

CALBRIDGE HOMES

February 2022

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF THE LATER OF THE DATE THE PURCHASER RECEIVES ALL OF THE INFORMATION AND DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDERS SECTION 12 OF THE *CONDOMINIUM PROPERTY ACT* AND THE DATE THE PURCHASER SIGNS THE PURCHASE AGREEMENT. THIS AGREEMENT IS GOVERNED BY THE *CONDOMINIUM PROPERTY ACT* AND IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE *ACT*, THE *ACT* PREVAILS.

AGREEMENT FOR PURCHASE AND SALE

VANTAGE TOWNHOUSES OF FIRESIDE

Municipal Description: _____ - **250 Fireside View**, Cochrane, Alberta

Proposed Bare Land _____ Legal Unit _____ Condominium Plan _____
Condominium Description: And _____ undivided one ten thousandth shares in the Common
Property (Unit Factor)

*Initial acknowledging
the assignment of
Locker & Parking Stall*

Locker ID: _____ Parking Stall ID: TBD

Estimated monthly condominium contributions based on proposed budget: \$ _____

Condominium Plan and Title to individual Condominium Units will be created upon registration of original Bare Land Condominium Plan. The Builder will seek redivision of future buildings, presently Units 82-87 of the Condominium Plan, as future residential units are completed for occupancy.

BUILDER: Calbridge Homes Ltd.
250, 221 - 19th Street SE
Calgary, Alberta T2E 7M2
Telephone: (403) 252-4333
Fax: (403) 253-4136
Email: awang@calbridgehomes.com

Purchaser: I/We _____
(Name)
of _____
(Address)

(City) (Province) (Postal Code)
Buyer _____
(Home Phone) (Mobile) (Email)
Co-Buyer _____
(Home Phone) (Mobile) (Email)
(as joint tenants / tenants-in-common)

THE PURCHASER HEREBY OFFERS TO PURCHASE FROM THE BUILDER:

- (a) Unit Number 1402, being one (1) unit of an approximately two hundred and eighty eight (288) unit residential complex as shown on the Bare Land Condominium Plan in the condominium development known as **VANTAGE TOWNHOMES OF FIRESIDE** (the "Condominium Project"), to be completed as a residential unit, namely, the Builder's model Chester (C) and to be constructed according to the plans and/or design drawings and specifications as approved and initialed by the Builder and the Purchaser (the "Unit");
- (b) The interests in the Common Property which correspond to the Unit;

STANDARD OF CONSTRUCTION:

The Builder covenants and agrees that the Unit will be built in accordance with the Alberta Uniform Building Code, being a regulation under the *Safety Codes Act*, in effect at the date of this Agreement by supplying all of the materials and performing all of the work for the construction of the Unit in reasonable accordance with the plans and/or design drawings, and specifications attached to this Agreement and the Options and the Schedules attached to this Agreement. The Builder is at liberty, acting reasonably, to make changes which do not materially affect the value of the Unit or of the Common Property to the plans and/or design drawings, specifications, condominium plans, modifications, upgrades, extras, Bylaws, or management agreements, all as are now proposed.

Builder's Initials _____ Purchaser's Initial(s) _____

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1. PRICE

The price to be paid by the Purchaser to the Builder for the Unit and the Options in Schedule "B" shall be the sum of \$ _____ which sum shall be determined as outlined below:

Base Purchase Price of the Unit	\$	
Add: Goods and Services Tax @ 5%	\$	
Less: Goods and Services Tax New Housing Rebate @ 36% of G.S.T. (if applicable)*	\$	
TOTAL PURCHASE PRICE	\$	

*36% of G.S.T. up to \$6,300.00 for purchases of \$350,000.00 or less. For purchases between \$350,000.00 and \$450,000.00 use the following formula: \$450,000.00 less Purchase Price / \$100,000.00 x \$6,300.00 = G.S.T. Rebate applicable. No rebate applies to purchases over \$450,000.00.

2. PURCHASER'S REPRESENTATION RE: ELIGIBILITY FOR THE G.S.T. REBATE

The Purchaser represents to the Builder, as follows: either

Circle appropriate clause and initial

- _____ (a) the Purchaser, or a member of the Purchaser's immediate family, will on closing occupy the Unit as their primary residence; or
- _____ (b) neither the Purchaser, nor any member of the Purchaser's immediate family, will on closing occupy the Unit as their primary residence.

NOTE: Provided that the Purchaser is eligible for a G.S.T. Rebate, the Purchaser agrees to provide the Builder with an executed Application for the G.S.T. Rebate in the prescribed form and containing the prescribed information pursuant to *the Excise Tax Act*, as well as an executed Assignment of the G.S.T. Rebate. The Builder's Goods and Services Tax Registration Number is 8004 66468 RT0001.

If the Purchaser is not eligible for the G.S.T. Rebate or becomes disentitled to the G.S.T. Rebate and/or does not execute or deliver the necessary documents, assignments and forms required for the Builder to receive the G.S.T. Rebate, then and in that event the Purchaser shall pay to the Builder, in addition to all other amounts required herein, the amount of the G.S.T. Rebate (the amount of the G.S.T. Rebate then being a debt due and owing to the Builder, which debt shall, including all other remedies available to the Builder for the collection thereof, be deemed to be a mortgage charge upon the Purchaser's interest in the Unit) and the Builder shall be entitled to file a Caveat against title to the Unit as an Unpaid Vendor and/or Equitable Mortgagee.

3. TERMS OF PAYMENT

- (a) \$ _____ Deposit upon signing this Agreement (the "First Deposit")
- (b) \$ _____ Deposit on expiry of the 10-day rescission period or on mortgage approval (if applicable) contained in Clause 7 (whichever is later) (the "Second Deposit")
- (c) \$ _____ Deposit on Completion and inspection of _____ (The Third Deposit)
- (d) \$ _____ Deposit on Completion and inspection of _____ (The Fourth Deposit)
- (e) \$ _____ Deposit on Completion and inspection of _____ (The Fifth Deposit)
- (f) \$ _____ By a Purchaser's mortgage being arranged by, and at the expense of, the Purchaser (The Purchaser's Mortgage), if any
- (g) _____ Being the balance of the Total Purchase Price on or before the Possession Date, subject to adjustments as herein provided
- (h) \$ _____ **TOTAL PURCHASE PRICE**

All deposits paid by the Purchaser under this Agreement shall be held in trust by the Builder and accounted for and disbursed in accordance with the requirements of Section 14 of *The Condominium Property Act* until The Alberta New Home Warranty Program (or such other home warranty program as the builder may select) has issued to the Purchaser a certificate or certificates of coverage of such deposits, at which time the Builder shall be entitled to use any deposit monies so certified. The Alberta New Home Warranty coverage prior to possession, insures deposits for 20% of the Total Purchase Price (excluding land) of the actual amount of the Deposit(s) to a maximum of \$100,000.

After removal of all conditions, the deposit monies shall be non-refundable.

Interest on Deposit(s): The Builder and Purchaser acknowledge that due to the low rate of interest being paid by chartered banks, no interest will be paid by the Builder to the Purchaser on deposit monies.

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4. PAYMENT OF DEPOSIT(S), TOTAL PURCHASE PRICE, AND INTEREST

- (a) The Total Purchase Price shall be paid by the Purchaser to the Builder, without deduction or holdback on Closing Date.
- (b) The Purchaser agrees to pay interest to the Builder on overdue payments at the rate of eighteen (18%) per cent per annum from the date due until paid in full.

5. PAYMENT FOR "MODIFICATIONS, EXTRAS OR UPGRADES" AFTER EXECUTION OF AGREEMENT FOR PURCHASE AND SALE

The Purchaser acknowledges that the Purchaser is purchasing a "completed" Unit in that the Builder will be completing the construction and finishing of the Unit, including the structure of all of the other units in Condominium Project and the Common Property in reasonable accordance with the plans and specifications as shown in the Schedules attached hereto. The Purchaser acknowledges and agrees that the Builder need not make any modifications, upgrades, or add any extras to the Unit unless mutually agreed upon in writing (i.e., the "Change Order") by the Builder and the Purchaser pay to the Builder One Hundred percent (100%) of the cost of the modifications, extras and upgrades upon signing for the Change Order.

The Purchaser acknowledges that modifications, upgrades, or extras, after signing the Agreement for Purchase and Sale may delay construction and may result in a delay and postponement of the Closing Date.

6. UNIT FACTOR, CONDOMINIUM ASSESSMENTS, AND OTHER CHARGES

Unit factors are shown on the proposed Condominium Plan attached as Schedule "Q" and are apportioned on the basis of the total area of the Unit in relation to the total area of all Units in the condominium project. Minor adjustments to the unit factors may be required to make the combined unit factors of the entire Condominium Project total 10,000 in whole numbers as required by law or to satisfy the Town of Cochrane on final approval of plans.

7. CONDITIONS

Purchaser's Conditions

In any of the following events the Purchaser shall receive a refund of all monies paid by way of Deposit (without interest) and the Purchaser shall have no further interest in the Unit or in the lands on which the Unit is located and the Purchaser agrees to execute forthwith such further documents as may be necessary to give effect to this provision:

Delete Clause
(b) and initial
if transaction
is not subject
to financing

- (a) this Agreement is rescinded by the Purchaser pursuant to Section 13(1) of the *Condominium Property Act* by **written notice** to the Builder within 10 days of the later of (aa) the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 12; and (bb) the date the purchaser signs the purchase agreement; or
- (b) this Agreement shall also be conditional (if applicable), until _____ the ("Purchaser's Mortgage Condition Date"), upon the Purchaser arranging for the Purchaser's Mortgage financing (if any), upon reasonable terms and conditions. This mortgage condition is for the sole benefit of the Purchaser and may be waived in writing, by the Purchaser on or before the Purchaser's Mortgage Condition Date. The Purchaser shall give notice in writing to the Builder that this condition has been met or waived on or before 5:00 p.m. on the Purchaser's Mortgage Condition Date. If the Purchaser does obtain a commitment for financing, the Purchaser shall provide the Builder with a copy of the mortgage commitment concurrent with waiving this condition.

Additional Terms of Sale (if any):

Calbridge Homes will include legal fees and disbursements if the Purchaser elects to use Calbridge Homes' preferred lawyer partner at closing. This offer has no cash value and is non-transferrable.

Builder's Conditions

8. MUTUAL COVENANTS

Each of the parties hereto agree as follows:

(a) Title and Encumbrances

Title shall be subject to any reservations, exceptions, easements encumbrances and restrictions implied by any statute of Alberta or shown on the certificate of title to the Unit and such non-financial encumbrances as are registered by the Province, by the Municipality, by the Builder, or by any utility company.

In addition, the Unit is sold subject to the *Condominium Property Act* of Alberta, as amended, the Bylaws of the Condominium Corporation and registered caveats, charges, restrictive covenants, encumbrances, utility rights-of-way, party-wall agreements, and any easements in favour of utility companies or public authorities and the implied easements under and by virtue of the *Condominium Property Act*, as amended.

In addition, the Purchaser acknowledges that the servicing of the Condominium Project will require various water, gas, sewer and other utilities, access agreements, rights-of-way agreements, and crossing agreements, and the Purchaser covenants and agrees that either the Builder, or the Condominium Corporation, has the authority, on behalf of the Condominium Corporation and the Owners of the Unit(s), to grant such water, gas, sewer, and other utilities, rights-of-way, easements, right of access agreements, crossing agreements, and such other agreements as may be necessary in order for the Builder to construct and service the Condominium Project.

