COURT FILE NUMBER

1703-21274

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANT

REID-BUILT HOMES LTD., 1679775 ALBERTA LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD, REID

INVESTMENTS LTD., REID CAPITAL CORP.,

and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF REID-BUILT HOMES LTD., 1679775 ALBERTA LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD, REID INVESTMENTS LTD., and REID CAPITAL

CORP.

DOCUMENT

AFFIDAVIT OF MICHELLE ADOLPH

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Allan Garber Professional Corporation

#108, 17707 - 105 Avenue

Edmonton, AB T5S 1T1

Phone (587) 400 - 9310

Fax (587) 400 - 9313

AFFIDAVIT OF MICHELLE ADOLPH

Sworn on September 14, 2018.

- I, Michelle Adolph, of STONY Plain, Alberta, SWEAR AND SAY THAT:
- 1. I am the owner of BACA Construction 2013 (BACA) and as such, have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief. Where so stated, I verily believe the same to be true.
- 2. BACA is a sole-proprietorship which I own. It is a very small family business.

Form 49
[Bule 13:19]
Clerk's stamp
FILED
SEP 1 4 2018

can_dms: \120747245\1

3. On or about September 1, 2017, BACA Construction 2013 "(BACA") entered into an agreement with Reid-Built Homes Ltd. with respect to the framing of two residential homes on properties in the City of Spruce Grove legally described as:

PLAN 1525099 BLOCK 25 LOT 7 (30 Autumnwood, Spruce Grove) and PLAN 1525099 BLOCK 25 LOT 3 (38 Autumnwood, Spruce Grove) (the Lands).

- 4. The work was completed on or about September 18, 2017. At this stage, the houses were framed to lock-up stage, with doors and windows installed.
- 5. Attached hereto and marked as **Exhibit "A"** are copies of the invoices submitted to Reid-Built. One is in the amount of \$18,077.59. The other is in the amount of \$18,357.20 for a total of \$36,434.79
- 6. The invoices have not been paid.
- 7. Jesperdale Communities Inc. was the registered fee simple owner of the Lands when BACA framed the houses on the Lands. Attached hereto and marked as **Exhibit "B"** is a true copy of the certificates of title for the Lands when Jesperdale was the owner.
- 8. I have reviewed the Affidavit of Susan Monson sworn August 31, 2018 on behalf of Melcor Developments Ltd. and Jesperdale Communities Inc. and the typical Purchase and Sale Agreement between Jesperdale Communities Inc. and Reid Built Homes Ltd. attached as Exhibit "Z" to the Monson Affidavit.
- 9. The homes we built in Spruce Grove were built pursuant to the Purchase and Sale Agreement between Jesperdale Communities Inc. and Reid Built Homes Ltd.
- 10. Schedule "F" (Exhibit "C") of the Purchase and Sale Agreement required Reid Build to complete construction of a dwelling on each lot within two years of the date of the Purchase and Sale Agreement, which was April 1, 2016.

- 11. Further, the homes we built were constructed pursuant to Development Guidelines established by Jesperdale Communities Inc.
- 12. I am advised by Ray Jacobson of Windward Landtec Inc. that the Architectural Guidelines for the houses we built in Jesperdale are the "Architectural Guidelines" dated September, 2013 attached as **Exhibit "I"** to this my Affidavit.
- 13. Attached as **Exhibit "D"** to this my Affidavit is Schedule "B" to the Purchase and Sale Agreement between Jesperdale and Reid Built. Paragraph 2 provides:

"The Purchaser [Reid Built] agrees to comply with the terms and conditions contained in the JESPERDALE ARCHITECTURAL DESIGN GUIDELINES (the "Development Guidelines") and the Lot Grading Plan prepared in respect of the said lands by PALS SURVEYS together with amendments to either.

- 14. Further, according to paragraph 1 of Schedule "B" (Exhibit "D") Jesperdale Communities Inc. had the right to notify Reid Built of a default if Reid Built failed to construct the houses in accordance with the approved plans. If Reid Built failed to correct the default, Jesperdale had the right to correct the default and deduct the expense from the security deposit held by Jesperdale.
- 15. Jesperdale Communities Inc. had the right to control signage located on or near the Lands. Attached as **Exhibit "E"** to my affidavit is Schedule "H" of the Purchase and Sale Agreement. Paragraph 2 provides:

"Signage of any kind to be located on or near the said lands shall be subject to the written approval of Jesperdale Communities Inc."

- 16. BACA commenced legal action against Jesperdale Communities Inc. and Reid-Built Homes Ltd. on Nov. 20, 2017 and filed Builders' Liens and Certificates of *Lis Pendens* against the Lands.
- 17. The work that BACA did on the Lands added significant value to the Lands.

- 18. The failure of Reid-Built and Jesperdale to pay what is owing has had devastating financial impact on my business and my family.
- 19. Due to the losses, I am in arrears in six mortgage payments, vehicle payments and property taxes. My credit rating has been destroyed because of this.
- 20. All of my credit cards are maxed out.
- 21. I have had to borrow money from my parents and children and we still cannot say afloat.
- 22. The purchase price for each of the lots was \$130,300.00 (Exhibit "Z" of the Monson Affidavit).
- 23. The Lands are now owned by Norstar Builders Ltd. Copies of the Certificates of Titles showing Norstar as the Owner are attached as **Exhibit "F"** to my Affidavit.
- 24. On September 6, 2018, I went to the Norstar office and demanded that Norstar pay what is owing to BACA. They refused. They said they bought the land free and clear.
- 25. I am advised by Tom Powell of the Receiver that Norstar paid \$159,520 for 30 Autumnwood and \$164,436 for 38 Autumnwood.
- 26. Both of the properties have been sold. A copy of the "sold signs" are attached as **Exhibit** "**G**" to this my Affidavit.
- 27. I am advised by AI Dredge of ReMax Edmonton, the realtor representing Norstar, that Norstar is selling the houses for between \$430,000 and \$450,000, depending on the finishes.
- 28. Jesperdale Communities Inc. is wholly owned by Melcor Developments Ltd.
- 29. The houses we built were part of the "Jesperdale" new housing development in Spruce Grove marketed and developed by Melcor Developments as a "Melcor Community."

30. Attached as **Exhibit "H"** to this my Affidavit is information from the Jesperdale web-site which describes at the business of Melcor Developments as follows (p. 5):

> "Melcor Developments' primary business is the acquisition of land for development and sale of residential communities, multi-family sites and commercial sites.

> Melcor Developments also develops, owns and manages commercial income properties, as well as three golf courses. You'll find Melcor Developments communities in many regions throughout Alberta including: Calgary, Edmonton, Red Deer, Lethbridge, St. Albert, Spruce Grove, Leduc, Chestermere and, of course, Airdrie. Developments has also has the opportunity to develop innovative properties in California and Arizona.

- 31. The Jesperdale website also proclaims that Melcor Developments "is publicly traded on the TSX under the symbol of MRD." (Exhibit H, p. 4).
- It is my understanding that the purpose of the Builders' Lien legislation is to 32. protect the interests of the trades and small businesses such as mine.
- I swear this Affidavit in support of my position that Jesperdale Communities 33. Inc. is an "owner" of the Lands within the meaning of the Builders' Lien Act.

SWORN BEFORE ME

at the City of Edmonton, Alberta,

14 day of September, 2018.

(Commissioner for Oaths in and for the Province

of Alberta)

ALLAN A. GARBER A Commissioner for Oaths Notary Public in and for Alberta Barrister & Solicitor

Michelle Adolph

BANA Construction 2013

8 Briarwood Way Stony Plain, Alberta T7Z 2R4

`4: 780.719.8426

EMAiL: baca13@telus.net

INVOICE

Invoice No.:

179

Date:

Sep 01, 2017

Page:

1

Re: PO #:

PO# JD6B214/176

Sold to:

REID BUILT HOMES

18140 - 107 AVENUE NW EDMONTON, AB T5S 1K5

Ship to:

REID BUILT HOMES

ATTN: TROY

38 AUTUMNWOOD CRES SPRUCE GROVE, AB T7X 0J3

PAYMENT TERMS: Due On Receipt of Invoice GST#: 81622 3697 WCB #: 6988708 Tax **Unit Price** Amount Description Item No. Unit Quantity 17,216.75 RESIDENTIAL CONTRACT FRAMING AS G 4601 PER PURCHASE ORDER 17,216.75 Subtotal: G - GST 5% 860.84 GST/HST referred to in the Swom before me this day A Notary Public, A Commissioner for Outra In and for the Province of Alberta ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta Barrister & Solicitor Tracking Number: nipped By:

Comment:

YOUR BUSINESS AND PROMPT PAYMENT IS APPRECIATED, THANK YOU!

Total Amount 18,077.59

Sold By:



18140 - 107 Avenue MV Edmonton, AB T35 1K6 (730) 466-3666 (780) 488-5293

Purchase Order JD6B214/176

08/17/2017 ORDER DATE:

JD68214

JOB NUMBER:

03/03/2017 Effective Date:

152-5099 2139 Plan Square Feet. Spruce Grove AB T7X 0J3 38 Autumnwood Crescent 55 Block Job Address:

8 BRIARWOOD WAY STONY PLAIN, AB, 172 2R4 Phone; 280 968 1168 Fax; 780:968-1588

BACA Construction 2013

Amount Roual de With Estimator Rate 9 ф Superintendent Troy Schmidt Specification REIDBUILT

**** 2501 Framingt.ABMain ****

Inbute 3 H

Description

Model

S.F Front Entry Roof & Post	35.00 SF	2.55	89.25
S F Man & Upper Flaors	2, tlg 00 SF	00 9	6 00 12,834.00
► Stud Spanding to be 19.2" o.c.			

