

**PURCHASE AGREEMENT**  
**ORCHARDS BUNGALOWS**  
Edmonton, Alberta

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.

Orchards Bungalows  
20 unit bare land condominium project  
Edmonton, AB

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SECTION 1:	Purchase Agreement, which includes: <ul style="list-style-type: none"><li>- the names and address for service of the developer</li><li>- <del>details of leases for projects built on leased land</del> (not applicable)</li><li>- name and address of prescribed trustee</li><li>- statement as to occupancy dates</li></ul>
SECTION 2:	Condominium Plan <del>(or proposed condominium plan)</del> together with: <ul style="list-style-type: none"><li>- the project site plan</li><li>- floor plans for all model types</li><li>- a summary of project specifications and adopted SIUD</li><li>- a description of common property</li><li>- <del>phased development disclosure statement</del> (not applicable)</li></ul>
SECTION 3:	Bylaws <del>(or proposed Bylaws)</del> of the condominium corporation;
SECTION 4:	Other Documents related to the purchase, namely: <ul style="list-style-type: none"><li>- management agreement</li><li>- <del>recreational agreement or proposed recreational agreement</del> (none)</li><li>- <del>land lease</del> (not applicable)</li><li>- <del>mortgage affecting titles transferred to purchaser</del> (none)</li><li>- <del>mortgage affecting unit owned by condominium corporation</del> (none)</li><li>- home warranty insurance contract (common property)</li><li>- <del>description of previous use of the building</del> (not applicable)</li><li>- <del>building assessment report and reserve fund report</del> (not applicable)</li><li>- <del>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</del> (not applicable)</li><li>- <del>certificate of title showing developer owns (or has the right to acquire) land</del> (not applicable - condo plan already registered)</li><li>- 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;</li><li>- <del>statement re intent to re-divide bare land units</del> (not applicable)</li><li>- <del>description of other fees the developer will charge purchasers</del> (none)</li></ul>
SECTION 5:	Budget documents, namely: <ul style="list-style-type: none"><li>- the adopted budget</li><li>- allocation of unit factors and estimated condominium fees</li><li>- <del>statement concerning maintenance/occupancy fees paid to developer during move-in stage (i.e. before board adopts condo fees)</del></li><li>- <del>estimates of changes in condo expenses due to phasing</del> (not applicable)</li></ul>

## **SECTION 1: PURCHASE AGREEMENT**

This document contains the terms of an agreement between:

Vistas at Greenwood Orchards Ltd.  
550 - 91 street SW  
Edmonton , Alberta T6X 0V1

(the Developer)

- and -

\_\_\_\_\_

\_\_\_\_\_

presently of \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

phone \_\_\_\_\_

e-mail: \_\_\_\_\_

(the Purchaser)

## 1. The Purchase

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

a) Model Type \_\_\_\_\_

to be built as Job No. \_\_\_\_\_

in a condominium project called Orchards Bungalows located at 8050 Orchards Green SW, Edmonton, Alberta.

Bare Land Condominium Plan #: 192 0537, Legal Unit: \_\_\_\_\_

Civic address #: \_\_\_\_\_, and

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 as follows:

Purchase Price (not including GST) .....	\$ _____
plus GST (calculated @ 5%) .....	+ _____
Total Purchase Price (including GST) .....	\$ _____
less deposit paid .....	- _____
additional deposit .....	- _____
Balance required to complete .....	\$ _____



### 3. Conditions

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

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Condition Day: \_\_\_\_\_

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

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Condition Day: \_\_\_\_\_

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

3.4 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. Deposits

4.1 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.

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

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

4.4 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 **PDS LAW** of #202, 18332 Lessard Rd NW, Edmonton, Alberta T6M 2W8.

**5. Non-Material (i.e. Minor) Changes**

- 5.1 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.

**6. Material Changes**

- 6.1 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*.

**7. Warranty**

- 7.1 The Developer agrees to enrol the project with the Alberta New Home Warranty Program. As such, the Home will carry the customer protection package specified by the warranty provider.
- 7.2 A copy of the applicable Warranty is included in the "Other Documents" section of the Customer Information Package.
- 7.3 The Developer also warrants that it is a resident of Canada for tax purposes.
- 7.4 All other warranties are excluded.

**8. Closing Date and Possession**

- 8.1 The Developer will 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."
- 8.2 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.
- 8.3 The Purchaser agrees to complete the purchase on or before the Closing Date.
- 8.4 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.

**9. Transfer of Title**

- 9.1 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.
- 9.2 The Developer will ensure that title to the Home will be free of all encumbrances except:
- a) any encumbrances concerning the homeowners' association created for the neighbourhood in which the project is located (including an encumbrance designed to ensure that the neighbourhood entrance feature (including masonry, pillars, landscaping and fencing) remains more or less as originally designed;
  - b) any non-financial encumbrances as may be registered by neighbouring landowners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters; and
  - c) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process.
- 9.3 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.
- 9.4 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.).
- 9.5 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*.
- 9.6 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%.

**10. Goods & Services Tax**

- 10.1 The Purchase Price of the Home includes 5% GST. The Purchaser is free to claim any GST rebates which are (or which may become) available to purchasers of new homes.
- 10.2 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.

**11. Miscellaneous**

- 11.1 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.
- 11.2 Any notices given under this agreement shall be deemed to be received once delivered:
  - a) to the Developer at its address as stated on this agreement,
  - b) to the Purchaser at the municipal or e-mail address shown in this purchase agreement or (after the Closing Date) at the Home.
- 11.3 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.
- 11.4 The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this agreement.

**12. Entire Agreement**

- 12.1 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.
- 12.2 This agreement may be amended only by a further written agreement, signed by both parties.

**13. Occupancy Date Statement**

- 13.1 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 calendar date: \_\_\_\_\_

Latest possible calendar date: \_\_\_\_\_

\_\_\_\_\_  
purchaser initials

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

Signed by the Purchaser  
in the presence of:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Signature of 2nd Purchaser

\_\_\_\_\_  
Date signed: \_\_\_\_\_

Signed by the Developer  
in the presence of:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

**VISTAS AT GREENWOOD ORCHARDS LTD.**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Date signed: \_\_\_\_\_

## Important Information regarding your Condominium in Orchards Bungalows

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

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

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

**For access to your disclosure documents – [CLICK HERE](#)**

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

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

### **We take this opportunity to remind you -**

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

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

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#### **Rohit Brands**

Rohit Commercial · Rohit Communities  
Rohit Health · Rohit Homes  
Rohit Rental Living

