

SALES DISCLOSURE

SAGE HILL WEST

Calgary, AB

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

Sage Hill West
Phased Townhouse Condominium Project
Calgary, Alberta

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SECTION 2:	Condominium Plan (or proposed condominium plan) together with: <ul style="list-style-type: none">- the project site plan- model plans- Standard Insurable Unit Description and project specifications- a description of common property- phased development disclosure statement
SECTION 3:	Bylaws (or proposed Bylaws) of the condominium corporation;
SECTION 4:	Other Documents related to the purchase, namely: <ul style="list-style-type: none">- copy of land lease agreement (n/a)- proposed condominium management agreement- recreational agreement or proposed recreational agreement (none)- mortgage affecting titles transferred to purchaser (none)- mortgage affecting unit owned by condominium corporation (none)- home warranty insurance contract (common property)- original construction date & description of previous use of the building (n/a)- Alberta Building Code applicable at time of construction (n/a)- building assessment report or converted property study (n/a)- reserve fund report (n/a)- description of major retrofits to building in conversion (n/a)- 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 (n/a)- certificate of title- description of roads, utilities, services or delivery and distribution systems that are to be paid for by the corporation or are required to be repaired, maintained or replaced by the corporation;- statement re intent to re-divide bare land units (n/a)- description of other fees the developer will charge purchasers (none)
SECTION 5:	Budget documents, namely: <ul style="list-style-type: none">- the proposed budget for 1st year of operations- allocation of unit factors and estimated condominium fees- statement concerning maintenance/occupancy fees paid to developer during move-in stage (i.e. before board adopts condo fees)- estimate of changes in condo expenses due to phasing (none expected)

SECTION 1: PURCHASE AGREEMENT AND OCCUPANCY DATE STATEMENT

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

This document contains the terms of an agreement made between:

Sage Hill West Ltd.
#120, 10130 – 112 Street NW
Edmonton, AB T5K 2K4
legal@rohitgroup.com

and

presently of: _____

Telephone: _____

Email: _____

(the “Developer”)

(the “Purchaser”)

1. The Purchase

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

a) Model Type _____ to be built as Job No. _____ within Building No. _____;

Civic Address: _____;

Titled Parking Stall No. _____;

Legal Description: Condominium Plan No. _____ TBD _____, Unit(s) _____ TBD _____;

in a condominium project to be known as Sage Hill West located at Symons Valley Road NW and 144 Avenue NW in Calgary, AB; and

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

(collectively the “Unit”)

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

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

2. Payment

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

Purchase Price (not including GST) \$ _____

plus GST (calculated @ 5%) + _____

minus estimated GST rebate claimed through the Developer - _____

Total Purchase Price (including net GST) \$ _____

less deposit paid - _____

additional deposit (due on or before _____) - _____

Balance required to complete \$ _____

Value of Upgrades included in Purchase Price, exclusive of GST: \$ _____

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

Signed by the Purchaser in the presence of:

Witness:

Purchaser:

Purchaser:

Date Signed:

Signed by the Developer in the presence of:

Sage Hill West Ltd.

Witness:

Per:

Authorized Signatory

Date Signed:

3. Conditions

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

Condition Day: _____

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

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 has not removed any of the Purchaser's conditions set out in this agreement, within the specified times;
- c) the Developer has not removed its conditions set out in this agreement, within the specified times;
- d) the Purchaser cancels this agreement within 10 days as allowed by the ***Condominium Property Act***;
- e) the Developer has not obtained a building permit (for the building in which the Unit is located) within 18 months of the date the initial deposit was paid; or
- f) the Developer determines that the sales in the project are not meeting the Developer's expectations to the point where the project needs to be delayed indefinitely, substantially reconfigured or cancelled outright.

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 **Edward J. Davies of Parker Dubrule Szaszkievicz LLP (PDS Law)** of #202, 18332 Lessard Road 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 Unit and including the documents included in the Developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the use of the Unit. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

6. Material Changes

- 6.1 The Developer may not make material changes to the project unless it gives the Purchaser notice of the changes as required by section 13.1 of the **Condominium Property Act**.

7. Warranty

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

8. Closing Date and Possession

- 8.1 The Unit is part of a project with several phases. The Developer is entitled to delay construction of the Unit at its preference.
- 8.2 Notwithstanding paragraph 8.1, the Developer must ensure that the Unit is ready for occupancy within the range of dates set out in the Occupancy Date Statement.
- 8.3 Although the Developer cannot guarantee a possession date until construction is well underway, the Developer agrees to give the Purchaser 35 days written notice of the date the Unit will be ready for occupancy. That date will be the "**Closing Date**".
- 8.4 The Purchaser acknowledges that the Unit could be ready for occupancy even though certain seasonal items (exterior paint, concrete work, decks, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.
- 8.5 The Purchaser agrees to complete the purchase on or before the Closing Date.

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. The Transfer of Land and related closing documents will be delivered to the Purchaser's lawyer within a reasonable time before the Closing Date to allow for confirmation of registration of documents at the Land Titles Office. Each party will pay their own legal costs.

9. Transfer of Title (continued)

- 9.2 The Developer will ensure that title to the Unit will be free of all encumbrances except:
- a) those implied by law;
 - b) any non-financial encumbrances registered by neighbouring landowners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters; and
 - c) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process.
- 9.3 The Developer is responsible for property taxes, condominium fees and other such charges which have accrued up to the Closing Date. The Purchaser is responsible for any such charges accruing from the Closing Date onwards. The final amount due to the Developer will be adjusted slightly (up or down) so that any prepaid or unpaid amounts are allocated to the proper party. Adjustments shall be based on the best information available at the time of closing. No re-adjustments shall occur post-closing for any reason.
- 9.4 In accordance with section 20.02 of the **Condominium Property Regulation**, if the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer 80% of the proposed condominium fees (as shown in the Developer's disclosure package) to help cover project management costs such as utilities, snow removal, insurance, etc. ("**Maintenance Fees**"). Maintenance Fees may be collected via post-dated cheques, automatic withdrawals, lump sum payments, etc. at the Developer's sole discretion.
- 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 Developer 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%. The Developer may, upon notice, use any other remedies available to it arising from the Purchaser's failure to complete the purchase.
- 9.7 The Developer confirms that it is a resident of Canada. Non-resident holdbacks do not apply.

10. Purchaser's Interest Caveat

- 10.1 The Purchaser shall not file a caveat in respect of this agreement against the Unit. If such caveat is filed, the Developer may terminate this agreement, rendering it null and void and of no further force and effect and the Developer shall be entitled to retain all monies paid hereunder on account of liquidated damages and not as a penalty.

11. Notices

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

12. Goods & Services Tax

- 12.1 The Purchase Price of the Unit includes net GST. In other words, the Developer will pay the GST arising from the sale if the Purchaser assigns the New Housing Rebate to the Developer. If the Purchaser is not entitled to the New Housing Rebate the Purchaser will:
- a) pay the Developer an amount equal to the Rebate which would otherwise have been paid;
 - b) be free to claim any GST rebates available to owners of rental properties.
- 12.2 If the GST applicable to this transaction changes, the final amount payable to the Developer will be adjusted so that the Purchaser pays the actual amount of GST required.

13. Assignment of Purchaser's Interest

- 13.1 The Purchaser agrees not to assign this agreement or their interest herein, in whole or in part without first obtaining the written consent of the Developer, which may be unreasonably or arbitrarily withheld. In the event the Developer consents to such assignment, the Developer's consent shall be conditional on the Purchaser obtaining from the assignee for the benefit of the Developer, an agreement to be bound by all the terms, conditions and covenants of the Purchaser contained in this agreement. No assignment shall relieve the Purchaser of his obligations hereunder.

14. Miscellaneous

- 14.1 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.
- 14.2 The parties agree to deal fairly with each other concerning resolution of disputes. If direct resolution of a dispute is not achieved, the parties agree to use the mediation services offered by the Alberta New Home Warranty Program. The parties may initiate, but may not pursue, other forms of dispute resolution unless the mediation process has been unsuccessful.
- 14.3 The Developer is allowed to forward the Purchaser's contact information to various parties directly connected with this transaction, including material suppliers, subtrades, warranty provider, lenders, lawyers, and anyone else who needs the Purchaser's contact information to carry out their part of the transaction.
- 14.4 On marketing materials, Unit sizes have been estimated using standards developed for rental buildings (i.e. Unit areas include all of exterior walls, half of party walls, nothing for garages or Unit's share of common property). On the registered condominium plan, Unit sizes are likely to be based on interior measurements only.
- 14.5 The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this agreement.
- 14.6 This agreement is governed by the laws of the Province of Alberta, without regard to conflict of law principles that would require the application of the laws of another jurisdiction. Subject to paragraphs 7.3 and 14.2, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta.

15. Entire Agreement

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

OCCUPANCY DATE STATEMENT

Sage Hill West
Calgary, Alberta

This document supplements a condominium purchase agreement between Sage Hill West Ltd. and _____ concerning the purchase of:

a) Model Type _____ to be built as Job No. _____ within Building No. _____;

Civic Address: _____;

Titled Parking Stall No. _____;

Legal Description: Condominium Plan No. _____ TBD _____, Unit(s) _____ TBD _____;

in a condominium project to be known as Sage Hill West located at Symons Valley Road NW and 144 Avenue NW in Calgary, AB; and

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

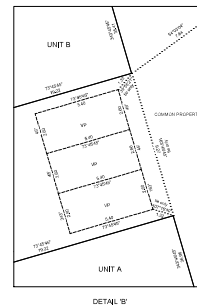
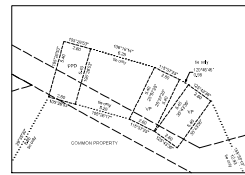
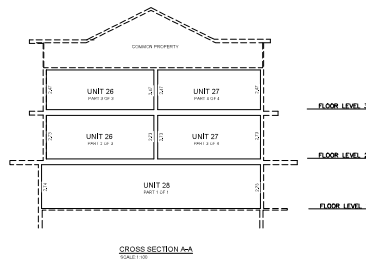
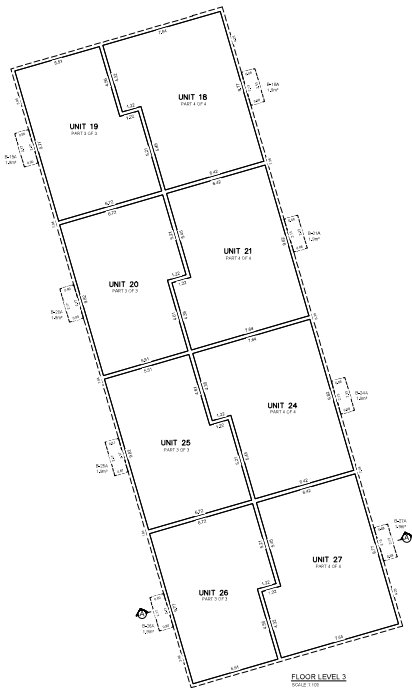
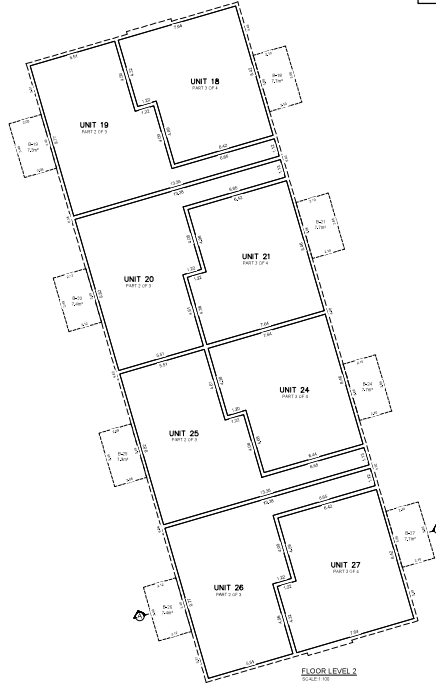
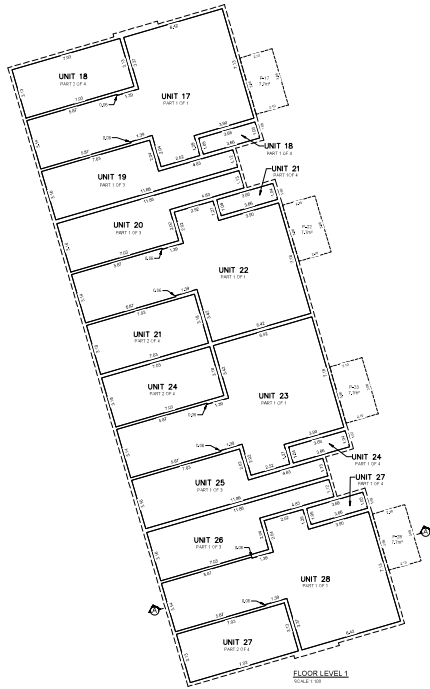
As specified in paragraph 8.3 of the referenced purchase agreement, the Developer cannot guarantee a possession date until construction is well underway. For the purposes of section 12(1)(k) of the **Condominium Property Act** and section 20.08 of the **Condominium Property Regulation**, the Developer confirms that the Unit will be ready for occupancy by the Purchaser(s) within the following range of dates:

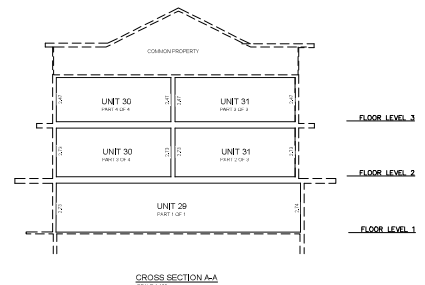
Earliest possible calendar date: **SEPTEMBER 1, 2025**

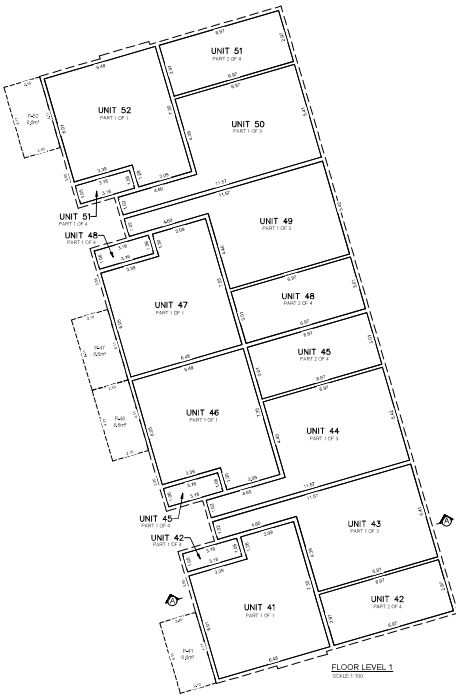
Latest possible calendar date: **AUGUST 31, 2031**

Purchaser(s) Initials

SECTION 2: CONDOMINIUM PLAN

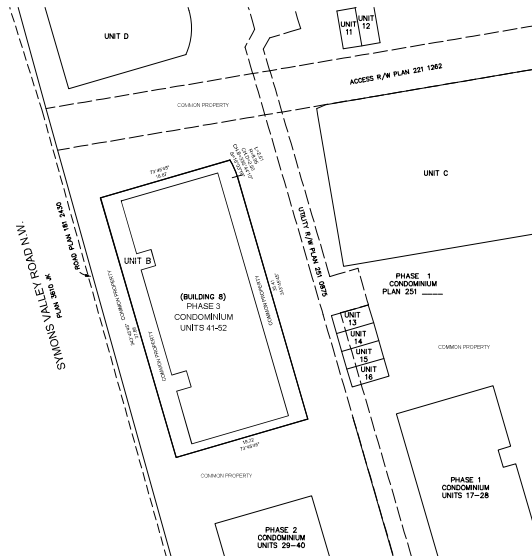






BLDG R (TYPE)	SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Area (m ²)
CEDAR		41	52	43.0
FEN		42	91	137.3
BIRCH		43	91	137.3
BIRCH		44	91	137.4
FEN		45	91	138.1
CEDAR		46	52	43.2
CEDAR		47	52	43.2
FEN		48	91	138.1
BIRCH		49	91	137.4
BIRCH		50	91	136.4
FEN		51	91	137.3
CEDAR		52	52	43.0
TOTAL			556	

UNIT FACTORS FOR UNITS 41-52 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.



NOTE: FOR ANY ENDORSEMENT, REGISTRATION, MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CDS) WHICH HAS BEEN ADDED TO PLAN 251. PURSUANT TO THE CONDOMINIUM PROPERTY REGULATION.

REGISTRAR: LAND TITLES OFFICE

PLAN NO. _____

PHASE 3 ENTERED AND REGISTERED ON _____

INSTRUMENT NO. _____

A.D. REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT OF UNIT B AND 936/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 251 _____

WITHIN N.W. 1/4 Sec. 31, Twp. 25, Rge. 1, W. 5 M.

SCALE: 1:250

BY: NATHAN PRINS, A.L.S. 2025

LEGEND

Distances shown are in metres and decimals thereof. Distances shown on curved boundaries are Arc distances. Stationary Run Points are shown thus: found, placed or marked "POT". Area referred to by this plan contains 0.077 ha, and is outlined thus: .

Geo-Reference Point shown thus: . Bearings are Grid and derived from GPS Observations. The Coordinate System used for this plan is: Datum: North American Datum 1983; Projection: Transverse Mercator; Reference Meridian: 114° West Longitude; Combined Scale Factor: 0.999703; Geo-Referenced point is: CHOOSE TYPE: . Grid Coordinate: N, E.

Unit Numbers are shown thus: UNIT 41, UNIT 42, etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines.

Areas and internal dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements.

Cross section views are examples only and do not show all building heights within all units. Balcony and Patio areas designated P-1 to P-4, S-1 to S-4, and S-5, respectively, are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions

The boundaries of Unit 41-52 are as described in Section 9 (1) of the Condominium Property Act. All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus:

POST TENSION CABLE

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

ABBREVIATIONS

ASCM	Alberta Survey Control Master	L	Lot Length
N	North	ha	Hectare
N	North	m	Metre
Sec.	Section	RP	Geo-Referenced Point
Tran.	Transverse	R	Radius
Rph.	Range	CHD	Chord Distance
M	Metric	CHS	Chord Bearing
R/W	Right-of-Way		
R	Radius		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF JANUARY 30, 2025 AND _____ 2024 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEY ACT.

REGISTERED OWNER

NAME: CITY OF CALGARY

FILE NO. _____

DATE APPROVED: _____

PLANS VERSION

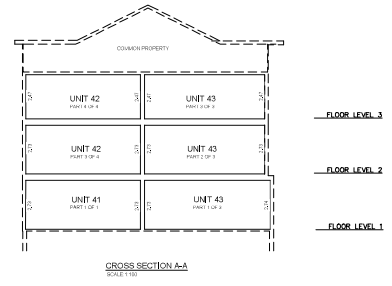
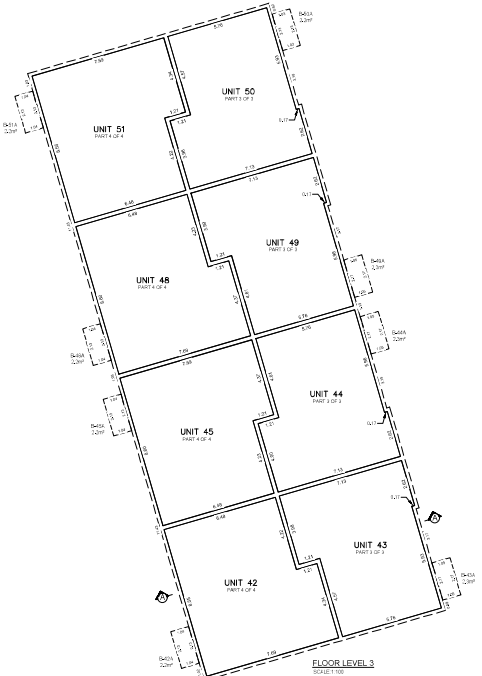
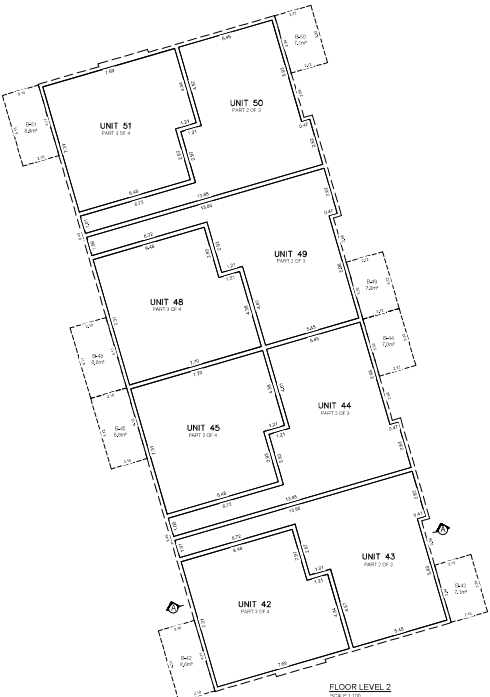
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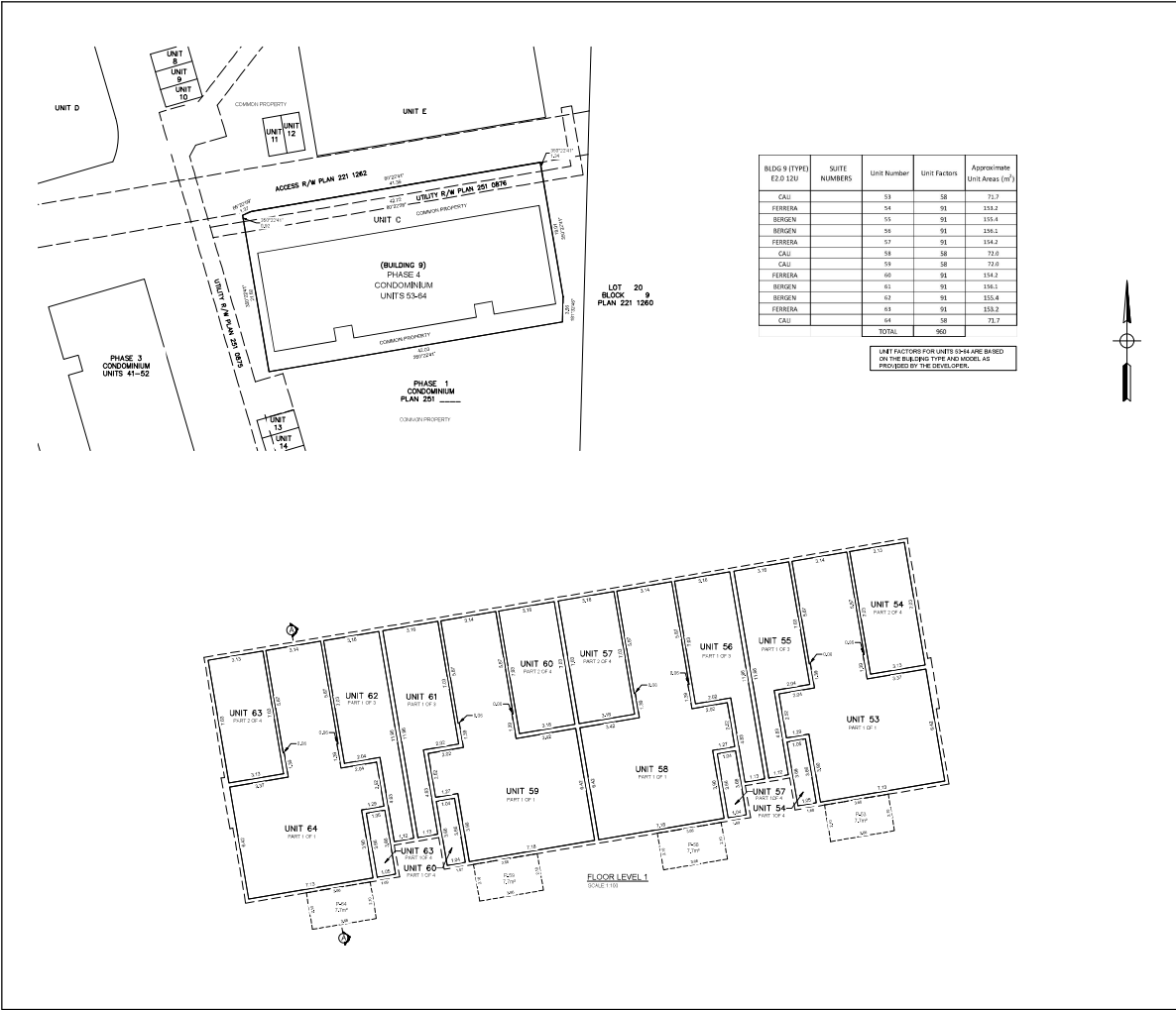
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Revision Drawing File: GP-101-OP-102

Revised on: 2025-07-09

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z6 409-207-0303 File: 21-1985C2-01





BLDG 9 (TYPE) E7.0 12U	SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Area (m ²)
CAU		53	58	71.7
FERRERA		54	91	133.2
BERGEN		55	91	133.2
BERGEN		56	91	133.2
FERRERA		57	91	133.2
CAU		58	58	71.7
CAU		59	58	71.7
FERRERA		60	91	133.2
BERGEN		61	91	133.2
BERGEN		62	91	133.2
FERRERA		63	91	133.2
CAU		64	58	71.7
		TOTAL		960

UNIT FACTORS FOR UNITS 53-64 ARE BASED
ON THE BUILDING TYPE AND MODEL AS
PROVIDED BY THE DEVELOPER.