Framer to install 6mil Poly as per detaits

Napoleon LKD45 Linear Electronic Gas Fireplace (REAR VENT. FLAT UNIT)

S F Main & Upper Floors Incl BanterTek & Tyvek Flashing on Rim Joist Only	2,139,00 SF	0.20	427,80
letted Tub Framing	100 5	200 00	200.00
SF 9' (104 5:87) Studs Extra Labor P Man Floor 9 Celting	\$ 00 9K	0 30	280.80
L F Walte 8' 12' Tail P Boxus Room	70.00 LF	5 10	357.00
*** HYTEC FIXTURES THROUGHOUT***	1.00 Note	0.00 ats	00.0
S/F Garage Framing	453 00 SF	300	1,389.00

2,00 EA 15 00 LF 936 00 SF 2.00 € Lateral Brace Installation (per side, S/F Garage Framing

Suid Spacing to be 19.2" o.c. OF Extenor Trim or Deck Natien S.F. Beams, Jouts & Subfloor

Capping of Main Floor

300.00 20.40 127.50 255.00

150.00 1 70 8 50 85 00

936.00

100

Lif Shed Roof on Wall Extra Cottage Hip

388

ALL TERMS OF THIS PURCHASE ORDER WILL BE UNDERSTOOD AS ACCEPTED AND BINDING UNLESS RBH IS NOTIFIED BY E-MAIL WITHIN 48 HOURS OF PURCHASE ORDER ISSUE DATE

Please submit a copy of this PO invoicing, in order to receive payment.



16140 - 107 Avenue MW Edmonon, AB T35 1K5 (780) 486-3456 (780) 489-5293

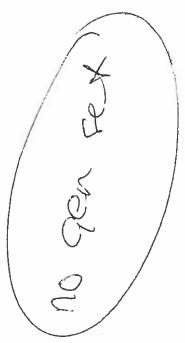
Purchase Order JD6B214/176

08/17/2017 02/03/2017 ORDER DATE: Effective Date:

JD6B214

JOB NUMBER:

18,077.59 850 84 17.218.75 Total Order Net Order ž



ALL TERMS OF THIS PURCHASE ORDER WILL BE UNDERSTOOD AS ACCEPTED AND BINDING UNLESS RBH IS NOTIFIED BY E-MAIL WITHIN 48 HOURS OF PURCHASE ORDER ISSUE DATE

Please submit a copy of this PO involcing, in order to receive payment.

BACA Construction 2013

8 Briary Way Stony P Alberta T7Z 2R4

PH: 780.719.8426

EMAIL: baca13@telus.net

INVOICE

Invoice No.:

180

Date:

Sep 15, 2017

Page:

Re: PO #:

THE PARTY OF

JD6B213/089

Sold to:

REID BUILT HOMES

WCB #: 6988708

18140 - 107 AVENUE NW EDMONTON, AB T5S 1K5

Ship to:

REID BUILT HOMES ATTENTION: TROY 30 AUTUMNWOOD CRES. LOT 7 BLOCK 25 PLAN 152-5099 SPRUCE GROVE, AB T7X 0J3

PAYMENT TERMS: Due On Receipt of Invoice

GST #: 81622 3697

Item No. 388	suc sunit	Quantity	Description 1	Tax	Unit Prigo de la	Amount
4601			RESIDENTIAL CONTRACT FRAMING AS PER PURCHASE ORDER	G		17,198.09
4635			GEN SET & FUEL SUPPLIED - NO POWER ON SITE	G		285.0
			Subtotal:			17,483.0
			G - GST 5% GST/HST			874.1
]	
	ž					
			(g)			
hipped By:	Tracking N	lumber:			6 TITALI	
Comment:	V4410 0410/0/50		T PAYMENT IS APPRECIATED. THANK YO	u n	Tatel Amount	18,357.20

Comment:

YOUR BUSINESS AND PROMPT PAYMENT IS APPRECIATED, THANK YOU!

Sold By:

PAYMENT OPTIONS: Email Money Transfer/Cheque/Cash



18140 - 107 Avenue MM Edinoriton, AB TSS 1K5 (780) 485-3566 (780) 489-3593

Purchase Order JD6B213/089

08/31/2017 JD68213 JOB NUMBER:

03/03/2017 30 Autumnwood Crescent ORDER DATE: Effective Date: Job Address: 2139 Estimator Square Feat: Superintendent

152-5099

Plan:

25

Block

Ë

STONY PLAIN, AB, T72 2R4 Phone: 780 958 1188 Fax: 780-958-1588

Model

BACA Construction 2013 **8 BRIARWOOD WAY**

Spruce Grove AB T7X 0J3

Rate Amount Ed Navamo NOM à Tray Schmidt Specification REIDBUILT Tribute 3F

*** 2601 FramingLABMain ****

Description

S/F Front Entry Roof & Post	35.00 SF	SF	2.55	89.25
S.F. Main & Upper Floors ▶ Stud Spacing to be 19.2° o.c.	2.138.00 SF	r.	6.00	12,834.00
Framer to instant 6 mil Poly as per details				
S F Main & Upper Roars Inc. BarrierTex & Tyvek Flashing on Rim Joist Only	2,139 GO SF	SF	0.20	427.80
Soaker Tub Framing	1.00 EA	ជ	200 00	200,00
S.F. 9" (104 5/8") Studs Extra Labor Main Floor 9" Calling	838.00	P.	0.30	280.60
L.F.Walls 8' 12' Tali P Includes Exterior Reked Walls for Vauls	70.00 LF	5	5,10	357 00
*** HYTEC FIXTURES THROUGHOUT***	1 00	1.00 Note	000	0.00
S/F Garage Framing Szecing to be 19.2" o.c.	418 00 54	25	3.00	1,254.00
S.F. Beams, Joista & Subfloor Capping of Main Floor	\$36.00 SF	55 24	1,00	836.00
Lateral Brace Installation (per side)	200 EA	ដ	150.00	300.00
L/P Exterior Deck Nailer	26 00 LF	5	1,70	44.20
Genfs Wood Meditine Cabinel R.O to be 16 3/4" Wx 26 3/4" H	8	1 00 Note	00:0	00'0
Exte Cotage Hip	3.00 EA	¥	85.00	255.00
Frame opening above freplace and install blockings for 60° TV	100 LS	rs.	50.00	90.00
Fireplace Partial Chase	1.00	4	127.50	127 50
Install Pocket Doo! Each c/w Screwed Base	1,00 EA	ង	42.50	42.50

ALL TERMS OF THIS PURCHASE ORDER WILL BE UNDERSTOOD AS ACCEPTED AND BRIDING UNLESS RBH IS NOTIFIED BY E-MAIL WITHIN 48 HOURS OF PURCHASE ORDER ISSUE DATE.

Please submit a copy of this PO invoicing, in order to receive payment.



18140 - 107 Avenue IMV Edmonton, AB 165 1KS (780) 485-3868 (780) 488-5293

Purchase Order JD6B213/089

08/31/2017 03/03/2017 JD68213 JOB NUMBER: ORDER DATE: Effective Date:

18,057.96	Total Order
858.91	Ter.
17,198,05	Net Order

ALL TERMS OF THIS PURCHASE ORDER WILL BE UNDERSTOOD AS ACCEPTED AND BINDING UNLESS RBH IS NOTIFIED BY E-MAIL WITHIN 48 HOURS OF PURCHASE ORDER ISSUE DATE

Mease submit a copy of this PO invoicing, in order to receive payment.



Certificate of Title

LINC SHORT LEGAL 0036 947 281 1525099;25;7

TITLE NUMBER: 152 353 840 +30 SUBDIVISION PLAN DATE: 13/11/2015

S

AT THE TIME OF THIS CERTIFICATION

JESPERDALE COMMUNITIES INC. OF 900, 10310 JASPER AVE EDMONTON ALBERTA T5J 1Y8

PROTERRATION

IS THE OWNER OF AN ESTATE IN FEE SIMPLE OF AND IN

PLAN 1525099 BLOCK 25 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS This is Exhibit " referred to in the Affidavit of Affidavit of Affidavit of Affidavit of A.D., 20 day of Anotary Public, A commissioner for Outher in and for the Province of Alberta

ALLAN A. GARBER
A Commissioner for Oaths
and Notary Public in and for Alberta
Barrister & Solicitor

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDERWRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
032 450 468	20/11/2003	MORTGAGE MORTGAGE - CANADIAN IMPERIAL BANK OF COMMERCE. COMMERCIAL SALES AND SERVICE CENTRE 595 BAY ST, SUITE 500 TORONTO ONTARIO M5G2C2 ORIGINAL PRINCIPAL AMOUNT: \$4,000,000
072 730 048	19/12/2007	CAVEAT RE: AMENDING AGREEMENT CAVEATOR - CANADIAN IMPERIAL BANK OF COMMERCE. COMMERCIAL SALES AND SERVICE CENTRE 595 BAY ST, SUITE 500 TORONTO ONTARIO M5G2C2 AGENT - WAYNE R WHITLOCK
152 297 523	23/09/2015	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF SPRUCE GROVE. 315 JESPERSEN AVE., SPRUCE GROVE ALBERTA T7X3E8 AGENT - COREY LEVASSEUR.
152 353 842	13/11/2015	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF SPRUCE GROVE.

