ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

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AGRC

CAVEAT

TO THE REGISTRAR OF THE ALBERTA LAND TITLES OFFICE

TAKE NOTICE that **RED DEER EVERGREEN HOMEOWNERS ASSOCIATION** (the "Caveator") of Edmonton, in the Province of Alberta, claims an interest under and by virtue of an Encumbrance Agreement in writing, dated August 29, 2024, and made between **ANDERS EAST TWO COMMUNITIES INC.**, as registered owner, and the Caveator whereby the said registered owner and the Caveator agreed, all in accordance with the terms of the said Encumbrance Agreement, a true copy of which is attached to and forms part of this Caveat, in the lands described as follows:

See Schedule "A" attached hereto.

standing in the register in the name of **ANDERS EAST TWO COMMUNITIES INC.**, and the Caveator forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to the Caveator's claim.

THE CAVEATOR DESIGNATES 900, 10310 Jasper Avenue, Edmonton, AB, T5J 1Y8, as the place at which notices and proceedings relating hereto may be served.

Dated this 29th day of August, 2024.

RED DEER EVERGREEN HOMEOWNERS ASSOCIATION

PER: _____

PER: _____

RED DEER EVERGREEN HOMEOWNERS ASSOCIATION
Corporate Seal

AFFIDAVIT IN SUPPORT OF CAVEAT

I, SUSAN KEATING, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

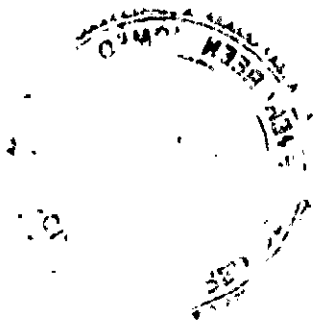
1. That I am Agent for the Caveator.

2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME Tanya Eklund)
at the City of Edmonton, in the)
Province of Alberta, this 29th)
Day of August, A.D. 2024)
) SUSAN KEATING
)

_____
A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

TANYA L. EKLUND
COMMISSION EXPIRES
MAY 24th, 20 24



SCHEDULE "A"

PLAN 2421893
BLOCK 8
LOTS 26 – 60 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 2421893
BLOCK 9
LOTS 1 – 7 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

ENCUMBRANCE AGREEMENT

MADE AS OF THIS 29th day of August, 2024.

BETWEEN:

ANDERS EAST TWO COMMUNITIES INC.
a body corporate incorporated under the laws of the Province of Alberta
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

RED DEER EVERGREEN HOMEOWNERS ASSOCIATION,
a society incorporated under the Societies Act of Alberta, with registered office at 900, 10310 Jasper Avenue, in the City of Edmonton, in the Province of Alberta, T5J 1Y8
(hereinafter called the "Homeowners Association")

OF THE SECOND PART

WHEREAS:

a. The Developer is registered as owner of lands in the City of Red Deer, in the Province of Alberta described in Schedule "A" hereto (the "Current Lots");

b. The Current Lots are part of a planned development in stages of lands that are herein described as the "Evergreen Subdivision", being lands described in Schedule "B" hereto;

c. The Developer wishes to develop on the Evergreen Subdivision a residential development for single-family homes and multi-family homes, special aspects of which are to be the sharing of maintenance of Subdivision Features by and through the Homeowners Association; and

d. The Homeowners Association is (and may become) the holder of leases, easements and other rights in, to and over the Feature Lands, including:

   i. easements and leases for Subdivision Features on Current Lots;

   ii. easements or leases for the Subdivision Features from the municipality or other party; and

   iii. such other leases and easements as the Homeowners Association deems appropriate for the overall benefit of the Evergreen Subdivision and its owners;

e. The lands encompassed in the Homeowners Association's functions may in future be extended to the Added Lands (whether owned by the Developer or any other developer of lands).

