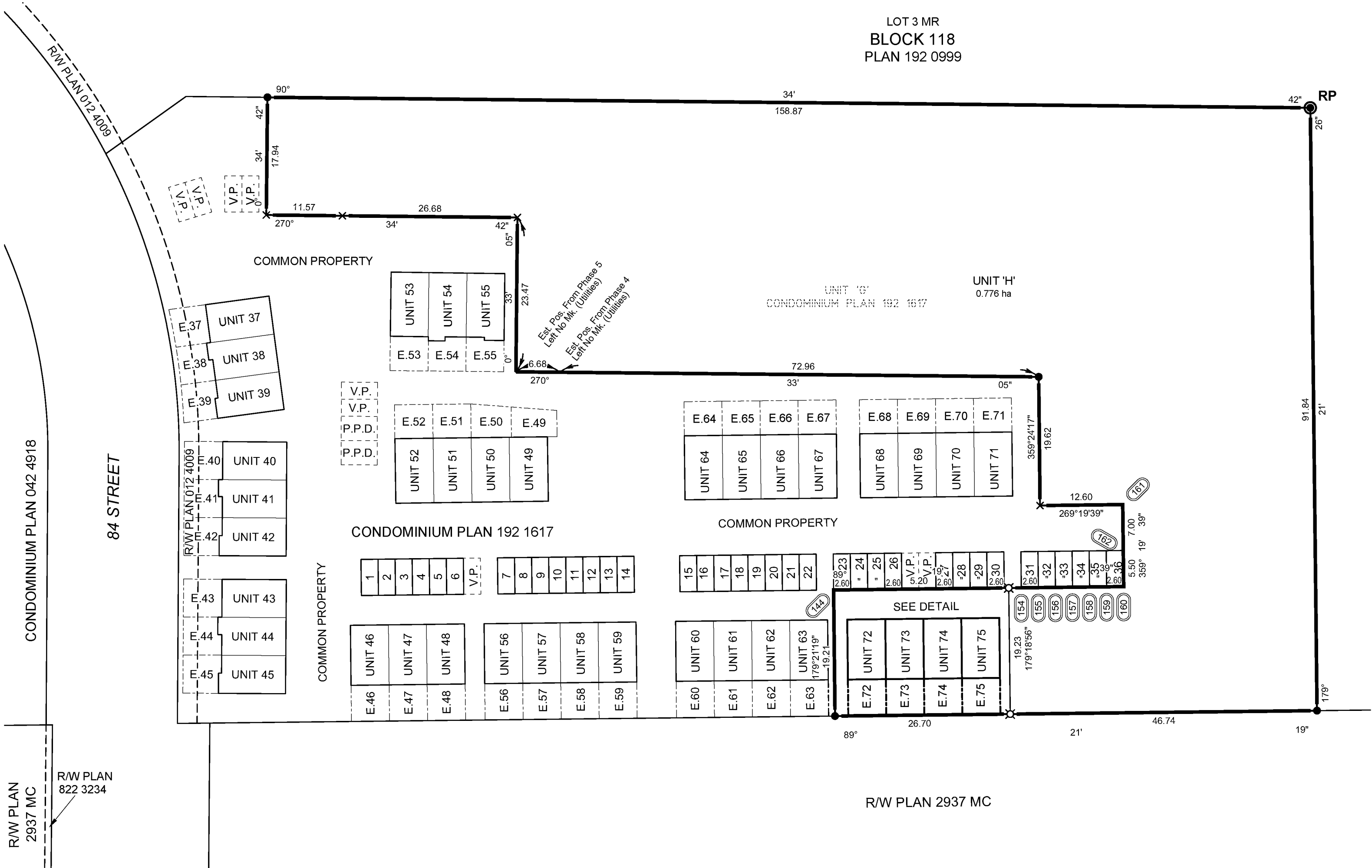
Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 11800107PH7
DRAFTED BY: JF
CHECKED BY: JW

E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E.72	32.1	72	110	150.3
E.73	32.1	73	110	152.1
E.74	32.1	74	110	152.1
E.75	32.1	75	110	150.3
		UNIT 'H'	5,574	0.776 ha
		TOTAL	6,014	
440 UNIT FACTORS HAVE BEEN ASSIGNED TO 4 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 5,574 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'H' FOR FUTURE USE.				



LOT 3 MR
BLOCK 118
PLAN 192 0999



LAND TITLES OFFICE
PLAN No. 192 1617
ENTERED AND REGISTERED
ON February 12, 2021
INSTRUMENT No. 212 042 567
Marifel Gabriel
A.D. REGISTRAR

SHEET 1 OF 1 SHEET
PHASE 8

SURVEYOR:
NAME: JASON C. WORKMAN, A.L.S.
DATES OF SURVEY: NOVEMBER 6, 2018
TO: FEBRUARY 2, 2021
IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS ASSOCIATION
P 073
PALS GEOMATICS CORP.

SUBDIVISION AUTHORITY
NAME: CITY OF EDMONTON
FILE NO. CON/21-0002

REGISTERED OWNERS
ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT
THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:
NAME: JASON C. WORKMAN
OCCUPATION: ALBERTA LAND SURVEYOR
DATE: FEBRUARY 3, 2021
STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

- NOTES:**
- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
 - ASPHALT NAILS FOUND SHOWN THUS
 - 0.30m SPIKES PLACED SHOWN THUS
 - POSITIONS ESTABLISHED AS PER REGISTERED CONDOMINIUM PLAN 192 1617 SHOWN THUS
 - GEO-REFERENCE POINT (RP) SHOWN THUS
 - BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
 - COMBINED SCALE FACTOR IS 0.999811.
 - REFERENCE MERIDIAN IS 114°.
 - GEO-REFERENCE POINT (RP) IS A Fd. I. WITH 3TM NAD83(ORIG.) COORDINATES:
NORTHING 5943806.107, EASTING 35009.503
 - ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
 - BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
 - ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
 - ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
 - THE BOUNDARY OF RESIDENTIAL UNITS 72 TO 75 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
 - THE BOUNDARIES OF BARE LAND UNIT 'H' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEY'S ACT.
 - THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'H'.
 - AREAS E.72 TO E.75 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
 - ALL EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
 - AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS
- AND CONTAINS 0.828 ha

ABBREVIATIONS DENOTED THUS:			
Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	I. - STATUTORY IRON SURVEY POST	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES	R/W - RIGHT OF WAY
Dist. - DISTURBED	Mk. - MARK	PUL - PUBLIC UTILITY LOT	S. - SOUTH
E. - EAST	MR - MUNICIPAL RESERVE	(R) - RADIAL	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N. - NORTH	R. - RADIUS	sq.m. - SQUARE METRES
Est. - ESTABLISHED	No. - NUMBER	Re-est. - RE-ESTABLISHED	TWP. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Ref. - REFERENCE	V.P. - VISITOR PARKING STALL
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM			W. - WEST

BELLE RIVE LANDING
PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT
OF
UNIT G, CONDOMINIUM PLAN 192 1617
AND 6,014 / 10,000 SHARES OF COMMON PROPERTY
WITHIN THE
N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.
EDMONTON - ALBERTA
JASON C. WORKMAN, A.L.S. 2021
SCALE: 1:500

0 5 10 15 20 25 50 75 METRES

Pals Geomatics Corp.
Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatrics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 11800107PH8
DRAFTED BY: JF
CHECKED BY: JW

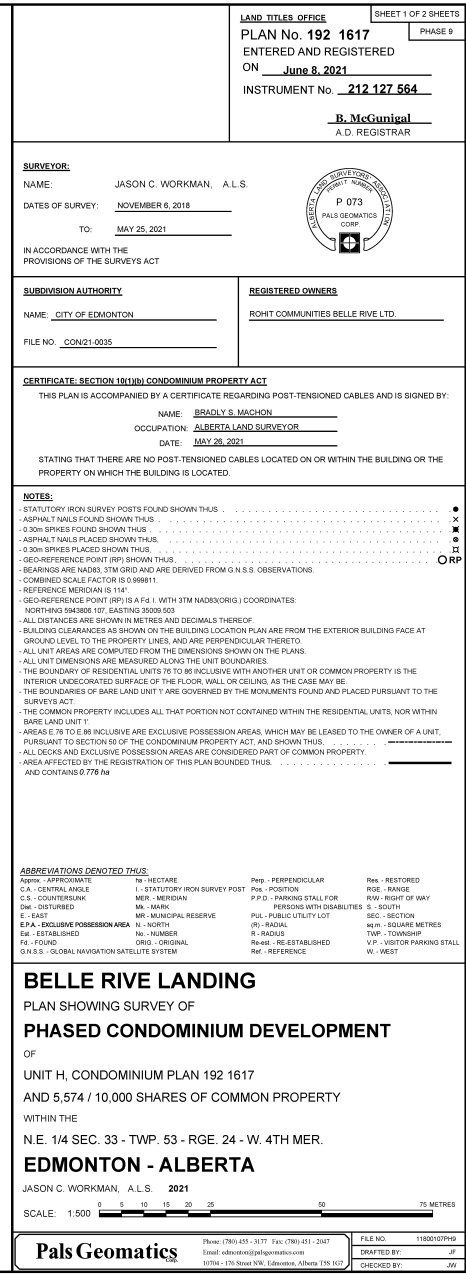
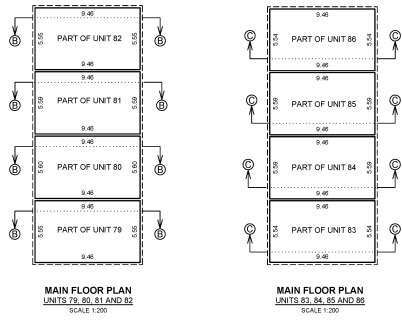
The image contains two architectural cross-section drawings, labeled 'B-B' and 'C-C', showing a three-story building with a common property area at the top and individual units below.

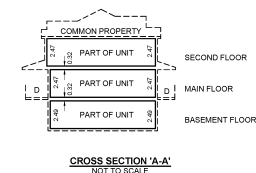
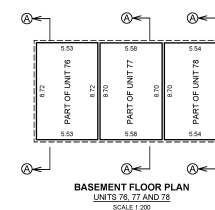
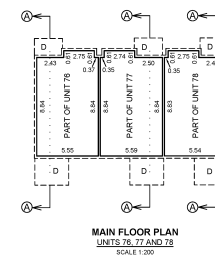
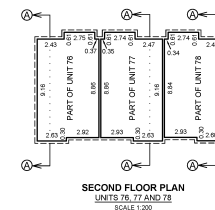
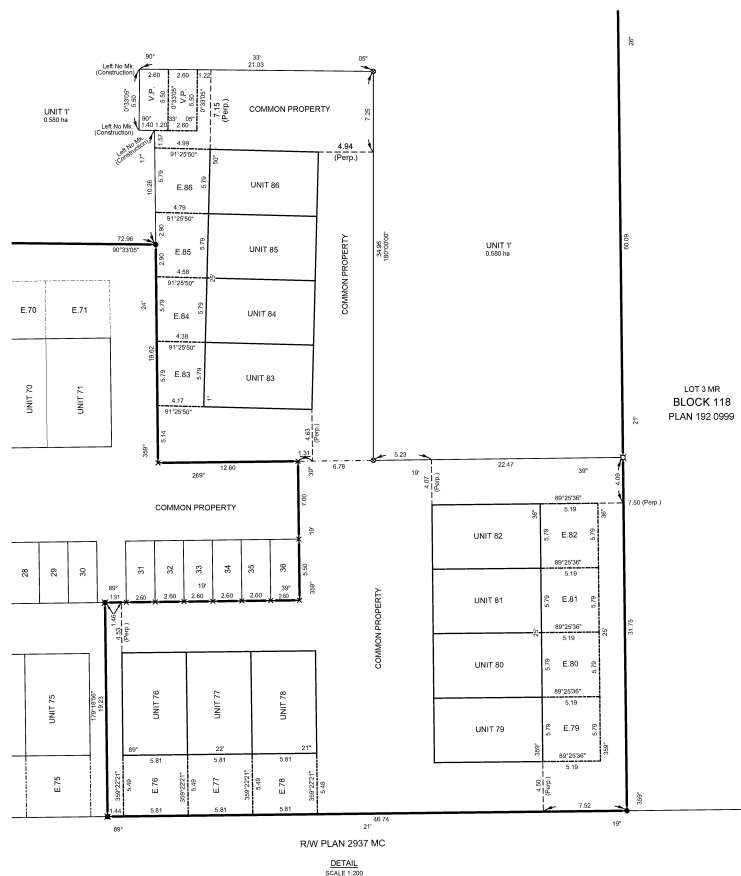
CROSS SECTION 'B-B'
NOT TO SCALE

This drawing shows a cross-section of the building. The top section is labeled 'COMMON PROPERTY' and has a height of 2'-0". Below it are three floors: 'THIRD FLOOR' (2'-0" high), 'SECOND FLOOR' (2'-0" high), and 'MAIN FLOOR' (2'-0" high). Each floor contains a 'PART OF UNIT'. The total height of the building is 6'-0". The width of the building is 10'-0". The drawing is labeled 'B-B' at the bottom.

