

## **PURCHASE AGREEMENT**

**Stile Towns - Seton**

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.

Stile Towns - Seton  
Phased Townhouse Condominium Project  
Calgary, Alberta

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



This document contains the terms of an agreement made between:

Essential Seton Ltd.  
550 - 91 street SW  
Edmonton , Alberta T6X 0V1 (the Developer)

- and -

\_\_\_\_\_  
\_\_\_\_\_

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

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

telephone: \_\_\_\_\_

e-mail: \_\_\_\_\_ (the Purchaser)

## 1. The Purchase

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

- a) Model Type \_\_\_\_\_ to built as Job No. \_\_\_\_\_ within Building No. \_\_\_\_\_  
in a townhouse condominium project to be known as Stile Towns - Seton  
located between 42nd and 45th Streets on the north side of Seton Passage SE,  
Calgary, AB.

Legal Description: Condominium Plan: to be assigned by Land Titles Office ,  
Unit #: to be assigned by project surveyor ;

Civic address: # \_\_\_\_\_, \_\_\_\_\_, Calgary .

- b) titled parking stall no. \_\_\_\_\_ (as shown on the site plan); and  
c) the shares in the common property allocated to the unit.

(the Home)

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

## 2. Payment

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

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

**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 cancels this agreement within 10 days as allowed by the Condominium Property Act,
- c) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times,
- d) the Developer has not removed any of the Developer's conditions set out in this agreement, within the specified times, or
- e) the Developer 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 re-configured 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 Andre Szaszkievich of #202, 1289 - 91 Street SW, Edmonton T6X 1H1.

**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 including the plans and specifications for the Home and also including the documents included in the developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the appearance of the Home. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

**6. Material Changes**

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

**7. Warranty**

- 7.1 The Developer agrees to enroll the project with a 3rd party warranty provider approved under the New Home Buyers Protection Act. As such, the Home will carry the customer protection package specified by the warranty provider, which includes:
- 1 year on workmanship and materials
  - 2 years on mechanical systems
  - 5 years on building envelope
  - 10 years on structural elements

- 7.2 A copy of the applicable Warranty is included in the "Other Documents" section of the Customer Information Package.

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

- 7.4 All other warranties are excluded.

**8. Closing Date and Possession**

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

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

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

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

- 8.5 The Developer agrees to give the Purchaser vacant possession of the Home on the Closing Date, as long as the entire purchase price has been paid.

**9. Transfer of Title**

- 9.1 The transaction will proceed according to normal real estate conveyancing practice. In other words, the Developer will provide a Transfer of Land to the Purchaser's lawyer on trust conditions designed to ensure that upon registration of the transfer, the entire balance due to the Developer will be paid. Each party will pay its own legal costs.
- 9.2 The Developer will ensure that title to the Home will be free of all encumbrances except:
- a) an encumbrance in favour of the Seton Homeowners Association, concerning operation of the homeowners association for the neighbourhood in which the project is located;
  - b) any non-financial encumbrances as may be registered by neighbouring land owners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters; and
  - 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.
- 9.4 If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).
- 9.5 Since the project is being built entirely at the Developer's request, the Developer is the "owner" as defined in the Builders' Lien Act. Accordingly, unless extraordinary circumstances exist, the Purchaser will not be required to hold back funds under the Builders' Lien Act.
- 9.6 Except where the Developer has given its written consent to other arrangements, any amount not released to the Developer on the Closing Date shall bear interest at an annual effective rate of 18%.

**10. Goods & Services Tax**

- 10.1 The Purchase Price of the Home includes 5% GST. The Purchaser is free to claim any GST rebates which are (or which may become) available to purchasers of new homes.
- 10.2 If the GST applicable to this transaction changes, the final amount payable to the Developer will be adjusted so that the Purchaser pays the actual amount of GST required.

**11. Miscellaneous**

- 11.1 Words of number or gender used in this purchase agreement shall be read as the context requires. For example, "he" can mean "he", "she", "they" or "it" depending on whether the person involved is a man, a woman, a group or a corporation.
- 11.2 Any notices given under this agreement shall be deemed to be received once delivered:
  - a) to the Developer at its address as stated on this agreement,
  - b) to the Purchaser at the municipal or e-mail address shown in this purchase agreement or (after the Closing Date) at the Home.
- 11.3 On marketing materials, unit sizes have been estimated using standards developed for rental buildings (i.e. areas include all of exterior walls, 1/2 of party walls, nothing for the garage or for the unit's share of common property). On the registered condominium plan, unit sizes will be based on land areas only.
- 11.4 The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this agreement.

**12. Entire Agreement**

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

**13. Occupancy Date Statement**

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

Earliest possible date: \_\_\_\_\_

Most likely date: \_\_\_\_\_

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

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

**14. Purchaser's Offer**

- 14.1 The Purchaser now offers to purchase the Home from the Developer on the terms outlined in this Purchase Agreement. The offer is open for the Developer's acceptance for 7 days from the date upon which it was made.
- 14.2 Acceptance of this offer shall be only by the signature of the Developer's president or vice-president. The Developer shall notify its acceptance of the Purchaser's offer by delivering a photocopy of the signed Purchase Agreement to the Purchaser personally or by mailing it to the purchaser's municipal or e-mail address as shown on the face of this agreement.

Signed by the Purchaser  
in the presence of:

|                       |   |                             |
|-----------------------|---|-----------------------------|
| _____                 | } | _____                       |
| (witness's signature) | } | (purchaser's signature)     |
|                       | } | _____                       |
|                       | } | (2nd purchaser's signature) |
|                       | } | Date signed: _____          |

**ACCEPTANCE**

The Developer now accepts the purchaser's offer, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Essential Seton Ltd.

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







# seton townhomes

magazine-worthy townhomes

site map



This site map illustrates some or all of the lots in the project/subdivision. This document is provided for informational purposes only and does not form part of the Agreement. Lot/Unit selections need to be reflected in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be the same type, size or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of November 10, 2020. E&OE.

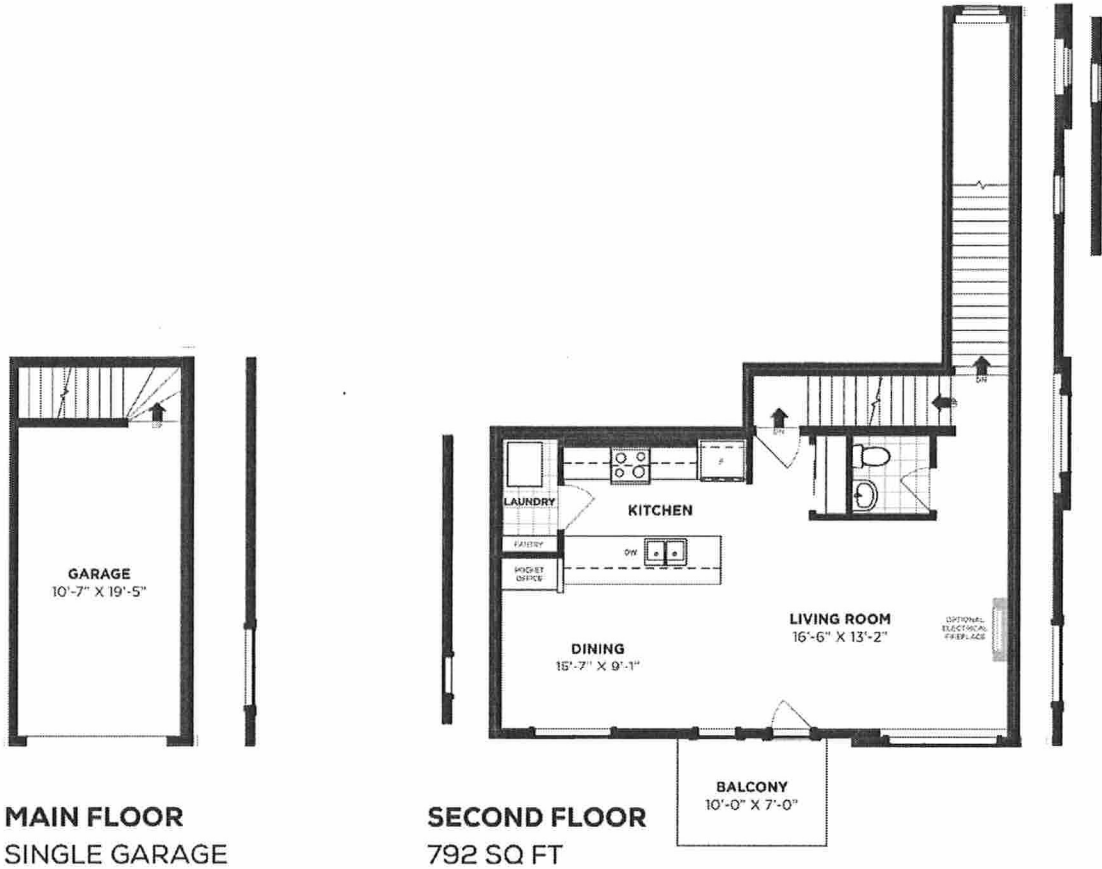
• **this home has been purposefully designed to help you feel better about where you live**

RohitCommunities.com



# BERGEN

2-3 BEDS + 1.5-2.5 BATH + SINGLE GARAGE | 1487 SQ FT

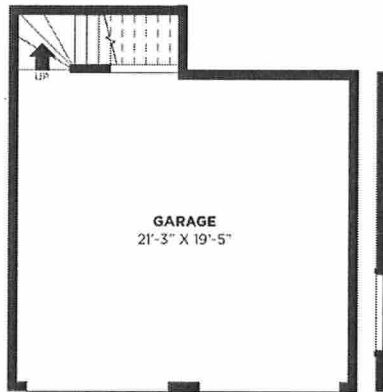


Artist's renderings are conceptual only, based on current development plans which are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features depicted will be built, or if built, will be of the same type, size or nature depicted. As of July 1, 2017.