#### **Offices**

Calgary · Edmonton  
Ottawa · Regina  
Saskatoon

#### **Our Bold Vision**

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

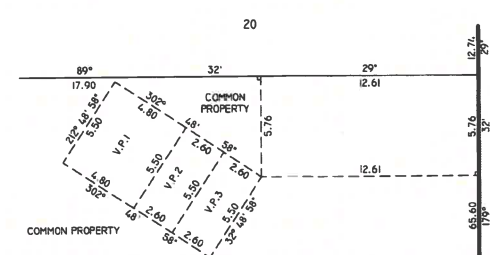
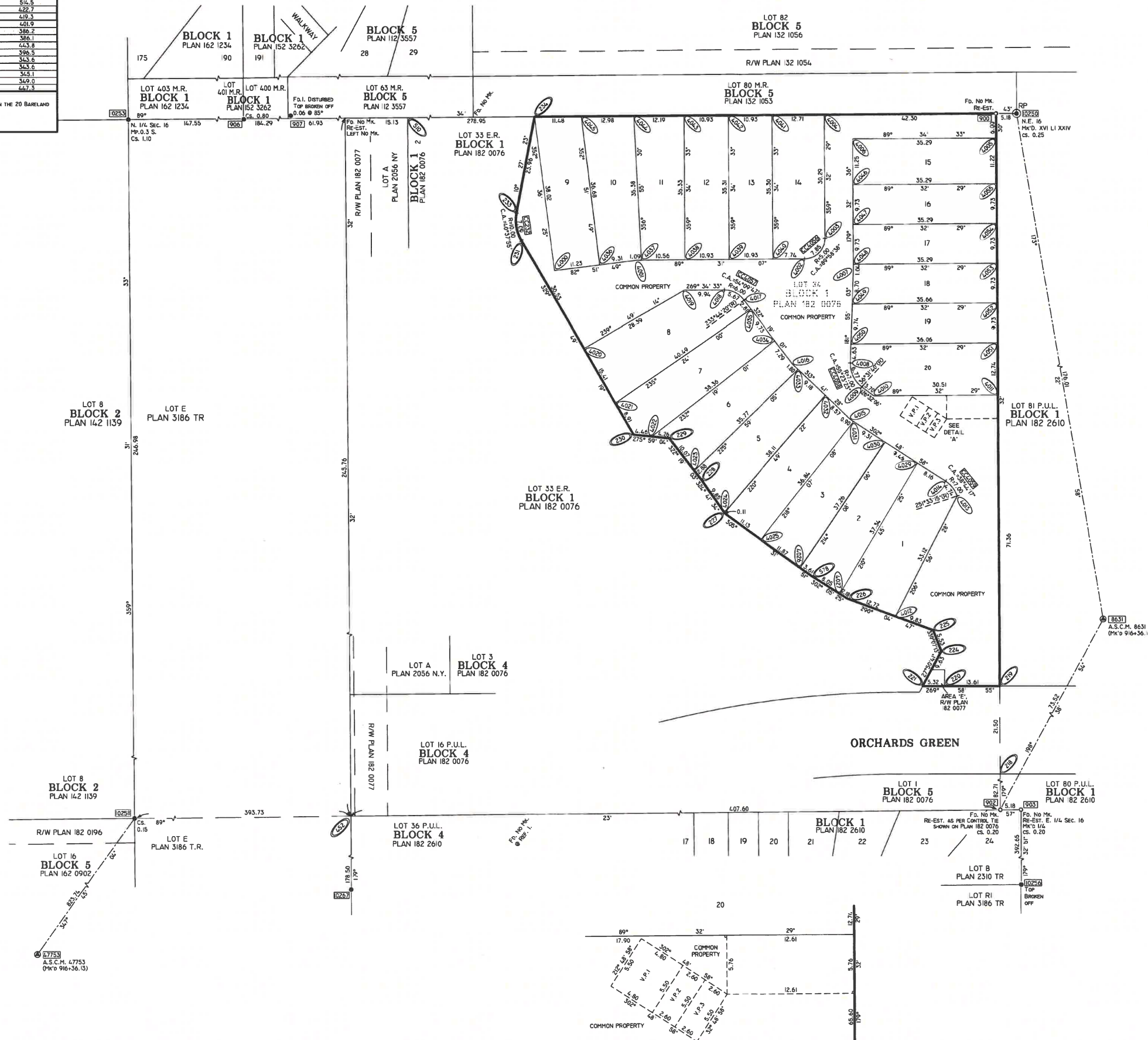
**Bold Goes Further.**

**RohitGroup.com**

## **SECTION 2: CONDOMINIUM PLAN**

UNIT NUMBER	UNIT FACTOR	AREA (SQ. M.)
1	500	488.5
2	500	396.5
3	500	392.0
4	500	386.3
5	500	399.4
6	500	394.7
7	500	444.3
8	500	514.5
9	500	422.7
10	500	419.3
11	500	461.9
12	500	386.2
13	500	384.1
14	500	423.6
15	500	396.5
16	500	343.6
17	500	343.6
18	500	343.6
19	500	343.6
20	500	343.6
TOTAL	10,000	4,447.3

THE UNIT FACTORS ARE DIVIDED EQUALLY BETWEEN THE 20 BARELAND UNITS.



CERTIFICATE: SECTION 47, SURVEYS ACT  
REGISTERED ON  
AS NUMBER  
CERTIFYING THAT ALL STATUTORY MONUMENTS WERE PLACED IN THE GROUND BETWEEN THE DATES OF  
AND ARE POSITIONED IN ACCORDANCE WITH CO-ORDINATES SHOWN ON THE PLAN OR ON THE ATTACHED PLAN INSTRUMENT EXCEPT FOR THE FOLLOWING.  
A.D. REGISTRAR

REGISTRAR  
LAND TITLES OFFICE  
PLAN NO. **192 0537**  
ENTERED AND REGISTERED ON **Feb. 22, 2019**  
INSTRUMENT NO. **192 042 935**  
**Shawn Lovell**  
A.D. REGISTRAR

SHEET 1 OF 1

# VISTAS AT GREENWOOD ORCHARDS EDMONTON, ALBERTA

PLAN SHOWING SURVEY OF BARE LAND CONDOMINIUM WITHIN LOT 34, BLOCK 1, PLAN 182 0076 IN THE FRACTIONAL N.E. 1/4 SEC. 16, TWP. 51, RGE. 24, W. 4 MER.

SCALE 1:500 2019 JOHN M. BYRNE, A.L.S.  
0 5 10 15 20 25 50 75 METRES

- NOTES:
1. STATUTORY IRON SURVEY POST FOUND SHOWN THIS:
  2. STATUTORY IRON SURVEY POST, STAMPED P223, PLACED SHOWN THIS:
  3. ALBERTA SURVEY CONTROL MARKER (A.S.C.M.) SHOWN THIS:
  4. POSITIONS WHERE STATUTORY IRON SURVEY POSTS, MARKED WITH CORPORATION PERMIT NUMBER P223, ARE TO BE PLACED PURSUANT TO SECTION 47 OF THE SURVEYS ACT SHOWN THIS AND ARE SHOWN ON A TABLE OF COORDINATES ATTACHED TO THE PLAN INSTRUMENT:
  5. CURVE CENTRE POINTS SHOWN THIS:
  6. POSITIONS ESTABLISHED AS PER REGISTERED PLAN 182 0076 SHOWN THIS:
  7. THE GEO-REFERENCED POINT IS A F.D.I. AT THE N.E. CORNER FRACTIONAL SEC. 16 AND IS SHOWN THIS:
  8. THE GEO-REFERENCED POINT GRID COORDINATES ARE 5919274.808M N. AND 35415.140M E. AND ARE DERIVED FROM ALBERTA SURVEY CONTROL MARKERS SHOWN ON THE PLAN. (NAD83 ORIGINAL, 3TM PROJECTION, REFERENCE MERIDIAN 114°, COMBINED FACTOR 0.999810).
  9. BEARINGS ARE GRID AND ARE DERIVED FROM G.N.S.S. OBSERVATIONS.
  10. ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
  11. ALL DISTANCES ON CURVED BOUNDARIES ARE ARC LENGTHS.
  12. ALL BARE LAND UNIT AREAS ARE COMPUTED FROM THE DISTANCES SHOWN ON THE PLAN.
  13. ALL UNIT DIMENSIONS ARE MEASURED ALONG THE UNIT BOUNDARIES.
  14. THE BOUNDARY OF ANY BARE LAND CONDOMINIUM UNIT IS GOVERNED BY THE MONUMENTS PLACED PURSUANT TO THE SURVEYS ACT.
  15. VISITOR PARKING SHOWN THIS:
  16. THE COMMON PROPERTY INCLUDES ALL THAT PORTION NOT INCLUDED BARE LAND CONDOMINIUM UNITS 1 TO 20 INCLUSIVE. AREA REGISTERED SHOWN OUTLINED THIS:
- AND CONTAINS: 1.15 HA.

LEGEND:

3TH	3 DEGREE TRANSVERSE MERCATOR	N.	NORTH
A.L.S.	ALBERTA LAND SURVEYOR	NAD83	NORTH AMERICAN DATUM 1983
A.S.C.M.	ALBERTA SURVEY CONTROL MARKER	P.	PLANTED
C.A.	CENTRAL ANGLE	P.U.L.	PUBLIC UTILITY LOT
CS.	COUNTER SUNK	R	RADIUS
E.	EAST	(R)	RADIAL
E.R.	ENVIRONMENTAL RESERVE	REF.	REFERENCE
EST.	ESTABLISHED	RE-EST.	RE-ESTABLISHED
FB.	FOUND	RES.	RESTORED
G.N.S.S.	GLOBAL NAVIGATION SATELLITE SYSTEM	RGE.	RANGE
HA.	HECTARES	RP	Geo REFERENCE POINT
I.	STATUTORY IRON POST	R/W	RIGHT OF WAY
M	METER	SQ.M	SQUARE METRES
MEK.	MERIDIAN	S.	SOUTH
PS.	MARK	SEC.	SECTION
PM.D.	MARKED	TWP.	TOWNSHIP
MP.	MARKER POST	U.T.P.	UNABLE TO POST
M.R.	MUNICIPAL RESERVE	V.P.	VISITOR PARKING
		W.	WEST

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.