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

IN THIS INSTRUMENT the following items have the following meanings:

a. "**Added Lands**" means any and all lands adjacent to or near to the lands described in Schedule "B" hereto that fall within the Evergreen Community Area Structure Plan on file with the City of Red Deer and that may at any time or from time to time hereafter be included in the functions of the Homeowners Association and within the operation of this agreement.

b. "**CPI**" means the all-items Canadian national consumer price index established and published from time to time by Statistics Canada or any public or other body thereafter established to conduct similar functions in place of Statistics Canada. In the event that at any time or from time to time the time base for the CPI is changed from its current year (the "Current Time Base"), then for the purposes of this Lease, the CPI shall be adjusted so as to reflect a time base of the Current Time Base. In the event that the CPI is hereafter discontinued or unavailable or so materially altered as to make it substantially inadequate to measure changes in the cost of living in Canada, the CPI shall be an amount determined by an independent statistician as fairly reflecting changes in the cost of living in Canada, such statistician to be selected by the Homeowners Association, and the statistician's determination shall be binding on the parties hereto.

c. "**CPI Factor**" for a period means a number determined by dividing the CPI at the end of such period by the CPI at the start of such period. For the purpose of section 3(b)(i) hereof, the start of such period shall be the effective date hereof and the end of the period shall be the date as of which the CPI Factor is to be determined.

d. "**Current Lots**" means those lands described in Schedule "A" hereto;

e. "**Feature Lands**" means the lands and areas of lands identified in Schedule "C" hereto and any other lands leased, licensed or owned by the Homeowner's Association or over which the Homeowner's Association assumes maintenance responsibilities from the municipality or otherwise.

f. "**Homeowner's Association Costs**" shall have the meaning set out in paragraph 3c..

g. "**Homeowners Association Land Interests**" means:

i. The leases and easements held by the Homeowners Association and the Developer on the Feature Lands;

ii. The leases, easements and other rights granted, or to be granted to the Homeowners Association by the City of Red Deer for any other entrance gateways, fences, walkways, parks, signage and other features in the Evergreen Subdivision; and

iii. Such other licenses, leases and easements within the Evergreen Subdivision as the Homeowners Association hereafter acquires.

h. **"Multi-Family Land"** means the parcel or parcels of land within the Evergreen Subdivision that are now or may in future be developed as multi-family housing properties.

i. **"Multi-Family Land Factor"** for a Multi-Family Land parcel is:

i. Fifteen (15) multiplied by the number of acres of land within the Multi-Family Land parcel if the Multi-Family Land is not subdivided or condominiumized further into Single-Family Building Lots, and

ii. The number of subdivided lots created within the Multi-Family Land if it is further subdivided or condominiumized into Single Family Building Lots.

j. **"Ordinary Resolution"** means a resolution passed by a majority of eligible votes at a properly constituted meeting of the Homeowner's Association, or a resolution in writing signed by eligible voters holdings a majority of eligible votes.

k. **"Owner"** means the registered owner in fee simple of a Current Lot.

l. **"Rent Charge"** shall have the meaning set out in paragraph 3a.

m. **"Rent Charge Proportion"** means:

i. As to all Single-Family Building Lots, a fraction equal to one (1) divided by the Rent Charge Total, and

ii. As to any Multi-Family Land parcel:

(1) If the Multi-Family Land remains unsubdivided or condominiumized into Single-Family Building Lots the fraction equal to the Multi-Family Land Factor divided by the Rent Charge Total, and

(2) If the Multi-Family Land is further subdivided or condominiumized into Single-Family Building Lots then for each lot or residential unit within such further subdivision the Rent Charge Proportion shall be equal to one divided by the Rent Charge Total.

n. "**Rent Charge Total**" means the aggregate of the sum of:

i. 1 times the number of Single-Family Building Lots, plus

ii. The aggregate Multi-Family Land Factors for all Multi-Family Land parcels have not been subdivided or condominiumized into Single-Family Building Lots,

situate from time to time within the Evergreen Subdivision and Added Lands (if any), as determined by the Homeowners Association from time to time.

o. "**Single-Family Building Lot**" means:

i. A detached single-family residential lot,

ii. A semi-detached (duplex) residential lot, or

iii. A fee simple townhouse lot or a bare-land condominium unit suitable for a single-detached, semi-detached or townhouse residence.

p. "**Subdivision Features**" includes fencing, entrance features, bridge, waterfall, decorative street lamps, landscaped cul-de-sac islands, walkways, electrical power and lighting, medians and boulevards, public utility lots, flower beds, parks and landscaping and other facilities now or hereafter constructed in the Evergreen Subdivision the care or maintenance of which may be undertaken from time to time by the Homeowners Association.

q. "**Evergreen Subdivision**" means lands described in Schedule "B" hereto and includes the Current Lots, and such other subdivided lots as may hereafter become parts of the subdivision known as Evergreen, and includes Added Lands, if any (the extent and boundaries of which shall be determined by the Homeowners Association).

r. "**Term**" means the period commencing on July 3, 2018, and expiring on July 3, 2118 - 100 years.