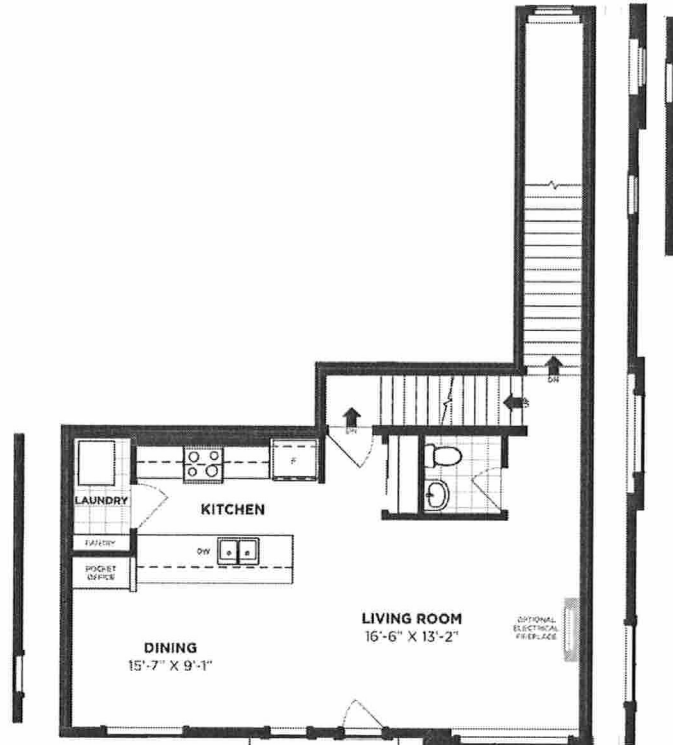


# BERGEN TWO

2-3 BEDS + 1.5-2.5 BATH + DOUBLE GARAGE | 1487 SQ FT



**MAIN FLOOR**  
DOUBLE GARAGE



**SECOND FLOOR**  
792 SQ FT

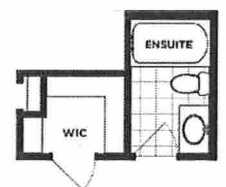
BALCONY  
10'-0" X 7'-0"



2 BEDROOM OPTION



**THIRD FLOOR**  
695 SQ FT



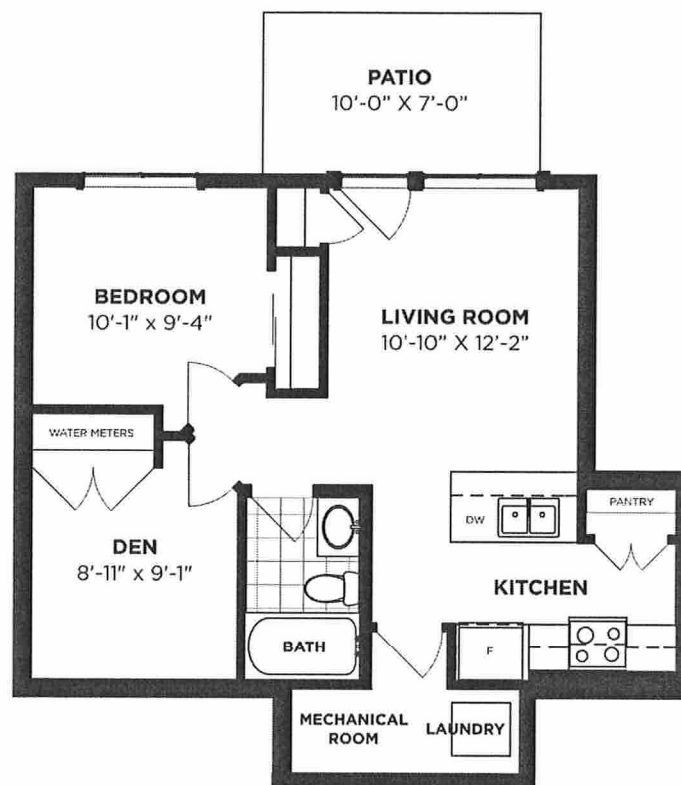
ENSUITE OPTION

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# CALI ZERO

1 BED + 1 BATH + DEN | 616 SQ FT



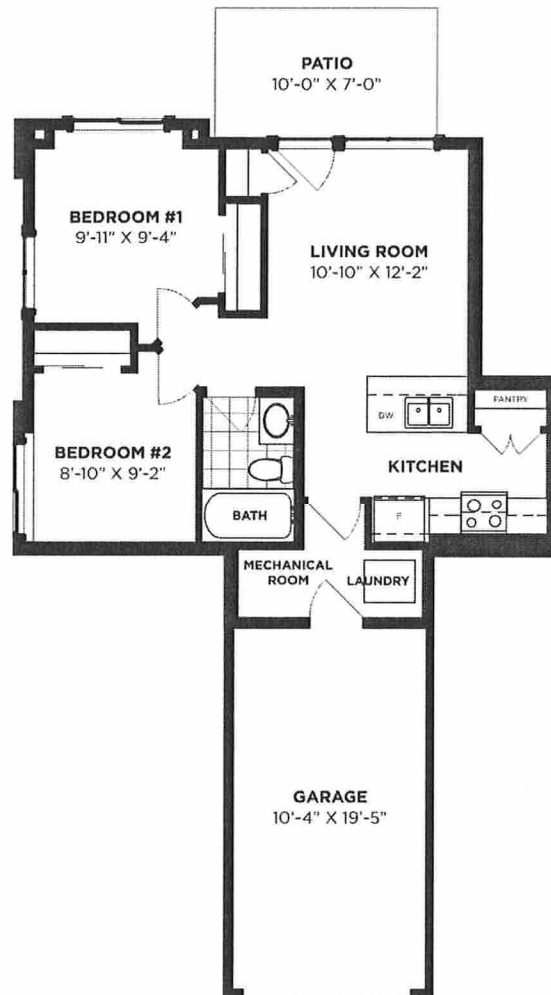
**MAIN FLOOR**  
616 SQ FT

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# CALI

2 BED + 1 BATH + SINGLE GARAGE | 616 SQ FT



**MAIN FLOOR**  
616 SQ FT

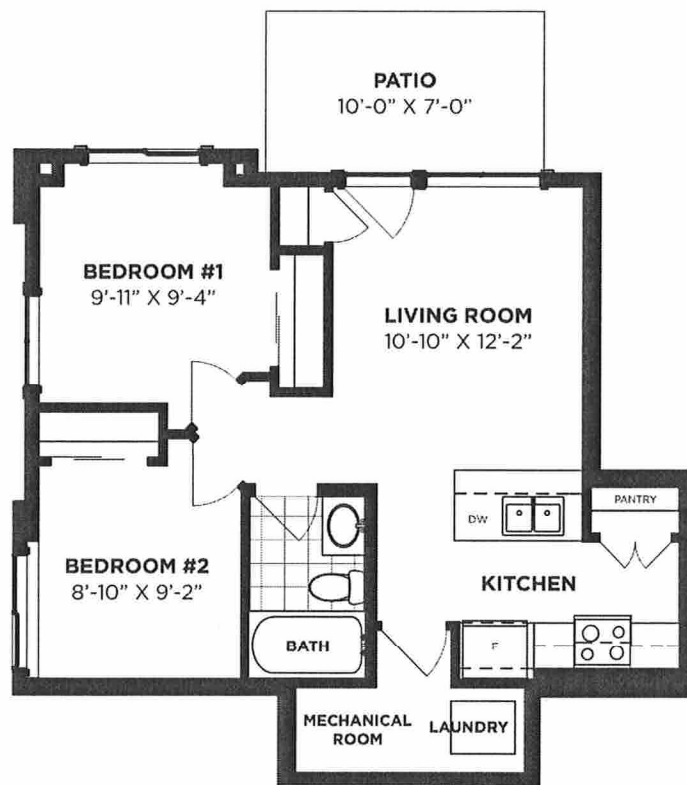
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# CALI ZERO