Certificate of Title

ENCUMBRANCES, LIENS & INTERESTS

SHORT LEGAL 1525099;25;7

NAME JESPERDALE COMMUNITIES INC. NUMBER 152 353 840 +30

REGISTRATION

172 261 235

NUMBER	DATE (D/M/Y)	PARTICULARS
		315 JESPERSEN AVE., SPRUCE GROVE ALBERTA T7X3E8 AGENT - COREY LEVASSEUR
152 353 844	13/11/2015	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF SPRUCE GROVE. AS TO PORTION OR PLAN:1525100 AS TO AREA "A"
172 255 333	29/09/2017	BUILDER'S LIEN LIENOR - MICHELLE ADOLPH 8 BRIARWOOD WAY STONY PLAIN ALBERTA T7Z2R4 AMOUNT: \$18,357
172 260 439	04/10/2017	BUILDER'S LIEN LIENOR - LEHIGH HANSON MATERIALS LIMITED 12640 INLAND WAY EDMONTON ALBERTA T5V1K2 AGENT - LIEN-PRO INC. AMOUNT: \$7,204
172 260 725	04/10/2017	BUILDER'S LIEN LIENOR - DIVERSIFIED MECHANICAL LTD. ATTN: GRADY ROWAND C/O MCALLISTER LLP 2500, 10155-102 STREETEDMONTON ALBERTA T5J4G8 AGENT - GRADY ROWAND AMOUNT: \$9,648

05/10/2017 BUILDER'S LIEN

LIENOR - WESTCON PRECAST INC. 19 RIEL DRIVE

ST ALBERT ALBERTA T8N3Z2

AGENT - YUAN TAO LI AMOUNT: \$1,541

172 261 267 05/10/2017 BUILDER'S LIEN

LIENOR - TIMBER-CON CONSTRUCTORS LTD.

12106-41 ST EDMONTON ALBERTA T5W2M6

AGENT - CORNELIS JOHN SNATERSE

AMOUNT: \$2,995

05/10/2017 BUILDER'S LIEN 172 261 492

LIENOR - JAYSON GLOBAL ROOFING INC.

9810 62 AVENUE NW EDMONTON

ALBERTA T6E0E3

AGENT - JONATHAN BUNCE

AMOUNT: \$1,319

05/10/2017 BUILDER'S LIEN 172 261 845

LIENOR - 1286984 ALBERTA LTD.

O/A HADEN PUMPING

Certificate of Title

SHORT LEGAL 1525099;25;7

NAME

JESPERDALE COMMUNITIES INC.

NUMBER

152 353 840 +30

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER

DATE (D/M/Y) PARTICULARS

52-54403 RGE RD 251 STURGEON COUNTY ALBERTA T8T0B5

AGENT - KANDY SUTHERLAND

AMOUNT: \$894

172 261 883

05/10/2017 BUILDER'S LIEN

LIENOR - SELECT FIREPLACES LIMITED.

4144-95 ST NW EDMONTON ALBERTA T6E6H5

AGENT - JAMES FANKHANEL AMOUNT: \$50,527

172 262 440

06/10/2017 BUILDER'S LIEN

LIENOR - NIVEK CONSTRUCTION LIMITED.

6612-106 AVE NW **EDMONTON** ALBERTA T6A1G9 AGENT - KEVIN LABBE AMOUNT: \$1,018

172 262 842

06/10/2017 BUILDER'S LIEN

LIENOR - ALL WEATHER WINDOWS LTD.

C/O LIEN-PRO INC. 17315B-108 AVE NW EDMONTON

ALBERTA T5S1G2 AGENT - LIEN-PRO INC.

AMOUNT: \$10,233

172 268 218

13/10/2017 BUILDER'S LIEN

LIENOR - IGLOO BUILDING SUPPLIES GROUP LTD.

1600, 10025 102 A AVE

EDMONTON

ALBERTA T5J2Z2

AGENT - BRIAN J BRENDZAN

AMOUNT: \$25,066

172 277 583

23/10/2017 CAVEAT

RE : VENDOR'S LIEN

CAVEATOR - JESPERDALE COMMUNITIES INC.

3200, 10180 - 101 STREET

EDMONTON

ALBERTA T5J3W8

AGENT - JEREMY TAITINGER

172 286 868

01/11/2017 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172260439

172 297 725

14/11/2017 CAVEAT

RE : PURCHASERS INTEREST CAVEATOR - ALEXIE PERTICH CAVEATOR - SEAN OBRIGEWITCH

BOTH OF:

45 GILMORE WAY SPRUCE GROVE ALBERTA T7X0M5

AGENT - ALBERT A ROBINSON

(DATA UPDATED BY: CHANGE OF ADDRESS 172312146)

CEKTIFIED CUPT UP

Certificate of Title

SHORT LEGAL 1525099;25;7
NAME JESPERDALE COMMUNITIES INC.
NUMBER 152 353 840 +30

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

172 325 108 06/12/2017 CERTIFICATE OF LIS PENDENS

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 06 DAY OF DECEMBER ,2017



SUPPLEMENTARY INFORMATION

MUNICIPALITY: CITY OF SPRUCE GROVE REFERENCE NUMBER: 152 297 522 +3 ATS REFERENCE: 4;27;53;9;NE TOTAL INSTRUMENTS: 020

Certificate of Title



LINC 0036 947 240

SHORT LEGAL 1525099;25;3

> TITLE NUMBER: 152 353 840 +26 SUBDIVISION PLAN DATE: 13/11/2015

S

AT THE TIME OF THIS CERTIFICATION

JESPERDALE COMMUNITIES INC. OF 900, 10310 JASPER AVE EDMONTON ALBERTA T5J 1Y8

IS THE OWNER OF AN ESTATE IN FEE SIMPLE OF AND IN

PLAN 1525099 BLOCK 25 LOT 3 EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS REGISTRATION DATE (D/M/Y) PARTICULARS NUMBER 20/11/2003 MORTGAGE 032 450 468 MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE. COMMERCIAL SALES AND SERVICE CENTRE 595 BAY ST, SUITE 500 TORONTO ONTARIO M5G2C2 ORIGINAL PRINCIPAL AMOUNT: \$4,000,000 19/12/2007 CAVEAT 072 730 048 RE : AMENDING AGREEMENT CAVEATOR - CANADIAN IMPERIAL BANK OF COMMERCE. COMMERCIAL SALES AND SERVICE CENTRE 595 BAY ST, SUITE 500 TORONTO ONTARIO M5G2C2 AGENT - WAYNE R WHITLOCK 23/09/2015 CAVEAT 152 297 523 RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF SPRUCE GROVE. 315 JESPERSEN AVE., SPRUCE GROVE ALBERTA T7X3E8 AGENT - COREY LEVASSEUR. 13/11/2015 CAVEAT 152 353 842 RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT

CAVEATOR - THE CITY OF SPRUCE GROVE.

Certificate of Title

SHORT LEGAL 1525099;25;3
NAME JESPERDALE COMMUNITIES INC.
NUMBER 152 353 840 +26

45-44		ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
		315 JESPERSEN AVE., SPRUCE GROVE
		ALBERTA T7X3E8 AGENT - COREY LEVASSEUR
152 353 844	13/11/2015	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF SPRUCE GROVE.
-		AS TO PORTION OR PLAN: 1525100
		AS TO AREA "A"
172 254 956	28/09/2017	BUILDER'S LIEN
1/2 231 330		LIENOR - 1502315 ALBERTA LTD.
		52027 R.R. 221 SHERWOOD PARK
		ALBERTA T8E1C6
1		AGENT - MICHELLE A HOLYK
		AMOUNT: \$348,894
172 255 336	29/09/2017	BUILDER'S LIEN
		LIENOR - MICHELLE ADOLPH 8 BRIARWOOD WAY
		STONY PLAIN
		ALBERTA T7Z2R4
		AMOUNT: \$18,077
172 258 201	02/10/2017	BUILDER'S LIEN
		LIENOR - GLENORA LUMBER & BUILDING SUPPLIES LTD. 14505-116 AVENUE
		EDMONTON
		ALBERTA T5M3E8
		AGENT - KERRY CONNELLY AMOUNT: \$1,037
		PRITT PER COLLEGE
172 260 764	04/10/2017	BUILDER'S LIEN LIENOR - DIVERSIFIED MECHANICAL LTD.
		C/O MCALLISTER LLP
		ATTN: GRADY ROWAND 2500, 10155-102 STREETEDMONTON
		ALBERTA T5J4G8
		AGENT - GRADY ROWAND
		AMOUNT: \$8,803
172 261 237	05/10/2017	BUILDER'S LIEN
172 202		LIENOR - WESTCON PRECAST INC.
		19 RIEL DRIVE ST ALBERT
		ALBERTA T8N3Z2
		AGENT - YUAN TAO LI AMOUNT: \$1,541
172 261 520	05/10/2017	BUILDER'S LIEN LIENOR - JAYSON GLOBAL ROOFING INC.
		9810 62 AVENUE NW
		EDMONTON
10.00		ALBERTA T6E0E3 AGENT - JONATHAN BUNCE
		AMOUNT: \$5,551
172 261 883	05/10/2017	BUILDER'S LIEN LIENOR - SELECT FIREPLACES LIMITED.