NOTE

FOR ANY ENDORSEMENT, REGISTRATION,
MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT
IS TO BE MADE ON THE PLAN, PLEASE SEE THE
CONDOMINIUM ADDITIONAL SHEET (CDS) WHICH HAS
BEEN ADDED TO PLAN 251. PURSUANT TO THE
CONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PLAN NO. _____

PHASE 4 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO. _____

A.D. REGISTRAR

SHEET 1 OF 2

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT
OF
UNIT C AND 960/10,000 UNDIVIDED
SHARES IN THE COMMON PROPERTY
IN CONDOMINIUM PLAN 251

WITHIN
N.W. 1/4 Sec. 31, Twp. 25, Rge. 1, W. 5 M.

SCALE: 1:250

BY: NATHAN PRINS, A.L.S. 2025

LEGEND

Difference shown are in metres and decimals thereof.
Distances shown are curved boundaries are Arc distances.
Stationary Run Points are shown thus: found, placed or marked "POT"

Area referred to by this plan contains
0.0000 m² and is undivided.

Geo-Reference Point shown thus:
Bearing are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999970
Geo-Referenced point is -CHOOSE TYPE-
Grid Coordinate
N
E

Unit Numbers are shown thus: UNIT 53, UNIT 54 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular
to boundary lines.

Areas and internal dimensions are an approximate indication of unit size as derived from
Architectural plans, and confirmed by field measurements.

Cross section views are examples only and do not show all building heights within all units.

Battery and Photo areas designated P-43 etc., S-545, S-546 etc., respectively are exclusive use
Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the
Condominium Property Act.

Boundary Definitions
The boundaries of Unit 53-64 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus:

POST TENSION CABLE

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

ABBREVIATIONS

ASCM	Alberta Survey Control Master	As Length	As Length
N	North	ha	Hectare
N	North	m	Metre
S	Section	RP	Geo-Referenced Point
T	Township	R	Capital Angle of Curve
R	Range	CHD	Chord Distance
M	Metric	CHS	Chord Bearing
RW	Right-of-Way		
R	Radius		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF JANUARY 30, 2025 AND _____ 2024 IN
ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

REGISTERED OWNER

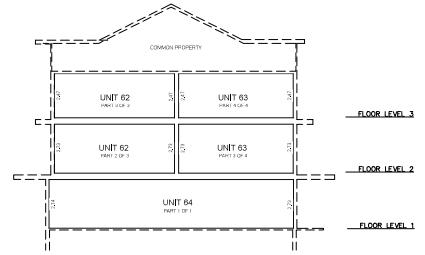
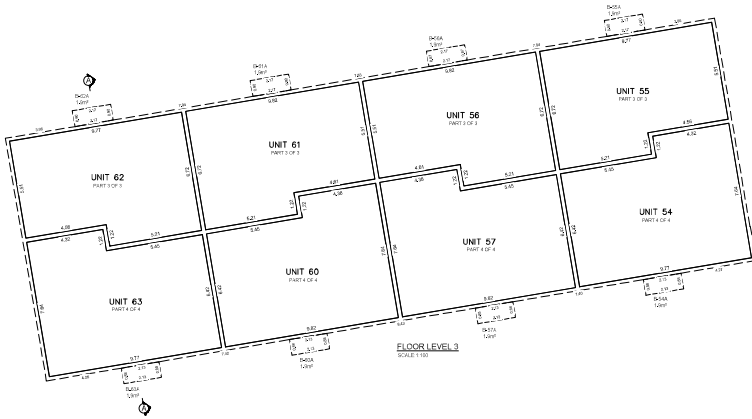
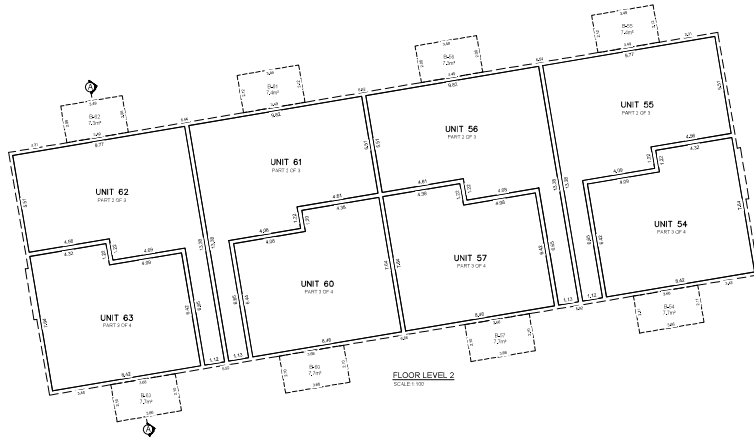
NAME: CITY OF CALGARY

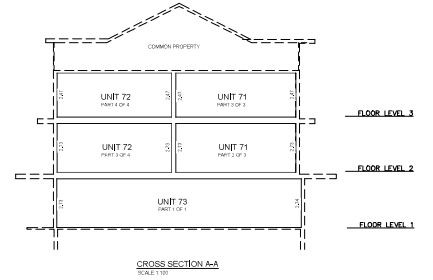
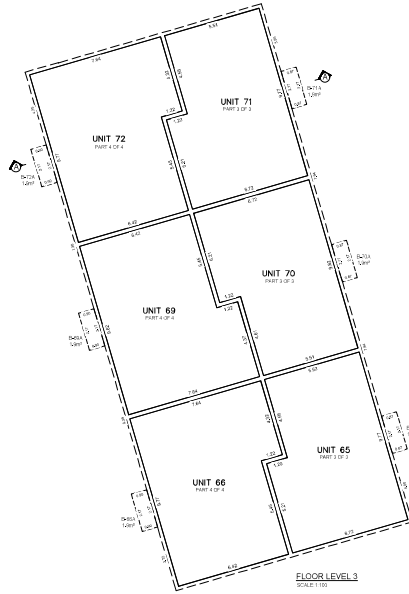
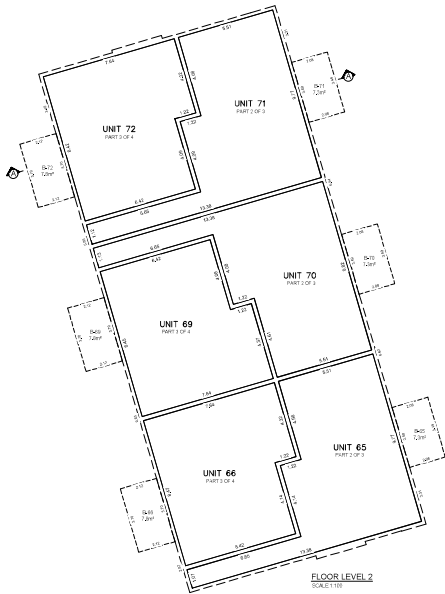
FILE NO. _____

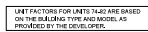
DATE APPROVED: _____

PLANSET VERSION

This plan has been prepared in accordance with:
Drawing File: 2517-100N-25-MASTER File: 2517-100N-25-MASTER
Revised on: 2024-10-14
Revision Drawing File: 02-105-DR-100
Revised on: 2023-07-06



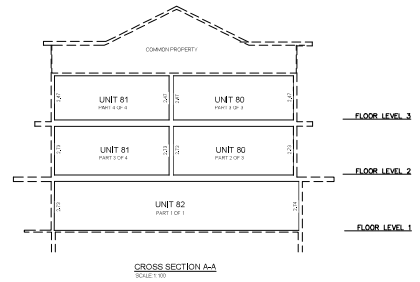
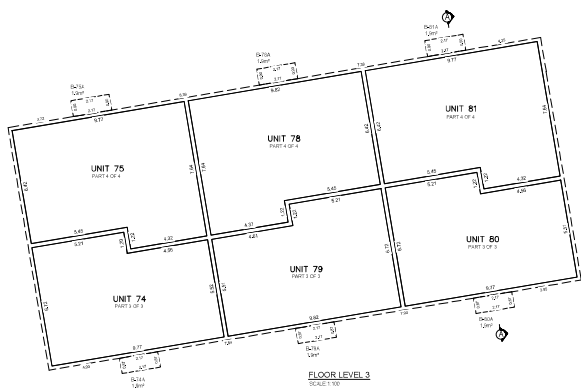
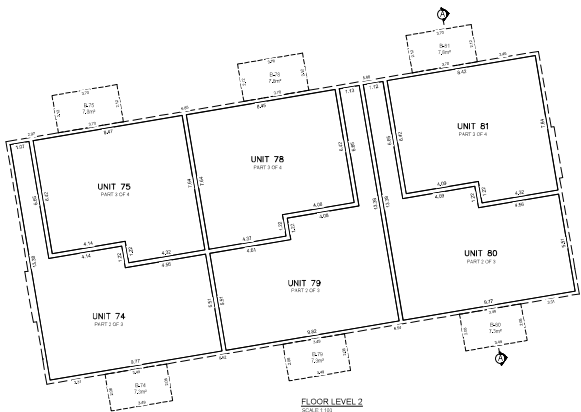


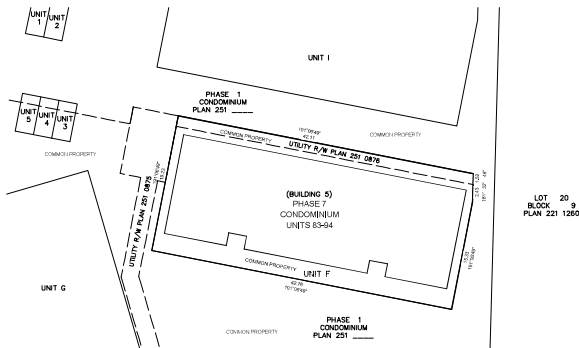


UNIT FACTORS FOR UNITS 74-82 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.

NOTE FOR ANY ENDORSEMENT, REGISTRATION, MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE USE THE CONDOMINIUM ADDENDUM SHEET (CS) WHICH HAS BEEN ADDED TO PLAN 25. PURSUANT TO THE CONDOMINIUM PROPERTY REGULATION.	REGISTRAR LAND/TITLE OFFICE PLAN NO. _____ PHASE # ENTERED AND REGISTERED ON: _____ INSTRUMENT NO.: _____ A.D. REGISTRAR	SHEET 1 OF 2
--	---	---------------------

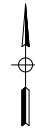






BLDG 5 (TYPE) E7.0 L2U	SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Area (m ²)
CAU		88	58	71.7
FERRERA		84	91	133.2
BERGEN		85	91	135.4
BERGEN		86	91	136.1
FERRERA		87	91	134.2
CAU		88	58	71.7
CAU		89	58	71.6
FERRERA		90	91	134.2
BERGEN		91	91	136.1
BERGEN		92	91	135.4
FERRERA		93	91	133.2
CAU		94	58	71.7
		TOTAL	560	

UNIT FACTORS FOR UNITS 84-94 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.



TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT

OF UNIT F AND 960/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 251

WITH
N.W.1/4 Sec.31, Twp.25, Rge.1, W. 5 M.

SCALE: 1:250

BY: NATHAN PRINS, A.L.S.

2025

LEGEND

Dashed lines are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Stationary Run Points are shown thus: found, placed or marked "POT".
Area referred to by this plan contains
DIRECTLY and is indicated thus:
Geo-Reference Point shown thus:
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999703
Geo-Referenced point is <CHOOSE TYPE>
Grid Coordinate
N
E

Unit Numbers are shown thus: UNIT 28, UNIT 30 etc.
All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines.
Areas and internal dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements.
Cross section views are examples only and do not show all building heights within all units.
Balkony and Patio areas designated P-43 etc., Bal., Bal.A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.
Boundary Definitions
The boundaries of Unit 82-94 are as described in Section 9 (1) of the Condominium Property Act
All areas not designated as part of a unit are part of common property.
1) where walls exist shown thus:

POST-TENSION CABLE

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

ABBREVIATIONS

ASCM	Alberta Survey Control Master	Av. Length	Av. Length
N	North	ha	Hectare
N	North	m	Metre
Sec.	Section	RP	Geo-Referenced Point
Y-axis	Y-axis	R	Radius of Curve
Rph.	Range	CHD	Chord Distance
M	Metric	CHS	Chord Bearing
RW	Right-of-Way		
R	Radius		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.
SURVEYED BETWEEN THE DATES OF JANUARY 30, 2025 AND _____ 2024 IN
ACCORDANCE WITH THE PROVISIONS OF THE SURVEY ACT.

REGISTERED OWNER

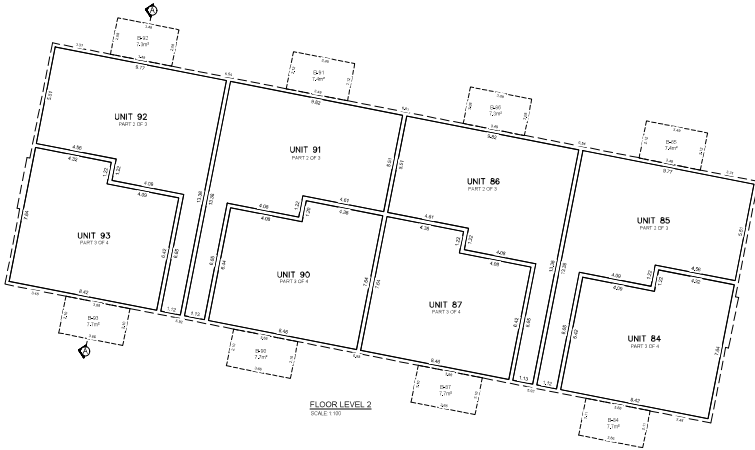
NAME: CITY OF CALGARY

FILE NO. _____

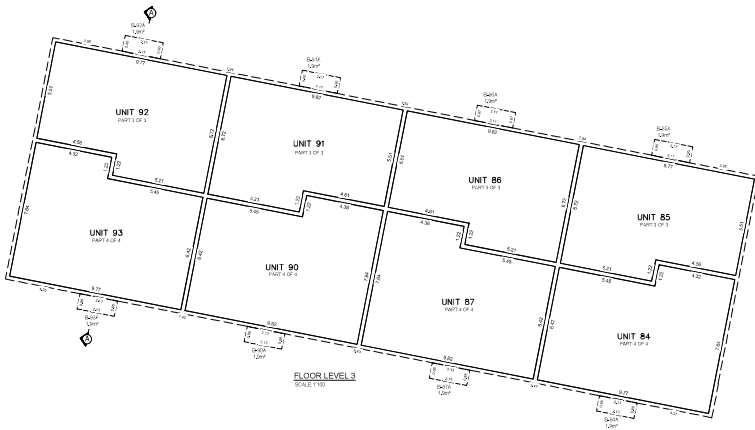
DATE APPROVED: _____

PLANSET VERSION

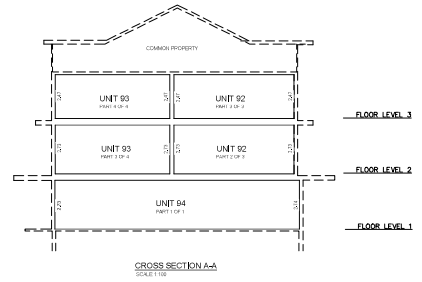
This plan has been prepared in accordance with:
Drawing File: 2517_2024-25_MASTER File: 2024-25_25_MM
Revised on: 2024-11-14
Revision Drawing File: 05-105-DR-100
Revised on: 2023-07-06



FLOOR LEVEL 2
SCALE 1:100



FLOOR LEVEL 3
SCALE 1:100



CROSS SECTION A-A
SCALE 1:100



UNIT FACTORS FOR UNITS 95-106 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.



ABBREVIATIONS

ASCM	Alberta Survey Control Marker	L	Arc Length
N	North	ha	Hectare
N	Nad	Matrix	
Sec.	Section	RP	Geo-Referenced Point
Twp.	Township	Δ	Central Angle of Curve
Rge.	Range	CH.D	Chord Distance
M	Meridian	CH.B	Chord Bearing
R/W	Right-of-Way		
R	Radius		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.
SURVEYED BETWEEN THE DATES OF JANUARY 30, 2020 AND _____ 2024
ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

REGISTERED OWNERS

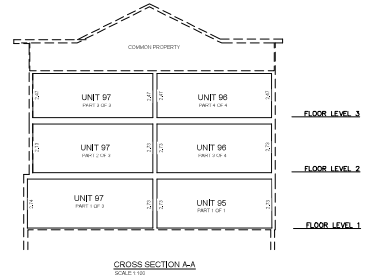
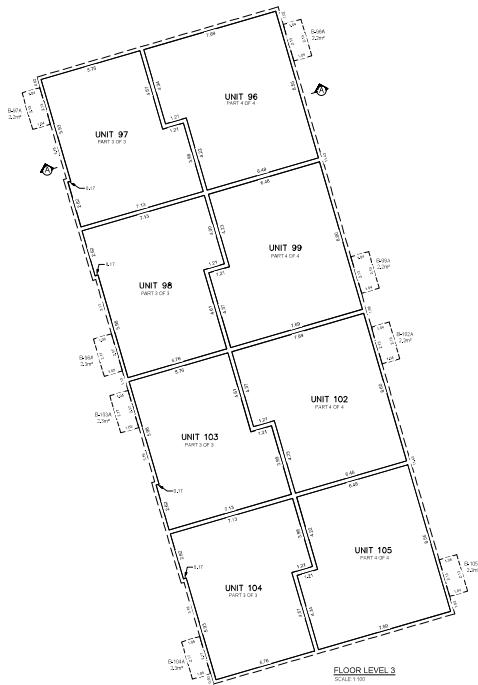
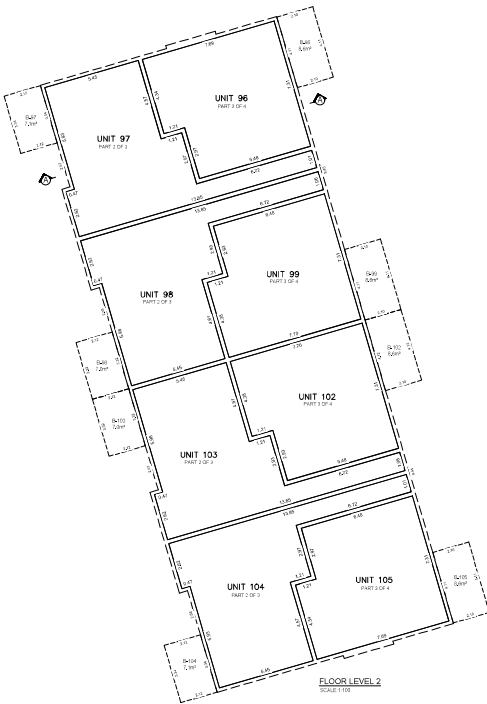
SAGEHILL WEST LTD.

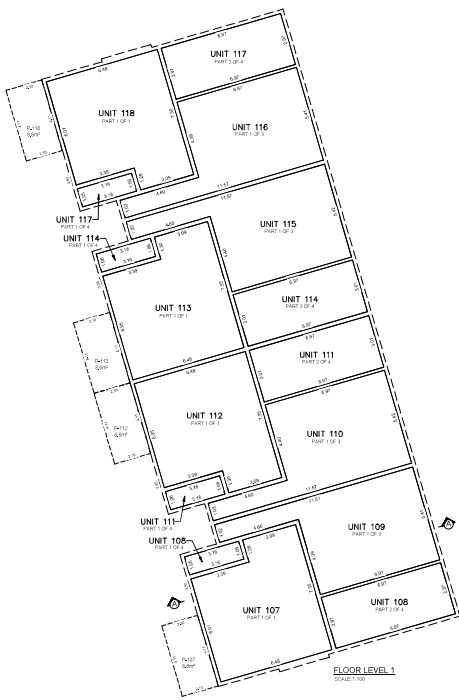
SUBDIVISION AUTHORITY

NAME: CITY OF CALGARY
FILE NO.:
DATE APPROVED:

PLANSET VERSION

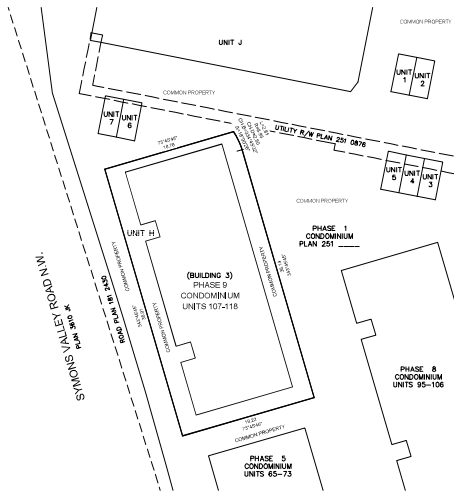
This plan has been prepared in accordance with:
Drawing File: 23.71_ROH-SH_MASTER FILE_2024.09.26_MW
Received on: 2024 10 04
Revision Drawing File: DP_101-DP_102
Received on: 2025 07 09





BLDG 3 (TYPE)	SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Area (m ²)
CEDAR		107	52	43.0
FEN		108	91	137.3
BIRCH		109	91	137.3
BIRCH		110	91	137.3
FEN		111	91	137.3
CEDAR		112	52	43.0
CEDAR		113	52	43.0
FEN		114	91	137.3
BIRCH		115	91	137.3
BIRCH		116	91	137.3
FEN		117	52	43.0
CEDAR		118	52	43.0
TOTAL			556	

UNIT FACTORS FOR UNITS 107-118 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.



NOTE
FOR ANY ENDORSEMENT, REGISTRATION, MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CDS) WHICH HAS BEEN ADDED TO PLAN 251. PURSUANT TO THE CONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE
PLAN NO. _____
PHASE 9 ENTERED AND REGISTERED ON _____
INSTRUMENT NO. _____
A.D. REGISTRAR

SHEET 1 OF 2

TENTATIVE
CITY OF CALGARY, ALBERTA
PLAN SHOWING SURVEY OF
PHASED CONDOMINIUM DEVELOPMENT
OF
UNIT H AND 936/10,000 UNDIVIDED
SHARES IN THE COMMON PROPERTY
IN CONDOMINIUM PLAN 251
WITHIN
N.W. 1/4 Sec. 31, Twp. 25, Rge. 1, W. 5 M.