2 BED + 1 BATH | 616 SQ FT



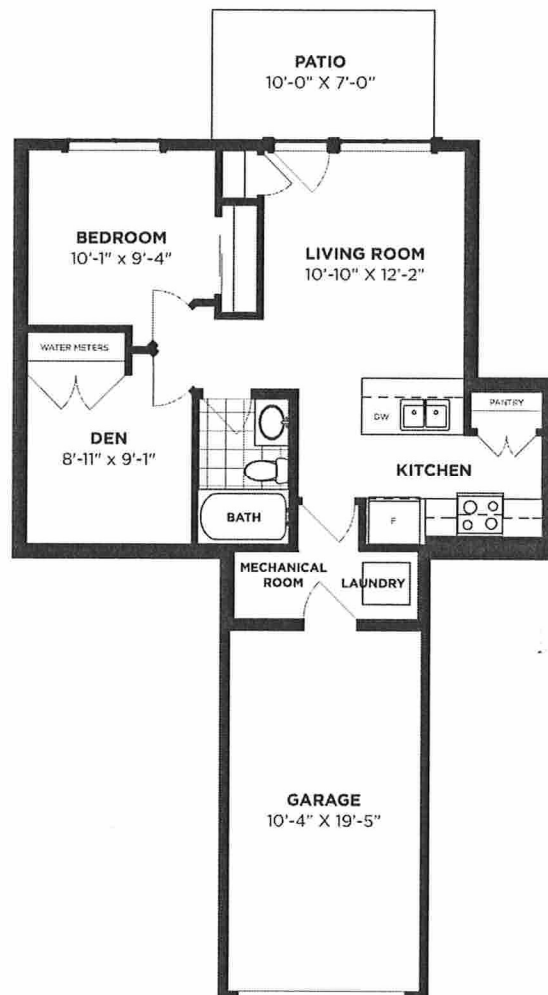
**MAIN FLOOR**  
616 SQ FT

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# CALI

1 BED + 1 BATH + DEN + SINGLE GARAGE | 616 SQ FT



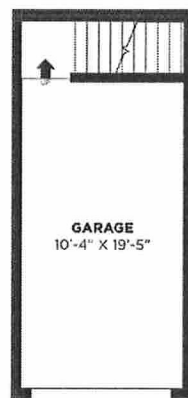
**MAIN FLOOR**  
616 SQ FT

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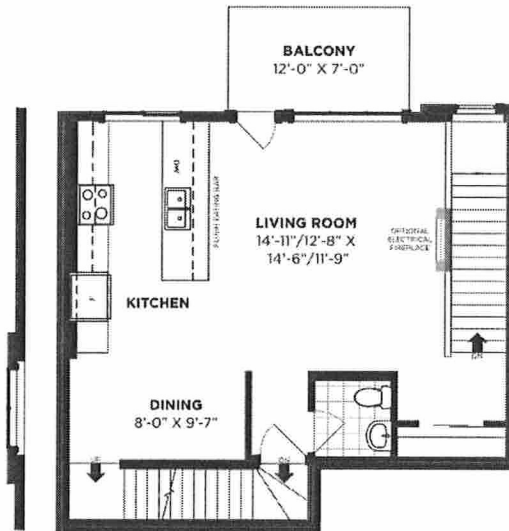


# FERRERA

2-3 BEDS + 1.5-2.5 BATH + SINGLE GARAGE | 1483 SQ FT



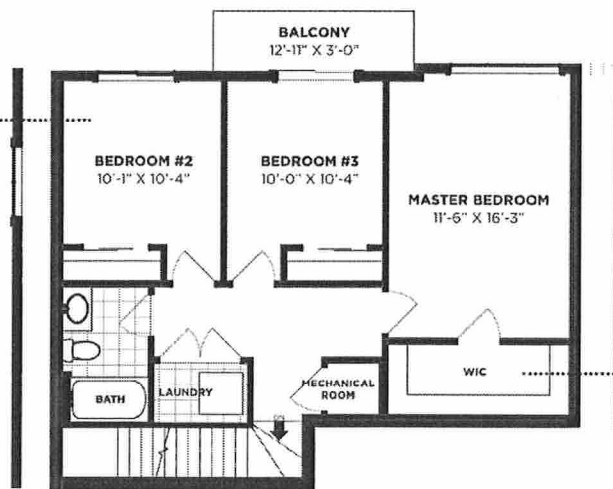
**MAIN FLOOR**  
SINGLE GARAGE



**SECOND FLOOR**  
693 SQ FT



2 BEDROOM OPTION



**THIRD FLOOR**  
790 SQ FT



ENSUITE OPTION

Artist's renderings are conceptual only, based on current development plans which are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features depicted will be built, or if built, will be of the same type, size or nature depicted. As of July 1, 2017.



# **Rohit Communities Specification**

## **Savanna & Seton Townhomes**

### **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. Vinyl siding, soffit, fascia and eavestrough as per plan.
- b. Vinyl shakes as per plan.
- c. Stonework as per plan.
- d. Second floor balconies vinyl with aluminum railing (where applicable).

### **PLUMBING**

- a. Undermount, stainless steel kitchen sink with tap as per LIFESTYLE BOARD.
- b. White fiberglass tub with walls and tub/shower trim as per LIFESTYLE BOARD.
- c. White two piece 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 LIFESTYLE BOARD.
- g. Laundry complete with hot and cold water supply.
- h. Domestic hot water supply as per engineer's specifications - TBD

### **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**

## **Savanna & Seton Townhomes**

### **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 in living room with blank plates.
- d. GFI circuits in all bathrooms and exterior plugs (where applicable).
- e. Lighting package as per LIFESTYLE BOARD.

### **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. Square corner bead throughout.
- e. R20 insulation for exterior walls, R12 insulation for internal party wall.
- f. R40 insulation in attic space & R28 in cantilever.
- g. 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 LIFESTYLE BOARD.
- c. MDF baseboard and MDF casing around windows and doors, as per LIFESTYLE BOARD, subject to material availability.
- d. Hardware and bathroom accessories as per LIFESTYLE BOARD.
- 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 LIFESTYLE BOARD. White finish interior.
- b. Quartz or granite as per LIFESTYLE BOARD for all countertops.
- c. Full depth fridge cabinet in kitchen.

### **FLOORING**

- a. Cali – Laminate/LVT (as per LIFESTYLE BOARD) flooring throughout, except for plush carpet in bedrooms and Tile/LVT (as per LIFESTYLE BOARD) flooring in bathrooms.
- b. Ferrera & Bergen
  - Laminate/LVT as per LIFESTYLE BOARD throughout main floor except bathrooms.
  - Carpet with underlay on stairs and throughout second floor except bathrooms.
  - Stairs down to garage unfinished.
  - Tile/LVT (as per LIFESTYLE BOARD) flooring in all bathrooms and laundry.
- c. Jasper floor plans
  - Lower level
    - o Laminate/LVT as per LIFESTYLE BOARD.
  - Carpet with underlay on stairs up to second and third level.
  - Second level

# Rohit Communities Specification

## Savanna & Seton Townhomes

- Laminate/LVT (as per LIFESTYLE BOARD) throughout kitchen and living areas.
- Third Level
  - Carpet with underlay in bedrooms.
  - LVT/Tile as per LIFESTYLE BOARD in bathrooms and laundry room
- d. Tile as per LIFESTYLE BOARD vertically and horizontally around perimeter of bathtub.

### APPLIANCES

- a. Stainless steel fridge, stove, dishwasher, over the range microwave and white washer and 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.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City or Town of \_\_\_\_\_

In the Province of \_\_\_\_\_, Canada.