CROSS SECTION 'C-C'
NOT TO SCALE

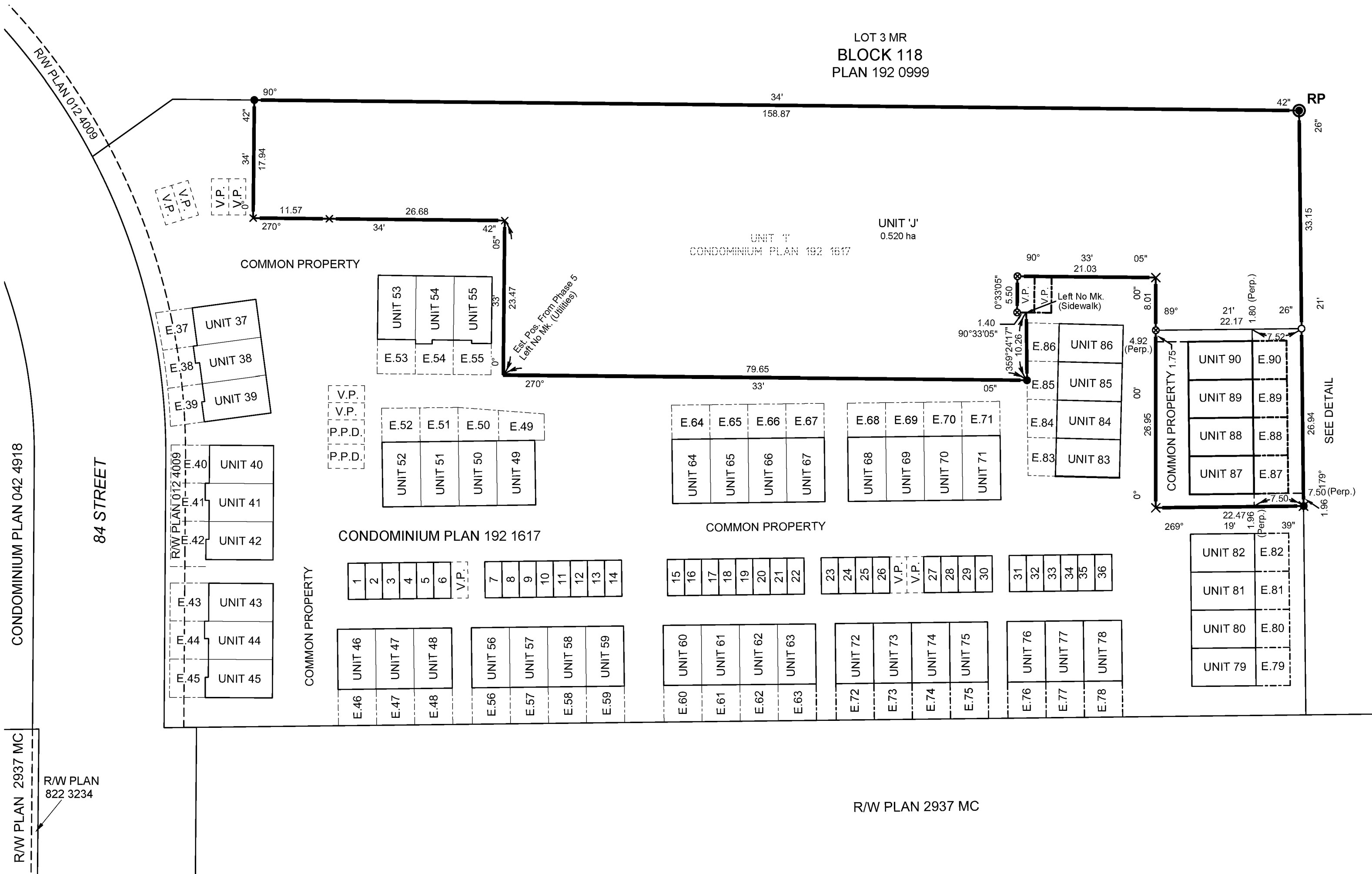
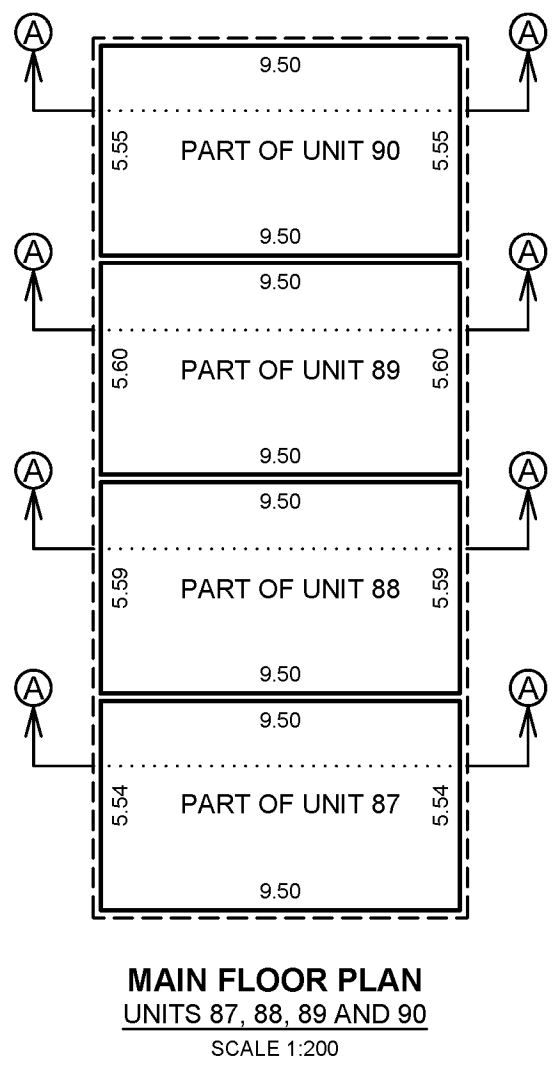
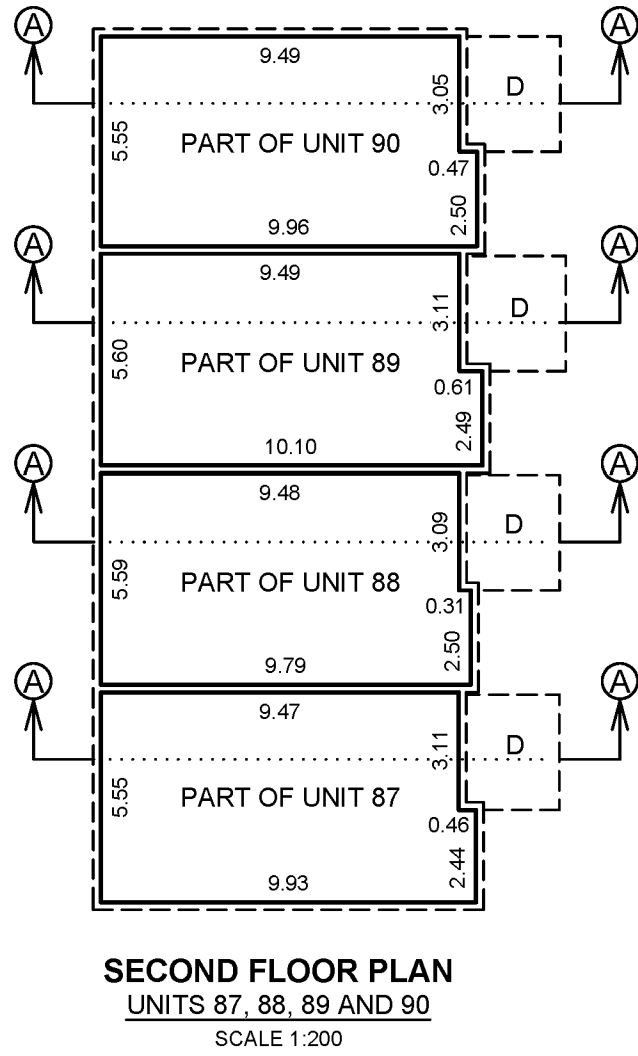
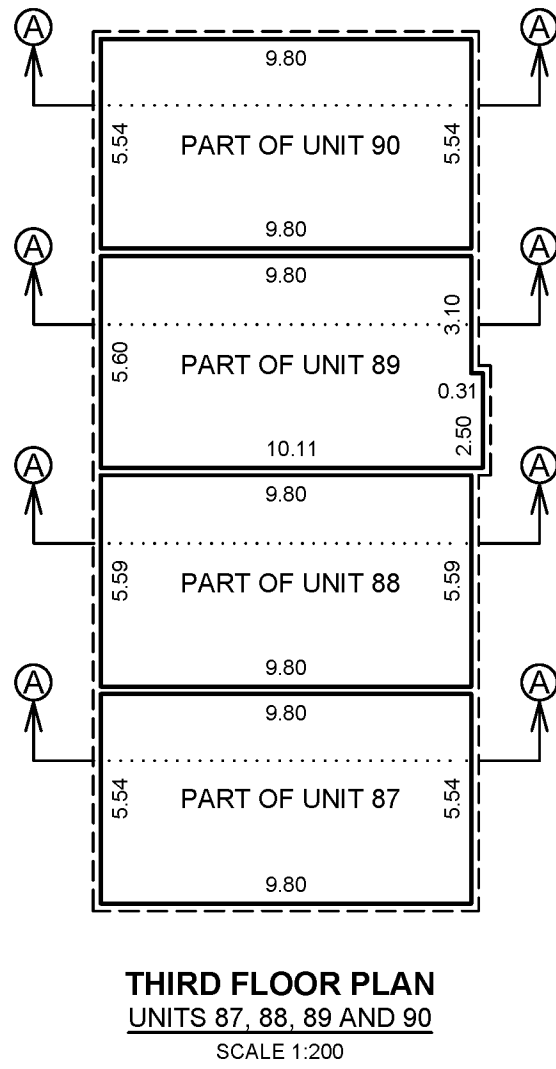
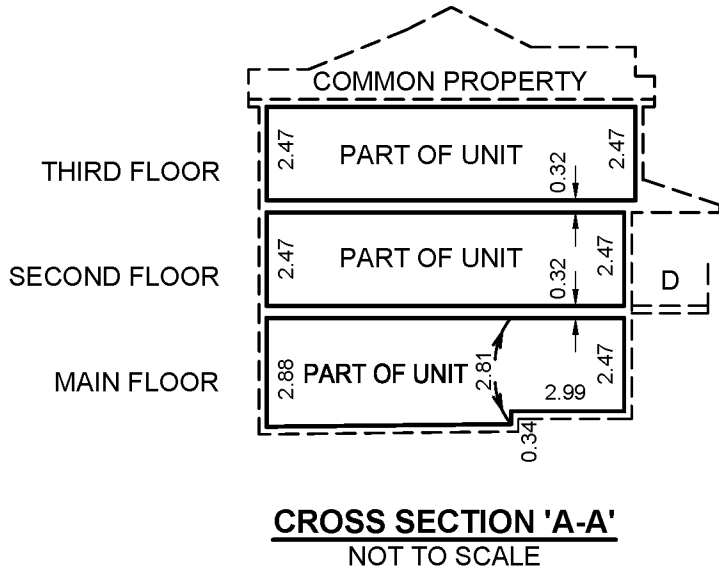
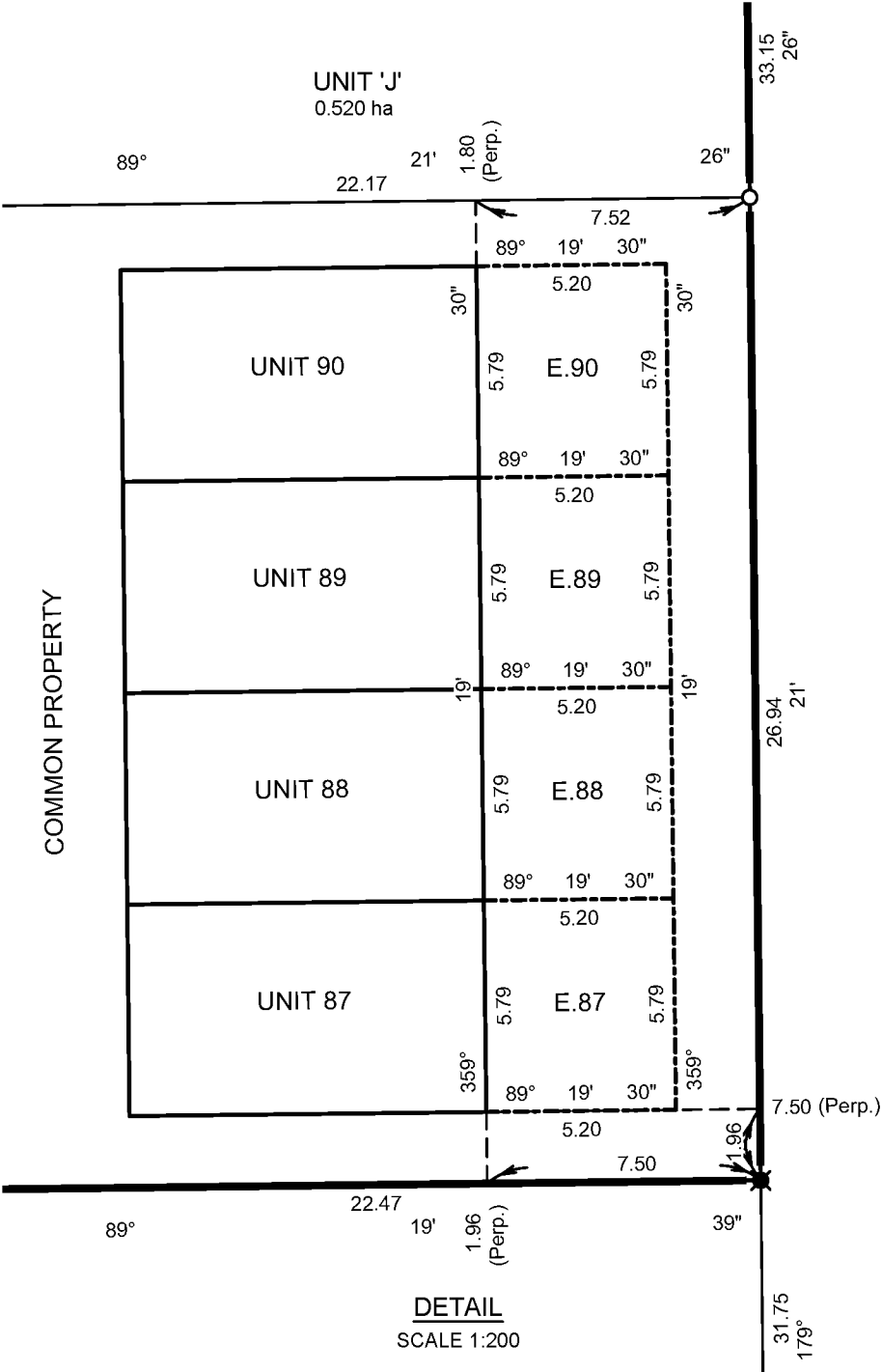
This drawing shows a cross-section of the building. The top section is labeled 'COMMON PROPERTY' and has a height of 2'-0". Below it are three floors: 'THIRD FLOOR' (2'-0" high), 'SECOND FLOOR' (2'-0" high), and 'MAIN FLOOR' (2'-0" high). Each floor contains a 'PART OF UNIT'. The total height of the building is 6'-0". The width of the building is 10'-0". The drawing is labeled 'C-C' at the bottom.





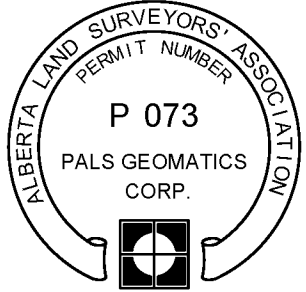
E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E.87	30.1	87	114	160.6
E.88	30.1	88	114	161.7
E.89	30.1	89	114	163.5
E.90	30.1	90	114	160.9
		UNIT 'J'	3,876	0.520 ha
		TOTAL	4,332	

456 UNIT FACTORS HAVE BEEN ASSIGNED TO 4 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 3,876 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'J' FOR FUTURE USE.



LAND TITLES OFFICE
PLAN No. 192 1617
ENTERED AND REGISTERED
ON September 23, 2021
INSTRUMENT No. 212 206 309
Marifel Gabriel
A.D. REGISTRAR

SURVEYOR:
NAME: JASON C. WORKMAN, A.L.S.
DATES OF SURVEY: NOVEMBER 6, 2018
TO: JULY 29, 2021



IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

SUBDIVISION AUTHORITY
NAME: CITY OF EDMONTON
FILE NO. CON/21-0051
REGISTERED OWNERS
ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT
THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:
NAME: JASON C. WORKMAN
OCCUPATION: ALBERTA LAND SURVEYOR
DATE: JULY 29, 2021
STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

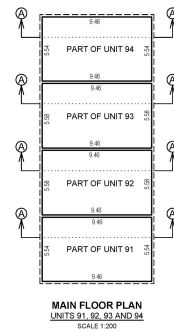
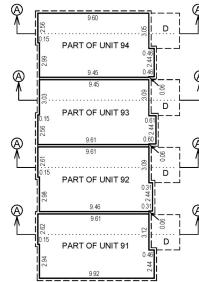
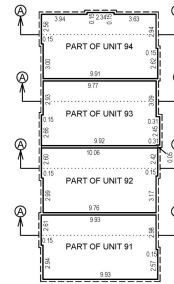
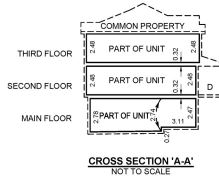
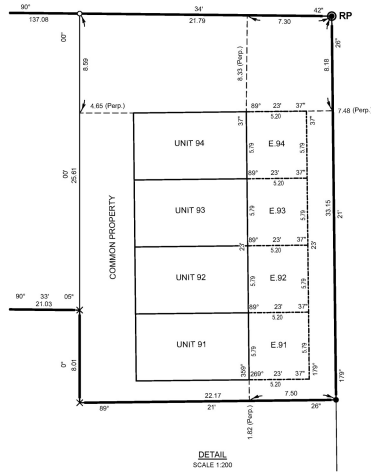
NOTES:
- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
- ASPHALT NAILS FOUND SHOWN THUS
- 0.30m SPIKES FOUND SHOWN THUS
- STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS.
- ASPHALT NAILS PLACED SHOWN THUS.
- GEO-REFERENCE POINT (RP) SHOWN THUS.
- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
- COMBINED SCALE FACTOR IS 0.999811.
- REFERENCE MERIDIAN IS 114°.
- GEO-REFERENCE POINT (RP) IS A Fd. I. WITH 3TM NAD83(ORIG.) COORDINATES:
NORTHING 5943806.107, EASTING 35009.503
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
- ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
- THE BOUNDARY OF RESIDENTIAL UNITS 87 TO 90 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
- THE BOUNDARIES OF BARE LAND UNIT 'J' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT.
- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'J'.
- AREAS E.87 TO E.90 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS.
- ALL DECKS AND EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS.
AND CONTAINS 0.580 ha

ABBREVIATIONS DENOTED THUS:
Approx. - APPROXIMATE
C.A. - CENTRAL ANGLE
C.S. - COUNTERSUNK
Dist. - DISTURBED
E. - EAST
E.P.A. - EXCLUSIVE POSSESSION AREA
Est. - ESTABLISHED
Fd. - FOUND
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM
ha - HECTARE
I. - STATUTORY IRON SURVEY POST
MER. - MERIDIAN
Mk. - MARK
MR - MUNICIPAL RESERVE
N. - NORTH
No. - NUMBER
ORIG. - ORIGINAL
Perp. - PERPENDICULAR
Pos. - POSITION
P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES
PUL - PUBLIC UTILITY LOT
R. - RADIAL
R - RADIUS
Re-est. - RE-ESTABLISHED
Ref. - REFERENCE
Res. - RESTORED
RGE. - RANGE
R/W - RIGHT OF WAY
S. - SOUTH
SEC. - SECTION
sq.m. - SQUARE METRES
TWP. - TOWNSHIP
V.P. - VISITOR PARKING STALL
W. - WEST

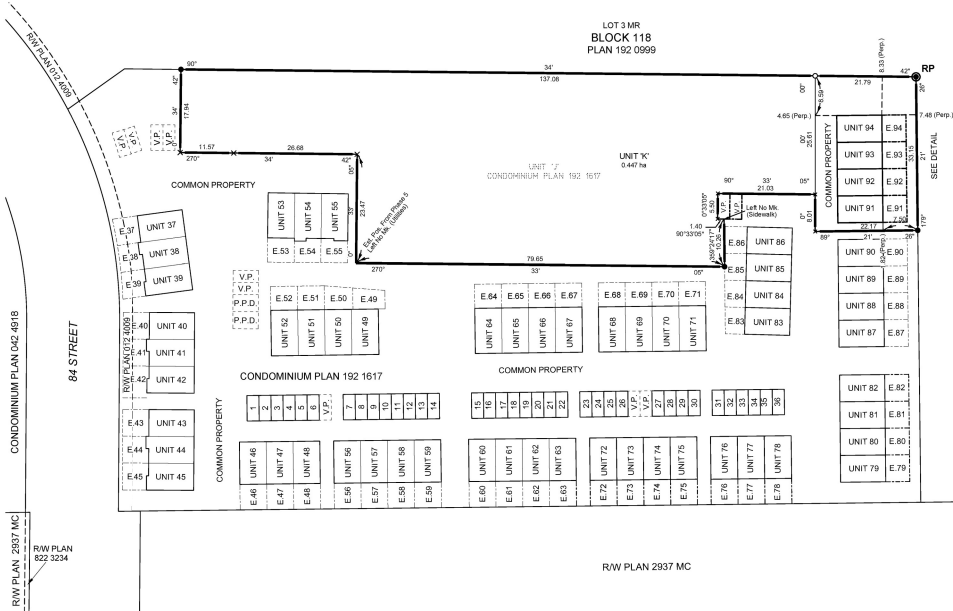
BELLE RIVE LANDING
PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT
OF
UNIT I, CONDOMINIUM PLAN 192 1617
AND 4,332 / 10,000 SHARES OF COMMON PROPERTY
WITHIN THE
N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

E.P.A. NUMBER	AREA	UNIT NUMBER	UNIT FACTOR	UNIT AREA
E.91	30.1	91	114	185.1
E.92	30.1	92	114	185.1
E.93	30.1	93	114	185.1
E.94	30.1	94	114	185.1
TOTAL		UNIT 'K'	1.420	0.447 ha
TOTAL			3.252	

456 UNIT FACTORS HAVE BEEN ASSIGNED TO 4 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 1,420 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'K' FOR FUTURE USE.



LOT 3 MR
BLOCK 118
PLAN 192 0999



LAND TITLES OFFICE

PLAN No. 192 1617

ENTERED AND REGISTERED

ON May 26, 2022

INSTRUMENT No. 222 119 983

B. McGinial

A.D. REGISTRAR

SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.

DATES OF SURVEY: NOVEMBER 6, 2018

TO: APRIL 4, 2022

IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO. CON22-0016

REGISTERED OWNERS

NAME: ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE, SECTION 18(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN

OCCUPATION: ALBERTA LAND SURVEYOR

DATE: APRIL 4, 2022

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

NOTES:

- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS X

- ASPHALT NAILS FOUND SHOWN THUS X

- STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS O

- ASPHALT NAILS PLACED SHOWN THUS O

- GEO-REFERENCE POINT (RP) SHOWN THUS O RP

- BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.

- COMBINED SCALE FACTOR IS 0.999811

- REFERENCE MERIDIAN IS 114°

- GEO-REFERENCE POINT (RP) IS A Fd 1 WITH 3TM NAD83(ORIG.) COORDINATES: NORTHERN 5943805.107, EASTING 35069.503

- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF

- BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.