SURVEYOR:  
**JOHN M. BYRNE, A.L.S.**

CORPORATION ADDRESS  
550-91 STREET  
EDMONTON ALBERTA, T6X 0B3

DEVELOPER ADDRESS  
550-91 STREET  
EDMONTON ALBERTA, T6X 0B3

REGISTERED OWNER  
**VISTAS AT GREENWOOD ORCHARDS LTD.**

SUBDIVISION AUTHORITY  
NAME: CITY OF EDMONTON  
FILE NO.: LDA18-0475

FILE NO.: 11748L  
BY: GROUP GEOMATICS (CANADA) INC.  
SUITE 300 10320 JASPER AVENUE  
EDMONTON, ALBERTA, T5J 2B3  
CREATED BY: LFC





# ROHIT BUNGALOWS AT THE ORCHARDS

**THE SITE MAP**  
8050 ORCHARDS GREEN SW



This plan prepared for marketing purposes is conceptual only and should not be relied upon. Details are current as of October 16, 2023 and are subject to change without notice. Please ask your sales person for more details.

# *the* LINCOLN

1385 sq ft



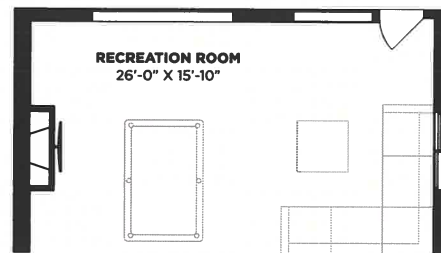
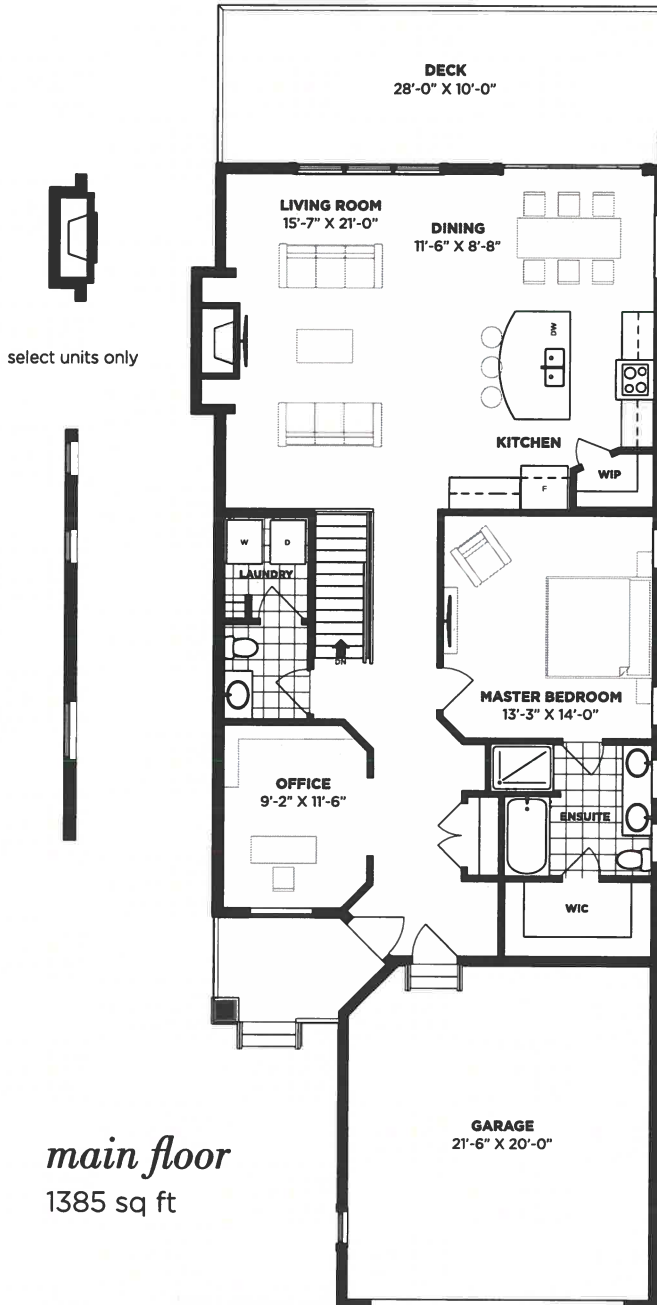
Artist rendering, sample elevation only. Subject to change.

## *Come home to the Lincoln.*

Enjoy 1385 square feet of beautiful space in an open concept home with a large deck that is perfect for entertaining. You will love your spacious master bedroom with an ensuite and walk-in closet. This bungalow is perfect for downsizers or those who love maintenance free 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 March 22, 2018.

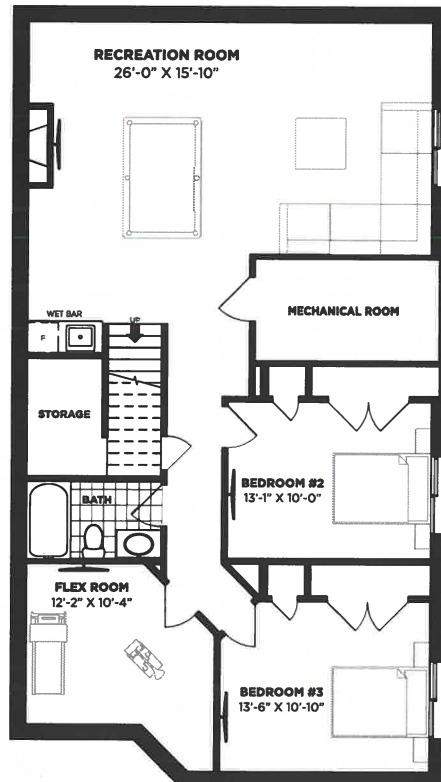
*the* **LINCOLN**  
1385 sq ft



*optional  
walkout  
basement  
development\**

1121 sq ft

\*For select communities only.



*optional  
basement  
development*

1121 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 March 22, 2018.

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**232179273**

**ORDER NUMBER: 47495292**

**ADVISORY**

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(Vistas at Greenwood Orchards)  
Condominium Property Regulation  
Section 61.2(4)

**STANDARD INSURABLE UNIT DESCRIPTION**  
(Form E, Condominium Regulations)

Condominium Corporation No. 192 0537 hereby certifies that by a board resolution duly passed on the 19<sup>th</sup> day of April 2023, the standard insurable unit description is attached to this form.

The seal of Condominium Corporation No. 192 0537 was affixed on the 20<sup>th</sup> day of April, 2023 in the presence of:

  
Per Jag Mehta, Director

(Corporate Seal)



# Rohit Communities Specification

## Level 3

### FOUNDATION AND STRUCTURE

- a) Concrete footing, walls, pile and retaining walls with rebar reinforcements.
- b) Concrete basement slab on screened rock and 6 mil poly.
- c) Dura mix concrete for garage floor, patios and sidewalks; broom finish on driveways and sidewalks.
- d) Damp proofing on all below grade exterior surfaces of concrete walls, excluding wing walls.
- e) Engineered wood floor joist and wood roof truss.
- f) Exterior walls, structural wood studs (2"x6") at 24" o.c.
- g) Interior wall partitions, wood studs (2"x4") at 24" o.c.
- h) Stairwell from basement to main floor dry-walled with 1/2" drywall and taped
- i) Full height frost walls, wood studs (2"x4") at 24" o.c. insulation and 6 mil poly in unfinished basement exterior walls.
- j) Common walls between suites are double walls, 2" x 4" in size, with 1" airspace between them and one layer fire rated drywall on both sides.
- k) Attached garage with overhead garage door and one remote control per garage stall, as per plan.

### WINDOWS

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

### ROOFING

- a) 30 year self-sealing asphalt shingles over 1 layer of #15 felt paper or synthetic underlayment
- b) Vents and flashing as per building code.
- c) Base sheet or ice and water protection along eaves and valleys.

### EXTERIOR FINISHING

- a) Vinyl siding, soffit, fascia and eaves trough as per color chart and drawing.
- b) Vinyl shakes as per color chart and drawing.
- c) Stonework as per exterior color chart and drawing.
- d) Composite deck boards for front verandah, steps with closed riser and pressure treated frame.
- e) Aluminum railing around front veranda perimeter and along steps as required by grade.
- f) Vinyl deck covering for rear deck, open stairs, aluminum railing with glass.
- g) Walkouts Only: No rear deck stairs.

### PLUMBING

- a) Double bowl under mount stainless steel kitchen sink with tap as per LIFESTYLE BOARD.
- b) White fiberglass tub with walls and tub/shower trim as per LIFESTYLE BOARD.
- c) White two piece elongated vitreous china water closet with flush tank and seat cover.
- d) White under mount vitreous china oval vanity basin with pop up drain assembly.
- e) Faucets as per LIFESTYLE BOARD.
- f) Laundry complete with hot and cold water supply.
- g) 50 US gallon domestic hot water heater
- h) Sump pump connected to storm line or exterior discharge as required.
- i) Gas line for BBQ on rear deck, no quick coupler
- j) Water line to fridge
- k) Two non-freeze hose bibs per plan

# **Rohit Communities Specification**

## **Level 3**

### **HEATING**

- a) High efficiency furnace with flow thru humidifier where applicable and programmable thermostat.
- b) Low sone bath exhaust fans
- c) Bath fans in bathroom and exhaust fan in kitchen with vents and piping insulated where required by code.
- d) White PVC heat registers and metal air return grill.
- e) Air conditioning line set rough-in only, does not include coil within furnace
- f) Fireplace and fireplace surround as per LIFESTYLE BOARD and as per plan.