SCALE: 1:250
BY: NATHAN PRINS, A.L.S. 2025

LEGEND
Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Stationary Ben Marks are shown thus: found, placed or marked "POT" or "GTT" etc. and is defined thus:
Geo-Reference Point shown thus: Bearings are Grid and derived from GPS Observations.
The Coordinate System used for this plan is:
Datum: North American Datum 1983
Projection: Transverse Mercator
Reference Meridian: 114° West Longitude
Combined Scale Factor: 0.999703
Geo-Reference point is: <CHOOSE TYPE>
Grid Coordinate: N, E.
Unit Numbers are shown thus: UNIT 107, UNIT 108 etc.
All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines.
Areas and internal and dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements.
Cross section views are examples only and do not show all calling heights within all units.
Bakery and Patio areas designated P-107 etc., B-108, B-109A etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 55 of the Condominium Property Act.
Boundary Definitions:
The boundaries of Unit 107-118 are as described in Section 9 (1) of the Condominium Property Act.
All areas not designated as part of a unit are part of common property.
1) where walls exist shown thus:

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

ABBREVIATIONS

ASCM	Alberta Survey Control Master	As	As Length
N	North	ha	Hectare
N	North	m	Metre
Sec.	Section	RP	Geo-Referenced Point
Twp.	Township	S	Central Angle of Curve
Rph	Range	CHD	Chord Distance
M	Metric	CHS	Chord Bearing
BNW	Right-of-Way		
R	Radius		

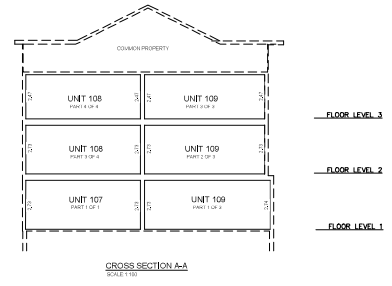
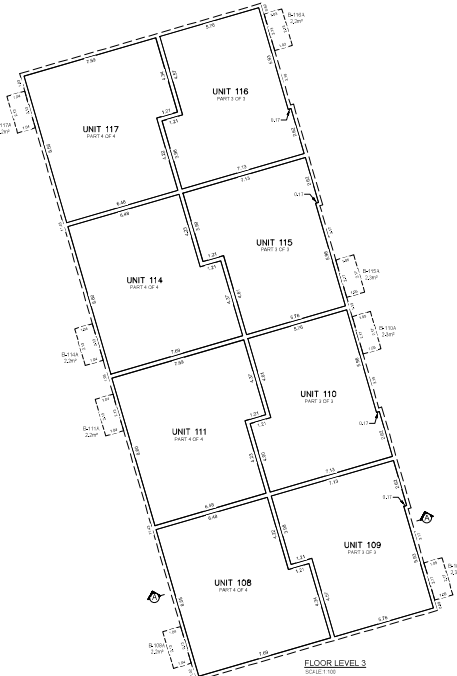
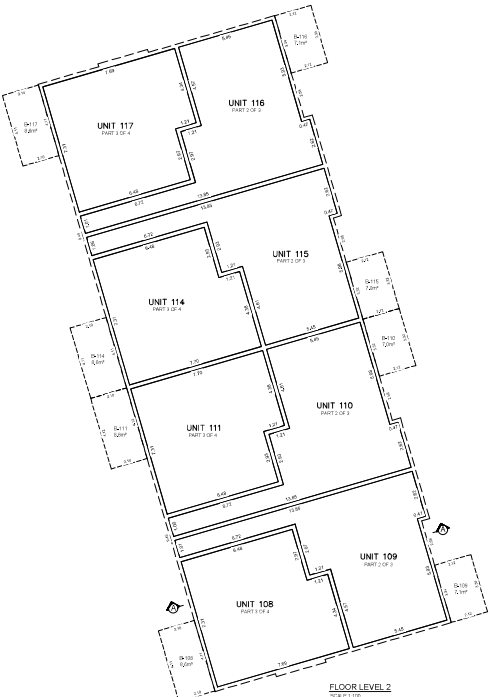
SURVEYOR
NAME: NATHAN PRINS, A.L.S.
SURVEYED BETWEEN THE DATES OF JANUARY 30, 2025 AND _____ 2024 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEY ACT.

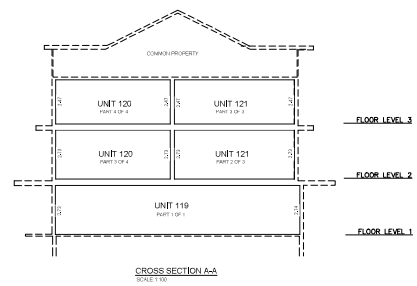
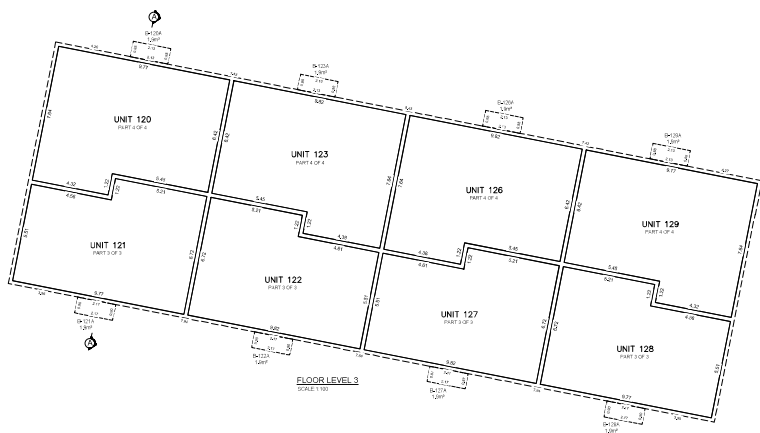
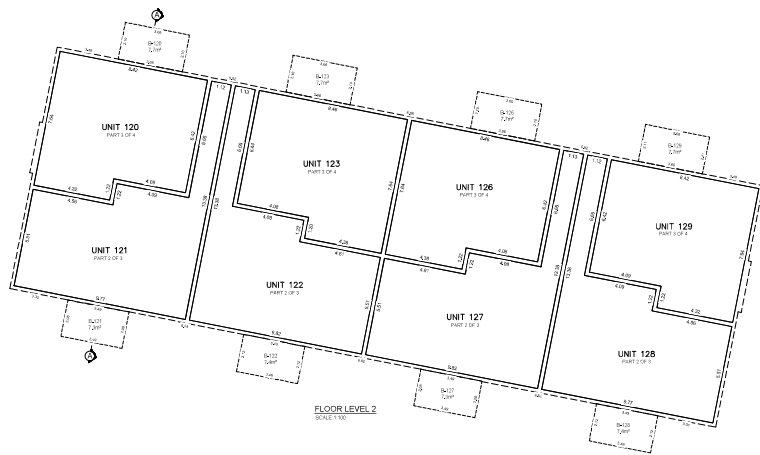
REGISTERED OWNER
NAME: _____
DATE: _____

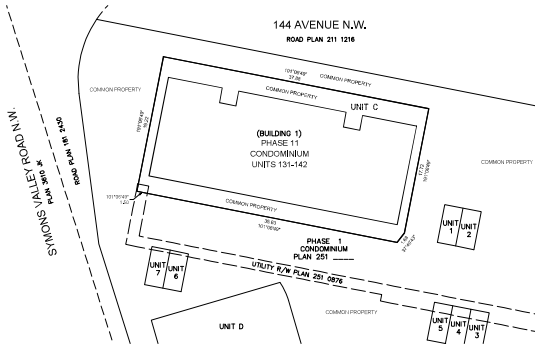
SUBDIVISION AUTHORITY
NAME: CITY OF CALGARY
FILE NO. _____
DATE APPROVED: _____

THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH:
DRAWING FILE: 25171_RGN-39_MASTER_FIL_2024.08.28_JRM
REVISION: 2024.05.04
REVISION DRAWING FILE: 25171-01-01-01
REVISION: 2024.05.04

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z5 409-257-0303 File: 21-198524-11







BLDG 1 (TYPE)	SUITE NUMBERS	Unit Number	Unit Factors	Approximate Unit Area (m ²)
CEDAR		135	52	43.0
FEN		132	91	137.3
BIRCH		133	91	136.4
BIRCH		134	91	137.4
FEN		135	91	138.1
CEDAR		136	52	43.2
CEDAR		137	52	43.2
FEN		138	91	138.1
BIRCH		139	91	137.4
BIRCH		140	91	136.4
FEN		141	91	137.3
CEDAR		142	52	43.0
		TOTAL	556	

UNIT FACTORS FOR UNITS 131-142 ARE BASED ON THE BUILDING TYPE AND MODEL AS PROVIDED BY THE DEVELOPER.



TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF PHASED CONDOMINIUM DEVELOPMENT

OF UNIT J AND 936/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 251

WITHIN N.W.1/4 Sec.31, Twp.25, Rge.1, W. 5 M.

SCALE: 1:250

BY: NATHAN PRENS, A.L.S.

LEGEND

Dashed lines are in metres and decimals thereof. Distances shown on curved boundaries are Arc distances. Stationary Run Points are shown thus: Area referred to by this line contains 0.077 ha and is undivided thus:

Geo-Reference Point shown thus: Bearings are Grid and derived from GPS Observations. The Coordinate System used for this plan is: Datum - North American Datum 1983 Projection - 2° Transverse Mercator Reference Meridian - 114° West Longitude Combined Scale Factor - 0.999703 Geo-Reference point is - CHOOSE TYPE - Grid Coordinate N, E.

Unit Numbers are shown thus: UNIT 131, UNIT 132 etc. All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines. Areas and internal dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements. Cross section views are examples only and do not show all building heights within all units. Bakery and Patio areas designated B-131 etc., B-132, B-133 etc., respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 55 of the Condominium Property Act.

Boundary Definitions: The boundaries of Unit 131-142 are as described in Section 9 (1) of the Condominium Property Act. All areas not designated as part of a unit are part of common property. 1) where walls exist shown thus:

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

ABBREVIATIONS

ASCM Alberta Survey Control Master L Arc Length N North ha Hectare S Section RP Geo-Referenced Point SW Section B Capital Angle of Curve Rph Range CHD Chord Distance M Meridian CHB Chord Bearing RW Right-of-Way R Radius

SURVEYOR

NAME: NATHAN PRENS, A.L.S. SURVEYED BETWEEN THE DATES OF JANUARY 30, 2020 AND 2024 IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

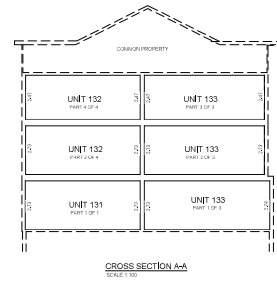
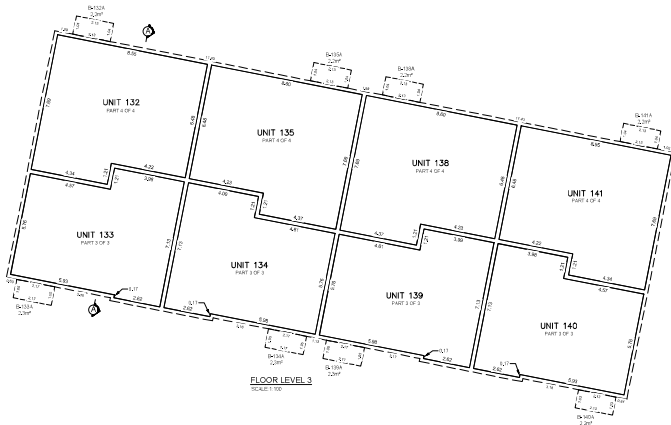
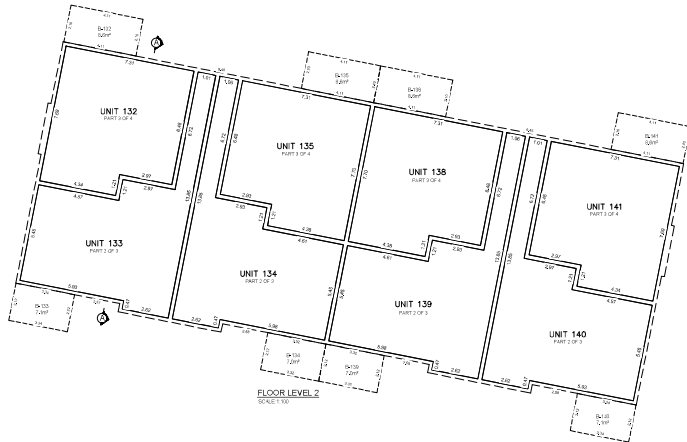
REGISTERED OWNER

NAME: NATHAN PRENS, A.L.S.

SUBDIVISION AUTHORITY

NAME: CITY OF CALGARY FILE NO. DATE APPROVED: This plan has been prepared in accordance with Drawing File: 25171_RGN-39_MASTER.FLB_2024.08.28_JRM Received on: 2024-08-04 Revision Drawing File: CIP-101-OP-102 Received on: 2023-07-09

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z6 409-257-0303 File: 21-19862-1



SAGE HILL

Site Map



LEGEND

- | | | | |
|---|---|--|--|
| Essential 1.5 Models | Essential 2.0 Models | ● Residential Parking Stall | ● Designated Mail Delivery Parking Stall |
| ▶ Birch | ▶ Bergen | ● Visitor Parking Stall | Community Mail Box |
| ▶ Cedar | ▶ Cali | ● Barrier Free Parking Stall | |
| ▶ Fen | ▶ Ferrera | ● Water Meter Location in Den Closet | |

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimately built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of September 24, 2023.

RohitTM
HOMES | Bold Goes Further

The

BERGEN

Bold Designer
Townhomes

3 Bed

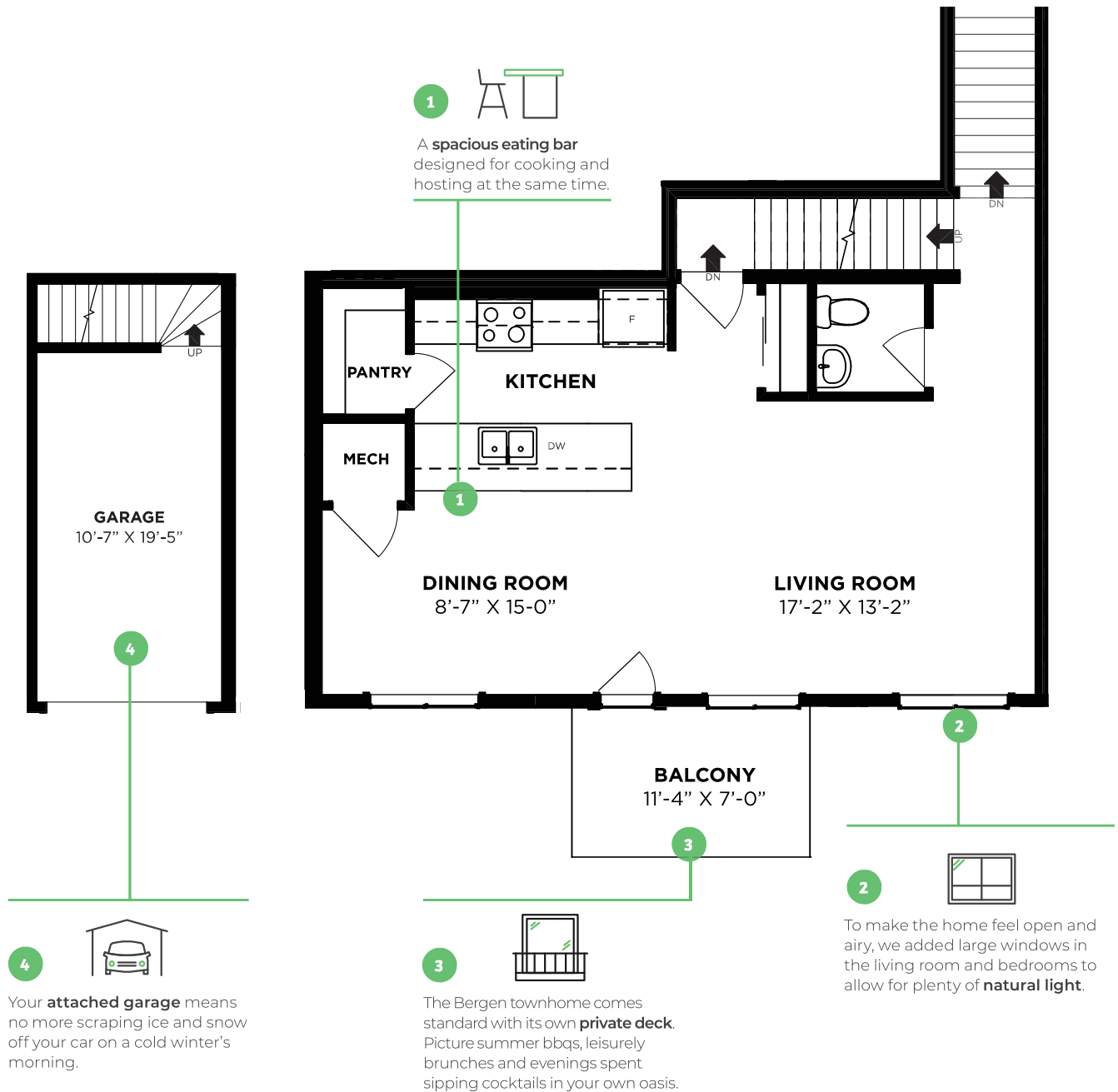
2.5 Bath

1495 sq ft

Main Floor Features

797 SQ FT

9FT CEILING



RohitTM
HOMES | Bold Goes Further

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimate built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of April 23, 2024.

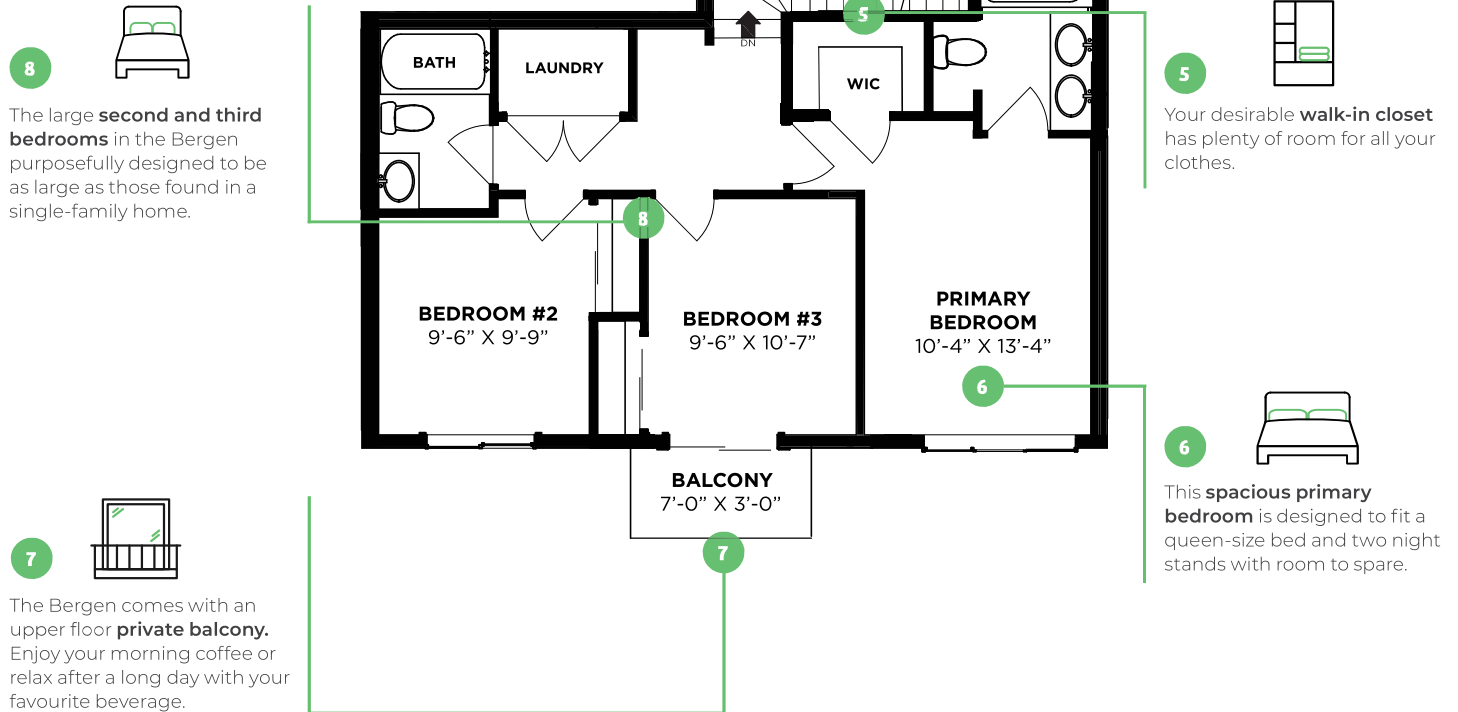
The BERGEN

Bold Designer Townhomes

3 Bed
2.5 Bath
1495 sq ft

Upper Floor Features

698 SQ FT



The BIRCH

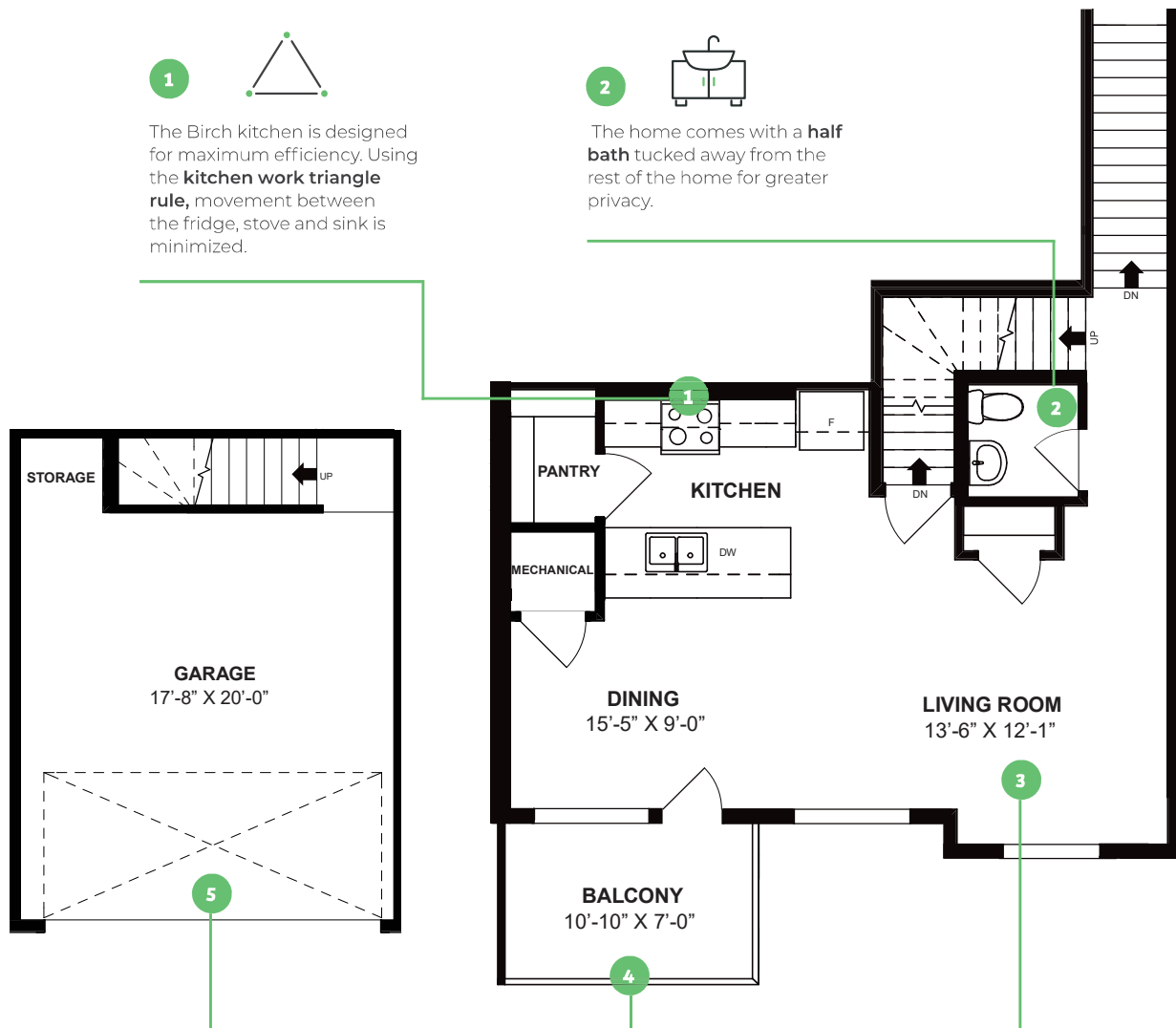
Bold Designer
Townhomes

3 Bed
2.5 Bath
1341 sq ft

Main Floor Features

706 SQ FT

9FT CEILING



1



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

2



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

3



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

4



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

5



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

RohitTM
HOMES | Bold Goes Further

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimately built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of April 23, 2024.