- ALL UNIT DIMENSIONS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS

- ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES

- THE BOUNDARY OF RESIDENTIAL UNITS 91 TO 94 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE

- THE BOUNDARIES OF BARE LAND UNIT 'K' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT

- THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'K'

- AREAS E.91 TO E.94 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 52 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS

- ALL DECKS AND EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY

- AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS

- AND CONTAINS 0.520 ha

ABBREVIATIONS DEVOTED THUS:

Apex - APPROPRIATE

C.A. - CENTRAL ANGLE

C.S. - COUNTERSINK

Dm - DISTURBED

E - EAST

E.P.A. - EXCLUSIVE POSSESSION AREA

Est - ESTABLISHED

Fd - FOUND

G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM

HE - HEAVEN

L - STATUTORY IRON SURVEY POST

MR - MERIDIAN

MA - MARK

MR - MUNICIPAL RESERVE

N - NORTH

ORIG - ORIGINAL

Ref - REFERENCE

Perp - PERPENDICULAR

Pos - POSITION

P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES

PUL - PUBLIC UTILITY LOT

R - RADIAL

Rd - ROAD

Ref - REFERENCE

Rest - RESTORED

ROE - RANGE

ROW - RIGHT OF WAY

Sec - SECTION

SqM - SQUARE METRES

TWP - TOWNSHIP

V.P. - VISITOR PARKING STALL

W - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT J, CONDOMINIUM PLAN 192 1617

AND 3,876 / 10,000 SHARES OF COMMON PROPERTY

WITHIN THE

N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

JASON C. WORKMAN, A.L.S. 2022

SCALE: 1:500

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 METRES

Pals Geomatics

Phone: (780) 453-3177 Fax: (780) 453-2047

Email: edmonton@palsgeomatics.com

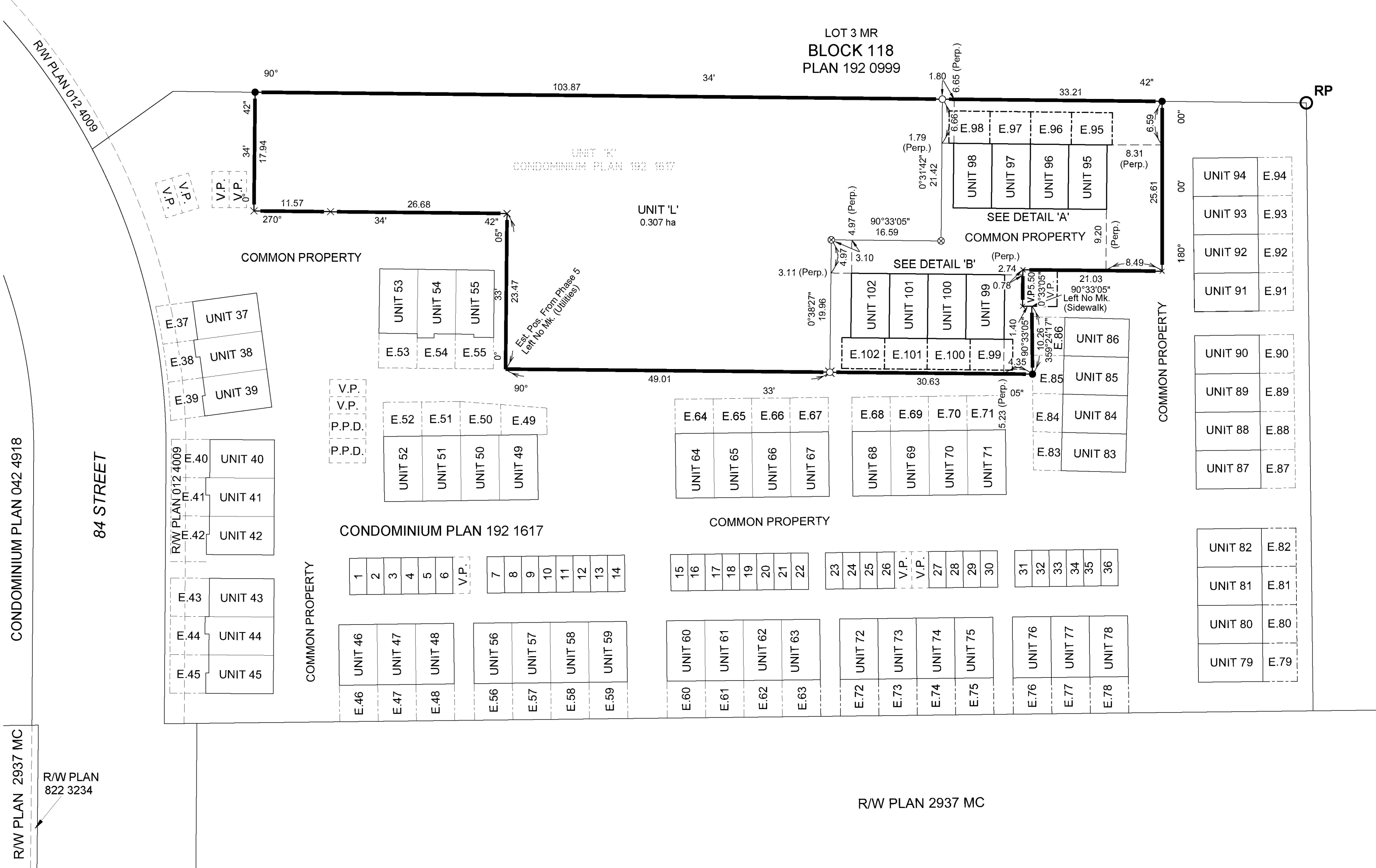
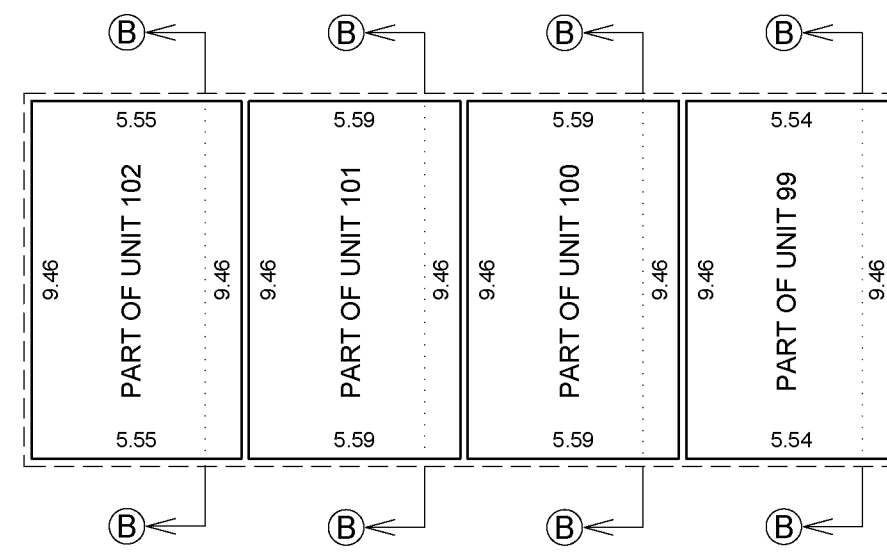
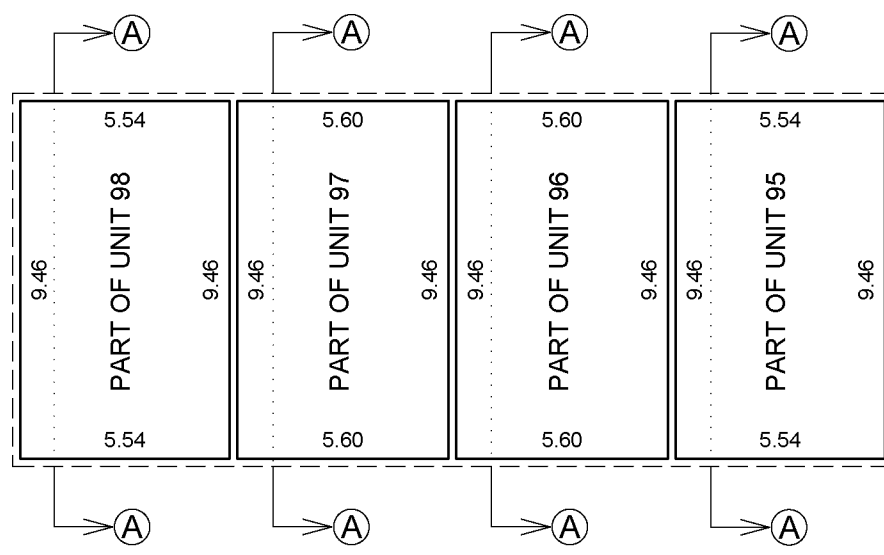
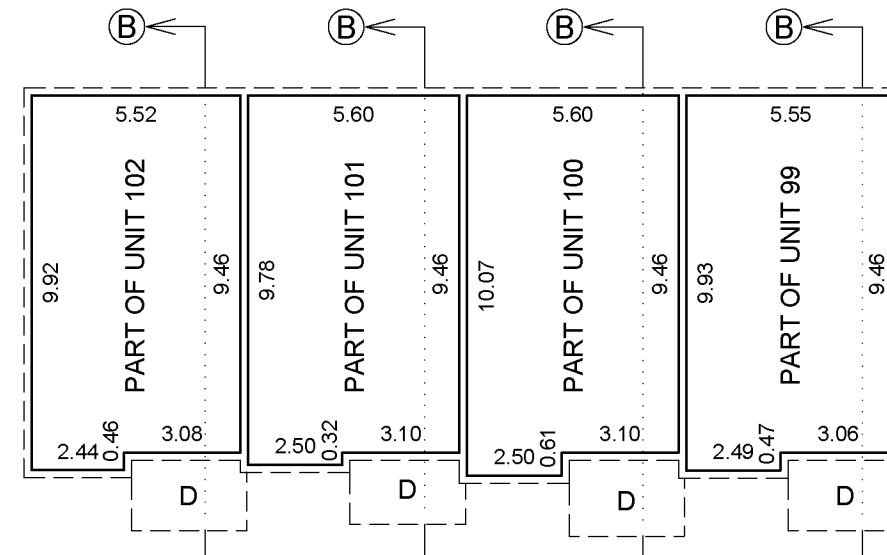
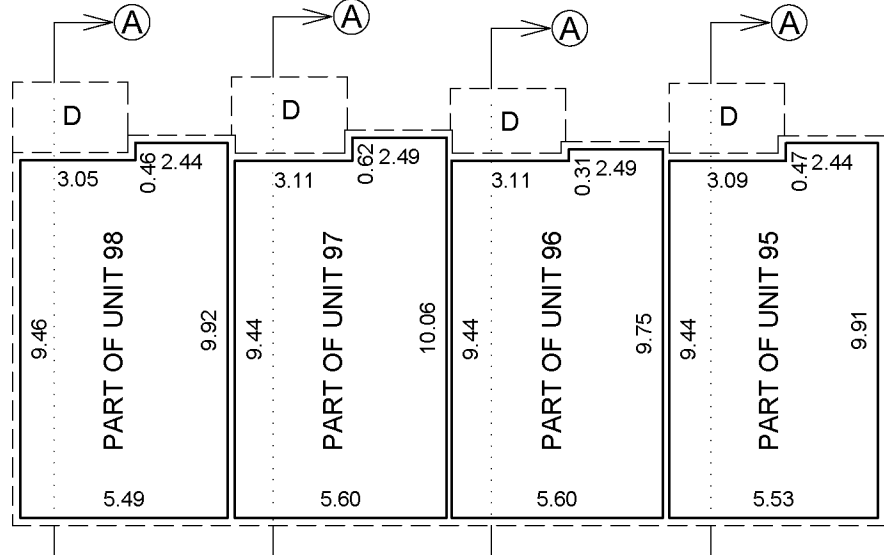
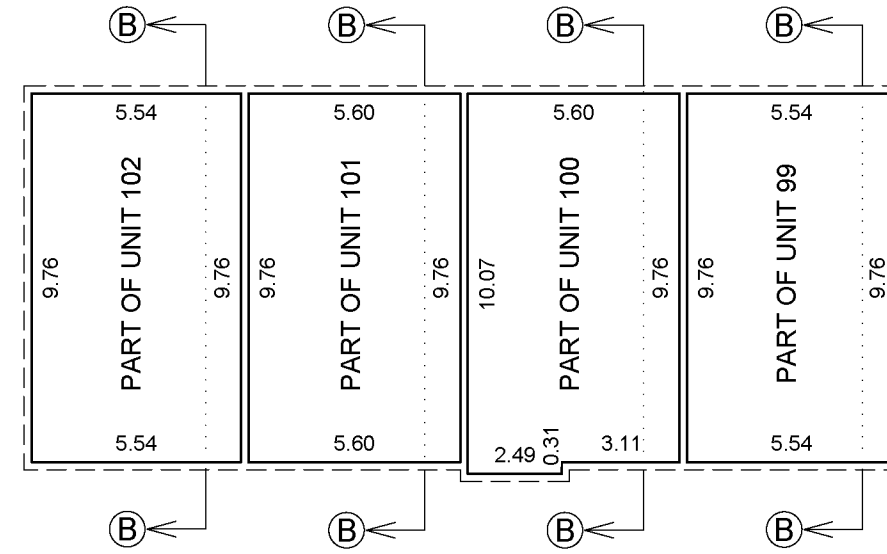
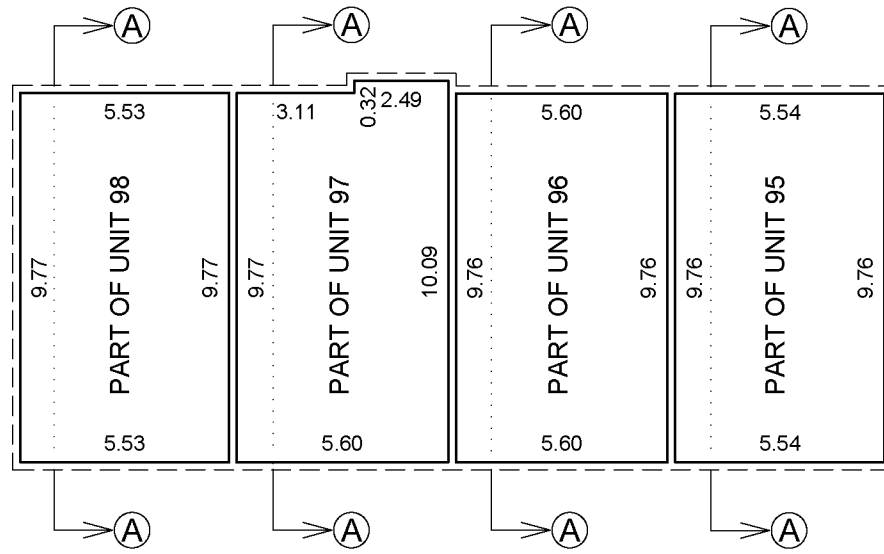
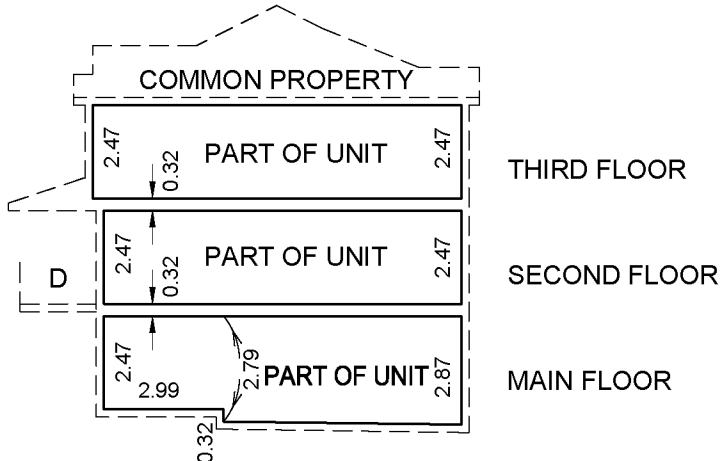
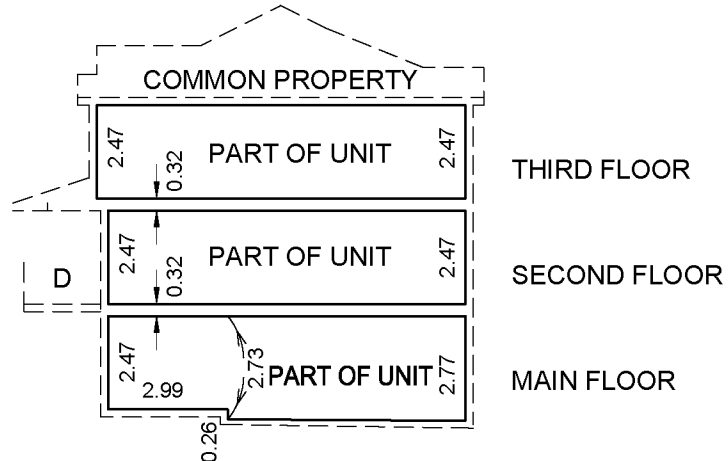
10704 - 175 Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 1180207PH11

DRAFTED BY: JL

CHECKED BY: DB

E.P.A. NUMBER	AREA Approx. sq.m.	UNIT NUMBER	UNIT FACTOR	UNIT AREA Approx. sq.m.
E.95	30.1	95	114	159.9
E.96	30.1	96	114	161.3
E.97	30.1	97	114	162.9
E.98	30.1	98	114	159.5
E.99	30.1	99	114	160.2
E.100	30.1	100	114	162.8
E.101	30.1	101	114	161.3
E.102	30.1	102	114	159.9
		UNIT 'L'	2,508	0.307 ha
		TOTAL	3,420	
912 UNIT FACTORS HAVE BEEN ASSIGNED TO 8 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 2,508 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'L' FOR FUTURE USE.				



LAND TITLES OFFICE

PLAN No. 192 1617

ENTERED AND REGISTERED ON June 23, 2022

INSTRUMENT No. 222 141 781

Marifel Gabriel

A.D. REGISTRAR

SURVEYOR:

NAME: JASON C. WORKMAN, A.L.S.

DATES OF SURVEY: NOVEMBER 6, 2018

TO: MAY 13, 2022

IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT

ALBERTA LAND SURVEYORS' ASSOCIATION

P 073

PALS GEOMATICS CORP.

SUBDIVISION AUTHORITY

NAME: CITY OF EDMONTON

FILE NO. CON/22-0023

REGISTERED OWNERS

ROHIT COMMUNITIES BELLE RIVE LTD.

CERTIFICATE: SECTION 10(1)(b) CONDOMINIUM PROPERTY ACT

THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY:

NAME: JASON C. WORKMAN

OCCUPATION: ALBERTA LAND SURVEYOR

DATE: MAY 13, 2022

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

- NOTES:
- STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
 - ASPHALT NAILS FOUND SHOWN THUS
 - STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS
 - ASPHALT NAILS PLACED SHOWN THUS
 - 0.30m SPIKES PLACED SHOWN THUS
 - GEO-REFERENCE POINT (RP) SHOWN THUS
 - BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
 - COMBINED SCALE FACTOR IS 0.999811.
 - REFERENCE MERIDIAN IS 114°.
 - GEO-REFERENCE POINT (RP) WITH 3TM NAD83(ORIG.) COORDINATES:
NORTHING 5943806.107, EASTING 35009.503.
 - ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
 - BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
 - ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
 - ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
 - THE BOUNDARY OF RESIDENTIAL UNITS 95 TO 102 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
 - THE BOUNDARIES OF BARE LAND UNIT 'L' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEYS ACT.
 - THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'L'.
 - AREAS E.95 TO E.102 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
 - ALL DECKS AND EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
 - AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS AND CONTAINS 0.447 ha

ABBREVIATIONS DENOTED THUS:			
Approx. - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	L - STATUTORY IRON SURVEY POST	Pos. - POSITION	RGE. - RANGE
C.S. - COUNTERSUNK	MER. - MERIDIAN	P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES	R/W - RIGHT OF WAY
Dist. - DISTURBED	Mk. - MARK	PUL - PUBLIC UTILITY LOT	S. - SOUTH
E. - EAST	MR - MUNICIPAL RESERVE	(R) - RADIAL	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N. - NORTH	R - RADIUS	sq.m. - SQUARE METRES
Est. - ESTABLISHED	No. - NUMBER	Re-est. - RE-ESTABLISHED	TWP. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Ref. - REFERENCE	V.P. - VISITOR PARKING STALL
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM			W. - WEST

BELLE RIVE LANDING

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT K, CONDOMINIUM PLAN 192 1617

AND 3,420 / 10,000 SHARES OF COMMON PROPERTY

WITHIN THE

N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER.