In addition, the Purchaser acknowledges that the Condominium Corporation shall be responsible for maintenance of perimeter fencing and landscaping in the Condominium Project, including the mowing of all lawns, replacement of maintenance and replacement of shrubs, trees, etc. The Purchaser acknowledges and agrees title will be subject to such easements, as may be necessary, in order to give the Condominium Corporation, or its duly authorized agents, the right of access and egress from the Purchaser's Unit for the purposes of installation and maintenance of the perimeter fencing and landscaping in regard to each individual Unit.

The Builder will cause any other existing mortgages or encumbrances to be discharged insofar as they are registered against title to the Unit and insofar as they affect marketability of title in a material manner.

(b) Occupancy Date

Pursuant to and in accordance with section 12(1)(k) of the *Condominium Property Act*, and section 20.08(1) of the *Condominium Property Amendment Act* Regulation, the fixed range of dates by which the Purchaser may commence occupancy of the Unit (the "**Occupancy Date**") is as follows:

Between _____, 20__ and _____, 20__.

The Occupancy Date may be delayed without liability for damages and without giving rise to a right of rescission in accordance with the provisions of the *Condominium Property Act Regulation*.

Notwithstanding anything herein contained, in the event that the Builder in its sole discretion requires or permits the Purchaser to go into possession of the Unit prior to the transfer of title to the Unit to the Purchaser, or prior to payment in full of the Total Purchase Price, the Purchaser shall be deemed a Tenant-at-Will of the Builder at a reasonable rental rate to be determined by the Builder (which shall include an estimated proportionate share of the common expenses as well as an estimated proportionate share of taxes, insurance, utilities, management fees), payable in advance on the first day of each and every month until title to the Unit is transferred to the Purchaser and the Purchaser pays the Total Purchase Price. The Purchaser agrees that upon the date specified by the Builder for taking possession and closing of the Unit, he will promptly make application and pay directly to the supplier all costs, deposits, and charges for telephone and cable.

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It is understood that this provision shall in no way bind the Builder to permit the Purchaser to take possession on a Tenancy-at-Will basis, but the same shall be in the sole discretion of the Builder, and the Builder reserves the right to refuse possession in the event that the Total Purchase Price, together with any other monies due and owing hereunder have not been paid. The Purchaser undertakes to indemnify and save harmless the Builder from and against all injury to any person or property in, upon or forming part of the Unit or the Common Property, due to the negligence of the Purchaser or the Purchaser's family, invitees, employees or visitors during the Purchaser's occupancy in accordance with this paragraph.

(c) **Legal Fees and Disbursements for Registration of Transfer and Mortgage**

The Builder shall be responsible for and shall incur all legal fees excluding disbursements and GST relating to the preparation of the transfer of land. The Purchaser shall be responsible for the legal fees and disbursements in regard to preparation of the Purchaser's Mortgage, if any, and for registration of the transfer of land and the Purchaser's Mortgage (if any), at Land Titles Office.

The Purchaser further covenants, acknowledges, and agrees, that Mortgage Insurance Premiums (if any) shall be the sole responsibility of the Purchaser.

(d) **Adjustments to Total Purchase Price**

The balance of the Total Purchase Price shall be adjusted on the Closing Date as to all prepaid and accrued expenses which shall include, without limiting the generality of the foregoing, the following:

- (i) Condominium Fees (if any) or any assessments prepaid or owing for administration expenses (as defined in Section 39 of the *Condominium Property Act*) including without limitation the cost of insurance and taxes on the Common Property;
- (ii) Property taxes on the Unit, including supplementary assessments which may be levied by the taxing authority and if taxes are owing for a period when the Condominium Project was assessed and taxed as a complete project and not as individual units, then the taxes owing on the Unit shall be calculated by applying the unit factor divided by the total unit factors to the total taxes. Any supplemental taxes levied subsequent to Closing Date shall be the responsibility of the Purchaser. In the event that any supplemental tax assessment is effective as at a date prior to the Closing Date, then the Purchaser shall make payment in full to the appropriate municipality and the Builder shall, upon proof of payment, reimburse the Purchaser for the Builder's proportionate share of the supplemental assessment for the time between the effective date of the supplemental assessment to the Closing Date;
- (iii) Any Modifications, Extras, or Changes (i.e., Change Orders).

If the adjustments cannot be accurately determined at the Closing Date, the Builder shall have the right to estimate the adjustments to be made and the Purchaser agrees to pay the adjustments in accordance with such estimates; PROVIDED HOWEVER, that there shall be a final adjustment at such later date when all the items to be adjusted can be accurately determined.

The Total Purchase Price shall be paid by the Purchaser to the Builder without deduction or holdback.

(e) **Condominium Corporation**

The Purchaser acknowledges that he/she is aware that a condominium corporation (the "Condominium Corporation") has been or will be, by virtue of the *Condominium Property Act* (the "Act") established to operate and maintain the common elements (the "Common Property") of the Condominium Project. Without restricting the generality of the foregoing, the Purchaser acknowledges, covenants, and agrees that the Condominium Corporation shall be responsible for the maintenance and repair of utilities, entrance features, lighting, the repair and maintenance of patios and balconies, the repair and maintenance of the Common Property, and the repair and maintenance of the exterior of the Condominium Project, (i.e. roof, exterior cladding, all exterior doors and all exterior windows), landscaping, fencing, utility structures (if any) and such other responsibilities or obligations as may be delegated to the Condominium Corporation by the Owners of the Units, from time to time (collectively the "Managed Property"). The Condominium Corporation shall be responsible for the care and maintenance of all landscaping, including the maintenance of grass, shrubs, and trees, within the Condominium Project and on each individual Unit. The Condominium Corporation shall be responsible for the removal of ice and snow from all front steps, sidewalks and driveways located within the Condominium Project.

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The Condominium Corporation will be responsible for payment of all utilities not separately metered (if any), and the Condominium Corporation will be responsible for all taxes and utilities (if any), in regard to the Common Property. In addition, the Condominium Corporation shall also be responsible for all costs associated with maintaining insurance on the Condominium Project, and the repair and maintenance of the Condominium Project, including the Common Property.

The Purchaser shall observe and perform the terms and conditions of the Act, Bylaws and regulations of the Condominium Corporation and management agreements entered into by the Condominium Corporation, and will observe and perform all the requirements of the Bylaws set out in Schedule "S" hereto and any Bylaws registered in substitution therefore and in particular the Purchaser acknowledges that:

- (i) the owners of all Condominium Units must pay monthly assessments imposed by the Condominium Corporation or as established by the Builder to meet common expenses including (amongst others) such costs as management fees, insurance premiums, the Capital Replacement Reserve Fund (being a reserve for maintenance and repair of the Common Property), taxes, and common utilities (if any);
- (ii) notwithstanding anything contained in clause (i) herein, the Builder and the Purchaser acknowledge that the Builder will only pay condominium fees monthly assessments imposed by the Condominium Corporation in accordance with the Bylaws referenced in this Agreement;
- (iii) the Builder will have the right and responsibility to manage or retain a manager for the Condominium Corporation upon reasonably similar terms and conditions as set out in the management agreement attached as Schedule "R" hereto;
- (iv) The Builder shall have the right to cause the Condominium Corporation and/or the Management Company to waive any management fees on Unit(s) owned by the Builder until such time as the Unit(s) are transferred to Purchasers;
- (v) The Builder shall have the right to cause the Condominium Corporation or the Management Company to waive the payment of fees for the preparation of any estoppel certificate provided to the Purchaser in connection with the transaction contemplated by this offer or the sale of any Unit(s) by the Builder;
- (vi) The Builder shall have the right, in the event that monthly assessments have not been levied by the Condominium Corporation, to collect from the Purchaser the Purchaser's proportionate share of administrative expenses paid for by the Builder in relation to the Condominium Project.

9. INTEREST

The Purchaser agrees to pay interest to the Builder on overdue payments at the rate of eighteen (18%) per cent per annum from the date due until paid in full.

10. TABLE OF CONTENTS AND DISCLOSURE DOCUMENTS

The Purchaser acknowledges that the Unit is or will be a unit in a condominium project/development and the Purchaser further acknowledges that, pursuant to Sections 12 and 12.2 of the Act and Section 20.01 of the Regulations, the Purchaser has, with or before the submission hereof, received a copy of this Purchase Agreement and copies of the following:

- (i) Schedule "A": Specifications;
- (ii) Schedule "B": Options;
- (iii) Schedule "C": Home Warranty Insurance Policy
- (iv) Schedule "D": Multiple Family Dwelling Deposit Protection Insurance Policy
- (v) Schedule "F": Consent of Authorization and Signature;
- (vi) Schedule "G": Suppliers and Trade Relations;
- (vii) Schedule "H": Site Safety;
- (viii) Schedule "M": Model Layout (Upper & Lower Drawings);
- (ix) Schedule "Q": Proposed Condominium Plan and Unit Factors;
- (x) Schedule "R": Proposed Management Agreement;
- (xi) Schedule "S": Proposed Condominium Bylaws;
- (xii) Schedule "T": Proposed Budget and Estimated Condominium Fees;
- (xiii) Schedule "U": Proposed Restrictive Covenants, Easements and Party-Wall Agreement;
- (xiv) Schedule "V": Landscaping, Roadways, Walkways, and Fences;
- (xv) Schedule "W": Warranty Parameters
- (xvi) Schedule "Y": Occupancy Date Statement

Builder's Initials _____ Purchaser's Initial(s) _____

11. NOTICES

(a) **No Recreational Facilities**

The Builder hereby confirms to the Purchaser that there will be no recreational facilities included in the Condominium Project. The Builder confirms to the Purchaser that the Builder has not entered into any recreational agreement or proposed recreational agreement for or on behalf of the Condominium Corporation.

12. CONSTRUCTION AND COMPLETION OF THE CONDOMINIUM PROJECT

In order to facilitate completion and the orderly turn-over of units to purchasers:

- (a) the Condominium Corporation will assure the Builder of continued uninterrupted access to the Condominium Project to complete the Condominium Project and market the Condominium Project to the public; and
- (b) the Builder will not be required to either pay any shortfall between monthly revenues and expenses of the Condominium Corporation, or to contribute to condominium fees in respect to unsold units in the Condominium Project; and
- (c) the Builder shall retain control over the appearance and design of common facilities serving the Condominium Project until all units are sold.

13. DEFAULT BY PURCHASER

In the event that the conditions to this transaction are satisfied or waived, as the case may be, but the Purchasers fail to close and complete this transaction, or in any other events of default by the Purchasers, the Builder may, at its sole discretion, either:

- (a) Upon seven (7) days' notice from the Builder to the Purchasers, declare the whole balance of the Purchase Price due and payable together with interest at the rate of Eighteen (18%) per cent per annum, and pursue the Purchasers for any damages (including solicitor and his own client costs) suffered by the Builder as a result of the Purchasers failure to comply with any of the terms of the Purchase Agreement. In addition to the foregoing, the Builder shall be entitled to retain all monies paid by the Purchasers to the Builder; or
- (b) Upon seven (7) days' notice from the Builder to the Purchasers, declare the Purchase Agreement null and void and retain all monies paid to the Builder by the Purchaser as an agreed pre-estimate of damages and expenses whereupon the Purchasers' rights to the Unit and the money shall cease and determine and the Purchasers shall forthwith give up vacant possession of the Unit to the Builder.

