

W. & E. Bessonne
#29

THE ESTATES VILLAGE

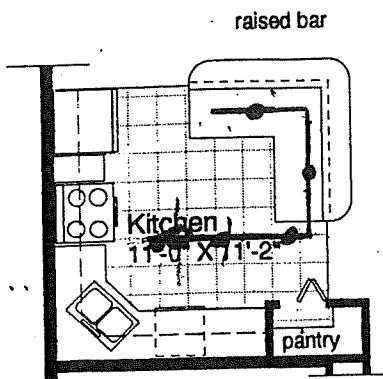
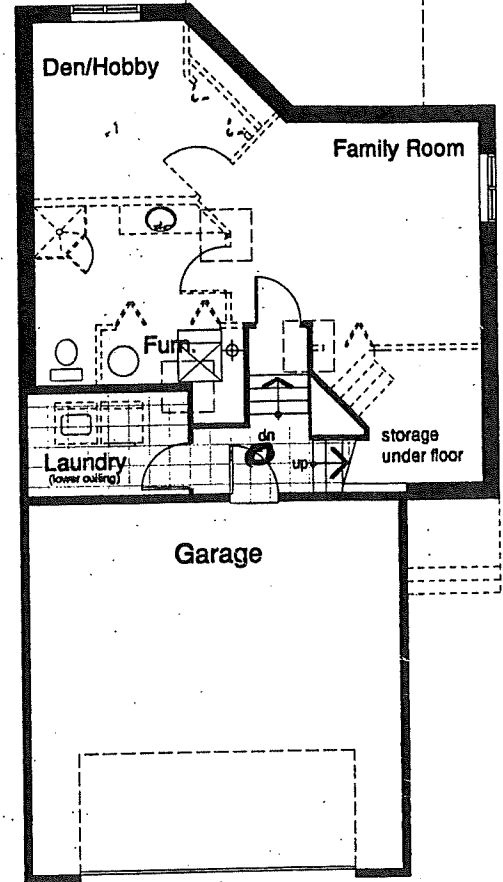
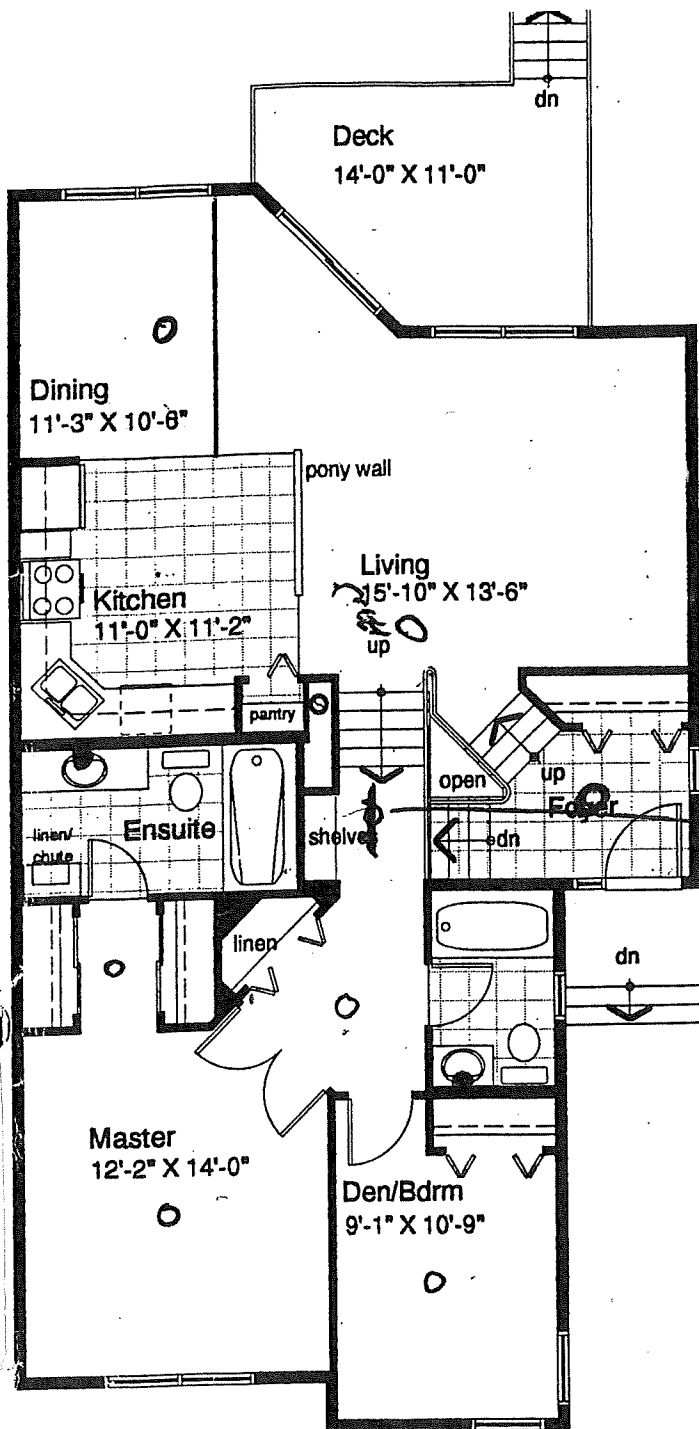
SHERWOOD PARK, ALBERTA

DISCLOSURE DOCUMENTATION

Updated and Republished

March 31, 1998

THE *Estates* Village



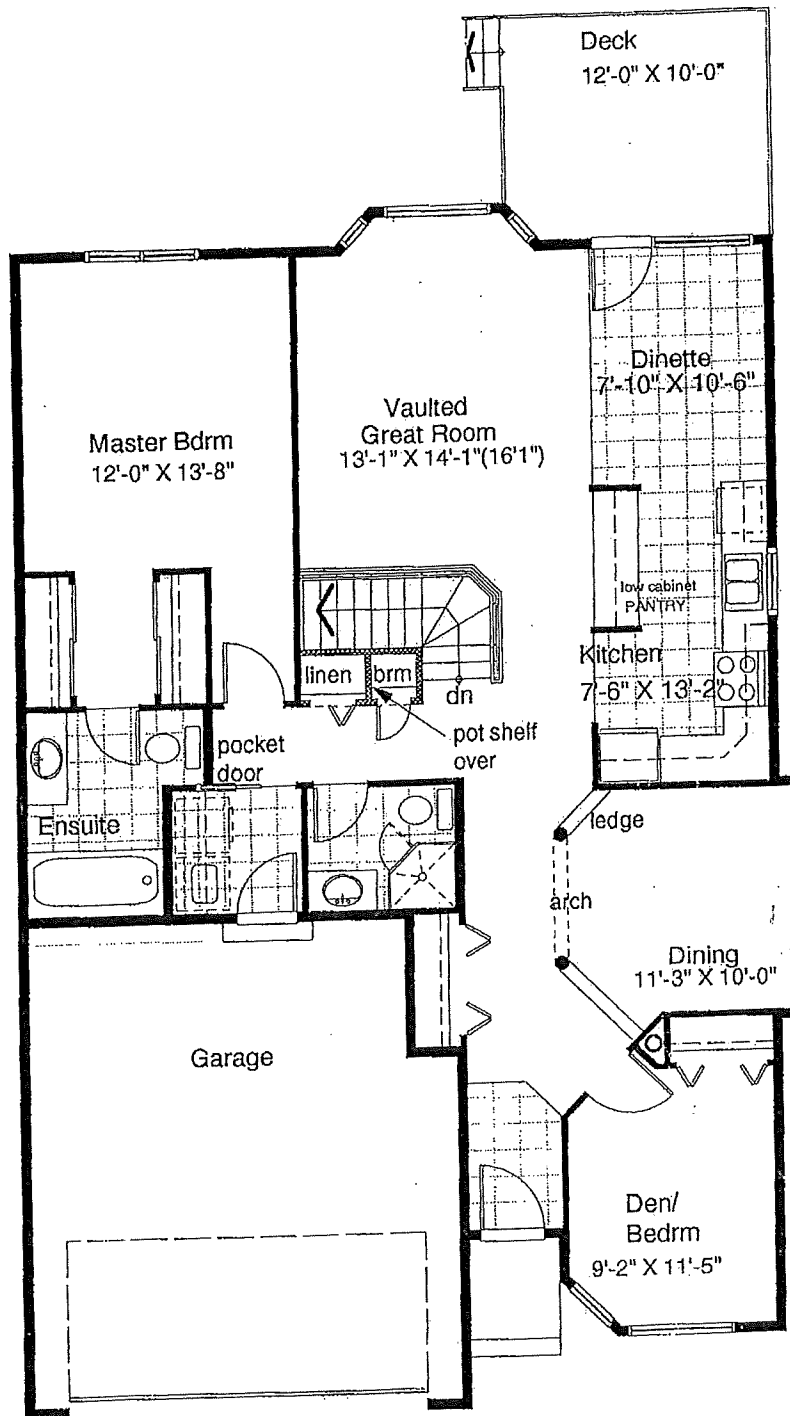
**Alternate
KITCHEN**

The SHERWOOD - 1335 sq. ft.

Unique Split Level Featuring:

- Oversized Double Garage
- His and Hers Closets in Master Bedroom
- Two Full Bathrooms
- Vaulted Ceilings
- Laundry Chute
- Patio Door to Deck
- Double Doors to Master Bedroom
- Great Potential for Development on the Lower Level with Large Windows (415 sq. ft.)

s and prices are subject to change without notice.



Broadmoor

BUNGALOW UNIT
Main Floor

1315 Square Feet

THE ESTATES VILLAGE

Sherwood Park, Alberta.

Revised: July 11, 1994

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate

Material Supply, Tender and Construction Requirements.

INTRODUCTION

THE FOLLOWING DOCUMENTATION IS ISSUED TO COMPLY WITH THE CURRENT "CONDOMINIUM PROPERTY ACT" OF THE PROVINCE OF ALBERTA.

VARIOUS ITEMS CONTAINED HEREIN ARE SUBJECT TO CHANGES AS THE PROJECT PROGRESSES OR DUE TO DECISIONS OF THE BOARD OF MANAGERS OF THE CONDOMINIUM CORPORATION. SIGNIFICANT CHANGES WILL BE INCORPORATED BY ADDENDUM TO THESE DISCLOSURE DOCUMENTS.

SHOULD ANY CLARIFICATIONS BE REQUIRED, CONTACT THE DEVELOPER AT PHONE NO. 436-8617 (EXTENSION 231).

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* Indicates item update/revision July 23, 1996

+ Indicates items update/revision March 31, 1998

PURCHASE AGREEMENT

THE ESTATES VILLAGE, SHERWOOD PARK

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 9 OF THE CONDOMINIUM PROPERTY ACT HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN 10 DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT.

BETWEEN: 571462 Alberta Ltd., the Owner-Developer
(hereinafter called the "Vendor")

OF THE FIRST PART

AND: _____
(hereinafter called the "Purchaser")

OF THE SECOND PART

The Purchaser hereby offers to purchase the Residential Condominium Unit described below at the price and on the terms and conditions contained in this Agreement.

DESCRIPTION OF CONDOMINIUM UNIT

Condominium Plan # _____, a Redivision of Plan #942 3847
Legal Unit # _____
Address: _____ Estates Court
The Estates Village, Sherwood Park, Alberta

1. The Total Purchase Price is \$ _____ calculated as follows:

- | | | |
|-----|--|----------|
| (a) | PRICE OF LAND AND DWELLING: | \$ _____ |
| (b) | ADD: GOODS & SERVICES TAX @ 7.0%: | \$ _____ |
| (c) | LESS: GOODS & SERVICES TAX NEW HOUSING REBATE @ 2.52%: | \$ _____ |
| (d) | TOTAL PURCHASE PRICE: | \$ _____ |

2. (a) The Purchaser does hereby irrevocably assign and transfer to the Vendor, for its use or benefit, all the Purchaser's right, title and interest in any and all moneys to which the Purchaser is entitled or will become entitled by virtue of the Goods and Services Tax New Housing Rebate.
- (b) The Purchaser agrees to complete and to provide the Vendor with an application for the Good and Services Tax New Housing Rebate in the prescribed form and containing the prescribed information as required under Section 254 (4)(C) of the Excise Tax Act.
- (c) If the Purchaser is not entitled to the Goods and Services Tax New Housing Rebate, the Purchaser shall pay to the Vendor the amount of the rebate.
- (d) The Vendor's designated Goods & Services Tax Registration No. is 132663196.
3. The Purchaser agrees to pay to the Vendor the Total Purchase Price as follows:
- (a) \$_____ with this Offer as a deposit;
- (b) \$_____ as a further deposit to increase total deposit to ten percent (10%) of the Total Purchase Price to be paid upon removal of condition precedent relative to arrangements for financing, if any, stated in Clause 6 hereof.
- (c) \$_____ more or less being the balance of the Total Purchase Price on or before the Possession Date, subject to adjustments as herein provided.
- (d) \$_____ TOTAL PURCHASE PRICE
4. This offer shall not become an Agreement binding on the Vendor until it has been accepted by a duly authorized representative of the Vendor and the Purchaser has received notice of such acceptance. This offer is irrevocable and open for acceptance by the Vendor for 30 days.
5. All monies paid by the Purchaser on account of the Total Purchase Price, excepting charges for revisions of plans made on the Purchaser's behalf expressly for the Unit, will be refunded to the Purchaser, without interest, if:
- (a) The Purchaser rescinds this Agreement during the 10-day rescission period allowed by the Condominium Property Act,
- (b) This Offer is not accepted by the Vendor within 30 days,

Except as outlined above, monies paid by the Purchaser are non-refundable and should the Purchaser fail to perform, all monies paid are forfeited on account of liquidated damages and the Vendor may take such other remedies against the Purchaser as the Vendor may have at law.

6. This Offer is made subject to the following conditions which will be deemed to have been met or waived by the Purchaser unless notice of non-satisfaction is given on or before the expiry date:
- (a) Financing arrangements, if any, satisfactory to the Purchaser, within 15 days of acceptance of this Offer.
 - (b) _____

7. All monies paid hereunder, other than interim occupancy costs, security deposits, mortgage advances, common property expenses, extras, and option payments will be held in trust by Shaw & Tamke on behalf of the Vendor and will be accounted for and released in accordance with the requirements of Section 11 of the Condominium Property Act (the "Act"), unless however, the Vendor represents that the deposits are held under the provisions of a plan, agreement, scheme or arrangement approved by the Minister of Consumer and Corporate Affairs pursuant to Section 11 (7) of the Act. If such a plan, agreement, scheme or arrangement is in effect, the Purchaser authorizes the Vendor to use all or part of any of the deposits as it deems advisable in its sole discretion for constructing the Condominium project, provided that the portion of the deposits or payments in excess of the amounts covered by the plan, agreement, scheme or arrangement shall be placed in trust in accordance with the requirements of Section 11 of the Act.
8. (a) If the Purchaser is obtaining a mortgage, then the Purchaser agrees to execute all necessary documents to irrevocably assign the proceeds of the Mortgage to the Vendor, to co-operate fully in obtaining prompt payment of the proceeds to the Vendor and to not hinder or delay such payment. The Purchaser shall use his best efforts to ensure that all advances under any mortgage financing shall be made without the deduction of any interest or charges therefrom. The Purchaser hereby irrevocably assigns the proceeds of the Mortgage to the Vendor to secure payment of the Total Purchase Price, appoints the Vendor as the Purchaser's true and lawful attorney to endorse all Mortgage advance cheques issued by the Mortgagee in the name of the Purchaser and agrees that all acts of the Vendor as such attorney are hereby ratified and confirmed. The Purchaser agrees to execute such further assignments or orders as required to effectively secure payment of the Mortgage proceeds to the Vendor. The Purchaser agrees not to take any steps to impede the release of the proceeds of such Mortgage financing to the Vendor. In the event that the proceeds of the Mortgage are not fully advanced at the Closing Date, the Purchaser shall pay to the Vendor interest at the rate stipulated in this Agreement (Clause 9.(b)) on the amount equal to the unadvanced portion of the Mortgage.
- (b) In the event that the Mortgage lender reduces the amount of the loan by virtue of some act or request by the Purchaser, the approval of the Vendor must first be obtained and the amount of such reduction paid forthwith by the Purchaser to the Vendor.

9. (a) If at the Possession Date the Total Purchase Price has not been paid, the Vendor is an unpaid Vendor for any such amount and shall have a charge on the lands therefore and is entitled to protect its interest by Caveat and the Purchaser covenants not to register or permit to be registered any document of any kind or nature whatsoever, whether encumbrance or otherwise, against title to the Unit until the Total Purchase Price has been paid.
- (b) The Purchaser agrees to pay interest to the Vendor on overdue payments as required to be paid pursuant to this Agreement at the prime rate of the Province of Alberta Treasury Branch, Main Branch, Edmonton, Alberta plus four percent (4%) per annum from the date due until paid in full.
10. Property taxes (including supplementary assessments, land tax prior to Plan registrations, and taxes on the Common Areas or any part of a Bare Land Unit), condominium fees and assessments, utilities, occupancy costs, and other applicable adjustments will be made as of the Possession Date.
11. (a) The anticipated date for possession of the Unit is _____. Although the date for possession cannot be guaranteed until construction is well under way, the Vendor agrees to give the Purchaser 30 days notice in writing of the actual date for possession. That date, or the actual date the Purchaser takes possession, if earlier, will become the Possession Date. Provided however, that if the Vendor is unable to grant possession on the Possession Date, the Possession Date shall be deemed to be postponed to the date on which possession is actually granted.
- (b) The Purchaser acknowledges that the Possession Date may be delayed by strikes, weather, inability to obtain goods or labour, acts of God or other occurrences beyond the control of the Vendor. If the Vendor shall be unable to substantially complete the Unit for occupancy within a reasonable period of time after the designated Possession Date, the Vendor may return any deposits it holds to the Purchaser whereupon this Agreement shall terminate and the Vendor shall not be liable to the Purchaser for any damages in that regard.
- (c) Unless the Vendor otherwise agrees, the Purchaser shall not be entitled to take possession of the Unit until the balance of the Total Purchase Price, together with adjustments as herein provided, have been paid. Prior to accepting possession, the Purchaser may inspect the Unit together with a representative of the Vendor, and any such taking of possession shall be conclusive evidence as against the Purchaser that at the time thereof, the Unit (save as shown on a deficiency list in writing to be agreed upon by the Purchaser and the Vendor before the Purchaser takes possession of the Unit) was in good and satisfactory condition and that all undertakings, if any, of the Vendor in respect of the Unit and the condition thereof have been fully satisfied and performed by the Vendor. The Vendor shall rectify the deficiencies, if any, contained in the said list within a reasonable time. The Vendor may also at its' option, advance the Possession Date by giving the Purchaser thirty (30) days written notice.

12. In the event the Vendor grants possession or occupancy of the Unit to the Purchaser prior to the Total Purchase Price being paid to the Vendor because of the inability of the Vendor to transfer title to the Unit due to non-registration of the Condominium Plan, the Purchaser shall occupy the Unit only as a tenant-at-will or licensee of the Vendor on terms and conditions satisfactory to the Vendor, including:
- (a) The Purchaser shall pay to the Vendor rental equal to the interest payable on the balance of the Total Purchase Price at the rate specified in Article 9.(b). until such time as all funds respecting the Total Purchase Price have been paid to the Vendor;
 - (b) The Purchaser shall pay to the applicable authority or to the Vendor such amounts as may be charged, levied or allocated to the Unit for utilities such as telephone, cable television and any other utility and service charges payable in respect of the Unit which are not included in the common expenses, during the term of such occupancy;
 - (c) Should the Purchaser not complete or be unable to complete this transaction or should this transaction be terminated pursuant to Article 14, the Purchaser agrees to vacate the Unit within 15 days after notice to do so has been served on the Purchaser;
 - (d) The Purchaser shall and does hereby indemnify and save harmless the Vendor of, from and against all suits, claims, actions, losses, costs, expenses, and damages of any kind to which the Vendor shall become liable or a party, by reason of the use, misuse or occupation of the Unit or the Common Areas by the Purchaser, his family, invitees, licensees or agents by reason of any injury suffered or occasioned by any person of any person for whom the Purchaser is responsible in law.
13. The Purchaser is aware that the right to purchase the Unit is conditional upon approval and registration of the Condominium Plan, including redivisions thereto.
14. The Purchaser is aware that upon registration of the Condominium Plan and by virtue of the Act, a Condominium Corporation will be established to operate and maintain the common elements of the Condominium project. The Purchaser agrees to observe and perform the terms and conditions of the Act, By-laws and Regulations of the Corporation, and in particular the Purchaser is aware that the Owners of all Condominium Units must pay monthly assessments imposed by the Corporation to meet common expenses including (amongst others) such things as management fees, capital replacement reserve fund, insurance premiums and common utilities.
15. The Vendor may modify the Condominium Plan to provide for either additional or fewer Units, and that, so long as the Purchaser's ownership of the Unit is not interfered with, the Purchaser will agree to resolutions of the Corporation for application to the Court for the purpose.

16. It is agreed that:

- (a) The Vendor need not make or supply any modifications or extras to the Unit unless mutually agreed in writing, and the Purchaser will pay for any agreed modifications prior to possession or such earlier date as may be agreed.
- (b) The Vendor agrees to complete construction of the Unit with all due diligence and the Purchaser agrees that the Vendor shall not be liable for damage due to delay by the Vendor.

17. The Purchaser will not register a Caveat in respect of this Agreement until after registration of the Condominium Plan.

18. This Agreement will constitute the entire contract between the parties and that there are no representations, conditions or warranties expressed or implied which form part of the contract.

19. All notices required herein shall be in writing and shall be delivered or mailed to the Purchaser at the address of the Unit if the Purchaser has taken possession or at the Purchaser's address below if the Purchaser has not, and any mailed notices shall be deemed to be served upon the second day following its deposit, postage prepaid, at a post office or box in the Province of Alberta.

20. Time shall be of the essence of this contract.

21. The word "Purchaser" shall be taken to mean each and every person or party mentioned as a Purchaser herein to be the same and if there shall be one or more persons or parties, any notice required or permitted by the terms of this Agreement may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter or masculine singular pronoun to refer to the Purchaser shall be deemed proper reference even though the Purchaser may be individuals, a partnership, a corporation or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense and/or to either corporations, associations, partnerships or individuals, males and females, shall in all instances be assumed as though in each case fully expressed. If this Agreement is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed as against all executing Purchasers, jointly and severally.

22. The Purchaser agrees to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intended meaning of this Agreement, and will not assign or transfer or pledge the Purchaser's interest herein.

23. The Purchaser will be provided with copies of the following Schedules which will be by this reference incorporated herein and made a part hereof and all of which pertain to the aforesaid Condominium project, namely:

- (a) Schedule 1 - Condominium Plan No. 942 3847
- (b) Schedule 1A - Condominium Plan No. 942 4099 (Phase I)
- (c) Schedule 1B - Condominium Plan No. 952 4712 (Phase II)
- (d) Schedule 1C - Proposed Plan of Redivision – Phase III
- (e) Schedule 1D - Proposed Plan of Redivision – Phase IV
- (f) Schedule 1E - Plan Indicating Exclusive Use Area
- (g) Schedule 2 - By-laws of the Owners
- (h) Schedule 3 - Outline Building Specifications and Drawings
- (i) Schedule 4 - Management Agreement
- (j) Schedule 5 - Budget of Common Expenses, Unit Factors and Estimated Monthly Unit Assessments
- (k) Schedule 6 - Warranty
- (l) Schedule 7 - Restrictive Covenant Re: Age
- (m) Schedule 8 - Easement and Access Right-of-Way
- (n) Schedule 9 - Utility Right-of-Way for the County of Strathcona No. 20
- (o) Schedule 10 - Caveat for Utility Right-of-Way for Northwestern Utilities Limited
- (p) Schedule 11 - Blanket Easement
- (q) Schedule 12 - Agreement for Use of Common Area (Salisbury Greenhouses Ltd.)
- (r) Schedule 13 - Restrictive Covenant and Utility Right-of-Way for the County of Strathcona No. 20

and the Purchaser further acknowledges and agrees that the Vendor shall be at liberty to make (and the Purchaser hereby consents to and accepts the same) changes in any of the documents described in Schedules 1 to 13 inclusive as may be required that do not materially affect the value or marketability of the Purchaser's Unit, as determined by the Vendor, acting reasonably.

24. The Vendor estimates the amount of the monthly unit contributions (unit levy) for the Unit to be \$_____, exclusive of property taxes. The Purchaser acknowledges that such amount is an estimate only and is subject to change by the Condominium Corporation or its Board of Managers.
25. The unit factor for the Unit is _____ undivided one ten thousandths. The unit factors are apportioned between the Units in the project on a factored basis including consideration of the initial projected sale price of the Units. Minor adjustments to the unit factors may be necessary to make the unit factors total 10,000 as required by law.
26. Upon payment of the Total Purchase Price, the Vendor shall transfer and the Purchaser shall take title to the Unit free and clear of all encumbrances, save and except:
- (a) the reservations and exceptions on the existing title;
 - (b) the proposed Restrictive Covenant for Age;
 - (c) the proposed Easement for Access;
 - (d) such caveats, utility rights-of-way, restrictive covenants, easements, development agreements or such other encumbrances as are reasonably required by the municipal authority, utility companies, or the Vendor of the land, whether existing or to be filed in the future.
27. The Purchaser agrees to provide any and all consents required by the Vendor, respecting the legal or beneficial interest arising pursuant to any caveats, restrictive covenants and easements, in order to facilitate the orderly development, redivision and sale of any or all of the other Units within the Condominium project.
- The Vendor agrees to complete the improvements to the Common Property for each Bare Land Unit as that Unit is developed and the Purchaser agrees to the staging of the completion of the Common Property improvements.
28. If the Purchaser fails to comply with any terms herein or becomes bankrupt or insolvent before taking possession, the Vendor may either:
- (a) Declare the whole balance of the Total Purchase Price due and payable together with interest at the interest rate specified herein, or
 - (b) Declare this Agreement null and void as though never made by thirty (30) day's notice and retain all monies paid by the Purchaser to the Vendor as an agreed pre-estimate of damages and expenses whereupon the Purchaser's rights to the Unit and the money shall cease and the Purchaser shall forthwith give up vacant possession of the Unit to the Vendor.

29. The Unit shall be at the risk of the Vendor until the Possession Date. In the event of substantial or total loss or damage to the Unit occurring before the Possession Date by whatever reason other than the wilful or negligent act of the Purchaser, the Vendor may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage. Thereupon, the Purchaser shall be entitled to the return of any monies paid as deposits hereunder without interest (except as required by law) and the Vendor shall have no further liability hereunder. In the event the damage is not substantial or total, the Vendor agrees to restore and complete the Unit as soon as possible and the Possession Date shall be postponed as necessary. All proceeds of any insurance policies in force shall belong to the Vendor. The Unit shall be at the risk of the Purchaser after the Possession Date.
30. The Purchaser warrants that he complies with the terms and conditions of the proposed Restrictive Covenant Re: Age.
31. The Purchaser acknowledges receipt of a fully executed copy of this Agreement and all Schedules referred to herein which pertain to the Condominium project.