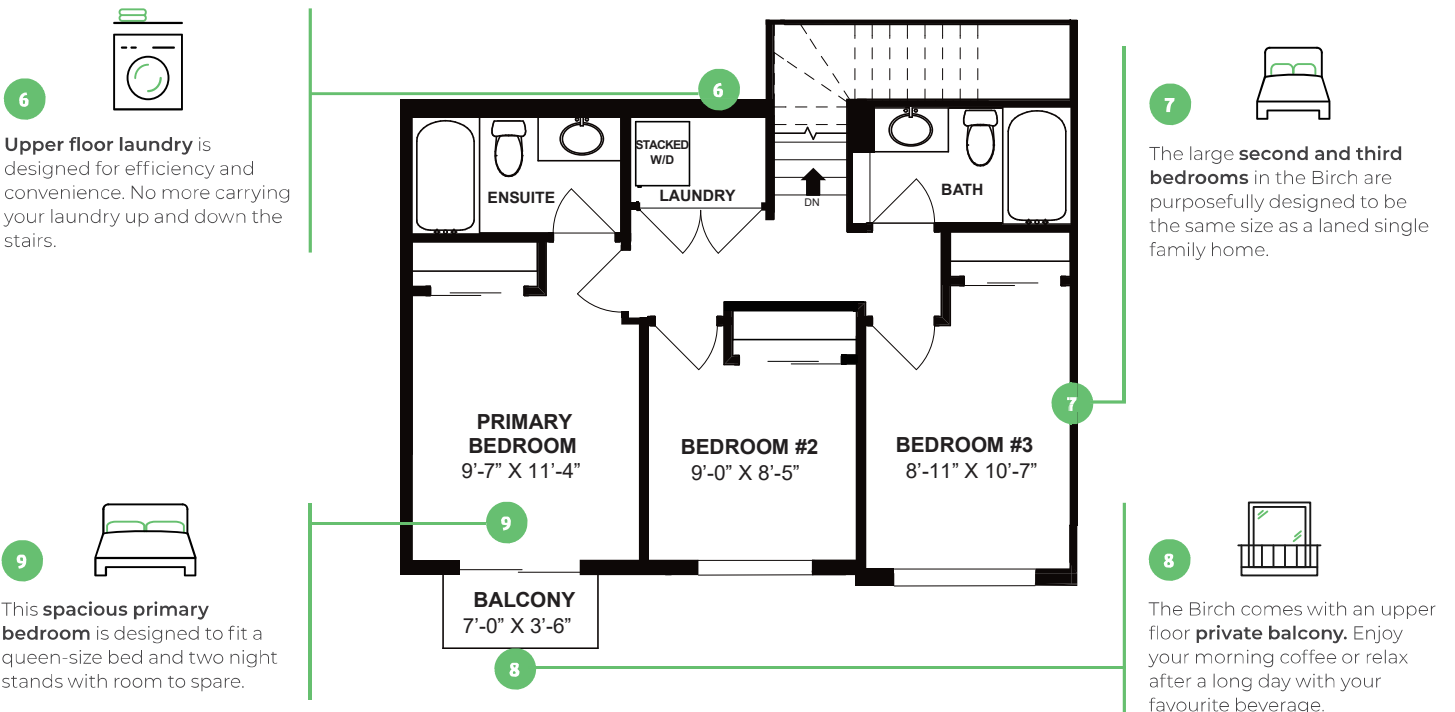
The BIRCH

Bold Designer
Townhomes

3 Bed
2.5 Bath
1341 sq ft

Upper Floor Features

635 SQ FT



RohitTM
HOMES | Bold Goes Further

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimate built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of April 23, 2024.

The CALI

Bold Designer Townhomes

1 Bed + Den

1 Bath

618 sq ft

Key Features

GARAGE

9FT CEILING

1



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

5

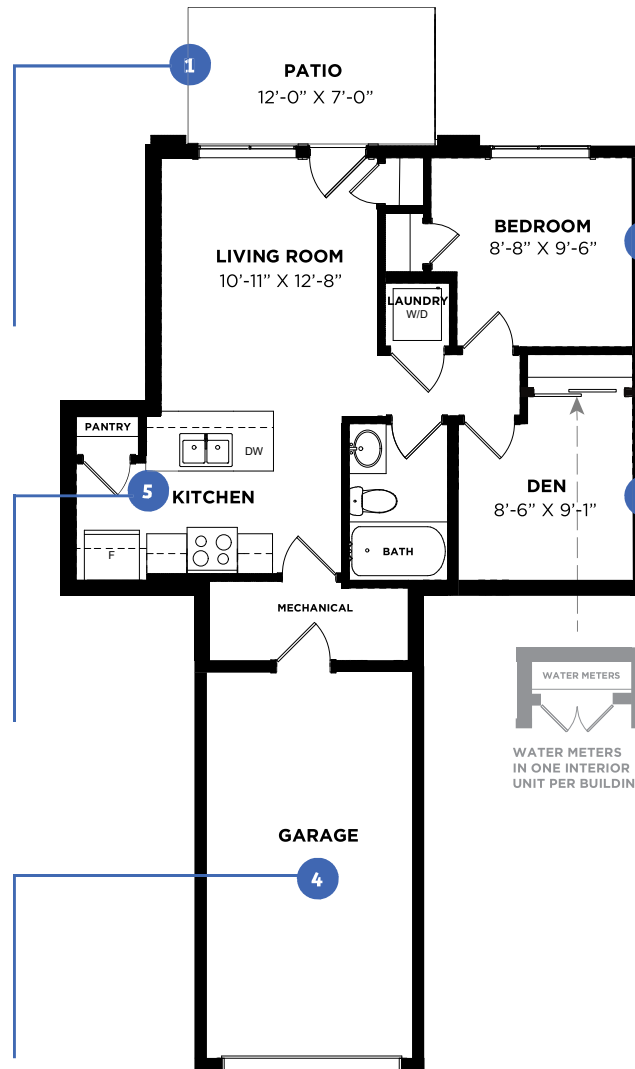


The kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule**, movement between the fridge, stove and sink is minimized.

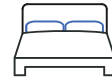
4



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

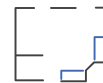


2



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

3



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

GARAGE

4

RohitTM
HOMES | Bold Goes Further

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimately built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of April 23, 2024.

The CALI 2 BD

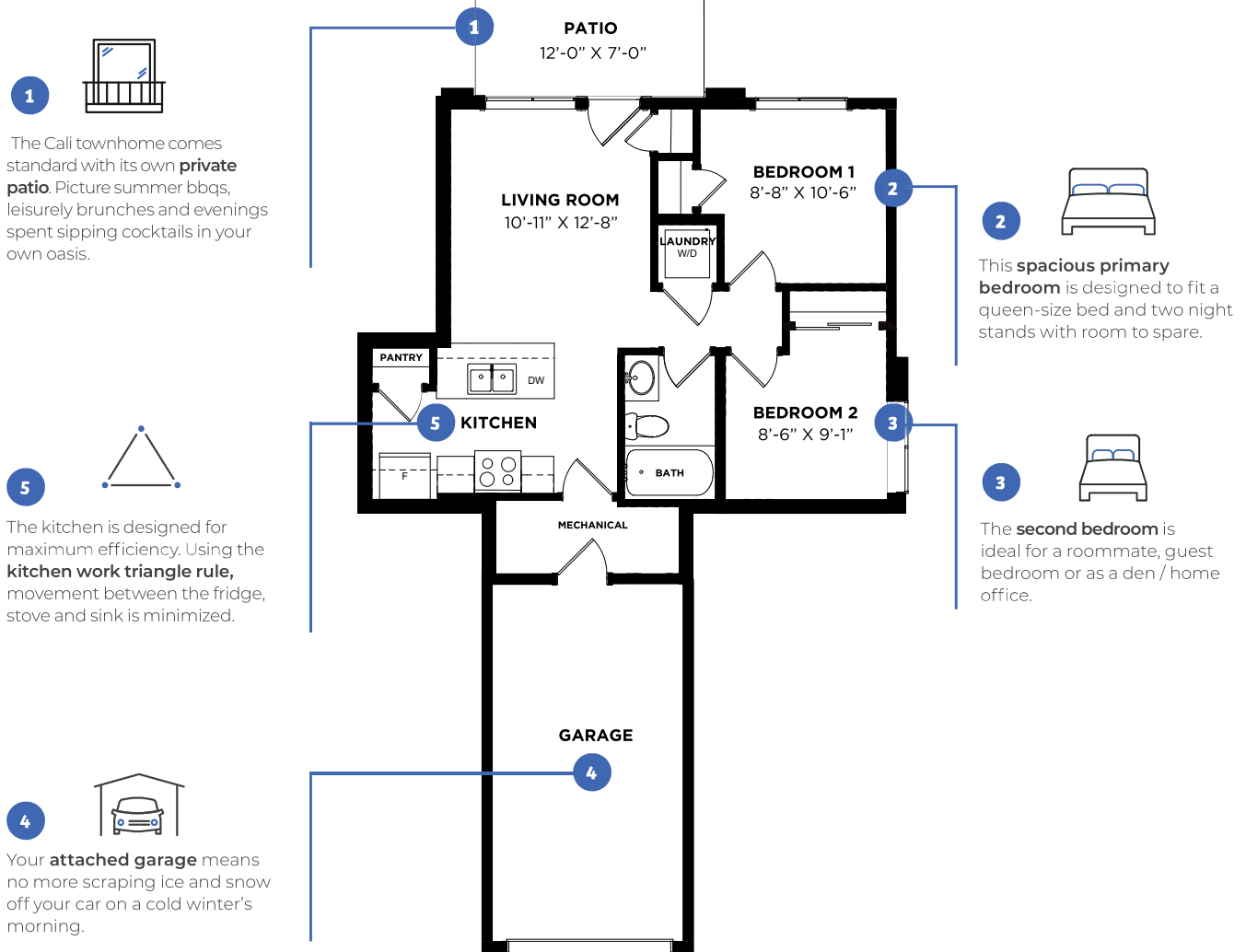
Bold Designer Townhomes

2 Bed
1 Bath
618 sq ft

Key Features

GARAGE

9FT CEILING



RohitTM
HOMES | Bold Goes Further

The artist renderings provided are conceptual and may be modified without prior notice. We cannot guarantee that the facilities or features depicted in the show home or in this marketing material will be ultimately built, or if constructed, that they will match exact in terms of type, size, or specification. Dimensions are approximations and final dimensions are likely to change; the windows and garage doors denoted in the renderings may be subject to modifications based on the specific elevation of the building. As of April 23, 2024.

The CEDAR


Bold Designer Townhomes

1 Bed
1 Bath
505 sq ft

Key Features

9FT CEILING

1

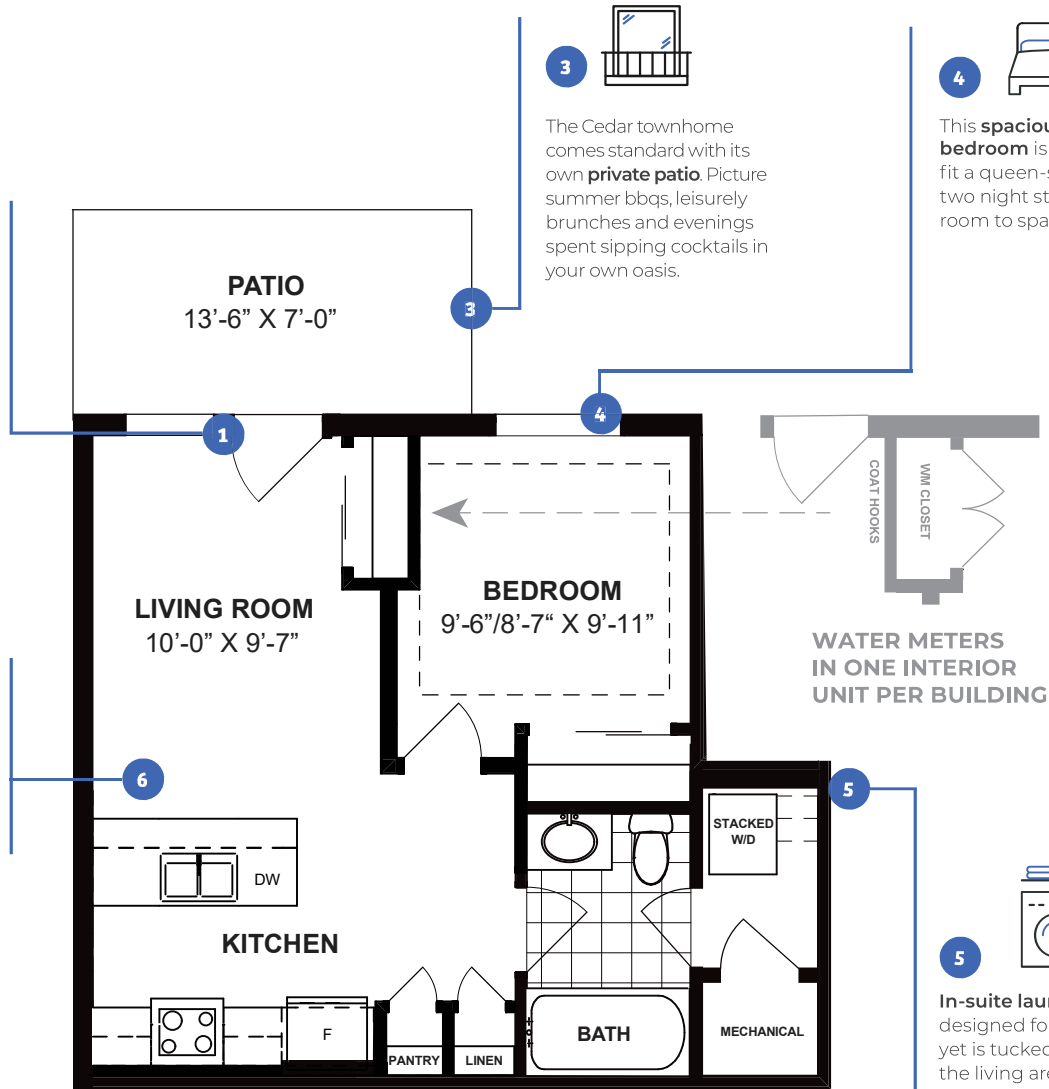


To make the home feel open and airy, we added large windows in the living room and bedroom to allow for plenty of natural light.

6



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




3




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

4



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

5



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

RohitTM
HOMES | Bold Goes Further

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

Main Floor Features

614 SQ FT

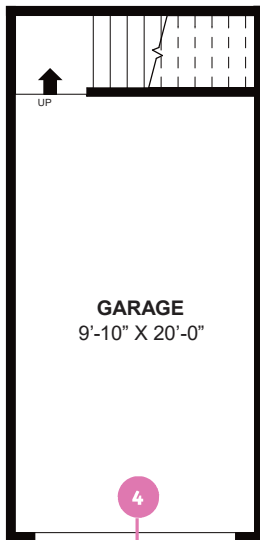
9FT CEILING



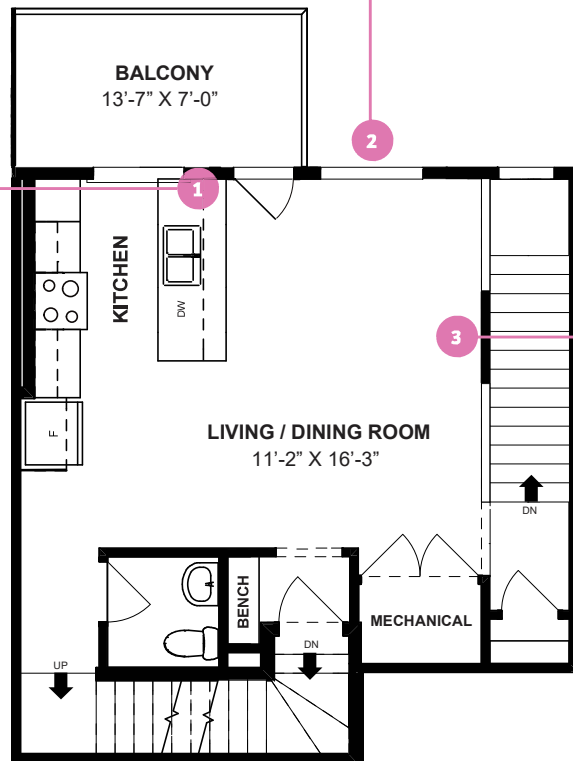
Designed to be the centre-piece of the kitchen, the elongated **kitchen island** lets owners cook, snack and entertain all from the one location.



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



4



2

3



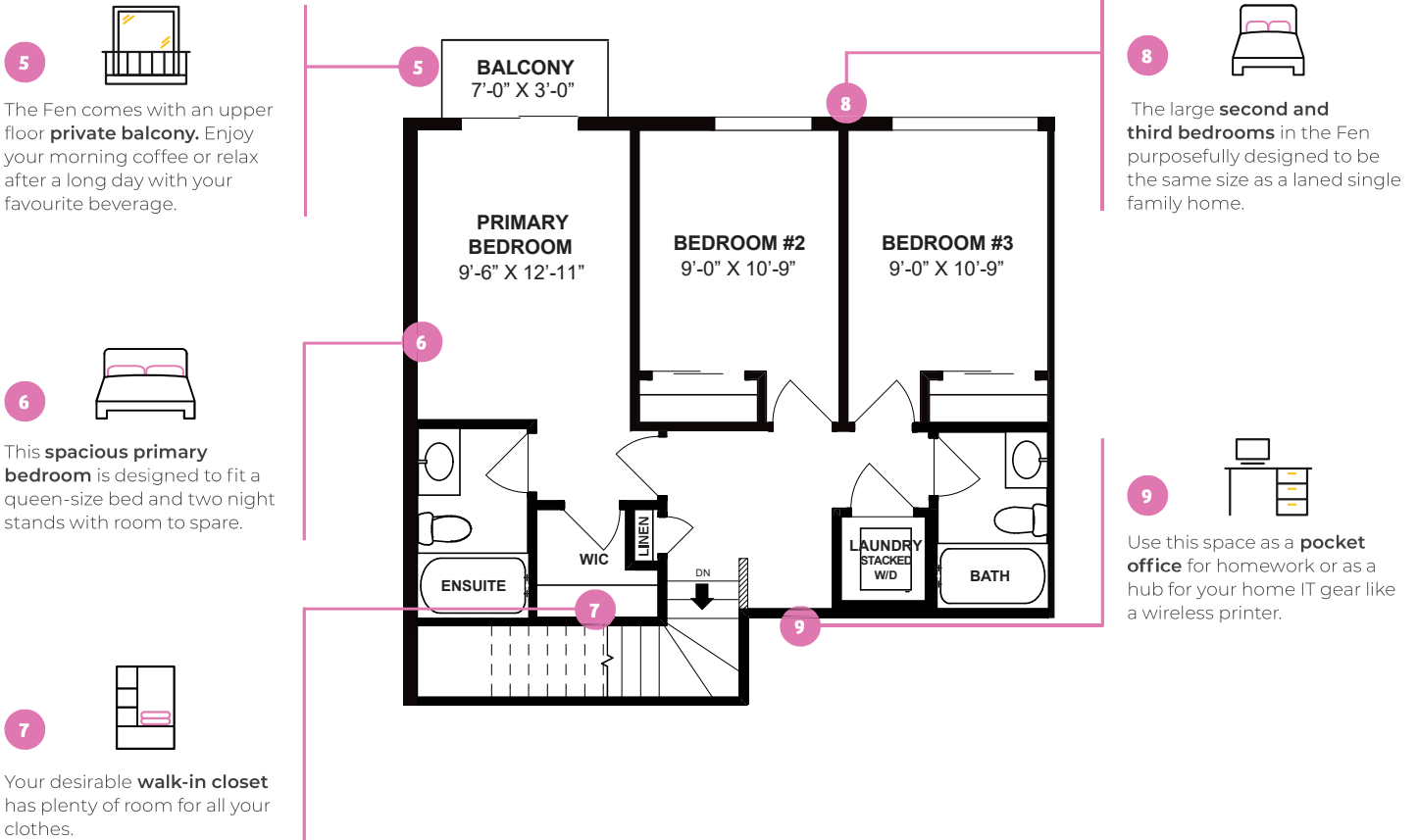
Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

3

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

Upper Floor Features

704 SQ FT



The FERRERA

Bold Designer
Townhomes

3 Bed
2.5 Bath
1475 sq ft

Main Floor Features

688 SQ FT

9FT CEILING

1

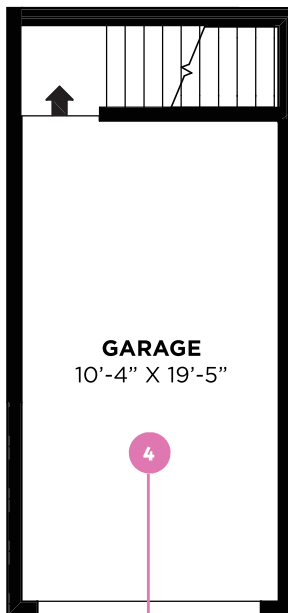


The Ferrera kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule**, movement between the fridge, stove and sink is minimized.