14. INSPECTION OF UNIT ON CLOSING AND CLOSING DATE

On or prior to the Closing Date, the Purchaser and a representative of the Builder shall inspect the Unit and prepare and complete a Certificate of Possession, in the form provided by the Builder. The Builder shall be responsible for completion and correction of the deficiencies or defects, if any, specified in the Certificate of Possession and acknowledged by the Purchaser, which deficiencies or defects the Builder shall complete or correct within thirty (30) days from the Closing Date or as soon thereafter as is reasonable in the circumstances. Completion and execution of the deficiencies or defects noted in the Certificate of Possession does not affect or limit the Purchaser's rights in regard to insurance provided by The Alberta New Home Warranty Program.

15. PURCHASER'S MORTGAGE APPROVAL, ASSIGNMENT OF MORTGAGE PROCEEDS, AND EXECUTION OF LEGAL DOCUMENTATION

- (a) The Purchaser covenants and agrees to complete such applications and documents as are necessary to obtain mortgage approval (if applicable) prior to the Purchaser's Mortgage Condition Date, to execute all necessary documents and forms required by the Mortgagee and by the solicitor for the Builder for the purpose of completing this transaction and enabling the Builder to receive all mortgage advances, to make all payments required hereunder, and to fully cooperate in obtaining prompt payment of the net mortgage proceeds (if any) to the Builder.
- (b) The Purchaser covenants to execute such further and other documents, conveyances and assurances as may be deemed necessary from time to time by the solicitors for the Builder in order to give full force and effect to the true intent and meaning of this Agreement.

16. NON-NHBPA WARRANTY

Additional warranty protection may apply. Where Deposit Protection Insurance is available to the Purchaser, such is appended hereto as Schedule "D" and is subject to the terms, conditions, limits and exclusions of the Program. All warranty protections are subject to the Performance Guidelines as adopted by the Program.

17. WARRANTY

The Builder warrants that the Home has warranty protection provided by the Alberta New Home Warranty Program. Warranty protections provided by the Program shall be in accordance with the New Home Buyer Protection Act (NHBPA) and covers a mandatory minimum of the following protections:

Unit Protection

1-year Workmanship and Material - Offers coverage for defects in materials and labour which include items such as flooring and fixtures

2-year Delivery and Distribution Systems - Offers coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems within the unit

Unit Warranty Coverage Limit - The lesser of the purchase price paid (excluding land) and \$130,000

Warrantable Common Property Protections

1-year Workmanship and Material - Offers coverage against defects in materials and labour in the common property

2-year Delivery and Distribution Systems - Offers coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems

5-year Building Envelope Coverage - Offers coverage against defects in the building envelope

10-year Structural - Offers coverage against structural defects

Common Property Warranty Coverage Limits - For warrantable common property in a multi-family dwelling, or for the property for which a condominium corporation is responsible under its bylaws, the lesser of \$130,000 (excluding land) times the number of single dwelling units in the condominium or multi-family dwelling to a maximum of \$3,300,000.

All protections are subject to the terms, conditions, limits and exclusions of the Home Warranty Insurance Policy (as defined by the NHBPA), appended as Schedule "C". All warranty protections are subject to the Performance Guidelines as adopted by the Program.

18. PURCHASER

The word "Purchaser" shall be deemed and be taken to mean each and every person or party, mentioned as a Purchaser herein to be the same one or more, whether there be 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 a proper reference even though the Purchaser may be an individual, 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. Where the Purchaser consists of more than one person or party, the signature or consent of any one of the Purchasers on a change order or amendment to this agreement will be deemed to be sufficient to bind all of the Purchasers thereto, and each of the Purchasers hereby authorizes the other Purchasers as their lawful agents for this purpose.

19. FREEHOLD LANDS

The Builder confirms to the Purchaser that the land on which the Unit is located is "freehold land", and not "leasehold land".

20. REGISTRATION OF CAVEAT

The Purchaser shall not be entitled to register a caveat against the condominium Unit being purchased.

21. EXCLUSIVE USE AREAS

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The Purchaser acknowledges and agrees that the following are deemed to be "Exclusive Use Areas":

- Patio area (if any) adjoining Units;
- Balconies (if any) attached to the Unit;

22. PRIVACY POLICY

The collection, use and disclosure of personal information is controlled and protected Provincially by the *Personal Information Protection Act* and Federally by the *Personal Information Protection and Electronic Documents Act*.

The Builder respects your rights regarding the protection of your personal information.

During the construction of your new home, the Builder has collected certain personal information from you. This information includes, but is not limited to:

- Name, address, telephone numbers, fax numbers and email address;
- The Purchase or Construction Agreement for the Unit, including all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase and construction of the Unit;
- Information from third party contractors, suppliers, consultants and lawyers who provided work or service to the Purchaser or the Builder with respect to the Unit.

This information is used for the following purposes:

- To provide to the Builder, and its various employees, servants, trades and sub-trades, with the information necessary in order to construct the Unit;
- To provide such information as may be necessary to the Purchaser's mortgage company in the event that the Purchaser is applying a mortgage;
- To enroll the Unit for the warranty coverages under the Alberta New Home Warranty Program;
- For conducting customer satisfaction surveys;
- For compiling historical data;
- To provide such information to related companies of the Builder as may be necessary in order to assist the Purchaser in either the financing of the purchase of the Unit, or in the sale of Purchaser's existing home.

The Builder will comply with its Privacy Policy. For more information about the Builder's Privacy Policy, please contact:

Calbridge Homes Ltd.
250, 221 - 19th Street SE
Calgary Alberta T2E 7M2
Attention: Privacy Officer
Phone: (403) 252-4333 Fax: (403) 253-4136

The Purchaser consents to the collection, use and disclosure of the Purchaser's information by the Builder for the purposes set out above and in the Builder's Privacy Policy.

23. RESTRICTION ON ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE, RESTRICTION ON SALE OF UNIT, AND BUILDER'S OPTION TO RE-PURCHASE THE UNIT

- (a) The Builder shall be entitled to assign its interest in this Agreement at any time, without the Purchaser's consent. The Purchaser is prohibited from assigning its interest in this Agreement without the prior written consent of the Builder, which consent may be arbitrarily withheld.
- In the event the Builder consents to an assignment of the Purchaser's interest, the Assignment Agreement must be in a form satisfactory to the Builder and must provide the Builder with any and all information required by the Builder in regard to the new purchaser. The Purchaser shall pay the costs of the Builder's legal counsel to review the Assignment Agreement, and the Purchaser shall pay the Builder an Assignment Fee of \$1,000. All fees are to be paid by the Purchaser at the time of execution of the Assignment Agreement.
- (b) The Purchaser hereby acknowledges and agrees that if, after acquiring title to the Purchaser's Unit, the Purchaser accepts a bona fide third-party offer to sell the Unit at any time during the period of 12 months from date of occupancy, in which the Builder is still selling other units in the Project as part of the Builder's Project sales campaign, the Builder shall have the sole and exclusive option to re-purchase the Unit from the Purchaser (exercisable by written notice given to the Purchaser within 45 days of the Builder having received from the Purchaser a notice in writing OF the Purchaser's acceptance of any such bona fide third-party offer, with a Closing Date to be 60 days from the date of exercise of the option to re-purchase by the Builder) free and clear of all encumbrances except those registered against the Unit by the Builder, upon payment to the Builder's solicitors for delivery to the Purchasers solicitors on appropriate trust conditions of an amount equal to the original Purchase Price for the Unit paid by the Purchaser to the Builder pursuant to this Agreement; plus any applicable GST. However, whether or not there is applicable GST, the Builder will not be obligated to refund any GST which may have been paid by the Purchaser on the original Purchase Price referred to in this Agreement.

Builder's Initials _____ Purchaser's Initial(s) _____

CALBRIDGE HOMES

- (c) The Purchaser further agrees that the Builder's option to re-purchase the Unit from the Purchaser outlined in paragraph (b) above constitutes an interest in land and that the Builder may register a caveat against title to the Unit relating to that option in priority to the transfer of land transferring the unit from the Builder to the Purchaser.

The caveat shall be discharged by the Builder once the Builder has sold all units in the Project.

Purchaser(s) Initials _____

24. **TIME OF THE ESSENCE**

Notwithstanding anything else herein contained, time shall be of the essence of this Agreement.

25. **ENTIRE AGREEMENT**

This offer and the acceptance of the Builder shall constitute the entire agreement between the parties and other than is specifically stated herein, there are no representations, conditions or warranties expressed or implied which form part of this agreement or upon which the Purchaser has relied. It is expressly agreed that all rights and obligations hereunder shall continue after conveyance and shall not merge in the transfer of title to the Unit. The Purchaser agrees that all actions, causes of action, claims or demands, against the Builder arising out of this Agreement shall be limited and restricted to the remedies provided in this Agreement.

26. **ASSIGNMENT**

The Purchaser shall not assign this agreement or any rights arising therefrom without the prior written consent of the Builder.

27. **SMS/TEXT MESSAGING**

The Purchaser hereby consents to receive SMS/text message solicitations for surveys from Avid Ratings Inc. and related matters from or on behalf of the Builder at the telephone number provided by the Purchaser to the Builder. The Purchaser understands that consent is not a condition of purchase or receiving a service and that Purchaser may revoke consent to receive SMS/text messages at any time.

Buyer Initials: _____

We want you and all our purchaser to be completely satisfied with their new home buying experience. Listening to our purchasers allows us to consistently refine and improve the homes and customer experience we deliver. As part of our ongoing commitment to provide the highest level of service, we would very much appreciate it if you could participate in a series of Customer Experience Assessment surveys by email or text from independent research firm Avid Ratings.

If you participate in an Avid survey (by email or text), you will receive one (1) entry into a random drawing for a chance to win one of five prizes: a preloaded gift card or check made payable to the winner with a value of \$500, \$400, \$300, \$200, or \$100 USD. Drawings take place and five potential winners are randomly selected every six months. Limit one (1) prize per person. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. Open only to invited customers of designated builders who are legal residents of the 50 US/DC and Canada (excluding Quebec), 18+ or the age of majority in your state/province/territory of residence. Odds of winning depend on the number of eligible entries received in each drawing period. Official Rules are available at <https://www.avidratings.com/sweepstakes/>. Void where prohibited. Skill testing question required for potential Canadian winners.

Builder's Initials _____ Purchaser's Initial(s) _____



ADDENDUM
Property Management Inclusion

Effective Date: _____

Between:

VENDOR: Calbridge Homes Ltd.

and

PURCHASER(S): _____

Whereas:

- A. The Vendor and Purchaser executed a AGREEMENT FOR PURCHASE AND SALE dated _____ (the "Agreement") for # _____, 250 Fireside View Cochrane AB within the Vantage Fireside townhome condominium project (the "Project"); and
- B. The parties have agreed to update the Agreement with the following in accordance with the terms and conditions of this Addendum;

Now therefore in consideration of the mutual covenants and agreements herein contained and for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties hereby agree as follows:

- 1. Unless otherwise specifically defined herein, capitalized terms shall have the meaning set out in the Agreement.

The Agreement is updated as follows:

It is acknowledged and agreed that the Vendor will provide 4 years (48 months) of Professional Property Rental Management to the Purchaser commencing at the Occupancy Date / Closing Date / Possession Date (to be determined) and expiring on the 48th month following. It is mutually agreed that the Vendor may provide these services directly to the Purchaser or contract a third party provider of these services to the Purchaser at the Vendor's their sole discretion. No notice or permission will be required to be obtained by the Vendor in the event that they contract the service to a third party. The scope of the included responsibility within the 48 Month Professional Property Rental Management will be the following: the inclusion of the initial acquisition of a tenant, monthly management for the term, and the provision of one turn over per year where by a new tenant would need to be acquired following the initial term tenancy. The Purchaser hereby agrees that in the case that there is more than one turnover per year during the 48 month term that the Vendor or its agents may charge for the additional services. Such services will be communicated at the time that they are triggered.