IN WITNESS WHEREOF the Purchaser has signed this offer at
_____ in the Province of Alberta, this _____ day of
_____, 199_____.

WITNESS

PURCHASER

WITNESS

PURCHASER

Address: _____

Phone: (Res) _____

(Bus) _____

Fax: _____

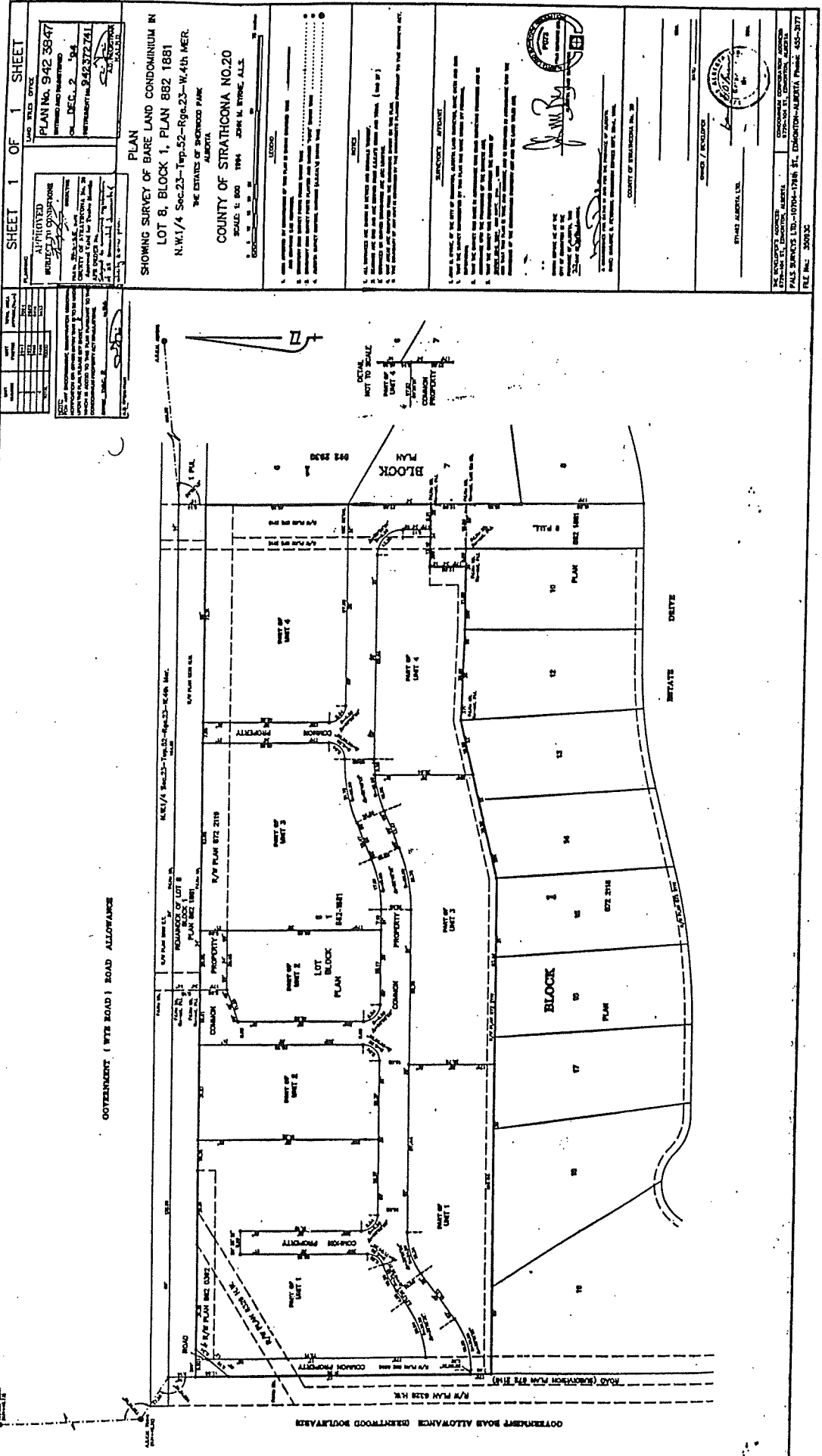
VENDOR'S ACCEPTANCE

The foregoing offer is accepted this _____ day of _____, 199_____.

571462 Alberta Ltd.

SCHEDULE 1

CONDOMINIUM PLAN 942 3847



SHEET 1 OF 1 SHEET

APPROVED

PLAN No. 942 3947

REVIEWED AND RECORDED

DATE DEC. 2 '94

REGISTERED IN 942 372 741

ALBERTA

REGISTERED

PLAN

SHOWING SURVEY OF BARE LAND CONDOMINIUM IN

LOT 8, BLOCK 1, PLAN 882 1881

N.W. 1/4 Sec. 23-Twp. 52-Rge. 23-W. 4th MER.

THE ESTATES OF SHOREWOOD PARK

ALBERTA

COUNTY OF STRATHCONA NO.20

SCALE: 1:500 1994 JOHN M. BYRNE, A.L.S.

- NOTES**
1. ALL DIMENSIONS ARE IN METERS AND DECIMALS THEREOF.
 2. THE SURVEY WAS MADE BY THE REGISTRAR OF LANDS AND SURVEYS, ALBERTA, ON THE 22ND DAY OF DECEMBER, 1994.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ALBERTA LAND SURVEY ACT, CHAPTER 24, R.S.A. 1980, AS AMENDED.
 4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ALBERTA LAND SURVEY ACT, CHAPTER 24, R.S.A. 1980, AS AMENDED.

LEGEND

— BOUNDARY OF LOT 8 IN BLOCK 1, PLAN 882 1881

— BOUNDARY OF LOT 8 IN BLOCK 1, PLAN 882 1881

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DEVELOPER'S ATTACHE

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COUNTY OF STRATHCONA No. 20

STRATHCONA ALBERTA

REGISTERED

DATE DEC. 2 '94

REGISTERED

ALBERTA

REGISTERED

SCHEDULE 1.

SCHEDULE 1A

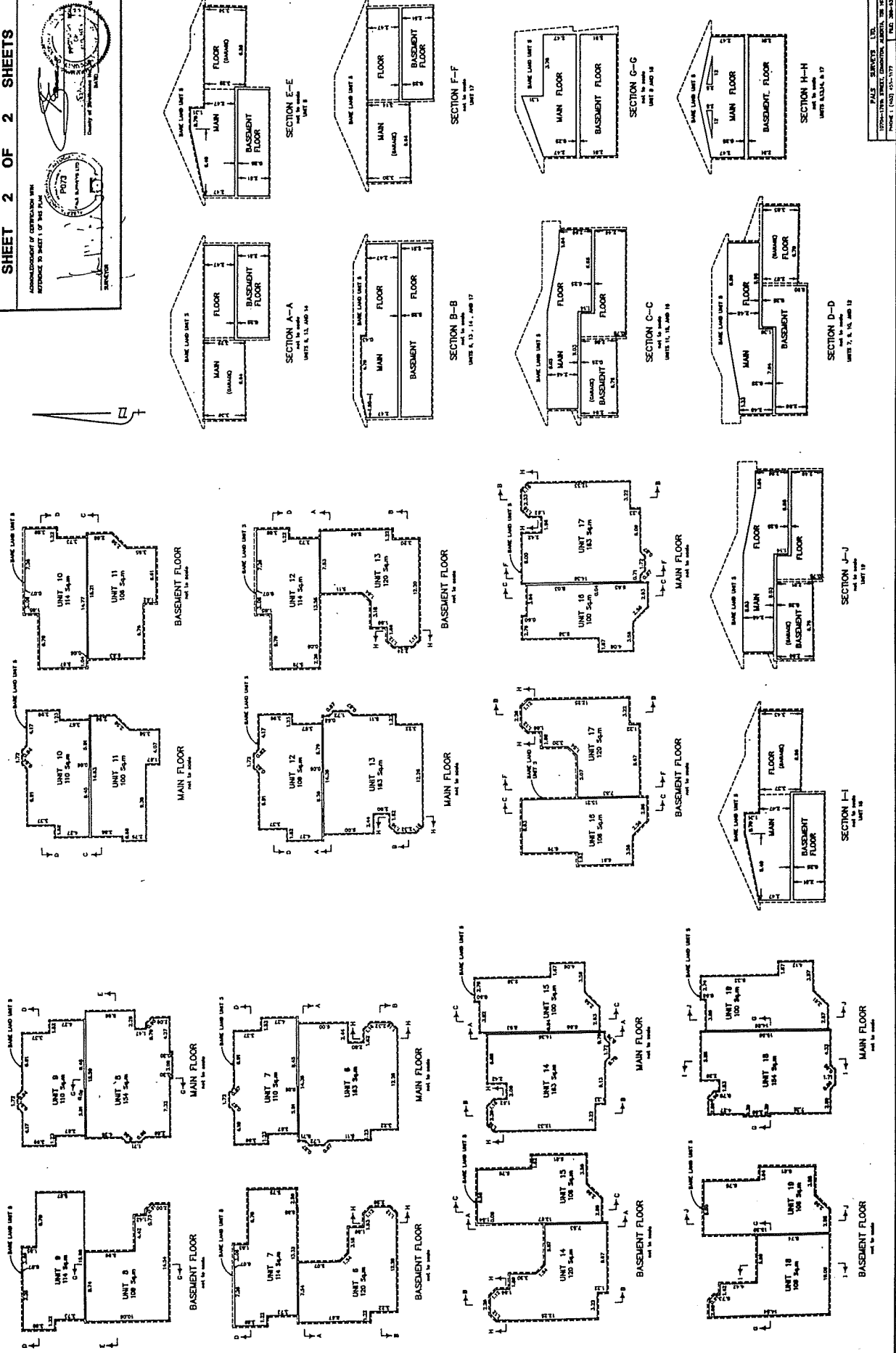
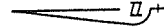
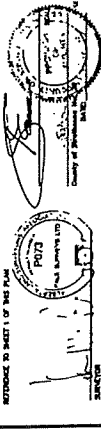
CONDOMINIUM PLAN 942 4099

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PLAN 9424099

SHEET 2 OF 2 SHEETS

APPROVED FOR CONSTRUCTION PER
REFERENCE TO SHEET 1 OF THIS SET



SCHEDULE 1B

CONDOMINIUM PLAN 952 4712

نظر

SCHEDULE 1C

PROPOSED PLAN OF REVISION – PHASE III

CONSTRUCTION OF CONDOMINIUM UNIT
APPROXIMATE TO SCALE 1/4" = 1' OF THIS PLAN

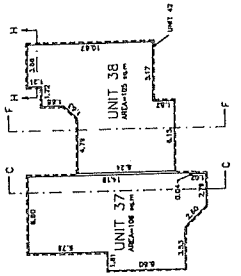
SCALE

CITY CLERK

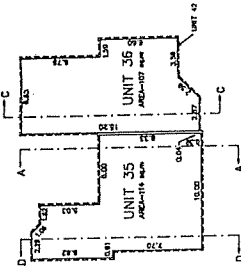
DATE

SIGNATURE

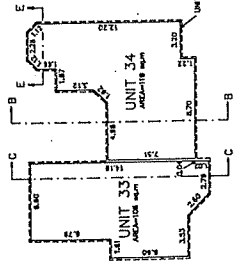
BASEMENT FLOOR
NOT TO SCALE



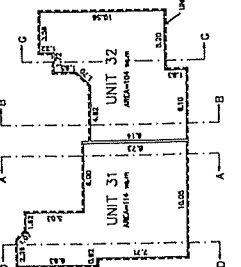
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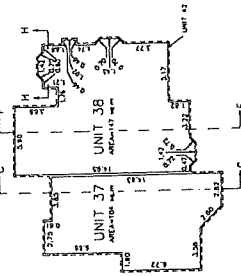
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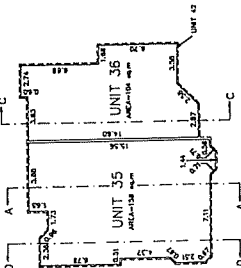
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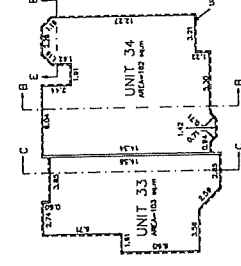
MAIN FLOOR
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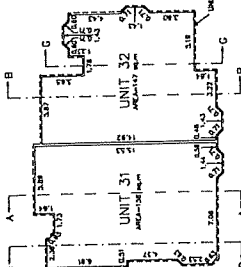
MAIN FLOOR
NOT TO SCALE



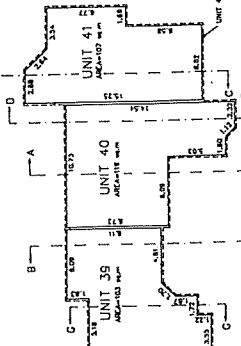
MAIN FLOOR
NOT TO SCALE



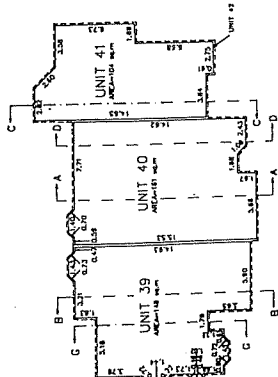
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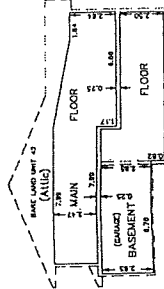
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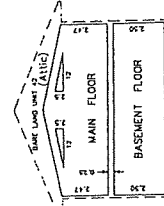
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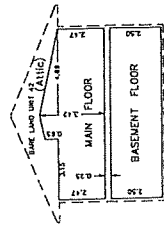
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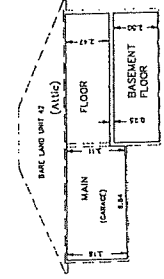
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UNITS 33, 35, 37 and 41



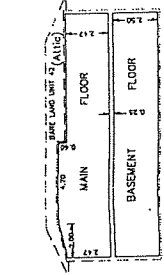
SECTION E-E
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UNIT 34



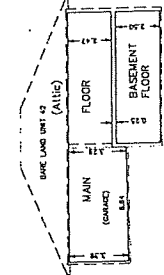
SECTION G-G
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UNITS 33 and 35



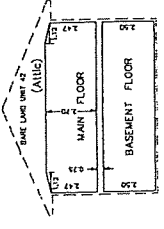
SECTION F-F
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UNIT 36



SECTION D-D
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UNITS 32, 34 and 40



SECTION B-B
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UNITS 32, 34 and 36



SECTION H-H
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UNIT 38

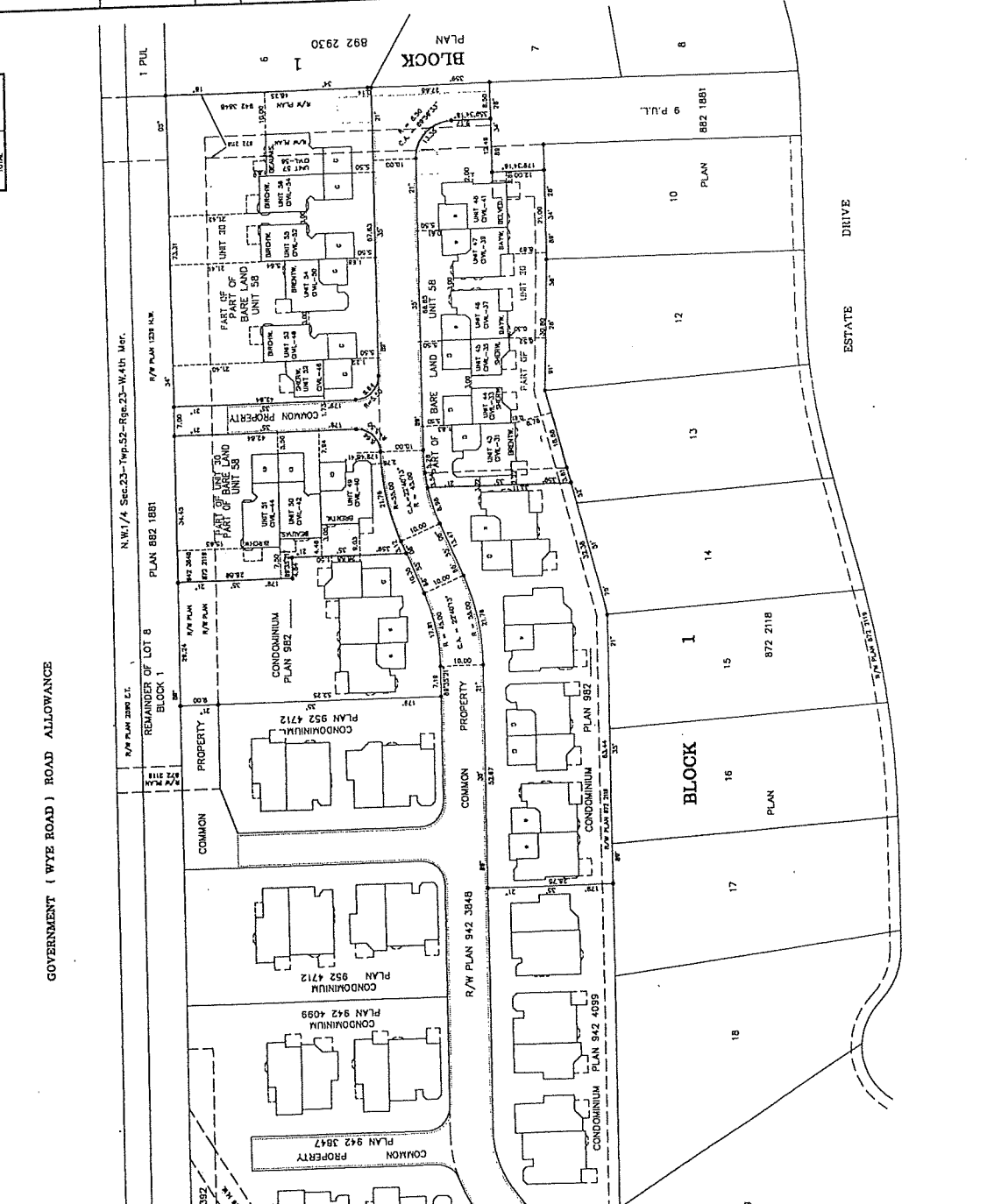
ALL FLOOR PLANS NOT TO SCALE

PAIS SURVEYS & ASSOCIATES LTD.

1070-178th STREET, EDMONTON, ALBERTA, T5S 1G7
PHONE (403) 455-3377
FAX (403) 455-3377

SCHEDULE 1D
PROPOSED PLAN OF REDIVSION – PHASE IV

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SCHEDULE 1E

PLAN SHOWING EXCLUSIVE USE OF AREAS

PLAN
SHOWING PROPOSED REDIVISION OF
CONDOMINIUM BARE LAND UNITS 1, 2, 3, AND 4
CONDOMINIUM PLAN 942-3847
N.W.1/4, Sec.23-Twp.52-Rge.23-W.4thMer.
COUNTY OF STRATHCONA
SHERWOOD PARK — ALBERTA
SCALE: 1" = 1000' 1988
JOHN M. BYRNE, A.L.S.

ABSA AFFECTED BY REGISTRATION OF THIS PLAN IS SHOWN BOUNDED THUS

LEGEND

1. ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
2. EXCLUSIVE USE AREAS SHOWN "E" AND THE LIMITS ARE TYPICALLY 3.0 METERS FROM GARAGE FRONTS AND 6.0 METERS FROM MOST BACK WALL, AND THE EXTENSIONS OF THE SIDE-REAR WALLS, OR AS SHOWN IF NOT TYPICAL

NO.	DATE	DESCRIPTION	BY
1	1/20/74	RECEIVED PHASES 3 AND 4	BB
2	1/20/74	REVISED UNIT 1 AND 2 BOUNDARIES.	LAP
3	2/1/74	ADDED ACCESS R/W PLAN	DC
4	2/1/74	ADDED UNIT NUMBERS.	LAP
5	2/1/74	ADDED UNIT 3 TO COMMON PROPERTY	LAP
6	2/1/74	CHANGED UELV. NUMBERS AND ETC. USE AREAS	EDM
7	2/1/74	CHANGED LUBELAND BOUNDARIES	EDM
8	2/1/74	CHANGED RADIOS ON VARIOUS CORNERS.	LAP
9	2/1/74	REMOVED DISCARDED FROM R/W PLAN BEG 0287	EDM
10	2/1/74	ADDED UNITS AND RADIOS, SURVEYED PROPERTY LINES	EDM
11	2/1/74	ORIGINAL PLAN DRAWN.	LAP

DESCRIPTION	DATE	REVISION N°
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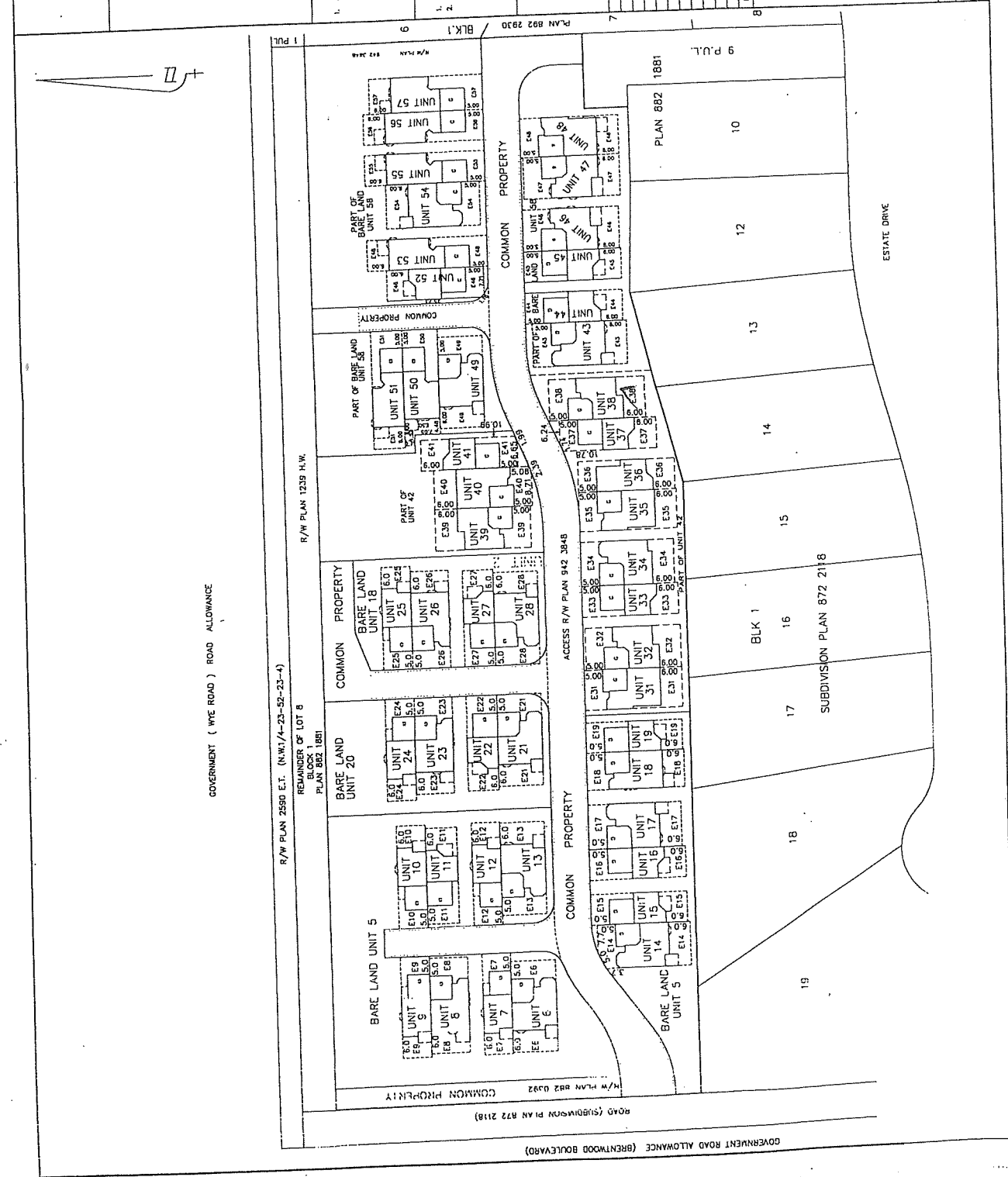
THE DEVELOPER'S ADDRESS

CONDOMINIUM CORPORATION ADDRESS:

435-317

PAUL'S SURVEYS LTD.

SCHEDULE 1.E



SCHEDULE 2

OWNER'S BY-LAWS

**BY-LAWS OF THE OWNERS
CONDOMINIUM PLAN NO. 942 3847
AND REDIVISIONS THERETO**

**THE ESTATES VILLAGE
SHERWOOD PARK, ALBERTA**

BY-LAWS OF THE OWNERS
CONDOMINIUM PLAN NO. 942 3847
AND REDIVISIONS THERETO
THE ESTATES VILLAGE, SHERWOOD PARK

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Attachment A: Exclusive Use Areas

NOTICE OF CHANGE OF BY-LAWS

The Owners, Condominium Plan No. 942 3847 ("the Corporation") hereby certifies that by unanimous resolution duly resolved and passed on the 12th day of December, 1994, the By-laws applicable to the Corporation and to the parcel referred to in the aforesaid Condominium Plan were amended as follows, the following being a true copy of the resolution made, namely:

"Be it resolved both as a unanimous and special resolution of The Owners: Condominium Plan No. 942 3847 ("the Corporation") that the By-laws of the Corporation as set out in Appendix 1 to the Condominium Property Act, R.S.A. 1980, Chapter C-22 as amended, be and they are hereby repealed and the By-laws hereto annexed be and they are hereby adopted as and made the By-laws of and applicable to the Corporation and the parcel referred to in Condominium Plan No. 942 3847 from and after the date of this resolution, the By-laws annexed hereto being hereby passed in place of the said statutory By-laws."

IN WITNESS WHEREOF the seal of The Owners: Condominium Plan No. 942 3847 is hereto affixed as witnessed by the hands of all members of the Board of the Corporation in that behalf this 12th day of December, 1994.

THE OWNERS: CONDOMINIUM PLAN No. 942 3847

PER:

PER:

PER:

THE ESTATES VILLAGE, SHERWOOD PARK

BY-LAWS OF THE OWNERS

CONDOMINIUM PLAN NO. 942 3847, OR REDIVISIONS THERETO

1. DECLARATION OF PURPOSE

The Constitution of Canada, by Section 15 of the Canadian Charter of Rights and Freedom, provides that:

- (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.
- (2) Subsection (1) does not preclude any law, program to activity that has as its object the amelioration or conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

The Owners of the Corporation shall keep and preserve The Estates Village as a place of comfort and security for that class of men and women beyond the age of thirty (30) years.