### **ELECTRICAL**

- a) 100 Amp power supply panel.
- b) Decora switches and plugs.
- c) Telephone wiring in kitchen, master bedroom (1), internet area, and den if applicable, with blank plates.
- d) Cable wiring in great room/living room, all bedrooms, internet area, and den if applicable, with blank plates.
- e) GFI circuits in all bathrooms and two exterior plugs with GFI – one at front and one at rear.
- f) Lighting package as per LIFESTYLE BOARD.
- g) 2 switched lights per garage bay and 1 plug per bay.
- h) Switched Christmas light outlet in soffit, switch located inside front closet.

### **DRYWALL AND INSULATION**

- a) All drywall with gypsum board, screw and nail application. All interior walls, screw and glue application.
- b) Wall taping with level 4 finish and ready for paint.
- c) All ceilings taped, sanded, painted and splatter texture.
- d) Square corner bead throughout.
- e) R20 batt insulation for exterior walls, R12 batt insulation for internal party wall and frost walls
- f) R40 blown insulation in attic space & R28 in cantilever with 0.5lb 2-part spray foam on ceilings where living area is above the garage.
- g) Garage finished with insulation and drywall on all walls and ceiling, with fire tape as per building code and fire code.

### **INTERIOR FINISHING**

- 1) Fiberglass entry door with dead bolt and paint.
- 2) Interior doors with 3 hinges as per LIFESTYLE BOARD.
- 3) MDF baseboard and MDF casing around windows and doors as per LIFESTYLE BOARD.
- 4) Hardware and bathroom accessories as per LIFESTYLE BOARD.
- 5) 5 mm mirrors with beveled edge per plan in bathrooms.
- 6) 10 mm shower clear glass doors
- 7) Pantry door with glass insert and hardware as per LIFESTYLE BOARD.
- 8) Wire shelving throughout master closet as per plan.
- 9) Finished basement as per plan and as per LIFESTYLE BOARD, including gas fireplace and wet bar as shown on plan.
- 10) Railing as per plan and as per LIFESTYLE BOARD.

### **PAINTING**

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



# **Rohit Communities Specification**

## **Level 3**

- c) Stained railing as per LIFESTYLE BOARD and as per plan.
- d) Unfinished basement floor areas painted, mechanical room only if finished basement.

### **CABINETS AND COUNTERTOPS**

- a) Colour and door style as per LIFESTYLE BOARD. Soft close door hinges.
- b) 3cm granite/quartz countertops as per LIFESTYLE BOARD for kitchen and all bathrooms as per plan. Edging profile as per finish style.
- c) Flush eating bar in kitchen as per plan.
- d) One bank of drawers, one pots and pans drawer, staggered cabinets above OTR and fridge, full depth fridge cabinet in kitchen, crown moulding and valance on kitchen cabinets, where permitted on plans.

### **FLOORING/CERAMIC TILE**

- a) Hardwood as per LIFESTYLE BOARD throughout main floor except bathrooms, bedrooms, laundry room, and front entry.
- b) Plush pile carpet as per LIFESTYLE BOARD with underlay throughout finished basement, on stairs from main floor to basement, walk in closet, and in bedrooms.
- c) Ceramic tile/LVT as per LIFESTYLE BOARD in laundry closet, front entry, and all bathrooms as per flooring cut lines.
- d) One row of matching floor tile vertically and horizontally around perimeter of bathtub 6" wide by the length of the floor tile finished with Schluter, as per LIFESTYLE BOARD.
- e) Tile kitchen backsplash as per LIFESTYLE BOARD, including full wall tile to the bottom of the wall cabinets including behind OTR/hood fan.
- f) Bathroom vanity tile backsplash as per LIFESTYLE BOARD.

### **APPLIANCES**

- a) \$5,000 appliance gift card.
- b) OTR Micro Hood in kitchen.

### **SITE WORK**

- a) Landscaping to be as per landscaping plan.
- b) Irrigation system

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

### **WARRANTIES**

- a) Warranty as per warranty provider.





232179273

232179273 REGISTERED 2023 06 07  
SIUD - STANDARD INSURABLE UNIT DESC.  
DOC 1 OF 1 DRR#: E003UYL ADR/NGAGNE  
LINC/S: 0038234556

## DESCRIPTION OF COMMON PROPERTY

Orchards Bungalows  
Edmonton, Alberta

### 1. General Description of Common Property

This project is a bare land condominium. As such, the common property will be limited to the internal roadway, the perimeter fence, project signage, and some landscaped areas. None of the common property will be within a building.

### 2. Significant Utility Installations

The project is not expected to contain any high-pressure gas lines, high voltage power towers, or other utility installations of that sort. The project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of those lines and related equipment will be determined by the project designers and by crews on site.

3. Retaining Walls: The project is expected to contain retaining walls on the North and West boundaries of the project. The Developer reserves the right to construct additional retaining walls, swales and/or similar structures as required to ensure the project meets municipal lot grading requirements.

4. On-Site Recreational Facilities & Equipment: None.

5. Maintenance Equipment Supplied: The Developer anticipates that roadway maintenance will be done by outside contractors. Therefore, the Developer will not supply maintenance equipment.

6. Roadways and 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. At a later time, the Developer will arrange to have a 2nd lift of asphalt applied to the entire roadway. The Developer expects to build sidewalks leading from individual driveways to front doors. The project is not expected to contain any further sidewalks.

7. Fences: Fencing is expected to be constructed around the perimeter of the project. The Developer may (but is not required to) construct additional fencing. The location, design and colour of any additional fencing are at the discretion of the Developer.

8. Landscaping: The Developer will install some lawns, trees and shrubs in accordance with the Land Use Bylaw and the recommendations of a professional landscape contractor.

9. Exterior Finishing of the Building(s): Technically, none of the buildings on the site will be common property. However, the developer will finish the exteriors of all buildings in the project with the materials shown on the standard building specifications. Exterior colours will be at the discretion of the project designer.

## **SECTION 3: BYLAWS**

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**192065765**

**ORDER NUMBER: 36918904**

**ADVISORY**

**This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.**

**Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.**

(Orchards Bungalows)  
Condominium Property Act  
Section 32

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

Condominium Corporation No. 192 0537 hereby certifies that by written special resolution dated the 8 day of MARCH, 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 0537 was affixed to this Notice on the 11 day of MARCH, 2019 in the presence of:

SEAN JOHNSON / [Signature]  
Director's name / signature

(Corporate Seal)

*Paul*

# Bylaws

Condominium Corporation No. 192 0537

(Orchards Bungalows)

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## **PART 1 - DEFINITIONS AND INTERPRETATION**

### **1. Replacement of Existing Bylaws**

- 1.1 Condominium Corporation No. 192 0537 has adopted these bylaws to replace all existing bylaws of the Corporation.

### **2. Definitions and Interpretation**

- 2.1 Orchards Bungalows is a bare land condominium project consisting of 20 bare land units, each of which is intended to accommodate a detached or a semi-detached bungalow home. The unit owners, through these bylaws, have agreed that all exterior maintenance (other than repairs and/or maintenance of decks) should be managed by the Corporation's Board of Directors, as though the project was a conventional condominium. Wherever possible, these bylaws shall be interpreted to give effect to that intention.
- 2.2 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) "Corporation" means Condominium Corporation No. 192 0537;
  - d) "Common Property" has the meaning given to it in the Act. Generally, common property means the portions of land within the parcel that are owned by the unit owners collectively;
  - e) "Corporation Property" means any property owned by the Corporation;
  - f) "Managed Areas" means the parts of the units (including roofs, exterior walls, exterior doors and windows, yards, etc. but not including decks and patios) which the Condominium Corporation would be required to maintain if the Project was a conventional (i.e. not bare land) condominium;
  - g) "Occupant" means a person present in a Unit or on the Common Property with the permission of an Owner. "Occupant" includes Owners and any tenants of an Owner;
  - h) "Owner" means the registered owner of a Unit;