2



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

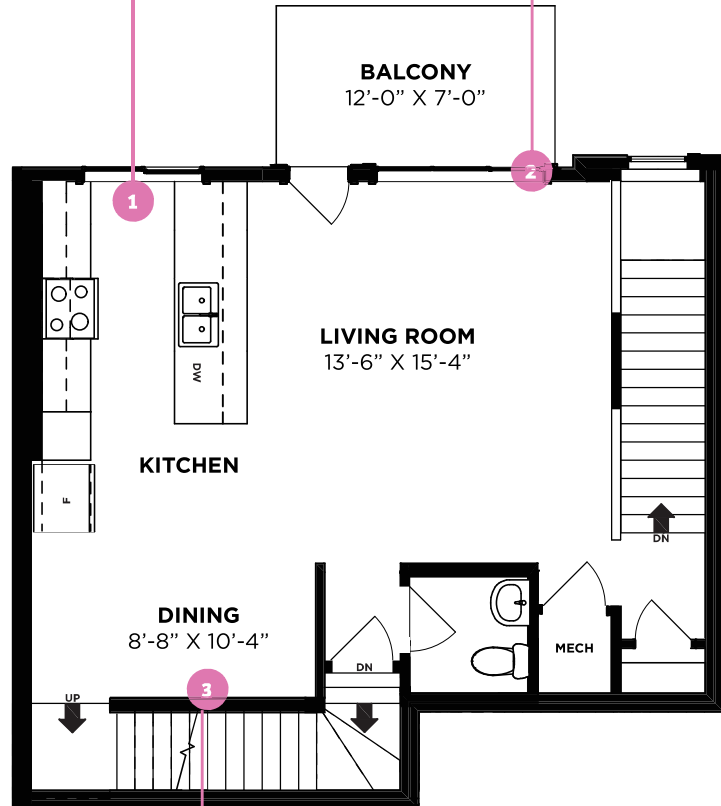


GARAGE
10'-4" X 19'-5"

4



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



BALCONY
12'-0" X 7'-0"

LIVING ROOM
13'-6" X 15'-4"

KITCHEN

DINING
8'-8" X 10'-4"



3

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

RohitTM
HOMES | Bold Goes Further

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The FERRERA

**Bold Designer
Townhomes**

**3 Bed
2.5 Bath
1475 sq ft**

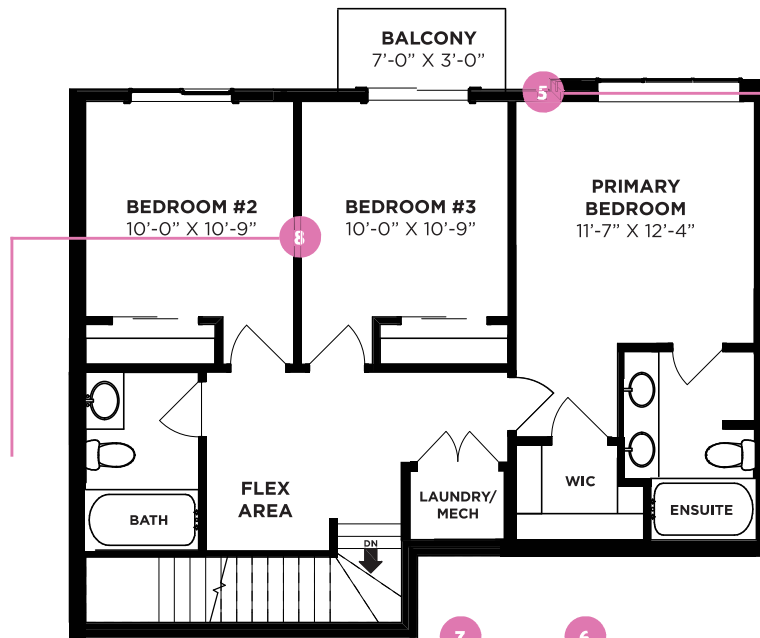
Upper Floor Features

787 SQ FT

8



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



5



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

7



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

6



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

RohitTM
HOMES | Bold Goes Further

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STANDARD INSURABLE UNIT DESCRIPTION

Sage Hill West
Calgary, Alberta

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

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

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

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

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

SCHEDULE "A"

Rohit Communities Specification – Level 12

FOUNDATION AND STRUCTURE

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

WINDOWS

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

ROOFING

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

EXTERIOR FINISHING

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

PLUMBING

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

HEATING

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

Rohit Communities Specification – Level 12

ELECTRICAL

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

DRYWALL AND INSULATION

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

INTERIOR FINISHING

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

PAINTING

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

CABINETS AND COUNTERTOPS

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

FLOORING

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

Rohit Communities Specification – Level 12

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

APPLIANCES

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

SITE WORK

- a. Landscaping as per landscaping plan.

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

WARRANTIES

- a. Warranty as per warranty provider.

DESCRIPTION OF COMMON PROPERTY

Sage Hill West
Calgary, AB

2. **General Description of Common Property:** Sage Hill West is a conventional condominium project built in phases in accordance with the regulations passed under the *Condominium Property Act*. Once the project is complete, the common property will consist of:
 - a) the structure of all the buildings on site including roofs, exterior walls, siding, soffits/fascia/ eavestroughs and exterior doors and windows;
 - b) all the hard and soft landscaping within the project including walkways, driveways, steps, decks/ patios, lawns, trees, fences, etc.; and
 - c) the internal roadway.
2. **Significant Utility Installations, Major Easement Areas:** The project is not expected to contain any high-pressure gas lines, high voltage power towers, or other utility installations of that sort. However, the project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of utility lines and related equipment will be determined by the Developer and by crews on site.
3. **Retaining Walls:** The project is expected to include a concrete retaining wall along Symons Valley Road (West parcel boundary) and a wood-framed retaining wall on the East parcel boundary. The Developer reserves the right to add further retaining walls, swales and/or similar structures as may be required to ensure the project meets municipal lot grading requirements.
4. **On Site Recreational Facilities & Equipment:** None.
5. **Maintenance Equipment Supplied:** None.
6. **Roadways, Walkways, Parking Areas:** The project will have an internal common property roadway. The common property roadway will include a 1st lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. At the conclusion of the project construction, the Developer will arrange to have a 2nd lift of asphalt applied to the entire roadway. The Developer will build walkways more or less as shown on the project site plan.
7. **Fences:** The Project is expected to have wooden perimeter fencing along Symon Valley Road (West parcel boundary). The Developer may also install one or more project entrance signs. The design, location and colours of fencing and entrance sign(s) are entirely at the Developer's discretion. The Developer reserves the right to construct additional common property fencing.
8. **Landscaping:** As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with municipal zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.
9. **Exterior Finishing of Buildings:** The exterior of the buildings will be finished using the materials set out in the Project specifications. Exterior colours will be at the discretion of the Developer.

PHASING DISCLOSURE STATEMENT

Condominium Plan No. _____

Sage Hill West is a conventional condominium project, to be built in phases as allowed under section 19 of the *Condominium Property Act*, as follows:

1. **Number of Units in the Project**

Once complete, the project is expected to contain 126 townhouses ("**Residential Unit**") within 11 buildings and 16 titled parking units ("**Parking Unit**") for a total of 142 units.

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

Phase 1 is expected to consist of 12 Residential Units within 1 building and 16 Parking Units.

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

Minimum Units: The minimum number of Residential Units to be included in the entire completed phased project is 12 Residential Units and 16 Parking Units.

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

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

- | | | |
|------------------------|---|--|
| Number of units: | - | 12 Residential Units
16 Parking Units |
| General size of units: | - | Residential Units are between 400 and 2000 square feet |
| | - | Parking Units are sized to meet municipal bylaws. |
| Common property: | - | exterior of buildings will have asphalt shingles, HardiePanel and prefinished aluminum soffits. Colors will be at the discretion of the developer. |
| | - | the developer will construct the underground services (water, sewer, power gas, etc.) and the internal roadway as part of the initial phase. |
| | - | the developer will install landscaping within a reasonable time after each phase is completed. |

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

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

3. Description of Units and Common Property in Subsequent Phases

Number of units:	as shown in paragraph 1
General size of units	between 400 and 2000 square feet
Common property	<ul style="list-style-type: none">- exterior of buildings will have asphalt shingles, HardiePanel and prefinished aluminum soffits. Colours will be at the discretion of the developer.- the developer will install landscaping within a reasonable time after each phase is completed.

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

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

4. Proposed physical appearance / architectural compatibility

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

5. Availability of Common Property

The developer will construct the underground services (water, sewer, power gas, etc.) and the internal roadway as part of the initial phase. As each phase is completed, the occupants in that phase will be able to use all the common property in that phase and in all previous phases.

6. Condo Fees During Construction

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

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

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

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

7. Allocation of Administrative Expenses / Unit Factors

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

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

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

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

The proposed budget consists mainly of variable costs (i.e. costs that go up or down depending on how many units are built). However, approximately 10% of the budgeted expenses are fixed costs (i.e. they cost the same whether 12 or 160 units are involved). Accordingly, if the future phases are not completed, the condo fees payable by owners in completed phases may increase to cover the portion of the fixed costs which would otherwise have been paid by the unbuilt units.

9. Completion of Project

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

SECTION 3: BYLAWS

BYLAWS

CONDOMINIUM CORPORATION NO. _____

(Sage Hill West, Calgary, Alberta)

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PART 1 – PURPOSE, DEFINITIONS AND INTERPRETATION

1. Purpose

- 1.1 The Bylaws of a Condominium Corporation set out the rules governing the use of the Units and the Common Property and the rules governing how the Condominium Corporation will be managed and administered.
- 1.2 These Bylaws are enacted by Condominium Corporation No. _____ to replace the Bylaws set out in Schedule 4 of the *Condominium Property Regulation*. The Bylaws form a contract between the Corporation and the Owners, and between the Owners with each other. Specifically, the Owners of the Units and anyone in possession of a Unit, including Tenants, other Occupants, and all permitted visitors and guests, are bound by these Bylaws.
- 1.3 Any failure of the Corporation via the Board of Directors or its agents to enforce any provision contained in the Act, these Bylaws, or any Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor shall it be deemed to abrogate or waive any such provision.
- 1.4 The Bylaws have been enacted for the following purposes:
 - a) to provide for the health and safety of the Owners and Occupants;
 - b) to provide for the peace, comfort and security of the Owners and Occupants;
 - c) to promote fairness and equity in the Corporation as a whole and as between the individual Owners and Occupants; and
 - d) to maintain the Units and Common Property in such a manner as to preserve and enhance property values for the benefit of all Owners.

2. Definitions

- 2.1 The following definitions apply to all parts of these bylaws:
 - a) “**Act**” means the *Condominium Property Act*, RSA 2000, c C-22, as amended or replaced from time to time;
 - b) “**Board**” means the Board of Directors of the Condominium Corporation elected pursuant to these Bylaws, and Board members may be referred to as Directors;
 - c) “**Bylaws**” means the Bylaws of the Corporation, as amended from time to time;
 - d) “**Common Expenses**” means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as Common Expenses in these Bylaws;
 - e) “**Common Property**” means the Common Property as shown on the Condominium Plan (building structures, exterior doors and windows, roofs, walkways, landscaped areas, etc.). Common Property is owned collectively by the Owners and managed by the Corporation;
 - f) “**Condominium Manager**” means a person, firm or corporation appointed as Condominium Manager pursuant to these Bylaws;
 - g) “**Condominium Plan**” means the plan registered with the Alberta Land Titles Office pursuant to the Act and referred to as Condominium Plan No. _____;

- h) **"Contribution"** means any cost or expense of the Corporation assessed by resolution of the Board against all the Units, a single Unit, or a group of Units, and may also be referred to as "assessments", "condominium fees", "special levies" or "chargebacks", whether levied proportionately on the basis of Unit Factors and/ or Unit type, or disproportionately levied as against one Unit or group of Units;
- i) **"Corporation"** means the Corporation constituted under the Act by the registration of the Condominium Plan (Condominium Corporation No. _____);
- j) **"Corporation Property"** means property owned by the Corporation, whether a fixture or a chattel;
- k) **"Court"** shall mean the appropriate court or tribunal of competent jurisdiction in Alberta as provided for in the Act, and includes the Alberta Court of Justice, the Alberta Court of King's Bench, the Court of Appeal of Alberta, and any statutory tribunal or administrative body that may be created having jurisdiction over the corporation;
- l) **"Developer"** means a person who, alone or in conjunction with other persons, sells or offers for sale to the public Units or proposed Units that have not previously been sold to the public by means of an arm's length transaction;
- m) **"Emergency"** means an event requiring prompt action or coordination of action to protect the safety, health or welfare of occupants and/or to prevent or limit damage to real or personal property of owners or the Corporation, which determination shall be made exclusively by the Board and/or its agents acting reasonably considering all the circumstances;
- n) **"Exclusive Use Area"** means a patio, balcony or yard attached to a Residential Unit, any assigned Common Property parking or storage areas, and also means those areas, being part of the Common Property, determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with a Unit;
- o) **"Fixtures and Finishings"** means the interior features of a Residential Unit, including but not limited to floor, wall and ceiling coverings, electrical, plumbing and gas lines and fixtures servicing a Residential Unit, fixtures for lighting, air exchange and temperature control, interior walls, interior windows and doors, cabinets, countertops and non-chattel appliances;
- p) **"General Meeting"** means a meeting of the Corporation and may be either an Annual General Meeting or a Special General Meeting;
- q) **"Improvements and Betterments"** means fixtures and finishings of a Residential Unit added or installed by owners, whether current or predecessor, not including any features specified in the applicable Standard Insurable Unit Description for that class or category of Residential Unit, and for greater clarity, improvements and betterments refer to upgrades and/or enhancements over and above the standard fixtures and finishings set out in the Standard Insurable Unit Description;
- r) **"Insurance Trustee"** means any company or person authorized to act as an Insurance Trustee under the laws of the Province of Alberta and who may be appointed from time to time on Ordinary Resolution of the Corporation. If no Insurance Trustee is appointed then the Insurance Trustee shall be the Board of the Corporation;
- s) **"Interest Rate"** means a rate of 18% per annum, or such other rate prescribed as the maximum amount of interest permitted to be charged as interest in accordance with the Act and Regulation, compounded annually, or such other rate of interest as approved by the Board from time to time, calculated from the due date until payment in full on any arrears of Contributions levied or any other monies owed to the Corporation. The Board may waive or reduce the requirement to pay interest, on a case by case basis, as it sees fit;
- t) **"Legal Costs"** means any legal cost incurred by the Corporation payable on a solicitor and their own client full indemnity basis;

- u) **“Levy”** means any sum levied on an Owner by resolution of the Board, whether for Common Expenses or otherwise;
- v) **“Municipality”** means the City of Calgary;
- w) **“Occupant”** means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners, Tenants, their families, and guests who reside in the Unit from time to time with permission of the Owner, whether or not they pay rent to an Owner, together with invitees, licensees, servants and guests of such persons;
- x) **“Ordinary Resolution”** has the meaning given to it in the Act;
- y) **“Owner”** means the registered Owner of a Unit in the Condominium Plan;
- z) **“Parking Unit”** means those separately titled Units in the Project which are used for parking a Vehicle;
- aa) **“Project”** means the condominium development known as “Sage Hill West located in Calgary, Alberta”;
- bb) **“Regulation”** means the *Condominium Property Regulation*, AR 168/2000, as amended from time to time;
- cc) **“Reserve Fund”** means the fund created for the purposes as outlined in the Act and these Bylaws. The Reserve Fund is an asset of the Corporation;
- dd) **“Residential Units”** means a Unit depicted on the Condominium Plan intended to be used for residential purposes;
- ee) **“Rule”** means a Rule or policy or procedure implemented by the Board in accordance with the Act and Regulation in relation to the administration of the Corporation or the Corporation Property or the Common Property;
- ff) **“Sanction”** means a monetary penalty or fine, and any other sanction, monetary or otherwise, including revocation of consents/permissions granted by the Board, rights of use of amenities, and termination of any rights of exclusive use of Common Property, as may be permitted under the Act from time to time, whether express or implied;
- gg) **“Special Resolution”** has the meaning given to it in the Act;
- hh) **“Standard Insurable Unit Description”, or “SIUD”** means the description of the typical features in the Units that the Corporation insures and is determined in accordance with the Regulations;
- ii) **“Tenant”** means a person who rents a Residential Unit from an Owner on a monthly basis, pursuant to a lease or other residential tenancy agreement governed by the *Residential Tenancies Act*, as amended from time to time, and all such leases or agreements shall be for a minimum of one (1) month or more;
- jj) **“Unit” or “Units”** means an area designated as a Unit by the Condominium Plan;
- kk) **“Unit Charge”** means such charge or charges as may be assessed, pursuant to these Bylaws, against an Owner to recover the costs incurred by the Corporation in respect of that Owner or their Unit(s);
- ll) **“Unit Factor”** means the number of undivided shares in the Common Property allotted to each Unit as set out on the Condominium Plan;
- mm) **“Vehicle”** means a private passenger vehicle as described in the *Alberta Highway Traffic Act*, the gross weight of which does not exceed $\frac{3}{4}$ ton and does not include any trailer or recreational vehicle.

3. Interpretation

- 3.1 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws.
- 3.2 Other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.
- 3.3 These Bylaws are to be read with all changes of number and gender as required by the context, and the word "Owner" or "Owners" shall be read "Tenant" or "Tenants", "Occupant" or "Occupants" as the context may require.
- 3.4 The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for the convenience of reference only.
- 3.5 The provisions of these Bylaws shall be deemed independent and severable, and the invalidity in whole or in part of any provision herein shall not affect the validity of the whole, which shall continue in full force and effect as if the invalid provision had never been included.
- 3.6 If the Act is amended so as to substitute or replace any section of the Act or Regulation referred to in these Bylaws, then such reference shall be deemed to be a reference to the corresponding section of the Act or Regulation as amended, substituted or replaced.
- 3.7 The Alberta *Companies Act* and *Business Corporations Act* do not apply to the Corporation.
- 3.8 The rights and obligations given or imposed on the Corporation or on the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.
- 3.9 In the event of any conflict between these Bylaws and the Act and Regulation, the Act and Regulation shall prevail.

PART 2 - THE CONDOMINIUM CORPORATION

4. Duties of the Corporation

4.1 The Corporation has the duty to:

- a) enforce these Bylaws;
- b) place and maintain a condominium insurance policy in accordance with the Act and Regulations. Generally, the insurance will include:
 - i) replacement cost insurance on all buildings (Units and Common Property);
 - ii) coverage for potential liability of the Corporation to third parties;
 - iii) coverage for potential liability of Directors.
- c) maintain the Common Property, including:
 - i) fertilizing, watering and mowing lawns;
 - ii) removing ice and snow from all roadways and sidewalks, within a reasonable time after they accumulate;
 - iii) repairing or replacing any pipes, wires, cables, ducts etc., unless such items are solely for the enjoyment of one Residential Unit;
 - iv) arranging for garbage collection for all Residential Units;
 - v) maintaining the parking facilities;
 - vi) maintaining all Common Property within the buildings, including roofs, stucco and exterior doors & windows;
 - vii) providing and maintaining reasonable outside lighting;
 - viii) maintaining all fencing, decks, patios, driveways, sidewalks, etc.;
- d) operate and maintain all the common areas within the buildings;
- e) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the Project;
- f) carry out any other duties which the Act imposes on the Corporation;

5. **Powers of the Corporation**

5.1 The Corporation has all the powers granted to it in the Act and Regulations as well as those reasonably necessary to carry out its duties. For example, the Corporation may:

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

6. The Board of Directors

- 6.1 The Corporation shall have a Board of Directors, consisting of between 3 and 7 Directors. The number of Directors is decided by ordinary resolution at any meeting during which Directors are being selected.
- 6.2 At an election of Directors of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
- 6.3 A person need not be an Owner to be elected to the Board.
- 6.4 Only one Occupant of a Residential Unit may sit on the Board at one time.
- 6.5 An Owner whose Condominium Fees are more than 30 days in arrears is not eligible to be nominated for election to the Board.
- 6.6 Directors (and former Directors) are not liable to the Corporation, to Owners, or to anyone else to whom these Bylaws apply unless the Director knowingly failed to meet their statutory obligation to act honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.7 The Corporation shall indemnify all current and former Directors for all costs and/ or liability they incur as a result of their involvement on the Board. This indemnity applies only to Directors and former Directors who meet/ met the statutory duty to act honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

7. Term of Office

- 7.1 In order to ensure some continuity in the Board's affairs, Directors are elected for a 2-year term. In other words, Directors 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.
- 7.2 The Owners may, by Special Resolution at a General Meeting, remove any Director before their term of office expires.
- 7.3 Upon prior written notice to the Director affected, the Board may declare that the office of the Director is vacated if the Director:
 - 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 3 consecutive meetings of the Board without permission of the Board.

8. Vacancies on the Board

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

9. **Officers of the Corporation**

9.1 The Board shall designate, from its Directors, a President, a Vice-President, a Secretary, a Treasurer and a Privacy Officer. 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 he is absent or unable to carry out their duties.
- c) The Secretary is responsible for recording and maintain the minutes of the Board meetings and General Meetings. The Secretary is also responsible for all 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, present a detailed accounting of receipts and disbursements of the Corporation, and
 - iv) preparing for submission to and presentation of at the annual General Meeting:
 - financial statements for the previous fiscal year
 - a budget for the current fiscal year.
- e) The Privacy Officer is responsible for:
 - i) monitoring and ensuring that the Corporation, its Board and employees are in compliance with applicable privacy legislation;
 - ii) reviewing and revising (as necessary) the privacy policy of the Corporation; and
 - iii) responding to enquiries, as applicable.

9.2 The officer roles may be combined.

9.3 In order to carry out their duties, officers may seek and receive assistance from a Condominium Manager or other qualified persons.

9.4 A person ceases to be an officer of the Corporation if he ceases to be a Director of the Board.

9.5 If a person ceases to be an officer of the Corporation, the Board shall designate from its Directors a person to fill that office for the remainder of the term.

10. Procedure for Board Meetings

10.1 The Board shall meet:

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

10.2 Generally, Board meetings may be conducted without formal Rules of procedure, as long as all Directors are given a reasonable chance to participate in the meetings. If a Director so requests, Board meetings shall follow Robert's Rules of Order.

10.3 A quorum at a Board meeting shall be a majority of the Directors.

10.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairperson is entitled (but not obligated) to cast a vote in addition to their original vote.

11. Resolutions in Writing

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

12. Seal of the Corporation

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

13. Signing Authority

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

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

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

14. Duties of the Board

14.1 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 and Corporation Property;
- c) placing and maintaining the insurance coverages required under the Act and these Bylaws;
- d) adopting a budget (for Common Expenses) and assessing Condominium Fees to cover those expenses;
- e) preparing and distributing financial statements, in accordance with Canadian generally accepted accounting principles, for the Corporation's preceding fiscal year, an annual report on the reserve fund and an annual budget for the Corporation's fiscal year that immediately follows the Corporation's preceding fiscal year;
- f) meeting the requirements of the Act and these Bylaws concerning Capital Replacement Reserve Funds;
- g) providing Owners, purchasers or mortgagees with any information required to be provided under the Act or these Bylaws;
- h) providing notices of meetings to those mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights;
- i) filing notices at the Land Titles Office as required under the Act;
- j) calling and holding General Meetings;

15. Powers of the Board

15.1 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, Regulations, or these Bylaws.
- d) establishing Rules concerning various issues. All such Rules shall have the force of a Bylaw, as long as the Rule respects the spirit of these Bylaws and is established in accordance with the Act and Regulations.
- e) taking whatever legal steps are required to enforce the Bylaws;

16. **Capital Replacement Reserve Fund**

- 16.1 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 or Corporation Property which are expected to require replacement or major repairs within 30 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.
- 16.2 After receiving the report, the Board shall adopt a Reserve Fund Plan which describes how the expected repairs/replacements will be funded.
- 16.3 The Board shall provide each Owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.
- 16.4 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.
- 16.5 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.

17. **Appointment of Committees**

- 17.1 The Board may appoint (and dissolve) committees for various purposes, as it sees fit.
- 17.2 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 decides is an effective number of members.
- 17.3 The Landscaping Committee shall consist of at least two people and is charged with overseeing the landscaping equipment owned by the Corporation (if any) and the landscaping on Common Property and Corporation Property.
- 17.4 Each committee shall appoint a chairperson and each chairperson shall report to the Board on their committee's activities.
- 17.5 Committees do not have authority to deal directly with Owners, Occupants or others, unless the Board has expressly authorized that committee to do so.

18. Penalties for Bylaw Contravention

- 18.1 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.
- 18.2 If the resolution so provides, the Board may impose a fine, not exceeding **\$500** for the first instance of non-compliance and up to **\$1,000** for second and subsequent instances of non-compliance, which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.
- 18.3 Owners are responsible for ensuring that all Occupants of their Unit comply with these Bylaws. If the person alleged to be in breach is a tenant, the notice shall be given to both the tenant and the Owner. The notice must specify whether the Owner, the tenant, or both, are liable for payment of the fine.
- 18.4 The maximum amount of the penalty to be imposed for continuing non-compliance with a Bylaw is **\$500** for the first week for the first instance of non-compliance and **\$1,000** for each subsequent week or each week of any subsequent continuing non-compliance.
- 18.5 An Owner who objects to a notice given by the Board (or to a fine imposed under these Bylaws) may appeal the resolutions of the Board to a General Meeting of the Owners, convened in the manner specified by these Bylaws.
- 18.6 At the General Meeting, the Owners may confirm, rescind, or amend the resolution of the Board. In so doing, the Owners may consider all relevant information including the circumstances surrounding the alleged breach and any actions taken subsequently.