4144-95 ST NW

Certificate of Title

SHORT LEGAL 1525099;25;3
NAME JESPERDALE COMMUNITIES INC.
NUMBER 152 353 840 +26

NUMBER	152 353 840 +	26
		ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		EDMONTON ALBERTA T6E6H5 AGENT - JAMES FANKHANEL AMOUNT: \$50,527
172 262 442	06/10/2017	BUILDER'S LIEN LIENOR - NIVEK CONSTRUCTION LIMITED. 6612-106 AVE NW EDMONTON ALBERTA T6A1G9 AGENT - KEVIN LABBE AMOUNT: \$1,141
172 262 868	06/10/2017	BUILDER'S LIEN LIENOR - ALL WEATHER WINDOWS LTD. C/O LIEN-PRO INC. 17315B-108 AVE NW EDMONTON ALBERTA T5S1G2 AGENT - LIEN-PRO INC. AMOUNT: \$9,209
172 265 099	10/10/2017	BUILDER'S LIEN LIENOR - IGLOO BUILDING SUPPLIES GROUP LTD. 1600, 10025 102 A AVE EDMONTON ALBERTA T5J2Z2 AGENT - BRIAN J BRENDZAN AMOUNT: \$25,844
172 265 345	11/10/2017	BUILDER'S LIEN LIENOR - MOBIL HEATING AND AIR CONDITIONING INC. BOSECKE & ASSOCIATES 102, 9333 47 STREET NW EDMONTON ALBERTA T6B2R7 AGENT - SALVADOR TINAJERO AMOUNT: \$2,692
172 266 206	11/10/2017	BUILDER'S LIEN LIENOR - 1524666 ALBERTA LTD. C/O BIRDSELL GRANT LLP 102, 5300-50TH STREET STONY PLAIN ALBERTA T7Z1T8 AMOUNT: \$7,670
172 277 525	23/10/2017	CAVEAT RE: SEE CAVEAT CAVEATOR - JESPERDALE COMMUNITIES INC. 3200, 10180 - 101 STREET EDMONTON ALBERTA T5J3W8 AGENT - JEREMY TAITINGER
172 282 994	27/10/2017	BUILDER'S LIEN LIENOR - TRANS AMERICA MANAGEMENT 2000 INC. 5808 190A STREET EDMONTON

EDMONTON ALBERTA T6M2G5

Certificate of Title

SHORT LEGAL 1525099;25;3

NAME JESPERDALE COMMUNITIES INC. NUMBER 152 353 840 +26

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - LYNE GIRALDEAU

AMOUNT: \$354

172 325 108 06/12/2017 CERTIFICATE OF LIS PENDENS

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS OG DAY OF DECEMBER ,2017



SUPPLEMENTARY INFORMATION

MUNICIPALITY: CITY OF SPRUCE GROVE REFERENCE NUMBER: 152 297 522 +3 ATS REFERENCE: 4;27;53;9;NE TOTAL INSTRUMENTS: 020

SCHEDULE "F"

BUILDING COMMITMENT

THIS IS SCHEDULE "F" ATTACHED TO THE AGREEMENT FOR SALE

DATED:

APRIL 1, 2016

BETWEEN:

JESPERDALE COMMUNITIES INC. as Vendor

AND

REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "F", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

The Purchaser covenants and agrees to complete construction of a dwelling on each lot sold pursuant to the said Agreement within TWO (2) year of the date of the said agreement. If the Purchaser has not entirely completed such construction within that TWO (2) year period, the Vendor, at its sole option, may elect by notice in writing to the Purchaser within six (6) months of the expiry of that TWO (2) year period, to repurchase and reacquire any lot on which construction is not so entirely completed. This price to be paid by the Vendor to the Purchaser for any such lot shall be (a) in the case of a lot where construction has not been commenced, the original price such lot was sold at by the Vendor to the Purchaser and (b) in the case of a lot where construction has been commenced, the original price such lot was sold at by the Vendor to the Purchaser plus the fair market value of the improvements constructed on the lot by the Purchaser less 20% of the value of these improvements (which the Purchaser agrees is fair compensation to the Vendor for its costs resulting from such reacquisition and from the Purchaser's failure to complete construction). If the Vendor and Purchaser cannot agree on the fair market value of the said improvements, the value shall be determined pursuant to the provisions of the arbitration act then in force in the Province of Alberta. If any monies are at the closing date owing by the Purchaser to the Vendor under the said Agreement, or otherwise, any monies so owing or any portion thereof may be deducted by the Vendor from the said price. The closing date shall be ten (10) days after service of the aforesaid notice, and the Purchaser shall promptly at the closing date tender a conveyance in register able form upon the Vendor, free and clear of all encumbrances except for those encumbrances on title prior to the date of the said Agreement.

Swom before me this

A Notary Public, A Commissioner for Outher in and for the Province of Alberta

> ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta Barrister & Solicitor

Sworn before

A Notery Public, A Commissioner for Oather

in and for the Province of Alberta

ß **SCHEDULE "B"**

DEVELOPMENT GUIDELINES AND SECURITY DEPOSIT

ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta Barrister & Solicitor

DATED:

APRIL 1, 2016

BETWEEN:

JESPERDALE COMMUNITIES INC. as Vendor

AND

REID BUILT HOMES LTD. as Purchaser

THIS IS SCHEDULE "B" ATTACHED TO THE AGREEMENT FOR SALE

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "6", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

As security for the performance of each of the covenants and conditions contained in the said Agreement, the Purchaser has provided to the Vendor (or will provide to Vendor upon the earlier of development guideline submission or transfer of title) a security deposit in the amount of FIFTY THOUSAND (\$50,000.00) DOLLARS per region (the "Security Deposit") In cash (or such other form of security sultable to the Vendor).

Upon completion of all such covenants and conditions in respect of any given building lot, the Purchaser may make application for release of all or part of such cash deposit the Purchaser paid in respect of that building lot. Once the application is received in writing by the Vendor, accompanied by an As-Built Grading Certificate prepared by a licensed surveyor, an inspection will be made by the Vendor or the Vendor's Agent, as unliaterally appointed by the Vendor.

Upon review of the application and completion of the inspection, all deficiencies will be noted and the Purchaser notified of all such deficiencies that, in the opinion of the Vendor or the Vendor's Agent, acting reasonably, are the responsibility of the Purchaser ("the deficiencies"). The Purchaser shall forthwith remedy the deficiencies and, if falling to do so within the time limit established in the notice, the Vendor shall deduct the value of the remaining deficiencies, as estimated by the Vendor's Agent, from the Security Deposit.

if prior to the application and inspection referenced above, the Purchaser is in default ("the default") of any of the covenants and conditions contained in the said Agreement, and in particular, without ilmiting the generality of the foregoing, if the construction on the said lands does not comply with the approved plans, the Vendor shall give the Purchaser notice detailing the default. The Purchaser shall forthwith remedy the default and, if falling to do so within the time limited established in the notice, the Vendor shall have the right to correct the default at the expense of the Purchaser. The costs of correction shall be deducted from the Security Deposit.

If the deficiencies and/or the default, in whole or in part, are not practical to correct in the sole opinion of the Vendor, the sum of FIVE THOUSAND (\$5,000.00) DOLLARS per lot shall be deducted from the Security Deposit as liquidated damages and not as penalty ("the damages").

From time to time, should the cumulative total of the deficiencies, the default and the damages exceed the value of the Security Deposit, the Purchaser shall pay the Vendor the shortfall on demand. The Purchaser hereby grants a charge against the sald lands for any such shortfall. Until the sald shortfall is paid, the Vendor shall be entitled to maintain the charge against the said lands.

- 2. The Purchaser agrees to comply with the terms and conditions contained in the JESPERDALE ARCHITECTURAL DESIGN GUIDELINES (the "Development Guidelines"), and the Lot Grading Plan prepared in respect of the said lands by PALS SURVEYS together with amendments to either. The Purchaser further covenants to comply with the approval process as outlined in the Development Guidelines, and by the signing of this SCHEDULE "B" the Purchaser acknowledges: 1) receipt of a true copy of the Development Guidelines, and 2) the Vendor's ilability to the Purchaser, or to anyone claiming by or through the Purchaser, or to any third party, for any claim or action directly or indirectly relating to Development Guideline violations by the Vendor or others which affect the said lands, is strictly limited to the actual amount of the Security Deposit heid by the Vendor in respect of the building lot on which the violation(s) occurred, at the time the claim or action is made or commenced.
- 3. If a dispute shall arise between the Vendor and the Purchaser as to whether deficiencies or default exists or the extent of either, or the cost of correction as provided for herein, such matter in dispute shall be referred to a committee of THREE (3) made up of:
 - ONE (1) representative appointed by the Vendor.
 - ONE (1) representative appointed by the Purchaser.
 - ONE (1) other representative acceptable to both the Purchaser and the Vendor.

Any decision rendered by this committee shall be binding on both the Vendor and the Purchaser. A decision shall be constituted by a position supported by a minimum of two of the committee members. If either party fails to appoint a representative, or there is failure to appoint a third member acceptable to both parties, or the committee fails to render a decision, then the matter in dispute shall be determined pursuant to the provisions of the Arbitration Act then in force in the Province of Alberta.

4. The Security Deposit shall be retained by the Vendor to be applied as herein provided, provided that any residual cash deposit in respect of any given building lot existing after the deductions as herein provided for shall be paid to the Purchaser (without interest).

SCHEDULE "H"

THIS IS SCHEDULE "H" ATTACHED TO THE AGREEMENT FOR SALE

DATED:

APRIL 1, 2016

BETWEEN:

JESPERDALE COMMUNITIES INC. as Vendor

AND

REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "H", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

- Notwithstanding prior provisions, the Purchaser agrees to accept, as a temporary encumbrance registered against the Title to the said lands, a caveat in favour of the City of Spruce Grove respecting the Development Agreement for the Jesperdale subdivision.
- The Purchaser acknowledges and agrees that any home to be constructed on the said lands will not be used as a Showhome. Notwithstanding the generality of the foregoing, the Purchaser agrees that it will not advertise any such home as a Showhome in newspapers or on the radio, or any form of signage, nor will the Purchaser install flags or a sales centre on the said lands. Signage of any kind to be located on or near the said lands shall be subject to the written approval of Jesperdale Communities inc.
 - it is further understood and agreed that this provision is rendered NULL and VOID if Schedule "O" (Showhome Terms and Provisions) is incorporated in this, the said Agreement.
- 3. if a topsoil stockpile is created in Jesperdale, for use by the Purchaser, topsoil from the stockpile shall be available to the Purchaser at no charge provided the topsoil is used for the final grading of Jesperdale Community's lots. it is further understood and agreed that should the stockpile cease to exist for any reason, the Purchaser shall not be entitled to compensation from Jesperdale Communities Inc.
- It is acknowledged and agreed that the Purchaser will provide Jesperdale with a Rough Grading Certificate and further, the Purchaser acknowledges and agrees to comply with the City of Spruce Grove's Drainage Branch's Rough Grade Certificate requirements.