2. The foregoing paragraph(s) represent additional or replacement paragraph(s) to the Agreement and all other terms and provisions contained in the Agreement, save for those which are inconsistent with the terms and provisions of this Addendum, shall remain unchanged and in full force and effect in all respects and the parties hereby ratify, confirm and agree to continue to be bound by the terms of the Agreement as amended by this Addendum.
3. The terms and conditions of this Addendum shall become effective as of the date first above written.
4. This Addendum shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
5. If any paragraph, subparagraph, clause or subclause or other provision hereof shall be judged invalid, the same shall not affect the validity of any other paragraph, subparagraph, clause or subclause or other provision of this Addendum or the Agreement or constitute any cause of action in favour of either party as against the other.
6. This Addendum may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document and all such counterparts shall together constitute, and be construed as, one instrument. A signed counterpart provided by way of facsimile transmission or in .pdf or .jpeg format shall be as binding upon the parties hereto as an originally signed counterpart

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

Witness: _____

Purchaser: _____

Witness: _____

Purchaser: _____

VENDOR:
Calbridge Homes Ltd.

Per: _____

Per: _____

I/We have the authority to bind the corporation

Chester

1172 SQ FT

2

1½



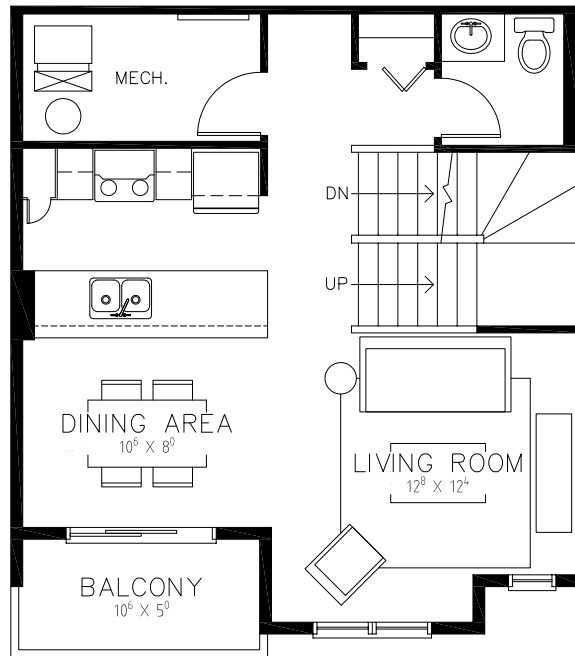
CRAFTSMAN ELEVATION

Elevation may differ from actual model or by community.
Please speak to Sales Representative for details.

CALBRIDGE
HOMES

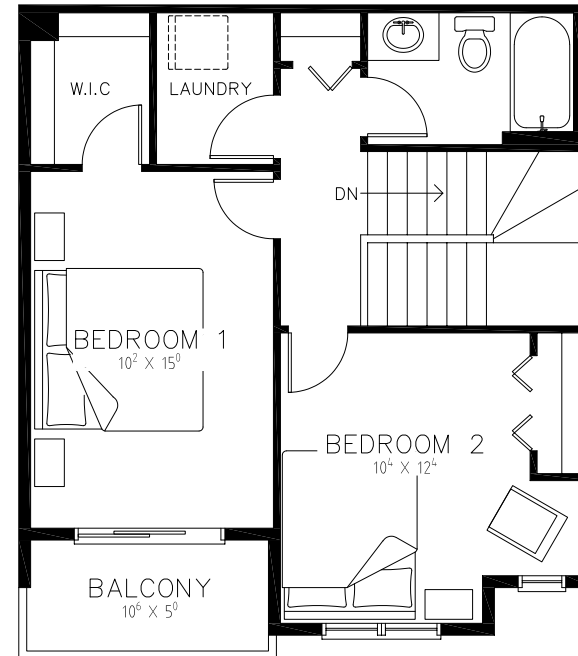
MAIN LEVEL

586 SQ FT



UPPER LEVEL

586 SQ FT



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CALBRIDGE HOMES

VANTAGE FIRESIDE SPECIFICATION SCHEDULE "A"

Part "A" of our specifications are specific for materials used to build
Refer to Release to Construction drawings for heights and measurements specific to job
*(Items with * specified below require a selection as per the predetermined color boards)*

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
 Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

EXTERIOR

Exterior Finish Premium colour horizontal and vertical siding, cedar style vinyl shakes,
 decorative accent trims, wood brackets and stone veneer detailing
 Elevations Exterior elevations as indicated on building plan
 Site Paved roads, curbs, sidewalks, common area lighting, water, sanitary and
 storm sewers as approved by Town of Cochrane
 Landscaping Comprehensive landscape plan and project irrigation system
 Fencing As per project plan
 Shingles Asphalt shingles with limited lifetime warranty
 Windows Energy efficient windows with low-maintenance vinyl or James Hardie
 board cladding as per construction drawings
 Patio (where applicable) Concrete patio with hose bib as per construction drawings (model specific)
 BBQ Deck (3-Storey) Covered BBQ deck opening from the kitchen area with aluminum railing,
 vinyl decking and a gas BBQ rough-in as per construction drawings (model
 specific)
 Parking (where applicable) Assigned by unit
 Garages (Rundle, Columbia, Aspen) Double attached (Rundle, Columbia only) or Single attached (Aspen only)
 garage as per construction drawings
 Garage Door (where applicable) Steel insulated overhead garage door with belt drive garage door opener
 and two remotes and a keyless entry pad
 Exterior Doors Fiberglass entry doors
 Exterior Walls 2x6 exterior wall construction
 Sheathing 3/8" sheathing on exterior walls and 7/16" sheathing on roof

INTERIOR

Windows Window types, sizes and locations as per plan, PVC jamb returns on
 interiors of all windows
 Insulation Exterior walls R-20, roof ceilings R-35, cantilevers and garage ceiling R-20,
 party walls R-12
 Interior Paint Pittsburgh Manor Hall, 1 wall color and 1 trim color included*
 Interior Ceiling Stipple texture
 Laminate Flooring Maestro Collection 7½" x 5/16" over sound solutions underlayment to
 Great Room, Kitchen, Dining Area, ½ Bath, and Front entry (specific to
 stacked bungalows only)
 Floor Tile 12"x24"* format with metal schluter to Ensuite, Main Bath, Laundry, and
 Front entry (3-Storey models only)
 Carpet Dwellings Collections with 8lb underlay to stairs Main to Upper,
 Upper Hallway and Bedrooms
 Interior Doors 6'8" Carrera or Riverside smooth finish doors
 Interior Door Hardware Weiser Winston lever or Athens knob (satin chrome)
 Baseboard 3 ¼" flat profile paint grade baseboards*
 Casings 2 ½" flat profile paint grade casing*
 Lighting Package As per project selection packages
 Switches & Plugs Decora (white)
 Closet Shelving White wire
 Stubwall Caps Paint grade*
 Handrails Paint grade with wood brackets

KITCHEN

Cabinets Choice of NexGen* shaker style doors and drawers
 with crown molding on upper cabinets, 36" high upper cabinets, full
 extension soft-closing metal tandem drawers, soft-closing door hardware*
 Cabinetry Interiors White melamine

CALBRIDGE HOMES

Cabinet Hardware.....	Richelieu & Marathon decorative pulls*
Countertops.....	Flat-lay laminate countertop, 1½ self edge*
Pantry Shelving.....	White wire tightmesh shelving
Kitchen Faucet.....	Delta Osler (#976LF) (Chrome)
Kitchen Basin.....	Blanco Horizon 2.0 (#401250) (Stainless Steel)
Wall Tile.....	3x6 tile* to underside of cabinet uppers and OTR, with vinyl schluter
Appliances.....	Samsung Glass Top electric range (#NE59M4320SS)
.....	Samsung 33" French door, bottom freezer, cabinet depth
.....	refrigerator (#RM18HFENBSR)
.....	Samsung 24" dishwasher (#DW80R2031US)
.....	Samsung OTR microwave (#ME16K3000AS)
Appliance Color.....	Stainless steel
Kitchen Island Outlet.....	As per construction drawings

BATHROOMS

Cabinets.....	Choice of NexGen* shaker style doors and drawers (model specific, as per layout)
Cabinet Drawers.....	Drawers to cabinets included as per layout
Countertops.....	Flat-lay laminate countertop, 1½ self edge*
Wall Tile.....	6" high row of 3x6 tile* applied at vanity and surrounding sides of tub/shower, 9" high row along top of tub/shower; all with vinyl schluter
Plumbing Fixtures.....	Delta Classic (#2520LF-A-ECO) (Chrome)
.....	Delta Classic (#T13420-SOS-CDN) (Chrome)
.....	American Standard Colony (#0346.403.020) (White)
.....	American Standard Colony (#221D104.020) (White)
.....	Maax fiberglass unit TSEA Plus (#105674-L/R) (White)
Lower Bath (in a completed home).....	Hytec 3060/3061 with 3x6 tile* applied to 3 surrounding walls to ceiling height
Bathroom Mirrors.....	Vanity width mirror to upper floor baths, 42" high
Half Bath Pedestal (if applic.).....	American Standard Evolution (0468800.020)
Half Bath Mirror.....	Rectangular 24x36 mirror in half bath
Bathroom Hardware.....	Taymor Infinity or Yates (Chrome)
Shower Rod.....	Curved (Chrome)
Bathroom Outlets.....	Electrical outlets in bath controlled by one GFI
Bathroom Vent.....	Exterior vented fan in all bathrooms

MECHANICAL

Location.....	As per construction drawings
Hot Water Tank.....	65 US gallon (246 liters) electric hot water tank
Furnace.....	High efficiency natural gas forced-air furnace
Thermostat.....	Honeywell PRO 2000 programmable thermostat
Humidifier.....	L40 pan-type humidifier
Smoke/Carbon Monoxide Detectors.....	All levels that contain sleeping areas and if attached garage is present (as required by code)
Cable and Phone Outlets.....	Pre-wire for (3) cable and (1) phone outlets – as per plan
Electrical Panel.....	100 amp 64 circuit panel
Doorbell.....	Front door chime – location as per plan
Laundry.....	Hot/cold taps in laundry area

GENERAL

NEW HOME WARRANTY

Calbridge Homes Ltd. warrants that the Home has warranty protection provided by the Alberta New Home Warranty Program. Warranty protections provided by the Program shall be in accordance with the New Home Buyer Protection Act (NHBPA) and covers a mandatory minimum of the following protections;

- I. 1 Year Workmanship and Material;
- II. 2 Year Delivery and Distribution Systems;
- III. 5 Year Building Envelope Coverage;
- IV. 10 Year Structural Coverage

Calbridge Homes Ltd. provides scheduled warranty/service inspections at 30 days, 3 month and 12-month intervals during the first year of possession of the home.

Purchasers Initial/s _____

MATERIAL CHANGES

CALBRIDGE HOMES

Calbridge Homes Ltd. reserves the right to substitute material equal to, or better quality at their own discretion, upon notification to the customer.

Purchasers Initial/s _____

ARCHITECTURAL COMPLIANCE

Home exterior (including colors), grading and site requirements are subject to approval of the developers review committee and may require changes, additions, or modifications. These changes, additions, or modifications may affect the purchase price. It is the purchasers' responsibility to pay any of these additional costs.