Signed in the presence of

\_\_\_\_\_ (Witness)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

Approved on behalf of Rohit Communities \_\_\_\_\_

JOB NUMBER \_\_\_\_\_ (Rohit Representative - Print Name & Signature)

ADDRESS \_\_\_\_\_

## DESCRIPTION OF COMMON PROPERTY

Stile Towns - Seton  
Calgary

1. **General Description of Common Property:** Stile Towns - Seton is a conventional townhouse condominium project (with some titled bare land surface parking stalls), built in phases in accordance with the regulations passed under the Condominium Property Act. Once the project is complete, the common property will consist of:
  - a) the structure of all the buildings on site including roofs, exterior walls, siding, soffits/fascia/eavestroughs and exterior doors & windows;
  - b) all the hard and soft landscaping within the project including walks, driveways, visitor parking stalls, steps, decks/patios, lawns, trees, fences, etc.
  - 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. The project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of those lines and related equipment will be determined by the project designers and by crews on site.
3. **Retaining Walls:** The project is expected to contain retaining walls:
  - along parcel boundaries (varying lengths and heights);
  - along portions of buildings located in the island.The Developer reserves the right to add retaining walls, swales and/or similar structures as required to ensure the project meets municipal lot grading requirements.
4. **On Site Recreational Facilities & Equipment:** None
5. **Maintenance Equipment Supplied:** None
6. **Roadways, Walkways:** The common property roadway will include an appropriate road base, a 1st lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. As various groups of homes are built and occupied, the Developer will arrange to have a 2nd lift of asphalt applied to the roadway. The Developer will build some walkways to connect various areas of the project. Final location of walkways will depend on municipal requirements and the notion that more walkways typically lead to higher maintenance costs.
7. **Fences:** The project is not expected to be fenced. However, the Developer may (but is not required to) build fencing to enhance the curb appeal of the project. The Developer will also install one or more project identification signs. Design, location and colours of fencing and sign(s) are entirely at the Developer's discretion.
8. **Landscaping:** As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with the applicable zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.
9. **Exterior Finishing of Buildings:** The exterior of the buildings will be finished using the materials set out in the project specifications.

This schedule is provided in accordance with Section 13(b) of the Condominium Property Act.

Town Stiles - Seton  
Calgary, Alberta

**PHASING DISCLOSURE STATEMENT**

Condominium Plan No. \_\_\_\_\_

Town Stiles Seton is a townhouse condominium project, to be built in phases as allowed under section 19 of the Condominium Property Act, as follows:

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

The project is expected to contain a total of 165 titled suites, located within 15 buildings. The project will also contain a total of 42 titled surface parking stalls, expected to be sold to owners of suites without garages.

The developer reserves the right to increase or decrease the total number of units by up to 20. In other words, when it is complete, the project could have as many as 227 units or as few as 187 units. Any change in unit counts is subject to municipal approval.

Phase 1 is expected to consist of 12 units located within 1 building, together with 4 surface parking stalls.

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 14 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 townhouse units, plus 4 titled surface stalls;

General size of units: between 500 and 2000 square feet;

Common property:

- exterior of buildings will have asphalt shingles, fiber/cement plank siding and prefinished aluminum soffits. Colors will be at the discretion of the project designer.
- the developer will construct the underground services (water, sewer, power gas, etc.) and the internal roadway as part of the initial phase.
- the developer will 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 500 and 2000 square feet

Common property

- exterior of buildings will have asphalt shingles, fiber/cement plank siding and prefinished aluminum soffits. Colours will be at the discretion of the project designer.
- the developer will install landscaping within a reasonable time after each phase is completed.

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

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

**4. Proposed physical appearance / architectural compatibility**

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

**5. Availability of Common Property**

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

**6. Condo Fees During Construction**

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

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

**7. Allocation of Administrative Expenses / Unit Factors**

Unit factors have been allocated among the 165 Condominium Homes in the Project based on the following:

- a) The Condominium Property Act specifies that the total of Unit Factors must be 10,000.
- b) To the extent that it is possible, the Developer would like to allocate the 10,000 unit factors equally among the condominium homes of each type. Accordingly,
  - all residential units will receive 70 unit factors except "Cali" units, which will have 40 or 41 unit factors.
  - all titled surface parking stalls will have 1 unit factor.
- c) The developer reserves the right to adjust unit factors as it sees fit, as long as new unit factors are consistent with the general basis for allocation as set out above.
- d) The project's bylaws will specify that condominium fees are to be assessed to all assessable units (in substantially completed phases) based on their relative unit factors. Remnant units and units in phases which are undeveloped or under construction are not assessable.

**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 165 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.

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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(Stile Towns - Seton)  
Condominium Property Act  
Section 32

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

Condominium Corporation No. 191 0808 hereby certifies that by written special resolution dated the 16 day of May, 2019, the bylaws of the Condominium Corporation were added to, amended or repealed as follows:

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

The seal of Condominium Corporation No. 191 0808 was affixed to this Notice on the 16 day of May, 2019 in the presence of:

Rohit Gupta  
Director's name

/ [Signature]  
signature

(Corporate Seal)

[Signature]

## Bylaws

CONDOMINIUM CORPORATION NO. 191 0808

(Stile Towns - Seton, Calgary, AB)

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

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

- 1.1 These bylaws are adopted by Condominium Corporation No. 191 0808 to replace the bylaws set out in Appendix 1 of the Condominium Property Act.

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

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

- a) "Act" means The Condominium Property Act, Revised Statutes of Alberta 1980, Chapter 26, as amended from time to time;
- b) "Board" means the Board of Directors of the Corporation;
- c) "Common Property" means the common property as defined in the Condominium Plan (i.e. the building structures, exterior finishes, roadways, landscaping, etc.);
- d) "Condominium Plan" means the condominium plan registered under the Condominium Property Act;
- e) "Corporation" means Condominium Corporation for this Project;
- f) "Corporation Property" means property owned by the Corporation;
- g) "Developer" means the registered owner of all the Units on the date the Condominium Plan was registered;
- h) "Exclusive Use Area" means the driveway and/or the deck which is accessible directly from each unit;
- i) "Occupant" means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;
- j) "Owner" means the registered owner of a Unit;
- k) "Project" means the townhouse condominium development known as Stile Towns - Seton, located in Calgary, AB;
- l) "Special Resolution" has the meaning given in the Condominium Property Act (generally: a resolution supported by 75% of the people entitled to vote on a given issue);

- 2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the Condominium Property Act or in the Land Titles Act have the same meaning in these bylaws.
- 2.3 The rights and obligations given or imposed by these bylaws are in addition to the rights and obligations given or imposed by the Act.
- 2.4 All references to the Condominium Property Act or other laws shall be read so as to include applicable amendments and substitute legislation.
- 2.5 Wherever these bylaws conflict with the Act, the Act prevails.
- 2.6 These bylaws are to be read with all the changes in number and gender required by the context. For example, "he" can mean "he", "she", "it" or "they" depending on whether the person is a man, a woman, a corporation or a combination of those things.
- 2.7 The headings in these bylaws are inserted only for convenience of reference.

## PART 2 - THE CORPORATION

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

#### **3.1 The Corporation has the duty to:**

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

#### 4. Powers of the Corporation

4.1 The Corporation has all the powers it requires in order to carry out its duties. For example, the Corporation may:

- a) acquire personal property to be used:
  - i) for the maintenance, repair or replacement of common property;
  - ii) by the Unit Owners in connection with their enjoyment of the property of the Corporation or the common property;
- b) borrow money and grant such security as may be required to ensure repayment of the loan;
- c) permit an Owner to exercise exclusive possession in respect of any area or areas of the common property;
- d) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant;
- e) do all things reasonably necessary to enforce these bylaws and any rules passed pursuant to these bylaws;
- f) enter into management agreements and recreational agreements;
- g) levy fines, not exceeding \$200.00 per infraction, for the contravention of any bylaw;
- h) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these bylaws;
- i) adopt policies and/or rules concerning various matters of common concern to the occupants, such as:
  - i) the rental of units to tenants. Such rules may include the imposition of damage deposits, a requirement that tenants sign an undertaking to be bound by the bylaws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the lifestyle of occupants in the development;
  - ii) occupants' use driveways, decks and other common property;
  - iii) changes to units which have a significant impact on occupants of other suites;
- j) do such other things as are necessary to accomplish the things the Corporation is permitted or required to do by the Act and these bylaws.

## **5. The Board of Directors**

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

## **6. Term of Office**

- 6.1 In order to ensure some continuity in the Board's affairs, Board members are elected for a 2 year term. In other words, Board members elected at an annual general meeting hold office until the conclusion of the annual general meeting held in the second year after the year he was elected to the Board.
- 6.2 The Owners may, by special resolution at a general meeting, remove any member of the Board before his term of office expires.
- 6.3 Upon prior written notice to the Board member affected, the Board may declare that the office of the member is vacated if the member:
  - a) becomes bankrupt under the Bankruptcy Act (Canada);
  - b) becomes mentally incompetent;
  - c) is more than 60 days in arrears in payment of any contribution required to be made by him as an owner;
  - d) is absent from three consecutive meetings of the Board without permission of the Board.

## **7. Vacancies on the Board**

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



## 8. Officers of the Corporation

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

## **9. Procedure for Board Meetings**

### **9.1 The Board shall meet:**

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

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

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

9.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairman is entitled to a casting vote in addition to his original vote.