2. DEFINITIONS AND INTERPRETATION

In these By-laws, unless the context or subject matter requires a different meaning:

- (a) "Act" means the CONDOMINIUM PROPERTY ACT, Revised Status of Alberta, 1980, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefore;
- (b) "Board" means the Board of Managers of the Corporation;
- (c) "By-laws" means the By-laws of the Corporation, as amended from time to time;
- (d) "Capital Replacement Reserve Fund" means the fund created for the purposes as outlined in By-laws;

- (e) "Common Area" means all areas within the Parcel except those forming a part of a Unit (dwelling) and including Common Property and Residual Bare Land Units.
- (f) "Common Expenses" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws;
- (g) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan;
- (h) "Condominium Plan" means the Bare Land Condominium Plan registered by the Vendor under the Act, or any Redivisions thereto;
- (i) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan;
- (j) "Interest Rate" means the rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate at the Province of Alberta Treasury Branch, Main Branch, Edmonton, Alberta plus four (4%) percent per annum on the earliest date on which any portion of the said monies becomes due and payable by the Owner, until paid in full;
- (k) "Manager" means the professional manager first contractually retained by the Developer or any successor contractually appointed by the Board;
- (l) "Maintenance Area" means those areas, being part of the Parcel, which includes any fence-enclosed yards, decks and patios immediately adjacent to each Unit, the area and location of which shall be determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with the respective adjoining Unit;
- (m) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit together with all legal occupants of the Unit (excepting only the Corporation);

(n) "Ordinary Resolution" means a resolution:

- (i) passed at a properly convened meeting of the Corporation by a simple majority of all the persons present entitled to exercise the powers of voting conferred by the Act or by the By-laws; or
- (ii) signed by not less than fifty one (51%) percent of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than fifty one (51%) percent of the total unit factors for all the units;

(o) "Parcel" means the land comprised in the Condominium Plan;

(p) "Special Resolution" means:

- (i) a resolution passed at a properly convened meeting of the Corporation, of which at least fourteen (14) days notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these By-laws and not less than 75% of the total unit factors for all the units; or
- (ii) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws;

(q) "Unanimous Resolution" means a resolution:

- (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these By-laws representing the total unit factors for all the units; or
- (ii) signed by all persons who, at a properly convened meeting of the corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws;

(r) "Unit" means:

(i) in the case of a building, a space that is situated within a building and described as a Unit in a Condominium Plan by reference to floors, walls and ceilings within the building, to be read interchangeably with "dwelling"; or

(ii) in the case other than that of a building, land that is situated within a Parcel and described as a unit in a Condominium Plan, as re-divided wherever applicable;

(s) "Unit Factor" means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan as re-divided wherever applicable;

(t) "Vendor" means 571462 Alberta Ltd. on behalf of The Estates Village JV, to be read interchangeably with "Developer";

Words and expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the LAND TITLES ACT of Alberta or the LAW OF PROPERTY ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, or vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

3. MISCELLANEOUS PROVISIONS

(a) The headings used throughout these By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-law;

(b) The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;

(c) If there is any conflict between the By-laws and the Act, the Act prevails.

4. DUTIES AND OBLIGATIONS OF THE OWNERS

An Owner shall:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Area, or for the purpose of maintaining, repairing or renewing the Common Areas, or any part of a Bare Land Unit, or for the purpose of ensuring that the By-laws are being observed;
- (b) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) repair and maintain his Unit, including the interior surfaces of all windows and interior surface of doors which provide the means of ingress and egress from his Unit, but excluding outer boundaries, perimeter walls and other outside surfaces, roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, useability, value or safety of the Unit, and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on or which comprises any part of the Common Area of a Unit to which the Owner has been granted exclusive use pursuant to By-law 6, By-law 59 or By-law 60 and if the Owner does not maintain such area to a standard similar to that of the remaining Common Areas, the Corporation may give one month's notice to the Owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-law 59 shall apply;
- (d) not make any repairs, additions or alterations to his Unit, interior decoration excepted, (including interior and exterior load bearing partition walls and support columns) or the building of which his Unit forms a part or to the plumbing, mechanical or electrical systems within his Unit without first obtaining the written consent of the Corporation;

- (e) use and enjoy the Common Areas (including Common Property) in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (f) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- (g) notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- (h) comply strictly with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all his tenants, family visitors, invitees and other occupants of his Unit to similarly comply;
- (i) pay to the Corporation when due all Common Expenses levied or assessed against his Unit, including property taxes wherever applicable, together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 32 of the Act;
- (j) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit, and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- (k) observe all By-laws pertaining to the use of the Common Areas and comply strictly with the By-laws;
- (l) allow the Corporation entry to his Unit in the event of an emergency, for the purposes of protecting the property of other Owners or occupiers and the property of the Corporation, and in the event his Unit is so entered, the Owner shall save harmless and indemnify the Corporation, its agents and employees from any claims arising from such entry.

Except with the Board's written consent, an occupant (whether an Owner or not) shall not:

- (m) use the dwelling or the Common Areas in a manner that unreasonably interferes with their use and enjoyment by other Owners or occupants;
- (n) use the dwelling or the Common Areas in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to any other Owner or occupant;
- (o) hang or place on the Common Areas or outside or within a dwelling, anything that the Board considers aesthetically displeasing or offensive;
- (p) obstruct a sidewalk, walkway, passage, driveway or parking area other than for entering or leaving the dwelling;
- (q) use any portion of the Common Areas except in accordance with these By-laws and any Rules passed by the Board;
- (r) paint, decorate or otherwise affect the portions of the dwelling which are required to be maintained by the Corporation;
- (s) erect or plant any fence, screen, barrier, awning, shade, partition, tree, shrub or flower unless the improvement is entirely within a dwelling;
- (t) make structural, mechanical or other changes to a dwelling unless the changes do not affect the areas which the Corporation is required to maintain, or any other Unit.

5. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation through its Board shall:

- (a) control, manage, maintain, repair and administer the Common Areas (except as hereinbefore and hereinafter set forth) and all real property including any part of the Bare Land Units, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Condominium project;
- (b) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;

- (c) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Area;
- (d) maintain all areas other than the interior of any building occupied by the Owner of a Unit. More specifically, the Corporation's maintenance obligations include:
 - (i) fertilizing, watering and mowing lawns;
 - (ii) removing ice, snow, and debris from all driveways and sidewalks, within a reasonable time after they accumulate;
 - (iii) repairing or replacing pipes, wires, cables and ducts;
 - (iv) maintaining all exterior parking facilities;
 - (v) maintaining the outside surfaces of all buildings, including roofs, eavestroughs, siding, brick, stucco and exteriors of doors (but not including windows);
 - (vi) providing and maintaining reasonable outside lighting;
 - (vii) maintain all fencing, decks, patios, posts, driveways, and sidewalks;
 - (viii) Arrange for garbage collection from all dwellings.
- (e) provide and maintain in force all insurance as is required by the Act and by the provisions of these By-laws and, on the written request of an Owner or a registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee produce to the Owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

- (f) collect and receive all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company;
- (g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as to the Board may seem justifiable in the management or administration of the entire project;
- (h) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation by the Vendor;
- (i) provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for a Capital Replacement Reserve Fund and the Capital Replacement Reserve Fund shall be an asset of the Corporation;
- (j) indemnify every Board member, employee or officer, and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, employee or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expense incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses.

6. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board may and is hereby authorized to:

- (a) purchase, hire or otherwise acquire personal property for use in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Areas;

- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that such borrowing in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set for the in Section 35 of the Act;
- (e) make any agreement with an Owner, tenant or other occupier thereof;
- (f) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 41 of the Act, on such terms and conditions as may be determined or approved by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Areas or special privileges in respect thereof, the grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (h) assess and levy as against Unit Owners, their proportionate share of property tax levies as against any and all Condominium property;
- (i) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Areas and do all things reasonably necessary for the enforcement of the By-laws for the control, management and administration of the Common Areas generally including the commencement of an action under Section 29 of the Act and all subsequent proceedings relating thereto;

- (j) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (k) raise amounts so determined by levying assessments on the Owners in proportion to the unit factors for their respective Units or as otherwise herein provided;
- (l) charge interest under Section 32 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (m) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting.

7. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.

8. NUMBER ON BOARD

- (a) The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board shall consist of not less than three (3) nor more than seven (7) persons, and not less than fifty (50%) per cent of whom shall be elected for a period of two (2) years at the first annual general meeting (Turnover Meeting) and the remaining persons for a period of one (1) year. At each subsequent annual general meeting those elected shall be elected for a period of two (2) years. All such elections shall take place at an annual general meeting, except for vacancies, (although members may also be elected at an extraordinary general meeting). Where there are no Mortgagees and not more than three (3) Owners, the Board shall consist of all Owners or such person or persons in such number as the Owners of all Units may designate. If a Unit has more than one (1) Owner, only one (1) such Owner may sit on the Board at one time.

- (b) Ownership of a Unit is not necessary for election to and membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the Board provided that any Owner who is indebted to the Corporation for an assessment or assessments which are more than thirty (30) days overdue shall not be eligible for election or membership on the Board.

- (c) At any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.
- (d) No more than two (2) registered Mortgagees or their representatives may be members of the Board at any one time.
- (e) All Board members shall, as a condition of nomination to the Board, make full disclosure of any direct or indirect relationships to the Condominium Corporation such as a private company, public company, partnership or proprietorship employed by the Condominium Corporation or any pecuniary interest not mentioned.

9. RETIREMENT FROM BOARD

At each annual general meeting of the Corporation all the members reaching the end of their elected term on the Board shall retire from office and the Corporation shall elect new members to fill the vacancies on the Board.

10. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election.

11. REMOVAL FROM BOARD

Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.

12. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under By-law 21, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to By-law 8.

13. QUORUM FOR BOARD

Except where there is only one Owner and except during the period before the first annual general meeting, a quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members and four where it consists of seven members.

14. OFFICERS OF THE CORPORATION

At the first meeting held after an annual general meeting of the Corporation the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

15. CHAIRMAN OF BOARD MEETINGS

Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and Vice-President or their refusal to act as Chairman of the Board, the members present shall appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting.

16. DUTIES OF THE OFFICERS

The following duties are assigned to the Officers; however, the Board may make other allocations:

- (a) the President, or in the event of his absence or disability, the Vice-president:
 - (i) is responsible for the daily execution of the business of the Corporation;
 - (ii) shall act as Chairman of the meetings of the Board.
- (b) the Secretary, or in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall record and maintain all the Minutes of the Board, and all meetings of the Corporation; and shall record votes for and against on all decisions;
 - (ii) is responsible for all the correspondence of the Corporation;

- (iii) shall carry out his duties under the direction of the President and the Board.
- (c) the Treasurer, or, in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall receive all monies paid to the Corporation and deposit it as the Board may direct;
 - (ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
 - (iii) present to the Board when required to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;
 - (iv) prepare for submission at the annual general meeting, a budget for the forthcoming fiscal year of the Corporation, and if required by Ordinary Resolution of the members of the Corporation, an audited statement for the most recently completed fiscal year of the Corporation.

The Secretary and Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary and Treasurer, as the case may be, supervises those duties of the Manager.

17. VOTES OF BOARD

At meetings of the Board all matters shall be determined by simple majority vote and in the event of a tie vote, the Chairman is entitled to cast a vote in addition to his original vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

18. FURTHER POWERS OF BOARD

The Board may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) days' notice of a meeting proposed by him specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;

- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Areas and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Any such contract shall provide for the Contract Manager to maintain a fidelity bond for the benefit of and naming the Corporation and such bond shall be in an amount at least equal to one-half (1/2) of the approved budget of the Corporation in any given fiscal year and the total amount of any Capital Replacement Reserve Fund, from time to time under the control of the Contract Manager. At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 14 of the Act shall apply thereto.

19. ADDITIONAL DUTIES OF BOARD

The Board shall:

- (a) keep minutes of its proceedings and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;
- (b) cause minutes to be kept of general meetings of the Owners and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;

- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (d) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (e) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (f) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- (g) cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation a copy of the financial statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the financial statement within ninety (90) days of the end of the fiscal year of the Corporation;
- (h) within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- (i) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation;
- (j) at all times keep and maintain in force all insurance required hereunder and by the Act, to be maintained by the Corporation and from time to time secure and enter into insurance trust agreements as required by the Corporation;
- (k) create and maintain by Common Expense levy a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Areas and any real or personal property owned by the Corporation, with the Board applying such funds and the proceeds thereof from time to time for such purposes.

20. DEFECTS IN APPOINTMENT TO BOARD

All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

21. VACATING OFFICE OF BOARD MEMBER

The office of a member of the Board shall be vacated if the member:

- (a) by notice in writing to the Corporation resigns his office; or
- (b) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner or becomes bankrupt; or
- (c) is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the MENTAL HEALTH ACT; or
- (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years; or
- (e) is absent from meeting of the Board for a continuous period of four (4) months or four (4) consecutive meetings without the consent of the remaining member of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart for his office be vacated; or
- (f) ceases to qualify for membership pursuant to the By-laws; or
- (g) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
- (h) is deceased.

22. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner in which officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

23. CORPORATE SEAL

The Corporation shall have a seal which shall be used as authorized by resolution of the board and in the event no such resolution has been passed then the seal shall be used in the presence of at least two (2) members of the board, who shall sign the instrument to which the seal is affixed.

24. ANNUAL GENERAL MEETINGS

The first annual general meeting shall be convened by the Board within:

- (a) ninety (90) days from the date that 50% of the Units are sold, or
- (b) one hundred and eighty (180) days from the date that the first Unit is sold, whichever is sooner.

Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

25. EXTRAORDINARY GENERAL MEETINGS

All general meetings other than annual general meetings shall be called extraordinary general meetings.

26. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 15% of the total unit factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding unit factors represent not less than 15% of the total unit factors, or a combination of such Owners or mortgagees entitled to vote with respect to 15% of the total unit factors convene an extraordinary general meeting.

27. NOTICE OF GENERAL MEETINGS

Seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and the mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these By-laws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of days notice of a general meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

28. PROCEEDINGS AT GENERAL MEETINGS

All meetings of the Board and general meetings of the Corporation shall be conducted according to Robert's Rules of Order. All business that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting, shall be deemed special.

29. QUORUM FOR GENERAL MEETINGS

Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter of the persons entitled to vote present in person or by proxy shall constitute a quorum.

30. ADJOURNMENT FOR LACK OF QUORUM

If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

31. CHAIRMAN FOR GENERAL MEETINGS

The President of the Board or his nominee approved by the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he vacate the chair, the

Vice-President of the Board or his nominee approved by the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

32. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- (b) calling of the roll and certifying the proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors;
- (i) election of Board;
- (j) unfinished business;
- (k) new business;
- (l) adjournment;

33. VOTING BY SHOW OF HANDS

At any general meeting a resolution by the vote of the meeting shall be decided on the show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by a majority vote.

34. POLL VOTES

A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote. A demand for a poll may be withdrawn.

35. VOTING CALCULATION

On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the respective Units owned or mortgaged to them.

36. VOTES PERSONALLY OR BY PROXY

On a show of hands or on a poll, votes may be given either personally or by proxy.

37. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner.

38. ELIGIBILITY TO VOTE

Except in cases where by or under the Act a Unanimous Resolution or Special Resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to By-law 28.

39. VOTE BY CO-OWNERS

- (a) Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-owners are not entitled to vote separately on a show of hands except when a Unanimous Resolution is required by the Act, but any one co-owner may demand a poll;
- (b) On any poll, each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll

shall have a vote proportionate to the interests in the Units of the joint Owners as do not vote personally or by individual proxy.

40. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

41. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

42. TRUSTEE VOTE

Where an Owner is a trustee, he shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

43. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgage and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay assessments.

44. VIOLATION OF BY-LAWS

- (a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not

necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid in full;

- (b) The Corporation may recover from an Owner by an action or debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) In addition, the Corporation may exercise the powers provided for in Section 29 of the Act.

45. VENDOR'S RIGHTS

During such time as the Vendor is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units and dwellings, whether owned or leased by it, as display Units and to carry on all sales functions it considers necessary from such Units and, notwithstanding By-law 52, lease any Unit or dwelling or part thereof without the consent of or notice to the Corporation or the Board. The Developer, its agents, employees and mortgage inspectors shall have the right to enter into any Unit or dwelling and access to the Common Areas in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

46. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units and Common Areas immediately prior to the occurrence. Prior to making any determination under this clause the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary meeting and give at least ten (10) days' notice by registered mail to all registered first mortgagees;

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - (ii) the proceeds of insurance shall be paid to the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel;
- (b) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Areas or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- (c) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wire, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Area, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;

- (d) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Areas or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

47. INSURANCE

- (a) The Board, on behalf of the Corporation, shall obtain and maintain to the extent obtainable, the following insurance:

Insurance on all of the Units including the bathroom and kitchen fixtures initially installed therein (excluding furnishings, fixtures and any property brought into or installed in the Units by Unit Owners, current or predecessor) and all the insurable Common Areas and managed property and all insurable property both real and personal of any nature whatsoever of the Corporation, and without limiting the generality of the foregoing, such insurance shall provide and include the following:

- (i) the perils insured against shall include the perils of fire, extended coverage and such other perils as from time to time the Board shall deem advisable;
- (ii) the coverage will provide for settlement on the basis of replacement cost and that no deduction shall be made from any settlement for depreciation;
- (iii) adequate coverage for boiler insurance if any boiler or pressure vessels exist;
- (iv) no breach of any condition of any policy by any Owner or by the Corporation shall invalidate the insurance or forfeit the insurance;
- (v) any co-insurance clause shall be on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of any claim settlement;
- (vi) the insurers' rights of recovery against the Corporation and the members of the Board are waived and that the insurers' rights of recovery against any Owner (and if residents of an Owner's household, his spouse, the relatives of either and any other person under the age of 21 in the care of an Owner or his spouse or any guests or occupants

of a Unit) are waived, except with respect to arson, fraud and vehicle impact;

- (vii) such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all of the insureds including all registered Mortgagees of Units;
- (viii) such policies shall also provide that the Corporation shall have the right at its sole option to negotiate and accept a cash settlement (without deduction or depreciation) in the event of substantial damage to the property insured and the determination of unanimous resolution of the Corporation or by order of Court of Law having jurisdiction in that behalf to settle a scheme or to terminate the condominium status to the development, and the insurers' option to reconstruct the damaged premises shall be deleted or waived;

Prior to obtaining any policy of fire insurance or renewal thereof the Board shall obtain an appraisal (or appraisal update) from a qualified and reputable appraiser of real property, of the full replacement value of all of the property required to be insured by the Corporation, and the Board shall maintain insurance at the levels required by the Act and these By-laws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance placed by the Corporation. Notwithstanding the foregoing, an Owner may carry insurance on his Unit provided that the liability of the insurers providing the insurance of the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

Notwithstanding the foregoing, an Owner may carry insurance on his Unit provided that the liability of the insurers providing the insurance of the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

Nothing in these By-laws shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Units and their personal liability as permitted by the Act or as otherwise permitted by law.

In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by Owners or their Mortgagees;

- (b) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or of guests, invitees or licensees of such Owner, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to any loss for which claim is made. The deductible is recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation;
- (c) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of the Corporation, its officers, the Board or its members or the employees or agents of any of the foregoing, the Corporation shall bear any deductible with respect to the loss for which the claim is made. The onus of proof of cause or neglect shall be upon the Owner;
- (d) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against their liability for bodily injury, death and damage to the property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the control, management and administration of the Corporations's real and personal property, the Common Areas and the managed property. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as insureds the Corporation, the Board and the members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy has been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected;
- (e) The Board shall review the insurance coverage at least annually and shall increase insurance at its discretion.

- (f) The Board shall also obtain and maintain insurance coverage for errors and omissions by the Board and its officers so long as such insurance is obtainable at reasonable cost.

48. ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the unit factors for their respective Units and, without limiting the generality hereof, include the following:
- (i) All levies or charges on account of garbage removal, electricity, water, gas and fuel services and television antenna or cable services supplied to the Corporation for the project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (ii) All levies or charges on account of property taxes excepting only those exclusively attributable to the Owner of a Unit, and all other municipal and governmental levies or assessments against land, including improvements, comprising the Corporation Property, provided however in the event that the initial four (4) Bare Land Units have not all been redivided, a Special Assessment for taxes attributable to the residual Bare Land Units shall be calculated on a pro-rata basis to assess the amounts payable by each of the Unit Owners contained within each redivided Bare Land Unit;
 - (iii) Management fees, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - (iv) All the charges on account of cleaning or sweeping of the parking areas, lawn maintenance and landscaping and for ice, snow and debris removal;
 - (v) Maintenance of the exterior walls, party walls and other structural parts of the building;
 - (vi) All charges on account of lighting fixtures situated on Common Areas;
 - (vii) All charges on account of maintenance of Common Property and for those portions of a Unit for which the Corporation is responsible under these By-laws;

- (viii) All charges on account of maintenance for Common Areas for which the Corporation is responsible under these By-laws;
- (ix) All costs of furnishings and equipment for use in and about the Common Areas, or related amenities including the repair, maintenance or replacement thereof;
- (x) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act, and including the fees and charges of the Insurance Trustee;
- (xi) The cost of maintaining fidelity bonds as provided in these By-laws;
- (xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- (xiii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
- (xiv) All amounts as reserves for repairs and replacement of Common Area and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
- (xv) For Units which have been built by the Vendor and are occupied, but for which possession has not yet passed to a Purchaser thereof, condominium fees shall be assessed, as with all other Units, according to the unit factor belonging to those Units. However, for Units owned by the Vendor which are vacant, the portion of the condominium fee that shall be payable will be limited to that amount related to maintenance and support of those vacant Units and be exclusive of any portion of the fees identified in By-law 48 clauses (i), (iii) and (xiv). In the alternative, for the Units owned by the Vendor which are vacant, the condominium fees shall be paid in full but the Vendor shall be entitled to charge an administrative fee to the Corporation which shall not exceed 75% of the condominium fees.

For Units owned by the Vendor which have not been developed, the portion of the condominium fee that

shall be payable will be limited to that amount related to maintenance and support of those undeveloped Units and be exclusive of any portion of the fees identified in By-law clause 48. (a) except items (vi), (vii), (viii) and (x) - liability portion only.

In the alternative, for Units owned by the Vendor which are undeveloped, the condominium fees shall be paid in full, but the Vendor shall be entitled to charge an administrative fee to the Corporation which shall not exceed 95% of the condominium fees.

- (b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
 - (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for this contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their unit factors;
- (c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements ("Capital Replacement Reserve Fund");
- (d) The Capital Replacement Reserve Fund, when established, may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Areas but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may, by resolution, determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure;
- (e) The Common Expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance of the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment;

- (f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due;
- (g) The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within twenty (20) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution; and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein;
- (h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall within twenty (20) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (ii) the particulars of
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of \$5,000 that, if not met may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;

- (v) a copy of the current budget of the Corporation;
- (vi) a copy of the most recent financial statement of the Corporation;
- (vii) a copy of the By-laws of the Corporation
- (viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
- (i) Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before 90% of the Units have been occupied or sold by the Developer of the project and prior to the first annual general meeting being convened and the fiscal year of the Corporation established, the following provisions will apply:
 - (i) The Developer will cause to be prepared an interim statement of anticipated Common Expenses, which may be revised from time to time if there is a material change in the amount of Common Expenses;
 - (ii) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible, excepting only those Units owned but not occupied by the Developer;
- (j) The omission by the Corporation to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by vacating or abandoning his Unit;
- (k) The Board or the Manager supplying any documents required to be provided in these By-laws or under Section 36 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

REMOVED

49. SPECIAL ASSESSMENTS

If at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their unit factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid in full.

50. DEFAULT IN PAYMENT OF ASSESSMENTS

Respecting a default in payment of assessments and lien for unpaid assessments, instalments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessment or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporations a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such

remedies as may be available to it at law or in equity, from time to time;

- (b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (d) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board may give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- (e) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgagee;
- (f) Notwithstanding all other provisions hereof the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by

any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage;

- (g) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation in registering and discharging a caveat or in any way securing its interests hereunder shall constitute a payment due the Corporation.

51. ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

52. LEASING OF UNITS

In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the By-laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations;

The Corporation is authorized to:

- (a) impose and collect deposits under Section 44 of the Act;
- (b) give notices to give up possession of residential Units under Section 45 of the Act;
- (c) make applications to the Court under Sections 46 and 47 of the Act.

*items added
D + E*

53. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-law does not affect the validity of the remaining By-laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

54. NOTICES

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act of these By-laws.

55. NOTICE OF DEFAULT OF MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee.

56. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their unit factors.

57. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its

representative or by the alternate of its representative duly appointed pursuant to the By-law next following shall be deemed to be a resolution of the Board.

58. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided in these By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board if and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, and any appointment or removal under this By-law shall be made in writing under the hand of the representative making the same.

59. EXCLUSIVE USE

- (a) The Board may grant to an Owner a lease under Section 41 of the Act, or grant to the Owner the right to exclusive use and enjoyment of any other portion of the Common Areas, or special privileges in respect thereof, and on such terms with respect to maintenance thereof as the Corporation may direct, but any such grant shall be determinable on reasonable notice, unless the Corporation by Unanimous Resolution otherwise resolves;
- (b) If an Owner shall fail to maintain any Exclusive Use Area assigned to him by the Board, after ten (10) days notice to him to correct any deficiencies set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.

60. BARE LAND UNITS OWNED BY CORPORATION

- (a) The Corporation does hereby grant to the Owner of a Unit, following re-division, the exclusive use and possession of those portions of the Bare Land Unit owned by the Corporation immediately adjacent to such Unit, identified

by the letter "E" and followed by a number which corresponds to the number of the Unit owned by the Owner, as outlined in Attachment "A" attached to these By-laws;

- (b) The right to exclusive use and possession granted to an Owner of a Unit hereby shall always be subject to the standards and provisions set out in these By-laws to the highest level set for any one or more of use of a Unit, or any portion of the Common Areas.

61. COMMON AREAS

- (a) Except where these By-laws otherwise provide, each Owner has the right to exclusive use and possession of:
 - the interior of his dwelling, and
 - the surface of any wooden deck attached to the dwelling, and
 - any concrete patio areas adjacent to the dwelling, and
 - parking units designated for use in connection with ownership of that dwelling, if any;
- (b) All other areas of the Parcel are designated as Common Areas;
- (c) Each Owner has the right to non-exclusive use of all of the Common Areas, providing that he does so in accordance with these By-laws.

62. SIDEWALKS AND WALKWAYS

- (a) Each occupant is responsible for removing ice and snow from the deck and back steps of his dwelling;
- (b) The Corporation is responsible for ice and snow removal for all other areas (i.e. streets, driveways, walkways and front steps to the dwellings) within the Condominium project.

63. REALTY TAXES

The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Areas comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share of the Common Areas appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments shall be apportioned and

adjusted amongst all the Owners according to their respective unit factors.

64. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may, by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Fifteen Thousand (\$15,000.00) Dollars, the cost of such bonding to constitute a Common Expense of the Corporation.

65. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No member, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- (b) any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-law 6(m).