Purchasers Initial/s _____

GENERAL

Any unused portion of the allowances within the Schedule "A" or averages listed in Schedule "A" will not have credits applied to them. Allowances within "Schedule A" are non-transferable to any other trade or scope of work. Removal or deletion of standard offered items within Schedule A are not eligible for credits or discounts. Calbridge Homes Ltd. reserves the right to supply and install standard default materials as outlined in these building specifications if the customer has not completed their selections within the scheduled timeframe for such selections. Any items upgraded with our trade/supplier partners, based on Calbridge Homes Ltd. processes, become the sole responsibility of the purchaser(s) and trade/supplier partner. Any upgraded items that alter or delay the construction timeframes will incur additional carrying costs of \$300.00 per day in addition to an administration charge of \$500.00. Fees will not be applicable to purchasers when trades and suppliers are at maximum capacity and cannot meet scheduled timelines.

Any plan changes made after the agreement has been accepted will be subject to a \$500 administration fee per item. This is in addition to the costs associated with the change.

Purchasers Initial/s _____

IMPORTANT INFORMATION

It should be understood that **NO FRAMING OR STRUCTURAL CHANGES** will be accepted other than for the items outlined in Schedules "A", "B", "E", "F", "G", "H", "L", "W" or any other attachments to the offer to purchase. It should be understood that Calbridge Homes Ltd. will **REFUSE ANY CHANGE REQUESTS** not outlined in Schedule "A", "B", "E", "F", "G", "H", "L", "W" or any other attachments to the offer to purchase at their own discretion. It should be understood that any materials added or deleted from the home that do not form part of or are not included in the original Purchase Agreement shall be refused installation or deletion until after the possession date. Any alterations made to the home during construction to accommodate these items is strictly forbidden.

Purchasers Initial/s _____

I (we) hereby acknowledge that the signed purchase contract, these specifications, the signed plans, the authorized extras to contract form the entire agreement and that any verbal representations of this agreement are not valid.

THE PURCHASER HAS READ AND ACCEPTS THE TERMS AND CONDITIONS OF THIS SCHEDULE

Purchaser

Date

Co-Purchaser

Date

Sales Representative

Date

Calbridge Homes Ltd. – Management Acceptance

Date



authenticity

1. the quality of being genuine; real
2. an origin supported by unquestionable evidence; verified
3. one's true nature or beliefs



Authenticity is rarely found in grand gestures. Not in lightning strikes or fireworks in the sky. It is a deep-rooted, quiet stirring, an invitation to be the only you there was ever meant to be.

It's the clearing away of all that is not you, peeling back the layers until you discover what was deep in the beginning. It's allowing yourself to be truly known and loved, as well as really knowing and loving someone else.

It's the willingness to stand alone in doing what you believe is right, even when what's right isn't a popular choice.

Authenticity can't be copied. It can't be fake. It withstands shifting sand. It resists comparison. It defies seeing yourself as who you are less than or who you're not. It's acknowledging the difference between what is fake and what is real. Because when we are real, shabbiness won't matter. Lack will disappear. Falling short will lose its foothold.

So your time is now. To welcome in the light that is all your own. To dive deep into the glorious reality of who you are meant to be.

Let's not hurry, let's not hesitate—in finding the one life we were born to claim.



Jun-19

Vantage Stacked Townhouses of Fireside

Upgrade Chrome Package



EXTERIOR WALL
4484BLK



EXTERIOR CEILING
SLIM4BP3KBK



MASTER STORAGE
IVL157B01CH



ENTRY/HALLS/WIC/BED 2&3
331-112CH-OP (12" DIA)

[SEE ATTACHED SPEC SHEET](#)

MASTER BED
341-116CH-OP (16" DIA)



DINING
ICH579B06CH



KITCHEN ISLAND (SMALL A & B only)
RECTPAN32CH + 3X IPL556B01CH (32" LONG)



KITCHEN/ DESK TRACK
IT406A03CH10



2PC BATH
IVL774A02CH



MAIN BATH
IVL774A03CH



MASTER BATH
IVL774A04BK

NOTE:
THESE PLANS AND SPECIFICATIONS ARE
NOT TO BE USED OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF
VANTAGE FIRESIDE



FRONT ELEVATION



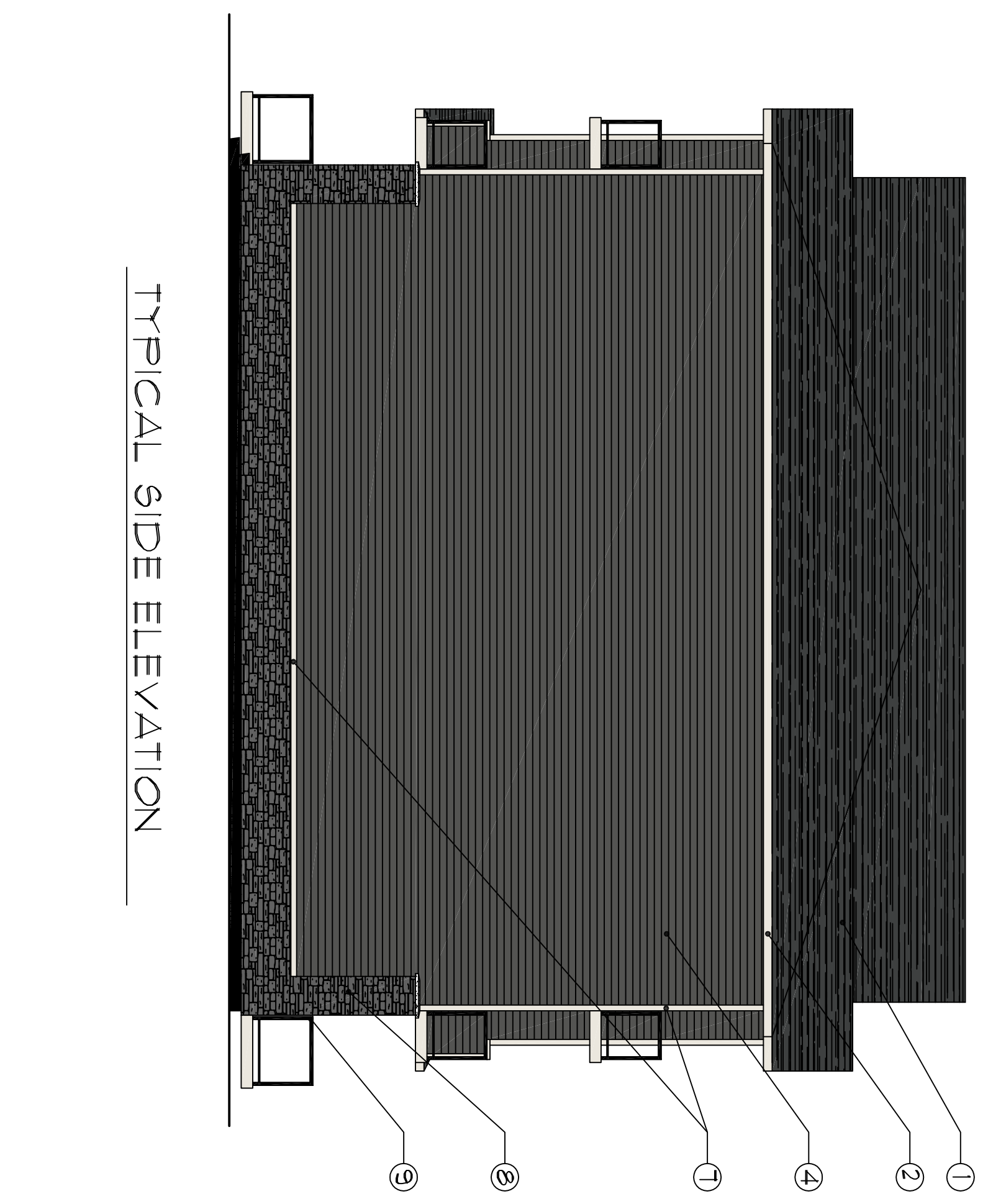
REAR ELEVATION

EXTERIOR MATERIALS & COLORS

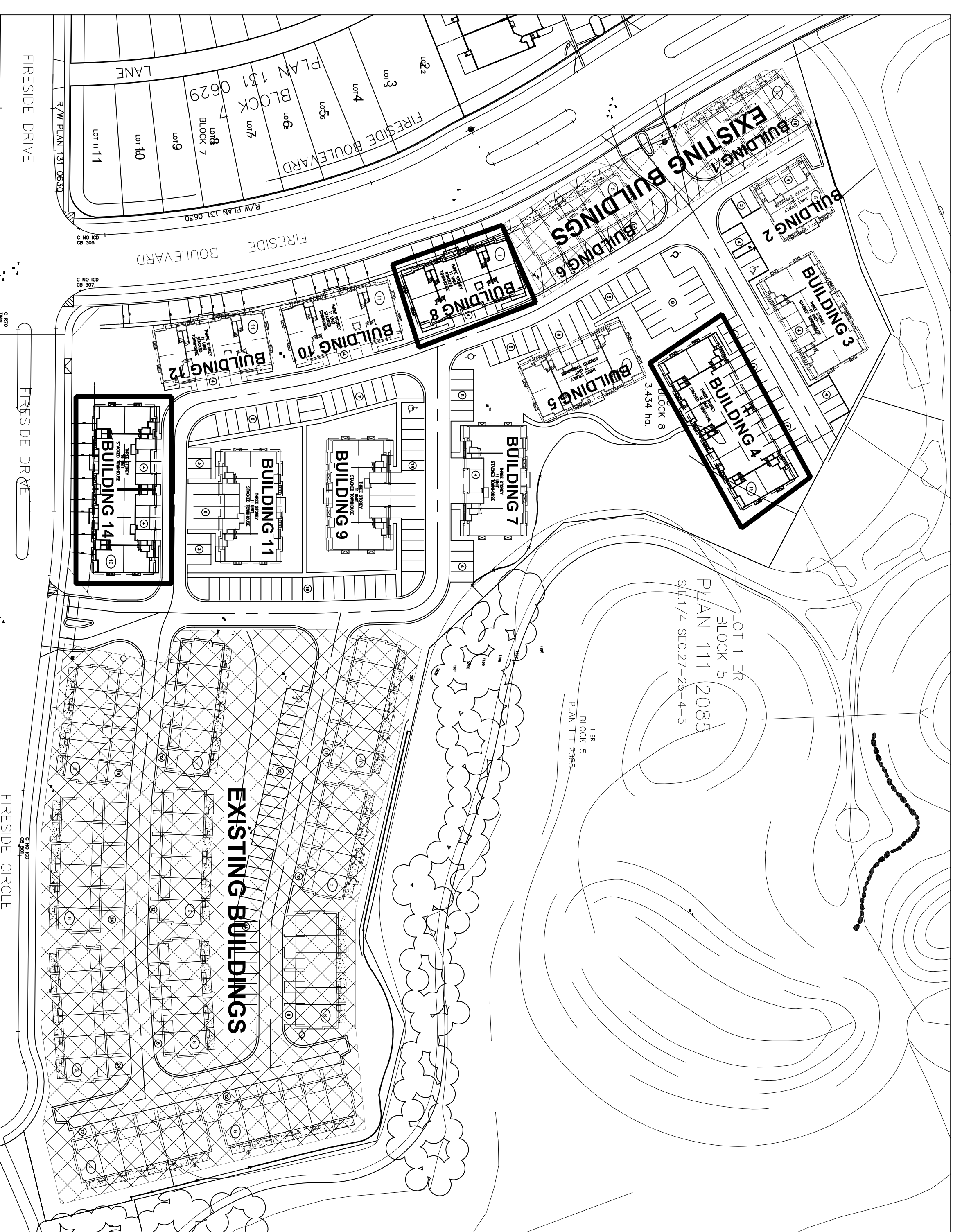
- | | | |
|---------------------------|----------------------|---------------|
| MATERIAL: | MANUFACTURER: | COLOR: |
| 1. ASPHALT SHINGLES | OMENS CORNING | ONYX BLACK |
| 2. ALUMINUM FASCIA | HONARCH | ROYAL LINEN |
| 3. ALUMINUM SIDING | GENERAL PAINT | ROYAL LINEN |
| 4. HORIZONTAL WOOD SIDING | ROYAL JOURNEYMAN | ROYAL LINEN |
| 5. VERTICAL SHAKE SIDING | GENERAL PAINT | ROYAL LINEN |
| 6. COMPOSITE WOOD PANEL | GENERAL PAINT | ROYAL LINEN |
| 7. COMPOSITE WOOD TRIM | ELDORADO STONE | ALCO |
| 8. STONE VENEER | ALCO | GENERAL PAINT |
| 9. ALUMINUM RAILING | GENERAL PAINT | GENERAL PAINT |
| 10. EXTERIOR DOORS | GENERAL PAINT | GENERAL PAINT |
| 11. EXTERIOR DOORS | GENERAL PAINT | GENERAL PAINT |
- NOTE: ESSENTIALLY TO THE COLORS START AT LEFT OF BUILDING ↓
- | |
|-----------------------------|
| A. TURTLE MOUNTAIN - C10931 |
| B. SHERD COTTAGE |
| C. BAY OF HAVY C12716A |
| D. ESTATE - C13266A |
| E. DON NUT C13271N |