Sworn before me this

A Notary Public, A Commissioner for Ouths in and for the Province of Alberta

ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta Barrister & Solicitor

day



HISTORICAL LAND TITLE CERTIFICATE

CURRENT TITLE WITH HISTORICAL DATA

S

LINC

SHORT LEGAL

0036 947 240 1525099;25;3

TITLE NUMBER

182 215 061 +29

LEGAL DESCRIPTION

PLAN 1525099

BLOCK 25

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;27;53;9;NE

MUNICIPALITY: CITY OF SPRUCE GROVE

REFERENCE NUMBER: 152 353 840 +26

This is Exhibit *

Sworn before me this

A Notary Public, A Commissioner for in and for the Province of Alberta

ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta ______Payinter& Solicitor _ _ _

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

182 215 061 29/08/2018 ORDER

SEE INSTRUMENT

OWNERS

NORSTAR BUILDERS LTD. OF 202, 17930-105 AVE NW EDMONTON ALBERTA T5S 2H5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

032 450 468 20/11/2003 MORTGAGE

MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE.

COMMERCIAL SALES AND SERVICE CENTRE

595 BAY ST, SUITE 500

TORONTO

ONTARIO M5G2C2

ORIGINAL PRINCIPAL AMOUNT: \$4,000,000

072 730 048 19/12/2007 CAVEAT

PAGE 2

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

182 215 061 +29

RE : AMENDING AGREEMENT

CAVEATOR - CANADIAN IMPERIAL BANK OF COMMERCE.

COMMERCIAL SALES AND SERVICE CENTRE

595 BAY ST, SUITE 500

TORONTO

ONTARIO M5G2C2

AGENT - WAYNE R WHITLOCK

152 353 844 13/11/2015 UTILITY RIGHT OF WAY

GRANTEE - THE CITY OF SPRUCE GROVE.

AS TO PORTION OR PLAN:1525100

AS TO AREA "A"

172 254 956 28/09/2017 BUILDER'S LIEN

LIENOR - 1502315 ALBERTA LTD.

52027 R.R. 221

SHERWOOD PARK

ALBERTA T8E1C6

AGENT - MICHELLE A HOLYK

AMOUNT: \$348,894

172 255 336 29/09/2017 BUILDER'S LIEN

LIENOR - MICHELLE ADOLPH

8 BRIARWOOD WAY

STONY PLAIN

ALBERTA T7Z2R4

AMOUNT: \$18,077

172 258 201 02/10/2017 BUILDER'S LIEN

LIENOR - GLENORA LUMBER & BUILDING SUPPLIES LTD.

14505-116 AVENUE

EDMONTON

ALBERTA T5M3E8

AGENT - KERRY CONNELLY

AMOUNT: \$1,037

172 260 764 04/10/2017 BUILDER'S LIEN

LIENOR - DIVERSIFIED MECHANICAL LTD.

C/O MCALLISTER LLP

ATTN: GRADY ROWAND

2500, 10155-102 STREETEDMONTON

ALBERTA T5J4G8

AGENT - GRADY ROWAND

AMOUNT: \$8,803

172 261 237 05/10/2017 BUILDER'S LIEN

LIENOR - WESTCON PRECAST INC.

19 RIEL DRIVE

ST ALBERT

PAGE 3

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

182 215 061 +29

ALBERTA T8N3Z2

AGENT - YUAN TAO LI

AMOUNT: \$1,541

172 261 520 05/10/2017 BUILDER'S LIEN

LIENOR - JAYSON GLOBAL ROOFING INC.

9810 62 AVENUE NW

EDMONTON

ALBERTA T6E0E3

AGENT - JONATHAN BUNCE

AMOUNT: \$5,551

172 261 883 05/10/2017 BUILDER'S LIEN

LIENOR - SELECT FIREPLACES LIMITED.

4144-95 ST NW

EDMONTON

ALBERTA T6E6H5

AGENT - JAMES FANKHANEL

AMOUNT: \$50,527

172 262 442 06/10/2017 BUILDER'S LIEN

LIENOR - NIVEK CONSTRUCTION LIMITED.

6612-106 AVE NW

EDMONTON

ALBERTA T6A1G9

AGENT - KEVIN LABBE

AMOUNT: \$1,141

172 262 868 06/10/2017 BUILDER'S LIEN

LIENOR - ALL WEATHER WINDOWS LTD.

C/O LIEN-PRO INC. 17315B-108 AVE NW

EDMONTON

ALBERTA T5S1G2

AGENT - LIEN-PRO INC.

AMOUNT: \$9,209

172 265 099 10/10/2017 BUILDER'S LIEN

LIENOR - IGLOO BUILDING SUPPLIES GROUP LTD.

1600, 10025 102 A AVE

EDMONTON

ALBERTA T5J2Z2

AGENT - BRIAN J BRENDZAN

AMOUNT: \$25,844

172 265 345 11/10/2017 BUILDER'S LIEN

LIENOR - MOBIL HEATING AND AIR CONDITIONING INC.

BOSECKE & ASSOCIATES

102, 9333 47 STREET NW

PAGE 4

REGISTRATION # 182 215 061 +29 NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON

ALBERTA T6B2R7

AGENT - SALVADOR TINAJERO

AMOUNT: \$2,692

172 266 206 11/10/2017 BUILDER'S LIEN

LIENOR - 1524666 ALBERTA LTD.

C/O BIRDSELL GRANT LLP 102, 5300-50TH STREET

STONY PLAIN

ALBERTA T7Z1T8

AMOUNT: \$7,670

172 277 525 23/10/2017 CAVEAT

RE : SEE CAVEAT

CAVEATOR - JESPERDALE COMMUNITIES INC.

3200, 10180 - 101 STREET

EDMONTON

ALBERTA T5J3W8

AGENT - JEREMY TAITINGER

172 282 994 27/10/2017 BUILDER'S LIEN

LIENOR - TRANS AMERICA MANAGEMENT 2000 INC.

5808 190A STREET

EDMONTON

ALBERTA T6M2G5

AGENT - LYNE GIRALDEAU

AMOUNT: \$354

172 325 108 06/12/2017 CERTIFICATE OF LIS PENDENS

182 071 313 26/03/2018 CERTIFICATE OF LIS PENDENS

BY - GLENORA LUMBER & BUILDING SUPPLIES LTD.

AFFECTS INSTRUMENT: 172258201

182 073 081 27/03/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172261520

182 073 776 28/03/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172265099

BUILDER'S LIEN ACT

182 076 258 03/04/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172260764

182 216 073 30/08/2018 DISCHARGE OF MORTGAGE 032450468

AND CAVEAT 072730048

AND BUILDER'S LIEN 172254956

AND BUILDER'S LIEN 172255336

AND BUILDER'S LIEN 172258201

REGISTRATION		# 182 215 061 +29 PARTICULARS
NOMBER	DRIE (D/H/I)	EART LOUISING
182 216 074	30/08/2018	DISCHARGE OF BUILDER'S LIEN 172260764
		AND BUILDER'S LIEN 172261237
		AND BUILDER'S LIEN 172261520
		AND BUILDER'S LIEN 172261883
		AND BUILDER'S LIEN 172262442
		AND BUILDER'S LIEN 172262868
		AND BUILDER'S LIEN 172265099
182 216 075	30/08/2018	DISCHARGE OF BUILDER'S LIEN 172265345
		AND BUILDER'S LIEN 172266206
		AND CAVEAT 172277525
		AND BUILDER'S LIEN 172282994
		AND CERTIFICATE OF LIS PENDENS 172325108
		AND CERTIFICATE OF LIS PENDENS 182071313
		AND CERTIFICATE OF LIS PENDENS 182073081
182 216 076	30/08/2018	DISCHARGE OF CERTIFICATE OF LIS PENDENS 182073776
		AND CERTIFICATE OF LIS PENDENS 182076258
182 216 182	30/08/2018	MORTGAGE
		MORTGAGEE - CANADA ICI CAPITAL CORPORATION.
		3540 MANULIFE PLACE
		10180-101 ST NW
		EDMONTON
		ALBERTA T5J3S4
		ORIGINAL PRINCIPAL AMOUNT: \$8,100,000
182 216 183	30/08/2018	
		RE : ASSIGNMENT OF RENTS AND LEASES
		CAVEATOR - CANADA ICI CAPITAL CORPORATION.
		C/O BROWNLEE LLP
		2200 10155-102 ST NW

2200, 10155-102 ST NW EDMONTON ALBERTA T5J4G8 AGENT - ROGER I SWAINSON

30/08/2018 MORTGAGE 182 216 184

MORTGAGEE - CANADA ICI CAPITAL CORPORATION. 3540 MANULIFE PLACE 10180-101 ST NW EDMONTON ALBERTA T5J3S4 ORIGINAL PRINCIPAL AMOUNT: \$1,750,000

182 216 185 30/08/2018 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADA ICI CAPITAL CORPORATION. C/O BROWNLEE LLP 2200, 10155-102 ST NW

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

PAGE 6 # 182 215 061 +29

EDMONTON ALBERTA T5J4G8 AGENT - ROGER I SWAINSON

TOTAL INSTRUMENTS: 030

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 6 DAY OF SEPTEMBER, 2018 AT 01:55 P.M.

ORDER NUMBER: 35836489

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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HISTORICAL LAND TITLE CERTIFICATE

CURRENT TITLE WITH HISTORICAL DATA

S

LINC SHORT LEGAL

0036 947 281 1525099;25;7

TITLE NUMBER 182 215 061 +30

LEGAL DESCRIPTION

PLAN 1525099

BLOCK 25

LOT 7

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;27;53;9;NE

MUNICIPALITY: CITY OF SPRUCE GROVE

REFERENCE NUMBER: 152 353 840 +30

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

182 215 061 29/08/2018 ORDER

SEE INSTRUMENT

OWNERS

NORSTAR BUILDERS LTD. OF 202, 17930-105 AVE NW EDMONTON

ALBERTA T5S 2H5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

032 450 468 20/11/2003 MORTGAGE

MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE.