- i) "Restrictive Covenant" means the restrictive covenant created in Part 7 of these Bylaws to ensure that owners do not alter the exteriors of their homes except with the written consent of the Board of Directors.
  - j) "Special Resolution" has the meaning given in the Act. Generally, in order to pass, a special resolution must be supported by 75% of the unit owners;
  - k) "Condominium Home" means a Unit as shown on the Condominium Plan (together with interest in the common property belonging to that Unit) and all buildings constructed on that Unit.
- 2.3 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.
- 2.4 The rights and obligations given or imposed by these bylaws are in addition to the rights and obligations given or imposed by the Act.
- 2.5 All references to the Act or other laws shall be read so as to include applicable amendments and substitute legislation.
- 2.6 Wherever these bylaws conflict with the Act, the Act prevails.
- 2.7 These bylaws are to be read with all the changes in number and gender required by the context (eg: "he" can mean "he", "she" or "they", depending on the context).
- 2.8 The headings in these bylaws are inserted only for convenience of reference.
-

## **PART 2 - THE CORPORATION**

### **3. Duties of the Corporation**

- 3.1 In general, these bylaws are intended to give the Corporation the same rights and obligations as the Corporation would have if the Project was set up as a conventional condominium. In particular, the Corporation has the exclusive right and obligation to:
- a) enforce the bylaws of the Corporation;
  - b) place and maintain a Condominium Insurance Policy in accordance with the Act. Generally, the insurance will include:
    - i) replacement cost insurance on all the buildings in 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 and the Managed Areas, including:
    - i) maintaining landscaping (lawns, trees, shrubs, etc.);
    - 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;
    - v) maintaining all roadways and exterior parking facilities (including the driveways);
    - vi) maintaining all buildings, including roofs, eavestroughs, siding, stucco, and exterior doors and windows;
    - vii) providing and maintaining reasonable outside lighting;
    - viii) maintaining all hard landscaping including fences, entrance features, gates, etc. but not including decks and/or patios.
  - 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, corporation property or managed areas.
  - ii) by the Unit Owners in connection with their enjoyment of common property, corporation property or managed areas.
- b) borrow money it requires to perform its duties or exercise its powers;
- c) secure the payment of money which it borrows (and interest on that money) by negotiable instrument, by a mortgage of any property owned by it, or by any combination of those means;
- d) grant a lease to an Owner, permitting that Owner to exercise exclusive possession in respect of any area or areas of the common property;
- e) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant;
- f) do all things reasonably necessary to enforce these bylaws and any rules passed pursuant to these bylaws;
- g) enter into management agreements and recreational agreements;
- h) levy fines (up to \$200 per infraction) for the contravention of any bylaw;
- i) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these bylaws;
- j) create such rules and regulations as it thinks are advisable concerning 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 the other Occupants;
- k) do such other things as may be necessary to accomplish the things the Corporation is permitted (or required) to do by the Act and these bylaws.

4.2 The Condominium Corporation shall operate as a non-profit corporation. Its function is limited to the functions given to it by the Act and these bylaws.

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## 5. The Board of Directors

- 5.1 The Corporation shall have a Board of Directors, consisting of between 3 and 7 members. The number of members is decided by ordinary resolution at any meeting during which members are being elected.
- 5.2 At an election of members of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
- 5.3 A person need not be an Owner to be elected to the Board.
- 5.4 Only one Occupant of a Unit may sit on the Board at one time.
- 5.5 An Owner whose condominium fees are more than 30 days in arrears is not eligible to be nominated for election to the Board.
- 5.6 Board members (and former Board members) are not liable to the Condominium Corporation, to Unit owners, or to anyone else to whom these bylaws apply unless the Board member knowingly failed to meet his statutory obligation to act honestly and in good faith.
- 5.7 The Corporation shall indemnify all Board members (and former Board members) for all reasonable expenses the Board member incurs as a result of acts or omissions of those Board members. The indemnity does not apply to situations where the Board member knowingly fails to meet their statutory obligation 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 Board member 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 signature of at least 1 Board member 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 pursuant to Board resolutions;

### **12.2 The Board may authorize a property manager or other agent to issue estoppel certificates and 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, Corporation Property and Managed Areas;
- 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. Policies 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 and the Managed Areas 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 \$200.00 per infraction, 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 If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the owner; and it shall specify whether the owner, the tenant, or both, are liable for payment of the fine.
- 17.4 Each day of a continuing breach shall be deemed to be a separate contravention of a bylaw.
- 17.5 An owner aggrieved by a notice given by the Board (or by a fine leviable or levied) may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these bylaws.
- 17.6 The Owners convened in special general meeting may rescind, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- 17.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall invalidate the proceedings unless the error significantly interferes with the rights of one or more Owners.

### PART 3 - GENERAL MEETINGS

#### **18. Convening of Meeting and Notice**

- 18.1 Each year, the Board shall convene an annual general meeting of the Owners within 90 days after the end of the Corporation's fiscal year.
- 18.2 In addition, the Board may convene a general meeting of the Owners whenever it considers it proper to do so.
- 18.3 On the written request of Owners who collectively hold at least 25% of the voting rights in the Corporation, the Board shall convene a general meeting of the Owners.
- 18.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least 14 days' written notice of the meeting. The notice shall state:
  - a) the place, date and time of the meeting,
  - b) the nature of any special business to be discussed at the meeting.
- 18.5 An annual general meeting or a general meeting (or anything done at that meeting) is not invalid by reason only that a person was inadvertently not given a notice of the meeting.
- 18.6 At any meeting where a bylaw is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 7 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 shall 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, votes are counted based on one vote per Unit.

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 (or Mortgagee) of a Unit 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 AND RESTRICTIONS****27. Duties of Occupants****27.1 An Occupant 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) permit the corporation and its agents, at all reasonable times to carry out its maintenance obligations under the Act or these bylaws;
- d) pay all taxes, charges, assessments and utility bills that may be payable in respect of the unit;
- 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 on Occupants**

**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 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 the 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 the Occupant's home;
- 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 project must be performed by a journeyman electrician.

## **29. Parking**

- 29.1 Occupants may use their own driveways subject to the following rules:
- a) driveways may be used only for parking passenger vehicles (including pickup trucks up to 3/4 ton capacity);
  - b) the vehicle may not be undergoing repairs or adjustments (oil changes, tune-ups, body work, etc.);
  - c) the vehicle must be in active use (i.e. bearing an active license plate and capable of being used from day to day);
  - d) recreational vehicles (motorhomes, tent trailers, etc.) may be parked on the driveway only for the time required to load or unload the vehicle.
- 29.2 The Board is entitled to make reasonable rules governing the use of driveways (cleanliness, noise, etc.). 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.
- 29.3 On the application of an Occupant, the Board may relax the parking bylaw and grant the occupant written permission to use a driveway other than as specified above. Such approval may be revoked on notice to the Occupant and all persons affected by the decision.

## **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. **Decks & Patios**

32.1 Unit Owners are responsible for maintenance, repair and replacement of their own decks and/or patios.

32.2 The Restrictive Covenant set out in these bylaws prevents unit owners from altering the exterior of their unit, including decks, without the written consent of the Board. The Board shall provide its written consent to all deck maintenance, repairs and or replacements that meet the following guidelines:

- a) the materials, colors and style of construction are essentially the same as one or more other decks in the project,
- b) the deck complies with applicable zoning bylaws and building codes, and
- c) the deck and/or patio does not significantly interfere with another unit owner's enjoyment of their unit.

32.3 Each unit owner is responsible for maintaining the area immediately below his deck. This includes the obligation to ensure that the area has positive drainage away from the building foundation.

32.4 The Board is entitled to adopt reasonable rules concerning Occupants' use of decks & patios, including:

- a) rules dealing with the general appearance of decks & patios;
- b) rules dealing with activities which are likely to affect neighbouring owners (barbecues, amplified music, christmas lights, etc.);
- c) rules concerning the enclosure of decks & patios;

32.5 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.

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**33. Landscaping and Lawns**

- 33.1 The Corporation has the exclusive right and obligation to maintain all landscaping within the Project. Accordingly, Occupants may not plant trees, build fences, create flower beds or otherwise alter the exteriors of their homes without the written consent of the Board.
- 33.2 If it chooses to do so, the Board may install an irrigation system designed to automate the watering of some or all of the landscaped areas within the project. Generally, the Board has the power to deal with all aspects of the irrigation system to the same extent as if the Board was the owner of the entire parcel. Aspects within the board's control include:
- a) design
  - b) installation
  - c) operation
  - d) maintenance
- 33.3 If the Board determines that it is practical to connect the irrigation system to one or more common meters, the bills associated with those meters will be part of the common property expenses. On the other hand, if the Board determines that it is practical to connect the irrigation system to individual homes, the unit owners will pay for landscape water as part of their own water bills. The board also has the power to reimburse individual owners if it appears that the owner's bills include an amount for landscape water that exceeds that owner's proportionate share of the overall watering costs.