EDMONTON - ALBERTA

JASON C. WORKMAN, A.L.S. 2022

SCALE: 1:500

0 5 10 15 20 25 50 75 METRES

Pals Geomatics

Phone: (780) 455 - 3177 Fax: (780) 451 - 2047

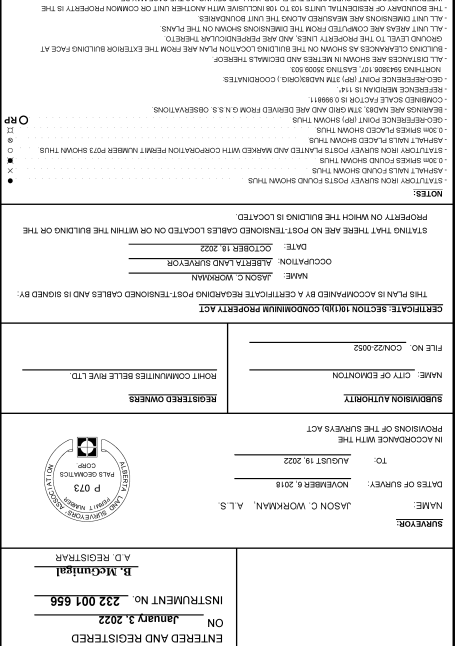
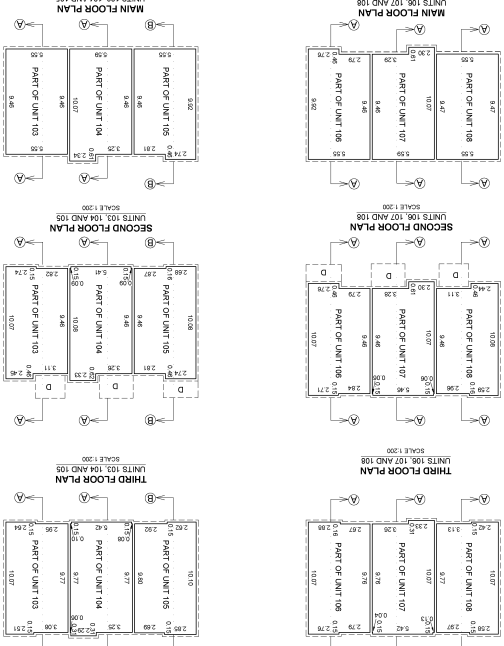
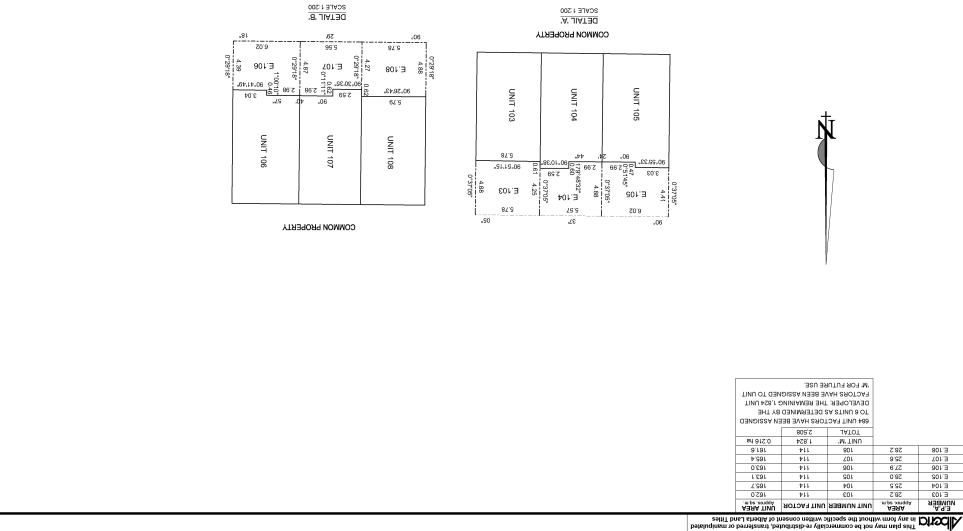
Email: edmonton@palsgeomatrics.com

10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

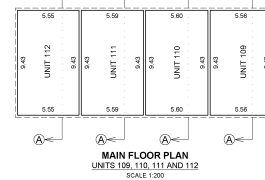
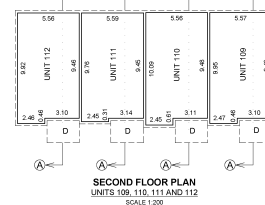
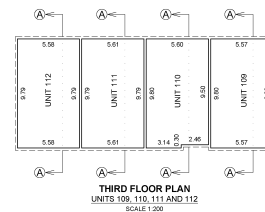
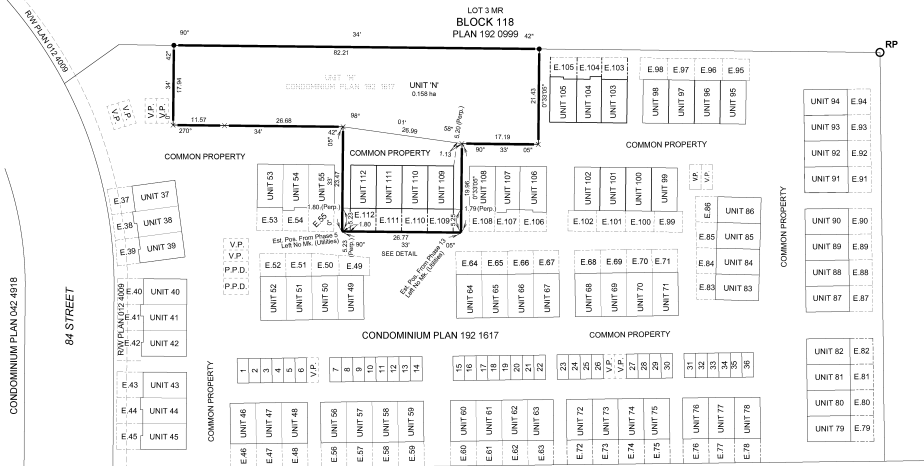
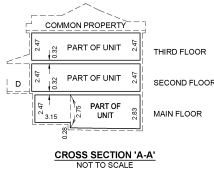
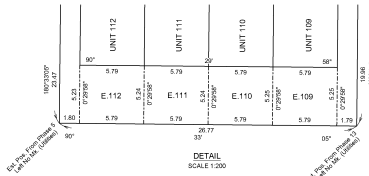
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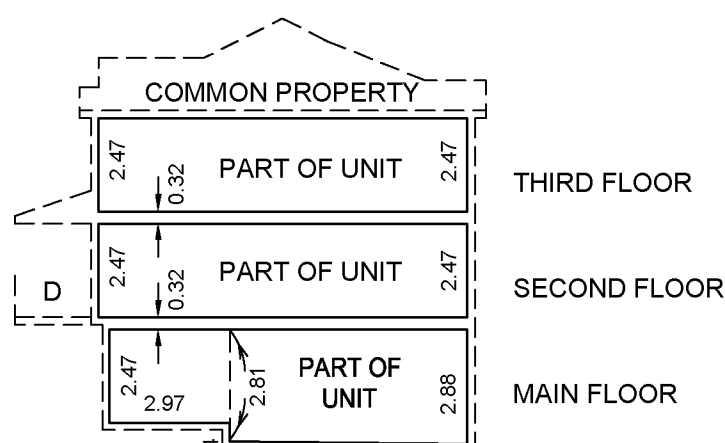


This plan may not be commercially re-distributed, transferred or manipulated in any form without the specific written consent of Alberta Land Titles				
E.P.A. NUMBER	AREA (sqm)	UNIT NUMBER	UNIT FACTOR	UNIT AREA (sqm)
E 109	30.4	109	114	181.0
E 110	30.4	110	114	181.2
E 111	30.4	111	114	181.2
E 112	30.3	112	114	180.7
UNIT 'N'	1.368			0.158 ha
TOTAL				1.824
480 UNIT FACTORS HAVE BEEN ASSIGNED TO 4 UNITS AS DETERMINED BY THE DEVELOPER. THE REMAINING 1,368 UNIT FACTORS HAVE BEEN ASSIGNED TO UNIT 'N' FOR FUTURE USE.				



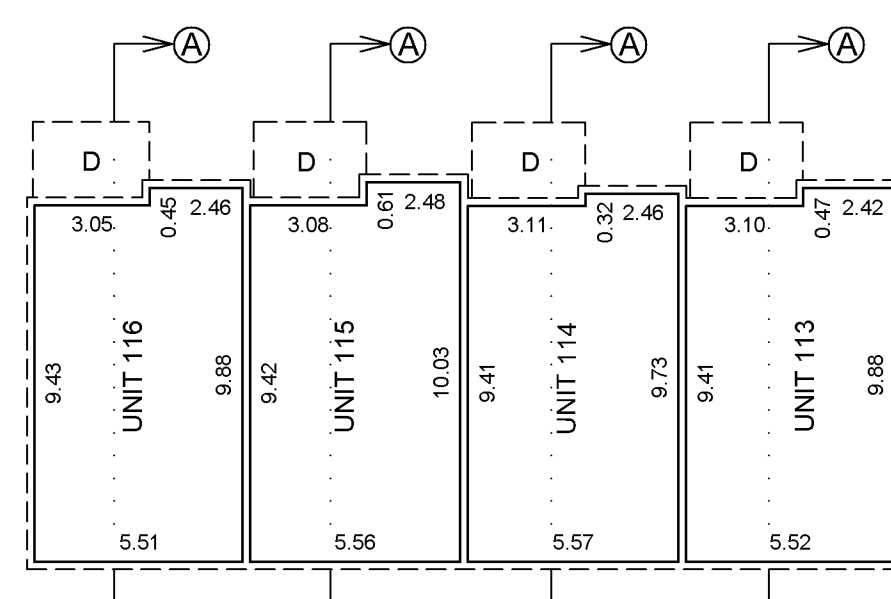
LAND TITLES OFFICE		SHEET 1 OF 1 SHEET	
PLAN No. 192 1617			
ENTERED AND REGISTERED ON January 27, 2023			
INSTRUMENT No. 232 030 471			
B. McGunigal A.D. REGISTRAR			
SURVEYOR: NAME: JASON C. WORKMAN, A.L.S. DATES OF SURVEY: NOVEMBER 6, 2018 TO: NOVEMBER 6, 2022			
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEY'S ACT			
SUBDIVISION AUTHORITY NAME: CITY OF EDMONTON FILE NO. CON22 0077		REGISTERED OWNERS RCHT COMMUNITIES BELLE RIVE LTD.	
CERTIFICATE, SECTION 18(1)(b) CONDOMINIUM PROPERTY ACT THIS PLAN IS ACCOMPANIED BY A CERTIFICATE REGARDING POST-TENSIONED CABLES AND IS SIGNED BY: NAME: JASON C. WORKMAN OCCUPATION: ALBERTA LAND SURVEYOR DATE: NOVEMBER 28, 2022 STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.			
NOTES: - STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS - ASPHALT NAILS FOUND SHOWN THUS - 0.30m SPIKES FOUND SHOWN THUS - GEO-REFERENCE POINT (RP) SHOWN THUS - BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS - COMBINED SCALE FACTOR IS 0.999811 - REFERENCE MERIDIAN IS 114° - GEO-REFERENCE POINT (RP) 3TM NAD83(ORG) COORDINATES: NORTHING 58886107, EASTING 35509303 - ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF - BUILDING CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FROM THE EXTERIOR BUILDING FACE AT GROUND LEVEL TO THE PROPERTY LINES AND ARE PERPENDICULAR THERETO - ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS - ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES - THE BOUNDARY OF RESIDENTIAL UNITS 109 TO 112 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE INTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE - THE BOUNDARIES OF BARE LAND UNIT 'N' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE SURVEY'S ACT - THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN BARE LAND UNIT 'N' - AREAS E 109 TO E 112 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT, PURSUANT TO SECTION 56 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS - ALL DECKS AND EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY - AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS AND CONTAINS 0.307 ha			
ABBREVIATIONS DENOTED THUS: Approx - APPROXIMATE C.A. - CENTRAL ANGLE C.S. - COUNTERSUNK DM - DISTURBED E - EAST E.P.A. - EXCLUSIVE POSSESSION AREA Est. - ESTABLISHED F.A. - FOUND G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM h - HECTARE h - STATUTORY IRON SURVEY POST MER - MERIDIAN MR - MARK MR - MUNICIPAL RESERVE N - NORTH N - NUMBER ORD - ORIGINAL R - RADIUS Rch - RE-ESTABLISHED Ref. - REFERENCE Perp. - PERPENDICULAR Pos. - POSITION P.P.D. - PARKING STALL FOR PERSONS WITH DISABILITIES PUL - PUBLIC UTILITY LOT R - RADIAL R - RADIUS Rch - RE-ESTABLISHED Ref. - REFERENCE Rst. - RESTORED RSE - RANGE RW - RIGHT OF WAY S - SOUTH SEC. - SECTION W - SQUARE METRES TWP. - TOWNSHIP V.P. - VISION PARKING STALL W - WEST			
BELLE RIVE LANDING PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT OF UNIT M, CONDOMINIUM PLAN 192 1617 AND 1,824 / 10,000 SHARES OF COMMON PROPERTY WITHIN THE N.E. 1/4 SEC. 33 - TWP. 53 - RGE. 24 - W. 4TH MER. EDMONTON - ALBERTA JASON C. WORKMAN, A.L.S. 2023 SCALE: 1:500			
Pals Geomatics Phone: (780) 451-3177 Fax: (780) 451-2347 Email: edmonton@palsgeomatics.com 10704 - 17th Street NW, Edmonton, Alberta T5S 1G7		FILE NO. 11800107PH4 DRAFTED BY: JF CHECKED BY: JB	

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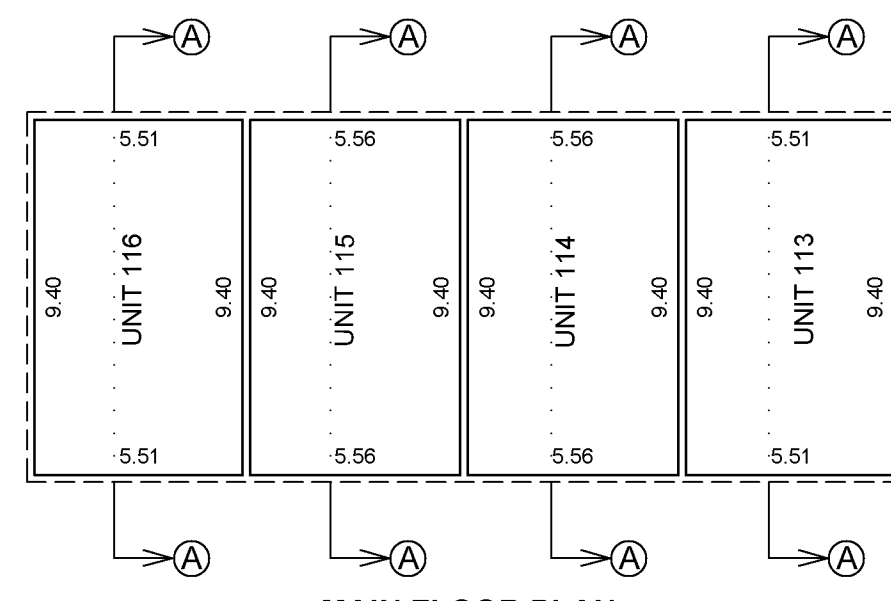
DETAIL
SCALE 1:200

CROSS SECTION 'A-A'
NOT TO SCALE



THIRD FLOOR PLAN
UNITS 113, 114, 115 AND 116
SCALE 1:200

SECOND FLOOR PLAN
UNITS 113, 114, 115 AND 116
SCALE 1:200



MAIN FLOOR PLAN
UNITS 113, 114, 115 AND 116
SCALE 1:200



IN ACCORDANCE WITH THE
PROVISIONS OF THE SURVEYS ACT

FILE NO. CON23-0062

ROHIT COMMUNITIES BELLE RIVE LTD

STATING THAT THERE ARE NO POST-TENSIONED CABLES LOCATED ON OR WITHIN THE BUILDING OR THE PROPERTY ON WHICH THE BUILDING IS LOCATED.

STATUTORY IRON SURVEY POSTS FOUND SHOWN THUS
ASPHALT NAILS FOUND SHOWN THUS
0.30m SPIKES FOUND SHOWN THUS
STATUTORY IRON SURVEY POSTS PLANTED AND MARKED WITH CORPORATION PERMIT NUMBER P073 SHOWN THUS
ASPHALT NAILS PLACED SHOWN THUS
GEO-REFERENCE POINT (RP) SHOWN THUS
BEARINGS ARE NAD83, 3TM GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
COMBINED SCALE FACTOR IS 0.999811.
REFERENCE MERIDIAN IS 114°.
GEO-REFERENCE POINT (RP) 3TM NAD83(ORIG.) COORDINATES:
NORTHING 5943806.107, EASTING 35009.503.
ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
BUILDINGS CLEARANCES AS SHOWN ON THE BUILDING LOCATION PLAN ARE FOR THE EXTERIOR BUILDING FACE AT
GROUND LEVEL TO THE PROPERTY LINES, AND ARE PERPENDICULAR THERETO.
ALL UNIT AREAS ARE COMPUTED FROM THE DIMENSIONS SHOWN ON THE PLANS.
ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
THE BOUNDARY OF RESIDENTIAL UNITS 113 TO 116 INCLUSIVE WITH ANOTHER UNIT OR COMMON PROPERTY IS THE
EXTERIOR UNDECORATED SURFACE OF THE FLOOR, WALL OR CEILING, AS THE CASE MAY BE.
THE BOUNDARIES OF BARE LAND UNIT 'O' ARE GOVERNED BY THE MONUMENTS FOUND AND PLACED PURSUANT TO THE
SURVEY'S ACT.
THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT CONTAINED WITHIN THE RESIDENTIAL UNITS, NOR WITHIN
BARE LAND UNIT 'O'.
AREAS 5.113 TO 5.116 INCLUSIVE ARE EXCLUSIVE POSSESSION AREAS, WHICH MAY BE LEASED TO THE OWNER OF A UNIT,
PURSUANT TO SECTION 50 OF THE CONDOMINIUM PROPERTY ACT, AND SHOWN THUS
ALL DECKS AND EXCLUSIVE POSSESSION AREAS ARE CONSIDERED PART OF COMMON PROPERTY.
AREA AFFECTED BY THE REGISTRATION OF THIS PLAN BOUNDED THUS
AND CONTAINS *O.158 ha*

Approx - APPROXIMATE	ha - HECTARE	Perp. - PERPENDICULAR	Res. - RESTORED
C.A. - CENTRAL ANGLE	I. - STATUTORY IRON SURVEY POST	Pos. - POSITION	Rge. - RANGE
C.S. - COUNTERSUNK	Mer. - MERIDIAN	P.D. - PARKING STALL FOR	R/W - RIGHT OF WAY
Disl. - DISBURST	Mk. - MARK	P.L. - PERSONS WITH DISABILITIES	S. - SOUTH
E. - EAST	M.R. - MUNICIPAL RESERVE	P.U. - PUBLIC UTILITY LOT	SEC. - SECTION
E.P.A. - EXCLUSIVE POSSESSION AREA	N. - NORTH	R - RADIAL	sq.m. - SQUARE METRES
Est. - ESTABLISHED	N. - NUMBER	R (R) - RADIAL	TOW. - TOWNSHIP
Fd. - FOUND	ORIG. - ORIGINAL	Re-est. - RE-ESTABLISHED	V.P. - VERTICAL PARKING ST
G.N.S.S. - GLOBAL NAVIGATION SATELLITE SYSTEM		Ref. - REFERENCE	W. - WEST