66. USE AND OCCUPANCY RESTRICTIONS

In this By-law,

- (a) "occupant" means a person present in a Unit or in or upon the real or personal property of the corporation or the Common Areas with the permission of an Owner;
- (b) "Owner" includes a tenant;

An Owner shall not:

- (a) use his Unit or any part thereof for any commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the Condominium project, or for a purpose involving the attendance of the public at such Unit;
- (b) keep or allow any animal, livestock, fowl or pet of any kind (other than birds or fish or small animals restrained at all times inside the Unit) at any time to be in his Unit or on the Common Areas without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs approved must be hand leashed and kept under control at all times;
- (c) use or permit the use of his Unit other than as a single family dwelling or for a purpose other than for residential purposes;
- (d) permit his Unit to be occupied as a place of residence according the following formula:
 - (i) two (2) bedroom Unit by more than four (4) persons;
 - (ii) three (3) bedroom Unit by more than six (6) persons;at any given time without the prior consent in writing of the Board;
- (e) except for professionally designed "For Sale" signs displayed within a window in a Unit, erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Areas or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior approval of the Board;
- (f) make or permit noise in or about any Unit or the Common Areas which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Areas by any other Owner or occupant. No instrument or other device shall be used within a Unit

which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;

- (g) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units;
- (h) permit laundry to be hung outside his Unit;
- (i) no trailer, either with or without living, sleeping or eating accommodation and no tent, or shed or portable building shall be placed or maintained on the Common Areas, except with the prior approval of the Board. If any such item has been approved by the Board, the Board may subsequently withdraw such approval in which event the item shall be forthwith removed by the occupant;
- (j) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Areas or on other real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. No satellite dishes, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefor which may be established by the Board;
- (k) store any combustible, inflammable or offensive goods, provisions or materials in his Unit or on the Common Areas;
- (l) do anything or permit anything to be done in his Unit or upon the Common Areas or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (m) do anything or permit anything to be done by an occupier of his Unit in his Unit, or the Common Areas that is contrary to any statute, ordinance, By-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

- (n) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (o) deposit customary refuse and garbage outside his Unit other than in proper garbage containers;
- (p) permit any member of his household, guests, invitees, licensees, agents or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (q) use any part of the Common Areas other than his Unit's driveway or parking area leased to him under Section 41 of the Act for the parking of any motor vehicles except in accordance with permission in writing from the Board;
- (r) wash vehicles except in such a manner as will not cause nuisance or annoyance to other Owners and in such place and at such times as the Board may from time to time by regulation set forth or direct and no repairs or adjustments to vehicles shall be carried out on the project other than minor repairs and adjustments that can be performed within the confines of his Unit's driveway/garage, nor shall any vehicles other than private passenger vehicles be brought on to the project without the written consent of the Board or a member or a manager or nominee thereof save in the course of delivery to or removal from the respective premises;
- (s) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles or equipment to be parked or stored other than in an area designated by the Board;
- (t) keep on the Common Areas any private passenger vehicle which is not in operating condition and being used from day to day;
- (u) drive any motor vehicle within the Condominium project at a speed in excess of 15 kilometres per hour;
- (v) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors;
- (w) shake mops or dusters of any kind nor throw anything out any windows in his unit or on the Common Areas, nor permit anything of this kind to be done;

- (x) allow his Unit or Exclusive Use Areas assigned to him to become unsanitary or unsightly in appearance;
- (y) make or cause to be made any structural, mechanical or electrical alterations or additions to his Unit or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid in full;
- (z) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (aa) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use and each Owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including toys and similar belongings to an Owner's household be put away inside such Unit when not in actual use or be stored in appropriate places which may be designated by the Manager from time to time for such use;
- (bb) fail to observe and abide by all rules and regulations established from time to time by the Board or Manager with respect to the use of any storage premises in the building.
- (cc) permit a contractor or workman to do any work in his Unit that would disturb any residents between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
- (dd) use the parking portion of any of the Units, except for the purpose of parking of operable motor vehicles in accordance with the provisions of that Restrictive Covenant for parking (if applicable) registered in the Land Titles Office for the North Alberta Land Registration District;
- (ee) as the Corporation has the exclusive right and obligation to maintain all landscaping within the Condominium project, Owners may not plant trees, build fences, create flower beds, or otherwise alter the Common Areas without

- the written permission of the Board;
- (ff) no building or structure shall be erected on the Common Areas, except in the following circumstances:
- 1) by the Corporation; or
 - 2) by an Owner who has obtained the prior written consent of the Board;

The Board shall make such policy statements and rules as are required to clarify the general restrictions in By-law 66 and those policy statements and rules shall have the same force as any By-laws of the Corporation provided such policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.

An Owner shall ensure that his occupants, family, invitees and licensees comply with those requirements that the Owner must comply with under By-law 66.

67. UNIMPROVED UNITS

If the Condominium project is built in one or more phases, the following rules shall apply:

- Revised*
- (a) "Unimproved Unit" means a Unit built by the Vendor with respect to which possession has not yet passed to the Purchaser thereof;
 - (b) The Owner, and not the Corporation, shall be responsible for keeping the Unimproved Unit free of debris, weeds, and any other unsightly matter;
 - (c) Once the dwelling has been constructed, the Owner shall be responsible for installing landscaping, (including driveways and sidewalks) which is of the same nature and quality as that which exists in the developed portion of the Condominium project, wherever applicable;
 - (d) As with all other Units, condominium fees for Unimproved Units shall be assessed according to the unit factor belonging to the Unit. Assessments shall be in accordance with By-law 48.(a).

68. WATER

Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair. Water must be turned off in vacant Units.

69. SALES AND EXHIBITS

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction sales, garage sales or other sales shall be held in any Unit or upon the Common Areas without the prior written consent of the Board.

70. FURNITURE MOVING

Furniture moving shall be limited to the times established by the Board. The Board in its sole discretion may establish a schedule of permitted moving times so as to cause the least disturbance to other Owners.

71. PERSONAL PROPERTY AND INJURY

The Corporation or its Board members, officers, agents or employees will not be responsible to any Owner, tenant or occupier of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner, tenant or occupier of a Unit including but not limited to:

- (a) the parking areas provided on the Common Areas;
- (b) any part of the Common Areas designated for the exclusive use and enjoyment of any Owner, tenant or occupier; or
- (c) any contents, personal property, or improvements in or to any Unit.

Subject to the Act and the By-laws, the insuring of any contents or improvements within or to a Unit is the sole responsibility of the Owner, tenant or occupier of the Unit, and the Owner, tenant or occupier of a Unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements within or to the Unit however caused. No Owner, tenant or occupier of a Unit shall be entitled to claim or shall claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair to any part of the Parcel.

72. RECOVERY OF COSTS

The Corporation may recover from any Owner by an action for the debt in any Court of competent jurisdiction any sum of money, including its costs on a solicitor and his own client indemnity basis, which the Corporation is required to expend as a result of any act or omission by an Owner, his servants, agents, licensees, invitees or tenants which violates these

By-laws or any resolutions established pursuant to these By-laws and there shall be added to any judgment all costs of such action including indemnification of the Corporation's legal costs as between solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

73. CHANGE OF LEGISLATION

Should the Act in future change, then these By-laws shall, in the future, adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

74. COVENANTS

The Corporation shall accept on behalf of the Owners any restrictive covenants, easements, leases or agreements burdening or benefitting the Parcel.

75. RESTRICTIONS ON OCCUPATION

WHEREAS the Vendor is or is entitled to be registered as Owner of the Units and Common Areas comprising the Condominium Plan;

AND WHEREAS it is the intention of the Vendor to sell all of the Units to Purchasers who shall have the benefit of the following covenant;

The Owner(s) shall at all times comply with the terms and conditions of the Restrictive Covenant re: Age, as follows:

WITNESSETH that the Vendor as covenantor, on behalf of itself, its successors in title from time to time and the persons deriving title under it or them, COVENANTS with itself as covenantee on behalf of itself, its successors in title from time to time and the persons deriving title under it or them to the intent that the burden of the covenants may run with and bind the Units and every part thereof and to the intent that the benefit thereof may be annexed to and run with the Units and every part thereof, AS FOLLOWS:

(a) In the Restrictive Covenant:

(i) "Occupation", "occupied" or "occupant" means a regular and ordinary presence in the Unit whether or not the person is frequently absent by reason of employment or ill health. A person shall be deemed to be an occupant if his or her occupation of the

Unit exceeds thirty (30) consecutive days or an accumulative total of sixty (60) days within a three hundred and sixty-five (365) day period. A person whose primary purpose for residing in the Unit is to provide medical assistance to an occupant who complies with the Restrictive Covenant shall be deemed not to be an occupant within the meaning of this definition.

- (b) A Unit shall not be occupied by a person or persons who have not attained or will not have attained his or her thirtieth (30th) birthday within six (6) months of occupancy.
- (c) Notwithstanding the above paragraph (b), a Unit may be occupied by a person who has not attained his thirtieth (30th) birthday, provided;
 - (i) that person lives with his or her spouse who has attained his or her thirtieth (30th) birthday. "Spouse" also means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
 - (ii) that person has attained his or her eighteenth (18th) birthday and is the child of an occupant who has attained his or her thirtieth (30th) birthday;
 - (iii) The Board may authorize a person to occupy a Unit for a specified period of time for compassionate reasons. The permission granted by the Board may be invoked by a Special Resolution of a duly convened meeting of the Corporation.
- (d) Neither the Vendor nor any successor in title shall be liable for a breach of restrictions set forth herein in respect of any Unit after the date it ceases to have any interest in that Unit.
- (e) Should any one or more of the provisions of the Restrictive Covenant be determined to be illegal or unenforceable or otherwise invalid, the same shall be severed but all other provisions shall remain in effect.
- (f) The Restrictive Covenant may be enforced by any Unit Owner or by the Board.
- (g) Whenever the singular number or neuter or masculine gender is used herein, the same shall be constructed as including the plural and such other gender as the context

requires.

76. PARTY WALL AGREEMENT

Each Owner acknowledges that each Unit has at least one common wall with an adjoining Unit and that the common wall is located as nearly as practicable upon the property dividing line between the two Units. The common wall, known as a party-wall is an element of Common Property owned by the Corporation. Each Owner agrees with each other Owner as follows:

- a) The common wall constructed on the line between the adjoining Units has been constructed as a party wall to be used for the joint purposes of the adjoining residences and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of their adjoining residences the enjoyment of a right to support and use, all to the intent that no portion or part of the party wall erected shall for any purpose whatsoever be construed or deemed to be an encroachment on any adjoining Unit and shall continue as a party wall perpetually and to the extent that any portion or part of the party wall shall encroach upon any Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purposed or such encroachment.
- b) Each Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or linear extension thereof in respect of the width of the party wall constructed upon that Owner's Unit, to the intent such easement shall be annexed to and run with such Unit in accordance with the provisions herein set forth.
- c) If the party wall at any time following construction requires any repair or maintenance (either external or internal) to ensure any Owner the right to the convenient enjoyment of his right to support and use, either of the adjoining Owners shall be at liberty to cause the party wall to be repaired or maintained and each of the adjoining Owners shall be responsible for and shall forthwith pay for one-half ($\frac{1}{2}$) of the cost of such repairs or maintenance; provided that notwithstanding the foregoing, in the event such repair or maintenance (either external or internal) is required or necessitated due to damage to such party wall caused by the wilful or wanton act or acts of any Owner or invitee or licensee thereof, it is agreed by each Owner that the costs of such repairs and maintenance shall be solely borne by the Owner or any invitee or licensee thereof whose wilful or

wanton act or acts required or necessitated the repair or maintenance.

- d) Each Owner shall afford any adjoining Owner and that Owner's agent or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and/or repaired and/or maintained (provided that in connection with such access reasonable notice shall be given and as little damage as possible will be occasioned to the property of the other Owner and that in the event of any damage being occasioned to the property of the other Owner, such damage will be repaired to the satisfaction of the other Owner at not other cost to the other Owner).

77. REDIVISION

Although it is contemplated that these By-Laws will be registered in connection with the initial Bare Land Condominium, the By-laws will extend to and be binding following any resulting re-division of the Bare Land Condominium.

78. AMENDMENT OF BY-LAWS

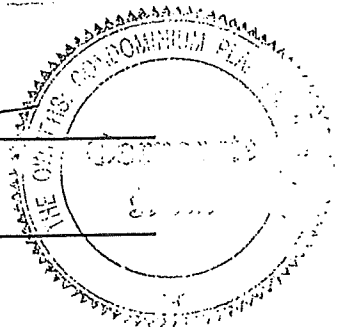
These By-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, addition or repeal thirty (30) days prior to the date of any such Special Resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

ENACTED THIS 12th DAY OF December, 1994.

THE OWNERS: CONDOMINIUM PLAN NO. 942 3847

PER: _____

PER: _____



THE ESTATES VILLAGE

PLAN

SHOWING PROPOSED REDIVISION OF
CONDOMINIUM BARE LAND UNITS 1, 2, 3, AND 4
CONDOMINIUM PLAN 942-
N.W.1/4 Sec.23-Twp.52-Rge.23-W.4thM
COUNTY OF STRATHCONA

SHERWOOD PARK — ALBERTA
SCALE: 1: 1000 1994 JOHN M. BYRNE, A.L.S.

LEGEND

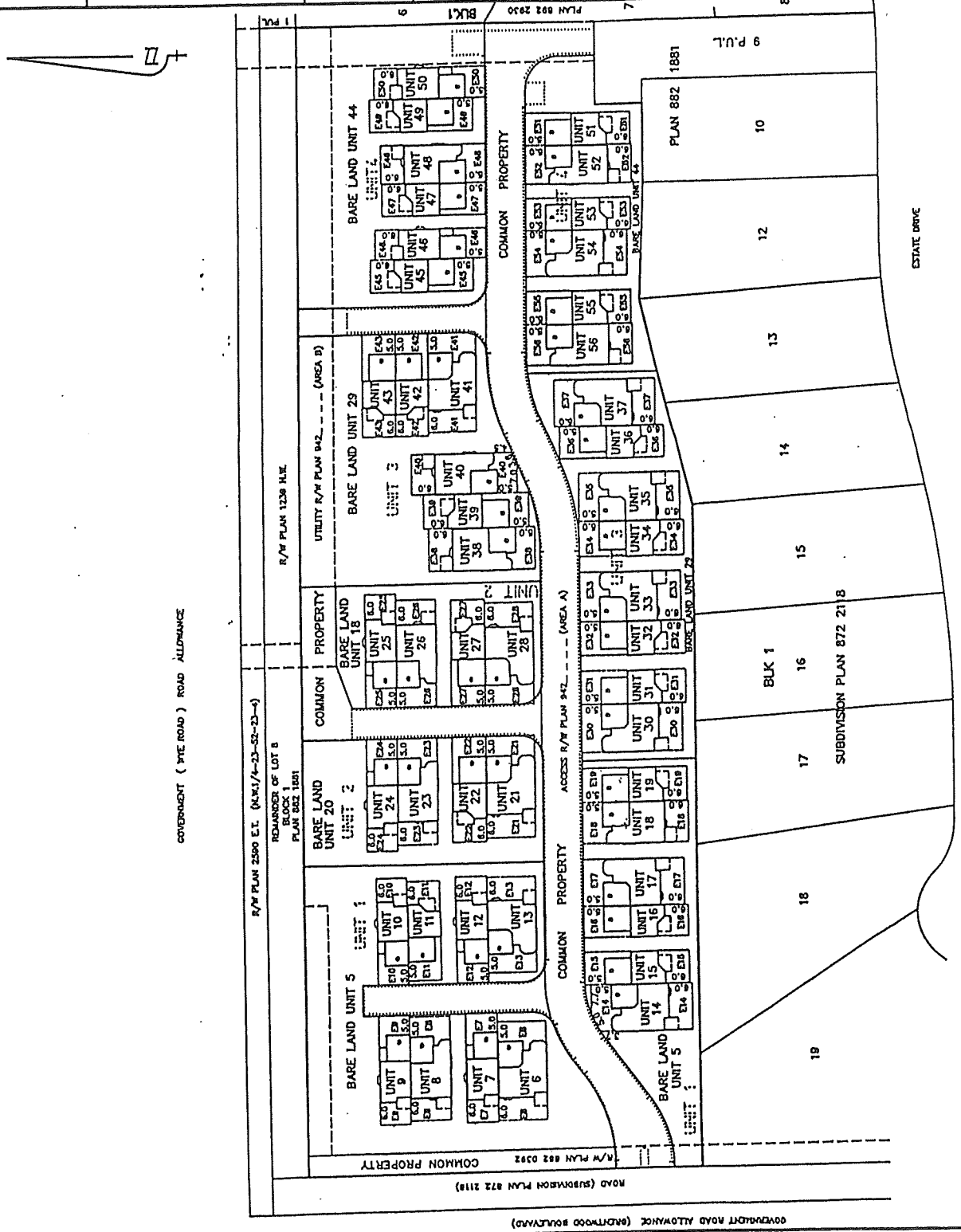
1. AREA AFFICED BY REDIVISION OF THIS PLAN IS SHOWN BOUNDED THERE

NOTES

1. ALL DISTANCES ARE SHOWN IN METERS AND DECIMALS THEREOF.
2. EXISTING USE AREAS SHOWN "E" AND THE UNITS ARE TYPICALLY 6.0 METERS FROM
GARAGE FRONTS AND 4.0 METERS FROM MOST BACK WALLS AND THE EXTREMES OF THE
FRONT TO BACK WALLS, OR AS SHOWN BY PART THEREOF.

NO.	DATE	DESCRIPTION	BY
1	04.07.1994	REVISED UNIT 1 AND 2 BOUNDARIES	L.A.
2	07.10.1994	ADDED ACCESS R/W PLAN	P.C.
3	04.04.1994	ADJUSTED UNIT MANHOLES	L.A.
4	04.04.1994	CHANGED UNIT 5 TO COMMON PROPERTY	L.A.
5	APRIL 18/94	ADDED FENCE MANHOLES AND EXCL. USE AREAS	C.A.
6	APRIL 18/94	ADDED BACKLASH BOUNDARIES	E.A.
7	APRIL 2/94	CHANGED BARE LAND ON THREE CORNERS	L.A.
8	APRIL 2/94	REMOVED EXISTING FROM L.V. PLAN 882 1881	L.A.
9	MARCH 2/94	ADDED UNITS AND ROAD, SIGNED PROPERTY LINES	L.A.
10	MARCH 17/94	ORIGINAL PLAN FRAME	L.A.
NO. OF CHG. IN	DATE	DESCRIPTION	BY

ATTACHMENT "A"
TO BY-LAWS OF
THE OWNERS
THE ESTATES VILLAGE
SHERWOOD PARK



COPY OF ...
REGISTERED NO. 942390795
LAW OFFICE
EDMONTON

1994-12-20

SCHEDULE 3
OUTLINE BUILDING
SPECIFICATIONS
AND
DRAWINGS

SCHEDULE 3
OUTLINE BUILDING SPECIFICATIONS AND DRAWINGS
THE ESTATES VILLAGE (PHASES 3 and 4), SHERWOOD PARK

SPECIFICATIONS

NOTE: These specifications are subject to change as the project progresses due to material availability, site conditions and/or construction requirements.

Building Structural Concrete & Slabs

- Concrete footings
- Concrete foundation walls: 8" thick with reinforcing
- Concrete basement floor slab (3" thick) and garage slab (4" thick) on compacted granular fill
- Continuous weeping tile along exterior of perimeter foundations with sump pump located in bungalow unit (1 per building)
- Exterior and interior asphaltic damproofing of foundation walls

Building Framing Materials

- Floor joists (2" X 10" at 16" on centre) with cross bridging
- Built-up beams with adjustable steel teleposts
- Plywood subfloor, glued and screwed
- Underlay to linoleum areas only
- Wood studs to exterior walls
- Wall and roof OSB sheathing
- Sound board with R12 fibreglass batts and air space to party walls

Windows & Doors

- Clear, double glazed PVC windows
- Embossed, metal insulated front doors
- Sliding doors with screen or french door to deck
- Insulated embossed steel garage door (with operator)

Exterior Building Finishes

- Parged foundation wall where exposed above grade
- Treated pine shakes
- Prefinished metal fascia, soffit, eavestrough and downspouts
- Coloured stucco wall finish
- Brick facing and accent trim

Exterior Work

- Underground services to County/Code requirements
- Concrete front steps
- Concrete driveways, sidewalks and curbs
- Wood decks with wood stairs
- Asphalt paved roadways
- Sound attenuation fence
- Landscaping
- Street lighting
- Visitor parking

Insulation

- R20 insulation with vapour barrier to walls
- R40 insulation with vapour barrier to attic space
- R12 insulation with vapour barrier to inside face of exterior basement frostwalls and garage exterior walls

Drywall

- Fireguard double wall cavity design – party wall insulated
- Drywall to ceilings
- Aquaboard at bathtubs where ceramic tile finish
- Drywall to other walls
- Rounded corners on vertical drywall edges
- Garage boarded and fire-taped

Kitchen Cabinets & Vanities

- Cabinets to be Eurostyle melamine, or with flat oak or maple doors
- Post-formed vanity and kitchen counter tops

Flooring

- Stain resistant carpet with underlay
- No wax vinyl linoleum in kitchen and bathrooms

Heating

- One standard thermostat
- One gas-fired forced-air energy efficient furnace c/w power humidifier
- Galvanized duct work c/w dampers
- Class B type metal chimney
- Venting for dryer
- Vented exhaust hood for range
- Direct vented gas fireplaces except only as an optional extra for Sherwood model

Electrical

- 100 amp service
- Telephone outlets (3)
- G.F.I. receptacle in bathrooms
- 220 volt receptacles for range and dryer
- Smoke detectors
- Cable TV rough-in (3 outlets)
- Polyhats included on exterior electrical outlets
- Vented bathroom fans
- Lighting fixture package cash allowance
- Garage heater (electric) in Sherwood model only
- 2 exterior weather proof receptacles with G.F.I.

Interior Doors, Trim & Hardware

- Bypass or bi-fold mirrored doors to front entry closet and master bedroom
- Interior passage and closet doors to be painted
- Door jambs, baseboards and door and window casings to be painted
- Brass finish to door hardware
- Handrails to have painted hemlock spindles and stained oak cap rail
- Front entry, garage entry and rear entry doors (where applicable) fitted with passage lever sets and single cylinder deadbolt locks; keyed alike

Painting

- Two coats paint to interior walls excluding garage
- Two coats solid colour stain to wood decks

Bathroom Accessories

- Mirrored recessed medicine cabinets
- Toilet paper holders
- Chrome towel bars
- Polished plate glass mirrors over vanities

Plumbing

- "Water economy" toilets
- Double compartment stainless steel kitchen sink with vegetable spray
- One 40 U.S. gallon hot water tank
- One set of hot and cold taps and washing machine drain in laundry area
- Two exterior hose bibbs (1 in garage)
- 3 piece bathroom plumbing roughed-in at basement level
- Chrome finish washerless taps

Appliances & Miscellaneous

- Built-in dishwasher
- Electrical rough-in for garburator in kitchen
- Rough-in for built-in central vacuum system

Options Which Can Be Considered for Inclusion at Extra Cost

- Ceramic tile backsplash in kitchen
- Gas fireplace (Sherwood model)
- Whirlpool tub
- Basement development
- Security alarm system
- Built-in vacuum system
- Oak trim package
- Hardwood or ceramic tile flooring
- Glazed entry door
- Finishes to garage
- Garburator

DRAWINGS

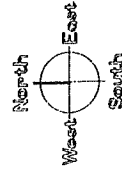
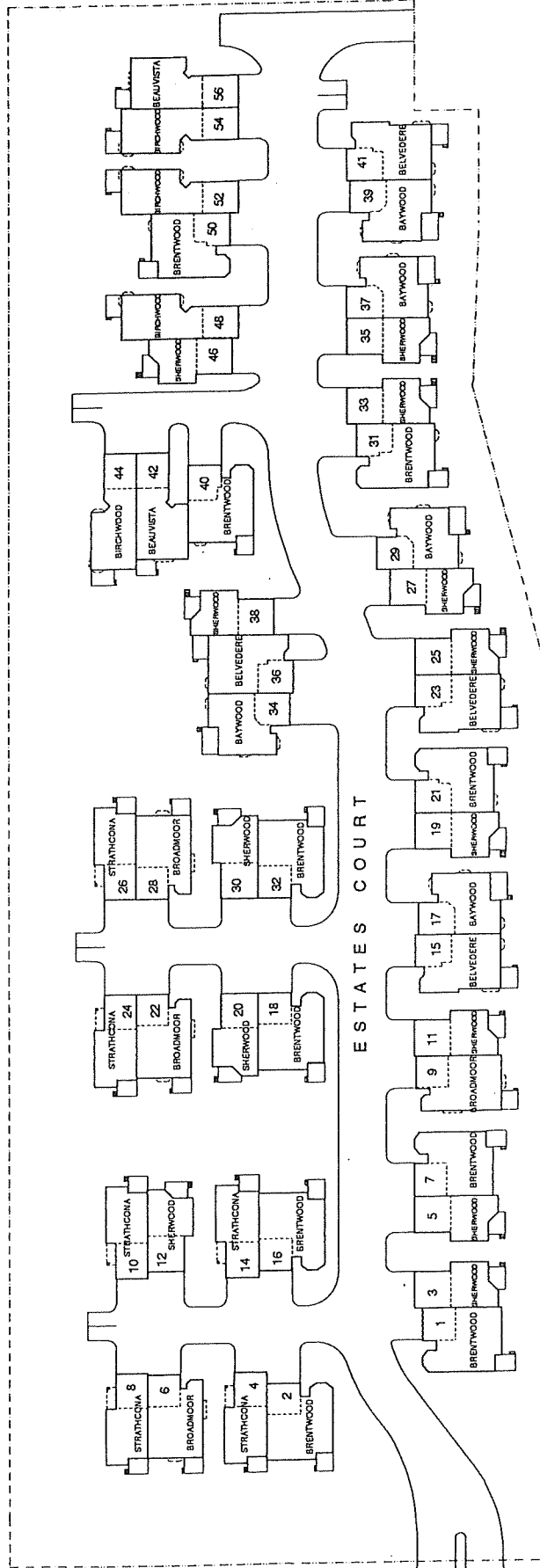
The following drawings depict the intended design for the development of the residential units in Phase III and IV. The Estates Village in Sherwood Park:

- Site plan
- Conceptual floor plans for each model type
- Typical roof plan and elevation to indicate exterior finishes
- Landscape plan

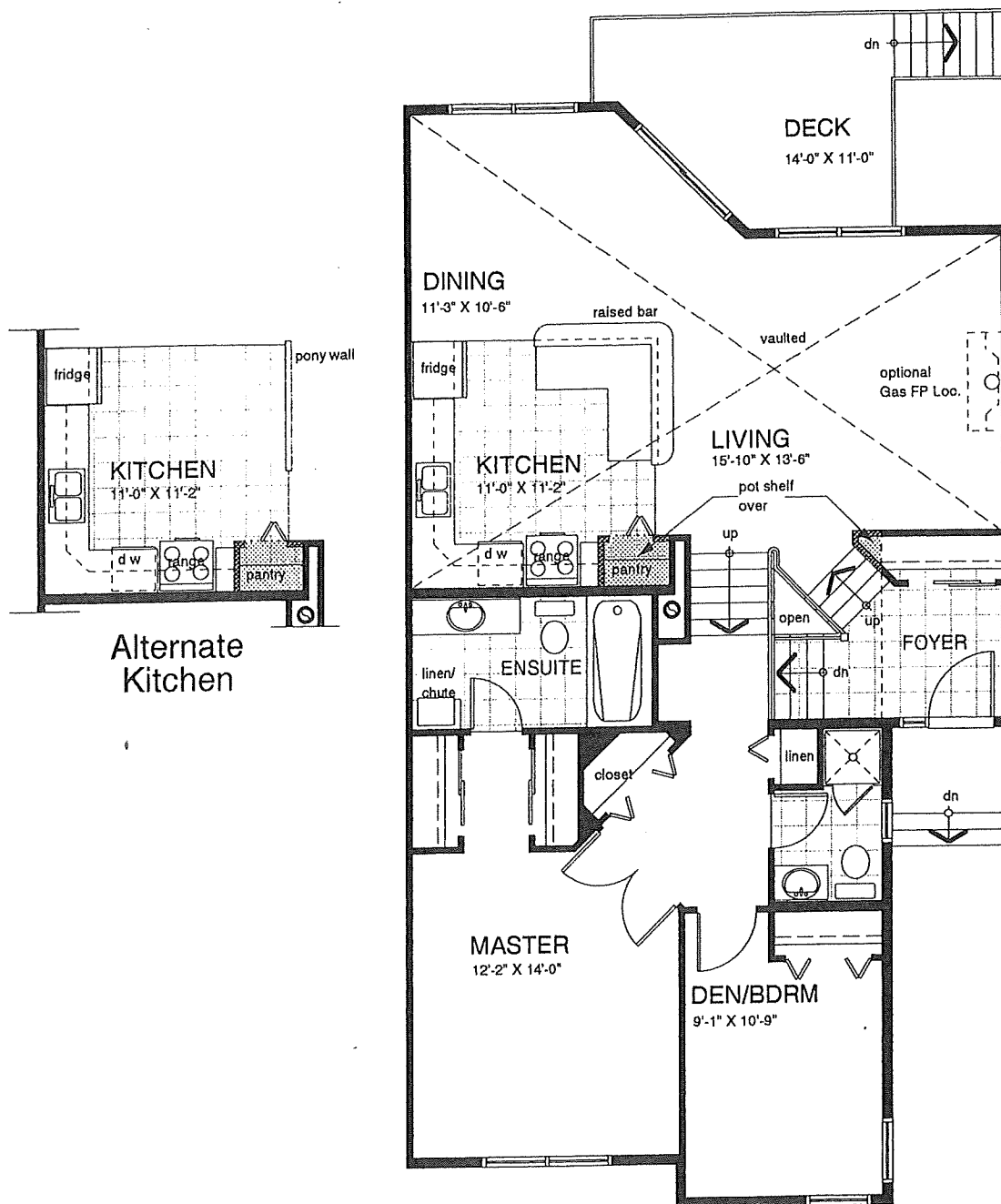
NOTES:

1. The above plans are subject to change to suit site conditions, material availability and construction requirements.
2. Complete detailed working drawings and specifications used for construction are available for review by contacting Chandos Construction Ltd., phone no. 436-8617 (extension 231).