COLOR PALETTE LOCATION MAP

- | | |
|-----------------------------|-------------------------|
| COLOR BOARD: | BUILDING NUMBER: |
| • WAINUT COLOR BOARD (CB1) | 2, 1, 11 |
| • GRANITE COLOR BOARD (CB2) | 4, 4, 8 |
| • GRANITE COLOR BOARD (CB3) | 3, 12 |
| • GRANITE COLOR BOARD (CB4) | 3, 12 |



TYPICAL SIDE ELEVATION



VANTAGE
FIRESIDE
EXTERIOR
COLORS

VANTAGE FIRESIDE
SPECIFICATIONS

"RONSTONE"
COLOR BOARD
CB 2

LAST REVISED:
AUGUST 22, 2016

PROJECTED BY: JF
SCALE: NTS

SCHEDULE "B" Addendum

(Forms part of the New Home Purchase Agreement)

Job fs5m-140-002	Phone
Customer Name	Fax
Municipal Address 1402-250 Fireside View Cochrane, AB	Email

Model	Chester (E)		
Style	Elevation		
Area	Vantage FS Phase 2		
Lot 0002	Block 140	Phase	Plan

Option		QTY
Finishing		
1	Bath Hardware Selection A <i>Taymor Infinity polished chrome bath hardware has been selected. Towel bar & paper holder applicable for each bathroom.</i> Location:	1.00
2	Interior Door Hardware Selection A <i>Wesier Athens (knob) brushed chrome has been selected, applicable throughout.</i> Location:	1.00
3	Interior Door Profile Selection A <i>Riverside 5-panel smooth finish doors have been selected, applicable throughout.</i> Location:	1.00
Cabinets		
4	Cabinetry Door Selection A <i>Off-white tone cabinetry has been selected. Refer to Selection Board option for further details.</i> Location:	1.00
Lighting		
5	Chester Upgraded Lighting Package <i>CHROME</i> Location:	1.00
Selection B#1		
6	SB1 Upg Kitchen Backsplash <i>Upgrade kitchen backsplash as per colour board selected.</i> Location:	1.00
7	SB1 Upg Kitchen Laminate to Quartz Countertop <i>Upgrade laminate countertop top to 1 1/4" granite/quartz with standard edge profile. Colour to be as per colour board selected. Option is for the kitchen location only, bath vanities must be upgraded separately. Price includes upgrade to Blanco Horizon U2 SS 2 bowl undermount sink & undermount kitchen sink cutout.</i> Location:	1.00

SCHEDULE "B" Addendum

(Forms part of the New Home Purchase Agreement)

Job fs5m-140-002

Customer Name

Municipal Address 1402-250 Fireside View
Cochrane, AB

Phone

Fax

Email

Model Chester (E)

Style Elevation

Area Vantage FS Phase 2

Lot 0002 **Block 140** **Phase** **Plan**

	Option	QTY
8	SB1 Upg Bath Vanity Laminate to Quartz Countertop <i>Upgrade laminate countertop top to 1 1/4" granite/quartz with standard edge profile. Colour to be as per colour board selected. Option to be used for bathroom individually, kitchen and basement laminate countertops must be upgraded separately. Price includes upgrade to AS Ovalyn (#0496221.020) undermount vanity sink & undermount sink cutout.</i> Location:	2.00
9	SB1 Upg to Carpet Option #2 <i>Carpet option #2 has been selected for all carpeted areas as per the plan. Colour and style as per selection board selected.</i> Location:	1.00

Administration

SCHEDULE "B" Addendum

(Forms part of the New Home Purchase Agreement)

Job fs5m-140-002

Customer Name

Municipal Address 1402-250 Fireside View
Cochrane, AB

Phone

Fax

Email

Model Chester (E)

Style Elevation

Area Vantage FS Phase 2

Lot 0002 **Block** 140 **Phase** **Plan**

Option	QTY
10 Selection Board #1-Sand <i>SELECTION BOARD #1</i> <i>Interior Selections applied to this home are to follow Selection Board #1.</i> <i>Categories outlined below are relative to INCLUDED materials and finishes only. Refer to specific categories for potential upgrades.</i> <i>CABINETRY - *choice must be selected in subsequent option*</i> <i>A ML4741 Latitude North</i> <i>B ML4459 Dark Chocolate</i> <i>Drawer Hardware Sides: White (metal)</i> <i>Drawer Hardware Base: White</i> <i>Cabinet Interiors: White</i> <i>Hardware: 9635-128-BNI</i> <i>Crown: R6</i> <i>INTERIOR FINISHING - *choice must be selected in subsequent option*</i> <i>Interior Door Profile</i> <i>A Riverside 5-panel</i> <i>B Carrera 2-panel</i> <i>Door Hardware</i> <i>A Wesier Athens (knob), brushed chrome</i> <i>B Weiser Winston (lever), brushed chrome</i> <i>Bath Hardware</i> <i>A Taymor Infinity, polished chrome</i> <i>B Taymore Yates, polished chrome</i> <i>COUNTERTOPS - *upgrades must be added in subsequent options*</i> <i>A Laminate: Formica Platinum Matte Finish 902-58</i> <i>B Quartz: Polaire, G09 (UPGRADE)</i> <i>FLOOR VENTS</i> <i>White: Tile</i> <i>Taupe: Carpet & Strip Flooring</i> <i>FLOORING & WALL TILE - *upgrades must be added in subsequent options*</i> <i>Strip Flooring</i> <i>A Maestro - Dolce (5/16" thickness)</i> <i>B Coastline - Lost at Sea (1/2" thickness) (UPGRADE)</i>	1.00

SCHEDULE "B" Addendum

(Forms part of the New Home Purchase Agreement)

Job fs5m-140-002

Customer Name

Municipal Address 1402-250 Fireside View
Cochrane, AB

Phone

Fax

Email

Model Chester (E)

Style Elevation

Area Vantage FS Phase 2

Lot 0002 **Block** 140 **Phase** **Plan**

Option

QTY

Carpet

A DW125 Groundwork Plus - 835 Cinder

B DW060 All Star - 945 Ash (UPGRADE)

Floor Tile

A #3 Brasilia Concreto Cinza 12x24, Stacked, Satin Nickel, Mapei 01

Alabaster

B #1 Mayfair Calacatta Oro Polished 12x24 CA892; Stacked, Satin Nickel, Mapei 77+ Frost (UPGRADE)

Kitchen Wall Tile:

A Feng Shui Glossy White 3x6 OWO11, Horizontal, 50/50 offset, Vinyl Bright White, Mapei 77+ Frost

B #8 Volkan Herringbone - White Matte, Horizontal, Stacked, Vinyl Light Grey, Mapei 77+ Frost (UPGRADE)

Bathroom Vanities:

Feng Shui Glossy White 3x6 OWO11, Horizontal, 50/50 offset, Vinyl Bright White, Mapei 77+ Frost

Tub/Shower Surround:

Feng Shui Glossy White 3x6 OWO11, Horizontal, 50/50 offset, Vinyl Bright White, Mapei 77+ Frost

3 rows at top of surround

PAINT

Wall Color - to match Benjamin Moore Collingwood 859

Trim Color - Pittsburgh Paints Delicate White PPG1001-1

Location:

SCHEDULE "B" Addendum

(Forms part of the New Home Purchase Agreement)

Job fs5m-140-002

Customer Name

Municipal Address 1402-250 Fireside View
Cochrane, AB

Phone

Fax

Email

This change order shall have no force or effect until approved and signed by an authorizing signing officer of the Builder. Any change or special request no noted on this document is not contractual. The purchase acknowledges that he/she has read and understands this Consolidation Agreement and has accepted the terms contain herein. The above description of changes have been authorized by the Purchaser this _____ day of _____, 20_____ .

Purchaser: _____

Witness: _____

Purchaser: _____

Builder: _____



HOME WARRANTY INSURANCE POLICY (SAMPLE)

SCHEDULE "C"

Please read this Policy carefully as it contains important information about your home warranty insurance coverage. ***This Policy contains a clause which may limit the amount payable.***

A. DEFINITIONS

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

- (a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;
- (b) "Act" means the *New Home Buyer Protection Act*;
- (c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;
- (d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;
- (e) "Common Facilities" means:
- (i) property managed by a condominium corporation pursuant to its bylaws; and
 - (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
 - (A) the Building Envelope;
 - (B) a Delivery and Distribution System that serves two or more units;
 - (C) a load-bearing part;
 - (D) any Common Property as defined in section 14(1)(a) of the *Condominium Property Act*; and
 - (E) any area subject to an easement in favour of another unit;whether or not that unit or portion of a unit is intended for residential occupancy;
- (f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act*;
- (g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
- (i) are contrary to the Alberta Building Code;
 - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
 - (iii) constitute an unreasonable health or safety risk; or
 - (iv) have resulted in material damage to the New Home;
- (h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;
- (i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act* (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:
- (i) private sewage disposal systems that:
 - (A) serve a single property;
 - (B) are designed to receive no more than 25 m³ of sewage each day; and
 - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
 - (ii) all components of a Delivery and Distribution System in the New Home that are:
 - (A) present on the Commencement Date of this Policy; and
 - (B) installed during construction by the Residential Builder of the New Home;but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;
- (j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;
- (k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address www.anhwp.com/homeowner;

- (l) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (m) "New Home" means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:
- (i) a self-contained dwelling unit that:
 - (A) is detached;
 - (B) is attached to one or more other self-contained dwelling units; or
 - (C) includes a secondary suite;
 - (ii) Common Property, Common Facilities and other assets of a condominium corporation;
 - (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
 - (iv) a building that is intended for residential occupancy and that is a Reconstruction; and
 - (v) a manufactured home;
- but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations from the definition of New Home;
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the *Alberta Rules of Court* (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. WARRANTY INSURANCE COVERAGE

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

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

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

C. INSURANCE POLICY TERMS

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

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

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

D. COVERAGE EXCLUSIONS AND EXEMPTIONS

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

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

E. LOSS OR DAMAGE EXCLUSIONS

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

- (a) contractual related issues between the Insured and the Residential Builder;
- (b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (c) normal shrinkage of materials caused by drying after construction;
- (d) substantial use of the residence for non-residential purposes;
- (e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
- (i) acts of nature;
- (j) bodily injury, disease, illness or death resulting from any cause;
- (k) damage to personal property or real property that is not part of a New Home;
- (l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
- (m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- (n) diminished value of a New Home or any component of a New Home;
- (o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
- (q) fire, explosion, smoke, flooding or sewer back-up;
- (r) loss of income or opportunity;
- (s) loss of enjoyment, use or benefit of the New Home;
- (t) inconvenience or distress to the owner; and
- (u) any professional fees, including legal, consulting or medical costs.