## **10. Resolutions in Writing**

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

## **11. Seal of the Corporation**

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

## **12. Signing Authority**

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

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

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

### **13. Duties of the Board**

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

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

### **14. Powers of the Board**

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

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

## **15. Capital Replacement Reserve Fund**

- 15.1 In accordance with the Act, the Board shall (every 5 years) obtain a Reserve Fund Report, which:
- a) lists all the parts of the common property which are expected to require replacement or major repairs within 25 years;
  - b) estimates the cost of those replacements or repairs;
  - c) recommends one or more ways of funding the estimated repair and/or replacement costs;
- 15.2 After receiving the report, the Board shall adopt a Reserve Fund Plan which describes how the expected repairs/replacements will be funded.
- 15.3 The Board shall provide each owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.
- 15.4 As part of its annual financial statements, the Board shall prepare a statement showing the funds flowing in to (and out from) the Capital Replacement Reserve Fund, during the year.
- 15.5 In addition to the Capital Replacement Reserve Fund, the Board may establish a **Capital Improvement Fund**, to be used for improvements to the areas which the Corporation is obliged to maintain.

## **16. Appointment of Committees**

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

## **17. Penalties for Bylaw Contravention**

- 17.1 If the Board determines that a breach of a bylaw is occurring, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than 3 days from the date the notice is delivered to the owner involved.
- 17.2 If the resolution so provides, the Board may impose a fine, not exceeding \$200 per day, which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.
- 17.3 Owners are responsible for ensuring that all occupants of their unit comply with these bylaws. If the person alleged to be in breach is a tenant, the notice shall be given to both the tenant and the owner. The notice must specify whether the owner, the tenant, or both, are liable for payment of the fine.
- 17.4 Each day of a continuing breach shall be deemed to be a separate contravention of a bylaw.
- 17.5 An owner who objects to a notice given by the Board (or to a fine imposed under these bylaws) may appeal the resolutions of the Board to a general meeting of the Owners, convened in the manner specified by these bylaws.
- 17.6 At the general meeting, the unit owners may confirm, rescind or amend the resolution of the Board. In so doing, the Owners may consider all relevant information including the circumstances surrounding the alleged breach and any actions taken subsequently.
-

### **PART 3 - GENERAL MEETINGS**

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

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

#### **19. Quorum**

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

## **20. Order of Business**

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

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

## **21. Manner of Voting**

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

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

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

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

## **22. Polling the Vote**

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

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

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

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

---

### **23. Proxies**

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

### **24. Restrictions on Voting**

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

### **25. Vote by Co-owners**

- 25.1 If a Unit is owned by more than one person, each of those co-owners may vote personally or by proxy.
- 25.2 In the case of a vote taken by a show of hands, co-owners are entitled to one vote between them.
- 25.3 In a polled vote, each co-owner is entitled to vote all of the unit factors allocated to the unit which he or she co-owns. However, if more than one co-owner of the same unit wishes to vote, each co-owner may vote for that portion of that unit's unit factors as is proportionate to the co-owner's interest in the Unit. For example, if each of 2 co-owners of a unit wish to vote, each of them may vote 1/2 the unit factors allocated to that unit.
- 25.4 Any co-owner may demand that a poll be taken.

### **26. Resolutions in Writing**

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



## **PART 4 - DUTIES & RESTRICTIONS**

### **27. Duties of Occupants**

#### **27.1 Occupants shall:**

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when not notice is required), to enter the Unit for the purpose of:
  - i) inspecting the unit;
  - ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Unit;
  - iii) maintaining or replacing common property, or
  - iv) ensuring that the bylaws are being observed.
- b) carry out all work that may be required pursuant to these bylaws or ordered by any public authority in respect of the Unit;
- c) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Unit;
- d) comply with any rules adopted by the corporation under these bylaws;
- e) keep the interior of the dwelling in a good state of repair;
- f) notify the Corporation forthwith of:
  - i) any change in ownership or occupation of the Unit,
  - ii) any intention to rent the Unit, or
  - iii) any encumbrances registered against the Unit;
- g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable bylaws and regulations of the municipality;
- h) comply with all reasonable requests of the Board;
- i) buy and maintain a condominium unit owner's insurance policy which includes at least \$1,000,000 in third party liability coverage.

## 28. Restrictions

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

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

## **29. Parking**

- 29.1 Parking stalls located within each unit are part of that unit. The occupants of those units are entitled to use those stalls as they see fit, as long as they don't unreasonably interfere with other unit owners.
- 29.2 The Board is entitled to make reasonable rules governing the use of all common property parking stalls (including visitor stalls) within the project. Those rules have the force of a Bylaw. Any owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the owners at a general meeting.

## **30. Animals**

- 30.1 As a general rule, occupants are allowed to keep household pets in their Unit as long as the following conditions are met:
- a) The animals must not be allowed to run at large (i.e. not on a leash) within the common property;
  - b) The owner of the pet is responsible for picking up and disposing of any droppings left by the pet;
  - c) The owner of the pet shall pay the costs of repairing any damage caused by the pet;
  - d) In general, the owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of other Occupants. The Board has the authority to make a final determination in this respect; and
  - e) If the pets are cats or dogs, only 2 animals per suite are allowed.
- 30.2 For purposes of this Bylaw, "household pets" includes cats, small dogs, fish, birds and other common pets. "Household pets" does not include large dogs (i.e. dogs heavier than 45 pounds or taller than 16 inches high at the shoulder) or exotic animals such as snakes, lizards, rats and spiders.
- 30.3 The Board may, by majority vote, consider applications to allow an occupant to keep a non-complying pet in a unit. If the Board allows the pet, the Board is entitled to impose any conditions that it considers necessary. The Board may reconsider its decisions from time to time, as circumstances dictate.
- 30.4 Other pets are not allowed.

### **31. Snow Removal**

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

### **32. Private Amenity Areas**

- 32.1 Each occupant has the right to exclusive use and possession of any private amenity areas (decks, patios, balconies, front yards) which are adjacent to and directly accessible from the unit.
- 32.2 The Board is entitled to adopt reasonable rules concerning occupants' use of their private amenity areas, including:
- a) rules dealing with the general appearance of those areas;
  - b) rules dealing with activities which are likely to affect neighbouring owners (barbecues, amplified music, christmas lights, etc.);
  - c) rules concerning alterations to (and/or enclosure of) private amenity areas;
  - d) rules dealing with the maintenance of the private amenity areas.
- 32.3 Any owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the owners at a general meeting.

### **33. Landscaping and Lawns**

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

## **PART 5 - COMMON EXPENSES**

### **34. Description of Common Expenses**

#### **34.1 The common expenses of the Corporation include:**

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

### **35. Assessment of Contributions (Condominium Fees)**

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

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

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

#### **35.3 For purposes of these bylaws, a phase is substantially completed when:**

- a) the condominium plan for that phase has been registered, and
  - b) more than 50% of the units in that phase are occupied.
-

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

**36. Default**

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

**PART 6 - INSURANCE****37. Insurance Carried by Corporation**

- 37.1 The Board shall place and maintain all the insurance coverages specified under the Condominium Property Act, including:
- a) property insurance covering loss of (or damage to) the common property and all the units,
  - b) occupiers' liability insurance,
  - c) director's and officers liability insurance, and
  - d) insurance against liability arising from the corporation's ownership, use, or operation of machinery and equipment.
- 37.2 From time to time, the Board may adopt a series of specifications which comprise a "Standard Unit". The corporation's insurance policy shall apply to all elements of a unit (kitchen fixtures, bathroom fixtures, installed carpets, etc.) included within the "standard unit" specifications adopted by the Board. Unit owners are responsible for insuring all upgrades to their unit, being any and all improvements and betterments to the unit which are not included in the "Standard Unit" specifications adopted by the Board.

**38. Deductibles**

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

**39. Insurance Carried by Occupants**

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

## **PART 7 - MISCELLANEOUS**

### **40. Developer's Use of Property**

- 40.1 The Developer shall be entitled to use one or more Units owned by it for the purpose of a showhome or a sales center. The Developer shall advise the Board of the hours of operation of its sales center and the nature of its promotional operations. The Developer may erect signage in its discretion and may pursue all reasonable promotional operations.
- 40.2 The Developer shall have access to the common property at all reasonable hours for purposes of display to prospective purchasers. The Developer shall be entitled to make reference to this project in its promotional operations.

### **41. Phasing**

- 41.1 The project is intended to be built in phases in accordance with the Regulations passed under the Act.
- 41.2 The Developer is entitled to construct dwellings in accordance with the phased disclosure statement. Within a reasonable time after constructing new buildings, the Developer shall install landscaping and sidewalks of the same nature and quality as that which exists in the developed portion of the Project.
- 41.3 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.
- 41.4 Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that phase. The Corporation will then be entitled to begin collecting condominium fees from the owners of all units in that phase, whether the units are sold or not.