**34. Satellite Dishes**

- 34.1 Owners shall be allowed to install satellite dishes (maximum 30 inches in diameter) within the rear and side yards of their homes. The Board is entitled to adopt reasonable rules in that regard. Owners must comply with those rules. Any owner who objects to those rules may ask that they be reviewed at a general meeting.

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**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 and Managed Areas;
- e) the cost of placing and maintaining the insurance required by the Act and these bylaws;
- f) professional and consulting costs, including legal and accounting fees;
- g) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties;
- h) reserves for future maintenance and expenses;
- i) 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 to all units (other than units which do not include a substantially completed building) equally.

36.3 If the amounts estimated prove inadequate for any reason (including non-payment of an owner's assessed contribution), the Board may levy such further assessments (on the same basis as normal assessments) as are required.

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- 36.4 Unless the Board directs another method of payment, each owner shall pay his assessment to the Corporation in equal monthly instalments, due on the first day of each month during the fiscal year for which such assessment is made.
- 36.5 Interest on all assessed contributions in arrears accrues at the rate of (1.5%) per cent per month, 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.
- 36.6 If the Board fails to prepare a budget and assess contributions as directed by these bylaws, the monthly instalments fixed for the preceding year shall continue until new instalments 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.
- 37.4 Any person may pay any unpaid contribution with respect to the Unit after the expiration of 30 days following the due date for payment by the owner in default, and upon such payment being made, such person shall be subrogated to the Corporation charge, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the owner in default, and shall be entitled to enforce his charge in accordance with this provision.

**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 (including kitchen fixtures, bathroom fixtures, installed carpets and any other improvements and betterments made to the units by the owners (or former owners) of the units;
- b) occupiers' liability insurance;
- c) insurance against liability of persons acting honestly and in good faith, as directors and/or officers of the condominium corporation;
- 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 for "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.
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## **PART 7 - BARE LAND CONDOMINIUM**

### **41. Additional Rights and Restrictions - Bare Land Condominium**

- 41.1 Section 32(6) of the Act specifies that condominium bylaws bind the corporation and the unit owners to the same extent as if the bylaws had been signed by the corporation and by each owner. Accordingly, the Unit owners agree to the following additional rights and restrictions, intended to apply to bare land condominium projects in which significant portions of the Units are managed collectively.

### **42. Restrictive Covenant**

#### **42.1 Exterior Maintenance or Alterations**

The Condominium Corporation has the exclusive right and obligation to maintain all areas in the Project, other than decks and the interiors of individual homes. Accordingly, except with the written consent of the Board, an occupant shall not:

- a) plant trees, build a fence, erect a barrier, install a satellite dish, create flower beds, or otherwise alter any areas which the Condominium Corporation is required to maintain;
- b) paint, decorate, remodel, or otherwise affect the exterior of a Condominium Home;
- c) make structural, mechanical or electrical changes to a Condominium Home unless the changes do not affect the areas which the Corporation is required to maintain, or any other Condominium Home;
- d) interfere in any way with the areas which the Condominium Corporation is required to maintain.

### **43. Encroachment Agreement**

- 43.1 The developer of the project has the right to construct buildings on the bare land units even though portions of those buildings (overhangs, roofs, eavestroughs, decks, patios, etc.) may be located on an adjoining unit.
- 43.2 All the unit owners now grant each other permanent permission to allow any encroachments by adjoining buildings to remain as built.
- 43.3 This right of encroachment includes all ancillary rights which may be required to give it reasonable effect, including the right to allow the condominium corporation (and its agents) reasonable access to carry out its maintenance obligations under this agreement and the Bylaws.

**44. Party Wall Agreement**

- 44.1 The owners of the adjoining bare land units shall perpetually use and maintain the common walls between their units, as Party Walls.
- 44.2 The owners may not alter the party wall in any way that reduces the structural integrity or the sound attenuation properties of the wall.
- 44.3 The proper agents of the Condominium Corporation are granted a non-exclusive license to enter upon the premises adjoining a Party Wall, at all reasonable times and upon reasonable notice, for the purpose of:
- a) viewing the state of repair of any Party Wall, or
  - b) repairing, installing, or maintaining electrical, plumbing, and mechanical fixtures and systems, together with other similar items reasonably associated with a residential dwelling.
- 44.4 If a Party Wall is totally or partially destroyed, the owners of the adjoining parcels shall co-operate fully and equally in rebuilding the wall. To the extent that it is possible, the Party Wall shall be rebuilt or repaired to be in same place, of the same proportions, and of the same materials as the original Party Wall.
- 44.5 Except where the damage to the Party Wall is caused solely by one of the parties, the owners of the adjoining parcels agree to each contribute half of the costs or repairing or rebuilding the Party Wall.
- 44.6 Each party shall be solely responsible for reckless, deliberate or malicious acts committed by occupants of his or her dwelling, including visitors and guests.

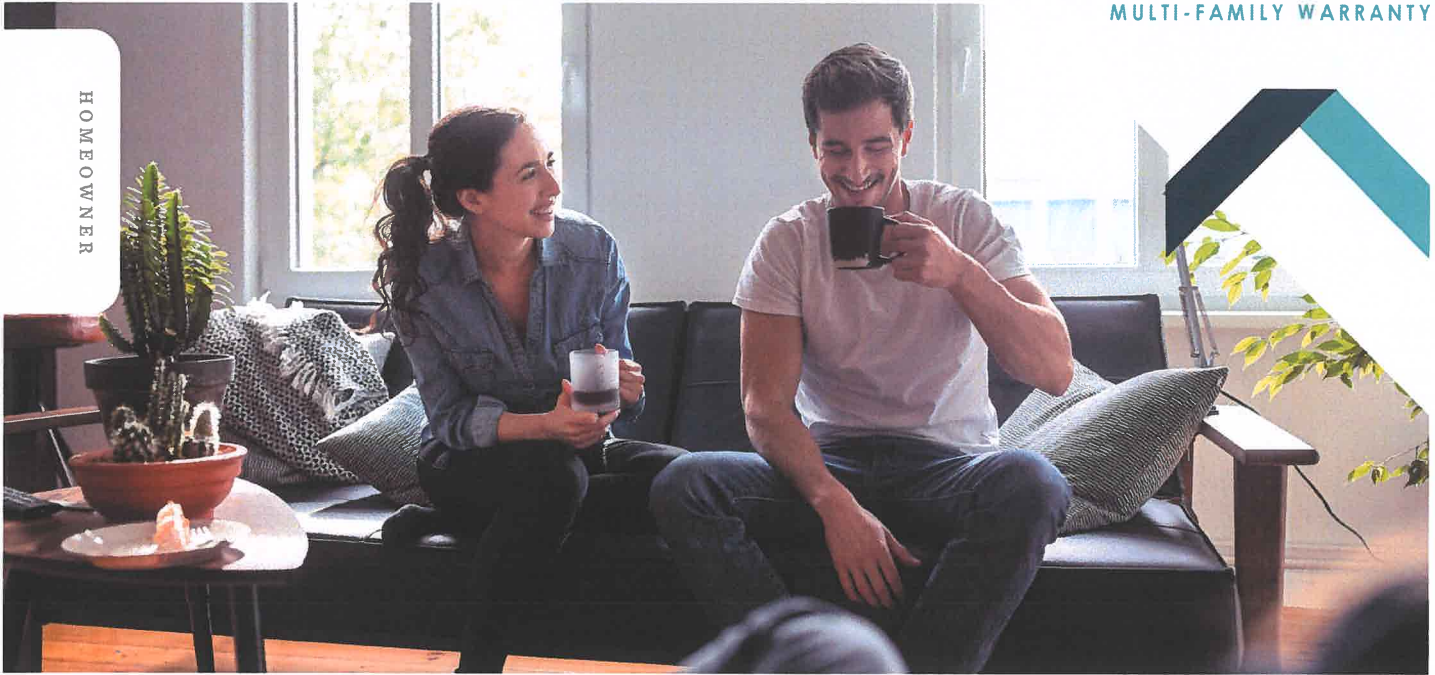


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## **SECTION 4: OTHER DOCUMENTS**





## 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](mailto:contactcentre@nhwicc.com)  
 Facsimile: (403) 253-5062  
 Homeowner Portal Address: [www.anhwp.com/homeowner](http://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](http://www.nhwicc.com/contact/privacy-policy).

# Home Warranty Insurance Policy

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

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

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

## A. DEFINITIONS

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

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

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- 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](http://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.