PART 3 - GENERAL MEETINGS

19. Convening of Meeting and Notice

- 19.1 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.
- 19.2 In addition, the Board may convene a General Meeting of the Owners whenever it considers it proper to do so.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 At any meeting where a Bylaw is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 14 days before the meeting. The amendment or replacement shall be by Special Resolution.

20. Manner and Venue of Meetings of the Corporation

- 20.1 Meetings of the Corporation shall be held entirely in-person, subject only to bylaw 20.2.
- 20.2 Prior to delivering written notices to each Owner, the Board may, by resolution, agree to hold a meeting by entirely electronic means or a combination of in-person and electronic means.
- 20.3 Meetings that are not held by entirely electronic means must be held at a location within the Municipality, unless an ordinary resolution to hold the meetings in another location is passed at a General Meeting of the corporation.

21. Quorum

- 21.1 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.
- 21.2 A quorum for a General Meeting is the number of persons whose total vote represents at least 2500 Unit Factors.
- 21.3 If a quorum is not present at the appointed starting time, the meeting shall stand adjourned for 15 minutes. If after the 15-minute recess, quorum is still not present, then those persons entitled to vote who are present shall constitute a quorum and the meeting shall proceed.
- 21.4 No votes concerning matters of fundamental importance to the Project (in the majority opinion of the Directors present) shall proceed at a meeting where the number of persons entitled to vote (or represented by proxy) total fewer than 2500 Unit Factors.
- 21.5 No Special Resolution votes shall proceed at a General Meeting except in accordance with the requirements as set out in the Act.

22. Order of Business

22.1 The order of business at annual General Meetings shall be as follows:

- a) call to order by the chairperson;
- 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 Directors of the Corporation;
- g) unfinished business;
- h) new business;
- i) adjournment.

23. Manner of Voting

23.1 Unless a polled vote is demanded, all resolutions shall be decided by show of hands. The chairperson'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.

23.2 The chairperson of the meeting shall not vote upon a show of hands.

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

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

24. Polling the Vote

24.1 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.

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

24.3 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.

24.4 If a polled vote is tied, the chairperson shall direct a recount. If the vote remains tied, the chairperson shall cast a deciding vote, in addition to their original vote.

25. Proxies

- 25.1 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 Residential Units.
- 25.2 A proxy instrument must be in writing and indicate the name and Unit number of the person making the appointment. A proxy must also be signed by the person making the appointment as well as the person being named in the proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as a proxy need not be an Owner.
- 25.3 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.

26. Restrictions on Voting

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

27. Vote by Co-Owners

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

28. Resolutions in Writing

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

PART 4 - DUTIES & RESTRICTIONS**29. Duties of Occupants****29.1** Occupants shall:

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of Emergency when no notice is required), to enter a 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 Residential 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 a Unit;
- c) pay all taxes, charges, assessments and utility bills that may be payable in respect of a Unit;
- d) comply with any Rules adopted by the Corporation under these Bylaws;
- e) keep the interior of the dwelling in a good state of repair;
- f) notify the Corporation forthwith of:
 - i) any change in ownership or occupation of a Unit,
 - ii) any intention to rent out a Unit, or
 - iii) any encumbrances registered against the title to a Unit;
- g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable Bylaws and regulations of the Municipality;
- h) comply with all reasonable requests of the Board;
- i) buy and maintain a condominium Owner's insurance policy which includes at least \$2,000,000 in third party liability coverage.

30. **Restrictions**

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

- a) use a Unit or the Common Property in a way that unreasonably interferes with their use and enjoyment by other Occupants;
- b) use a Unit or the Common Property in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other Occupants;
- c) make undue noise in the Unit or on the Common Property;
- d) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property, including exterior doors and windows;
- 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 Residential Unit when those articles are not in actual use;
- i) paint, decorate or otherwise affect the portions of the Residential 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 on any portion of the Common Property or Corporation Property;
- 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 Residential Unit. All electrical work within the development must be performed by a journeyman electrician.

31. **One-Family Unit**

- 31.1 By enacting these Bylaws, the Owners affirm their collective intent to provide for the health, safety, peace, comfort and security of the Owners and Occupants and to maintain the Units and Common Property in such a manner as to preserve and enhance property values for the benefit of all Owners. For the purposes of these Bylaws:
- a) “private single-family residence” means a Residential Unit occupied or intended to be occupied as a residence by one (1) family alone and containing one kitchen;
 - b) “Boarder” means a person to whom room and board is regularly supplied for consideration;
 - c) “Roomer” is a person to whom a room is regularly supplied for consideration; and
 - d) “Roommate” is a person who is not a member of the Owner’s, Occupants or Tenant’s family, but lives with Owner, Occupant or Tenant on a family-like cost sharing basis.
- 31.2 Roommates are permitted but Roomers and Boarders are not permitted, unless prior written approval of the Board is granted.
- 31.3 Without the prior written permission of the Board, no Owner shall rent, lease or grant any license of occupation for their Residential Unit or permit the renting, leasing or granting of any license of occupation for their Residential Unit for a short term or temporary rental. For greater clarity a short term rental is any rental that is by its nature temporary, for a duration of fewer than thirty (30) days, and is not subject to the provisions of the *Residential Tenancies Act* (Alberta). Short term rentals are deemed to be commercial licenses.
- 31.4 If the Board’s permission is given, the Owner must comply with any Rules in place for short term rentals (which may include, without limitation, the payment of a deposit, access to and evidence of adequate insurance and/or business licenses as required by law).
- 31.5 In the event that the Board receives complaints about the Occupants of a Residential Unit that is being used for short term rentals or temporary accommodations, the Board, in its discretion, may impose such conditions and restrictions on such Residential Unit and Owner as it deems fit, including, without limitation, banning the Owner from using their Residential Unit for short term rentals or temporary accommodations.
- 31.6 The number of persons occupying a Residential Unit shall not exceed two (2) adults and one (1) child, or one adult and two children, for every bedroom.
- 31.7 In the event the Board grants permission to use a Residential Unit other than as a private single-family residence, it shall be the responsibility of the Owner or Occupant of the Residential Unit, as the case may be, to ensure that compliance has been met (and continues to be met) with all Bylaws, Rules, regulations, laws, Municipal bylaws and statutes that apply in the circumstances.
- 31.8 No Residential Unit shall be used or be represented to the public as a boarding house, rooming house, group home, day home, day care centre, for the provision of regular child-care or baby-sitting, or as a time share facility, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, may be withdrawn at any time on 30 days’ notice. Prior to any authorization being given by the Board, the Owner of the Residential Unit shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity.
- 31.9 No Residential Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Residential Unit, and without limiting the generality of the foregoing, no Residential Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and, if given may be withdrawn at any time on thirty (30) days’ notice. Prior to any authorization being given by the Board, the Owner of the Residential Unit shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity.

32. Vehicles and Parking

- 32.1 No Vehicle shall be driven on any part of the Project other than on a designated roadway, driveway or Parking Unit.
- 32.2 Parking is permitted only in designated areas and only Vehicles may be parked anywhere within the Project. The driveway access and fire lane are to be kept clear at all times. No Vehicle shall be parked so that it protrudes into the Common Property.
- 32.3 Except with the written permission of the Board, Occupants may not:
- a) Conduct major repairs or adjustments to Vehicles within the Project. Minor Vehicle adjustments or repairs which are completed within two hours are permitted to be done in a Parking Unit;
 - b) Park a Vehicle within the Project that is not capable of being used from day to day;
 - c) Park a Vehicle that is uninsured or not registered.
- 32.4 In the event an Owner is utilizing above average amounts of electricity for charging an electric vehicle, the Board is entitled to make a reasonable assessment of the increased costs to the Corporation and charge it back to the Owner.
- 32.5 All areas designed as visitor parking ("Visitor Parking") may be used only by guests of an Occupant. Occupants shall not park in Visitor Parking areas.
- 32.6 No Vehicle which is leaking any type of fluid shall be permitted to park within the Project. If a Vehicle does leak fluid, the Owner of the Parking Unit shall remove the spill promptly. If the Owner fails to remove the fluid spill on 48 hours' notice from the Board to do so, the Corporation may remove the fluid spill and any costs incurred shall be charged back to the Owner.
- 32.7 Parking Units shall not be used to store any items other than a Vehicle.
- 32.8 The Board may give notice that all Vehicles must be removed from the Parking Units for a specified time for the purpose of maintenance and repair to those Parking Units. The notice must be given a minimum of 24 hours before the time set for the cleaning or maintenance.
- 32.9 No person shall own a Parking Unit unless that person is also the Owner of an Residential Unit within the Project. No Owner of a Parking Unit shall sell or transfer a Parking Unit except to an Owner of an Residential Unit within the Project.
- 32.10 Owners shall not permit any person to use or occupy a Parking Unit (whether under a lease, license or otherwise) unless that person is an Occupant within the Project or unless that person is a visitor or invited guest of an Occupant.
- 32.11 The Developer is exempt from Bylaws 32.9 and 32.10.
- 32.12 The Board is entitled to make reasonable Rules governing the use of Parking Units within the Project and Visitor Parking areas. Those Rules have the force of a Bylaw.
- 32.13 The Board may also grant exemptions to its parking Rules whenever appropriate circumstances exist.

33. Animals

33.1 Occupants may keep one or more pets in their Residential Units on the following conditions:

- a) The animal must not be allowed to run at large (i.e. not on a hand-held leash) within the Common Property;
- b) The Owner of the pet must pick up and dispose 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, including cleaning costs;
- 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) The Owner of the pet shall not contravene the City of Calgary Responsible Pet Ownership Bylaw (Bylaw 47M2021), as amended or replaced from time to time.

33.2 If the Board determines that a pet is a nuisance to other Occupants of the Project, the Board may issue a notice to the Owner involved, specifying a date past which the pet will no longer be allowed in the Project.

34. Balconies / Patios

34.1 Each Occupant has the right to exclusive use and possession of the balcony or patio attached to their Residential Unit;

34.2 The Board is entitled to adopt reasonable Rules concerning Occupants' use of their balconies, including:

- a) Rules dealing with the general appearance of balconies and/or patios;
- b) Rules dealing with activities which are likely to affect neighbouring Owners (smoking, barbecues, amplified music, Christmas lights, etc.);
- b) Rules concerning the enclosure of or alteration to balconies and/or patios;

35. Satellite Dishes, Security Cameras, Smart Doorbells, Electronic Locks, Etc.

35.1 Occupants are not allowed to install satellite dishes, security cameras, smart doorbells, electronic locks, etc. on their balconies, exterior doors, building envelope, or on any other part of the Common Property without the prior written permission from the Board.

36. Snow Removal

36.1 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 period of time because of weather conditions, availability of contractors, or other reasons.

37. Landscaping and Lawns

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

PART 5 - COMMON EXPENSES

38. Description of Common Expenses

38.1 The Common Expenses of the Corporation include the following:

- a) charges for utilities supplied to the Corporation;
- b) the Condominium Manager's fees;
- c) the costs of landscaping maintenance and snow removal;
- d) the costs of maintaining the Common Property and Corporation Property;
- e) the cost of placing and maintaining the insurance required by the Act and these Bylaws;
- f) all professional and consulting costs;
- 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) any utility charges which are centrally metered and therefore billed to the Corporation, rather than to individual Owners;
- j) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these Bylaws.

39. Assessment of Contributions (Condominium Fees)

39.1 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 that will be incurred during the year;
- b) a reasonable allowance for contingencies;
- c) an allowance for any surplus or deficiency anticipated from the past year.

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

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

39.4 Each year's estimated Common Expenses shall be apportioned and assessed among all Units within phases that are substantially complete. Each Unit's share of the Common Expenses will be based on its Unit Factor as compared to the total Unit Factors for all Units being assessed. Units in phases which are not substantially completed are not assessable.

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

- a) the Condominium Plan for that phase has been registered;
- b) an occupancy permit has been issued by the Municipality for all Units in that phase; and
- c) more than 50% of the Units in that phase have been transferred to the public by means of an arm's length transaction.

39.6 If the amounts estimated prove inadequate for any reason (including nonpayment of an Owner's assessed contribution), the Board may levy such further assessments (on the same basis as specified above) as are required.

- 39.7 Unless the Board directs another method of payment, each Owner shall pay their 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.
- 39.8 Interest on all assessed contributions in arrears accrues at the rate of 18% per annum, on a simple basis, calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case-by-case basis, as it sees fit.
- 39.9 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.

40. Default

- 40.1 The Corporation has the right to 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 or these Bylaws;
 - c) any other amount which an Owner owes the Corporation.
- 40.2 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 shall be 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.
- 40.3 No action shall be commenced and no caveat shall be registered until the payment in question is at least 30 days overdue.

41. Costs Related to Specific Units:

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

PART 6 - INSURANCE

42. Insurance Carried by Corporation

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

Policy Requirements

42.2 All Corporation policies of insurance shall, if available:

- a) name as insureds the Corporation, all Owners from time to time, all Mortgagees who have given written notice to the Corporation, the Board of Directors, and any Manager;
- b) contain any standard mortgage endorsements;
- c) contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners (and if residents of an Owner's household, their spouse and relatives and any other person in the care of an Owner or their spouse or any guests or Occupants of a Unit) or any of them, except with respect to arson, fraud and vehicle impact;
- d) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the Owners and the Corporation including all registered Mortgagees who have provided written notice of their mortgages to the Corporation;
- e) provide that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of breach or omission by any Owner or the Corporation, the insurance may only be subject to forfeiture for breach of condition insofar as the separate interest of the person or parties in breach are concerned;
- f) contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected;
- g) authorize the Corporation to designate an Insurance Trustee to act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and boiler and machinery insurance policies effected by the Corporation;
- h) contain a waiver by the insurer of any co-insurance and all coverage shall instead be on a stated amount basis; and
- i) provide that the Corporation (or, if so designated, the Insurance Trustee) shall have the right at its sole option to obtain a cash settlement in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special Resolution of the Corporation or by order of a Court having jurisdiction to settle a scheme or to terminate the condominium status of the Project. In such instance, the insurer's option to repair, rebuild or replace the property damaged or lost shall be deleted or waived.

Property Insurance

42.3 The Board, on behalf of the Corporation, shall obtain and maintain insurance as required by the Act and the Regulation on all of the Units, and on all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, which coverage provides for the settlement to the full replacement value thereof, without deduction for depreciation.

- 42.4 For greater certainty, in regard to insuring the Residential Units, the Corporation's insurance shall cover each Residential Unit for the Standard Insurable Unit Description Fixtures and Finishings and will not be required to insure Improvements and Betterments, personal property, or any other property brought into or installed in the Unit by current or previous Owners or Occupants whether or not with the Corporation's knowledge. For Parking Units, the Corporation's insurance shall cover the replacement value of the Units as such Units were typically provided to purchasers by the Developer.
- 42.5 Without restricting the generality of the foregoing such insurance shall provide and include the following:
- a) fire;
 - b) leakage from fire protective equipment;
 - c) lightning;
 - d) smoke;
 - e) windstorm;
 - f) hail;
 - g) explosion of natural, coal or manufactured gas;
 - h) water damage caused by flood, where it is available;
 - i) water damage caused by sewer back-up or the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or a domestic appliance that is located within an insured building;
 - j) impact by aircraft, spacecraft, watercraft and land vehicles;
 - k) riot, vandalism or malicious acts, other than vandalism or a malicious act caused by an Owner to the Unit the Owner owns or by an Occupant or Tenant to the unit that the Occupant or Tenant occupies;
 - l) adequate coverage for boiler insurance or pressure vessels, and equipment breakdown insurance, if boilers or pressure vessels exist; and
 - m) such other perils, risks or causes as the Board may reasonably determine from time to time, or as may be required by the Act or Regulation.
- 42.6 At insurance renewal period, the Board will obtain an appraisal from a qualified and reputable appraiser of real property to determine whether the coverage amount is adequate and if it is not, will adjust the coverage amount as needed.
- 42.7 From time to time, the Corporation may amend its Standard Insurable Unit Description (SIUD). Upon amendment, the Corporation shall file at the Land Titles Office a notice containing the most current SIUD. The Corporation's insurance policy shall apply to all elements of a Unit including the Fixtures and Finishings (kitchen fixtures, bathroom fixtures, installed carpets, etc.) included within the SIUD which is registered at the Land Titles Office. Owners are responsible for insuring all upgrades and alterations to their Unit, being any and all Improvements and Betterments to the Unit which are not included in the SIUD.

Liability Insurance

42.8 The liability insurance maintained by the Corporation shall include coverage for the following:

- a) directors' and officers' liability coverage in respect of any liability incurred by the Corporation, a current or former Board member or officer, the Manager, or current or former member of a Committee struck by the Board, arising out of any error or omission, whether negligent or not, with respect to carrying out his or her functions and duties, except as a result of a failure to carry out such duties and functions honestly and in good faith with a view to the best interests of the Corporation, exercising the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- b) any liability incurred by the Corporation arising out of any error or omission, whether negligent or not, of a director or officer of the Board, current or former, with respect to carrying out the functions and duties of same, as per the foregoing;
- c) any liability of the Corporation, the Board of Directors, the Manager and the Owners incidental to the occupation, control, management, and administration of the Common Property or any real or personal property belonging to the Corporation; and
- d) any liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.

42.9 The liability limits of the foregoing liability insurance coverage shall not be less than five million (\$5,000,000.00) dollars per occurrence.

Fraudulent and Dishonest Acts

42.10 The Corporation shall obtain and maintain a policy of insurance for its own benefit which is sufficient to provide coverage for any fraudulent or dishonest acts committed by members of the Board, current or former, and/or by the Manager or any employee of the Corporation responsible for handling funds belonging to the Corporation, where the person acts alone or in collusion with others with intent to cause a loss to the Corporation or improperly obtain a benefit for any person, in such amount as may be required by the Act from time to time, but in any event not less an amount which is at least the sum of the Reserve Fund balance at the start of the Corporation's fiscal year and the maximum balance of the Corporation's operating account during the preceding twelve (12) month period. The limits of such coverage shall be as determined by the Board from time to time, or as otherwise prescribed by the Act.

Notice of Insurance Changes

42.11 The Board shall, when there is a change in one or more of the following matters with respect to the Corporation's insurance policy and/or coverage, provide each Owner and Mortgagee who has given notice of its interest to the Corporation with written notice of the change and a copy of the current insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the insurance certificate, setting out the following:

- a) the amount of the deductible payable in the event of a claim;
- b) the replacement value of the coverage; and
- c) any additional coverage exclusions.

42.12 If the Corporation receives a notice of cancellation of an insurance policy, the Board shall provide written notice of the cancellation to all Owners as soon as possible after receipt of the notice of cancellation.

Duties of Repair for Insured/ Uninsured Loss

- 42.13 The Corporation shall be responsible for and shall make or arrange for and supervise repairs of any property that it is required to insure following the occurrence of an insured loss, subject to a determination to terminate the condominium status of the Corporation as set out herein, and subject to any other exceptions in these Bylaws or the Act.
- 42.14 In making and/or arranging for and supervising said repairs, the Corporation is only responsible to the extent described in the Act, and in accordance with the Standard Insurable Unit Description(s) then registered with the Land Titles Office, but it may make a separate agreement with any Owner respecting repairs or replacements to a Unit whether or not the Corporation is responsible for the repairs.
- 42.15 The Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Corporation is not required to insure, including Improvements and Betterments made by an Owner or to other property specified in these Bylaws as being the responsibility of an Owner to insure
- 42.16 When the expected costs to repair or replace property insured by the Corporation following loss or damage is below the applicable deductible on the Corporation's insurance policy, the Corporation is not required to make an insurance claim.
- 42.17 The Board shall at all times have the discretion to determine whether or not any claim is made with respect to any damage to insured property, having regard to the amount of the loss, the amount of the deductible and the effect on the Corporation's insurance premiums, and any other factors considered by the Board to be reasonable.

43. **Deductibles**

43.1 The insurance placed by the Board may include provisions commonly known as “deductibles”. If a claim is made under that insurance, the deductible will generally be a Corporation expense. However, an Owner shall be absolutely liable to the Corporation for the amount of an insurance deductible, or the costs of repair/replacement in the event no insurance claim is made, whichever amount is lower, including any costs of the adjuster engaged by the Corporation to settle the loss, up to a maximum of fifty thousand (\$50,000.00) dollars or such other maximum amount as may be specified in the Act from time to time in the case of:

- a) an insured loss occurring to any Unit,
- b) to the Common Property, or
- c) any Corporation Property

where the damage or destruction originated from that Owner’s Unit or any Exclusive Use Area assigned to that Owner, and whether or not a claim is made against the policy of insurance maintained by the Corporation.

43.2 In the event that an insured loss causes damage to property the Corporation is required to insure and the cause of the loss is due to an act or omission of an Owner, Occupant or Tenant of an Owner or member of their families, or of guests, invitees or licensees of an Owner’s Unit, whether negligent or not, the Owner shall be liable for the amount of the insurance deductible or for the costs of repair in the event no claim is made, including costs of the adjuster.

43.3 An Owner shall not be liable for the insurance deductible or costs of repair where the insured loss arises from:

- a) a defect in the construction of the Unit or Exclusive Use Area assigned to the Owner;
- b) damage attributable to an act or omission of the Corporation, a member of the Board, officer, employee or agent of the Corporation, or any combination of them, or
- c) normal structural deterioration of the Common Property or the Corporation Property.

43.4 In the circumstances described herein where the Owner is deemed liable under these Bylaws, the amount of the insurance deductible or costs of repair shall be deemed a disproportionate Common Expense of the Corporation and shall be charged back to the account for Common Expenses for that Owner’s Unit as a Unit Charge.

43.5 Where the Owner has reimbursed the Corporation for the cost of repair/replacement or the insurance deductible, whichever is lower, the Owner shall be reimbursed by the Corporation if it recovers that amount from a third party.

43.6 Nothing in this section shall be construed in a manner so as to limit or otherwise affect any civil action or other legal remedy that may be available to an Owner or to the Corporation as against each other or as against another person who was responsible for causing or contributing to the damage to insured property of the Corporation, including but not limited to any damage caused through negligence, willful or criminal acts.

44. Urgent Repairs

- 44.1 The Board on behalf of the Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage that was not the Corporation's responsibility to insure against, if:
- a) the Owner's failure to repair poses a risk to public safety, or puts Common Property, other Units, Occupants, personal property in other Units or the real or Personal Property of the Corporation at risk,
 - b) the Owner of the Unit or an agent of the Owner has not commenced repairs within a reasonable amount of time, and
 - c) the Board has provided reasonable notice to the Owner.
- 44.2 Any costs incurred by the Corporation in effecting such repairs shall be deemed disproportionate Common Expenses and assessed to the Owner's Unit as a Unit Charge.

45. Insurance Trustee

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

46. Substantial Damage

- 46.1 In the event of loss, damage, or destruction of any part of the Parcel, the Board shall, within sixty (60) days of the occurrence, determine whether such loss, damage or destruction has constituted substantial damage, being damage to twenty-five (25%) or more of the Project.
- 46.2 Should it be determined that the loss, damage, or destruction constitutes substantial damage, the Board shall convene a Special General Meeting of the Corporation within one hundred twenty (120) days of the occurrence for the purpose of determining whether to terminate the condominium status of the Corporation, providing at least fourteen (14) days' notice to all Owners and holders of registered interests in the Project.
- 46.3 Unless the Corporation determines there has been substantial damage to the Parcel and a decision is made to terminate the status of the Corporation, the proceeds of insurance shall be paid to the Corporation or to any insurance trustee appointed by the Board and used to effect repairs or replacement of the insured property forthwith, subject to the limitations set out herein with respect to any Standard Insurable Unit Description or otherwise.