SCALE: 1:500



Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1E6

FILE NO. 11800107PH15

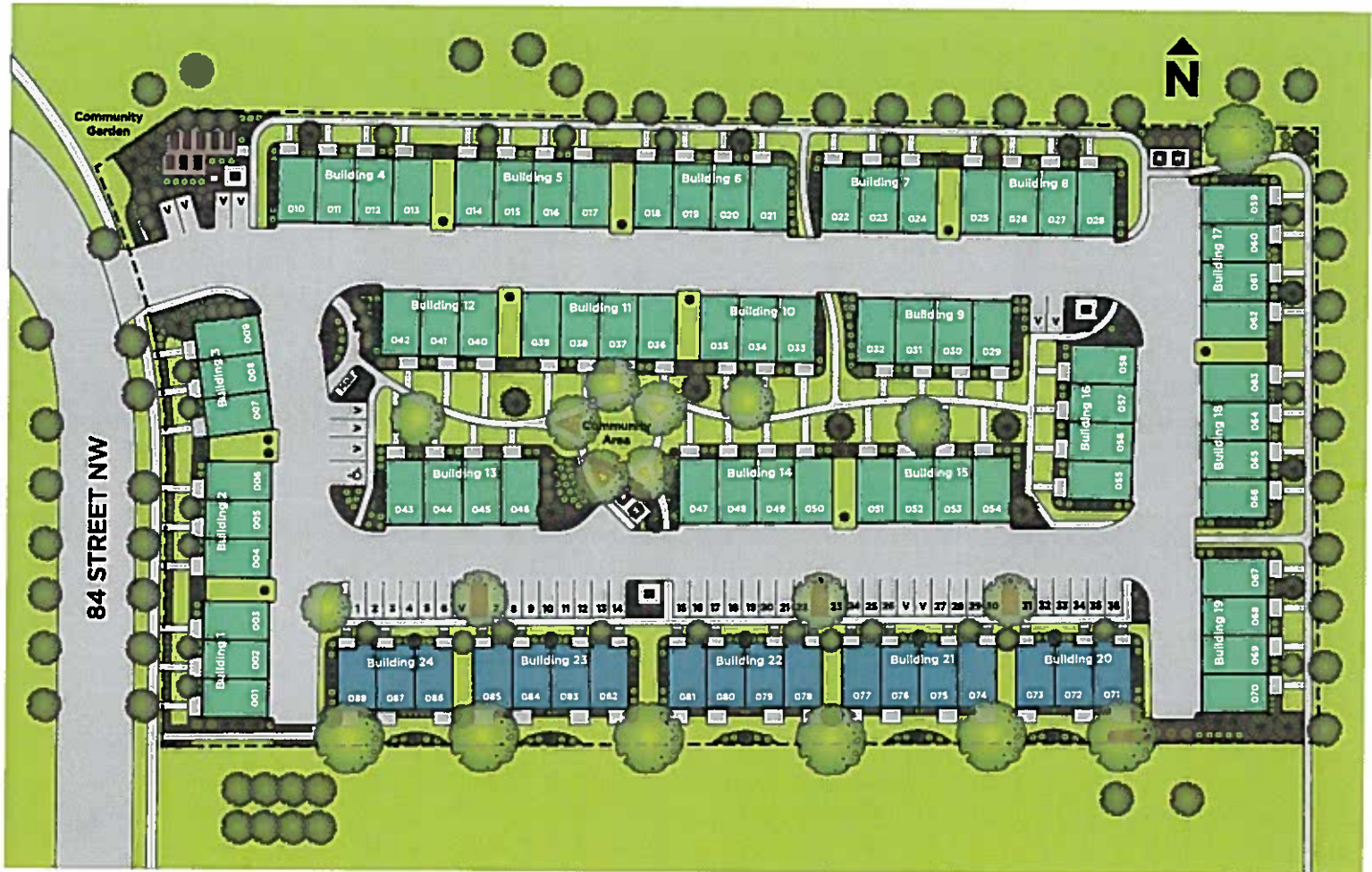
DRAFTED BY: JF

CHECKED BY: _____ .IB

SITE MAP

16335 84 ST NW

BELLE RIVE TOWNHOMES



Jasper Olive

RohitCommunities.com

This plan prepared for marketing purposes is conceptual only and should not be relied upon. Details are current as of June 6, 2018 and are subject to change without notice. Please ask your sales person for more details.



the JASPER

1410-1445 sq ft



Artist rendering, sample elevation only. Subject to change.

Rejoice in the Jasper.

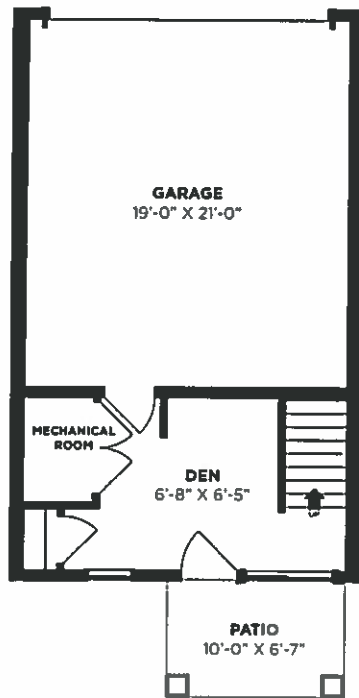
The Jasper has it all! With a double attached garage, front facing balcony, upper floor laundry, and a 2 or 3 bedroom layout perfect for flexibility. This bright home also boasts large windows throughout to keep it light and airy year round. Visit any of our showhomes today to see how you can start your life's journey with the Jasper.

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. Windows are subject to change with elevation. As of June 18, 2017.

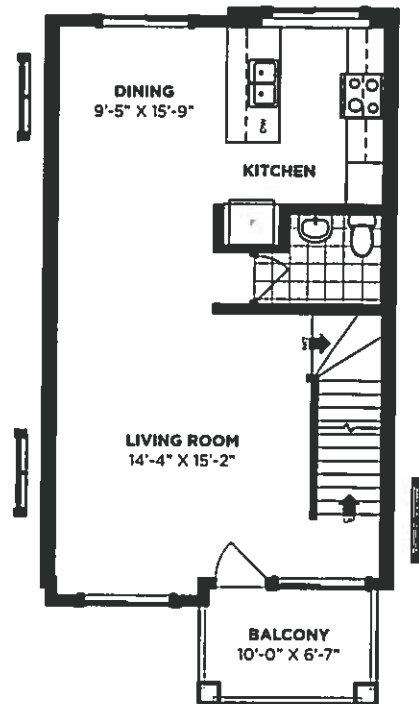
the JASPER

1410-1445 sq ft

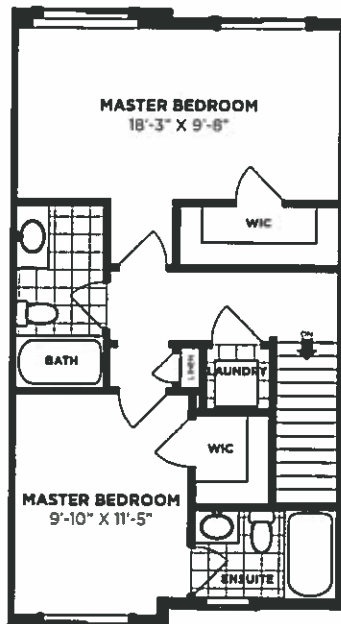
lower level
198-217 sq ft



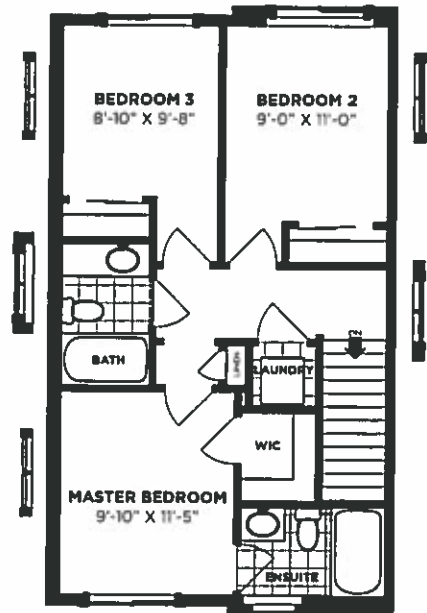
main floor
617-625 sq ft



upper floor
2 bedroom
595-604 sq ft



upper floor
3 bedroom
595-604 sq ft



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. Windows are subject to change with elevation. As of June 18, 2017

the OLIVE

1157 sq ft



Artist rendering, sample elevation only. Subject to change.

Take a bite out of the Olive.

With 1157 square feet of space, this home features an open concept main floor, backyard deck that's perfect for entertaining, and a spacious master bedroom with its own walk-in closet on the second floor. The perfect starter for any family, this tasty treat is an excellent investment. The basement also sits ready for your personal touch on expansion. Move into the Olive today and start living.

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. Windows are subject to change with elevation. As of May 30, 2018.

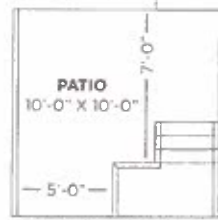
the OLIVE

1157 sq ft

deck
option 1

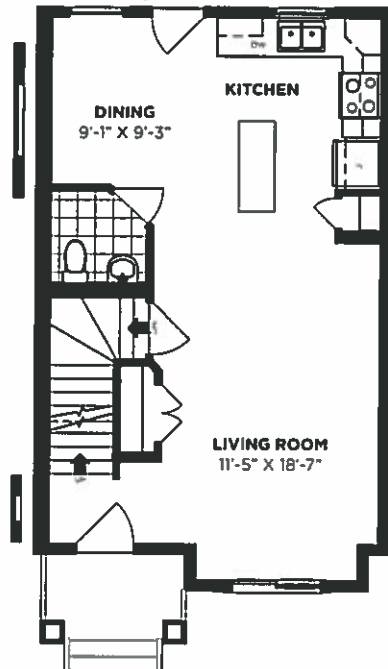


deck
option 2*

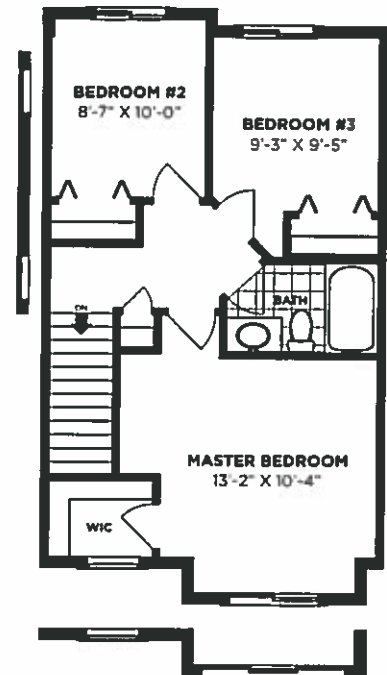


*For select communities only

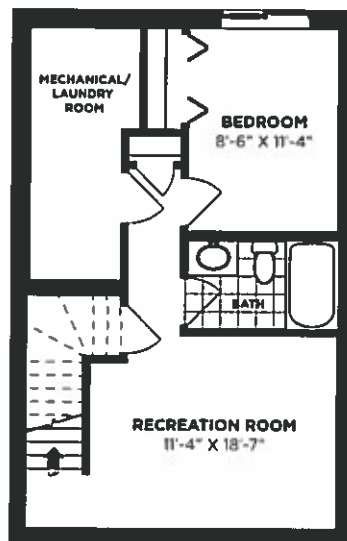
main floor
590 sq ft



second floor
567 sq ft



*future
basement
development*
427-436 sq ft



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. Windows are subject to change with elevation. As of May 30, 2018.

DESCRIPTION OF COMMON PROPERTY
BELLE RIVE LANDING TOWNHOMES
Edmonton

1. **General Description of Common Property:** Belle Rive Landing Townhomes is a conventional condominium project, built in phases in accordance with the regulations passed under the *Condominium Property Act*. Once the project is complete, the common property will consist of:
 - a) the structure of all the buildings on site including roofs, exterior walls, siding, soffits/fascia/eavestroughs and exterior doors & windows;
 - b) all the hard and soft landscaping within the project including walks, driveways, steps, decks/patios, lawns, trees, fences, etc;
 - c) an entry feature and community garden; and
 - d) the internal roadway.
2. **Significant Utility Installations, Major Easement Areas:** The project is not expected to contain any high pressure gas lines, high voltage power towers, or other utility installations of that sort. The project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of those lines and related equipment will be determined by the project designers and by crews on site.
3. **Retaining Walls:** The project is expected to have some retaining walls due to onsite utility locations within the project. The Developer reserves the right to add retaining walls, swales and/or similar structures as required to ensure the project meets municipal lot grading requirements.
4. **On Site Recreational Facilities & Equipment:** Community Garden.
5. **Maintenance Equipment Supplied:** None.
6. **Roadways, Walkways:** The common property roadway will include an appropriate road base, a 1st lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. As various groups of homes are built and occupied, the Developer will arrange to have a 2nd lift of asphalt applied to the roadway. The Developer will build walkways more or less as shown on the project site plan.
7. **Fences:** The Developer shall construct fencing around the perimeter of the project. The Developer reserves the right to construct additional fencing throughout the project. The Developer will also install a project identification sign. Design, location and colours of fencing and the sign(s) are entirely at the Developer's discretion.
8. **Landscaping:** As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with the applicable zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion. 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.

This schedule is provided in accordance with Section 12.2(b) of the *Condominium Property Act*.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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**CONDOMINIUM PROPERTY ACT
CERTIFICATE OF DEVELOPER
(SECTION 35(1)(I), CONDOMINIUM PROPERTY REGULATION)**

I, Rohit Gupta,
hereby certify that the phased development disclosure statement complies with

(a) the *Condominium Property Act* and the *Condominium Property Regulation*, and

(b) all the requirements under the *Condominium Property Act* and the *Condominium Property Regulation*.

MARCH 8, 2019
Date


Rohit Communities Belle Rive Ltd.

NOTE:

1. If the developer is a corporation, then sign and seal this form.

OR

An officer or director must sign this form in the presence of a witness (*who must also sign this form and complete FORM 31*) and complete FORM 31.1.

2. If the developer is an individual, then sign this form in the presence of a witness (*who must also sign this form and complete FORM 31*).

Rohit Townhomes at Belle Rive
Edmonton, Alberta

PHASING DISCLOSURE STATEMENT

Condominium Plan No. _____

Rohit Townhomes at Belle Rive is a townhouse condominium project, to be built in phases as allowed under section 19 of the *Condominium Property Act*, as follows:

1. Number of Units in the Project

The project is expected to contain a total of 88 units, located within 24 buildings.

The developer reserves the right to increase or decrease the total number of units by up to 10. In other words, when it is complete, the project could have as many as 98 units or as few as 78 units. Any change in unit counts is subject to municipal approval.

Phase 1 is expected to consist of 3 units located within 1 building.

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 23 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: 3

General size of units: between 1000 and 2000 square feet;

Common property: - exterior of buildings will have asphalt shingles, vinyl siding and prefinished aluminum soffits. Colors will be at the discretion of the project designer.

- 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 construct the community garden as part of the final phases of the project.

- 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 1000 and 2000 square feet

Common property - exterior of buildings will have asphalt shingles, vinyl siding and prefinished aluminum soffits. Colours will be at the discretion of the project designer.

- 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 project designer.

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

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

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

7. Allocation of Administrative Expenses / Unit Factors

Unit factors have been allocated among the 88 Condominium Homes in the Project based on the following:

- a) The Condominium Property Act specifies that the total of Unit Factors must be 10,000.
- b) The developer believes that unit factors should be allocated among residential units based on model types.

<u>Model Type</u>	<u>Unit Factor</u>
Jasper	114 or 115
Olive	110
Surface Parking Stalls	1

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

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 9 or 88 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.



192112747

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INST - INSTRUMENT
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LINC/S: 0038337416

SECTION 3: BYLAWS

**ALBERTA GOVERNMENT SERVICES
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(Rohit Townhomes at Belle Rive)
Condominium Property Act
Section 32

NOTICE OF CHANGE OF BYLAWS
(Form 3, Condominium Regulations)

Condominium Corporation No. 192 1617 hereby certifies that by written special resolution dated the 27th day of September, 2019, the bylaws of the Condominium Corporation were added to, amended or repealed as follows:

1. The existing bylaws of the corporation (as provided in Section 33 of the Condominium Property Act) were repealed and replaced with the bylaws set out in the attached Schedule.
2. The new bylaws come into force upon registration of this Notice at the Land Titles Office in Edmonton.

The seal of Condominium Corporation No. 192 1617 was affixed to this Notice on the 27th day of September, 2019 in the presence of:

Rohit Gupta
Director's name

/ [Signature]
signature

(Corporate Seal)

Bylaws

CONDOMINIUM CORPORATION NO. 192 1617

(Belle Rive Landing Townhomes, Edmonton, AB)

TABLE OF CONTENTS

Parag. #

PART 1: DEFINITIONS AND INTERPRETATION

1.	Replacement of Existing Bylaws.....	Page 1
2.	Definitions and Interpretation.....	Page 1

PART 2 - THE CONDOMINIUM CORPORATION

3.	Duties of the Corporation	Page 3
4.	Powers of the Corporation	Page 4
5.	The Board of Directors	Page 5
6.	Term of Office	Page 5
7.	Vacancies on the Board	Page 5
8.	Officers of the Corporation	Page 6
9.	Procedure for Board Meetings	Page 7
10.	Resolutions in Writing	Page 7
11.	Seal of the Corporation.....	Page 7
12.	Signing Authority	Page 7
13.	Duties of the Board	Page 8
14.	Powers of the Board	Page 8
15.	Capital Replacement Reserve Fund	Page 9
16.	Appointment of Committees.....	Page 9
17.	Penalties for Bylaw Contravention.....	Page 10

PART 3 - GENERAL MEETINGS

18.	Convening of Meeting and Notice.....	Page 11
19.	Quorum	Page 11
20.	Order of Business	Page 12
21.	Manner of Voting	Page 12
22.	Polling the Vote	Page 12
23.	Proxies	Page 13
24.	Restrictions on Voting	Page 13
25.	Vote by Co-Owners.....	Page 13
26.	Resolutions in Writing.....	Page 13

PART 4 - DUTIES AND RESTRICTIONS

27.	Duties of Occupants	Page 14
28.	Restrictions	Page 15
29.	Parking	Page 16
30.	Animals	Page 16
31.	Snow Removal	Page 16
32.	Community Garden	Page 17
33.	Private Amenity Areas	Page 17
34.	Landscaping and Lawns	Page 17

PART 5 - COMMON EXPENSES

35.	Description of Common Expenses	Page 18
36.	Assessment of Contributions	Page 18
37.	Default	Page 19

PART 6 - INSURANCE

38.	Insurance Carried by Corporation	Page 20
39.	Deductibles	Page 20
40.	Insurance Carried by Occupants.....	Page 20

PART 7 - MISCELLANEOUS

41.	Developer's Use of Property	Page 21
42.	Phasing	Page 21
43.	Non-Profit Corporation	Page 21

PART 1 - DEFINITIONS AND INTERPRETATION

1. Replacement of Existing Bylaws

- 1.1 These bylaws are adopted by Condominium Corporation No. 192 1617 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) "Common Property" means the common property as defined in the Condominium Plan (i.e. the building structures, exterior finishes, roadways, landscaping, etc.);
- d) "Condominium Plan" means the condominium plan registered under the Act;
- e) "Corporation" means Condominium Corporation for this Project;
- f) "Corporation Property" means property owned by the Corporation;
- g) "Developer" means the registered owner of all the Units on the date the Condominium Plan was registered;
- h) "Exclusive Use Area" means the driveway and the deck which is accessible directly from each unit;
- i) "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;
- j) "Owner" means the registered owner of a Unit;
- k) "Project" means the townhouse condominium development known as Belle Rive Landing Townhomes in Edmonton, AB;
- l) "Special Resolution" has the meaning given in the Act (generally: a resolution supported by 75% of the people entitled to vote on a given issue);

- 2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the 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 Act or other laws shall be read so as 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 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 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 any 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 it requires in order 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 Unit 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, not exceeding \$200.00 per infraction, for the contravention of any bylaw;
- 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 development;
 - ii) occupants' use driveways, decks and other common property;
 - iii) 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 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.

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, and a Secretary-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.

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 14 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, as long as 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 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 mortgages 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 to carry 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 or these bylaws.
- d) establishing policies concerning various issues. All such policies shall have the force of a bylaw, as long as the policy 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 25 years;
 - b) estimates 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 **\$200** per day, 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 Each day of a continuing breach shall be deemed to be a separate contravention of a bylaw.
- 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 unit 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.

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. Quorum

- 19.1 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.
- 19.2 A quorum for a general meeting is the number of persons whose total vote represents at least 2500 unit factors.
- 19.3 If a quorum is not present within 30 minutes from the appointed starting time, the Board must call a new meeting within 30 days. At the adjourned meeting, the Owners who are present constitute a quorum for the purpose of that meeting.