WYE ROAD



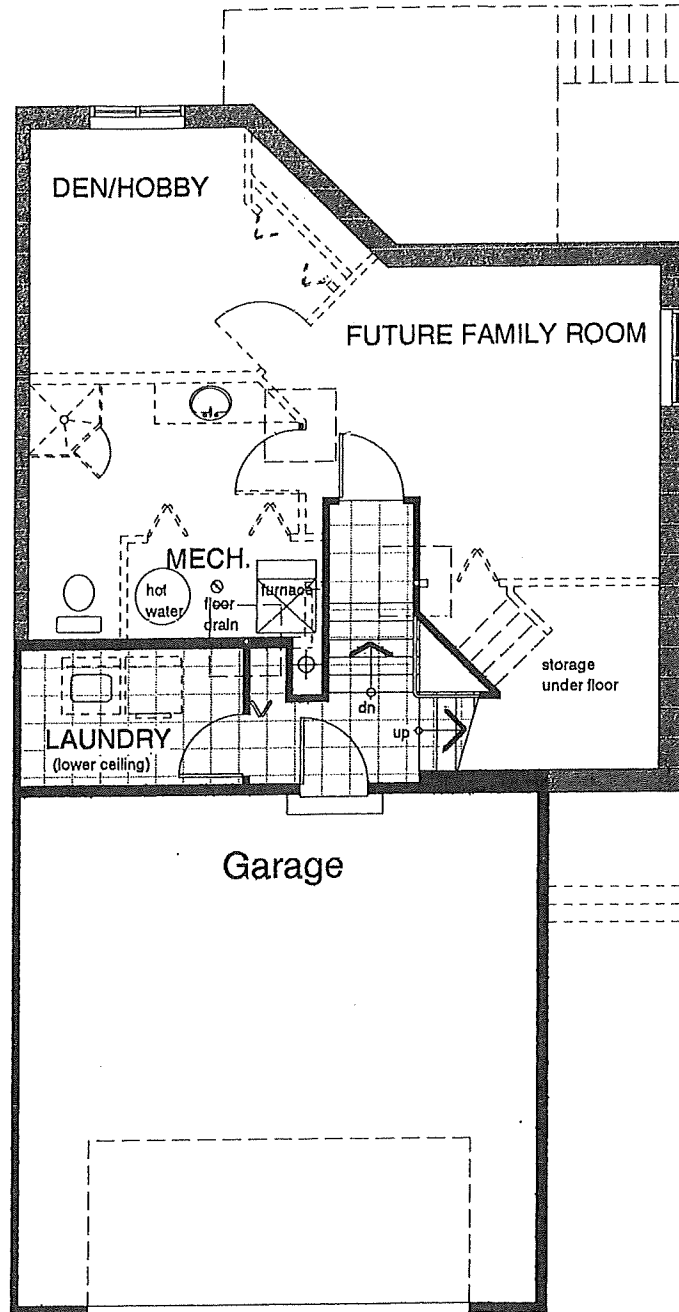
THE ESTATES VILLAGE, SHERWOOD PARK



Sherwood
 SPLIT LEVEL UNIT
 Main Floor
 1 195 Square Feet
THE ESTATES VILLAGE
 Sherwood Park, Alberta.

July 18, 1997

*Dimensions Are Approximate.
 Plan Subject To Some Change to Accommodate
 Material Supply, Tender and Construction Requirements.*



Sherwood

SPLIT LEVEL UNIT

Lower Floor

Developed (140 Sq. Ft.)

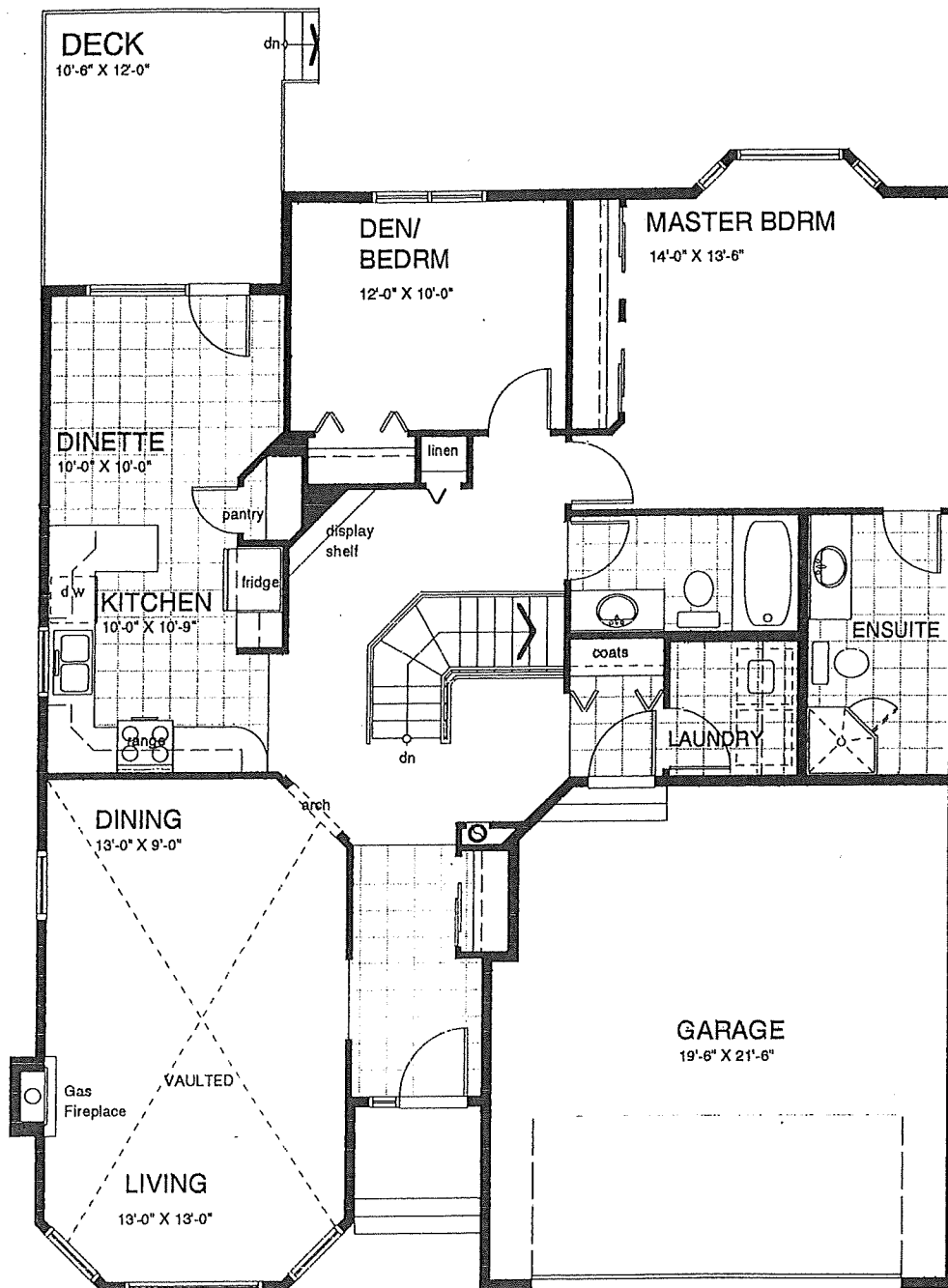
THE ESTATES VILLAGE

Sherwood Park, Alberta.

July 18, 1997

Dimensions Are Approximate .

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



Brentwood

BUNGALOW UNIT

Main Floor

1 400 Square Feet

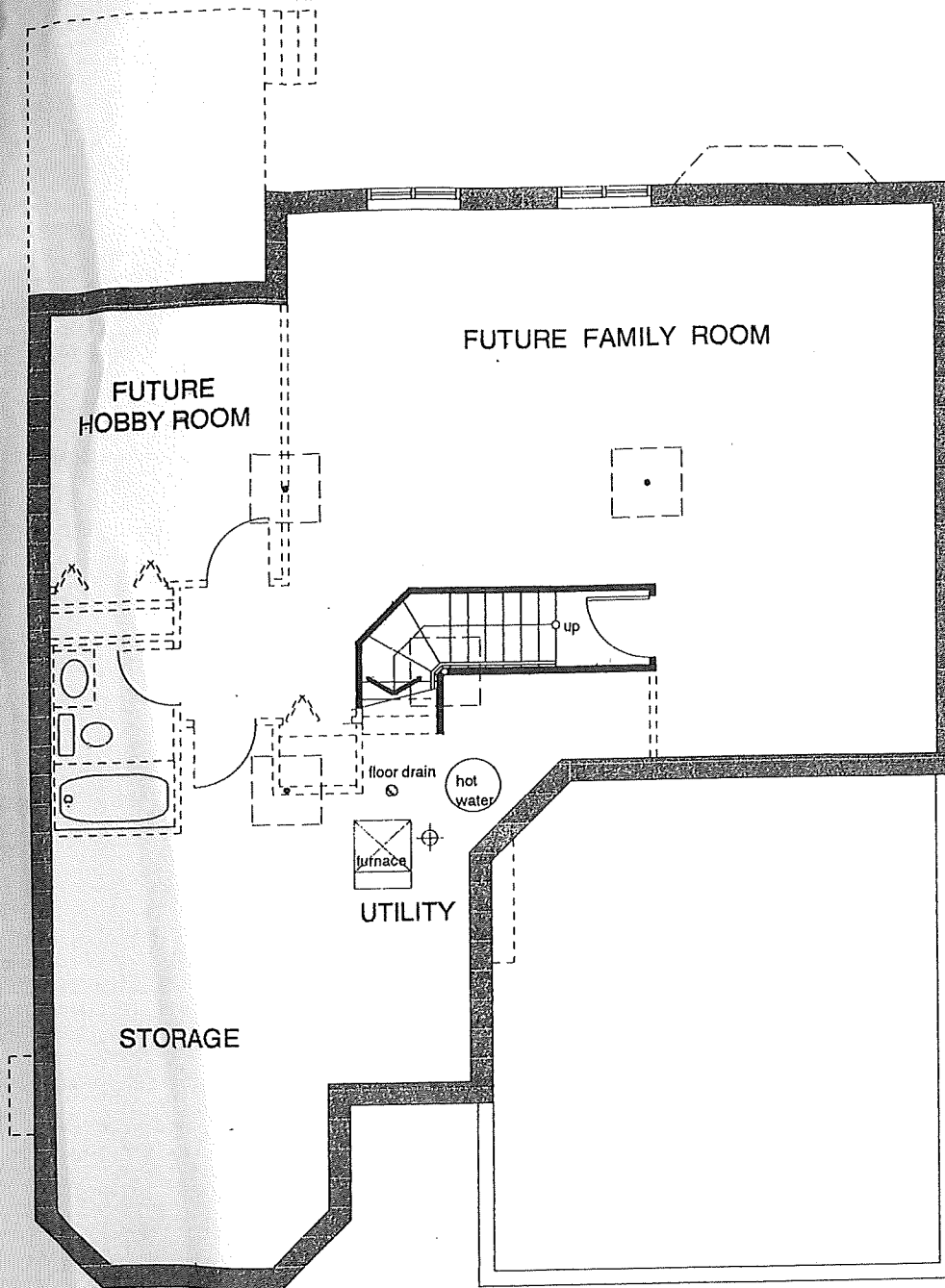
THE ESTATES VILLAGE

Sherwood Park, Alberta.

July 18, 1997

Dimensions Are Approximate.

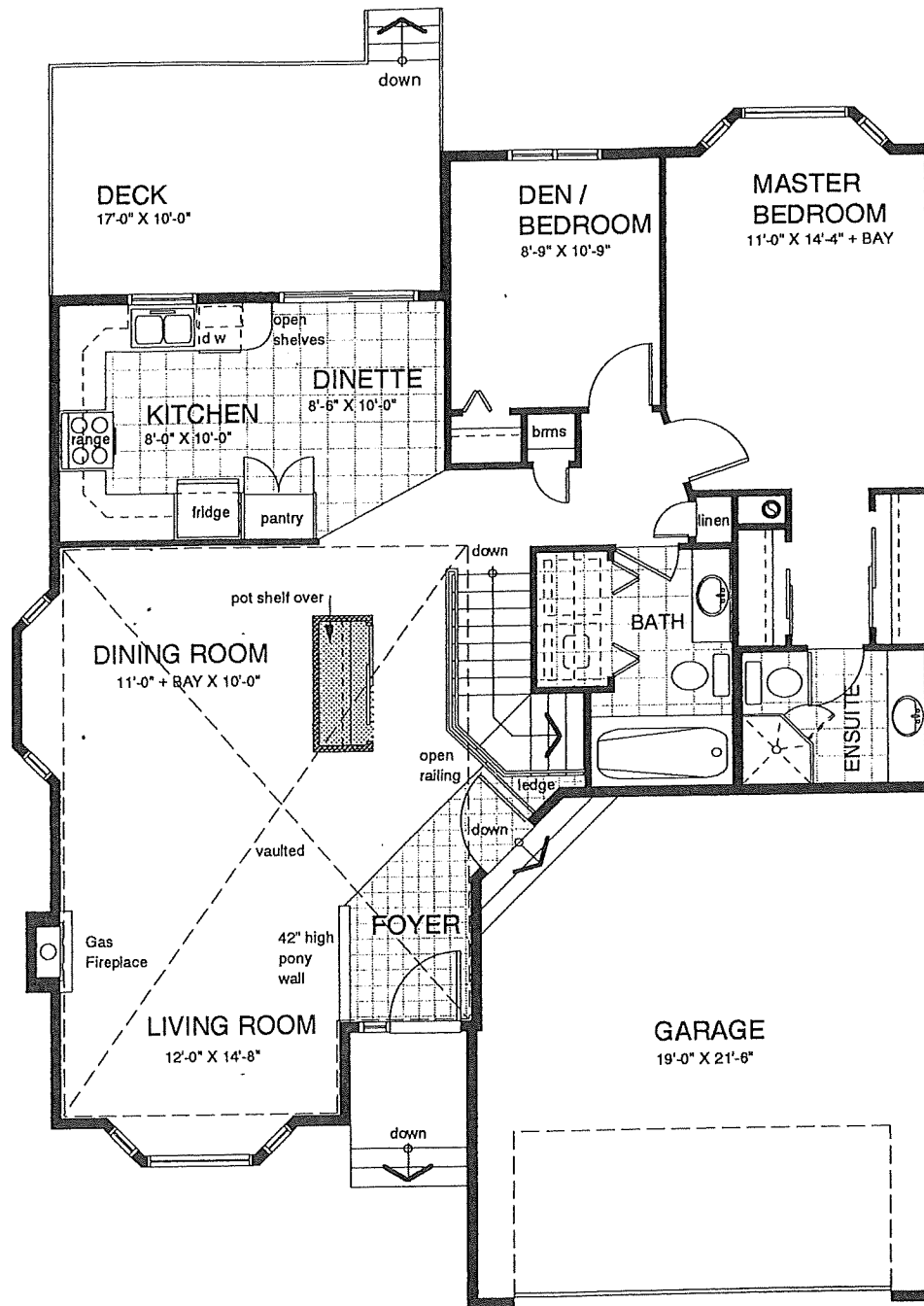
*Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.*



Brentwood
 BUNGALOW UNIT
 Lower Floor

THE ESTATES VILLAGE
 Sherwood Park, Alberta.
 July 18, 1997

*Dimensions Are Approximate .
 Plan Subject To Some Change to Accommodate
 Material Supply, Tender and Construction Requirements.*

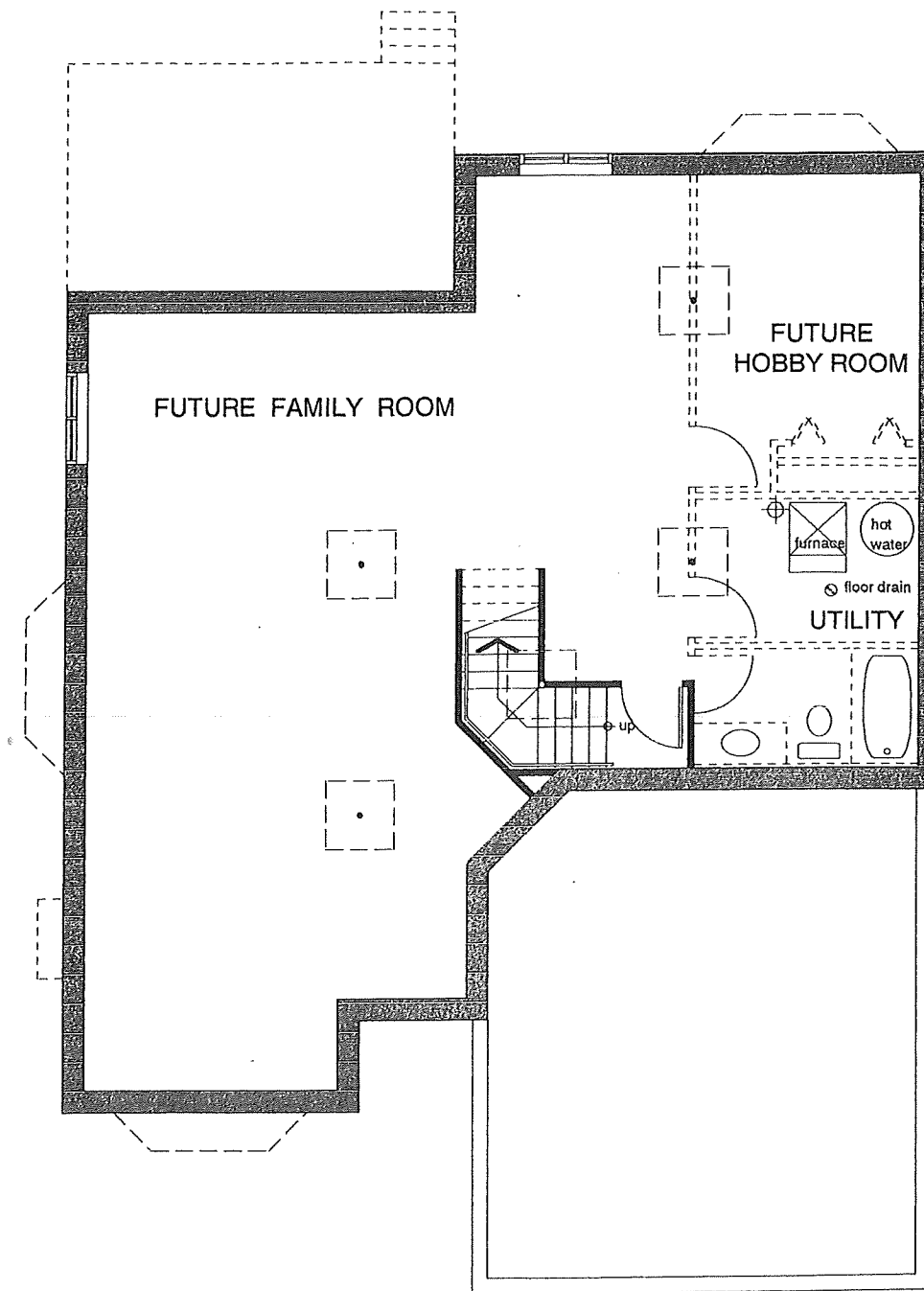


Baywood
BUNGALOW UNIT
 Main Floor
 1 242 Square Feet
THE ESTATES VILLAGE
 Sherwood Park, Alberta.

Revised February 6, 1998

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
 Material Supply, Tender and Construction Requirements.



Baywood BUNGALOW UNIT Lower Floor

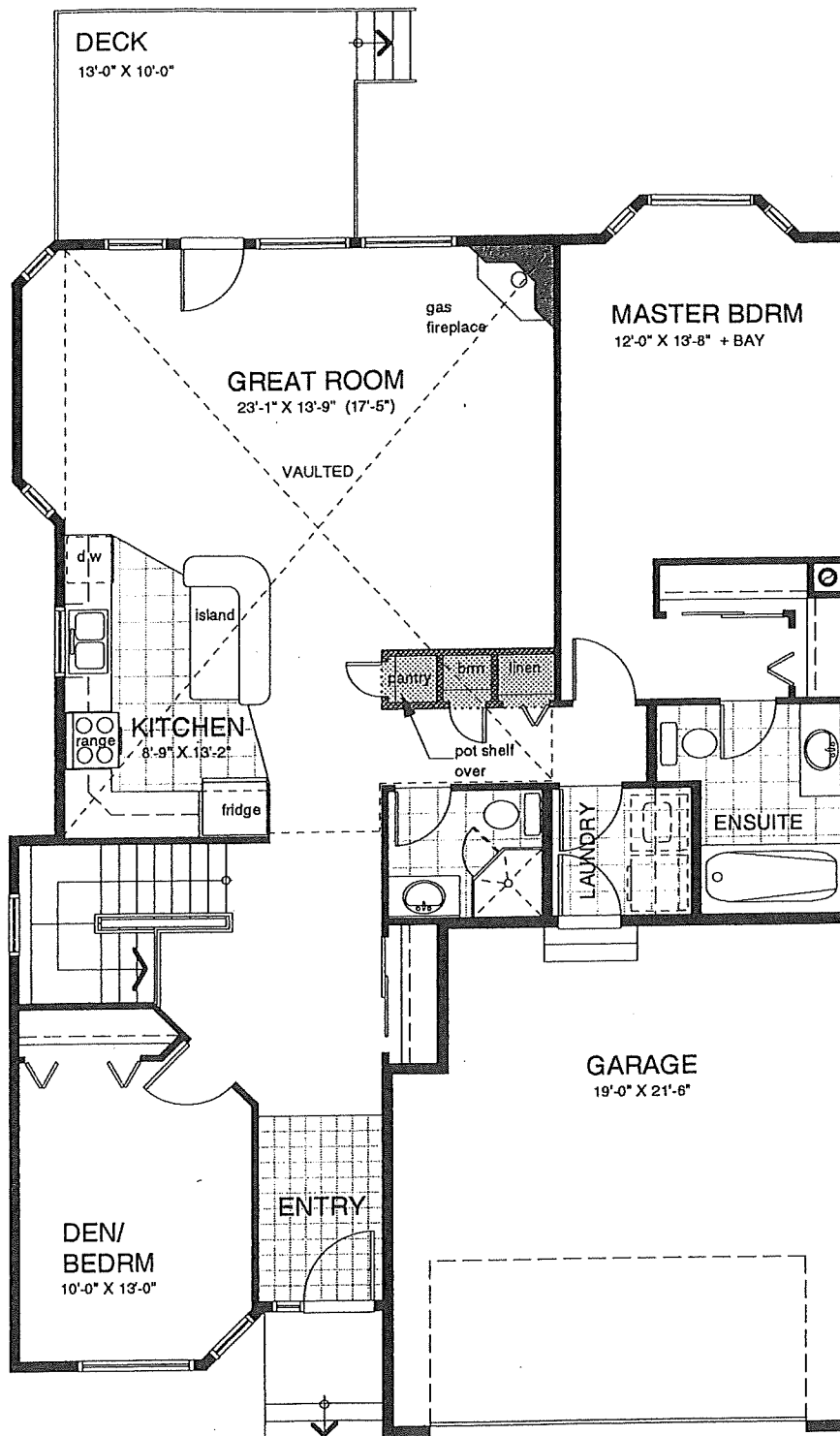
THE ESTATES VILLAGE

Sherwood Park, Alberta.

July 18, 1997

Dimensions Are Approximate .