### **42. Non-Profit Corporation**

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

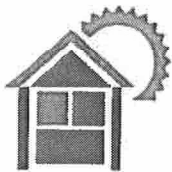




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## The Alberta New Home Warranty Program

Insurance coverage provided by:

# The New Home Warranty Insurance (Canada) Corporation

| December 1 | 2015

### MULTIPLE FAMILY DWELLING DEPOSIT PROTECTION INSURANCE POLICY

|                                |  |
|--------------------------------|--|
| COVERAGE COMMENCEMENT DATE:    |  |
| POLICY NUMBER:                 |  |
| INSURED:                       |  |
| RESIDENTIAL BUILDER:           |  |
| MUNICIPAL ADDRESS OF NEW HOME: |  |
| LEGAL DESCRIPTION OF NEW HOME: | (the "New Unit", defined as "New Home" in the <i>New Home Buyer Protection Act</i> ) |
| 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 contains a clause which may limit the amount payable.*

This Policy provides Deposit Protection Insurance for a self-contained dwelling unit in a Condominium or Multiple Family Dwelling.

**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 amount of all deposit monies received by the Residential Builder to a maximum of \$50,000, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured.

### TERMS & CONDITIONS

#### A. DEFINITIONS

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

- (a) "Agreement" means a Fixed Price Purchase Contract between the Residential Builder and the Insured with respect to the construction of the New Unit;
- (b) "Claim" means a request for payment by the Insured under this Policy;
- (c) "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;

- (d) "Deposit Protection Insurance" means insurance against the loss of all deposit monies paid pursuant to the Agreement, by the Insured to the Residential Builder, to a maximum of \$50,000.00, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured;
- (e) "Fixed Price Purchase Contract" means an 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;
- (f) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (g) "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 this Act applies;
  - (iv) a building that is intended for residential occupancy and that is a reconstruction; and
  - (v) a manufactured home;

but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations for the definition of New Home;

- (h) "Protection Period" means:
  - (i) in the case of a New Home, other than the common property or common facilities in a building, 10 years beginning on the earlier of:
    - (A) the date the New Home is first occupied; and
    - (B) the date an accredited agency, accredited municipality or accredited regional services commission grants permission to occupy the New Home;
  - (ii) in the case of the common property or common facilities in a building, 10 years beginning when:
    - (A) title to an inhabitable unit in the building or in a building in a phase of development of a condominium is transferred from a residential builder to a purchaser of a unit in an arm's length transaction; and
    - (B) the residential builder has entered into an agreement with a qualified person to have a 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 clause (ii)(A) above as prescribed by the *New Home Buyer Protection Act* (Alberta);

- (i) "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;
- (j) "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 made by the Insured to the Residential Builder pursuant to the Agreement.

Upon receiving the documentation required under section C, and subject to section E, the Warranty Provider will review and assess the Claim and determine the amount payable, if any, to the Insured. If the Warranty Provider determines that payment will be made pursuant to a Claim, the Warranty Provider shall provide payment to the Insured in the amount the Warranty Provider has determined payable for the Claim.

The Warranty Provider shall advise the Insured of its determination of the Claim in writing within 60 days of its receipt of all necessary documents required to assess the Claim.

In the event that the Warranty Provider has determined that payment will be made, 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.

If:

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

then the Warranty Provider shall indemnify the Insured in respect of such fees up to a maximum of \$5,000.

#### **C. INSURED OBLIGATIONS**

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

- (a) the Agreement;
- (b) proof of deposit payment(s) made to the Residential Builder by the Insured with respect to the Agreement;
- (c) a duly completed Claim form to be provided by the Warranty Provider to the Insured; and
- (d) 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.

**D. 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.

The Warranty Provider shall be subrogated, with respect to any payment made under 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.

**E. 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 between the Insured and Residential Builder 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.

**F. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT**

This Policy shall not be assigned by the Insured 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.

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.

**G. POLICY TERMINATION**

The Warranty Provider may only terminate this Policy before the start of the Protection Period by giving both the Residential Builder and the Insured 15 days' written notice by registered mail 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 notification of it is delivered to both the Residential Builder's and Insured's postal addresses.

**H. 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: Homeowner  
Email:  
Facsimile:

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

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

**I. 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 Multiple Family Dwelling 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.



## The Alberta New Home Warranty Program

Insurance coverage provided by:

# The New Home Warranty Insurance (Canada) Corporation

| December 1 | 2015

### HOME WARRANTY INSURANCE POLICY

|                                |  |
|--------------------------------|--|
| COVERAGE COMMENCEMENT DATE:    |  |
| POLICY NUMBER:                 |  |
| INSURED:                       |  |
| RESIDENTIAL BUILDER:           |  |
| 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 Policy.

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

#### A. DEFINITIONS

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

- (a) "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;
- (b) "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;
- (c) "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;



- (d) "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*;
- (e) "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;
- (f) "Defects in the Building Envelope" means defects that result in the failure of the building envelope to perform its intended function;
- (g) "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 m<sup>3</sup> 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;
- (h) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;
- (i) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address [www.ahwp.com/homeowner](http://www.ahwp.com/homeowner);
- (j) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (k) "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 this Act applies;

(iv) a building that is intended for residential occupancy and that is a reconstruction; and

(v) a manufactured home;

but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations from the definition of New Home;

(l) "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 *New Home Buyer Protection Act* applies;

(m) "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;

(n) "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);

(o) "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;

(p) "Structural Defect" or "Structural Defects" means any Defect in the material, 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;

(q) "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**

The following are excluded 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*; and
- (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.

#### **E. LOSS OR DAMAGE EXCLUSIONS**

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

- (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (b) normal shrinkage of materials caused by drying after construction;
- (c) substantial use of the residence for non-residential purposes;
- (d) 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;

- (e) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (g) 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;
- (h) acts of nature;
- (i) bodily injury, disease, illness or death resulting from any cause;
- (j) damage to personal property or real property that is not part of a New Home;
- (k) 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;
- (l) 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;
- (m) diminished value of a New Home or any component of a New Home;
- (n) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (o) 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;
- (p) fire, explosion, smoke, flooding or sewer back-up;
- (q) loss of income or opportunity;
- (r) loss of enjoyment, use or benefit of the New Home;
- (s) inconvenience or distress to the owner; and
- (t) 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 Claim together with the deductible fee must be received by the Warranty Provider no later than the expiry of the relevant warranty insurance coverage.

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.

Upon receipt of the Claim and the deductible fee, the Warranty Provider shall arrange within 60 days to have an inspection completed by the Warranty Provider or its accredited representatives.

The Warranty Provider will issue a Claims Assessment Report within 60 days of the inspection setting out its assessment decision in respect of the Defects identified in the Claim.

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.

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

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

#### J. NOTICE

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

If to the Insured:

Attention: Homeowner

Email:

Facsimile:

If to the Warranty Provider:

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

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

#### 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 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                         |
|---------------------------------|-------------------------------------|
| <<onhwp_home_contractid_title>> | <<onhwp_home_contractid_expireson>> |