47. Termination and Settlement Scheme

- 47.1 No Owner shall be entitled to claim any compensation from the Corporation for any loss alleged to be attributable to the decision to terminate the condominium status.
- 47.2 If the Corporation resolves to terminate the condominium status in accordance with the Act and the terms set out herein, the insurer's option to reconstruct the damaged property shall be deleted or waived and the Corporation shall have the right to obtain a cash settlement (without deduction for depreciation).
- 47.3 Upon termination of the condominium status:
- a) Any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners of the Parcel.
 - b) The Board shall disburse the proceeds of insurance remaining after payment of all the Corporation's debts and liabilities in accordance with the Act, Regulation, these Bylaws, and the terms of any Court order approving termination, but generally in the following order of priority:
 - i) the Unit's Unit Factor portion of the costs of sale and common closing costs;
 - ii) any extra costs incurred to effect transfer of title of that Unit clear and free of encumbrances, including the cost of filing discharges of writs, caveats, construction liens, certificates of lis pendens and other registrations against the certificate of title to the Unit, if any;
 - iii) the amount required for payment of property taxes owed to the Municipality for that Unit, if any;
 - iv) the amount required to pay all outstanding Contributions and interest owed to the Corporation by the Owner of that Unit, if any;
 - v) the amount required to pay all Mortgagee(s) and other persons with financial interests registered on the title for that Unit, if any;
 - vi) any other proven amounts owed by the Owner of that Unit to the Corporation, if any; and
 - vii) the balance remaining, if any, to the Owner.
 - c) In making any alternate apportionment hereunder, the Corporation (or the insurance trustee, if any) shall have regard to the interest of all of the Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment.
 - d) Notice of any proposed apportionment shall be given to all Owners and all Mortgagees, and no distribution of insurance proceeds shall be made until after the expiry of thirty (30) days following the date of notice given to the last of such parties.
- 47.4 All notices required to be given under this provision of the Bylaws shall be done by registered mail, and if any party shall dispute the proposed apportionment, they must notify the Corporation or insurance trustee in writing within sixty (60) days of receipt of the notice. If no party disputes the distribution within this time, the Corporation may proceed as proposed in the notice, however if notice of a dispute is properly received within the timeframe noted herein, the Corporation shall refer the matter to the Court to determine a just and equitable apportionment and distribution of the Corporation's remaining assets, insurance proceeds and/or any proceeds of sale of the Project.

48. Insurance Appraisal

- 48.1 The Board shall obtain an annual appraisal from a qualified and reputable appraiser of real property, of the full replacement value of the Apartment Building and other items the Corporation is to insure including all of the Units to the Standard Insurable Unit Description, all Common Property, and Corporation Property, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation

49. Exclusion of Liability

- 49.1 No Owner, Tenant or other Occupant or any member of their household shall be entitled to claim or shall claim any compensation from the Corporation, members of the Board or the Manager for any loss, injury or damage to their property or person, howsoever caused, including as may arise from any defect or want of repair of any part of the Parcel, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is greater.

50. Insurance Carried by Occupants

- 50.1 Occupants shall at all times, carry insurance in respect to ownership and occupation of their Unit as permitted by the Act, provided that the liability of the insurers providing the insurance obtained by the Corporation shall not be affected or diminished by the reason of insurance carried by an Owner.
- 50.2 Each Owner must obtain and maintain the following insurance:
- a) "All Risks" property insurance, including coverage for water damage, for all Improvements and Betterments;
 - b) coverage for the Corporation's insurance deductible, to cover the assessment of a deductible under the Corporation's insurance policy against the Owner as a Unit Charge (Contribution); and
 - c) comprehensive general liability insurance for a minimum of two million (\$2,000,000.00) dollars for any one incident.
- 50.3 Owners are solely responsible for the insuring of any personal property or contents kept or stored within their Unit, Exclusive Use Areas, or anywhere in the Project, and the Corporation shall not be liable to any Owner, Occupant or Tenant for any losses or damages to such property howsoever caused.
- 50.4 Upon request, the Owner must provide confirmation of insurance coverage to the Board, including a binder letter and a certificate of insurance from their insurance provider.
- 50.5 If a Unit is rented to Tenants or occupied by an Occupant other than the Owner, then the Owner is responsible to ensure that a Tenant insurance policy or coverage through the Owner's policy is in place, and any losses incurred by the Corporation in respect of insurance claims by Tenants or other Occupants of the Owner's Unit shall be borne by the Owner, except as prohibited by law. If a Unit is rented to a Tenant the Owner of such Unit is solely responsible for any rental interruption insurance and the Corporation shall not be liable to any Owner for any loss or damage in this regard for any cause whatsoever.
- 50.6 In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by an Owner, Tenant, other Occupant, or Mortgagee.
- 50.7 Nothing in these Bylaws shall restrict the right of any Owner to obtain and maintain additional insurance of any kind in respect of the ownership, use or occupation of their Unit and their personal liability as permitted by the Act or otherwise permitted by law.

PART 7 - MISCELLANEOUS

51. Developer's Use of Property

52.1 The Developer (and its employees, contractors & agents) is entitled to:

- a) use one or more Units owned by it for the purpose of a showhome or a sales centre;
- b) erect reasonable signage and pursue all reasonable promotional operations;
- c) have reasonable access to all parts of the Project for the purpose of completing unfinished Units and Common Property;
- d) have access to the common areas at all reasonable hours to display them to prospective purchasers;
- e) refer to this Project in its promotional operations.

53. Phasing

53.1 The Project is intended to be built in phases in accordance with section the Act and Regulations.

53.2 The Developer is entitled to construct dwellings in accordance with the phased disclosure statement registered at the Alberta Land Titles on the condominium sheet for this Project. Within a reasonable time after constructing new buildings, the Developer shall install landscaping and sidewalks of the same nature and quality as that which exist in the developed portion of the Project.

53.3 While any phase of the Project is undeveloped or under construction, the Developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the Developer is not required to pay any Condominium Fees for Units in phases which are undeveloped or under construction.

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

54. Non-Profit Corporation

54.1 The Corporation shall operate as a non-profit corporation.

SECTION 4: OTHER DOCUMENTS

CONDOMINIUM MANAGEMENT DEVELOPER AGREEMENT



THIS AGREEMENT made effective the 1st day of _____, 202__.

BETWEEN:

PEKA PROFESSIONAL PROPERTY MANAGEMENT LTD.
301, 5819 2 Street SW
Calgary, AB. T2H 0H3
Phone: (403) 454-3050 Fax: (403) 454-3052
info@peka.ca

(Hereinafter called "PEKA")

AND:

Condominium Corporation No. TBD
"Sage Hill West Condominium"
Symons Valley Road NW

(Hereinafter called "the Corporation")

As lawfully represented by Rohit Group of Companies
550-91st Street SW, Edmonton AB T6X0V1

(Hereinafter called "the Developer")

WHEREAS the Corporation has registered Condominium Plan No. _____ (to be registered) (hereinafter called "the Condominium") at the Land Titles Office for the South Alberta Land Registration District at Calgary, Alberta pursuant to the provisions of the Condominium Property Act of Alberta, R.S.A. 2000, as amended, (hereinafter called "the Act"),

AND WHEREAS, the Developer, for itself and on behalf of the Corporation desires to employ PEKA to manage the Condominium, and PEKA desires to be employed to manage the Condominium,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. EMPLOYMENT AND TERM

The Developer, for itself and on behalf of the Corporation, hereby employs PEKA exclusively to manage the Condominium for a one year period to commence upon the turnover of the development to the newly elected board as per section 17 of the Condominium Property Act. This Agreement shall continue in force for a period of one year, after which time it will automatically renew in further one year periods, provided there are no changes to the agreement by either party. The Condominium Corporation may elect not to renew this agreement at the end of the first year term or any subsequent renewal period by providing the other party written notice on or before sixty (60) days prior to the commencement of any renewal period. Termination is in accordance with one of the following paragraphs:

- a. Following the renewal term, a majority of the Board, on behalf of the Corporation, may give (60) sixty days written notice to PEKA of its intent to terminate the next renewal period, which notice must be received before the commencement the renewal period.
- b. PEKA may terminate this Agreement at any time by giving sixty (60) days written notice to the Board; or
- c. The Corporation may terminate this Agreement at any time under the terms of Paragraph 16 of this Agreement.

2. AGREEMENT OF CONTRACTOR

PEKA agrees to manage the Condominium to the extent, for the period, and upon the terms and conditions herein provided.

The Corporation and PEKA agree that Schedules A and B to Condominium Management Agreement is incorporated into and forms part of this Agreement.



PROFESSIONAL



EFFICIENT



KNOWLEDGABLE



AFFORDABLE

3. CONTRACTED SERVICES

More particularly, PEKA agrees to perform the following services in the name of and on behalf of the Corporation, and the Corporation hereby gives PEKA the authority and powers required to perform these services:

- a. PEKA shall receive, receipt and deposit all monthly assessments and other charges due to the Corporation for the operation of the Condominium, shall advise the Board of delinquent payments, and shall send notices of delinquency as authorized and directed by the Board.
- b. PEKA shall maintain records showing all receipts and expenditures relating to the Condominium and shall promptly submit to the Board or its nominee a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the Corporation's accounts on or before the last day of the following month or such later date as the Board may specify.
- c. On or before (date to be determined) of each year, as the Board deems appropriate, PEKA shall prepare and submit to the Board or its nominee a recommended budget for the operation and management of the Condominium, including the activities of the Board, for the next fiscal year, showing anticipated receipts and expenditures for such year, and shall assist the Board in determining the Appropriate assessment contribution to be paid by each unit owner for common and administrative expenses, as required by the Act and the By-Laws of the Corporation, and shall recommend such revisions thereof as may from time to time be appropriate. PEKA shall administer such funds on behalf of the Corporation and its Board; however, no action or purchase shall be undertaken under the budget until the budget (in final form) is approved by the Board.
- d. Within thirty (30) days after the end of each fiscal year or such later date as the Board may specify, PEKA shall submit to the Corporation a summary of all receipts and expenditures relating to the Condominium for the preceding year, provided that this service shall not be construed to require PEKA to supply an audit. Any audit required by the Corporation shall be prepared at the expense of the Corporation by accountants selected by the Board.
- e. Subject to the direction of the Board, and at the expense of the Corporation, PEKA shall cause the common property of the Condominium to be maintained according to standards appropriate to and consistent with the age, character and the financial position of the Corporation.
- f. Based on the budget, standards and wage rates previously approved by the Board, PEKA shall negotiate agreements with, supervise and discharge personnel required to maintain and operate the Condominium properly. All such personnel shall be contractors or employees of the Corporation and not of PEKA. All salaries, taxes and other expenses payable on account of any such contractors or employees shall be paid for by the Corporation.
- g. PEKA shall use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to any unit or the common property, and if a claim or lien shall be filed in respect of such work, subject to the direction of the Board and at the expense of the Corporation, PEKA shall forthwith use its best efforts to have same removed and discharged, when and if appropriate.
- h. PEKA shall execute and file all returns and other instruments and do and perform all acts required of the Corporation as an employer in respect of contributions and deductions for unemployment insurance, Canada Pension Plan, Income Tax and any other contributions or payments required under any social, labor or tax legislation in force from time to time. In connection therewith and, the Corporation agrees to execute and deliver promptly to PEKA all necessary powers of attorney, notices of appointment and like approvals or directions.
- i. Subject to the direction of the Board, PEKA shall negotiate and execute on behalf of the Corporation, contracts for snow removal, landscaping and such other services for the Condominium as may be necessary or desirable. PEKA shall also purchase on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Condominium. All such purchases and contracts shall be in the name of and at the expense of the Corporation.
- j. PEKA will pay from the funds of the Corporation all applicable building inspection fees, insurance premiums on policies for the Corporation, and all other charges or obligations incurred by the Corporation with respect to the maintenance or operation of the Condominium or incurred by PEKA on behalf of the Corporation pursuant to the terms of this agreement or promptly advise the Board of such charges or obligations due, pursuant to any authority granted by the Corporation.

- k. PEKA shall maintain appropriate records of all insurance coverage carried by the Corporation. PEKA shall co-operate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of common property of the Condominium including any damage or destruction thereto.
- l. PEKA shall advise owners, purchasers, tenants and other occupants of Condominium By-Laws and parking regulations.
- m. PEKA shall maintain a current listing of owners, mortgagees and tenants, but shall not be responsible for failure to do so caused by lack of co-operation from owners, mortgagees and/or tenants.
- n. PEKA shall keep the Board and all owners of units advised of the telephone number or numbers at which an agent or representative of PEKA may be reached during normal business hours in respect of any breach or violation of the By-Laws or of any rules and regulations for the time being in force of the Corporation. PEKA shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the By-Laws or any rules and regulations in force. PEKA shall deal promptly with infractions and deal immediately with any emergency arising in connection with the maintenance and operation of the common property which is determined as such by PEKA or the Board.
- o. PEKA shall not be responsible for failure to have performed any of the above services caused by strikes, unavoidable casualties or any cause beyond PEKA's control.

4. LIMITATION ON EXPENDITURES

- a. In discharging its responsibilities under paragraph 3 hereof, PEKA shall not make any expenditures nor incur any non-recurring, unbudgeted contractual obligation exceeding One Thousand Five Hundred Dollars (\$1,500.00) without the prior consent of the Board, provided that no such consent shall be required to repay any advances made by PEKA under the terms of paragraph 4(b).
- b. Unless the Board directs otherwise in specific situations, any normal expenditure in excess of Five Thousand Dollars (\$5,000.00) will be tendered for a minimum of Two (2) and preferably Three (3) quotations.
- c. PEKA shall have no authority to make any physical or structural changes to the Condominium or to make any other major alteration or addition in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Condominium or the safety of the owners or occupants or are required to avoid the suspension of any necessary services to the Condominium. It is understood and agreed by the parties hereto that PEKA shall at its sole discretion determine whether or not an emergency exists and whether or not such emergency is of a major or minor nature. Notwithstanding paragraph 4(a) and paragraph 4(b) hereof, PEKA may proceed with any said emergency repairs on behalf of the Corporation without the prior consent of the Board.

5. INDIVIDUAL UNITS

NOTWITHSTANDING any other provision of this agreement, PEKA is given no authority or responsibility for maintenance of or repairs to individual dwelling units in the Condominium unless:

- a. the Board orders PEKA to undertake specific repairs or maintenance for the common good of the Corporation; and PEKA agrees to perform these tasks on behalf of the Board; or
- b. the necessity arises in the course of neutralizing an emergency situation under the powers given in paragraph 4 above. Any such maintenance or repairs shall be the responsibility of the Corporation and the individual unit owners.

6. CONDOMINIUM MONEYS

PEKA agrees that all moneys collected by it on behalf of the Corporation shall be deposited and kept in a separate account in a Canadian Bank or Trust Company.

PEKA agrees that its employees who handle or are responsible for the safekeeping of any moneys of the Corporation shall be covered by a fidelity bond protecting the Corporation, such bond to be in an amount and with a company determined by the Board. The cost of such bond shall be paid by the Corporation.

7. MANAGEMENT COMPENSATION

The Corporation shall pay to PEKA as compensation for services rendered by PEKA in accordance with this agreement **(\$21.00) TWENTY ONE DOLLARS** plus G.S.T per unit per month in lawful money of Canada or such other amount as may be set from time to time by agreement between the Corporation and PEKA. This sum will be payable on or before the last day of each and every month during the term of this Agreement. **On January 1, 2028**, the Corporation shall pay to PEKA as compensation for services rendered by PEKA **(\$22.00) TWENTY TWO DOLLARS** per unit per month plus G.S.T. **For greater certainty, prior to turnover, management compensation will be calculated on those units which have been both sold and conveyed by the Developer to the purchaser as at the first day of each month, and PEKA has been charged with the assessment and collection of condominium contributions for those units.**

Additional charges will be made to the Corporation to reimburse PEKA for direct expenses incurred, such as for postage, multiple copies, production of newsletters, long distance telephone calls, bank charges, special stationery and/or supplies purchased specifically for the Corporation. Time spent by PEKA on behalf of the Corporation in preparing for appearing in Court, in arbitration hearings, or in extraordinary pursuits, including the time of the PEKA incurred in attending to, supervising, or managing any possible or actual insurance claim matters, will be charged for at \$100.00 per hour (or such amount as may be agreed upon between the Corporation and PEKA and entered into the Minutes of the meeting of the Board at which the agreement was reached), under the following terms and conditions:

PEKA will advise the Board if a situation which, in PEKA's opinion, constitutes an "extraordinary pursuit" has arisen, as soon as it becomes apparent. PEKA will provide the Board with its assessment of the situation and costs to date along with a prognosis, if possible. If the Board agrees that an "extraordinary pursuit" has arisen, it will authorize payment of PEKA's account to date. PEKA's account will be based upon the rate established from time to time. If the Corporation wishes PEKA to continue in the extraordinary pursuit, PEKA and the Corporation will negotiate an appropriate fee structure or flat rate.

In the case of any capital project identified in the Reserve Fund Plan (RFP) that exceeds \$5000, PEKA will automatically charge 2% of the tendered quote to cover their expenses to coordinate the project.

In the event there is a loss, that is an insured peril for the Corporation or other, such as seepage, settlement or cracking, and costing in excess of \$5,000, PEKA shall deem the loss as an extraordinary pursuit to the Corporation or Corporation's insurance company for PEKA's additional time and all administration costs involved in assisting with the administration of the loss. In the event the insurance company does not pay the administration fee, the Corporation shall reimburse PEKA for the administration fee.

8. MEETINGS & REPORTING

Upon a minimum of 48 hours' prior written notice confirmed by telephone, a PEKA representative (which representative is subject to the approval of the Board) shall, for the purpose of presenting a report and receiving directions, attend meetings of the Board. A PEKA representative will attend a maximum of **(6) SIX** meetings per budget year including the A.G.M. All additional meetings will be invoiced to the Corporation in accordance with Section B of Schedule B.

9. REPOSITORY OF RECORDS

PEKA shall be custodian of the official records of the Board and the Corporation but shall not be required to record the Minutes of meetings. PEKA shall keep all official records given into its care in a safe place.

10. DESIGNATED REPRESENTATIVE

The Corporation, through its Board, shall from time to time designate one individual who shall be authorized to deal with PEKA on any matter relating to the management of the Condominium. Direct communication with any Board member on matters relating to his or her official capacity or known expertise shall be permitted, but decisions reached as a result of such direct communication shall require ratification of the Board at its next meeting, or by telephone poll.

Initial	Initial

Until otherwise notified, the officer designated by the Board is the current President, except as noted herein. PEKA is directed not to accept directions or instructions with regard to the management of the Condominium from anyone else unless authorized by the current President.

For sake of clarity, when the Board is conducting on-line communications, the Designated Representative agrees only to include PEKA in email exchanges when there is action to be taken or direction required by PEKA. This shall be clearly indicated in the Subject line of the email.

Initial	Initial	4

11. COMPLIANCE WITH LEGISLATION

PEKA is not responsible for compliance by the Corporation, its Board, or any owner with any ordinance, law, rule or regulation, whether municipal, provincial, federal or made by any public authority or official thereof having jurisdiction notice, summons or like document received by it relating to such matters.

The Corporation represents that to the best of its knowledge the Condominium complies with all such requirements and agrees to indemnify and hold harmless PEKA, its agents, servants and employees, of and from all loss, cost, damage, expense or liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such law, ordinance, rule or regulation, except where unlawfully or negligently omitted or violated by PEKA or any of its agents, servants or employees.

PEKA agrees that all services performed under this Agreement shall be in accordance with the applicable laws, rules and regulations. Further PEKA agrees to adhere to the professional conduct standards set out by the Real Estate Council of Alberta (RECA). In the event of any changes in the applicable laws, rules, and regulations, PEKA shall promptly notify the Corporation and adapt its services accordingly.

12. STATEMENT OF DUTY

At all times, PEKA shall act in the best interest of the Corporation and in so acting, PEKA, shall not be influenced to the detriment of the Corporation by reason of any financial or other relationship it may have with any other person, firm or corporation. All information on the development, management or disposal of the Condominium or of any units or part thereof, and of the Corporation, whether financial or otherwise, shall be treated and forever held confidentially, and this provision shall survive any termination of this agreement.

13. COVENANTS OF THE CORPORATION

The Corporation hereby agrees:

- a. To indemnify, defend and save PEKA harmless from and against all claims, demands, actions, causes of actions and suits in connection with the Condominium, the Corporation and/or the Board and from liability for damage to property and injuries to or death of any owner, any tenant, or any officer, agent or employee of the Corporation or other person whomsoever, and to carry at its expense public liability and property damage insurance naming the Corporation, the Condominium, the Board and PEKA as insureds, which insurance shall be in form, substance and amounts satisfactory to PEKA; and the Corporation shall evidence the existence of such insurance upon request. Unless the Corporation shall provide such insurance and/or furnish such evidence within fifteen (15) days of PEKA's request for same, PEKA may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Corporation.
- b. To pay all expenses incurred by PEKA including without limitation all legal fees and disbursements for counsel employed to represent PEKA and/or the Corporation in any proceeding or suit involving an alleged violation by PEKA and/or the Corporation, and/or any officer, agent and/or employee of either and/or both of them, of any provision statute, ordinance, law or regulation, including without restricting the generality of the foregoing, any law relating to environmental protection, fair housing or fair employment (unless PEKA is finally adjudicated to have, for its own account and not in a representative capacity, knowingly violated such provision, statute, ordinance, law or regulation) but nothing herein contained shall require PEKA to employ counsel to represent the Corporation in any such proceeding or suit. NOTWITHSTANDING THE FOREGOING, the Board shall not be obliged to make any payment to, or reimburse PEKA for any cost or expense incurred by PEKA while acting outside the course of its agency or in conducting or operating its own business or office.
- c. To provide PEKA with all documents and records available to the Corporation which may be required by PEKA to properly manage and operate the Corporation and to perform its duties hereunder.
- d. To provide PEKA with copies of any amendments or additions to the By-Laws of the Corporation.

14. DISPUTE RESOLUTION

In the event a dispute arises between the parties hereto relating to any question of construction or interpretation of this agreement or the privileges, rights, duties or liabilities of the parties hereunder or of either of them, such dispute shall be submitted to an arbitrator to be agreed upon by both parties within thirty days of one party giving notice to the other in the manner prescribed in paragraph 18 of this Agreement. Each party shall pay its own costs and shall share equally the costs of arbitration. The award and determination of the arbitrator shall be final and binding upon both parties and each party agrees not to appeal any such award or determination.

15. APPLICATION OF THE CONDOMINIUM PROPERTY ACT

The Board and PEKA shall abide by the Act as amended from time to time or any legislation passed in substitution thereof or replacement thereof and the By-Laws of the Corporation as amended from time to time. Each acknowledges and agrees that this agreement is subject to the provisions of the Act insofar as it is applicable to this agreement. In the event of any conflict between the Act or the By-Laws and any provision of this agreement, the Act and/or By-Laws shall prevail. This Agreement does not contemplate potential government legislated alterations or revisions to the Condominium Property Act or Condominium Property Regulation.

Words and expressions which have a special meaning assigned to them in the Act or in the By-Laws of the Corporation have the same meaning in this agreement unless a contrary intent is expressed in this agreement.

16. EVENTS OF TERMINATION

Notwithstanding the other provisions hereof, this agreement shall terminate upon any of the following events:

- a. The insolvency or bankruptcy of PEKA, or upon PEKA taking steps to wind up its business voluntarily or otherwise; or
- b. On the termination of the condominium status of the Condominium as it presently exists or as it may be amended.
- d. If PEKA is insubordinate, reckless or negligent in performing its duties hereunder, the Corporation, through its Board, may give PEKA thirty (30) days' notice to cure any complaint, deficit, failure or omission on the part of PEKA, and if such complaint, deficit, failure or omission is not cured or dealt with to the reasonable satisfaction of the Corporation within such time, then this agreement shall forthwith terminate without further notice.
- e. If the Corporation fails to comply with PEKA's demand that the Corporation specifically assume, novate and ratify with PEKA all of the covenants, obligations and liabilities, and grant all of the indemnities undertaken by the Corporation contained in this agreement.
- f. If PEKA fails to maintain its Real Estate License with the Real Estate Council of Alberta (R.E.C.A.).
- g. Upon termination or expiration of this Agreement, the Corporation shall pay to PEKA the equivalent of **(2) TWO MONTHS FEES** plus G.S.T. as closing costs in finalizing the management of the corporation.