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



Belvedere

BUNGALOW UNIT

Main Floor

1 370 Square Feet

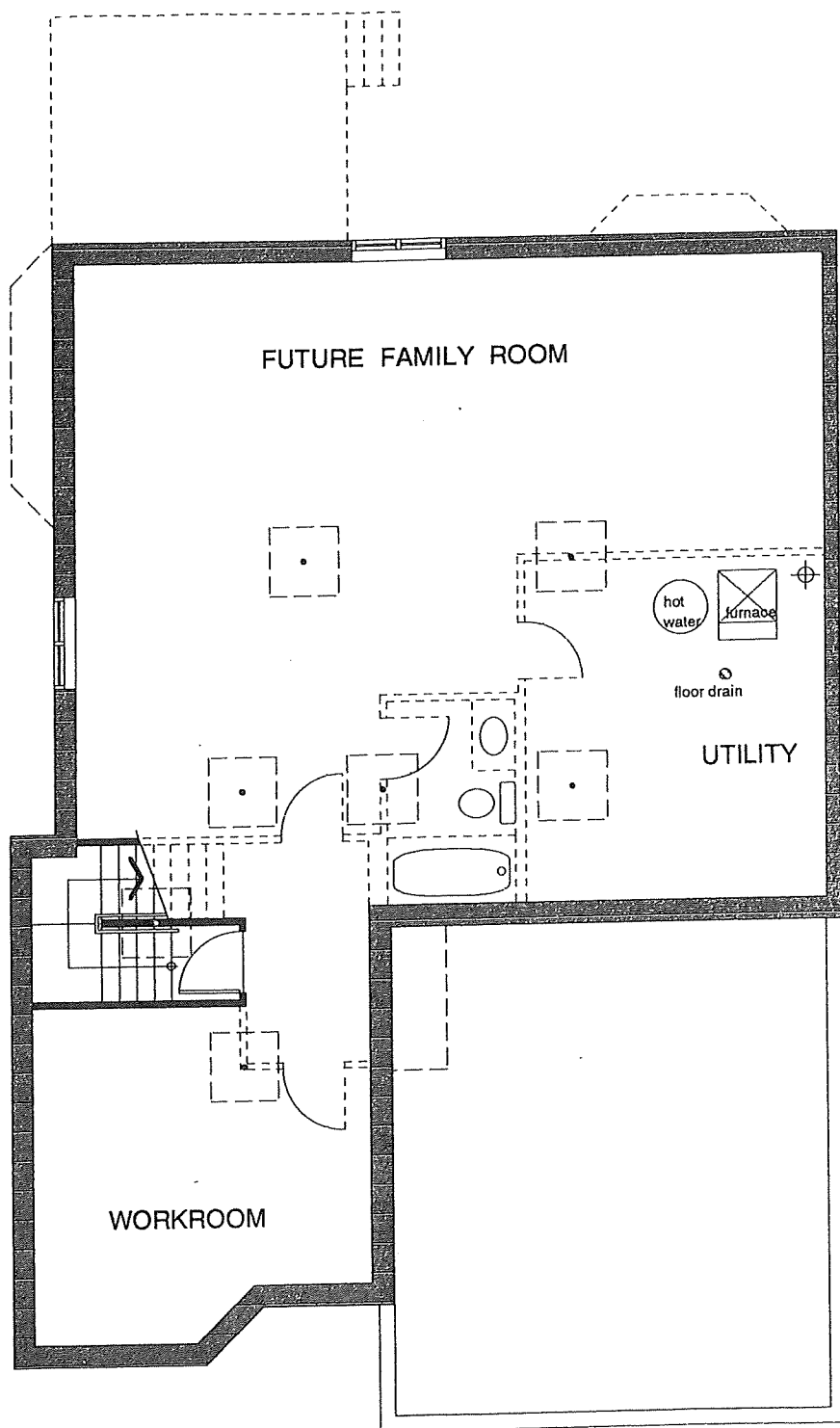
THE ESTATES VILLAGE

Sherwood Park, Alberta.

July 18, 1997

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



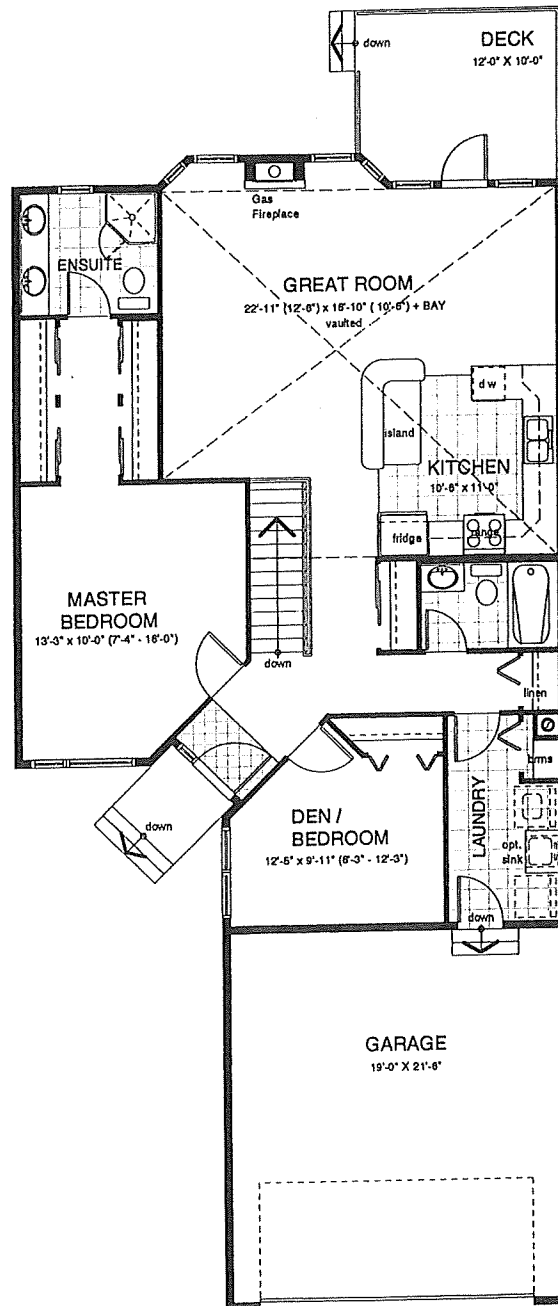
Belvedere **BUNGALOW UNIT** Lower Floor

THE ESTATES VILLAGE
 Sherwood Park, Alberta.

July 18, 1997

Dimensions Are Approximate .

*Plan Subject To Some Change to Accommodate
 Material Supply, Tender and Construction Requirements.*



Beauvista

BUNGALOW UNIT

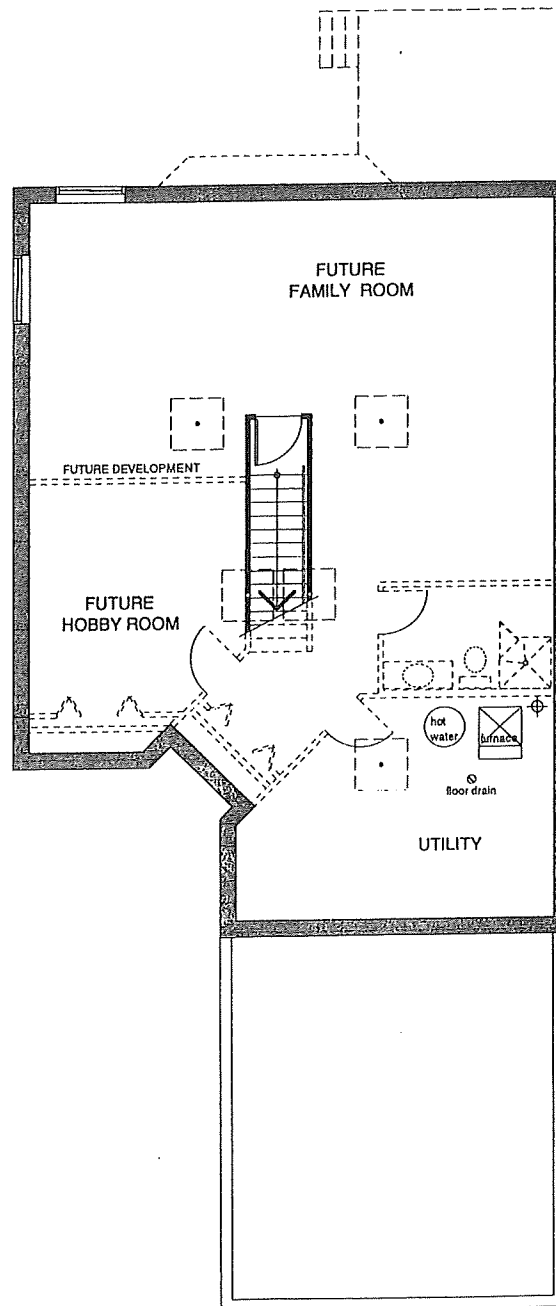
Main Floor

1 308 Square Feet

THE ESTATES VILLAGE
Sherwood Park, Alberta.

Revised January 14, 1998
Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



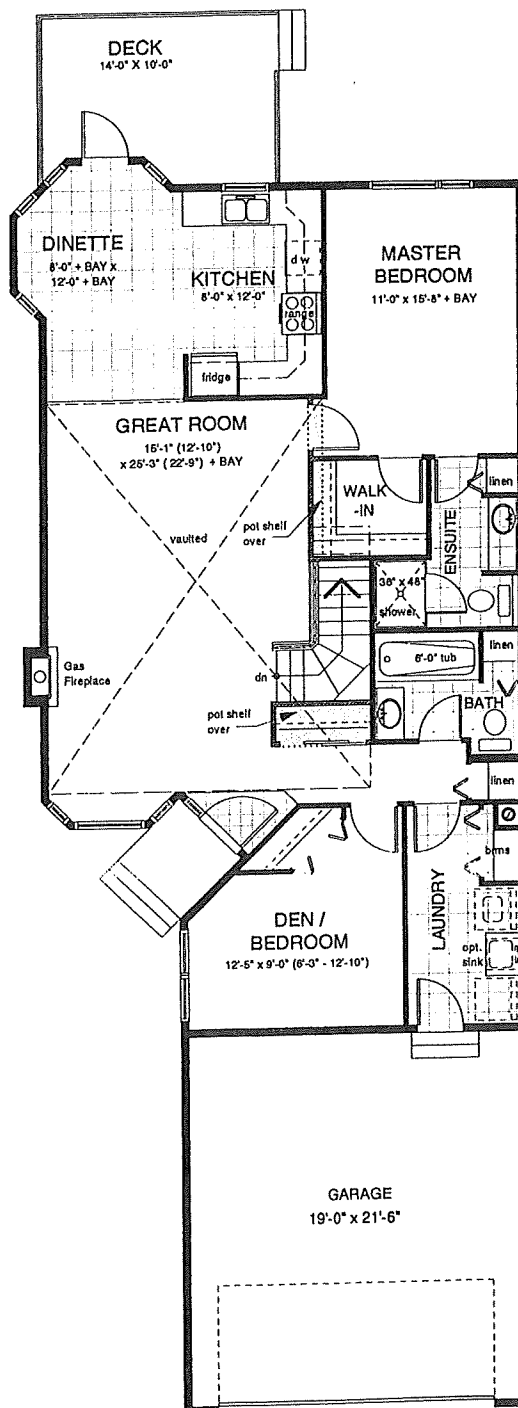
Beauvista
BUNGALOW UNIT
Lower Floor

THE ESTATES VILLAGE
Sherwood Park, Alberta.

January 14, 1998

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



Birchwood

BUNGALOW UNIT

Main Floor

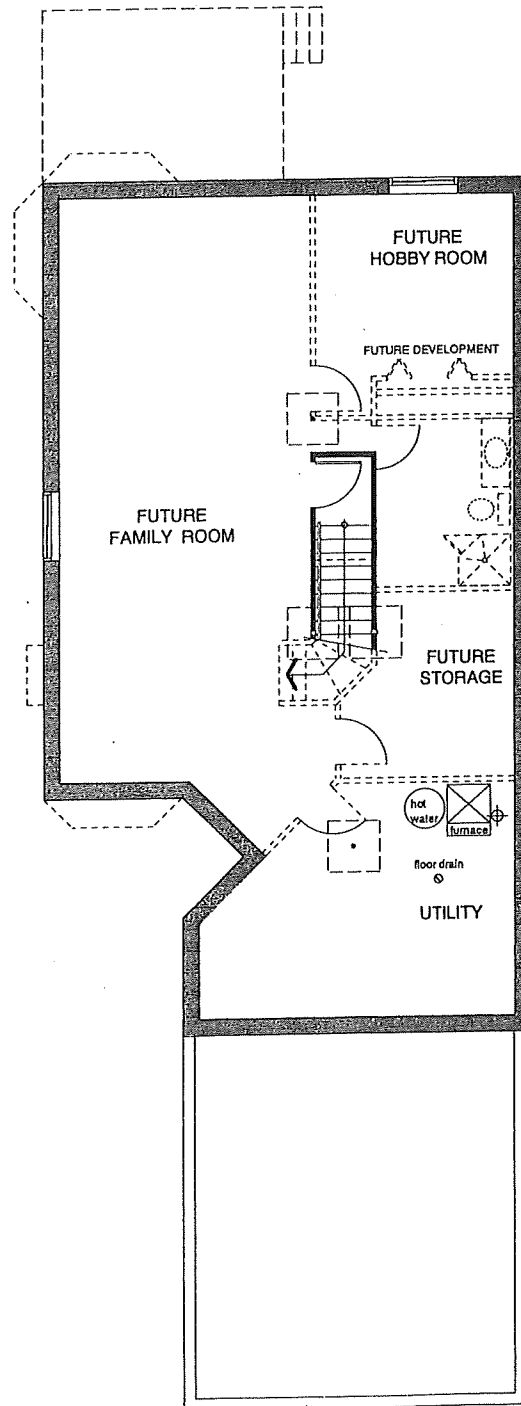
1 307 Square Feet

THE ESTATES VILLAGE
Sherwood Park, Alberta.

Revised: January 14, 1998

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
Material Supply, Tender and Construction Requirements.



Birchwood
 BUNGALOW UNIT
 Lower Floor

THE ESTATES VILLAGE
 Sherwood Park, Alberta.

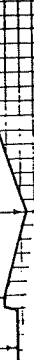
January 14, 1998

Dimensions Are Approximate.

Plan Subject To Some Change to Accommodate
 Material Supply, Tender and Construction Requirements.

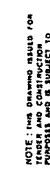


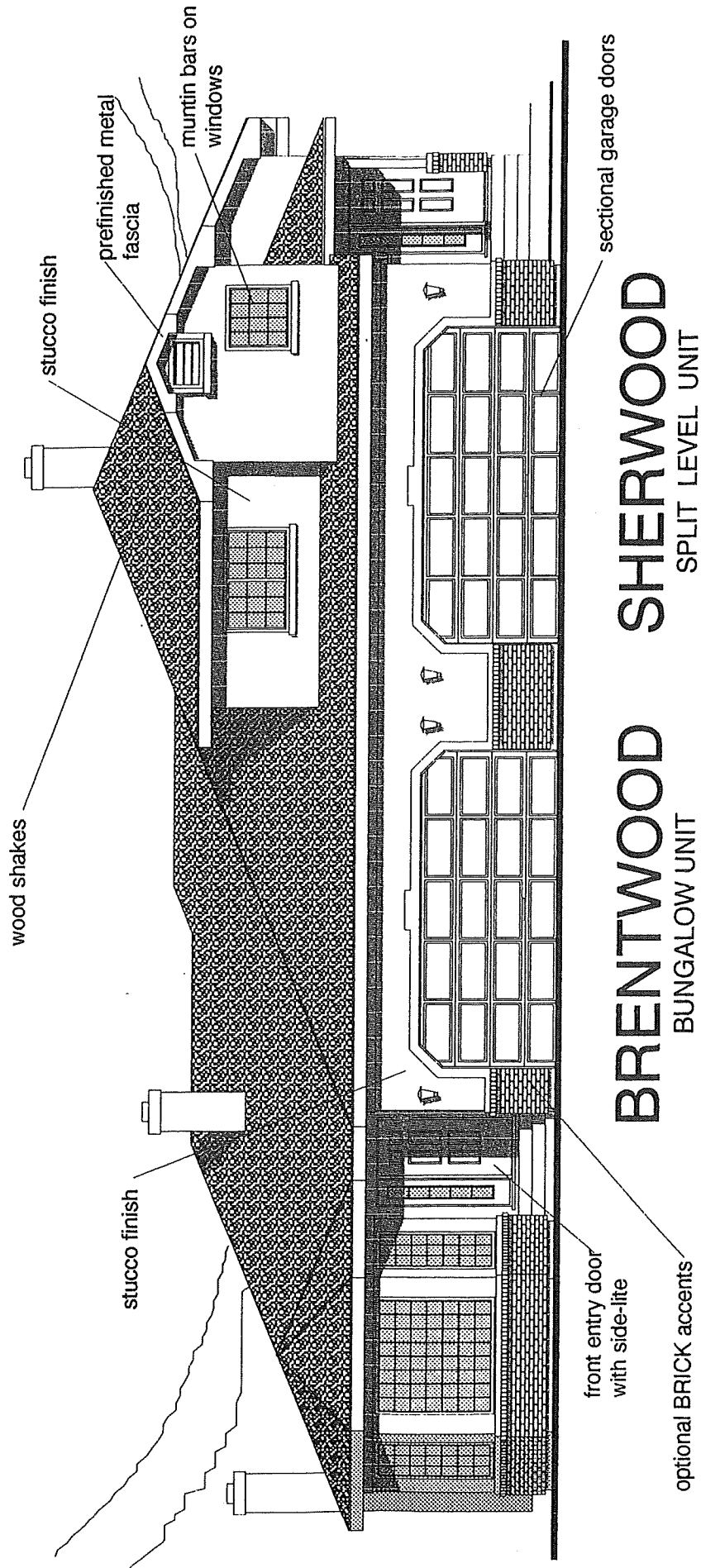
1



Sheet No.:

DATE: 2. 1976





THE ESTATES VILLAGE

Sherwood Park, Alberta.

JUNE 9, 1997

SCALE: 1/8" = 1'-0"

Front Elevation

SCHEDULE 4

MANAGEMENT AGREEMENT



MANAGEMENT AGREEMENT

PARTIES TO THE AGREEMENT:

The Corporation: OWNERS CONDOMINIUM PLAN NO. 942 3847
The Estates Village
c/o 571462 Alberta Ltd.
6720 - 104 Street
Sherwood Park, Alberta
T6H 2L4

The Managers: Argon Group Ltd.
126, 17415 - 102 Avenue
Edmonton, Alberta
T5S 1J8

1. The consideration for this Agreement is given by the mutual covenants made between the Corporation and the Managers.
2. The Managers shall manage certain affairs of the Corporation and the Corporation now appoints the Managers as its agent for the management of those affairs.
3. The Corporation's Board of Managers shall instruct the Managers with such particularity as it sees fit and the Managers shall carry out with dispatch the instructions of the Board of Managers. The Board of Managers is now called "the Board".
4. (a) "Owner" means a person who has an interest in a unit, together with its share of the common property, as shown on Condominium Plan No. 942 3847
(b) "Common Property" shall include all common property as defined by the Condominium Property Act together with all real, personal and corporation property owned by the Corporation.
(c) "Act" means the Condominium Property Act of the Province of Alberta.
5. The duties of the Managers are:
 - (a) to deal with all complaints of the unit owners or the unit occupants and the Managers are given a discretion to act upon any complaint with such reasonable dispatch as is required;
 - (b) to ensure that the Corporation's common property is properly maintained or repaired;
 - (c) to attend the regular meetings of the Board and the general meetings of the owners, and to participate to the extent required by the meeting's chairman.
 - (d) The Manager shall at all times keep the Board and all Owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours with respect to any infraction of the Bylaws, rules and regulations, or at any time during the day or night with respect to any emergency and the Manager shall make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Condominium. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violations of the Bylaws or rules and regulations. It is understood and agreed by the parties hereto that the Manager shall in its discretion, acting reasonably, determine whether or not an emergency is of a minor or major nature.



- (e) to deliver any notice required to be delivered by the Corporation to an owner or occupant of any unit;
- (f) to collect and deposit monies payable to the Corporation pursuant to the Corporation's By-laws in a separate account, in trust, for the Corporation.
- (g) to pay from the monies held in trust:
 - (i) trade accounts properly incurred;
 - (ii) insurance premiums payable for coverage required by the Corporation's By-laws;
 - (iii) utility and service accounts properly incurred; and,
 - (iv) any other sum as directed by the Board;
- (h) to keep in a state of good and serviceable repair and properly maintain the real and personal property of the Corporation and the common property;
- (i) to comply with notices or orders by local authority or public authority requiring repairs or work to be done in respect of the parcel;
- (j) to administer a fund for administrative expenses designated for control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any other obligation of the Corporation;
- (k) to determine from time to time the amounts to be raised for the purposes mentioned in clause (j);
- (l) to administer at the direction of the Board, including advising the Board of its projections, all particulars of the Capital Replacement Reserve Fund, said fund to be deposited in a separate Trust Account.
- (m) to keep accurate and proper accounting records of all financial transactions of the Corporation's money and to open those books only to any officer of the Board or any person authorized by the Board;
- (n) to provide the Board with statements showing the financial transactions made on behalf of the Corporation;
- (o) to provide the Board with an estimated budget of income and expenses, for each fiscal year of the Corporation, at least sixty (60) days before the fiscal year commences. The budget shall apportion the levies required to be made upon each unit. The Managers shall assist the Board in estimating the future fiscal needs of the Corporation;
- (p) to keep an accurate and current log showing the names of the owners of each unit or the occupants of each unit, together with their addresses and telephone numbers;
- (q) to keep a log, to the best of its ability, of the encumbrances and charges against each unit's title, together with the amount of any indebtedness, and together with the name and address of the encumbrancer;
- (r) to provide services as outlined in attached Schedules A & B and to provide such services as would be expected from a Property Manager during the normal course of his/her duties.



- (s) to carry out instructions from the Board with respect to the enforcement of the terms of the Bylaws, rules and regulations and any amendments thereto existing from time to time;
 - (t) to advise and consult with the Board with respect to any alterations or additions in the Bylaws, rules and regulations which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the property for the common benefit of the owners;
 - (u) to co-operate with the Corporation in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the property, including any damage or destruction thereto.
6. The Corporation shall pay a fee to the Managers at the rate of \$14.00 (plus GST) per occupied unit until all 48 units are occupied when the fee will be \$600.00 per month plus GST, payable on the first day of each month, in advance, for a two year term commencing on December 1st, 1997. The Corporation further agrees to reimburse the Manager at a rate of \$35.00 per hour for Board Meetings in excess of two hours.
7. The Corporation shall reimburse the Managers for its out-of-pocket expenses, made directly for the benefit of the Corporation but not as a part of the Managers' usual overhead expenses. Disbursements other than noted above would be charged to the Corporation at cost...AGM packages and newsletters. See Schedule "C" for other charges.
8. The Corporation shall name the Managers as co-insured in respect to public liability in the Corporation's master insurance policy.
9. Either party may terminate this agreement without cause upon thirty (30) days notice in writing to the other party by registered mail. The Corporation may terminate this Agreement with cause forthwith upon notice in writing to the Managers. Cause for immediate termination shall be the bankruptcy or insolvency of the Managers, whether by way of assignment or petition, or a breach of trust in the Managers' handling of the Corporation's money, or a wilful refusal or neglect to perform the instructions properly given the Managers by the Corporation.
10. The Managers shall spend no more than \$600.00 per item without the authorization of the Board. Exception to this guideline will be made for emergencies, as in the case of a breakdown requiring immediate attention.
11. Notices to the Corporation may be delivered by personal delivery to any Manager of the Corporation and notices to the Managers may be delivered during business hours to the Managers' place of business.
12. This Agreement binds the successors or assignees of the Corporation and the Managers.
13. The Managers are at liberty to make agreements with any unit owner or occupant, without the liability of the Corporation, to perform repairs or maintenance and to provide services for a unit owner.
14. The Corporation now indemnifies the Managers and all their servants or agents against any claims of liability arising from damage to property or injury to persons connected with the common property of the Corporation.



15. The Manager hereby indemnifies and saves harmless the Corporation from any and all demands arising out of damage or injuries to persons or property in or about in any way connected with the Condominium and caused by the negligence or wilful or wanton misconduct of the Manager, its employees, agent or contractors.
16. The Manager shall not engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform any work or services for the Corporation, without first disclosing such association to the Board and obtaining the prior written approval of the Board.
17. The Manager agrees that all its employees who handle or are responsible for the safekeeping of any monies of the Corporation shall be covered by a fidelity bond. Evidence of such bonding shall be delivered from time to time by the Manager to, and at the request of, the Corporation.
18. In the absence of other designation by resolution of the Corporation, Directors comprising a quorum of the Board may represent the Board with respect to and advise the Manager of the decisions of the Board on any matters relating to the management of the Condominium. The Manager is directed not to accept directions or instructions from anyone else except the Board or such party as designated by resolution as aforesaid.
19. The Manager shall have no authority without express instruction to the contrary, to make any physical or structural changes in the condominium or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs in the opinion of the Manager, as may be immediately necessary for the preservation and safety of the Condominium or the safety of the Owners and occupants or are required to avoid the suspension of any necessary service to the Condominium.
20. The Manager and the Corporation hereby covenant and agree to abide by the Act or any legislation passed in substitution therefor or replacement thereof and the Bylaws, as amended from time to time, and the Manager agrees that it will perform its duties hereunder in a manner consistent with the Bylaws.
21. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Province of Alberta.
22. This Agreement shall not be assigned by either party without the express written consent of either party.

This Agreement is made in Alberta on this 15th day of December, 19 97 A.D.

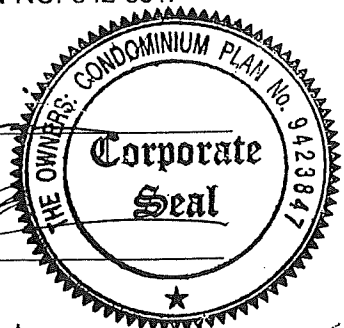
ARGON GROUP LTD.