F. POLICY TERMINATION

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

In the event the Warranty Provider terminates this Policy:

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

G. TRANSFER OF WARRANTY INSURANCE COVERAGE

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

The remaining coverage under this policy shall be automatically transferred to the subsequent owner or condominium corporation, as applicable, subject to the terms and conditions of this policy, at which point such subsequent owner or condominium corporation shall be considered the Insured and shall be bound to comply with all obligations of the Insured and be subject to all provisions of this policy. Whether or not it is disclosed to a subsequent Insured by the Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

H. INSURED OBLIGATIONS

The Insured shall:

- (a) adhere to all timelines outlined in this policy;
 - (b) notify the Warranty Provider of any change in the Municipal Address and/or the Legal Description of the New Home in accordance with section J below;
 - (c) with the exception of Policy Condition K.(c) regarding mitigation, the Insured will not undertake any unilateral action or remedy regarding the repair or replacement of any Defect or Structural Defect without the specific prior written consent of the Warranty Provider; and
 - (d) further to Policy Condition K.(d) regarding entry and control, when necessary, allow the Warranty Provider or their Accredited Representatives access to the New Home for the purpose of assessing, repairing and/or replacing any Defect or Structural Defect, Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm, or at an alternate time as mutually agreed between the Warranty Provider or their Accredited Representatives and the Insured.
- The Warranty Provider shall be subrogated, with respect to any payment made to repair a Defect or Structural Defect, to all the rights of recovery of the Insured against any person who may be responsible for the Defect or Structural Defect and may bring an action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

I. CLAIM ASSESSMENT AND DISPUTES

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

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

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

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

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

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

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

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

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

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

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

J. NOTICE

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

If to the Insured:
Attention: Homeowner
Email:
Facsimile:

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

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

K. POLICY CONDITIONS

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

(a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

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

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

(b) WHO MAY GIVE NOTICE AND PROOF

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

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

(c) MITIGATION

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

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

(d) ENTRY AND CONTROL

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

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

(e) MATERIAL CHANGE IN RISK

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

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

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

(f) IN CASE OF DISAGREEMENT

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

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

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

(g) TRANSFER OF TITLE

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

(h) ADDITIONAL LIVING EXPENSES

If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Insured will be payable by the Warranty Provider to the Insured to a maximum of \$150.00 per day or such greater amount as may be established from time to time by the Superintendent of Insurance. The total amount payable under this Condition shall not exceed \$15,000.00 for each period of time the home is uninhabitable while warranty coverage is in effect.

(i) WARRANTY OF REPAIRS OF DEFECTS

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

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

(j) NOTICE

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

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

L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS

(a) Detached Single Self-Contained Dwelling Unit

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

not including land value, interest and costs.

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

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

- (A) \$130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
- (B) \$3,300,000.00,

not including interest and costs.

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

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

(iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

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

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

- (A) the original price paid to the Residential Builder; and
- (B) \$265,000.00,

not including land value, interest and costs.

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

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

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

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

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and

(ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

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

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

POLICY LIMITS

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

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

not including land value, interest and costs.

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

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

M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:



MULTIPLE FAMILY DWELLING DEPOSIT PROTECTION INSURANCE POLICY (SAMPLE)

SCHEDULE "D"

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

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

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

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

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

Maximum Coverage Limit: The limit of liability of the Warranty Provider under the Condominium Deposit Protection Insurance Policy is the lesser of: Fifty Thousand (\$50,000.00) Dollars OR One Million Five Hundred Thousand (\$1,500,00.00) Dollars, divided by the number of New Units within the Condominium Plan that have been enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage.

TERMS & CONDITIONS

A. DEFINITIONS

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

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

(j) "Program Provider" means NHWICC is authorized to operate a Purchaser's Protection Program, as approved by the Minister under section 14(10) of the Act;

(k) "Protection Period" means in the case of a New Unit, other than the common property or common facilities in a building, beginning on the earlier of:

- (A) the date the New Unit is first occupied; and
- (B) the date an accredited agency, accredited municipality or accredited regional services commission grants permission to occupy the New Unit;

(l) "Purchaser's Protection Program" means a plan, agreement, scheme or arrangement that meets the requirements of section 67 of the Act;

(m) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;

(n) "The New Home Warranty Insurance (Canada) Corporation" means NHWICC;

(o) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. DEPOSIT PROTECTION INSURANCE

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

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

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

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

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

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

Once the Claim is paid:

- (a) if any amount remains available of the Maximum Coverage Limit for Deposit Protection Insurance ; and
- (b) the Insured incurs reasonable legal fees directly related to the Claim as determined by the Warranty Provider; then the Warranty Provider may apply the available remaining amount of the Maximum Coverage Limit for Deposit Protection Insurance directly to the reasonable legal fees incurred and shall indemnify the Insured in respect of such fees up to a maximum of \$5,000.00.

C. PURCHASER'S PROTECTION PROGRAM

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

- (a) it is a Program Provider of a plan, agreement, scheme or arrangement approved by the Minister;
- (b) its address is 30, 301 Springborough Boulevard S.E., Calgary, Alberta, T3H 0N9;
- (c) the Residential Builder, the New Unit and the Condominium Plan are enrolled by NHWICC;
- (d) benefits under the Maximum Coverage Limit take effect upon the date NHWICC receives written confirmation from the Residential Builder and Prescribed Trustee of the initial deposit paid to the Residential Builder by the Insured and confirmation the deposits have been placed into a Designated Trust Account with the Prescribed Trustee;
- (e) upon confirmation of paragraph C.(d) above, benefits under the Coverage Period take effect upon payment of the initial deposit under the Agreement and expires upon the start of the Protection Period.

D. INSURED OBLIGATIONS

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

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

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

E. GENERAL

The Insured shall:

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

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

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

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

F. LIMITS AND EXCLUSIONS

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

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

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

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

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

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

G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

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

This Policy may be assigned by the Warranty Provider. If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, and the New Unit is available for completion by an alternate Residential Builder, this Policy may, at the option of NHWICC, be assigned to the alternate Residential Builder.

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

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

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

H. POLICY TERMINATION

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

I. NOTICE

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

If to the Insured:

Attention: Unit Owner

Email:

Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation

301, 30 Springborough Boulevard SW

Calgary, Alberta, T3H 0N9

Attention: Contact Centre

Email: contactcentre@nhwicc.com

Facsimile: (403) 253-5062

Homeowner Portal Address: www.anhwp.com/homeowner

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

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

J. IN CASE OF DISAGREEMENT

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

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

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

K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

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

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

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

CALBRIDGE HOMES

CONSENT OF AUTHORIZATION AND SIGNATURE SCHEDULE "F"

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

I _____ do hereby authorize _____ to authorize and or act on my behalf with regards to any documentation presented by the Builder (Waivers, Change Orders, Warranty Documents) to the Purchaser(s) without my signature.

Purchaser

Date

I _____ do hereby authorize _____ to authorize and or act on my behalf with regards to any documentation presented by the Builder (Waivers, Change Orders, Warranty Documents) to the Purchaser(s) without my signature.

Co-Purchaser

Date

CALBRIDGE HOMES

SUPPLIER & TRADE RELATIONS SCHEDULE "G"

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

Calbridge Homes Ltd. has carefully selected its Suppliers and Trades based on quality, reputation, pricing and commitment to our company.

To sustain Calbridge Homes Ltd.'s uncompromising standards for quality, as well as to guarantee that all Trades and Suppliers operate in accordance with Calbridge Homes Ltd.'s Trade Agreement between the contractor and contractee, Calbridge Homes Ltd. does not under any circumstances allow or employ unauthorized Trades or Suppliers to enter its jobsites or to conduct/perform work of any nature on its homes. Any Supplier or Trade working on your home has been approved by Calbridge Homes Ltd. prior to commencing the job.

Calbridge Homes Ltd. also does not permit its Purchaser(s) to conduct or authorize work of any kind on its homes prior to taking possession.

Purchaser(s) are allotted a specified amount of days to confirm all selections. This deadline will be confirmed and signed off by the Purchaser(s) with the preferred Calbridge Homes Ltd. Supplier. Should the Purchaser(s) default and not meet the signed upon deadline by signing off on all selections, Calbridge Homes Ltd. reserves the right to make all interior selections on behalf of the Purchaser(s), based on Calbridge Homes Ltd. standards and specifications.

_____ Purchaser	_____ Date
_____ Co-Purchaser	_____ Date
_____ Sales Representative	_____ Date
_____ Calbridge Homes Ltd. – Management Acceptance	_____ Date

CALBRIDGE HOMES

SITE SAFETY SCHEDULE "H"

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

I/We, the undersigned, have read, understand and agree that the Site identified above and herein referred to as The Site, is a potentially dangerous area, and that Calbridge Homes Ltd., herein referred to as The Builder, by giving permission to the undersigned to visit The Site, accepts no responsibility with respect to any loss, injury or damages suffered by the undersigned, any member of the undersigned's family or any invitee or licensee of the undersigned. Furthermore, the undersigned, any member of the undersigned's or invitee or licensee of the undersigned agrees to comply with all current Alberta Occupational Health and Safety Standards, and while on The Site, wear personal protection equipment as set for in the Alberta Occupational Health and Safety Standards.

Site visits are restricted to Purchasers listed on the contract only, and Purchasers shall under no circumstances provide instruction to the Builder's Contractors or Employees. Any questions or concerns are to be communicated directly to your Sales Representative. Appointments to enter the site and view your home must be made through your Sales Representative during showhome hours. A sign-in sheet is required, and you will be given an access key if required. Typically, site visits should not take more than 30 minutes at which time the key needs to be returned and sign-out sheet signed. A number you can be reached at should be left with the Sales Representative if you are visiting the home alone.

During the construction of your home, you will be making several different visits throughout various stages of construction. Site safety is very important to us and we ask you follow a few simple guidelines when visiting your new home.

- ✓ **Proper safety attire must be worn (safety shoes, hard hats)**
- ✓ **Site visits are restricted to Purchasers listed on the Purchase Contract only**
- ✓ **No one under the age of 18 is allowed on the job site**
- ✓ **You must notify your Sales Representative and sign in and out when visiting your new home**
- ✓ **Site visitation is only permitted during showhome hours**

To ensure that the quality and security of your new home is maintained, the locks will be changed when nearing the end of construction.