17. CONFIDENTIALITY, DATA PROTECTION & PRIVACY, LIABILITY, AND INDEMNIFICATION

- a. PEKA agrees to maintain the confidentiality of all information provided by the Developer and the Corporation in connection with this Agreement and the management of the Condominium.
- b. PEKA recognizes that any personal information collected is utilized and disclosed solely for the purposes related to managing the Condominium, and only with consent or as allowed by law. Access to personal information is restricted to: employees required to access the information to perform their duties; representatives of the Corporation such as financial institutions; service providers performing tasks on behalf of PEKA; individuals or organizations authorized through consent; anyone who is otherwise authorized by law. Consent may be withdrawn at any time (subject to any legal or contractual obligations), though such withdrawal may affect PEKA's ability to continue providing services to the Condominium.
- c. Upon termination or expiration of this Agreement, the Service Provider shall, unless otherwise required by law, either securely dispose of or return all personal data received under this Agreement.
- d. PEKA agrees to comply with all applicable data protection laws and regulations, such as the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Personal Information Protection Act (PIPA) of Alberta.

- e. No party to this Agreement shall be liable to the other for indirect, incidental, consequential, special, punitive, or exemplary damages, including (without limitation) loss of profits, loss of business opportunities, reputational harm, or data loss—even if either party has been advised of the possibility of such damages.
- f. The aggregate liability to each party under the Agreement (whether in contract, tort, or otherwise), except for claims arising from gross negligence, fraud, or willful misconduct, shall not exceed the total fees paid by the Corporation or Developer to PEKA in the twelve (12) months preceding the claim.
- g. Each party to this Agreement agrees to indemnify, defend, and hold harmless the other (including its affiliates, officers, employees, and agents) from any claims, damages, losses, or expenses (including reasonable legal fees) arising from: injuries, death, or property damage related to the Condominium, except when solely due to the other party's gross negligence or willful misconduct; regulatory violations, operational failures, or financial mismanagement attributable to the indemnifying party; third-party claims linked to condominium management issues; and breaches of confidentiality or unauthorized handling of personal data- including failure to obtain proper consent as required by applicable privacy laws.

The obligations set forth under Section 17 shall survive the termination or expiration of this Agreement.

18. RETURN OF CORPORATION PROPERTY

As per the Condominium Property Act of Alberta; Section 17.2:

- 1. The original copies of any documents or records prepared for a corporation by a condominium manager or a member of the board, including, without limitation, the documents referred to in section 12(1) and prescribed documents, are the property of the corporation.
- 2. A condominium manager shall, within 30 days after the termination of a management agreement, at no charge, return to the corporation all property belonging to the corporation, including, without limitation, the documents and records referred to in subsection (1) and prescribed property.
- 3. An individual who ceases to be a member of the board shall, within 30 days after ceasing to be a member of the board, at no charge, return to the corporation all property belonging to the corporation, including, without limitation, the documents and records referred to in subsection (1) and prescribed property

19. NOTICES

Any notice or demand required or permitted herein shall be in writing and shall be effected by sending same:

- a. to PEKA by prepaid registered mail at:
105, 1002-8th Avenue, Canmore, AB T1W0C4
- b. to PEKA by commercial courier at:
105, 1002-8th Avenue, Canmore, AB T1W0C4
- c. to the Corporation by prepaid registered mail at:
Current President's home address
- d. to the Corporation by commercial courier at:
Current President's home address

Notices sent as prescribed above shall be deemed received on the third business day after the day sent.

Either party may change its address for notices by sending notice to the other as set forth in 18 above.

20. INUREMENT

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

Sage Hill West Condominium Corporation No. TBD

As lawfully represented by Rohit Group of Companies ("the Developer")

Per: _____
I have the authority to bind the Corporation (Print name)

PEKA PROFESSIONAL PROPERTY MANAGEMENT LTD.

Per: _____
I have the authority to bind the Corporation (Print name)

SCHEDULE 'A'

TO CONDOMINIUM FULL SERVICES MANAGEMENT AGREEMENT

ADDITIONAL EXPENSES: Schedule A - Subject to change on account of the new Condominium Property Act of Alberta and its Regulations. PEKA is working diligently on resultant changes and will be communicated further with our clients.

Information Statements and Estoppel Certificates*	Price varies**
Condominium Records Provided under Section 44 of the Act*	Price varies**
Arrears Charges (Reimbursable Fee):	
30 days in arrears: Notice sent to offending owner	\$25.00
60 days in arrears: 2nd notice sent to offending owner	\$75.00
90 days in arrears: Final Notice of Delinquency (via registered mail)	\$150.00
120 days in arrears: Caveat Registration Against Title to Unit	\$750.00***
150 days in arrears: Notice of Caveat Registration to Mortgagees(s) (via registered mail)	\$150.00
180+ days in arrears: Statement sent to owner once per month for duration of delinquency	\$25.00
At direction of Board: Preparation of file to turn matter over to lawyer for additional services	\$250.00
Phone/Fax/Stationary Fee	Based on condominium size
Monthly Electronic Fund Transfer (EFT 0.30 cents- PEKA's direct Cost)	\$0.30 per transaction
Yardi- Voyager Payscan Invoice Fee (PEKA's Direct Cost)	\$1.00 per invoice
Non-Sufficient Funds (NSF) Fee (<i>Reimbursable Fee</i>)	\$75.00
Copies: black and white (includes labor for folding, envelope stuffing, etc.)	\$0.22 per page
Copies: colour	\$0.50 per page
Page lamination	\$2.00 per page
AGM hosted at PEKA office (ZOOM and meeting administration) or via ZOOM	\$125.00
Teleconference hosted by PEKA	\$25.00
Board Meeting hosted by PEKA via ZOOM	\$25.00
Postage	Current rate as billed by Canada Post (<i>no upcharge</i>)
Courier	Current rate as billed by provider (<i>no upcharge</i>)
Newsletter Production (copy & postage fees billed separately)	\$100.00
Newsletter distribution where PEKA does not create the document	Postage & Copy fees apply
Buzzer Panel Updates - per occurrence	\$25.00
Registration of Directors at Land Titles	\$10.00
Title searches at Land Titles	\$20.00
Hourly Rate for Extraordinary Pursuits	\$100.00
Administrative Fee for Bylaw Infraction Violation Enforcement Letter	\$150.00 per occurrence. **Subject to change.
After Hour Emergency Call - Regular Rate charge per incident	\$75.00
After Hour Emergency Call - Holiday Rate per incident	\$100.00
After Hour Emergency Call - Regular Rate charge per hour for On-Site Visit	\$150.00 for 1 st hour (1 hour minimum) and \$100.00 per additional hour
After Hour Emergency Call - Holiday Rate charge per hour for On-Site Visit	\$200.00 for 1 st hour (1 hour minimum) and \$150.00 per additional hour

Unless otherwise noted, all additional expenses are subject to GST and subject to change.

* Cost is billed to and collected directly from the party who ordered the item(s).

** Price of each document varies. See www.condopapers.com for list of current documents and pricing.

***Includes the cost of discharging the caveat once the account is settled in full.

SCHEDULE 'B'
TO CONDOMINIUM FULL SERVICES MANAGEMENT AGREEMENT

WHEREAS PEKA and the Corporation are a party to a Condominium Management Agreement made effective the **first day of April, 2025**.

AND WHEREAS PEKA and the Corporation desire to amend and supplement the Condominium Management Agreement by way of this Schedule "B" to account for the additional duties and responsibilities herein mentioned;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, PEKA and the Corporation hereby agree as follows:

NEW MANAGERS' DUTIES AND SERVICES AND CORRESPONDING FEES:

1. ADMINISTRATION:

A. Attendance to Meetings:

- i. Unless otherwise agreed between the parties, the manager shall attend a maximum number of **(7) Seven** meetings per fiscal year.

Meetings include, but are not limited to, Board meetings and / or walk-arounds, annual general meetings, special general meetings, information meetings, and reserve fund planning meetings, and shall not exceed two (2) hours in duration. Additional meetings and durations shall incur additional hourly charges in accordance with this Agreement.

- ii. All meetings shall occur between Monday and Thursday between the hours of 8:30 a.m. and 8:30 p.m., or on between the hours of 9:30 a.m. and 3:30 p.m.

B. Additional Meetings:

If the Corporation requires meetings in addition to the number set out above, or extended hourly attendance by the manager, the Corporation shall pay the following charges to PEKA for these additional services:

- i. For meetings beyond the prescribed number of hours:
 - a. **(\$100.00) ONE HUNDRED DOLLARS** per hour plus G.S.T., with a minimum charge of (1) ONE hour for meetings that exceed (2) TWO hours, or
 - b. **(\$150.00) ONE HUNDRED FIFTY DOLLARS** per hour, with a minimum charge of (1) ONE hour for meetings that are outside of the hours of Monday to Thursday between 8:30 a.m. and 8:30 p.m., or outside the hours of Friday between the hours of 9:30 a.m. and 3:30 p.m.
- ii. For meetings beyond the prescribed number of meetings:
 - a. **(\$100.00) ONE HUNDRED DOLLARS** per hour plus G.S.T., with a minimum charge of (1) ONE hour, or
 - b. **(\$150.00) ONE HUNDRED FIFTY DOLLARS** per hour, with a minimum charge of (1) ONE hour for meetings that are outside of the hours of Monday to Thursday between 8:30 a.m. and 8:30 p.m., or outside of the hours of Friday between the hours of 9:30 a.m. and 3:30 p.m.

C. **Board Meeting Minutes:**

Should the Corporation elect to defer minute taking services to PEKA, the Corporation shall pay compensation to PEKA the sum of **(\$250.00) TWO HUNDRED FIFTY DOLLARS** plus G.S.T. per meeting and set of minutes resulting from said meeting. The Corporation shall arrange for this service with the manager not less than two (2) weeks in advance of the meeting. The first draft minutes will be supplied to the Board for review not more than two (2) weeks following the meeting. The Board will be entitled to one editing submission within two (2) weeks from the time the Board receives the first draft minutes, after which time the Board will assume responsibility for any further edits. Upon acceptance of the minutes by the Board, PEKA shall not be liable for any issues arising relating to the minutes.

D. **Annual General Meeting Minutes ("AGM Minutes"):**

As prescribed by section 20.5 of the Regulations, draft AGM Minutes shall be distributed to owners within sixty (60) days of the AGM. Should the Corporation elect to defer AGM minute taking services to PEKA, the Corporation shall pay compensation to PEKA the sum of **(\$500.00) FIVE HUNDRED DOLLARS** per meeting and set of minutes resulting from said meeting. The Corporation shall arrange for this service with the manager not less than two (2) weeks in advance of the AGM. The first draft AGM Minutes will be supplied to the Board not more than three (3) weeks following the meeting. The Board will be entitled to one consolidated editing submission, after which time the Board will assume responsibility for any further edits.

2. **DOCUMENTS, SET UP and STORAGE:**

- A. As prescribed by Section 44 of the Condominium Property Act, R.S.A. 2000, c. C-22, as amended, (the "Act"), and Sections 20.5, 20.51, 20.52, 20.53, 20.54, 20.55, and Schedule 3 of the Regulations thereto, PEKA will retain and make available the documents required on behalf of the Corporation. In exchange for this document storage subscription service, the Corporation shall pay compensation to PEKA the sum of **(\$100.00) ONE HUNDRED DOLLARS** fixed rate per month plus G.S.T. An annual increase of 2% shall apply to the document storage subscription service. PEKA shall be entitled to recoup the cost to produce and manage documents via direct charges to the purchaser as prescribed by Section 20.53(1) of the Regulations.
- B. The Corporation may elect to opt-out of the above document storage subscription service if it wishes to perform and self-manage these duties, which shall include, but not be limited to, management of high demand disclosure documents required by Realtors and the Alberta Real Estate Association Residential Resale Condominium Property Purchase Contract. In the event the Corporation elects to opt-out of the document storage subscription service, PEKA shall not be responsible for the Corporation's failure to comply with its obligations under Section 44 of the Condominium Property Act, R.S.A. 2000, C-22, as amended, (the "Act"), and Sections 20.5, 20.51, 20.52, 20.53, 20.54, 20.55, and Schedule 3 of the Regulations thereto.
- C. *If the Corporation elects to opt-out of Article 2.A, a Board Resolution at a Board meeting stating the Board will perform and self-manage the documents set-up and storage is required and is to be captured in the Board meeting minutes.*
- D. PEKA shall not be responsible for documents written or obtained by the board for disclosure purposes if said documents have not been provided to PEKA expressly for this stated purpose, nor shall PEKA be responsible for documents not in PEKA's possession.



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.



1.800.352.8240 | anhwp.com

Warranty Coverage Benefits for Homeowners

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

Warranty Insurance Coverage Details

Coverage Prior to Possession

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

**Please confirm amount with your homebuilder.*

Unit Coverage

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

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

Common Property Coverage

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

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

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

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

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

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



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Condominium Deposit Protection Insurance Policy

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

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

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

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

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

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

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

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

TERMS & CONDITIONS

A. DEFINITIONS

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

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

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

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

B. DEPOSIT PROTECTION INSURANCE

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

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

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

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

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

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

Once the Claim is paid:

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

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

C. PURCHASER'S PROTECTION PROGRAM

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

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

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

D. INSURED OBLIGATIONS

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

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

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

E. GENERAL

The Insured shall:

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

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

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

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

F. LIMITS AND EXCLUSIONS

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

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

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

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

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

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

G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

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

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

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

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

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

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

H. POLICY TERMINATION

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

I. NOTICE

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

If to the Insured:

Attention: Unit Owner

Email:

Facsimile:

If to the Warranty Provider:

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

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

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

J. IN CASE OF DISAGREEMENT

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

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

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

K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

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

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

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

SAMPLE

Home Warranty Insurance Policy

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

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

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

A. DEFINITIONS

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

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



- whether or not that unit or portion of a unit is intended for residential occupancy;
- (f) “Common Property” means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the Municipal Government Act;
 - (g) “Defect” or “Defects” means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
 - (i) are contrary to the Alberta Building Code;
 - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
 - (iii) constitute an unreasonable health or safety risk; or
 - (iv) have resulted in material damage to the New Home;
 - (h) “Defects in the Building Envelope” means Defects that result in the failure of the Building Envelope to perform its intended function;
 - (i) “Delivery and Distribution Systems” include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the Safety Codes Act (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:
 - (i) private sewage disposal systems that:
 - (A) serve a single property;
 - (B) are designed to receive no more than 25 m3 of sewage each day; and
 - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
 - (ii) all components of a Delivery and Distribution System in the New Home that are:
 - (A) present on the Commencement Date of this Policy; and
 - (B) installed during construction by the Residential Builder of the New Home;but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer’s warranty;
 - (j) “Extended Building Envelope Coverage” means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;
 - (k) “Homeowner Portal” means the internet account held by the Insured with the Warranty Provider at the web address www.homeowners.anhwp.com;
 - (l) “Multiple Family Dwelling” means a building containing 2 or more dwelling units;
 - (m) “New Home” means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:
 - (i) a self-contained dwelling unit that:
 - (A) is detached;
 - (B) is attached to one or more other self-contained dwelling units; or
 - (C) includes a secondary suite;
 - (ii) Common Property, Common Facilities and other assets of a condominium corporation;
 - (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
 - (iv) a building that is intended for residential occupancy and that is a Reconstruction; and

- (v) a manufactured home;
but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted from the Regulations from the definition of New Home
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the Alberta Rules of Court (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. WARRANTY INSURANCE COVERAGE

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

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

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

C. INSURANCE POLICY TERMS

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

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

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

D. COVERAGE EXCLUSIONS AND EXEMPTIONS

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

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

E. LOSS OR DAMAGE EXCLUSIONS

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

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



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

F. POLICY TERMINATION

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

In the event the Warranty Provider terminates this Policy:

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

G. TRANSFER OF WARRANTY INSURANCE COVERAGE

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

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

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

H. INSURED OBLIGATIONS

The Insured shall:

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



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

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

I. CLAIM ASSESSMENT AND DISPUTES

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

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

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

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

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

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

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

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

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

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



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

J. NOTICE

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

If to the Insured:

Attention: Homeowner
Email:
Facsimile:

If to the Warranty Provider:

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

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

K. POLICY CONDITIONS

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

(a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

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

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

(b) WHO MAY GIVE NOTICE AND PROOF

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

- (i) by the agent of the Insured if:
 - (A) the Insured is absent or unable to give the notice or make the proof; and
 - (B) the absence or inability is satisfactorily accounted for; or
- (ii) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (i) of this Condition.



(c) MITIGATION

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

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

(d) ENTRY AND CONTROL

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

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

(e) MATERIAL CHANGE IN RISK

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

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

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

(f) IN CASE OF DISAGREEMENT

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

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

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

(g) TRANSFER OF TITLE

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

(h) ADDITIONAL LIVING EXPENSES

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

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

(i) WARRANTY OF REPAIRS OF DEFECTS

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

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

(j) NOTICE

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

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

L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS

(a) Detached Single Self-Contained Dwelling Unit

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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



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

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

not including land value, interest and costs.

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

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

not including land value, interest and costs.

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

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

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:

WARRANTY COVERAGE	EXPIRY DATE
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SAMPLE





LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0039 232 301 2211260;9;21

TITLE NUMBER
241 163 610

LEGAL DESCRIPTION

PLAN 2211260

BLOCK 9

LOT 21

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.842 HECTARES (4.55 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;25;31;NW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 221 179 352 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
241 163 610	26/06/2024	TRANSFER OF LAND	\$4,777,500	\$4,777,500

OWNERS

SAGE HILL WEST LTD.
OF 120 10130 112 ST NW
EDMONTON
ALBERTA T5K 2K4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 271 259	17/12/2018	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
181 271 263	17/12/2018	CAVEAT RE : RESTRICTIVE COVENANT
181 271 266	17/12/2018	CAVEAT RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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241 163 610

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
181 271 269	17/12/2018	EASEMENT AS TO PORTION OR PLAN:1812434 OVER AND FOR BENEFIT OF: SEE INSTRUMENT
201 069 027	09/04/2020	EASEMENT AS TO PORTION OR PLAN:1812245 OVER AND FOR BENEFIT OF: SEE INSTRUMENT
201 069 029	09/04/2020	EASEMENT AS TO PORTION OR PLAN:2010700 OVER AND FOR BENEFIT OF: SEE INSTRUMENT
201 208 080	10/11/2020	EASEMENT AS TO PORTION OR PLAN:2011884 OVER AND FOR BENEFIT OF: SEE INSTRUMENT
221 179 355	25/08/2022	EASEMENT AS TO PORTION OR PLAN:2211261
221 179 356	25/08/2022	CAVEAT RE : ACCESS
231 041 284	08/02/2023	EASEMENT AS TO PORTION OR PLAN:1812434 2011884 "OVER LOT 20, BLOCK 9, PLAN 2211260"
231 183 111	14/06/2023	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:2311184
241 163 612	26/06/2024	CAVEAT RE : ASSIGNMENT OF INTEREST CAVEATOR - SAGE HILL WEST LTD. 120 10130 112 ST NW EDMONTON ALBERTA T5K2K4 AGENT - DAVID J KOZICKI
241 276 808	25/10/2024	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 4TH FL., 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 ORIGINAL PRINCIPAL AMOUNT: \$80,000,000
241 276 809	25/10/2024	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 4TH FL., 36 YORK MILLS ROAD

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

241 163 610

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

TORONTO
ONTARIO M2P0A4
AGENT - AMEEN TEJANI

TOTAL INSTRUMENTS: 014

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	SUBMITTER	LAND ID

G0049RH	05/05/2025	TRONNES GEOMATICS INC. 403-207-0303 CUSTOMER FILE NUMBER: 21-1365	
002		UTILITY RIGHT OF WAY	2211260;9;21
004		UTILITY RIGHT OF WAY	2211260;9;21

TOTAL PENDING REGISTRATIONS: 001

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING
REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE
SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF MAY,
2025 AT 12:01 P.M.

ORDER NUMBER: 53673579

CUSTOMER FILE NUMBER: Sage Hill



END OF CERTIFICATE

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

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

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

Sage Hill West
Calgary, Alberta

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

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

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

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

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

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

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

SECTION 5: BUDGET

SAGE HILL WEST
126 Unit Townhouse Condominium Project
Calgary, Alberta

Proposed Operating Budget

Revenue	avge unit share	
	Per Year	per month
Condo Fees	\$ 355,000	\$ 235
Other Income		
Total	\$ 355,000	\$ 235
Expenses		
Maintenance & Repairs		
- grounds maintenance	\$ 35,000	
- snow removal (roadway & walks)	\$ 45,000	\$ 64
- general maintenance	\$ 17,250	
Insurance (units and common property)		
- based on full replacement cost	\$ 79,834	\$ 54
- Insurance Appraisal and updates	\$ 1,500	
Utilities		
- power for streetlights	\$ 4,400	
- water & sewer (common property only)	\$ 8,300	\$ 35
- garbage removal	\$ 40,000	
Condominium Management Services		
- Property Management	\$ 33,340	
- postage, bank charges, etc.	\$ 4,800	\$ 25
Other Contracted Services		
- professional fees	\$ 3,150	\$ 2
Other Expenses		
- Contingency	\$ 2,426	\$ 1.60
Total Operating Expenses	\$ 275,000	\$ 182
Reserve Fund	\$ 80,000	\$ 53
Total operating plus reserves	\$ 355,000	\$ 235

This proposed budget was prepared on June 10, 2025 by Edward Davies (lawyer) based on data provided by PEKA Professional Property Management Ltd. It contains estimated operating expenses for the condo corporation's 1st year of normal operations and is valid for 12 months from June 11, 2025. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

ALLOCATION OF UNIT FACTORS / ESTIMATED CONTRIBUTIONS

Sage Hill West
Calgary, Alberta

Under Alberta Condominium law, each condominium unit carries a unit factor which determines that unit's share of the common elements in the project. Unit factors have been allocated among the 126 Residential Units in Sage Hill West based on the following:

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

Unit factors for all units are shown on the unit factor table included on the registered condominium plan.

ESTIMATED COMMON PROPERTY CONTRIBUTIONS

Sage Hill West
Calgary, Alberta

The condominium corporation will raise the funds it requires to pay for common expenses (roadway snow removal, common property insurance, common property utilities, etc.) by adopting a budget and assessing Contributions (i.e. condo fees) to the owners of condominium units.

Professional condominium managers have estimated that operating costs and reserve fund contributions (for the first full year of normal operations) should be **\$355,000**. If the Board adopts the proposed budget (copy included in the Developer's disclosure package), monthly Contributions would be as follows:

	Unit Factor	Estimated Monthly Condo Fees
Bergen	91	\$269
Birch	91	\$269
Cali	58	\$172
Cedar	52	\$154
Fen	91	\$269
Ferrera	91	\$269
Titled Parking Stalls	1	\$ 3

In accordance with section 20.02 of the *Condominium Property Regulation*, if the Closing Date occurs before Contributions have been assessed, that Purchaser will be required to pay the Developer monthly maintenance fees equal to 80% of the proposed Contributions (as shown in the Developer's disclosure package) to help cover the maintenance expenses for that phase (utilities, snow removal, insurance, etc.).

In accordance with section 38 of the *Condominium Property Act*, no contributions will be made to the Reserve Fund until contributions are levied in accordance with Section 39(1)(a) or Section 39.1.

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