20. Order of Business

20.1 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;
- f) election of members of the Board;
- g) unfinished business;
- h) new business;
- i) adjournment.

21. Manner of Voting

21.1 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.

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

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

21.4 Except for matters requiring a special resolution, all matters shall be determined by a simple majority vote.

22. Polling the Vote

22.1 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.

22.2 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.

22.3 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.

22.4 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.

23. Proxies

- 23.1 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.
- 23.2 A proxy instrument must be in writing and signed by the person making the appointment as well as the person being named as 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.
- 23.3 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 the corporation.

24. Restrictions on Voting

- 24.1 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.
- 24.2 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.

25. Vote by Co-owners

- 25.1 If a Unit is owned by more than one person, each of those co-owners may vote personally or by proxy.
- 25.2 In the case of a vote taken by a show of hands, co-owners are entitled to one vote between them.
- 25.3 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 1/2 the unit factors allocated to that unit.
- 25.4 Any co-owner may demand that a poll be taken.

26. Resolutions in Writing

- 26.1 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**27. Duties of Occupants****27.1 Occupants shall:**

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when not 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 unit owner's insurance policy which includes at least \$1,000,000 in third party liability coverage.

28. Restrictions

28.1 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.

29. Parking

- 29.1 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 don't unreasonably interfere with other unit owners.
- 29.2 The Board is entitled to make reasonable rules governing the use of all common property parking stalls (including visitor stalls) 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.

30. Animals

- 30.1 As a general rule, occupants are allowed to keep household pets in their Unit as long as the following conditions are met:
- 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 are allowed.
- 30.2 For purposes of this Bylaw, "household pets" includes cats, small dogs, fish, birds and other common pets. "Household pets" does not include large dogs (i.e. dogs heavier than 45 pounds or taller than 16 inches high at the shoulder) or exotic animals such as snakes, lizards, rats and spiders.
- 30.3 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.
- 30.4 Other pets are not allowed.

31. Snow Removal

- 31.1 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.

32. Community Garden

- 32.1 The Board is entitled to adopt a series of rules concerning occupants' use of the community garden. Issues covered by the rules might include:
- a) conditions of membership for the Community Garden;
 - b) fees;
 - c) member responsibilities and etiquette;
 - d) such other issues as the Board chooses to regulate in order to preserve or enhance the residents' use of the Community Garden project.
- 32.2 The Board may appoint (and dissolve) a committee to deal with the Community Garden.
- 32.3 The Community Garden Committee may consist of as many members as the Board thinks fit. The committee shall appoint a chairman who shall report to the Board on his committee's activities.
- 32.4 Committee members may include people who are not owners or occupants.

33. Private Amenity Areas

- 33.1 Each occupant has the right to exclusive use and possession of any private amenity areas (decks, patios, balconies, front yards) 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. Landscaping and Lawns

- 34.1 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

35. Description of Common Expenses

35.1 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 the subdivision entrance feature;
- 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.

36. 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.

36.2 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.

36.3 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.

- 36.4 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.
- 36.5 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.
- 36.6 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.
- 36.7 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.

37. Default

- 37.1 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.
- 37.2 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.
- 37.3 No action shall be commenced and no caveat shall be registered until the payment in question is at least 30 days overdue.

PART 6 - INSURANCE

38. Insurance Carried by Corporation

38.1 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 common property and all the units,
- 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.

38.2 From time to time, the Board may adopt a series of specifications which comprise a "Standard Unit". The corporation's insurance policy shall apply to all elements of a unit (kitchen fixtures, bathroom fixtures, installed carpets, etc.) included within the "standard unit" specifications adopted by the Board. Unit 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 "Standard Unit" specifications adopted by the Board.

39. Deductibles

39.1 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.

39.2 The Board may levy a special assessment to the unit (or units) responsible for paying the deductibles, as set out above.

40. Insurance Carried by Occupants

40.1 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 unit owners and their tenants).

PART 7 - MISCELLANEOUS

41. Developer's Use of Property

- 41.1 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.
- 41.2 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 make reference to this project in its promotional operations.

42. Phasing

- 42.1 The project is intended to be built in phases in accordance with the Regulations passed under the Act.
- 42.2 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.
- 42.3 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.
- 42.4 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.

43. Non-Profit Corporation

- 43.1 The Condominium Corporation shall operate as a non-profit corporation.



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SECTION 4: OTHER DOCUMENTS



MANAGEMENT AGREEMENT

THIS AGREEMENT is made in duplicate on the 29th day of August 2023.

BETWEEN:

CONDOMINIUM CORPORATION NO. 192 1617

**Operating as
Belle-Rive Landing**

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- AND -

**CORE REAL ESTATE GROUP
Division of CORE MANAGEMENT GROUP, INC.
(hereinafter referred to as the "Manager")**

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

- 1) The terms used herein shall have ascribed to them the definitions contained in the Condominium Property Act R.S.A. 2000 as amended, and the Condominium Property Amendment Act, 2000, hereinafter called the "Act".
- 2) The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the specific provisions hereto) to manage the property included in the plan registered along with the By-laws which created the Corporation, together with the assets of the Corporation for a period of one year, commencing on **January 1, 2024** and thereafter renewed for one (1) year periods from year to year unless on or before sixty (60) days prior to the expiration of the initial term, or any renewal term, either party hereto shall notify the other in writing that it elects to terminate this agreement at the end of the said period, subject however to earlier termination as hereinafter provided or in accordance with the Act.
- 3) The Manager hereby accepts such appointment and agrees to manage the property on behalf of the Corporation in a faithful, diligent and honest manner.
- 4) The Manager acknowledges that it is familiar with the terms of the Bylaws registered pursuant to the Act and the Rules and Regulations passed by the Board.

- 5) The Manager, in the performance of his duties hereunder, shall be responsible for the performance of all duties listed in Appendix 1 and be obligated only to execute the terms of the Agreement.
- 6) The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the Bylaws, except as specifically otherwise provided in this Agreement.
- 7) One Primary Individual, and one Secondary Individual, as designated by the Board and agreed upon by the Manager, shall be authorized to deal with the Manager on any matter relating to the management of the Corporation, and the Manager shall not be obligated to accept directions or instructions with regard to the management of the Corporation from any person other than Primary Individual. Should the Primary Individual become unable to fulfill the role, or should the Manager deem a new person is required, the Secondary Individual will fulfill the role.
- 8) The Manager may not engage any parent or subsidiary corporation, or any person, firm or corporations associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for which the Corporation will be charged, without the express prior written approval of the Board.
- 9) The Corporation shall pay the Manager for its services in accordance with Appendix 2 and 3.
- 10) Notwithstanding any other provisions hereof, this Agreement shall terminate upon any of the following events:
 - (a) the insolvency or bankruptcy of the Manager or the Manager taking steps to cease business operations;
 - (b) for cause, and in particular, without restricting the generality of the foregoing, if the Manager is insubordinate, reckless, or negligent in performing its duties under this agreement;
 - (c) this agreement may be terminated upon sixty (60) days written notice at the option of either party. If terminated by the Corporation prior to the expiration of the first anniversary of the Agreement, a fee equal to one-month's Management Fee shall be paid to the Manager as compensation for transition costs incurred, but not yet recovered.
- 11) All notices required, or permitted to be given hereunder shall be sufficiently given:
 - (a) to the Corporation if signed by or on behalf of the party so giving notice hereunder and delivered or, when there is no postal disruption, mailed by prepaid registered post to the Corporation at the address for service set out in the Contract or at such other address as the Corporation may from time to time designate by written notice pursuant hereto;
 - (b) to the Manager if signed by or on behalf of the party so giving notice hereunder and delivered or, when there is no postal disruption, mailed by prepaid registered post to Core Management Group Inc., 1250, 5555 Calgary Trail, Edmonton, AB, T6H 5P9 or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices mailed as aforesaid shall be deemed to have been received on the third business day next following the date of such mailing.

MANAGEMENT AGREEMENT

- 12) The Corporation and the Manager shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.
- 13) This Agreement, and the attached Appendices, contains the entire agreement between the parties and supersedes all prior written and oral agreements between the parties with respect to the subject matter hereof.
- 14) This Agreement shall be construed in accordance to its fair meaning as if no single party drafted it. This Agreement has been entered into and shall be construed, interpreted, and governed by the laws of the Province of Alberta.
- 15) No modification of this Agreement shall be effected unless set forth in writing and signed by both parties hereto.
- 16) The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.
- 17) This Agreement and every term, covenant and condition herein contained shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
- 18) The Manager shall not respond to rude, repetitive, defamatory, or otherwise unprofessional questions or rhetoric directed at the Manager or the Board. Such determination is at the sole discretion of the Manager.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective on the date written above.

CONDOMINIUM CORPORATION NO. 192 1617

Per: David Chio Vice President
Name and Title

Per: Joey Lau Board Director
Name and Title

CORE REAL ESTATE GROUP

Per: [Signature]

APPENDIX 1

THE MANAGER SHALL:

- (a) at the direction of, and on behalf of the Board, make reasonable efforts to enforce the terms of the Bylaws and Rules and Regulations of the Corporation, and any amendments hereto, which presently exist or which may hereafter be made and notified to the Manager in writing, and at all times in accordance with the Act, Regulations and Bylaws of the Corporation;
- (b) forthwith communicate to all owners any changes in or additions to the Bylaws or Rules and Regulations of the Corporation;
- (c) prepare and keep current the Corporation's records, from information supplied by the Board. The Manager will enter the information provided by the Board and the previous management company when setting up the owner, operational, and financial information for the Corporation. The Board understands that any reconciliation or investigations made to verify this information may be charged at the rates outlined in Appendix 3;
- (d) receive all moneys payable by the owners under the Bylaws and deposit same in the Corporation's bank account. Based on the Management Fee, the manager will maintain up to three bank accounts for the Corporation;
- (e) From the Corporation's bank accounts:
 - (i) make payments of all accounts for the property incurred by, or on behalf of, the Corporation. The Manager agrees to obtain Board direction for any non-emergency expenses over the pre-approved annual budgeted amount.
 - (ii) arrange and pay for insurance in accordance with the provisions of the Act, and the Corporation Bylaws in amounts directed by the Board
 - (iii) arrange and pay for Reserve Fund Studies in accordance with the provisions of the Act, and the Corporation Bylaws, in amounts directed by the Board
 - (iv) it is understood that the Manager will endeavour to process cheques based on a net 30-day turnaround time contingent on the Board's approval of the invoices as necessary.
- (f) direct the site personnel, and approved contractors, in repairing and maintaining parts of the common property which require repair and maintenance by the Corporation in accordance with the provisions of the Bylaws and without limiting the generality of the foregoing, such repair and maintenance shall include the keeping of the common property in a neat and tidy condition by the removal of litter there from, keeping all electrical wiring circuits, lighting fixtures and mechanical systems in the common elements in good working order and providing for the removal and disposal of garbage, but shall not include capital replacement projects as noted in Appendix 2 or projects where multiple contractors are required to be engaged to complete the work;
- (g) effect emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the property, or for the safety of the persons, or required to avoid suspension of any necessary service to the property, and to this end the Corporation hereby authorizes the Manager, its servants, agents or employees to enter any unit with, or without, the consent of the unit owner(s) to effect any such emergency repairs which, in the Manager's and Board's discretion are immediately necessary for the preservation of the property. The

Corporation agrees to indemnify and save harmless the Manager from any and all claims or actions of any nature or kind resulting either directly or indirectly as a consequence of said entry;

(h) the Manager shall, at the request of the Board:

(i) have one of its employees attend up to eleven (11), two (2) hour meetings of the Board in the first 12 months of the contract. Commencing January 1, 2025 the Manager shall have one of its employees attend up to six (6), two (2) hour meetings of the Board in addition to the Annual General Meeting per year. Meetings to take place virtually, or in person.

(ii) assist in convening the Annual General Meeting

(iii) attend additional Board meetings, or attend Board meetings for a period longer than 2 hours; however, these are subject to the availability of the Manager, and if undertaken, will be charged at a fee as set forth in Appendix 3

(iv) undertake additional responsibilities, tasks, and administrative or maintenance items, which are outside of the scope of this contract, or the approved Corporation budget for an additional fee. This includes but is not limited to: auditing of Corporation (or private) property such as fobs, parking stalls, intercoms, bikes, etc.; passing of special or ordinary resolutions; video monitoring or review; policy or Bylaw creation and review; liaising with legal counsel on issues outside of the Manager's regular AR collection process; and resolving disputes between or amongst owners and the Board. Should the Board not appoint an owner or representative to complete this work, and should the Manager agree to undertake this additional work, it may be subject to the hourly rates set forth in Appendix 3.

(v) obtain quotes for work that is in excess of \$5,000 and is outside of the approved annual budget. For budgeted items and work under \$5,000 the Manager will use the approved vendor to complete the work for the Corporation without obtaining additional quotes.

(i) make reasonable efforts to collect delinquent accounts, including those amounts payable by the owners under the Bylaws, and to refer such delinquent accounts to the Corporation's solicitor for collection as required and directed by the Board. The Board may elect to have the Manager undertake further collection efforts for an additional fee (which may be payable by the owner), and Caveats may be placed by the Manager upon approval by the Board at prevailing administrative rates;

(j) keep accurate accounts and records of the financial transactions involved in the management of the property; render to the Board the Manager's monthly financial report; and liaise with the approved auditor to complete the Corporation's annual audit. Any extraordinary accounting adjustments, specialized GL creation and tracking, requested departures from the Manager's regular processes, or significant additional changes or alterations to the Corporation's audit or annual statements may be accommodated on an hourly basis as per Appendix 3 if agreed to by the Manager;


(k) Communicate with owners as directed by the Board. Requests made by any resident or member of the Corporation which are considered outside of the Agreement will be directed to the Board for further action and execution.

(l) the Manager shall maintain the bank accounts, established for the Corporation, for the deposit of all moneys collected on behalf of the Corporation. The Manager shall

be entitled to withdraw and expend from the Corporation's bank accounts such amounts necessary to make the expenditures authorized under the terms of this Agreement and shall be entitled to withdraw management fees that become due and payable pursuant to the Appendices hereof.

- (m) advise and consult with the Board, at the prevailing rates as shown in Appendix 3, with respect to any further Bylaws, which at the direction of the Board, ought to be established or adjusted to further the harmonious and satisfactory operation of the property for the common benefit of the owners;
- (n) it is understood that the Manager does not employ professional services such as lawyers or engineers, other than such professionals as may be required to complete the Manager's accounting duties. The Corporation acknowledges that, should a third party professional service be required, the cost of such service is in addition to this contract.
- (o) Sixty (60) days prior to the beginning of each fiscal year during the term of this Agreement, the Manager shall furnish to the Board its estimated budget template for the ensuing year, setting forth by categories the Manager's best estimate of all expenses of the operation of the property for the ensuing year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric rates, and the costs of all repairs, renewals, maintenance and supervision of the property. It is understood that the Manager has authority to spend up to the budgeted amount in each category, to execute the work outlined in the budget, without further consultation or approval by the Board.
- (p) The Manager will at all times keep the Board and all owners advised of the business telephone number at which an agent of the Manager may be reached during normal business hours in respect of any infraction of the Bylaws and/or Rules and Regulations, or at any time during the day or night, of any emergency at the property.
- (q) The Manager will make arrangements to deal promptly with any emergency arising in connection with the maintenance and operation of the property, and if arising outside of normal business hours, the Manager will charge hourly, subject to a one-hour minimum, at the prevailing rates as specified in Appendix 3. The Manager shall deal in the first instance with emergencies and infractions and shall forthwith report to the Board any emergency situation. Other maintenance, operational, or administrative items will be dealt with as soon as practicable once all emergencies have been resolved. It is understood and agreed by the parties that the Manager shall, in its sole discretion, determine whether or not the situation is an emergency; emergencies generally are defined as fire, flood, and no heat.
- (r) employ the processes, procedures, accounts, reports, and templates (financial, maintenance, and other) that it deems necessary to fulfill the Agreement. Any alterations or deviations requested by the Board will be at the Manager's discretion and will be billed hourly as per the rates noted in Appendix 3.

As a duly authorized agent or Director of the Corporation, I acknowledge and agree to the terms and conditions set forth in Appendix 1.

Signed: 

Title: President

Date: September 7, 2023

Name: Vincent Wu

APPENDIX 2**THE CORPORATION SHALL:**

- (a) pay the Manager, monthly, in advance, for its managerial services hereunder a fee ("Management Fee") equal to the sum of \$2,485 per month (being the equivalent of \$31.06 per unit for 80 developed units), plus the applicable Goods and Service Tax, during the first year of the term of this Agreement. As owners take title to additional units, the Corporation shall pay the Manager the additional monthly equivalent (\$31.06 per month during the first year) per unit. In subsequent years, the monthly Management Fee will be established as part of the budget process. It is understood and agreed that such remuneration includes the cost of performing only those services outlined in Appendix 1. The Manager is not obligated to exceed the hourly equivalent based on the rates outlined in Appendix 3;
- (b) pay the Manager, for the coordination of any Capital Projects that are undertaken by the Corporation, an additional management fee based on the following value schedule:

Less than \$10,000	Included in base monthly fee
From \$10,001 - \$200,000	6%
From \$201,000 - \$500,000	5%
Greater than \$500,000	4%

Capital Projects are defined as any non-recurring repair, replacement, or addition of any capital component or building deficiency that would not otherwise be completed in the normal maintenance of the property. It is understood that all work completed with respect to the Capital Project is the responsibility of the contractor and the Board is encouraged to engage a quality control expert to oversee the work. Neither the Manager, nor Core Real Estate Group, will be held responsible or liable for the final product or to repair any resulting deficiencies. Core is not engaged to act as a Quality Control Professional.

For the additional fees charged to coordinate any Capital Projects, Core Real Estate Group will consult with, and provide guidance to, the board as follows:

1. help the Board to define the total scope of work for the project;
2. source out and engage, on approval by the Board, any third-party consultants that are necessary for the proper oversight and completion of the project;
3. identify various contractors and obtain (or work with the Board appointed engineer to obtain) a number of quotes for the Board's consideration to ensure competitive pricing for the entire project;
4. draft and deliver notices to advise the residents of the project;
5. organize and chair any special meetings (if required) to further advise the residents and answer initial questions and concerns;
6. work with the contractors to create and distribute a project timeline;
7. communicate regularly with any on-site maintenance staff (if present) and all chosen contractors to ensure that the project timeline is adhered to;
8. communicate consistently and effectively with residents to advise of any instructions to be carried out by the residents, the project start date, ongoing timelines and updates, and the proposed completion date;
9. complete site visits with consultants as required, to ensure timelines are met and all aspects of the project are being completed as per the schedule;
10. account for all invoices and properly track the expenditures and total costs of the project to align with the budgeted expenditures approved by the board. The Manager will utilize the tracking, budgeting, and presentation materials it deems

necessary, and are consistent with its regular processes, to properly account for the expenditures and costs related to the project;

11. arrange for appropriate consultants, as approved by the Board, to monitor the quality of the work being completed; and
12. work with the Corporation's legal counsel to advise on proper compliance with the Corporation's Bylaws and the Condominium Act;

- (c) pay the Manager for any Special Levy that is levied by the Corporation, an additional management fee equal to 0.5% of the total amount of the Special Levy when collected in one single payment by the owners; or a fee equal to 1% of the total amount of the Special Levy when alternate collection terms are established and required by the Board.