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## D. COVERAGE EXCLUSIONS AND EXEMPTIONS

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

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

## E. LOSS OR DAMAGE EXCLUSIONS

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

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





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

#### **F. POLICY TERMINATION**

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

In the event the Warranty Provider terminates this Policy:

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

#### **G. TRANSFER OF WARRANTY INSURANCE COVERAGE**

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

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

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

#### **H. INSURED OBLIGATIONS**

The Insured shall:

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



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- (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](mailto:contactcentre@anhwp.com)  
Facsimile: (403) 253-5062  
Homeowner Portal Address: [www.homeowners.anhwp.com](http://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.

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(c) MITIGATION

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

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

(d) ENTRY AND CONTROL

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

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

(e) MATERIAL CHANGE IN RISK

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

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

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

(f) IN CASE OF DISAGREEMENT

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

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

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

(g) TRANSFER OF TITLE

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

(h) ADDITIONAL LIVING EXPENSES

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

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

(i) WARRANTY OF REPAIRS OF DEFECTS

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





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

(j) NOTICE

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

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

**L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS**

(a) Detached Single Self-Contained Dwelling Unit

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

**PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE**

The 10-year period beginning on the earlier of:

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

**WARRANTY INSURANCE COVERAGE**

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

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

**POLICY LIMITS**

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



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

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

not including land value, interest and costs.

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

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

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

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

#### PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

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

#### WARRANTY INSURANCE COVERAGE

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

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

#### POLICY LIMITS

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

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

not including land value, interest and costs.

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

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

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- (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.

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- (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**

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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



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## **MANAGEMENT AGREEMENT**

THIS AGREEMENT made in duplicate the 12<sup>th</sup> day of January, 2023

BETWEEN:

CONDOMINIUM PLAN NO: 192 0357  
operating as Vistas at Greenwood Orchards  
located at 8050 Orchards Green SW, Edmonton, AB T6X 2B5  
(hereafter called the "Corporation")

OF THE FIRST PART,

- and -

BRIDGEGATE PROPERTY MANAGEMENT GROUP INC.,  
Located at 201, 236-91 Street, SW, Edmonton, AB T6X 0A9  
(hereinafter called the "Manager")

OF THE SECOND PART,

This Management Agreement is between the parties of the First and Second Parts and is meant to provide payment for management services that the Manager shall provide in the usual and ordinary course of business. Should the services provided by the Manager extend to paragraph 4(h) or additional emergency or extraordinary services such as emergency or extensive flood, fire, hail, vandalism or such other natural or man-made events, then such services are governed by Paragraph 21 and shall be paid over and above the remuneration set out in Paragraph 12.

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,Cc-22 as amended as may be amended from time to time and any legislation passed in substitution therefore, hereinafter called the "Act".

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative management agent, subject to specific provisions hereof, commencing on the **1st day of January , 2023** and thereafter renewed for (1) one 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 shall faithfully, diligently and honestly assist the Board of Directors of the Corporation in the management, supervision, control and administration of the Parcel, Property and of the assets of the Corporation. The Manager will, at all times, follow the direction of the Board and act in the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, Bylaws, the Rules of the Corporation specifically, and, in general, consistent with federal, provincial and municipal laws and regulations as they pertain to the operation and management of the Corporation and of the Property.
4. Without limiting the generality of the above, the Manager shall perform, in particular, the following specific duties, subject to the direction of the Board:
  - ( a ) enforce the terms of the Bylaws and Rules and regulations and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
  - ( b ) forthwith communicate to all owners the text and import of any further Bylaws or Rules and regulations;
  - ( c ) advise and consult with the Board with respect to any further Bylaws, Rules and Regulations which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Corporation for the common benefit of the owners;
  - ( d ) prepare and keep current the Corporation's record from information supplied by the Board;
  - ( e ) collect and receive all moneys payable by the owners under the Bylaws and deposit same in an income bearing trust account in the name of the Corporation. Such account is to be at the Scotiabank in the Province of Alberta in trust for the Corporation. Signing Officers of the Corporation will be registered with the Bank as being authorized to sign on behalf of the Corporation in addition to the Managers. The Manager, in discharging the duties hereunder, shall not make any single expenditure or incur any contractual obligation in the name of or on behalf of the Corporation exceeding \$1000.00 without prior written consent of the Board unless such expenditure or obligation is provided for in the current budget of the Corporation or such expenditure or obligation is required to deal with emergency

conditions which may involve a danger to life or property or may threaten the safety of the Condominium or its Owners and occupants or may threaten the suspension of any necessary service to the Condominium; provided however that the Manager shall forthwith advise the Board of the nature and amount of such emergency expenditure.

(f) The Manager shall not collect or charge any undisclosed fee, rebate or discount and if any should be received by the Manager the same will be held for a credited to the account of the Corporation and the Manager shall credit the Corporation with any discounts, commissions or rebates obtainable as a result of purchases on behalf of the Corporation or in pursuance of this agreement.

(g) to arrange for the insurance required by the Corporation in accordance with the provisions of the Act and the Bylaws, and the amounts of such insurance to be directed by the Board of Directors;

( h ) repair and maintain or cause to be so repaired and maintained, those parts of the property which require repair and maintenance by the Corporation in accordance with the provisions of the Act and 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 and lighting fixtures in the common elements in good working order and providing all necessary light bulbs, providing for the removal and disposal of garbage. Without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property, and subject to approval of the Board, to maintain such staff on behalf of and at the expense of the Corporation as may be required at all times promptly and efficiently to carry out the foregoing, and any other requirements and instructions of the Board of Directors.

(i) effect emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the Parcel or for the safety of the persons or required to avoid suspension of any necessary service to the Corporation, 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 and in accordance with the Act and its requirements for entrance into units. The Corporation agrees to indemnify and save(iii) harmless the Manager from any and all claims or actions of any nature of kind resulting either directly or indirectly as a consequence of said entry;

( j) at the request of the Corporation, the Manager shall:

- (i) have one of its Officers or employees attend **(10) 2 hour meetings** of the Corporation inclusive of the Annual General Meeting. Meetings that extend the two hour limit will be charged at a rate of \$75 per hour after the initial two hours.
- (ii) assist in convening the Annual General Meeting,
- (iii) attend additional Special meetings for an additional fee of \$75.00/hr.
- (iv) attendance where there is lack of quorum requiring additional rescheduling of a meeting, is to be assessed an additional \$75.00 fee
- (v) Attend bi- monthly site visits.

( k )make reasonable efforts to collect delinquent accounts, including those amounts payable by the owners under the Bylaws, and to refer such delinquent accounts to a solicitor with approval from the Board for collection, if necessary, and, to register caveats against any units, the owners of which are in arrears of common expenses;

( l ) keep accurate accounts and records of the financial transactions involved in the management of the property and render to the Board monthly income and expenditure statements within ( 21 ) days of month's end and annual statements of income and expenditures within seventy-five(75) days of year end; and

( m ) upon reasonable notice and during normal business hours, make available for examination by the Corporation or any owner or mortgagee, the accounts and records referred to in sub-paragraph 5 ( g ) above.

5. 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.
6. The Board shall designate an individual who 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 those named as contacts in descending order. In the absence of any other designation by the Board, the President of the Corporation shall be the individual authorized to deal with the Manager.
7. The Board shall provide clear scope of work prior to any quotes being obtained.
8. Any community websites, Google Groups and Genie pads set up will be maintained by the Board. The manager will participate in the communications with the Corporation.
9. The Manager may engage, with approval from the Board, 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

the Corporation, including legal services, within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

( a ) any work or services to be performed, the cost of which exceeds One Thousand Dollars (\$1000.00) shall be performed by the affiliate after consultation with the Corporation or its designate as referred to in Paragraph 6.

10. Sixty ( 60 ) days prior to the beginning of each fiscal year during the term of this Agreement, the Manager shall furnish to the Board in writing an estimated budget for the ensuing year setting forth by categories the Manager's best estimate of all expenses of the operation of the Corporation for the ensuing year including, without limiting the generality of the foregoing, any taxes payable to the Corporation, insurance premiums, water, gas and electric rates, and the costs of all repairs, renewals, maintenance and supervision of the Parcel. Board approval is required to pass a budget for the upcoming fiscal year. Upon request of the Board or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Corporation for the then remaining portion of the current fiscal year for Board approval. The Manager shall, at all times, hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the Act and Bylaws.
11. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time 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 Parcel, and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Parcel. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any emergency or any persistent, flagrant or serious violation of the Bylaws or Rules and Regulations. It is understood and agreed by the parties that the Manager shall in its sole discretion determine whether or not an emergency exists and whether or not the emergency is of a minor or major nature.