_____ Purchaser	_____ Date
_____ Co-Purchaser	_____ Date
_____ Sales Representative	_____ Date
_____ Calbridge Homes Ltd. – Management Acceptance	_____ Date

CALBRIDGE HOMES

AVID RATINGS DISCLOSURE STATEMENT SCHEDULE "M"

Purchaser(s): _____ Municipal Address: _____
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

Community _____

Cell phone number _____

Email address _____

We want you and all of our customers to be completely satisfied with their new home purchase experience. Listening to our customers allows us to consistently refine and improve the homes and customer experience we deliver. As part of our ongoing commitment to provide the highest level of service, we would very much appreciate it if you could participate in a series of Customer Experience Assessment surveys by email or text from independent research firm Avid Ratings. This request for consent to communicate with you in connection with the Customer Experience Survey is made by Calbridge Homes on its own behalf and on behalf of Avid Ratings.

q You agree to participate by email or text. By checking this box, providing your email address and cell phone number above and signing where indicated below, you agree to receive emails from Calbridge Homes (and from Avid Ratings on behalf of Calbridge Homes) about and related to the surveys and your purchase. **You understand that your consent is not required and is not a condition of any purchase.** Standard text message and data rates apply. Not all carriers covered. You can always reply STOP to the text message to stop getting these messages (you will be sent a confirmation message), or by contacting Avid Ratings at 1-800-851-5823 or email at support@avidratings.com. Reply HELP for help.

You further understand that your information will be used as described here and in Calbridge Homes Privacy Policy and Avid Ratings' privacy policy, as applicable, and available at <https://www.avidratings.com/privacy-policy/>.

Regardless of how you participate, you can withdraw your consent to further messages at any time through the applicable unsubscribe mechanism.

If you participate in an Avid survey (by email or text), you will receive one (1) entry into a random drawing for a chance to win one of five prizes: a preloaded gift card or check made payable to the winner with a value of \$500, \$400, \$300, \$200 or \$100 USD. Drawings take place and five potential winners are randomly selected every six months. Limit one (1) prize per person. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. Open only to invited customers of designated builders who are legal residents of the 50 US/DC and Canada (excluding Quebec), 18+ or the age of majority in your state/province/territory of residence. Odds of winning depend on the number of eligible entries received in each drawing period. Official Rules are available at <https://www.avidratings.com/sweepstakes/>. Void where prohibited. Skill testing question is required for potential Canadian winners.

Thank you for your consideration and, if you consent, for participating in providing this very important feedback.

Purchaser

Date

Co-Purchaser

Date

Sales Representative

Date

Calbridge Homes Ltd. – Management Acceptance

Date

CALBRIDGE HOMES

WARANTY PARAMETERS SCHEDULE "W"

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

The Builder warrants to repair or replace all defective materials or workmanship for a period of one year from the date of possession/occupancy of the dwelling described below:

1. Over the course of the first year the Builder offers a warranty service schedule as described below;
 - A. The Builder's representative and the Purchaser shall conduct a walk-through inspection prior to possession or occupancy of the dwelling and a follow up walk-through inspection at possession to record in writing a list of visible deficiencies requiring repair. Any items documented prior to occupancy will be corrected by possession. The items documented at the possession walk-through will be corrected through the Builder's representative and sub trades within 30 days of occupancy.
 - B. A review will be conducted at 30 days to confirm all possession items are complete. The 30-day review will be scheduled with the Builder representative at the possession meeting for 30 days (or as close to) after possession based on the availability of the Purchaser and our hours of operation.
 - C. The Builder offers a 90 day & year end inspection walk-through to document any deficiencies that arise in between scheduled inspections. The 90-day appointment may be booked at possession, should the purchaser wish, or the purchaser will be contacted by a builder representative to make the booking approximately 90 days after possession. Just prior to the one-year anniversary, approximately 10-11 months, a builder representative will contact the Purchaser to book a year end inspection walk-through. A list of warrantable deficiencies will be documented at the 90 day or year end inspection walk-through. Roughly 7-10 days after the inspection walk-through there will be a trade day scheduled to address the items found requiring repair. There will be a Builder representative and the suppliers required for the repairs present at the trade day. On occasion there may be some supplier appointments that will have to be advised to book directly with the Purchaser.

NOTE: THE PURCHASER MAY ACCEPT OR DECLINE ANY OF THE WARRANTY INSPECTIONS THAT THE BUILDER HAS OUTLINED IN THEIR POLICY. THE SERVICE SCHEDULE AS DEFINED IS THE POLICY OF THE BUILDER TO FULFILL THEIR COMMITMENT TO THE 1 YEAR BUILDER WARRANTY AS REQUIRED BY THE ALBERTA NEW HOME WARRANTY PROGRAM.

NOTE: ITEMS REQUIRING EMERGENCY SERVICE WILL BE EXEMPT FROM THIS SCHEDULE AND THE BUILDER'S REPRESENTATIVE SHOULD BE NOTIFIED IMMEDIATELY

2. Calbridge Homes has chosen to highlight common warranty issues within the information provided for the Purchaser at possession. The possession document will be explained and will receive a signature from the Purchaser as confirmation.
3. Calbridge Homes adheres to the guidelines as described by the Alberta New Home Warranty Program. Should a dispute arise about warranty coverage on a deficiency, Calbridge Homes will reference & follow the guidelines of the Alberta New Home Warranty Program.

NOTE: To assist in the process of Warranty Service, please advise the Builder when service has been completed. Should the Supplier or Tradesman fail to correct deficiencies within 10 working days, then the Purchaser should contact the Builder's Service Representative.

_____ Purchaser	_____ Date
_____ Co-Purchaser	_____ Date
_____ Sales Representative	_____ Date
_____ Calbridge Homes Ltd. – Management Acceptance	_____ Date

CALBRIDGE HOMES

OCCUPANCY DATE STATEMENT SCHEDULE "Y"

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

Municipal Description: _____

For purpose of Clause 8(b), the Builder will make the Unit available for occupancy by the Purchaser:

1. No earlier than: _____; and
2. No later than: _____ (the "final occupancy date")

provided that, in any event, the Vendor shall give the Purchaser no less than thirty (30) days' notice of the actual Closing Date, as contemplated in the Agreement. Notwithstanding the foregoing, in accordance with Section 20.1(1) of the Condominium Property Regulation, the Vendor may delay occupancy beyond the final occupancy date, without liability for damages and without giving rise to a right of rescission by the purchaser if one of the following events causes the Unit not to be ready for occupancy by the final occupancy date:

- (a) fire;
- (b) explosion;
- (c) flood;
- (d) events leading to a declaration of an emergency under the Emergency Management Act or the Emergencies Act (Canada);
- (e) events leading to a declaration of a public emergency or disaster for the purpose of section 7 of the Fiscal Planning and Transparency Act;
- (f) impact by aircraft, spacecraft, watercraft or land vehicles;
- (g) riot, vandalism or malicious acts;
- (h) a delay in the issuance of a development permit pursuant to the Municipal Government Act that is due to
- (i) the failure of the development authority or other authority to issue the decision respecting the permit within the timelines required by law,
- (j) an outstanding appeal, or
- (k) an agreement to an extension of the time to make the decision respecting the permit;
- (l) the issuance of an order under section 20(2), 37(2) or (3) or 49 of the Historical Resources Act or a notice preceding the making of a bylaw by the council of a municipality under section 26(2) under the Historical Resources Act.

Acknowledged the _____ day of _____, 20____.

_____ Purchaser	_____ Date
_____ Co-Purchaser	_____ Date
_____ Sales Representative	_____ Date
_____ Calbridge Homes Ltd. – Management Acceptance	_____ Date

CALBRIDGE HOMES

HOMEOWNER ASSOCIATION (HOA) AND ANNUAL FEE FIRESIDE

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester D Lot: 002 Block: 140 Phase: FS5M

I/We, being the purchaser(s) of the above noted lot, acknowledge receipt of the following information RE: Fireside Homeowners Association (HOA) and Annual Fee.

1. Fireside has a Homeowners Association that will ensure that various features and facilities of the community are maintained and managed long-term for the enjoyment of community residents.
2. Membership in the HOA is automatic and mandatory with the purchase of a home in Fireside.
3. An Encumbrance will be registered on the title of each lot in Fireside and will obligate the homeowner to pay an annual membership fee to the HOA for the maintenance of the amenities.
4. The current Annual Membership amount is **\$50.00 including GST** per fiscal year (Jan-Dec), and is subject to increase up to \$150.00 as stated in the Encumbrance and at the discretion of the Board.

I (we) have been made aware of these fees.

Purchaser

Date

Purchaser Email:
(This is for the Homeowners database only)

Co-Purchaser

Date

Co-Purchaser Email:
(This is for the Homeowners database only)

Estimated Possession Date

Please email this completed form to admin@BlackstoneMgmt.ca

For more information please visit www.FiresideResidents.com

HOMEOWNER INFORMATION FORM

Property Address: 1402-250 Fireside View	Mailing Address: Same as Property Address []
Legal (Plan; Block; Lot): FS5M, 140, 002	
Possession Date:	Email Correspondence: Yes [] No []

Member Details	
First Name:	Last Name:
Email Address:	
Phone (Main):	Phone (Cell):
I hereby certify that the information herein is true and accurate; I Print Name:	Signature:
	Date:
First Name:	Last Name:
Email Address:	
Phone (Main):	Phone (Cell):
I hereby certify that the information herein is true and accurate; I Print Name:	Signature:
	Date:
First Name:	Last Name:
Email Address:	
Phone (Main):	Phone (Cell):
I hereby certify that the information herein is true and accurate; I Print Name:	Signature:
	Date:

The personal information requested on this form is collected under the authority of the Personal Information Protection Act. It will be used for the sole purpose of contacting you regarding your membership in the Fireside Homeowners' Association (the "HOA"); including annual HOA fee reminders, updates on community events, and any additional community-related information.

Please direct any questions or concerns to info@firesideresidents.com or submit a request at www.firesideresidents.com. Blackstone Property Management Inc. can be reached during normal business hours at 403-984-2450.

CALBRIDGE HOMES

QUICK POSSESSION SALE ADDENDUM

Purchaser(s): _____ Municipal Address: 1402 - 250 Fireside View
Job #: FS5M-140-002 Model: Chester E Lot: 002 Block: 140 Phase: FS5M

In House Agreement

MLS Contract

1. Documents Required with Contract

For a complete list of required documents to be included with the contract, please refer to the Agreement Presentation Checklist – Quick Possession/Showhomes.

2. Contract

All Agreements are to be written on a Calbridge Homes Ltd. Purchase Agreement.

3. Deposits

All deposits are made payable to Calbridge Homes Ltd.

Initials _____

4. Changes

- A. No exterior/structural changes will be accepted.
- B. The selected exterior colors are final.
- C. The selected interior colors are pre-determined.
- D. Quick possession homes at drywall complete require interior selections to be completed according to applicable process by community/project.

Initials _____

5. A. Quick Possession Home “Completed”

The home will be sold “AS BUILT”.

Initials _____

B. Quick Possession Home “In Construction”

Interior Finishings Selected:

Quick Possession interior selections have been reviewed with the customer including cabinet layout, lighting, flooring/tile/paint and interior finishings.

Initials _____

Possession Date

A possession date will be provided in writing no later than 35 days prior to the expected date. In the event that Calbridge Homes Ltd. can provide a firm date at signing, the date must be noted on the Purchase Agreement and approved by Calbridge Homes Ltd. for it to be considered binding.

Please sign below to indicate that you understand and agree to the aforementioned parameters identified within this document.

Purchaser

Date

Co-Purchaser

Date

Sales Representative

Date

Calbridge Homes Ltd. – Management Acceptance

Date