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

Stile Towns - Seton  
Calgary, Alberta

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

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

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

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

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

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

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

**Essential Seton CCN 1910808**  
**Approved Operating Budget**  
**Fiscal Year December 1, 2024 to November 30, 2025**

|  | <b>2023-2024<br/>Budget</b> | <b>2024-2025<br/>Budget</b>       | <b>% of<br/>Budget</b> |
|--|-----------------------------|-----------------------------------|------------------------|
| <b>INCOME</b>                                  |                             |                                   |                        |
| Condominium Contributions                      | \$420,841.00                | \$428,631.00                      | 99.44%                 |
| Interest Income                                | \$1,200.00                  | \$2,400.00                        | 0.56%                  |
| <b>TOTAL INCOME</b>                            | <b>\$422,041.00</b>         | <b>\$431,031.00</b>               | <b>100.00%</b>         |
| <b>UTILITIES EXPENSE</b>                       |                             |                                   |                        |
| Electricity                                    | \$2,450.00                  | \$2,000.00 <sup>1</sup>           | 0.46%                  |
| Water, Sewer & Irrigation                      | \$12,000.00                 | \$11,750.00 <sup>2</sup>          | 2.73%                  |
| Refuse, Recycling Removal and Composting       | \$36,000.00                 | \$31,500.00 <sup>3</sup>          | 7.31%                  |
| Refuse and Recycling-Occupant Cost             | \$500.00                    | \$250.00 <sup>4</sup>             | 0.06%                  |
| <b>TOTAL UTILITIES EXPENSE</b>                 | <b>\$50,950.00</b>          | <b>\$45,500.00</b>                | <b>10.56%</b>          |
| <b>MAINTENANCE &amp; REPAIRS EXPENSE</b>       |                             |                                   |                        |
| Plumbing Repairs & Maintenance                 | \$750.00                    | \$750.00 <sup>5</sup>             | 0.17%                  |
| Electrical Repairs & Maintenance               | \$250.00                    | \$250.00 <sup>6</sup>             | 0.06%                  |
| Fire System Inspection & Maintenance           | \$750.00                    | \$750.00 <sup>7</sup>             | 0.17%                  |
| General Building Repairs & Maintenance         | \$10,000.00                 | \$7,500.00 <sup>8</sup>           | 1.74%                  |
| Roof Inspection                                | \$5,000.00                  | \$15,125.00                       | 3.51%                  |
| Road & Parking Maintenance                     | \$0.00                      | \$1,000.00                        | 0.23%                  |
| <b>TOTAL MAINTENANCE &amp; REPAIRS EXPENSE</b> | <b>\$16,750.00</b>          | <b>\$25,375.00</b>                | <b>5.89%</b>           |
| <b>OTHER CONTRACTED SERVICES</b>               |                             |                                   |                        |
| Janitorial & Cleaning                          | \$1,000.00                  | \$1,000.00 <sup>9</sup>           | 0.23%                  |
| Lawn & Garden Maintenance                      | \$24,500.00                 | \$22,050.00 <sup>10</sup>         | 5.12%                  |
| Landscaping Enhancements                       | \$1,500.00                  | \$1,000.00 <sup>11</sup>          | 0.23%                  |
| Irrigation System Repairs & Maintenance        | \$1,000.00                  | \$2,250.00 <sup>12</sup>          | 0.52%                  |
| Snow Removal                                   | \$35,500.00                 | \$44,000.00 <sup>13</sup>         | 10.21%                 |
| Pest Control                                   | \$1,000.00                  | \$750.00 <sup>14</sup>            | 0.17%                  |
| <b>TOTAL OTHER CONTRACTED SERVICES</b>         | <b>\$64,500.00</b>          | <b>\$71,050.00</b>                | <b>16.48%</b>          |
| <b>INSURANCE EXPENSE</b>                       |                             |                                   |                        |
| Insurance & Appraisal                          | \$106,000.00                | \$97,000.00 <sup>15</sup>         | 22.50%                 |
| <b>TOTAL INSURANCE EXPENSE</b>                 | <b>\$106,000.00</b>         | <b>\$97,000.00</b>                | <b>22.50%</b>          |
| <b>OTHER EXPENSE</b>                           |                             |                                   |                        |
| Audit  | \$1,600.00                  | \$3,175.00 <sup>16</sup>          | 0.74%                  |
| Legal  | \$2,010.00                  | \$2,000.00 <sup>17</sup>          | 0.46%                  |
| Board Administration & Meetings                | \$500.00                    | \$250.00 <sup>18</sup>            | 0.06%                  |
| Contingency                                    | \$1,000.00                  | \$1,000.00                        | 0.23%                  |
| <b>TOTAL OTHER EXPENSE</b>                     | <b>\$5,110.00</b>           | <b>\$6,425.00</b>                 | <b>1.49%</b>           |
| <b>CONDOMINIUM MANAGERIAL SERVICES</b>         |                             |                                   |                        |
| Stationery, Office & Bank Charges              | \$5,250.00                  | \$5,600.00 <sup>19</sup>          | 1.30%                  |
| Management Fees                                | \$41,481.00                 | \$41,481.00 <sup>20</sup>         | 9.62%                  |
| <b>TOTAL CONDOMINIUM MANAGERIAL SERVICES</b>   | <b>\$46,731.00</b>          | <b>\$47,081.00</b>                | <b>10.92%</b>          |
| <b>RESERVE CONTRIBUTIONS</b>                   | <b>\$132,000.00</b>         | <b>\$138,600.00 <sup>21</sup></b> | <b>32.16%</b>          |
| <b>TOTAL EXPENSE</b>                           | <b>\$422,041.00</b>         | <b>\$431,031.00</b>               | <b>100.00%</b>         |
| <b>NET INCOME</b>                              | <b>\$0.00</b>               | <b>\$0.00</b>                     | <b>0.00%</b>           |



# Essential Seton CCN 1910808

## Notes to Budget

### **1 Electricity**

Anticipated cost of electric consumption for common area lighting.

### **2 Water and Sewer**

Anticipated cost of water consumption by irrigation system for common area landscaping

### **3 Waste Removal, Recycling and composting**

Based on actual cost of waste removal , recycling and composting

### **4 Refuse and Recycling-Occupant Cost**

Allowance for extra removal of miscellaneous items left by occupants.

### **5 Plumbing Repairs & Maintenance**

Allowance based on historical use.

### **6 Electrical Repairs & Maintenance**

Allowance based on historical use.

### **7 Fire System Inspection & Maintenance**

Allowance for annual fire systems inspection.

### **8 General Building Repair and Maintenance**

Anticipated cost of minor repairs

### **9 Janitorial and Cleaning**

Allowance for cleaning expense.

### **10 Lawn and Garden Maintenance**

Anticipated cost of lawn care contract

### **11 Landscaping Enhancements**

Allowance for bark mulch and black edging as needed.

### **12 Irrigation System**

Anticipated cost of blowing out the system in the fall and spring start-up costs.

### **13 Snow Removal**

Anticipated cost of snow removal contract

### **14 Pest Control**

Allowance for annual pest control.

### **15 Insurance and Appraisal**

Anticipated cost of replacement value insurance and preparation of replacement cost appraisal

### **16 Audit**

Anticipated cost of annual audit.

### **17 Legal**

Anticipated cost of annual registration of Board members with Alberta Land Titles

### **18 Board Administration and Meetings**

Allowance for Board Meeting and AGM

### **19 Stationery, Bank Charges, Postage**

Anticipated cost of administrative cost with bank charges, communication disbursement and etc.  
includes maintenance of the online portal for documents and communication to assist  
the board of directors based on the new acts requirements

### **20 Management and Accounting**

In accordance with management contract

### **21 Replacement Reserves**

Based on the recommendation in the reserve fund study.

## Essential Seton CCN 1910808

### Contributions for Fiscal Year December 1, 2024 to November 30, 2025

| Legal # | Civic Unit | Unit Factors | Parking # | Parking Unit Factors | Total Unit Factors | 2023-2024 Contributions | 2024-2025 Contributions |
|---------|------------|--------------|-----------|----------------------|--------------------|-------------------------|-------------------------|
| 79      | 3          | 41           | 9         | 1                    | 42                 | \$147.29                | \$150.02                |
| 80      | 5          | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 81      | 7          | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 82      | 9          | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 83      | 11         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 84      | 13         | 41           | 10        | 1                    | 42                 | \$147.29                | \$150.02                |
| 85      | 15         | 41           | 11        | 1                    | 42                 | \$147.29                | \$150.02                |
| 86      | 17         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 87      | 19         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 88      | 21         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 89      | 23         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 90      | 25         | 41           | 12        | 1                    | 42                 | \$147.29                | \$150.02                |
| 115     | 31         | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 116     | 33         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 117     | 35         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 118     | 37         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 119     | 39         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 120     | 41         | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 121     | 43         | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 122     | 45         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 123     | 47         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 124     | 49         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 125     | 51         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 126     | 53         | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 157     | 59         | 41           | 23        | 1                    | 42                 | \$147.29                | \$150.02                |
| 158     | 61         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 159     | 63         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 160     | 65         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 161     | 67         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 162     | 69         | 41           | 24        | 1                    | 42                 | \$147.29                | \$150.02                |
| 163     | 71         | 41           | 25        | 1                    | 42                 | \$147.29                | \$150.02                |
| 164     | 73         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 165     | 75         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 166     | 77         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 167     | 79         | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 168     | 81         | 41           | 26        | 1                    | 42                 | \$147.29                | \$150.02                |
| 91      | 204        | 41           | 13        | 1                    | 42                 | \$147.29                | \$150.02                |
| 92      | 206        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 93      | 208        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 94      | 210        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 95      | 212        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 96      | 214        | 40           | 14        | 1                    | 41                 | \$143.79                | \$146.45                |
| 97      | 216        | 41           | 15        | 1                    | 42                 | \$147.29                | \$150.02                |
| 98      | 218        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 99      | 220        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 100     | 222        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 101     | 224        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 102     | 226        | 41           | 16        | 1                    | 42                 | \$147.29                | \$150.02                |
| 127     | 234        | 41           | 17        | 1                    | 42                 | \$147.29                | \$150.02                |
| 128     | 236        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 129     | 238        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 130     | 240        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 131     | 242        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 132     | 244        | 40           | 18        | 1                    | 41                 | \$143.79                | \$146.45                |