COMMERCIAL SALES AND SERVICE CENTRE

595 BAY ST, SUITE 500

TORONTO

ONTARIO M5G2C2

ORIGINAL PRINCIPAL AMOUNT: \$4,000,000

072 730 048 19/12/2007 CAVEAT

PAGE 2

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

182 215 061 +30

RE : AMENDING AGREEMENT

CAVEATOR - CANADIAN IMPERIAL BANK OF COMMERCE.

COMMERCIAL SALES AND SERVICE CENTRE

595 BAY ST, SUITE 500

TORONTO

ONTARIO M5G2C2

AGENT - WAYNE R WHITLOCK

152 353 844 13/11/2015 UTILITY RIGHT OF WAY

GRANTEE - THE CITY OF SPRUCE GROVE.

AS TO PORTION OR PLAN: 1525100

AS TO AREA "A"

172 255 333 29/09/2017 BUILDER'S LIEN

LIENOR - MICHELLE ADOLPH

8 BRIARWOOD WAY

STONY PLAIN

ALBERTA T7Z2R4

AMOUNT: \$18,357

172 260 439 04/10/2017 BUILDER'S LIEN

LIENOR - LEHIGH HANSON MATERIALS LIMITED.

12640 INLAND WAY

EDMONTON

ALBERTA T5V1K2

AGENT - LIEN-PRO INC.

AMOUNT: \$7,204

172 260 725 04/10/2017 BUILDER'S LIEN

LIENOR - DIVERSIFIED MECHANICAL LTD.

ATTN: GRADY ROWAND C/O MCALLISTER LLP

2500, 10155-102 STREETEDMONTON

ALBERTA T5J4G8

AGENT - GRADY ROWAND

AMOUNT: \$9,648

172 261 235 05/10/2017 BUILDER'S LIEN

LIENOR - WESTCON PRECAST INC.

19 RIEL DRIVE

ST ALBERT

ALBERTA T8N3Z2

AGENT - YUAN TAO LI

AMOUNT: \$1,541

172 261 267 05/10/2017 BUILDER'S LIEN

LIENOR - TIMBER-CON CONSTRUCTORS LTD.

12106-41 ST

EDMONTON

PAGE 3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

182 215 061 +30

ALBERTA T5W2M6

AGENT - CORNELIS JOHN SNATERSE

AMOUNT: \$2,995

172 261 492 05/10/2017 BUILDER'S LIEN

LIENOR - JAYSON GLOBAL ROOFING INC.

9810 62 AVENUE NW

EDMONTON

ALBERTA T6E0E3

AGENT - JONATHAN BUNCE

AMOUNT: \$1,319

172 261 845 05/10/2017 BUILDER'S LIEN

LIENOR - 1286984 ALBERTA LTD.

O/A HADEN PUMPING 52-54403 RGE RD 251

STURGEON COUNTY ALBERTA T8T0B5

AGENT - KANDY SUTHERLAND

AMOUNT: \$894

172 261 883 05/10/2017 BUILDER'S LIEN

LIENOR - SELECT FIREPLACES LIMITED.

4144-95 ST NW

EDMONTON

ALBERTA T6E6H5

AGENT - JAMES FANKHANEL

AMOUNT: \$50,527

172 262 440 06/10/2017 BUILDER'S LIEN

LIENOR - NIVEK CONSTRUCTION LIMITED.

6612-106 AVE NW

EDMONTON

ALBERTA T6A1G9

AGENT - KEVIN LABBE

AMOUNT: \$1,018

172 262 842 06/10/2017 BUILDER'S LIEN

LIENOR - ALL WEATHER WINDOWS LTD.

C/O LIEN-PRO INC. 17315B-108 AVE NW

EDMONTON

ALBERTA T5S1G2

AGENT - LIEN-PRO INC.

AMOUNT: \$10,233

172 268 218 13/10/2017 BUILDER'S LIEN

LIENOR - IGLOO BUILDING SUPPLIES GROUP LTD.

1600, 10025 102 A AVE

PAGE 4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

182 215 061 +30

EDMONTON

ALBERTA T5J2Z2

AGENT - BRIAN J BRENDZAN

AMOUNT: \$25,066

172 277 583 23/10/2017 CAVEAT

RE : VENDOR'S LIEN

CAVEATOR - JESPERDALE COMMUNITIES INC.

3200, 10180 - 101 STREET

EDMONTON

ALBERTA T5J3W8

AGENT - JEREMY TAITINGER

172 286 868 01/11/2017 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172260439

172 297 725 14/11/2017 CAVEAT

RE : PURCHASERS INTEREST

CAVEATOR - ALEXIE PERTICH

CAVEATOR - SEAN OBRIGEWITCH

BOTH OF:

45 GILMORE WAY

SPRUCE GROVE

ALBERTA T7X0M5

AGENT - ALBERT A ROBINSON

(DATA UPDATED BY: CHANGE OF ADDRESS 172312146)

172 312 146 24/11/2017 CHANGE OF ADDRESS FOR SERVICE

RE: ALEXIE PERTICH

RE: SEAN OBRIGEWITCH

BOTH OF:

45 GILMORE WAY

SPRUCE GROVE

ALBERTA T7X0M5

AFFECTS INSTRUMENT: 172297725

172 325 108 06/12/2017 CERTIFICATE OF LIS PENDENS

182 073 081 27/03/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172261492

182 073 775 28/03/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172268218

BUILDER'S LIEN ACT

182 075 872 03/04/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172261267

182 076 256 03/04/2018 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 172260725

PAGE 5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

182 215 061 +30

182 216 064 30/08/2018 DISCHARGE OF MORTGAGE 032450468

AND CAVEAT 072730048

AND BUILDER'S LIEN 172255333

AND BUILDER'S LIEN 172260439

AND BUILDER'S LIEN 172260725

182 216 065 30/08/2018 DISCHARGE OF BUILDER'S LIEN 172261235

AND BUILDER'S LIEN 172261267

AND BUILDER'S LIEN 172261492

AND BUILDER'S LIEN 172261845

AND BUILDER'S LIEN 172261883

AND BUILDER'S LIEN 172262440

AND BUILDER'S LIEN 172262842

182 216 066 30/08/2018 DISCHARGE OF BUILDER'S LIEN 172268218

AND CAVEAT 172277583

AND CERTIFICATE OF LIS PENDENS 172286868

AND CAVEAT 172297725

AND CERTIFICATE OF LIS PENDENS 172325108

AND CERTIFICATE OF LIS PENDENS 182073081

AND CERTIFICATE OF LIS PENDENS 182073775

AND CHANGE OF ADDRESS FOR SERVICE 172312146

182 216 067 30/08/2018 DISCHARGE OF CERTIFICATE OF LIS PENDENS 182075872

AND CERTIFICATE OF LIS PENDENS 182076256

182 216 182 30/08/2018 MORTGAGE

MORTGAGEE - CANADA ICI CAPITAL CORPORATION.

3540 MANULIFE PLACE

10180-101 ST NW

EDMONTON

ALBERTA T5J3S4

ORIGINAL PRINCIPAL AMOUNT: \$8,100,000

182 216 183 30/08/2018 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - CANADA ICI CAPITAL CORPORATION.

C/O BROWNLEE LLP

2200, 10155-102 ST NW

EDMONTON

ALBERTA T5J4G8

AGENT - ROGER I SWAINSON

182 216 184 30/08/2018 MORTGAGE

MORTGAGEE - CANADA ICI CAPITAL CORPORATION.

3540 MANULIFE PLACE

10180-101 ST NW

EDMONTON

ALBERTA T5J3S4

PAGE 6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

182 215 061 +30

ORIGINAL PRINCIPAL AMOUNT: \$1,750,000

182 216 185 30/08/2018 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - CANADA ICI CAPITAL CORPORATION.

C/O BROWNLEE LLP

2200, 10155-102 ST NW

EDMONTON

ALBERTA T5J4G8

AGENT - ROGER I SWAINSON

TOTAL INSTRUMENTS: 031

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ORDER NUMBER: 35836489

CUSTOMER FILE NUMBER:



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Allan Garber

From:

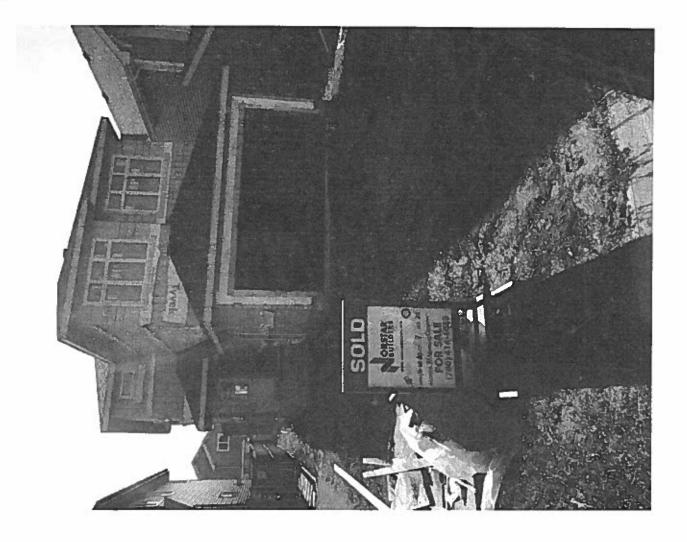
Michelle <0baca13@telus.net> September 7, 2018 10:45 AM

Sent: To:

Allan Garber

Subject:

30 Autumnwood Cres SOLD



Michelle Adolph BACA CONSTRUCTION LTD Sent from my iPhone

A Notary Public, A Commissioner for Outher in and for the Province of Alberta

> ALLAN A. GARBER A Commissioner for Oaths and Notary Public in and for Alberta Barrister & Solicitor

Allan Garber

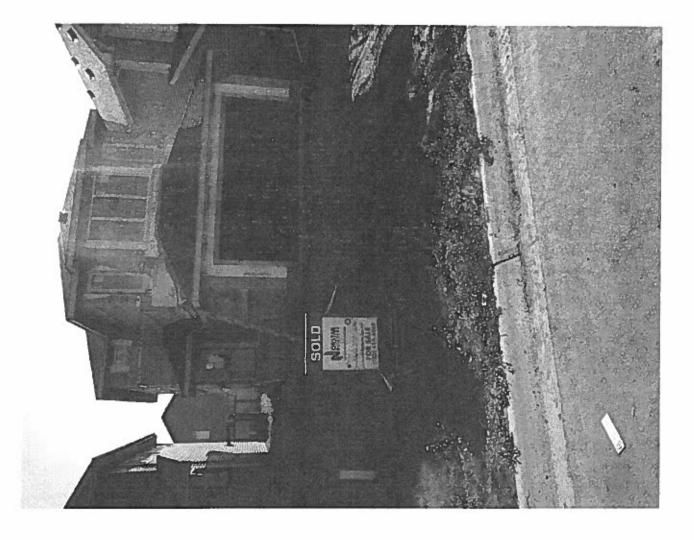
From: Sent: Michelle <0baca13@telus.net> September 7, 2018 10:44 AM

To:

Allan Garber

Subject:

38 Autumnwood Cres SOLD



Michelle Adolph BACA CONSTRUCTION LTD Sent from my iPhone





This is Exhibit " referred to in the Affidavit of Alolph Swom before me this 4

A Notary Public, A Commissioner for Outher in and for the Province of Alberta

COMMUNITY

SHOWHOMES

BUILDERS

ALLAN A. GARBER
A Commissioner for Oaths
and Notary Public in and for Alberta
Barrister & Solicitor

MAPS

CONTACT US

Location

Amenities

Community Guidelines

Developer

Events

Community

You've been searching for a neighbourhood that reflects you and your lifestyle. In Jesperdale, you will find a serene, beautiful place to raise a family. A community where neighbours connect. A place to call home.

Featuring the stunning Dog Creek, Jesperdale in Spruce Grove is a nature-lover's dream come true. Boasting preserved green spaces, ambling trails and stunning ponds, Jesperdale is yours to enjoy. Naturally.

Learn more about the amenities Jesperdale residents enjoy.

New homes in Spruce Grove

Whether you want to build an affordable home in a beautiful neighbourhood or have been saving for your dream home, Jesperdale is the neighbourhood for you.

In Jesperdale, you will find:

- · Luxurious estate homes with double or triple attached garages
- · Single-family homes with double attached garages
- · Duplexes with single or double attached garages

Visit our showhomes to find your perfect home.

Location

While the welcoming beauty of Jesperdale will entice you to stay home, getting in and out of the community is a breeze, thanks to its ideal <u>location</u>.

Visit Jesperdale, and step into your future.

Jesperdale's natural beauty



Spruce Grove's hidden gem, Jesperdale features the pristine Dog Creek, stunning ponds and winding walking trails.

Find Jesperdale





A new community near Edmonton, Jesperdale offers new homes in Spruce Grove, Alberta.

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Community Guidelines

Developer

Events

First and foremost a family company

Melcor Developments is a family-owned business that has quietly built a reputation as one of Alberta's premier development companies. Governed by a board of directors and publicly traded on the TSX under the symbol MRD, Melcor Developments has over 80 years of experience in the

province. Melcor Developments' primary business focus is the acquisition of land for development and sale of residential communities, multi-family sites and commercial sites.

Developing vibrant spaces across North America

Melcor Developments also develops, owns and manages commercial income properties, as well as three golf courses. You'll find Melcor Developments communities in many regions throughout Alberta including: Calgary, Edmonton, Red Deer, Lethbridge, St. Albert, Spruce Grove, Leduc, Chestermere and, of course, Airdrie. Melcor Developments has also had the opportunity to develop innovative properties in California and Arizona.



Jesperdale's natural beauty



Spruce Grove's hidden gem, Jesperdale features the pristine Dog Creek, stunning ponds and winding walking trails.

Find Jesperdale



A new community near Edmonton, Jesperdale offers new homes in Spruce Grove, Alberta.



SHOWHOMES

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FAQ

PRIVACY POLICY

SITEM





COMMUNITY

SHOWHOMES

BUILDERS

MAPS

CONTACT US

Contact Us

Have a question?

For information about homes, lots, prices and availability, please contact:

Melcor Developments Ltd.

900, 10310 Jasper Ave Edmonton, Alberta,

T5J 1Y8

Phone: (780)423-6931

E-Mail: mbrown@melcor.ca



Please see the <u>Frequently Asked Questions</u> for additional information on Jesperdale. You may also send us your questions through the form provided.

If you're interested in hearing more about Jesperdale let us know. We will add you to our mailing list and send periodic updates on the community.

Your Name:	
Your Email Address:	
Your Message:	
I consent to receive electronic messages on and upcoming events from Melcor.	the Aurora community
I consent to receive electronic messages on res neighbourhoods (check all that apply):	idential communities from Melcor in the following
SE Edmonton	
SW Edmonton	
■ West Edmonton	
St. Albert	
☐ Spruce Grove	
□ Leduc	
Note: you will be able to unsubscribe and to manage y	our subscription choices at any time.
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Builder Directory

San Rufo Homes

Builder Website

Contact San Rufo Homes

Bedrock Homes

Phone: 587-286-3001

Builder Website

Contact Bedrock Homes

Jesperdale's natural beauty



Spruce Grove's hidden gem, Jesperdale features the pristine Dog Creek, stunning ponds and winding walking trails.

Find Jesperdale



A new community near Edmonton, Jesperdale offers new homes in Spruce Grove, Alberta.

SHOWHOMES

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FAQ

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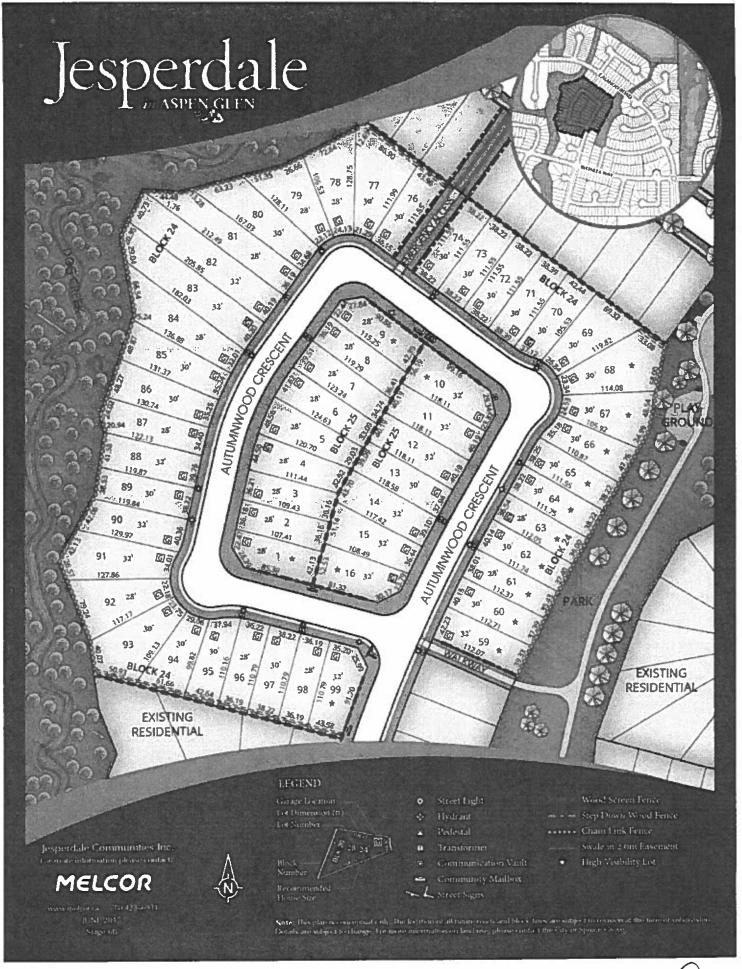
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Мар



THE ESTATES OF JESPERDALE IN ASPEN GLEN



Architectural Guidelines

September 2013

his is Exhibit " "referred to in the

Sworn before me this

A Notary Public, A Commissioner for Oeths In and for the Province of Alberta

ALLAN A. GARBER
A Commissioner for Oaths
and Notary Public in and for Alberta
Barrister & Solicitor



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Objective:

To achieve in this subdivision the highest possible standard of visual appeal, benefiting the building initially, and the residents ultimately.

Concept:

Each unit should predominately attempt to integrate into the overall look of the area. It is very important that the RELATIVE heights, massing and style of each unit complement its neighbor and the "look" of the subdivision. The objective is to provide the greatest possible latitude in exterior style and finish to permit the homeowner to own the home of their choice. The Architectural Guidelines are designed to provide visual control for siting and colour, and to obtain the best possible streetscape appearance. Emphasis will be concentrated on trying to create a strong "curb appeal" to each home through attention to detail on the front elevation.

Disputes:

Individual concerns will be adjudicated by Melcor Developments Ltd., and their decision will be final.

HOUSE DESIGN

These design guidelines are developed to guide and detail the overall "streetscape" and curb appeal of this subdivision through attention to detail on the home entry and front elevations and also high visibility locations through special design. A minimum requirement of 120 square feet of brick or equivalent stone is required on the homes. Where the brick or equivalent stone does not extend the entire face of an area, an appropriate cap or finish is required. Homes using stucco as the primary finish are required to incorporate stucco detailing.