THE OWNERS: CONDOMINIUM PLAN NO. 942 3847

Per: 

Per: 

Per: 





SCHEDULE "A"

1. Fiscal Management Account Services

- Prepare and mail assessment notices
- Prepare and mail delinquency notices
- Arrears - recommend/pursue appropriate course of action
- Prepare cheques to pay all obligations
- Maintain accounting records
- Furnish monthly statements for the Board of Managers of the Corporation
- Assist auditors in preparation of audited financial statement and tax returns
- Furnish yearly statements for members
- Prepare annual budget for the Board of Managers review
- Prepare Capital Reserve account recommendations for Board of Managers
- Prepare statements setting forth the amount of any contribution due and payable in respect of a unit (i.e. Estoppel Certificate)

2. Physical Maintenance Provided or Contracted for and Supervised

- Common area maintenance
- Grounds maintenance - including snow removal
- Trash removal
- Fire equipment inspection
- Handle complaints and endeavour to secure compliance with rules and regulations
- Lighting maintenance

3. Physical Maintenance Provided

- Regular inspection of buildings and grounds
- Submit long range plans for repairs and replacements

4. Meetings

- Attend regular monthly meetings of Board of Directors
- Prepare notices, proxies, ballots, agendas, accounting statements and special reports for annual meetings
- Attend annual meetings; write, duplicate and mail minutes

5. Records and Correspondence

- Maintain all accounting records for the Corporation
- Duplicate and mail any newsletters submitted by Corporation officers

6. Insurance

- Recommend coverage and obtain proposals on insurance required by the Corporation

7. Bylaws

- Review and recommend changes as required



SCHEDULE "B"

The Corporation shall be responsible for the costs incurred by the Manager in performing its duties to the terms of this Agreement and not limiting the generality of the foregoing, these shall include:

- **Printed forms and supplies** required for the specific use of the project
- **Printed cheques** specific to the separate trust bank account maintained for the project
- **Photocopies** at .15¢ per copy
- **Long distance telephone** charges, **bank service** charges, **long-distance** facsimile charges, **courier** charges, **mail** charges, and other similar charges or expenses
- All costs of gross **salary and wages**, payroll taxes, employer contributions and other benefits for Corporation on-site personnel, with prior approval of the Board
- **Legal fees** necessary for enforcing compliance to the Act, Declaration and Rules for enforcing payment of common element fees
- **Insurance premiums** and associate appraisals required by the Declaration
- **Supervision** of construction
- **Repairs and maintenance**
- **Removal of garbage** from the site of the Property
- **Staff** employed by the Corporation
- **Contracts** for utilities, security agency, and any other contracts for consultants, construction or maintenance beyond the capability of the Manager
- **Tools and Equipment**
- The **preparation and distribution of correspondence, newsletters, remittances and like matter**
- **Sums expended by the Manager** in an emergency

****NOTE:** All above payable charges will be accompanied by detailed documentation



- 7 -

SCHEDULE "C"

PACKAGE OF CHARGES

Caveat (charge & discharge)	\$ 150.00
Estoppel Certificate	\$ 50.00
Bylaws	\$ 35.00
Insurance Certificate	\$ 15.00
Management Agreement	\$ 15.00
Budget	\$ 15.00
Minutes	\$ 5.00
Financial Statements	\$ 15.00

Plus applicable G.S.T.

NOTE: The above charges are payable to The Manager upon request by individual Owners or their representatives.

SCHEDULE 5
BUDGET OF COMMON EXPENSES,
UNIT FACTORS AND
ESTIMATED MONTHLY UNIT ASSESSMENTS

SCHEDULE 5

CONDOMINIUM PLAN NO. 942 3847

THE ESTATES VILLAGE

A. APPROVED AMENDED (Note 1) BUDGET FOR YEAR ENDING MAY 31, 1998

REVENUE

Condominium Fees	28,200.	
Property Taxes	-	Note 2
Interest	-	
Total Revenue	28,200.	

EXPENSES

Management Fee	4,285.	
Property Taxes	-	Note 2
Insurance - Current	1,656.	
Insurance - Prepaid	3,357.	
Bank and Miscellaneous	456.	
Street Lighting	1,272.	
Water	928.	
Landscape Maintenance	6,007.	
Snow Removal	4,000.	
General Maintenance	1,187.	
Waste Removal	2,002.	
Capital Replacement Reserve Fund	1,850.	Note 3
Capital Improvement Reserve Fund	1,200.	Note 4
Total Expenses	28,200.	

NOTES:

1. Budget for year ending May 31, 1998 was amended in December 1997 to include adjustments for the initiation of a Capital Replacement Reserved Fund.
2. Property tax assessments on Common Areas (i.e. Corporate Property) to be assessed on basis of unit factors when received from tax authority.
3. Capital Replacement Reserve Fund commenced January 1, 1998.
4. Capital Improvement Reserve Fund is comprised of a contingency allowance and any surplus/deficit which may develop each year.

B. UNIT FACTORS

1. PRIOR TO REDIVISION

<u>Unit No. (Civic)</u>	<u>Bare Land Unit No. (Legal)</u>	<u>Unit Factors</u>
N/A	1	2,947
N/A	2	1,673
N/A	3	2,276
N/A	4	<u>3,104</u>
TOTAL		10,000

2. AFTER REDIVISION

PHASE I

<u>Unit No. (Civic)</u>	<u>Bare Land Unit No. (Legal)</u>	<u>Unit Factors</u>
N/A	5	1
2	6	214
4	7	217
6	8	201
8	9	217
10	10	217
12	11	204
14	12	217
16	13	214
1	14	214
3	15	204
5	16	205
7	17	215
9	18	202
11	19	<u>205</u>
TOTAL		2,947

PHASE II

<u>Unit No. (Civic)</u>	<u>Bare Land Unit No. (Legal)</u>	<u>Unit Factors</u>
N/A	20	1
18	21	214
20	22	204
22	23	201
24	24	217
26	25	217
28	26	201
30	27	204
32	28	214
TOTAL		1,673

PHASE III

<u>Unit No. (Civic)</u>	<u>Bare Land Unit No. (Legal)</u>	<u>Unit Factors</u>
15	31	211
17	32	198
19	33	208
21	34	216
23	35	211
25	36	208
27	37	208
29	38	198
34	39	198
36	40	211
38	41	208
N/A	42	1
TOTAL		2,276

PHASE IV

<u>Unit No. (Civic)</u>	<u>Bare Land Unit No. (Legal)</u>	<u>Unit Factors</u>
31	43	216
33	44	208
35	45	208
37	46	198
39	47	198
41	48	211
40	49	216
42	50	204
44	51	204
46	52	208
48	53	204
50	54	216
52	55	204
54	56	204
56	57	204
N/A	58	<u>1</u>
TOTAL		3,104

NOTES:

1. Legal units 29 and 30 deleted by redivision to modify phase line between Phases III and IV.
2. Units 5, 20, 42, and 58 are Residual Bare Land Units after Redivision.

C. CONDOMINIUM FEE ASSESSMENTS

The following are the approximate fee assessments applicable to the unit factors of the various units based on the 1997-98 budget:

<u>UNIT FACTORS</u>	<u>MONTHLY FEES</u>
198	\$115.73
201	117.48
202	118.07
204	119.24
205	119.82
208	121.58
211	123.33
214	125.08
215	125.67
216	126.25
217	126.84

SCHEDULE 6

WARRANTY

SCHEDULE 6

WARRANTY

THE ESTATES VILLAGE, SHERWOOD PARK

PART ONE

DEFINITIONS

In the Warranty , the following words and phrases shall have the meanings set forth hereafter:

- a. "Vendor" means 571462 Alberta Ltd., the Vendor named in the Purchase Agreement;
- b. "Vendor's Obligations" means the obligations of the Vendor to the Purchaser set forth in the Warranty;
- c. "Purchase Agreement" means a written agreement made between the Vendor and the Purchaser wherein the Vendor agrees to construct or sell to the Purchaser a residential unit built in accordance with the plans and specifications referred to in the Agreement;
- d. "Defect" means work or material which is inferior to the standard of work and material prescribed under The Uniform Building Standards Act of the Province of Alberta and regulations thereunder (The Alberta Building Code) in force at the time of construction;
- e. "Warranty Period" means the period commencing on the Possession Date and ending on the first anniversary of the Possession Date;
- f. "Possession Date" means the date of taking possession of the residential unit by the Purchaser;
- g. "Purchaser" means a person (or persons) who has entered into a Purchase Agreement with the Vendor;
- h. "Residential Unit" means a newly constructed condominium residential unit built on a permanent foundation on land within the Province of Alberta, but does not include any items not permanently attached to the residential unit.

PART TWO

THE WARRANTY

1. VENDOR WARRANTY

1.1 The Vendor warrants to the Purchaser, subject to the terms, conditions, exclusions and limitations contained in this Warranty that:

- a) the Residential Unit was built in accordance with the Purchase Agreement;
- b) the work and materials used in the Residential Unit equal or exceed the standards of work and materials prescribed under The Uniform Building Standards Act of the Province of Alberta and regulations thereunder (the Alberta Building Code), in force at the time of construction.

2. VENDOR'S OBLIGATIONS

2.1 The Vendor agrees to repair within a reasonable period of time at no cost to the Purchaser:

- a) any Defect for which the Vendor has received written notice within one (1) year following the Possession Date.

3. LIMITATIONS OF LIABILITY

3.1 The Vendor shall have no obligation or liability to the Purchaser for any of the following:

- a) a Defect resulting from design, workmanship or materials supplied by the Purchaser;
- b) a Defect which is not disclosed in writing to the Vendor by the Purchaser as soon as reasonably practicable and in any event within the Warranty Period;
- c) a Defect apparent to and accepted by the Purchaser on the Possession Date; or
- d) consequential loss of any description.

4. EXCLUSIONS

4.1 This Warranty only covers the repair of a Defect in the Residential Unit and does not cover anything else; and without limiting the generality of the foregoing, this Warranty does not cover damage or loss resulting from:

- a) normal cracks in plaster, paint, drywall, masonry, stucco and concrete work including without limitation, cracks in basement floors, garage floors, retaining walls, patios, sidewalks and driveways;
- b) normal shrinkage or warping of materials;
- c) any alteration, modification or addition to the Residential Unit made following the Possession Date;
- d) normal deterioration or willful neglect or criminal act of the Purchaser;
- e) normal subsidence of land which has been excavated and backfilled.

5. WARRANTY

5.1 The Warranty supersedes all other warranties given to the Purchaser by the Vendor or its agents or representatives respecting construction of the Residential Unit;

5.2 In the event there is a transfer of ownership of the Residential Unit during the term of this Warranty, and written notice thereof is delivered to the Vendor within thirty (30) days of such transfer, then all remaining benefits under this Warranty shall accrue to the new owner who will be bound by all the Purchaser's obligations set out herein. The new owner shall not be entitled to any benefits under the Warranty that would not have accrued to the Purchaser had the Purchaser retained ownership of the Residential Unit.

6. TERMINATION OF WARRANTY

6.1 This Warranty and the Vendor's obligations hereunder shall terminate and immediately cease on the occurrence of any one or more of the following:

- a) the Residential Unit is not used as a single family residence;

- b) the Residential Unit is abused or improperly maintained;
- c) the Residential Unit is rendered unfit for occupancy as a result of damage or destruction by any cause whatsoever not related the Vendor's obligations;
- d) if the Purchaser fails to provide to the Vendor timely notice of any defect as required under this Warranty.

7. CONDITIONS

- 7.1 Upon discovery of any defect, the Purchaser shall as soon as reasonably practicable and within the applicable Warranty Period, provide the Vendor with written notification of such Defect and shall cooperate in every respect with the Vendor in connection with investigation and repair of such Defect.

8. NOTICE

- 8.1 Any notice provided for or permitted to be given hereunder may be given by registered mail, postage prepaid, addressed to the Vendor at the address set forth in the Purchase Agreement.
- 8.2 Any notice so mailed shall be deemed, except during the currency of any postal disruption of which public notice has been given, to have been given or served on the third day after it is deposited in any post office in Canada. Written notice may also be delivered personally to the Vendor at its address shown in the Purchase Agreement and shall be deemed to have been given on the date it is delivered.

SCHEDULE 7

RESTRICTIVE COVENANT RE: AGE

RESTRICTIVE COVENANT RE: AGE

THE ESTATES VILLAGE, SHERWOOD PARK

Benefitting and Burdening all Units
in Condominium Plan 942 3847

WHEREAS 571462 Alberta Ltd. (the "Vendor") is or is entitled to be registered as Owner of the Units comprising Condominium Plan No. 942 3847;

AND WHEREAS it is the intention of the Vendor to sell all of the Units to Purchasers who shall have the benefit of the following covenant;

WITNESSETH that the Vendor as covenantor, on behalf of itself, its successors in title from time to time and the persons deriving title under it or them, COVENANTS with itself as covenantee on behalf of itself, its successors in title from time to time and the persons deriving title under it or them to the intent that the burden of the covenants may run with and bind the Units and every part thereof to the intent that the benefit thereof may be annexed to and run with the Units and every part thereof, AS FOLLOWS:

(a) In this Restrictive Covenant:

(i) "Occupation", "occupied" or "occupant" means a regular and ordinary presence in the Unit whether or not the person is frequently absent by reason of employment or ill health. A person shall be deemed to be an occupant if his or her occupation of the Unit exceeds thirty (30) consecutive days or an accumulative total of sixty (60) days within a three hundred and sixty five (365) day period. A person whose primary purpose for residing in the Unit is to provide medical assistance to an occupant who complies with the Restrictive Covenant shall be deemed not to be an occupant within the meaning of this definition;

(ii) "Units" means Units 1 - 4 inclusive created by the registration of Condominium Plan 942 3847 (or Units created by any subsequent redivision of all or any of Units 1 - 4), and "Unit" means one of those Units;

(b) A Unit shall not be occupied by a person or persons who have not attained or will not have attained his or her thirtieth (30th) birthday within six (6) months of occupancy;

(c) Notwithstanding the above paragraph (b), a Unit may be occupied by a person who has not attained his thirtieth (30th) birthday provided:

- (i) that person lives with his or her spouse who has attained his or her thirtieth (30th) birthday, "Spouse" also means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- (ii) that person has attained his or her eighteenth (18th) birthday and is the child of an occupant who has attained his or her thirtieth (30th) birthday;
- (iii) The Board of the Condominium Corporation may authorize a person to occupy a Unit for a specified period of time for compassionate reasons. The permission granted by the Board may be invoked by a Special Resolution of a duly convened meeting of the said Condominium Corporation.
- (d) Neither the Vendor nor any successor in title shall be liable for a breach of restrictions set forth herein in respect of any Unit after the date it ceases to have any interest in that Unit.
- (e) Should any one or more of the provisions of this Restrictive Covenant be determined to be illegal or unenforceable or otherwise invalid, the same shall be severed, but all other provisions shall remain in effect.
- (f) This Restrictive Covenant may be enforced by any Unit Owner or by the Manager or Board of the Condominium Corporation.
- (g) Whenever the singular number or neuter or masculine gender is used herein, the same shall be constructed as including the plural and such other gender as the context requires.

This Restrictive Covenant Re: Age is now signed and sealed by 571462 Alberta Ltd. as the initial Owner of all Units within the condominium Plan to which this document relates.

571462 Alberta Ltd.

Per: _____

Daniel B. Pugh



COPY OF INSTRUMENT

REGISTERED AS 942.372.746
LAND TITLES OFFICE
EDMONTON

(11-11)

SCHEDULE 8

EASEMENT AND ACCESS

RIGHT-OF-WAY

EASEMENT

BETWEEN:

571462 ALBERTA LTD. AND THE OWNERS: CONDOMINIUM PLAN 9423847
(the "Grantor")

OF THE FIRST PART

- and -

THE COUNTY OF STRATHCONA NO. 20
(the "Grantee")

OF THE SECOND PART

We, 571462 Alberta Ltd. being entitled to become the registered owner of all units in the Bare Land Condominium Plan and any redivisions thereto, described in Schedule "A" hereto and The Owners: Condominium Plan 9423847 in respect of the Common Property contained in Bare Land Condominium Plan 9423847 DO HEREBY, in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto the Grantee an Easement and Access Right-of-Way in, over and through all those portions of the lands described as "Area A" inlined on Right of Way Plan 9423848 by John M. Byrne, A.L.S., for use as a roadway for emergencies and a walkway for public pedestrian and bicycle access, on the following terms and conditions:

1. The said Easement and access right of way shall be for as long a period as the Grantee may desire to exercise the Easement and access right of way.
2. The Easement and access right of way shall be limited to use in emergencies and by the public for pedestrian and bicycle traffic only, and for no other purpose.
3. The Grantee shall peaceably hold and enjoy the rights and privileges hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
4. The Grantee will at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its agents or contractors or any person through or under the Grantee in the use of the Easement and access right of way hereby granted.
5. This is the entire agreement between the parties and no amendments or changes to this agreement shall be made without the written approval of the Grantee and the Grantor.

6. Unless the contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively the Grantor, its executors, administrators, successors and assigns and the Grantee, its successors and assigns.
7. This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the lands.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their proper officers in that behalf on the 31 day of August, 1994.



571462 Alberta Ltd.

PER:

Daniel P. P. P.

County of Strathcona NO. 20

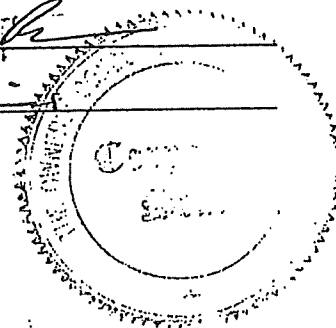
PER:

PER:

The Owners: Condominium Plan 9423847

Per:

Per:



SCHEDULE "A"

CONDOMINIUM PLAN 942 3847

UNITS 1 TO 4, INCLUSIVE

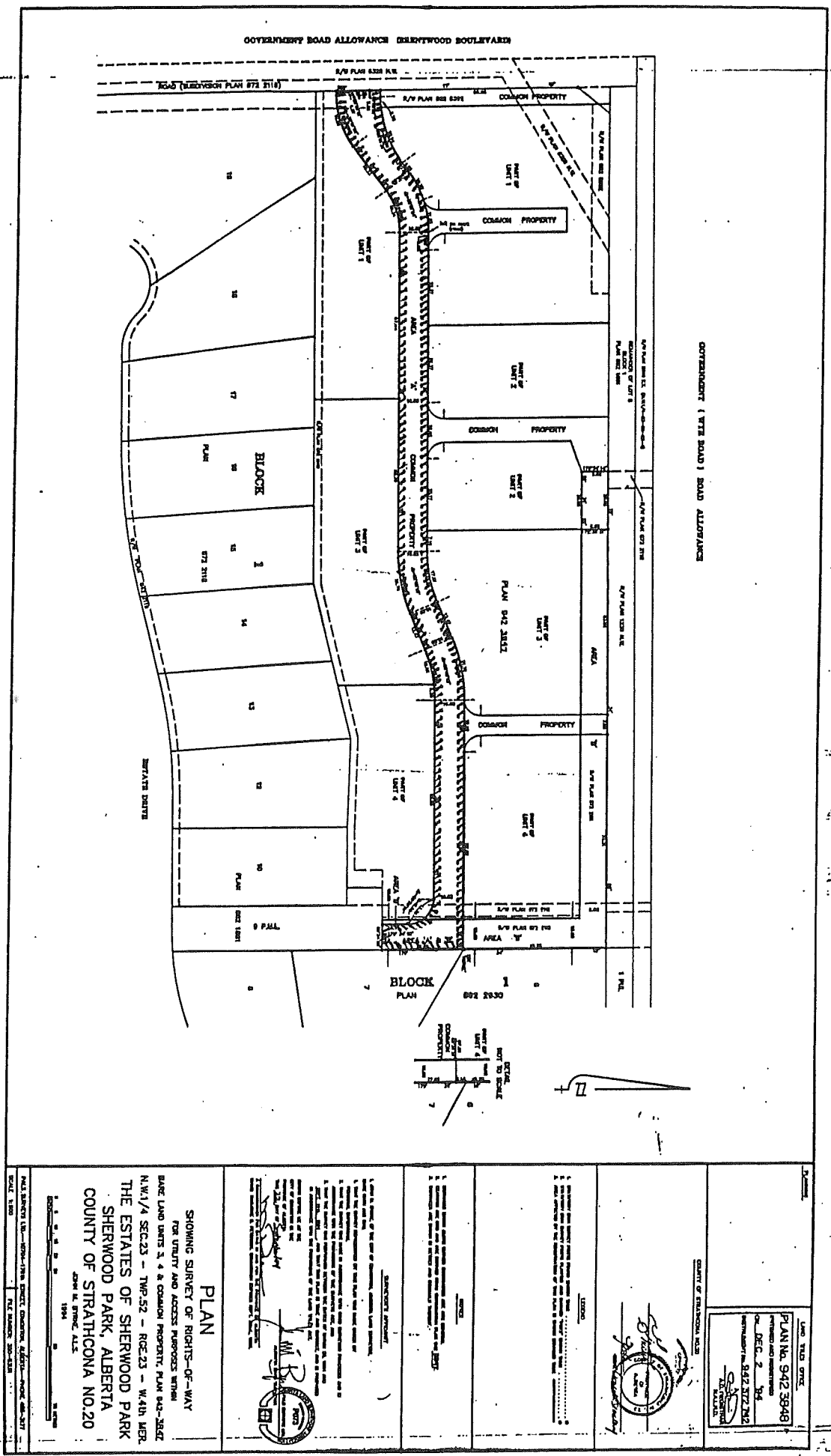
AND ALL OF THE UNDIVIDED ONE TEN THOUSANDTH SHARES
IN THE COMMON PROPERTY THEREIN

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE 9

UTILITY RIGHT-OF-WAY
FOR THE COUNTY OF STRATHCONA NO. 20

INFORMATION ATTACHMENT
TO SCHEDULE 8



COPY OF INSTRUMENT
REGISTERED AS 942 390 80/
LAND TITLE OFFICE
EDMONTON
1994.12.20

DATED THIS 13 DAY OF SEPTEMBER, 1994

571462 ALBERTA LTD.

TO

THE COUNTY OF STRATHCONA NO. 20

UTILITY RIGHT-OF-WAY
(ALL UTILITIES)

THE LAND TITLES ACT
UTILITY RIGHT-OF-WAY

We, 571462 Alberta Ltd. of Edmonton, in the Province of Alberta being entitled to become registered owner of the land described in Schedule "A", and The Owners: Condominium Plan 9423847 in respect of the Common Property contained in Condominium Plan 9423847 (571462 Alberta Ltd. and The Owners: Condominium Plan 9423847 are hereinafter referred to as the "Grantor");

DO HEREBY, in consideration of the sum of One Dollar (\$1.00) paid to the Grantor, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto THE COUNTY OF STRATHCONA NO. 20 (hereinafter called the "Grantee") an exclusive right, license, privilege and easement to use that portion of the said lands and Common Property (hereinafter called "the right-of-way"), more particularly described as follows:

AREA B INLINED ON RIGHT OF WAY PLAN 942- 3848
BY JOHN M. BYRNE A.L.S.

for the laying down, replacing, repairing, maintaining, construction, inspection, operation and removal of gas pipelines; electrical and telecommunication distribution and transmission systems; sanitary and storm sewer lines; water distribution lines; surface drainage depressions; cable television systems and any other utility lines and systems whatsoever, together with the appurtenances incidental thereto.

1. The said rights, license, privilege and easement shall be for as long a period as the Grantee may desire to exercise the right, license, privilege and easement hereby given.
2. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the trimming and removal of all parts of trees.
3. Upon the execution of these presents and at all times hereafter, the Grantee may enter upon and occupy the right-of-way with its agents, employees, and contractors, and with or without vehicles, machinery and equipment, for the purposes aforesaid.
4. The Grantor gives the Grantee a right of access to the said right-of-way for the purposes aforesaid, across the remainder of any land against which this utility right-of-way is registered, PROVIDED THAT the said right of access shall be used only in cases of necessity; and PROVIDED THAT the Grantee pays reasonable compensation to the then owner of such property for any damage occasioned thereby.
5. The Grantor agrees that any utilities or appurtenances to be constructed, installed and maintained over, under or through the said right-of-way shall remain chattels, and notwithstanding any rules of law to the contrary, shall not become affixed to the lands.

6. The Grantor shall not without the prior written consent of the Grantee excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the said right-of-way, any pit, foundation, pavement, building, fence, sidewalk, or other structure or installation. The Grantor shall not alter the surface grade level in any manner which would affect the rights granted to the Grantee. The Grantor shall not plant any trees within the right-of-way. Other than as set out herein, the Grantor shall have the right to use and enjoy the said right-of-way except as the same may in any way conflict with the purposes of the Grantee.

7. The Grantor shall request, in writing, from the Grantee, the prior written consent required under or authorized to be given under this utility right-of-way. Such request shall be sent by registered mail addressed to the Grantee at:

County of Strathcona No. 20
2001 Sherwood Drive
Sherwood Park, Alberta
T8A 3W7

8. The Grantee by performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.

9. The Grantee shall at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its agent or contractors, in the exercise or purported exercise of the right, license, privilege and easement hereby granted.

10. The Grantee shall install, construct, operate and maintain any utility lines or systems in a workmanlike manner so as to minimize damage to the right-of-way, and shall, where practicable, after any such work restore the right-of-way substantially the original level and condition or, at the Grantor's option, to a modified level or condition consistent with the Grantee's use of the right-of-way; however, no guarantees are implied that after levelling subsequent subsidence will not occur, and the Grantee shall not be liable for any damage resulting therefrom provided such subsidence is not as a result of the Grantee installing, constructing, operating or maintaining any utility lines or systems in a non-workmanlike manner.

11. The Grantee shall compensate the Grantor for reasonable damage to buildings or other structures belonging to the Grantor arising out of activities requisite for the enjoyment of the rights herein granted and if at any time hereafter the Grantee, shall deem it necessary to move or destroy any fences situate on the right-of-way and belonging to the Grantor, then the Grantee shall replace the said fences situate on the right-of-way and belonging to the Grantor, then the Grantee shall replace the said fences in substantially the original condition and position.

12. There are no conditions, either subsequent or precedent, except as set forth herein. This is the entire agreement between the parties and no representations or warranties have been made by the Grantee to the Grantor save those as contained herein. The consideration herein above stated is the sole consideration and inducement for the execution hereof.

13. The Grantor agrees that the Grantee shall, without the consent of the Grantor, have the right to assign to any person or corporation to whom a franchise is granted, in whole or in part within the right-of-way, the right to use the same.

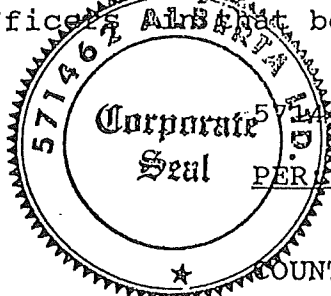
14. Unless a contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively "Grantor", its executors, administrators, successors and/or assigns, and "Grantee", its successors, assigns and/or any person or corporation to whom a franchise is granted by the Grantee.

15. This utility right-of-way is and shall be of the same force and effect to all intents and purposes a covenant running with the land.

16. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. If there is more than one Grantor, or the Grantor is a female or masculine person or a body corporate, this Agreement shall be read with all grammatical changes appropriate by reason thereof.

IN WITNESS WHEREOF the parties have set their hands and seals by their proper officers and at that behalf on the 13 day of September 1994.



571462 ALBERTA LTD.

PER

(seal)

APPROVAL

REAL ESTATE GEN. DES.

PER:

Reeve

(seal)

PER:

Corporate Secretary

THE OWNERS: CONDOMINIUM PLAN

9423847

PER:

(see)

PER:

SCHEDULE "A"

UNITS 3 AND 4
CONDOMINIUM PLAN 942 3847
BY JOHN M. BYRNE, A.L.S.