For the additional fees associated with our help to levy a Special Levy, Core Real Estate Group will consult with, and provide guidance to, the board as follows:

1. help to determine the proper funding model to secure the funds required for future projects;
2. provide various collection options if requested and help the Board determine the proper amount to assess;
3. provide a cash flow analysis to understand the impact of the assessment on the Corporation's financial position and the condo fees for the individual owners;
4. communicate to each owner the amount of the assessment and what it will be used for;
5. add the special assessment amount to each individual owner's ledger;
6. update any pre-authorized payment information to collect assessment payments;
7. organize and chair any special meetings to advise the residents of the requirement for the assessment and answer any questions that arise;
8. work with all owners to collect any outstanding amounts owed to the Corporation;
9. engage legal counsel, as directed by the Board, to collect any amounts that remain outstanding after an agreed upon timeframe; and
10. advise the Board for proper compliance with the Corporation's Bylaws and the Condominium Act;

- (d) Pay the Manager for any loan that is secured by the Corporation, an additional administration fee equal to 1.75% of the total amount of the loan.

For the additional fees associated with our administration of the loan for the Corporation, Core Real Estate Group will consult with, and provide guidance to, the board as follows:

1. help the Board to determine the proper funding model to secure the funds required for future projects;
2. work with legal counsel to ensure proper compliance with the Corporation's Bylaws and the Condominium Act;
3. Facilitate required documentation to administer the loan;
4. provide a cash flow analysis to understand the impact of the loan on the Corporation's financial position and the condo fees for the individual owners;
5. communicate to each owner the amount of the loan and what it will be used for;
6. adjust the Corporation's budget and financial statements to reflect the loan repayment;
7. update any pre-authorized payment information to collect loan payments (if required);
8. organize and chair any special meetings to advise the residents of the requirement for the loan and answer any questions that arise (if required);
9. work with all owners to collect any outstanding amounts owed to the Corporation; and

10. engage legal counsel, at the Board's discretion, to collect any amounts that remain outstanding after an agreed upon time frame;
- (e) pay the Manager, for the management to repair any damages resulting from the use or occupancy of the property or units, an additional management fee based on the following schedule:


Less than \$10,000	Included in base monthly fee
From \$10,001 - \$200,000	6%
From \$201,000 - \$500,000	5%
Greater than \$500,000	4%

This work includes all aspects of the repair, as well as the claims process should the work result in submission of an insurance claim, including:

1. dispatching appropriate contractors to respond to the initial emergency;
 2. managing the emergency repair work;
 3. coordinating owner information for those affected;
 4. submitting the claim to the Corporation's insurer;
 5. meeting with the contractors and/or claims adjusters;
 6. notifying residents of the total scope of work;
 7. managing the restoration work;
 8. tracking the expenditures, and receipt of insurer funds as necessary, to ensure proper payments are made; and
 9. charging back any amounts available under the Corporation's Bylaws, and applicable Regulations, to any owner who may be responsible for the damage.
- (f) reimburse the Manager for all costs relating to the employment of on-site staff, including, but not limited to benefits, payroll processing fees, all termination expenses, WCB payments, government remittances, as well as all other expenses attributable to overhead. Further, the Corporation will pay to the Manager an administrative fee equal to \$115 per Corporation employee, per pay period, to administer HR and payroll functions;
- (g) reimburse the Manager promptly for any moneys and administrative costs which the Manager may elect to advance for the account of the Corporation provided that nothing herein contained shall be construed to oblige the Manager to make any such advances;
- (h) except in the case of gross misconduct on the part of the Manager, its servants or agents, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries, physical or financial, to persons or property in or about or in any way connected with the property, the management of the property, actions resulting from information supplied by the Manager, or decisions made by the Board of Directors, in good faith or otherwise, and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof, provided that nothing contained in this subparagraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained;
- (i) deliver to the Manager copies of all Bylaws and Rules and Regulations made by the Corporation or the Owners. The Manager will take all steps within their authority to enforce the Bylaws. Should the Board wish to further pursue Bylaw infractions or Board decisions being disputed by owners or residents, the Board will communicate directly with the affected party to ensure the Board's decisions are being conveyed directly to the owner/resident;

- (j) pay to the Manager a fee equal to one-half of one month's salary for any search, interview, and hiring efforts provided by the Manager that result in the employment of any individual who works exclusively for the Corporation;
- (k) pay the Manager for any direct and administrative expenses incurred to carry out the business of the Corporation in adherence to this contract including, but is not limited to those outlined below. Further, any purchases made by the Manager, on behalf of the Corporation and directed by the Board, will be reimbursed to the manager including a surcharge of 5% of the cost of the purchase;
 - Postage – Charged back at cost
 - Land Titles – Charged at \$30 per title (includes the cost of the title, reconciling the information on file, updating the Corporation's records, updating the owner information as required, and invoicing or notifying the owner of any charges if necessary)
 - Mailouts – Bulk mailouts are charged at \$3.50 per document. For documents over 5 pages in length, there is an additional charge of \$0.35 per copy page.
 - Email service is included in the monthly contract price with no additional charge.
 - Includes: Compiling documents, sorting, assembling, stuffing, labeling, envelopes, and paper.
- (l) do all things necessary to provide the Manager with accurate accounting information at the transition date so that the Manager can produce accurate financials for the Corporation. This includes, but is not limited to, an accurate listing of AR, AP, security deposits, reserve expenses, and an opening trial balance.
- (m) always undertake to communicate with the Manager in a respectful manner and within regular business hours – this includes all board member, resident, and owner communication. It is understood that the Manager is available afterhours only for emergency items, and that it is not expected the Manager will conduct general Corporation business outside of regular business hours. Should any member of the Corporation insist on communicating with the Manager outside of regular business hours, the Manager may charge an hourly fee as set out in Appendix 3.
- (n) acknowledge that the Corporation directs the Manager to execute on behalf of the Corporation and as such, any and all decisions made by the Corporation, are solely those of the Corporation, not the Manager.
- (o) approve financial statements and invoices by the 10th day of the following month they are presented for approval. Any late payment charges, builder's liens, litigation or other impediments to the Corporation as a result of delay in payment shall not be the responsibility of the Manager. Minutes are to be approved within 30 days following the meeting.
- (p) for all non-essential maintenance or administrative services, supplied by the Manager, that become necessary, or are requested by the Board, due to owner, resident, or Board neglect or negligence, compensate the Manager on an hourly basis as per the rates noted in Appendix 3 for the time spent dealing with such matters.

As a duly authorized agent or Director of the Corporation, I acknowledge and agree to the terms and conditions set forth in Appendix 2.

Signed:  Title: President Date: September 7, 2023
 Name: Vincent Wu

APPENDIX 3


CHARGEABLE HOURLY RATES:

For services outlined in the Agreement and Appendices which are specified as an hourly charge the following rates shall apply:

Principal	\$225.00
Senior Property Manager	\$185.00
Property Manager	\$155.00
Property Assistant	\$115.00
Corporate Account	\$165.00
General Accounting Staff	\$115.00

Emergency overtime charges outside of normal business hours are charged at 1.5 times the applicable rate with a one-hour minimum charge.

As a duly authorized agent or Director of the Corporation, I acknowledge and agree to the terms and conditions set forth in Appendix 3.

Signed:  Title: President Date: September 7, 2023
Name: Vincent Wu

SECTION 4: OTHER DOCUMENTS



Multi-Family Warranty Insurance Coverage in Alberta

The Alberta New Home Warranty Program Group is Alberta's leading provider of new home warranty, helping homeowners feel safe, happy and secure when it comes to building, buying and owning a new home.

We're partnered with the very best homebuilding companies across the province, and are here to help you keep your home running smoothly. Your builder has partnered with us to provide third-party new home warranty insurance coverage through our insurance underwriter, The New Home Warranty Insurance (Canada) Corporation.

What is new home warranty insurance?

New home warranty is an insurance protection product that protects your home from material, labour and structural defects that might arise after the commencement of warranty. The warranty stays with the home, whether you are the original owner or subsequent buyer.

Is home warranty insurance mandatory?

Yes — Alberta's *New Home Buyer Protection Act* stipulates that all new homes must include warranty insurance coverage of one year for materials and labour, two years for delivery and distribution systems, five years for building envelope and 10 years for major structural defects.



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Warranty Coverage Benefits for Homeowners

- ✓ Confidence knowing your homebuilder is one of Alberta's best.
- ✓ Comfort knowing your new home purchase is protected by a professional, reputable and enduring new home warranty provider.
- ✓ Free online resources to help you care and maintain your home, manage surface water, and more!
- ✓ Secure Homeowner Portal to access your policies, information and resources, and to file a claim.
- ✓ A live person available to assist you by phone or email to answer your questions.
- ✓ Alternative resolution options such as mediation, a practical hands-on approach to resolving issues.
- ✓ Assurance that your homebuilder has undergone mandatory, industry-specific education through the Professional Home Builder's Institute to ensure competency, performance, training and service.

Warranty Insurance Coverage Details

Coverage Prior to Possession

OPTIONAL *Condominium Deposit Protection Insurance:* Purchaser deposits are insured for the amount of all deposit monies received by the homebuilder, and is project specific to a maximum of \$50,000 per unit, to a maximum of \$1,500,000 per building*. This means that in the event of default by a homebuilder, the purchaser's investment is covered from payment of initial deposit under the purchase agreement and expires upon unit commencement of warranty.

**Please confirm amount with your homebuilder.*

Unit Coverage

1 YEAR *Materials and Labour:* Coverage for defects in materials and labour which include items such as flooring, paint and trim within the unit.

2 YEAR *Delivery and Distribution Systems:* Coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems within the unit.

Common Property Coverage

1 YEAR *Materials and Labour:* Coverage for defects in materials and labour in the common property.

2 YEAR *Delivery and Distribution Systems:* Coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems.

5 YEAR *Building Envelope:* Coverage for defects in the building envelope.

OPTIONAL *Additional Building Envelope:* Coverage for defects in the building envelope for an additional two years.
Only the homebuilder may opt for this coverage, at the time of project application.

10 YEAR *Structural:* Coverage for structural defects such as frame and foundation.

For additional details regarding warranty coverage and/or coverage limits, please refer to the home's Home Warranty Insurance Policy, or contact us.



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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.

SAMPLE

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;

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- (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

(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
-------------------	-------------

SAMPLE

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

**BELLE RIVE LANDING TOWNHOMES
Edmonton, Alberta**

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

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

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

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

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

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

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



FIRST PLACE PROGRAM

CONSENT FORM

TO: The City of Edmonton (the City)

FROM: _____ (the Buyer(s))

Please print name of Buyer(s)

The Buyer(s) is/are participating in the City's First Place Program. The City wishes to have the consent of the Buyer(s) to the use of photographic or video images of the Buyer(s) in promoting the First Place Program, and the participation of the Buyer(s) in a survey and evaluation of the First Place Program.

Therefore, in consideration of participating in the First Place Program and the benefits derived by the Buyer(s) from the First Place Program, the Buyer(s) agree(s) as follows:

1. The Buyer(s) hereby consent(s) to the use of the Buyer(s) name and photographic or video image by the City in conjunction with the promotion of the First Place Program. The City may use the Buyer(s) image in conjunction with other images, text or graphics as the City may determine.
2. The Buyer(s) shall participate in an evaluation of and survey for the First Place Program subsequent to taking ownership of their new home.

DATED the ____ day of _____, 20 ____.

WITNESS

BUYER

WITNESS

BUYER

**STATUTORY DECLARATION FOR
PARTICIPATION IN THE FIRST PLACE PROGRAM**

CANADA
PROVINCE OF ALBERTA
TO WIT

I/we, _____

(Please print)

of _____
(street address) (postal code)

in the _____, in the Province of _____, do solemnly declare and say:

1. Neither I/we, have ever owned a home in Alberta.
2. I/we am a/are Canadian citizen (s) or have permanent resident status.
3. The Applicant (s),
 - a) have a base household gross income less than \$117,000.00 per year; and,
 - b) have a net personal worth less than \$25,000.00, excluding a primary vehicle, RRSP and the down payment provided for the condominium unit.
4. I/we acknowledge that I/we have been advised to seek independent legal advice regarding participation in the First Place Program

I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the City of _____)
in the Province of _____)
this _____ day of _____, 20 _____)
_____)

A Commissioner for Oaths at and for the
Province of Alberta
Commissioner Expires: _____

DECLARED BEFORE ME at the City of _____)
in the Province of _____)
this _____ day of _____, 20 _____)
_____)

A Commissioner for Oaths at and for the
Province of Alberta
Commissioner Expires: _____

This personal information is being collected under the authority of Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be used for the administration purposes and for the evaluation of the First Place – An Edmonton Home Ownership Program. If you have any questions about the collection and/or protection of the personal information under FOIP, contact the Project Manager at 780-496-6555.

Agreement for Buyer with Cosigner

THIS AGREEMENT MADE THE ____ DAY OF _____, 20__

BETWEEN:

The City of Edmonton

-and-

(the "Buyer")

-and-

(the "Cosigner")

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:
AGREEMENT WITH THE FIRST-TIME HOMEBUYER/COSIGNER**

WHEREAS:

- A. The City has created the Program;
- B. The Buyer wishes to participate in the Program in accordance with the terms and conditions of this Agreement, and purchase the Unit from the Builder; and,
- C. The Cosigner wishes to co-sign the Buyer's mortgage and as a registered owner of the Unit, has agreed to be bound by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, the City, Cosigner and the Buyer agree as follows:

1. **Definitions**

In this Agreement:

- (a) “Builder” means Rohit Communities Belle Rive Ltd.;
- (b) “Buyer” means the first-time homebuyer, or collectively for more than one person, first-time homebuyers, named in this Agreement, qualified and approved by the City pursuant to the Program;
- (c) “Buyer’s Share of the Land Value” means the sum of **Twenty Eight Thousand Three Hundred and Sixteen plus 17/100 (\$28,316.17) Dollars**, (exclusive of GST);
- (d) “City” means The City of Edmonton;
- (e) “Cosigner” means the Buyer’s mortgage co-signer, or collectively for more than one person, co-signers, named in this Agreement;
- (f) “Development” means a multi-family condominium development constructed by the Builder and located in the Belle Rive neighbourhood.
- (g) “Program” means First Place – An Edmonton Home Ownership Program, developed by the City to provide for the sale to first-time homebuyers of the units within the Development;
- (h) “Sales Taxes” means any sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes such tax and irrespective of whether such tax is created or modified after the payment to the City of the Buyer’s Share of the Land Value;
- (i) “Schedules” means the schedules attached to this Agreement and described in section 2 of this Agreement; and,
- (j) “Unit” means the individual condominium unit contained within the Development that the Buyer has agreed in writing to purchase from the Builder.

2. **Schedules**

The following Schedules are attached to and form part of this Agreement:

- (a) Schedule “A” – Restrictive Covenant Agreement
- (b) Schedule “B” – Buy Back Option Agreement

3. **Buyer's Promises to the City**

By signing this Agreement and participating in the Program, the Buyer and the Cosigner hereby agree with the City as follows:

- (a) the City is the unpaid vendor of the land on which the Development has been constructed;
- (b) the Buyer and the Cosigner shall be liable to the City and hereby assume responsibility for the Buyer's Share of the Land Value as of the date that the Buyer and the Cosigner become the registered owner of the Unit;
- (c) the City may file a caveat as an unpaid vendor of land against the title to the Unit for the Buyer's Share of the Land Value;
- (d) the Buyer and the Cosigner shall, on the fifth (5th) anniversary of the Buyer and the Cosigner becoming the registered owners of the Unit, pay in full the Buyer's Share of the Land Value to the City;
- (e) all overdue payment of monies payable by the Buyer under this agreement shall be charged interest at the rate of eighteen percent (18%) per annum;
- (f) the Buyer shall be resident in and full-time occupant of the Unit during the term of this Agreement;
- (g) the Buyer and the Cosigner shall ensure that the Buyer's Share of the Land Value is paid to the City directly by the Buyer's lender (if the Buyer is borrowing the sum) and shall sign a written, irrevocable direction to pay, directing the Buyer's lender accordingly;
- (h) the Buyer and the Cosigner shall advise the City in writing if the Buyer is noted in default of the Buyer's mortgage financing by the Buyer's lender;
- (i) the Buyer and the Cosigner have read and understood the Restrictive Covenant Agreement that is attached to this Agreement as Schedule "A" and shall be registered on title to the Unit after registration of the condominium plan, and agrees to be bound by the promises contained in it; and
- (j) the Buyer and the Cosigner shall sign the Buy-Back Option Agreement that is attached as Schedule "B" to this Agreement with the City at the same time as this Agreement is signed, and the City shall file the Buy Back Option Agreement against the title to the Unit.

4. Conclusion of this Agreement

If the Buyer is not in default of its promises to the City in this Agreement or the promises made in the instruments registered on title to the Unit by the City under this Agreement, and has paid the Buyer's Share of the Land Value to the City in accordance with this Agreement, the City shall discharge or cause to be discharged from the title to the Unit:

- (a) the unpaid vendor's lien caveat in favour of the City for the Buyer's Share of the Land Value;
- (b) the Buy Back Option Agreement; and,
- (c) the Restrictive Covenant Agreement,

5. Buyer's Release of the City

The Buyer and the Cosigner acknowledge and agree that as the Builder has constructed the Development for sale to the Buyers, the City shall not be liable to the Buyer or the Cosigner for any claims, actions or demands arising from or related to the construction and sale of the Development to the Buyer and the Cosigner by the Builder. Without limiting the generality of the foregoing, the Buyer and the Cosigner agree that the City shall not be liable to the Buyer or the Cosigner as a "developer" under the *Condominium Property Act* R.S.A. 2000 Ch. C-22 and the Buyer and the Cosigner hereby release the City from any claim the Buyer or the Cosigner may have now or in the future, in this regard.

6. General

- (a) The City does not enter into this Agreement in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the **Municipal Government Act**, R.S.A. 2000 c. M-26 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- (b) Notwithstanding any provision to the contrary in this Agreement, it is expressly agreed to by the Buyer and the Cosigner that all Sales Taxes which may be charged, levied or assessed as a result of the Buyer's payment of the Buyer's Share of the Land Value shall be paid by the Buyer.

- (c) This Agreement shall not be assigned without consent of the City, which consent may be unreasonably withheld, and only upon arrangements, satisfactory to the City, made with the assignee.
- (d) This Agreement shall ensure to the benefit of the parties hereto and their permitted successors and assigns.
- (e) The parties hereto acknowledge and agree that this Agreement and all Schedules attached hereto contain the entire agreement between the parties and that no condition precedent, representation or warranty whatsoever, except as expressly set forth herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

APPROVED:

THE CITY OF EDMONTON, as
Represented by the Director of
Enterprise Land Development of
Real Estate, Financial and Corporate
Services

AS TO CONTENT: _____

Per: _____
REBECCA ANDERSON (Seal)

WITNESS

WITNESS

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME)
 at the City of Edmonton)
 in the Province of Alberta)
 this day of ,)
 20)

 SIGNATURE OF WITNESS

 A Commissioner for Oaths
 in and for the Province of
 Alberta
 Commission expires

Agreement for Buyer without Cosigner

THIS AGREEMENT MADE THE ____ DAY OF _____, 20

BETWEEN:

The City of Edmonton

-and-

The "Buyer"

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:
AGREEMENT WITH THE FIRST-TIME HOMEBUYER**

WHEREAS:

- A. The City has created the Program; and,
- B. The Buyer wishes to participate in the Program in accordance with the terms and conditions of this Agreement, and purchase the Unit from the Builder.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, the City and the Buyer agree as follows:

1. **Definitions**

In this Agreement:

- (a) "Builder" means Rohit Communities Belle Rive Ltd.;
- (b) "Buyer" means the first-time homebuyer, or collectively for more than one person, first-time homebuyers, named in this Agreement, qualified and approved by the City pursuant to the Program;
- (c) "Buyer's Share of the Land Value" means the sum of **Twenty Eight Thousand Three Hundred and Sixteen plus 17/100 (\$28,316.17) Dollars**, (exclusive of GST);
- (d) "City" means The City of Edmonton;
- (e) "Development" means a multi-family condominium development constructed by the Builder and located in the Belle Rive neighbourhood.
- (f) "Program" means First Place – An Edmonton Home Ownership Program, developed by the City to provide for the sale to first-time homebuyers of the units within the Development;
- (g) "Sales Taxes" means any sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes such tax and irrespective of whether such tax is created or modified after the payment to the City of the Buyer's Share of the Land Value;
- (h) "Schedules" means the schedules attached to this Agreement and described in section 2 of this Agreement; and,
- (i) "Unit" means the individual condominium unit contained within the Development that the Buyer has agreed in writing to purchase from the Builder.