## Essential Seton CCN 1910808

### Contributions for Fiscal Year December 1, 2024 to November 30, 2025

| Legal # | Civic Unit | Unit Factors | Parking # | Parking Unit Factors | Total Unit Factors | 2023-2024 Contributions | 2024-2025 Contributions |
|---------|------------|--------------|-----------|----------------------|--------------------|-------------------------|-------------------------|
| 133     | 246        | 41           | 19        | 1                    | 42                 | \$147.29                | \$150.02                |
| 134     | 248        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 135     | 250        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 136     | 256        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 137     | 258        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 138     | 260        | 41           | 20        | 1                    | 42                 | \$147.29                | \$150.02                |
| 139     | 262        | 40           | 21        | 1                    | 41                 | \$143.79                | \$146.45                |
| 140     | 264        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 141     | 266        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 142     | 268        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 143     | 270        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 144     | 272        | 41           | 22        | 1                    | 42                 | \$147.29                | \$150.02                |
| 199     | 278        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 200     | 280        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 201     | 282        | 41           | 29        | 1                    | 42                 | \$147.29                | \$150.02                |
| 202     | 284        | 40           | 28        | 1                    | 41                 | \$143.79                | \$146.45                |
| 203     | 286        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 204     | 288        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 205     | 290        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 206     | 292        | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 207     | 294        | 41           | 27        | 1                    | 42                 | \$147.29                | \$150.02                |
| 78      | 4305       | 41           | 42        | 1                    | 42                 | \$147.29                | \$150.02                |
| 77      | 4307       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 76      | 4309       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 75      | 4311       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 74      | 4313       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 73      | 4315       | 41           | 41        | 1                    | 42                 | \$147.29                | \$150.02                |
| 72      | 4317       | 40           | 40        | 1                    | 41                 | \$143.79                | \$146.45                |
| 71      | 4319       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 70      | 4321       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 69      | 4323       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 68      | 4325       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 67      | 4327       | 41           | 39        | 1                    | 42                 | \$147.29                | \$150.02                |
| 114     | 4333       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 113     | 4335       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 112     | 4337       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 111     | 4339       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 110     | 4341       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 109     | 4343       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 108     | 4345       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 107     | 4347       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 106     | 4349       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 105     | 4351       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 104     | 4353       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 103     | 4355       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 156     | 4361       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 155     | 4363       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 154     | 4365       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 153     | 4367       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 152     | 4369       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 151     | 4371       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 150     | 4373       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 149     | 4375       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 148     | 4377       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |

## Essential Seton CCN 1910808

### Contributions for Fiscal Year December 1, 2024 to November 30, 2025

| Legal # | Civic Unit | Unit Factors | Parking # | Parking Unit Factors | Total Unit Factors | 2023-2024 Contributions | 2024-2025 Contributions |
|---------|------------|--------------|-----------|----------------------|--------------------|-------------------------|-------------------------|
| 147     | 4379       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 146     | 4381       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 145     | 4383       | 42           |           |                      | 42                 | \$147.29                | \$150.02                |
| 177     | 4389       | 41           |           |                      | 41                 | \$143.79                | \$146.45                |
| 176     | 4391       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 175     | 4393       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 174     | 4395       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 173     | 4397       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 172     | 4399       | 40           | 38        | 1                    | 41                 | \$143.79                | \$146.45                |
| 171     | 4401       | 42           | 37        | 1                    | 43                 | \$150.80                | \$153.59                |
| 170     | 4403       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 169     | 4405       | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 186     | 19603      | 41           | 36        | 1                    | 42                 | \$147.29                | \$150.02                |
| 43      | 19604      | 41           | 1         | 1                    | 42                 | \$147.29                | \$150.02                |
| 185     | 19605      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 44      | 19606      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 184     | 19607      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 45      | 19608      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 183     | 19609      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 46      | 19610      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 182     | 19611      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 47      | 19612      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 181     | 19613      | 40           | 35        | 1                    | 41                 | \$143.79                | \$146.45                |
| 48      | 19614      | 40           | 2         | 1                    | 41                 | \$143.79                | \$146.45                |
| 180     | 19615      | 41           | 34        | 1                    | 42                 | \$147.29                | \$150.02                |
| 49      | 19616      | 41           | 3         | 1                    | 42                 | \$147.29                | \$150.02                |
| 179     | 19617      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 50      | 19618      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 178     | 19619      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 51      | 19620      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 52      | 19622      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 53      | 19624      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19625      | 41           | 30        | 1                    | 42                 | \$147.29                | \$150.02                |
| 54      | 19626      | 41           | 4         | 1                    | 42                 | \$147.29                | \$150.02                |
|         | 19627      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19629      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19631      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 55      | 19632      | 41           | 5         | 1                    | 42                 | \$147.29                | \$150.02                |
|         | 19633      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 56      | 19634      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19635      | 41           | 31        | 1                    | 42                 | \$147.29                | \$150.02                |
| 57      | 19636      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19637      | 40           | 32        | 1                    | 41                 | \$143.79                | \$146.45                |
| 58      | 19638      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19639      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 59      | 19640      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19641      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 60      | 19642      | 40           | 6         | 1                    | 41                 | \$143.79                | \$146.45                |
|         | 19643      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 61      | 19644      | 41           | 7         | 1                    | 42                 | \$147.29                | \$150.02                |
|         | 19645      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 62      | 19646      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
|         | 19647      | 41           | 33        | 1                    | 42                 | \$147.29                | \$150.02                |
| 63      | 19648      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 64      | 19650      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |

**Essential Seton CCN 1910808**  
**Contributions for Fiscal Year December 1, 2024 to November 30, 2025**

| Legal # | Civic Unit | Unit Factors | Parking # | Parking Unit Factors | Total Unit Factors | 2023-2024 Contributions | 2024-2025 Contributions |
|---------|------------|--------------|-----------|----------------------|--------------------|-------------------------|-------------------------|
| 65      | 19652      | 70           |           |                      | 70                 | \$245.49                | \$250.03                |
| 66      | 19654      | 41           | 8         | 1                    | 42                 | \$147.29                | \$150.02                |
|         |            | 9958         |           | 42                   | 10000              | \$35,070.08             | \$35,719.25             |

\$420,841.00      \$428,631.00

To Find your Condominium contribution payment please see Legal # and Civic Unit for the amount of your contribution

Methods by which payments may be made are as follows

1. Please see your Legal # and Civic Unit for you condominium contribution
2. Electronic Funds Transfer - these are processed automatically on the first of each month.  
If you would like to pay via EFT please complete the enclosed form and return it to Asset West at your earliest convenience.
3. You may also pay by providing 12 post dated cheques for the first day of each month, payable to **Essential Seton CCN 1910808**

## Essential Seton CCN 1910808

### Reserve Fund Activity

|  | 2020-2021<br>Audited      | 2021-2022<br>Audited      | 2022-2023<br>Audited       | 2023-2024<br>Anticipated   | 2024-2025<br>Budgeted      |
|--|---------------------------|---------------------------|----------------------------|----------------------------|----------------------------|
| <b>Opening Balance</b>                   | <b>\$12,392.45</b>        | <b>\$32,296.45</b>        | <b>\$71,248.45</b>         | <b>\$173,600.45</b>        | <b>\$313,261.98</b>        |
| <b>Additions</b>                         |                           |                           |                            |                            |                            |
| Contributions                            | \$25,317.00               | \$54,528.00               | \$99,000.00                | \$132,000.00               | \$138,600.00               |
| Interest Earned                          | \$47.00                   | \$760.00                  | \$5,169.00                 | \$10,784.16                | \$10,800.00                |
| <b>Expenses</b>                          |                           |                           |                            |                            |                            |
| Painting & Staining                      |                           |                           |                            |                            | -\$47,250.00               |
| Asphalt Repairs                          |                           |                           |                            |                            | -\$5,629.00                |
| Organics Repair Clean Out                |                           |                           |                            | -\$2,358.16                |                            |
| Windows                                  |                           |                           | -\$1,344.00                | -\$764.47                  |                            |
| Roof Repairs                             |                           |                           | -\$473.00                  |                            |                            |
| Landscaping                              |                           | -\$16,336.00              |                            |                            |                            |
| Reserve Fund Study                       | -\$5,460.00               |                           |                            |                            |                            |
| <b>Less expenses:</b>                    | <u>-\$5,460.00</u>        | <u>-\$16,336.00</u>       | <u>-\$473.00</u>           | <u>\$0.00</u>              | <u>\$0.00</u>              |
| <b>Closing Balance</b>                   | <u><b>\$32,296.45</b></u> | <u><b>\$71,248.45</b></u> | <u><b>\$173,600.45</b></u> | <u><b>\$313,261.98</b></u> | <u><b>\$409,782.98</b></u> |
| <b>Reserve Fund Study Recommendation</b> | <b>\$36,712.00</b>        | <b>\$103,079.00</b>       | <b>\$203,110.00</b>        | <b>\$337,141.00</b>        | <b>\$470,236.00</b>        |