1.1 City of Spruce Grove Standards

Formal standards for development will be those as established in the City of Spruce Grove Zoning Bylaw. Conformity with these guidelines does not supersede the required approval process of the City of Spruce Grove. Note relevant plans regarding utilities and rights-of way.

1.2 Siting of House

Consider siting minimum side yards against the garage elevations, allowing for larger side yards against the living room (opposite) side yard. The wider yards will enhance the landscaped area between houses.

1.3 Minimum House Sizes

All houses shall be a minimum exterior width within 2'0" of the building pocket width for each lot, without offsetting the garage by more than 4'-0". Exceptions to this requirement will be reviewed for acceptance when a triple car garage option is proposed. Appropriate massing and articulation of the garage walls and roofs will be a requirement of all triple car garage designs.

1.4 Lot Grading

Lot grading is to conform to the latest approved subdivision grading plan. Do not grade to existing vacant lots or undeveloped land, but to the elevation provided. Final grade certificates must be prepared by a Surveyor and approved by the City of Spruce Grove Drainage Department showing that lot grades comply with the subdivision grading plan as a condition of refund of security deposit.

1.5 Repetition

The same house plan or model shall be separated by two (2) lots on the same side of the street and it will not be allowed directly across the street. This may be altered at the Architectural Consultant's discretion if it can be shown that the two houses in question are located so as not to be visible together from any given angle. The same model may be allowed to be separated by one (1) lot if significant changes have been made to the house style, roof pitch, and exterior materials to the satisfaction of the Architectural Consultant. The predominance of any one particular model on a streetscape will not be allowed.

1.6 Corner Lots

Special attention must be paid to side elevations and side yard setbacks on all corner lots. The side elevations should have the same treatment (i.e. box outs, detailed battens, and stone/brick) as the front elevation, as it is even more visible than the front elevation from the street. Two storey plans will be allowed on corner lots. Side elevations on all corner lots must be approved by the Architectural Consultant. Side drive garages will be allowed on corner lots subject to review by the Architectural Consultant.

1.7 High Visibility Lots

High visibility elevations as noted on marketing plans will require special design consideration. These elevations must have openings of a number and size that is suited to the wall area, and incorporate detailing consistent with the front elevation and overall design.

1.8 Roof Lines

The roof lines on any home must be consistent and complimentary to the total house design. Roof pitches of a minimum of 6:12 are required. Bungalows are to have a minimum roof pitch of 7:12. Some house types may require a steeper roof pitch to accommodate the streetscape.

MATERIALS

2.1 Roof Materials

IKO, Cambridge BP, Harmony GAF, Timberline - Weatherwood, Dual Black, Harvard Slate, Driftwood

- Twilight Grey, Shadow Black Driftwood, Antique Grey, Stonewood

- Weatherwood, Charcoal Blend, Sablewood, Barkwood,

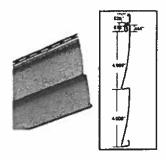
Minimum roof overhang to be 18 inches except over a cantilever, bay or boxed out window where the minimum overhand required is 12 inches. The roof lines on any house must be consistent or complimentary to the total house design.

2.2 Primary Finish

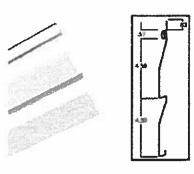
Vinyl siding, stucco, brick or stone will be allowed. All stucco must be complimented with stucco detailing.

All horizontal vinyl siding must be Traditional/Clapboard profile, minimum exposure to be 3" and maximum to be 4.5". Dutch lap/Designer profile will not be permitted. See sketches below.

Acceptable Profile:



Not Acceptable Profile:



The maximum height of parging is 2'0" on all elevations. For bi-levels the maximum is 1'0".

2.3 Trim Materials

Mandatory Features:

Fascia boards are to be a minimum 8" on all lots. Decorative grill or muntin bars must be used on all windows facing the street including side windows of bays and any window within 3 feet of the front corner.

The two following items are mandatory:

- shadow boards on all front gables (minimum 6")
- Trim battens on front windows and doors or shutters on front windows with battens on top and bottom.

No false fronts shall be permitted unless the material utilized on the front elevation of the dwelling is either brick or stone.

Melcor highly recommends the use of two colours. These colours can be used on the following:

- primary finish
- battens
- window trim

2.4 Chimneys/Vents

All flues are to be boxed in with the same finish and detailing as the house.

2.5 Elevations/Detailing

To achieve the standard and calibre of visual appeal, a requirement for architectural detailing and continuity will apply to all homes. A minimum requirement of 120 square feet of brick or equivalent stone is required on the homes. Where the brick or equivalent stone does not extend the entire face of an area, an appropriate cap or finish is required. Brick applied as an accent will not be permitted.

If appropriate to the design (i.e. Craftsman and Prairie), it is recommended to have brick/stone applied to no less than 75% of the wall height c/w soldier course or heavy trim at top to achieve the minimum requirement (i.e. 8' wall height will require brick/stone installation of 6'). The use of window and door surrounds will be a feature on all homes.

The application of a variety of cladding materials, including stucco and siding, will be permitted.

Entrance ways will be covered at a level that encloses and protects the space – at the first level or a height proportionate to the design. The grand, but somewhat overwhelming, two storey pillared entries will be discouraged. Wooden verandas and porches must be skirted to grade with closed risers. All exposed wood must be stained out to match the wall or trim colour.

2.6 Colours

All exterior colour schemes will be approved on a lot by lot basis. The Architectural Consultant reserves the right to approve or disapprove any colour scheme. The Architectural Consultant has the authority to make changes in a colour scheme, so that it blends with adjacent homes. The Architectural Consultant will make the final decision on the colour of the houses. Each colour scheme is to include exact colour chips.

2.7 Driveways and Garages

Attached double front garages with concrete or paving stone driveways are required on all houses. Triple Car garages will be allowed subject to appropriate siting and massing consistent with the neighborhood. Garage doors must be painted to match the main colour of the home. The maximum distance between the top of the garage door and the garage eave line should not be more than 600mm (2 feet) without the addition of an architectural feature or detailing. A deep tooled joint is recommended, a maximum of five feet into driveway from the existing concrete sidewalk or curb and gutter. In the event of any future repair, the deep cut will facilitate any settlement and make the maintenance repair appear more professional. Garages are to be located in accordance with the garage location plan which may be obtained from the developer. The garage location plan is subject to change.

LANDSCAPING AND FENCING

3.1 Landscaping

One tree and sod are to be planted by the homeowner in the front yard. At least one additional landscape feature such as a shrub bed, flower bed, rock garden, etc. is also to be provided.

Landscaping is to be completed within 6 months of completion of the house or when weather permits.

The trees are to be a combination of 2" calliper deciduous or 6' evergreen trees. Measurement for calliper size will be taken 6" above the ground. Smaller sizes will not be accepted.

3.2 Fencing

Fencing in Jesperdale Estates is to be coordinated in both design and colour, and must be constructed according to the details attached.

SUBDIVISION APPEARANCE

4.1 Signage

Signage will be allowed on a builder's lot only; no home builder or contractor signage will be allowed on medians or boulevards.

4.2 Excavation Material

Builders must ensure that all excavation is kept within the confines of their lot. Any spillage on a road, sidewalk or neighbouring lot must be removed immediately or Melcor will arrange for its removal and invoice for expenses.

4.3 Clean-Up

Builders should encourage timely removal by all sub-trades of litter on building sites. Builders found negligent will be back charged for cleanup carried out by the Developer. Supply of bins by the builder is MANDATORY. Any general cleanup of the subdivision initiated by Melcor can and will be charged prorate to all builders.

OTHER IMPORTANT GUIDELINES

5.1 Damages

The cost of repairs due to builder damages to existing features and utilities will be billed to the builder or deducted from the builder's security deposit and the builder will be invoiced for damages beyond what the security deposit covers. Builders must pre-inspect their lot for damages to services, walks or curbs and list any damages in writing to Melcor.

5.2 Sump Pumps

Weeping tiles should NOT be connected to the sanitary sewer. Weeping tiles should drain to a sump pump and the flows will be discharged to the surface by means of a sump pump. This configuration should comply with Municipal and Provincial standards.

5.3 Downspouts

Must be directed away from the house to streets or rear drainage structures. Storm water must not be directed onto adjacent lots.

5.4 Retaining Walls

The builder is responsible for any retaining walls.

5.5 Footing Elevations

Builders are responsible for inspecting footing elevations.

APPROVAL PROCESS

6.1 Submissions

An application must be submitted to the designated consultant as follows:

- a) completed and signed application form
- b) one complete set of plans and elevations drawn at 1/4" = 1' scale or the metric equivalent
- c) one copy of the plot plan with grade elevations as prepared by the designated surveyor
- d) colour/product samples, if required

A copy of the application form and marked up set of plans shall be made available to the builder. The original application form and one set of similarly marked prints will be kept for future reference.

Any changes by the builder from approved plans must be submitted to the Developer or its Designated Design Consultant and approved in writing. Incomplete applications cannot be processed. An application is deemed to be received on the date that it is complete in its entirety.

Please forward submissions to:

Windward Landtec Inc. 12128 – 121A Street Edmonton, Alberta T5L 0A4

Phone: 780-454-6799 Fax: 780-454-6896

6.2 Release of Security

A security deposit of \$5,000.00 is required for all lots.

The Developer must be in receipt of the following:

- Rough grade and final grade certificates and approval from the City of Spruce Grove.
- written request for release accompanied by lot grading certificate
- final inspection report by Design Consultant outlining as-built conformance with the guidelines and house plan approval
- final inspection by designated Design Consultant for report of damages to municipal improvements
- inspection of the completion of all minimum landscaping requirements