2. Schedules

The following Schedules are attached to and form part of this Agreement:

- (a) Schedule "A" – Restrictive Covenant Agreement
- (b) Schedule "B" – Buy Back Option Agreement

3. Buyer's Promises to the City

By signing this Agreement and participating in the Program, the Buyer hereby agrees with the City as follows:

- (a) the City is the unpaid vendor of the land on which the Development has been constructed;
- (b) the Buyer shall be liable to the City and hereby assumes sole responsibility for the Buyer's Share of the Land Value as of the date that the Buyer becomes the registered owner of the Unit;
- (c) the City may file a caveat as an unpaid vendor of land against the title to the Unit for the Buyer's Share of the Land Value;
- (d) the Buyer shall, on the fifth (5th) anniversary of the Buyer becoming the registered owner of the Unit, pay in full the Buyer's Share of the Land Value to the City;
- (e) all overdue payment of monies payable by the Buyer under this agreement shall be charged interest at the rate of eighteen percent (18%) per annum;
- (f) the Buyer shall be resident in and full-time occupant of the Unit during the term of this Agreement;
- (g) the Buyer shall ensure that the Buyer's Share of the Land Value is paid to the City directly by the Buyer's lender (if the Buyer is borrowing the sum) and shall sign a written, irrevocable direction to pay, directing the Buyer's lender accordingly;
- (h) the Buyer shall advise the City in writing if the Buyer is noted in default of the Buyer's mortgage financing by the Buyer's lender;
- (i) the Buyer has read and understood the Restrictive Covenant Agreement that is attached to this Agreement as Schedule "A" and shall be registered on title to the Unit after registration of the condominium plan, and agrees to be bound by the promises contained in it; and
- (j) the Buyer shall sign the Buy-Back Option Agreement that is attached as Schedule "B" to this Agreement with the City at the same time as this Agreement is signed, and the City shall file the Buy Back Option Agreement against the title to the Unit.

4. **Conclusion of this Agreement**

If the Buyer is not in default of its promises to the City in this Agreement or the promises made in the instruments registered on title to the Unit by the City under this Agreement, and has paid the Buyer's Share of the Land Value to the City in accordance with this Agreement, the City shall discharge or cause to be discharged from the title to the Unit:

- (a) the unpaid vendor's lien caveat in favour of the City for the Buyer's Share of the Land Value;
- (b) the Buy Back Option Agreement; and,
- (c) the Restrictive Covenant Agreement,

5. **Buyer's Release of the City**

The Buyer acknowledges and agrees that as the Builder has constructed the Development for sale to the Buyers, the City shall not be liable to the Buyer for any claims, actions or demands arising from or related to the construction and sale of the Development to the Buyer by the Builder. Without limiting the generality of the foregoing, the Buyer agrees that the City shall not be liable to the Buyer as a "developer" under the *Condominium Property Act* R.S.A. 2000 Ch. C-22 and the Buyer hereby releases the City from any claim the Buyer may have now or in the future, in this regard.

6. **General**

- (a) The City does not enter into this Agreement in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the **Municipal Government Act**, R.S.A. 2000 c. M-26 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

- (b) Notwithstanding any provision to the contrary in this Agreement, it is expressly

agreed to by the Buyer that all Sales Taxes which may be charged, levied or assessed as a result of the Buyer's payment of the Buyer's Share of the Land Value shall be paid by the Buyer.

- (c) This Agreement shall not be assigned without consent of the City, which consent may be unreasonably withheld, and only upon arrangements, satisfactory to the City, made with the assignee.
- (d) This Agreement shall ensure to the benefit of the parties hereto and their permitted successors and assigns.
- (e) The parties hereto acknowledge and agree that this Agreement and all Schedules attached hereto contain the entire agreement between the parties and that no condition precedent, representation or warranty whatsoever, except as expressly set forth herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

APPROVED:

THE CITY OF EDMONTON, as
Represented by the Director of
Enterprise Land Development of
Real estate, Financial and Corporate
Services

AS TO CONTENT: _____

Per: _____
REBECCA ANDERSON (Seal)

WITNESS

WITNESS

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME)
at the City of Edmonton)
in the Province of Alberta)
this day of ,)
20)

SIGNATURE OF WITNESS

A Commissioner for Oaths
in and for the Province of
Alberta
Commission expires

THIS OPTION AGREEMENT made this day of , 20 between:

THE CITY OF EDMONTON
(the "City")

- and -

(the "Buyer")

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:
BUY BACK OPTION AGREEMENT**

WHEREAS the Buyer is, or is entitled to become, the registered owner of the Unit.

AND WHEREAS the Buyer has entered into the Buyer's Agreement with the City pursuant to the Program.

AND WHEREAS the Buyer is prepared to grant to the City an option to purchase the Unit in accordance with the terms and conditions as hereinafter stated.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the City to the Buyer, the receipt of which is hereby acknowledged by the Buyer, and in consideration of the mutual promises in the Buyer's Agreement, the Buyer hereby grants to the City an irrevocable option to purchase the Unit, in accordance with the following terms and conditions:

1. In this Agreement:

- (a) "Buyer" means the first-time homebuyer (and their mortgage co-signer(s), if applicable), or collectively for more than one person, first-time homebuyers, named in this Agreement;
- (b) "Buyer's Agreement" means that agreement in writing between the City and the Buyer dated the day of , 20 made pursuant to the Program;
- (c) "Buyer's Share of the Land Value" has the same meaning as in the Buyer's Agreement, being the sum of **Twenty Eight Thousand Three Hundred and Sixteen plus 17/100 (\$28,316.17) Dollars**, (exclusive of GST);
- (d) "City" means The City of Edmonton;
- (e) "Land Percentage of the Total Unit Value" means the percentage arrived at by the following formula

Buyer's Share of the Land Value
(Sale Price of the Unit + Buyer's Share of the Land Value)

- (f) "Market Value of the Unit" means the value of the Unit to be established at the time this option is exercised by an independent appraisal of the value of the Unit, commissioned by the City, at the City's cost, which value shall be final and binding;
- (g) "Program" means First Place – An Edmonton Home Ownership Program, developed by the City providing an opportunity to first-time homebuyers to acquire their first home;
- (h) "Purchase Price" shall mean the lesser of either:
 - (i) the Market Value of the Unit less a sum equal to the Market Value of the Unit multiplied by the Land Percentage of the Total Unit Value; or
 - (ii) the Market Value of the Unit less the Buyer's Share of the Land Value.
- (i) "Sale Price of the Unit" means the sale price initially paid by the Buyer for the Unit, exclusive of sales taxes and the Buyer's Share of the Land Value;
- (j) "Unit" means the individual condominium unit owned by the Buyer, on the title of which this Option Agreement is registered.

2. The option granted in this Agreement may be exercised by the City, in its sole and unfettered discretion:

- (a) if the Buyer is in default of the Buyer's obligations under the Buyer's Agreement;
- (b) if the Buyer is to dispose of the Unit prior to the expiry of the Buyer's Agreement; or
- (c) if the Buyer is in default with the mortgage lender for the mortgage or mortgages registered on the title to the Unit.

The option is exercisable by the City in the event of the happening of any of the events as set forth in this section 2, whereby, the City shall serve on the Buyer a Ten (10) days notice in the manner provided for in this Agreement notifying the Buyer of the City's intent to exercise the option as provided for in this Agreement. The City, or the City's agents, shall have the right to enter the Unit, upon 48 hours notice to the Buyer, for the purposes of appraisal of the Market Value of the Unit and an inspection of the Unit, during the notice period specified in this section 2.

3. Upon the option being exercised, and subject to the City being satisfied with the appraisal and inspection of the Unit, the following shall be the terms of the agreement of purchase and sale for the Unit:

- (a) The Closing Date shall be sixty (60) days after the expiry of the notice period described section 2.

- (b) The Purchase Price and any adjustments for taxes, rent or any outgoings shall be paid and adjusted on or before 12:00 noon on the Closing Date.
- (c) On or before the Closing Date, the Buyer shall discharge any liens, charges, instruments, mortgages or other encumbrances that the Buyer has caused to be registered against the title to the Unit. Provided however, that the Buyer shall not be obligated to discharge any such liens, charges, instruments, mortgages or other encumbrances if the City shall have deducted, in the manner provided for in section 4, from the Purchase Price as payable by the Buyer pursuant to this Agreement the appropriate total sums necessary to discharge any such liens, charges, instruments, mortgages or other encumbrances.
- (d) The Buyer shall provide a transfer of title for the Unit to the City in a reasonable period prior to the Closing Date to permit the City the opportunity to register the title to the Unit in the City's name on or before the Closing Date. Preparation of such transfer shall be at the Buyer's expense, and registration of the transfer at the City's expense.
- (e) Possession of the Unit shall be given to the City on the Closing Date.

4. The City shall pay the Purchase Price to the Buyer for the Unit on the Closing Date and upon registration of the title to the Unit in the City's name, less the following sums, as applicable:

- (a) Any and all sums owed on a mortgage or mortgages registered against the title to the Unit; and
- (b) Any and all sums necessary to discharge all liens, charges, instruments and encumbrances registered against the title to the Unit, except for those registered or caused to be registered by the City.

5. The City shall be at liberty to register a caveat against the title to the Unit to protect the rights granted to it pursuant to this Agreement.

6. Any notices that may be necessary to be sent to the Buyer shall be mailed, telecopied or delivered to the Unit at the Unit's municipal address, and in the case of the City, by mailing, telecopying or delivering any notices to the following address:

Financial and Corporate Services
Real Estate
Attention: Director, Civic Property Services
10th Floor, Edmonton Tower
10111 - 104 Avenue NW
Edmonton, Alberta T5J 0J4

Facsimile: 780-496-6577

7. The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Buyer.

8. TIME IS TO BE CONSIDERED OF THE ESSENCE OF THIS AGREEMENT and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

APPROVED:

THE CITY OF EDMONTON, as
Represented by the Director of Enterprise Land
Development, Real Estate, Financial and Corporate
Services

AS TO CONTENT: _____

Per: _____
REBECCA ANDERSON (Seal)

WITNESS

BUYER

WITNESS

BUYER

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see
named in the within instrument who personally known to me to be the persons named
therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I
am the subscribing witness thereto;

3. THAT I know the said and
in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME)
at the City of Edmonton)
in the Province of Alberta)
this day of ,)
20)
)
)
)
)
)
)

SIGNATURE OF WITNESS

A Commissioner for Oaths
in and for the Province of
Alberta
Commission expires

SCHEDULE "A"

THIS RESTRICTIVE COVENANT is made the 15 day of Aug. 2018.

BETWEEN:

THE CITY OF EDMONTON
(hereinafter called the "City")

- and -

ROHIT COMMUNITIES BELLE RIVE LTD.
(hereinafter called the "Company")

WHEREAS

A. The Company is entitled to become the registered owner of land in the City of Edmonton, legally described as:

PLAN 172 3074
BLOCK 118
LOT A
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter called "the Servient Land")

B. The City is the owner of the land in the City of Edmonton described as:

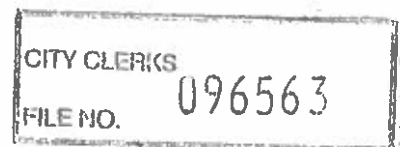
PLAN 172 3074
BLOCK 118
LOT 1MR

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter called "the Dominant Land")

C. The City and the Company entered into an agreement dated the 1 day of August, 2018 (hereinafter referred to as the "Land Sale Agreement"), whereby the City agreed with the Company to transfer to the Company the Servient Land and the Company agreed to develop the Servient Land and sell the condominium units to buyers qualified by the City pursuant to the City's program for first-time homebuyers (a "First-time Homebuyer");

D. Pursuant to section 651.1 of the **Municipal Government Act**, R.S.A. 2000 Ch. M-26, as amended, a municipality may register a caveat in respect of any restrictive covenant granted by the registered owner of a parcel of land to the municipality for the benefit of land that



is under the direction, control and management of the municipality whether or not the municipality has been issued a certificate of title to that land; and

E. Pursuant to the Land Sale Agreement, the Company agreed with the City to grant the within restrictive covenants to the City, on the terms and conditions hereinafter set forth, such restrictive covenants to be imposed against and to burden the Servient Land.

1. NOW THEREFORE for the benefit and protection of the Dominant Land or any parts thereof, and in consideration of the transfer of the Servient Land by the City to the Company pursuant to the Land Sale Agreement, and in further consideration of the sum of One Dollar (\$1.00) paid by the City to the Company, (the receipt whereof is hereby acknowledged by the Company) the Company, on behalf of itself, its successors and assigns, hereby covenants with the City, its successors and assigns, to the intent that the burden of the restrictive covenants hereinafter set forth may run with and bind the Servient Land and every part thereof, to the further intent that the benefit thereof may be annexed to and run with the Dominant Land and every part thereof, to observe and perform the following restrictive covenants:

- a) Not to construct or place or permit or cause to be constructed or placed on the Servient Lands any building, structure or improvement of any kind (hereinafter called the Improvements"), unless the Improvements shall be constructed or placed on the Servient Lands in accordance with the Land Sale Agreement; and
- b) Not to sell or convey or otherwise dispose of the Servient Land, or any part thereof, or any Improvement or any part thereof, to any person except for a First-time Homebuyer. For greater clarity, the foregoing is not intended to restrict the ownership of common property by a condominium corporation.

2. This deed and the covenants herein set forth are hereby expressly annexed to the Dominant Lands.

3. This deed shall enure to the benefit of and be binding upon the Company and the City and their respective administrators, successors and assigns.

4. The Company acknowledges that the covenants herein contained are expressly intended to prevent disposition or use of any of the Servient Land or any part thereof, except in conformity with restrictive covenants contained herein.

5. Neither the granting of time by the City to the Company or any other owner for the time being of any of the Servient Land to remedy any breach of the aforesaid restrictive covenants, nor the fact of the City failing to take action upon any breach by the Company or any owner of the Servient Land, of any of the aforesaid restrictive covenants, shall operate as a waiver or otherwise estop the City from taking action thereafter against the Company or any owner of the Servient Land, to enforce these presents, and any breach by the Company or any owner of the Servient Land, of any of the aforesaid restrictive covenants shall be deemed to be a continuing

breach which may be restrained, enjoined or otherwise remedied by appropriate proceedings by the City.

6. Each covenant herein contained shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, shall extend to, be binding upon and enure to the benefit of the successors and assigns of the Company (including, for greater clarity, a First-time Homebuyer), and of the successors and assigns of the City. The Company agrees that the City shall have the right to protect its rights under this Restrictive Covenant by registering a caveat pursuant to 651.1 of the **Municipal Government Act**, R.S.A. 2000 Ch. M-26, as amended, against the title to the Servient Land, in order to inform any person dealing with the Servient Land of the nature and extent of the restrictive covenants as granted pursuant to this Restrictive Covenant and in order to secure the performance of the restrictive covenants contained herein.

7. If any of the covenants herein contained shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such covenant shall be severed from the rest of the covenants herein contained and such severance shall not prejudicially affect the enforceability of the remaining covenants in accordance with the intent of these presents.

IN WITNESS WHEREOF the Company and the City have executed these presents the date and year first above written.

APPROVED:

THE CITY OF EDMONTON, as
Represented by the Acting Director of
Property Sales and Acquisition, Real Estate,
Financial and Corporate Services

AS TO FORM: Kimberly D. Thurston

KIMBERLY D. THURSTON
Barrister & Solicitor

AS TO CONTENT: Y. J. Chel

Per: Andrew Perry

Andrew Perry

(Seal)

ROHIT COMMUNITIES BELLE RIVE
LTD. as
Represented by President, CFO
Rohit Communities Inc.

Per: Rohit Communities Inc.

(Seal)

M-360ma

SALES OFFER COVER SHEET

DATE: _____

PROJECT NAME: _____

ADDRESS: _____

LEGAL DESCRIPTION: _____

UNIT #: _____

MODEL: _____

JOB NO: _____

CUSTOMER NAME: _____

Included in this package:

Copy of Builder's Purchase Agreement with purchaser Modifications and/or extra without GST *”Addendum” Attached hereto and forming part of this agreement	
Copy of Mortgage Approval	
Original Statutory Declaration for participation in the First Place Program	
Original copy of First Place Program Consent Form	
Four original copies of the First Place Agreement with the First Time Home Buyer	
Four copies of the Restrictive Covenant (Schedule A)	
Four original copies of the First Place Buy Back Option Agreement (Schedule B)	
Comments:	

Builder Stamp

SECTION 5: BUDGET

Belle Rive Landing Townhomes 192 1617

Monthly and Annual Budgets 2024

Annual	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24
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Revenues

Condo Fees	190,987.00	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.62
NSF Fees													
Interest Earned													
Interest received on late payments													
Total - Revenues	190,987.00	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.62

Expenses

Landscaping	25,500.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00
Snow Removal	25,500.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00
General Maintenance	7,000.00	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.37
Insurance	65,000.00	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.63
Utilities - Power	1,500.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
Utilities - Water/Sewer	7,500.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00
Utilities - Waste Removal													
Management Fee	33,264.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00	2,772.00
Administration Fees	500.00	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63
Professional Fees													
Reserve Fund Study (annual portion)													
Contingency	1,800.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
Reserve Fund Contributions	22,423.00	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.58	1,868.62
Bank Charges	1,000.00	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37
Reserve Fund Expenses													
Total - Expenses	190,987.00	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.58	15,915.62

Net Income	0.00	(57,875.00)	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00	2,125.00
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ALLOCATION OF UNIT FACTORS
BELLE RIVE LANDING TOWNHOMES
Edmonton

Under Alberta Condominium law, each condominium unit carries a unit factor which determines that unit's share of the common property in the project.

Unit factors have been allocated among the 88 Condominium Homes in Belle Rive Landing Townhomes based on the following:

- a) The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.
- b) The unit factors have been assigned by the developer based on unit types, with some adjustments as to location;
- c) The developer reserves the right to adjust unit factors by up to 10% if it believes the adjustment is fair.

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
BELLE RIVE LANDING TOWNHOMES
Edmonton, Alberta

The condominium corporation raises the funds it requires to pay for common expenses (snow removal, lawn maintenance, insurance, etc.) by adopting a budget and assessing condo fees to the owners of condominium units.

The project's bylaws specify that condominium fees are to be assessed to all units (in substantially completed phases) based on their relative unit factors. Units owned by the condominium corporation and units in phases which are not substantially complete are not assessable.

The current board of directors has adopted a budget of **\$190,987.00** for January 1, 2024 to December 31, 2024. Monthly condominium fees are as follows:

Model Type	Unit Factor	Monthly Condo Fees
Jasper	114 or 115	\$181.44 or \$183.03
Olive	110	\$175.07
Surface Parking Stalls	1	\$1.59

This schedule is provided in accordance with Section 12.2(c) and 12.2(d) of the *Condominium Property Act*.