#### **OBLIGATIONS OF THE CORPORATION**

12. The Corporation shall:

( a ) pay the Manager, monthly, in advance, for its managerial services hereunder fees equal to the sum of **\$1200** , calculated as \$60 per month per substantially completed unit, plus the applicable Goods and Service Tax, during

the first year of the term of this Agreement. It is understood and agreed that such remuneration does not include the cost of performing any services as outlined in Schedule A, which services shall be an additional charge to the Corporation; refer to Schedule A attached;

( b ) reimburse the Manager for the wages and salaries of all on-site personnel hired with approval from the Board, including all cleaning and maintenance staff, and the cost of all amounts paid in respect of their employment, including, without limitation, Employment Insurance and Workers' Compensation payments, Canada Pension contributions, Health Tax and all other benefits as is required by the laws of Canada and the Province of Alberta, as well as all other expenses attributable to overhead;

( c ) except in the case of negligence 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 to persons or property in or about or in any way connected with the Corporation, and defend at the expense of the Corporation all suits which maybe 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; and the Manager is to maintain a Commercial General Liability policy (\$5,000,000.00).

( d ) deliver to the Manager copies of all Bylaws and Rules and Regulations made by the Corporation or the Owners.

#### **TERMINATION OF AGREEMENT**

13. Notwithstanding any other provisions hereof, this Agreement shall terminate upon any of the following events:

- a. The insolvency or bankruptcy of the Manager.
- b. For cause, and in particular, without restricting the generality of the foregoing, if the Manager is subordinate, reckless or negligent in performing its duties under this agreement.
- c. In the event of any complaint, defect, failure or omission on the part of the Manager, the Board may give the manager thirty (30) days written notice to cure such event. Should the same not be cured or dealt with to the reasonable satisfaction of the Board, this agreement may be terminated upon thirty (30) days written notice at the option of the Board.

#### **NOTICES**

14. 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, emailed 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, emailed or when there is no postal disruption, mailed by prepaid registered post to the Manager, Bridgegate Property Management Group Inc. 201, 236-91 Street, Edmonton, AB T6X 0A9 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.

#### **ADDITIONAL TERMS**

15. 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.
16. This Agreement 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.
17. 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.
18. No modification of this Agreement shall be effected unless set forth in writing and signed by both parties hereto.
19. 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.
20. This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.



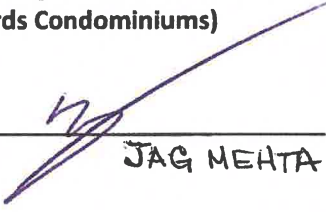
21. In the event of services provided by the Manager beyond the usual and ordinary course of business such additional services would include such things as emergency repairs as set out in Paragraph 4(h) or natural or man-made emergency or extraordinary events as described in the Pre-Ambles to this Agreement, the Manager is at liberty to charge and the Corporation shall pay additional fees at \$100/ hour.
22. The Pre-Ambles shall form part of this Agreement and shall be read together and apply to the other provisions herein. The invalidity of any clause or provision in the Agreement shall not affect the other provisions and they shall survive the declaration of invalidity of any such provision or clause.
23. The Corporation shall indemnify the Manager and all its servants or agents against any claims or liability arising from damage to property or injury to persons connected with the Common Property of the Corporation. This indemnity is not provided if the Manager, its servants or agents, act or omits to act in a negligent or wrongful manner.

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

**CONDOMINIUM PLAN NO: 192 0537**  
**(Operating as Vistas at Greenwood**  
**Orchards Condominiums)**

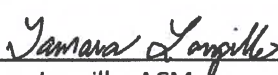
Per:

Per:

  
JAG MEHTA

**BRIDGEGATE PROPERTY MANAGEMENT**  
**GROUP INC.**

Per:

  
Tamara Langille, ACM  
Owner/Broker



#### **ADDITIONAL CHARGES- Schedule- A**

Additional charges not included in the monthly management fee:

**Owner Chargebacks** (Document Requests) priced as per the regulations in effect January 1, 2020:

- |                          |           |
|--------------------------|-----------|
| ➤ Estoppel Certificates  | \$200.00  |
| ➤ Information Statements | \$ 100.00 |

➤ AGM Minutes	\$ 10.00
➤ Budget	\$ 10.00
➤ Bylaws	\$10.00 or 0.25/pg if more than 40
➤ Certificate of Insurance	\$ 10.00
➤ Financial Statements- Monthly	\$ 10.00
➤ Financial Statements- Audited	\$ 10.00
➤ Insurance policy	\$10.00 or 0.25/pg if more than 40
➤ Management Agreement	\$ 10.00
➤ Monthly Board Minutes	\$ 10.00
➤ Reserve Fund Study	\$10.00 or 0.25/pg if more than 40
➤ Standard unit Definition	\$10
➤ Rules and policies	\$10
➤ Written report of all resolutions and the votes	\$10

**Rushes ( 3 days or less)** Estoppel- \$300, Information statement \$150,  
other docs \$20

**Corporation Chargebacks:**

➤ Alberta Land Title Registrations (address for service, change of directors etc.)	\$ 37.50
➤ Document Searches	\$ 37.50
➤ Additional Meetings	\$165.00
➤ Annual General Meeting Packages (postage incl.)	\$ 9.00/pkg
Postage for Owner Distribution	at cost

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

Orchards Bungalows  
Edmonton, Alberta

This project is a bare land condominium in which the units are essentially lots. Each lot contains a detached home or a portion of a semi-detached home. The common property consists of the internal roadway and a small landscaped area in the centre of the project. The condominium corporation is responsible for maintenance and repair of those areas.

All of the lots/units have access to utility services which are typically available in neighbourhoods 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) installation costs paid directly by the developer and included in the price of the lot;
- b) costs included in normal municipal budgets, paid for by normal tax levies;
- c) assessments levied to the area developer, included in the price of the land;
- 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.

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

## **SECTION 5: BUDGET**

**VISTAS AT GREENWOOD ORCHARDS  
CONDOMINIUM CORPORATION 192 0537  
APPROVED OPERATING BUDGET  
May 1, 2023 to April 30, 2024**

		APPROVED BUDGET
		2023-2024
<hr/>		
<b>REVENUE</b>		
CONDOMINIUM FEES	\$	72,098
<b>TOTAL REVENUE:</b>	<b>\$</b>	<b>72,098</b>
<hr/>		
<b>EXPENSES</b>		
INSURANCE		19,442.00
BANK SERVICE CHARGES/ADMIN		350.00
GENERAL REPAIRS & MAINTENANCE		1,500.00
SNOW REMOVAL		14,962.00
SNOW REMOVAL		9,281.00
AUDIT		2,000.00
INSURANCE APPRAISAL		735.00
MANAGEMENT FEES		9,828.00
UTILITIES - POWER		800.00
UTILITIES - WATER AND SEWER		1,200.00
CONTINGENY		300.00
<b>NET OPERATING EXPENSES</b>	<b>\$</b>	<b>60,398</b>
<hr/>		
<b>RESERVE FUND</b>		
TRANSFERS TO RESERVE FUND	\$	11,700
<b>TOTAL RESERVE FUND</b>	<b>\$</b>	<b>11,700</b>
<hr/>		
<b>TOTAL OPERATING</b>	<b>\$</b>	<b>72,098</b>
<hr/>		
<b>SURPLUS (DEFICIT)</b>	<b>\$</b>	<b>-</b>
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## ALLOCATION OF UNIT FACTORS

Orchards Bungalows  
Edmonton, Alberta

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

In this project, unit factors have been apportioned among the 20 units in the project, based on the following:

- a) The *Condominium Property Act* specifies that the total Unit Factors must be 10,000.
  - b) To the extent that it is possible, the Developer would like to allocate the 10,000 unit factors equally among the condominium homes so that all of the owners:
    - i) have an equal vote in the Condominium Corporation's affairs, and
    - ii) share the expenses of the Condominium Corporation equally.
  - c) 10,000 divided by 20 equals 500 unit factors per Home.
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## ESTIMATED CONDOMINIUM FEES

Orchards Bungalows  
Edmonton, Alberta

The condominium corporation raises the funds it requires to pay for common expenses (snow removal, insurance, reserve fund contributions, etc.) by adopting a budget and assessing condo fees to the owners of condominium units with substantially completed buildings.

In this project, the bylaws specify that each year's estimated common expenses shall be apportioned and assessed to all units equally (other than units which do not include a substantially completed building). Currently, 13 of the 20 condominium units contain substantially completed buildings.

Based on the currently adopted budget of **\$72,098**, monthly condominium fees are **\$462.20** per unit. As each building is substantially completed, the board of directors will review the budget. Purchaser of new condominium homes can expect monthly fees to be as above.

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