DATED THIS 13 DAY OF September, 1994

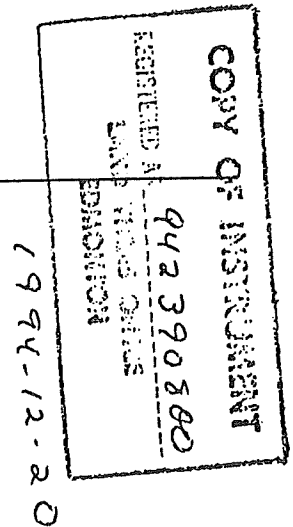
571462 ALBERTA LTD.

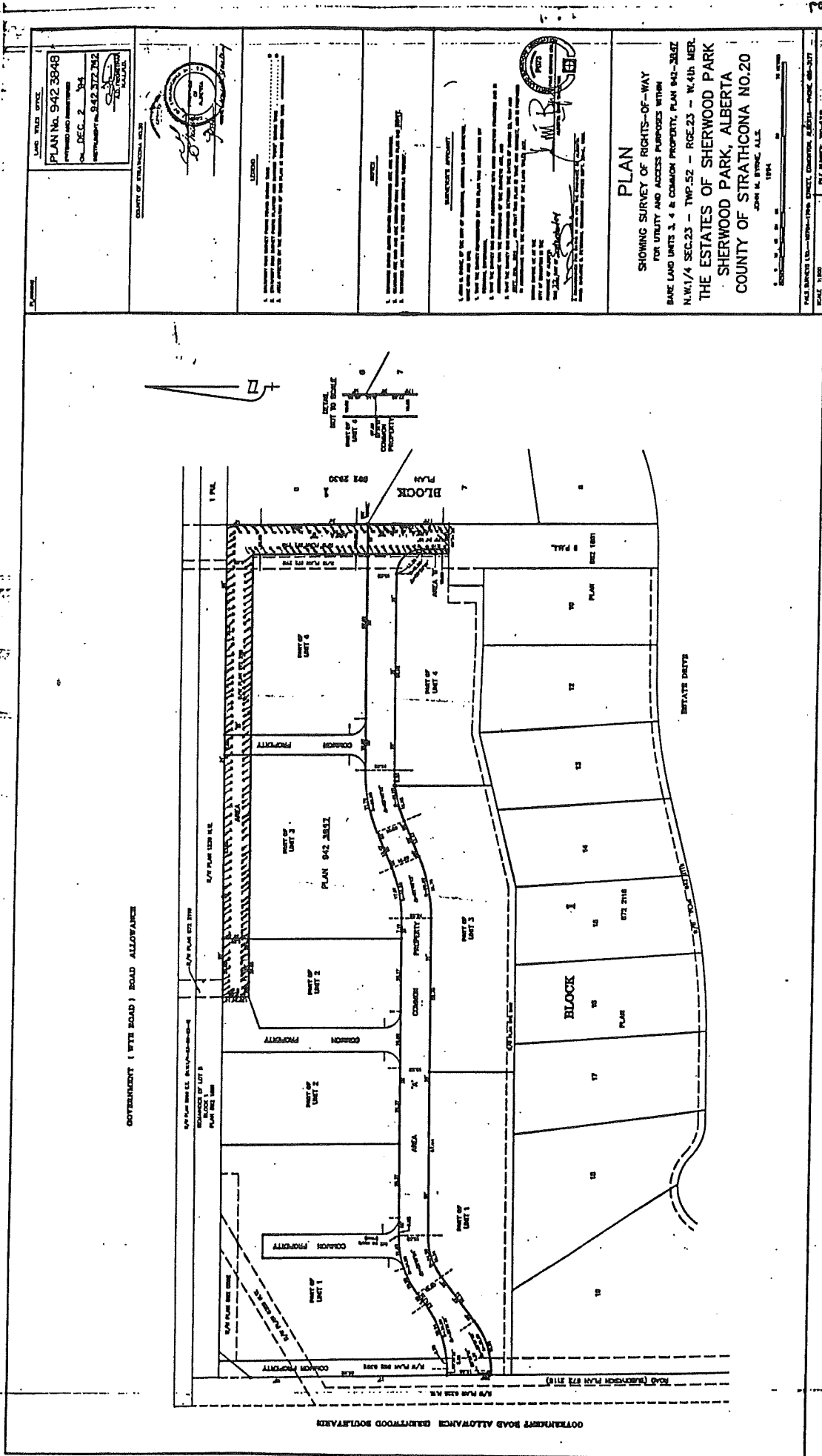
TO

THE COUNTY OF STRATHCONA NO. 20

UTILITY RIGHT-OF-WAY
(ALL UTILITIES)

(9-13)





INFORMATION ATTACHMENT
TO SCHEDULE 9

SCHEDULE 10

**CAVEAT FOR UTILITY RIGHT-OF-WAY FOR
NORTHWESTERN UTILITIES LIMITED**

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTHWESTERN UTILITIES LIMITED, of the City of Edmonton, in the Province of Alberta, Canada, a Body Corporate, claims an interest under and by virtue of a Right-of-Way agreement in writing dated the 20th day of October, A.D. 1994, whereby 571462 ALBERTA LTD., aforesaid, agreed to allow the Company, its servants and agents to enter upon the hereinafter described lands for the purpose of surveying, constructing, operating and maintaining a gas pipeline together with appurtenances incidental thereto, in, through and upon the following lands in:

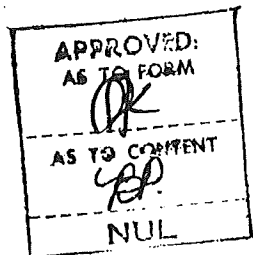
CONDOMINIUM PLAN 942 3847
UNITS 1, 2, 3 AND 4 INCLUSIVELY

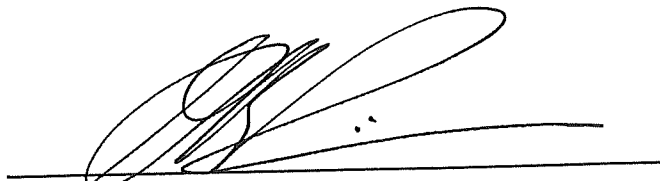
being lands standing in the register in the name of 571462 ALBERTA LTD. aforesaid; and Northwestern Utilities Limited forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate of interest, unless such Instrument or Certificate of Title be expressed to be subject to its claim.

NORTHWESTERN UTILITIES LIMITED appoints its offices at 10035 - 105 Street, Edmonton, Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED THIS 20 DAY OF October, A.D. 1994.

NORTHWESTERN UTILITIES LIMITED






Manager, Engineering Services

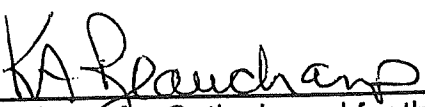
CANADA
PROVINCE OF ALBERTA

I, GUY R. POIRIER, of the City of Edmonton, in the
Province of Alberta, MANAGER, ENGINEERING
SERVICES
MAKE OATH AND SAY:

1. That I am an agent for the above named Caveator
2. That I believe that the said caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the City of)
Edmonton, in the Province of)
Alberta, this 21 day of)
October, A.D. 1994.)
)




A Commissioner for Oaths in and for the Province
of Alberta

KATHRYN A. BEAUCHAMP
MY COMMISSION EXPIRES
JUNE 28, 19 97

UTILITY RIGHT OF WAY

Made the 20th day of October A.D. 1994

BETWEEN: **571462 ALBERTA LTD.**
c/o 6720 - 104 Street
Edmonton, Alberta
T6H 2L4

(hereinafter called the "Grantor")

- and -

NORTHWESTERN UTILITIES LIMITED
a body corporate having its
head office at 10035-105 Street
in the City of Edmonton in the
Province of Alberta, (hereinafter
called the "Grantee")

WHEREAS the Grantor is the registered owner (or is entitled to become the registered owner under an Agreement for Sale or unregistered Transfer or otherwise) of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

CONDOMINIUM PLAN 942- 3847
UNITS 1, 2, 3 AND 4 INCLUSIVELY

EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate of Title No. # _____
(hereinafter called "the said lands");

UTILITY RIGHT OF WAY

AND WHEREAS the Grantee desires to construct, maintain, operate, repair and/or replace and renew a gas pipe line or pipe lines and appurtenances necessarily incidental thereto, over, across, under and through a portion of the said lands hereinafter defined;

AND WHEREAS the Grantor has agreed to grant a Utility Right Of Way over, across, under and through the said lands for the purposes aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar paid by the Grantee to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) and of the covenants, conditions, and stipulations herein contained the Grantor does hereby grant to the Grantee a Utility Right Of Way over, across, under and through that portion of the said lands measuring 2.0 metres in width as shown colored red on the plan annexed, (hereinafter called "the strip of land") for the purpose of putting down, taking up, re-laying, connecting, disconnecting, erecting, repairing, maintaining and operating a gas pipe line or pipe lines and appurtenances necessarily incidental thereto for as long as the Grantee shall require the strip of land for the conveyance of natural gas and for such longer period as the Grantee shall continue to convey gas through the pipe line or pipe lines, subject only to the following terms and conditions, namely: -

1. The Grantor covenants and agrees:

(a) That upon the execution of these presents and at all times thereafter the Grantee, or any person, firm, or corporation acting on its behalf, may enter upon and occupy the strip of land with its or their agents, servants, workmen, and contractors and with or without vehicles, machinery and equipment for the purposes aforesaid.

(b) That he will not erect or permit to be erected any buildings or structures or plant or permit to be planted any trees or shrubs within, upon, over or under the strip of land, nor will he add to or reduce or permit to be added to or reduced the cover over the said pipe line or pipe lines without the express written consent of the Grantee. The Grantor shall be liable for all costs and damages to the Grantee resulting from the breach of this covenant and the rectification of the breach including legal costs on the basis of a solicitor and his client.

UTILITY RIGHT OF WAY

(c) That he shall be liable to the Grantee for all loss, damages and expenses as a result of the operations of the grantor, its servants, agents, contractors or employees.

(d) That the Grantee, performing and observing the covenants and conditions therein contained, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance and interruption from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.

2. The Grantee covenants and agrees:

(a) That it will lay down, take up, re-lay, erect, connect, disconnect, maintain and operate the said pipe line or pipe lines in proper and workmanlike manner in accordance with good engineering practice.

(b) That where practicable, after the installation of any pipe line or pipe lines, it will level off the area affected by the said installation.

(c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipe line or pipe lines are situated and which the Grantee deems to require the protection of fencing. If at any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation acting on its behalf, to move fences situated at each end the said lands for the purpose of repairing the said pipe line or pipe lines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

(d) Subject to the provisions of paragraph 1. (b) hereof, it will make compensation to the Grantor for any and all damage that may be done to any buildings, fences, lawns, gardens, trees and shrubs belonging to the Grantor and arising out of or by reason of or in the course of the construction, maintenance, operation and repair and/or replacement and renewal of the said pipe line or pipe lines and appurtenances necessarily incidental thereto, provided that the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents, or employees or persons acting under the authority of the Grantee, with any pipe line or pipe lines or works of the Grantee laid or constructed on the said lands.

UTILITY RIGHT OF WAY

(e) That the Grantor shall have a right of ingress and egress over the said lands but not so as to interfere in any manner with the use and occupation thereof by the Grantee.

(f) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals in and under the said lands except only the parts thereof that are necessary to be dug, carried away or used in the construction, maintenance, or repair of the pipe line or pipe lines or works of the Grantee.

3. The Grantor and Grantee mutually covenant and agree:

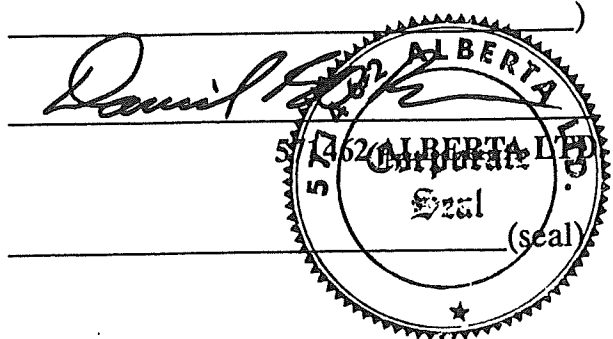
(a) That this agreement shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

(b) That wherever the singular or the masculine pronouns are used through this agreement, the same shall be constructed as meaning the plural, the feminine or the neuter where the context or the parties so require.

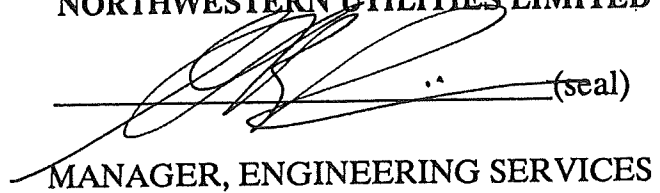
(c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused its corporate seal to be affixed, authenticated by the signatures of its proper officers the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the said Grantor in the)
presence of:)
)



NORTHWESTERN UTILITIES LIMITED


MANAGER, ENGINEERING SERVICES

 APPROVED AS TO FORM

 APPROVED AS TO CONTENT

REG'N # 942 372 743
02/12/1994

SCHEDULE 11

BLANKET EASEMENT

BLANKET EASEMENT

THE ESTATES VILLAGE, SHERWOOD PARK

Benefitting and Burdening all Units in
Condominium Plan 9423847

INTRODUCTION:

- A) 571462 Alberta Ltd. is the registered Owner of all the Bare Land Condominium Units created by the registration of a Condominium Plan in relation to a parcel of land located in Lot 8, block 1, Plan 882 1881 - 1/4 Sec. 23 - Twp. 52 - Rge. 23 - W. 4th Mer.
- B) Each Bare Land Unit is subject to redivision and upon redivision each resulting Unit is to contain one dwelling. All dwellings have at least one wall in common with another dwelling.
- C) Sections 17(b) and 18(b) of the Condominium Property Act give every Unit an implied easement over all other Units, for the passage or provision of water, gas, electricity and other utilities. However, those sections apply only to Units located in a building.
- D) As the initial Owner and Developer of the project, 571462 Alberta Ltd. wishes to grant an easement which affects all of the Units in the project and which will have the same effect as the statutory easement mentioned above.

AS OWNER OF ALL UNITS IN CONDOMINIUM PLAN, 571462 Alberta Ltd.
THEREFORE RESOLVES AS FOLLOWS:

1. For the purposes of this document each "Unit" shall mean Units 1 - 4 inclusive, Condominium Plan 9423847 and the benefits and burdens created hereby shall apply to all units resulting from the subsequent registration of a Plan or Plans of redivision of all or any of the units.

2. There is created, in respect of each Unit in favour of the Owner of the Unit, and as appurtenant to the Unit, easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit.
3. There is created, in respect of each Unit as against the Owner of the Unit, an easement to which the Unit is subject for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the Unit as appurtenant to the Common Property and also to every other Unit capable of enjoying those easements.
4. The owner of any utility who is providing service to the parcel or to any Unit on it, is entitled to the benefit of any of those easements that are appropriate to the proper provision of that service, but not to the exclusion of any other utility service.
5. All ancillary rights and obligations which are reasonably necessary to make easements effective, apply in respect of the easements created by this document, including the right of an Owner of a dominant tenement to enter a servient tenement and replace, renew, or restore any thing from which the dominant tenement is entitled to benefit.

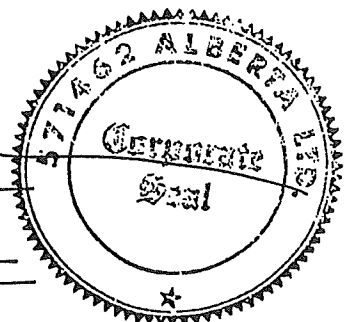
6. This easement does not affect the ownership or the maintenance obligations of any utility services located within the whole of the Condominium project. In other words, all utilities within the parcel are to be treated as if the parcel were a condominium development.
7. There is created, in respect of each unit shown in Bare Land Condominium Plan in favour of the Owner of the Unit, and as appurtenant to the Unit, an Easement for access to and egress from residential premises subject to the following conditions:
- a) The Easement may be exercised only in respect of the most direct route between residential premises and the Common Property;
 - b) The Easement does not apply to any part of a Unit which is or may become occupied by a building;
 - c) The Easement does not apply to any areas which may be subject to grants of exclusive use by the by-laws of the Condominium Corporation or by the Board of the Condominium Corporation;
 - d) The Easement shall be subject to any rules and regulations made by the said Board.
8. There is created, in respect of each unit shown in the Bare Land Condominium Plan as against the Owner of the Unit, an Easement to which the Unit is subject for access to and egress from residential premises subject to the conditions contained in the preceeding paragraph.
9. The benefit and the burden of this easement shall run with the Land. "Land" means all Bare Land Condominium Units.

This Blanket Easement is now signed and sealed by 571462 Alberta Ltd. as the initial Owner of all Units within the Condominium Plan to which this document relates.

571462 ALBERTA LTD

PER: 

PER: 



COPY OF INSTRUMENT

REGISTERED AS 942 390799

LAND TITLE
EDMONTON

1994-12-20

SCHEDULE 12

**AGREEMENT FOR USE OF
COMMON AREA
(SALISBURY GREENHOUSES LTD.)**

SCHEDULE 12

AGREEMENT FOR USE OF
COMMON AREA

SCHEDULE 12

THE ESTATES VILLAGE, SHERWOOD PARK AGREEMENT FOR USE OF COMMON AREA

The following summarizes the mutual intent and understanding of an Agreement between 571462 Alberta Ltd. (the "Owner") and Salisbury Greenhouses Ltd., for use of a portion of the common area contained in the proposed Condominium Plan attached as Schedule 1 hereto.

1. Salisbury Greenhouses Ltd. will be creating a Salisbury Greenhouse Ltd. sign with a direction arrow in a design similar to the existing Estates of Sherwood Park entrance sign, ie. sandblasted cedar.
2. The Owners agree to the locating of the sign on The Estates Village property, within the Northwestern Utilities Limited easement area and outside of The Estates Village fencing on the west side of the project and slightly south of the fencing corner at Wye Road and Range Road 232. Arrangements for permission from Northwest Utilities Limited to erect the sign will be the responsibility of Salisbury Greenhouses Ltd.
3. A berm and fence will be constructed on the full north/south length of The Estates Village project, save and except the entrance off of Range Road 232. This same fence will also extend east/west fronting Wye Road, but a corner cut will be created at the north west corner of the site.
4. The condominium project scope includes the placing of a large oval shaped "The Estates Village" sign on the corner cut. The design and material will be similar to the existing Estates of Sherwood Park signage.
5. Salisbury Greenhouses Ltd. will assume all responsibilities to landscape, in a quality manner, all areas west of the north/south fence. This is generally the area between the project's west fence and Range Road 232, excepting that portion which will be paved to provide a pedestrian walkway and bicycle path.
6. Salisbury Greenhouses Ltd. will be creating a flower bed or beds in the aforementioned area with the intent to rotate the various flower plantings throughout the year.

7. Salisbury Greenhouses Ltd. will assume a regular mowing maintenance program of the "ditch" area along the east side of Range Road 232 between The Estates Village's northerly corner at Wye Road south to Salisbury Greenhouses Ltd.'s property.
8. The Owners will not permit any additional signage or sales activities on the project property west of the project fence for the duration of this Agreement.

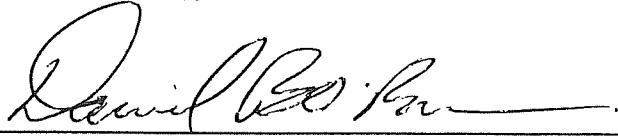
The foregoing understandings will be valid for a period of ten (10) years, commencing with the execution of this Agreement.

ENACTED THIS 30th DAY OF August, 1994.

THE OWNERS: CONDOMINIUM PLAN NO. T.B.A

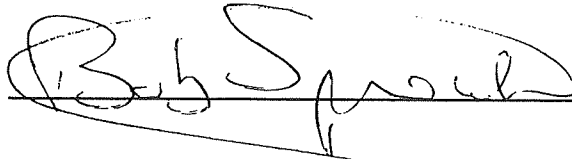
571462 Alberta Ltd.

PER:

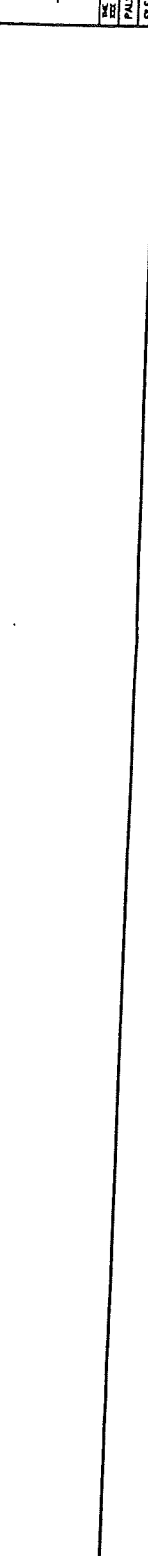


SALISBURY GREENHOUSES LTD.

PER:



INCLUSIVE ADDRESS	CONCURRENCE CONSULTATION ADDRESS
3 SURVEYS LTD.-10704-176th ST.	EDMONTON-ALBERTA PHONE 453-3177



SCHEDULE 13

**RESTRICTIVE COVENANT AND UTILITY
RIGHT-OF-WAY FOR THE COUNTY OF
STRATHCONA NO. 20**

RESTRICTIVE COVENANT AND UTILITY RIGHT-OF-WAY

THIS DEED made as of the 12th day of ^{Sept.}~~August~~, A.D. 1994.

BETWEEN:

571462 ALBERTA LTD.

a body corporate carrying on business in the Province of Alberta
(hereinafter referred to as "the Grantor")

OF THE FIRST PART

- and -

COUNTY OF STRATHCONA NO. 20

a municipal corporation (hereinafter referred to as "the County")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of those certain parcels of land situated in the Hamlet of Sherwood Park, in the County of Strathcona No. 20, described as:

BARELAND CONDOMINIUM PLAN 942 3847
UNITS 1 TO 4

[hereinafter called "the Servient Lands" (and which are subject to the burden of this restrictive covenant)]:

AND WHEREAS the Grantor is also the registered owner of those certain parcels of land situated in the Hamlet of Sherwood Park, in the County of Strathcona No. 20, described as:

BARELAND CONDOMINIUM PLAN 942 3847
UNITS 1 TO 4

[hereinafter called "the Dominant Lands" (which are subject to the benefit of this restrictive covenant)]:

REAL ESTATE SERVICES		
APPROVED		
REC'D	INITIAL	DATE
G.M. T. & J.		
MANAGER	<i>[Signature]</i>	Sept 8/94
Corporate Secretary		

AND WHEREAS the Grantor has applied to the County for permission to subdivide, develop and construct residential houses on a portion of the Dominant and Servient Lands;

AND WHEREAS in accordance with applicable County Council Resolution and County By-laws, the Grantor is required to construct and install and all subsequent property owners of the Dominant and Servient Lands are required to maintain certain fencing, within the Servient Lands;

AND WHEREAS in consideration for the County permitting the subdivision, development and construction to proceed on the Servient Lands, the Grantor has covenanted and agreed to construct such fences as required by the County in accordance with existing County standards and resolutions;

AND WHEREAS it has been agreed that the said fences will be maintained in perpetuity by the successors in title to the Servient Lands;

AND WHEREAS the Grantor has and does hereby agree to abide by, comply with and fulfill those terms and conditions as are hereinafter set out;

AND WHEREAS there are also certain streets, lanes and highways within five hundred (500) feet radial distance of each boundary of the Servient Lands;

NOW THIS AGREEMENT WITNESSETH that for the benefit of, and for the protection of the Dominant Lands, or any part or parts thereof, and in consideration for the County permitting the subdivision, development and construction to proceed on the Servient Lands as are hereinbefore legally described, the Grantor, on behalf of itself, its heirs, executors, administrators, successors, successors in title and assigns, hereby covenants with the County and its administrators, successors and assigns to the intent that the burden of the restrictive covenant hereinafter set forth may run with and bind the Servient Lands and every part thereof and to the further intent that the benefit thereof may be annexed to and run with the Dominant Lands and every part thereof, to observe and perform the following restrictive covenant, that is to say:

1. (a) The Servient Lands shall not be used for any purpose which in any way would damage the fencing to be constructed thereon;
- (b) The Grantor, during its ownership in title, and thereafter any successors in title to the Servient Lands shall not permit the fence to deteriorate, erode, fall into disrepair, be damaged or altered, or have its location or height altered in any way and no act of commission or omission should result in the condition of the fence being altered in any way from the original condition of the fence as approved by the County and constructed by the Grantor.

2. The Grantor and the County mutually agree:

- (a) This Deed and the covenants herein set out are hereby expressly annexed to the Servient Lands and all parts thereof for the benefit of the Dominant Lands;
- (b) This Deed shall be in full force and effect for the term of SEVENTY-FIVE (75) YEARS from the date hereof;
- (c) This Deed shall enure to the benefit of and be binding upon the Grantor during its ownership in title, and the County and their respective heirs, executors, administrators, successors, successors in title and assigns;
- (d) That Grantor, during its ownership in title and thereafter its successors in title, hereby further grants and transfers to the County the right, privilege and easement to enter upon the Servient Lands from time to time for the purposes of maintaining, repairing or reconstructing the said fence to its original condition, or an equivalent condition, and such right, privilege and easement shall be exercisable subject to the following conditions:
 - i) the right, privilege and easement herein granted shall include the right of ingress, egress and regress to and from all portions of the Servient Lands by the County with its servants and agents and all machinery, equipment, tools and vehicles deemed appropriate or necessary by the County;
 - ii) the right, privilege and easement herein granted shall be exercisable by the County for so long as this Deed remains in full force and effect;
 - iii) the right, privilege and easement herein granted shall be exercisable by the County in default of the Grantor performing any of the terms, conditions, covenants or obligations of this Deed;
 - iv) all costs and expenses incurred by the County in maintaining, repairing or reconstructing the said fence shall be a debt due and lawfully owing by the Grantor to the County and shall be a charge upon the Servient Lands, and further, may be recovered by the County either by action or in the same manner as unpaid property taxes are recovered.
- (e) If one or more of the restrictive covenants contained in paragraph 1 hereof shall at any time during the term hereof be held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such restrictive covenant(s) shall be severable from those remaining and such severance shall in no manner prejudice the effect or enforceability of those remaining in accordance with the intent of this Deed;

- (f) The word Grantor and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular manner, if there be more than one Grantor named and in such case the covenants shall be deemed to bind the Grantor severally as well as jointly;
- (g) The County and the Grantor or any successor, heir, administrator or assign thereof may, by written agreement, waive, alter or modify these restrictions or any of them in respect to any lot or lots of the Servient Lands;
- (h) The County or any successors in title to the Dominant Lands shall have a right to enforce the obligations contained herein against any of the owners of the Servient Lands who fail to fulfill the terms, covenants and conditions contained herein.

IN WITNESS WHEREOF the parties have hereunto executed, sealed and delivered this Deed as of the day and the year first above written.



571462 ALBERTA LTD.

Per: *Daniel B. O'Brien*

Per: _____

COUNTY OF STRATHCONA NO. 20

Per: *Chris Evans*

Per: *JRH*