2. THE HOMEOWNERS ASSOCIATION

a. Rights and Obligations of the Homeowners Association

i. Notwithstanding the foregoing, the Owner acknowledges that the Homeowners Association or the City of Red Deer and their respective successors and assigns may replace Subdivision Features, as required from time to time due to maintenance or otherwise, with materials of a different nature, character, quality or appearance as those Subdivision Features being replaced.

ii. Responsibilities. The Homeowners Association, shall be responsible for the management and control of all Subdivision Features, including any mortgages or financing in respect thereto, and shall keep the same in good, clean and proper condition, order and repair.

iii. Manager. The Homeowners Association will initially be managed by Melcor Developments Ltd. ("Melcor") as the Homeowners Association agent (or by Melcor's agents as herein set forth) and that the Evergreen Subdivision Features will initially be wholly engineered, developed, operated and managed by Melcor (or its agents as herein set forth), and it is the intention of both parties that the Homeowners Association will have no responsibility for any portion of the Evergreen Subdivision Features, nor have any authority regarding such management of the Homeowners Association or such engineering, development, operation and management of any portion of the Evergreen Subdivision Features, until the date that the management of the Homeowners Association and of the Evergreen Subdivision Features is formally transferred to the Homeowners Association, that date (The "Turnover Date") which is the later of:

a) Six (6) months after the date upon which Melcor has sold its last lands within the Evergreen Subdivision Lands; or

b) The date upon which all monies owed to Melcor by the Homeowners Association have been fully repaid to Melcor or such earlier date as Melcor in its sole discretion may determine.

Despite the foregoing, Melcor may determine, in its sole discretion, prior to the Turnover Date above described:

a) To transfer management and/or ownership of any part of the Evergreen Subdivision Features to the Homeowners Association. It is understood and agreed that Melcor's rights in respect of the Evergreen Subdivision Features as herein contained shall continue unabated until the Turnover Date, notwithstanding its prior transfer of management and/or ownership of part of the Evergreen Subdivision Features to the Homeowners Association; and

b) To transfer certain aspects of the overall management of the Homeowners Association to the Homeowners Association.

Until the Turnover Date, Melcor shall have full and absolute control of the overall management of the Homeowners Association, and to construct, develop, manage and operate the Evergreen Subdivision Features and the Homeowners Association, and its Members, officers and directors shall have no right or entitlement to do or share in any of these functions.

After the Turnover Date the Homeowners Association may obtain, employ and pay for the services of any entity or person (hereinafter called the "Manager") to assist in managing its affairs and carrying out its rights and

obligations hereunder to the extent it deems advisable, as well as such other personnel as the Homeowners Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Homeowners Association or by the Manager. Without limitation, the Homeowners Association may contract with or employ the Developers or an associated company to perform and exercise (and in the Homeowners Association so contracting the Developers and the representatives it elects shall be free to exercise the Developer's voting right in the Homeowners Association) its rights and obligations or to act as Manager for any period. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed ten years, and be renewable only upon mutual consent of the parties.

iv. Implied Rights. The Homeowners Association may exercise other rights or privileges given to it expressly by this Agreement, its Articles or Bylaws, or by law, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

3. COVENANT FOR MAINTENANCE ASSESSMENTS

a. Until the Turnover Date, Melcor Developments Ltd. ("Melcor") will either prepare or approve the operating budget for the Homeowners Association, so as to allow for the proper operation of the Homeowners Association and maintenance and operation of the Evergreen Subdivision Features as determined in the sole opinion of Melcor acting reasonably. Such budget shall be considered in determining the Homeowners Association's annual rent charge.

b. There shall be payable to the Homeowners Association from time to time, as assessed and levied by the Homeowners Association, by the registered owner in fee simple of each Current Lot including each parcel of Multi-Family Land, a sum equal to such Single Family Building Lot's or Multi-Family Land's (as the case may be) Rent Charge Proportion of the Homeowners Association's Costs, as and by way of a rent charge (the "Rent Charge"). If a Multi-Family Land parcel is hereafter subdivided or condominiumized into Single-Family Building Lots from and after the registration of the plan for such subdivision or condominium, the Rent Charge Proportion applicable to such Multi-Family Land parcel shall become equal to the number of Single-Family Building Lots created by such plan, and the Rent Charge Proportion applicable to such Multi-Family Land parcel will thereafter be the same for each Single-Family Building Lot so created as it is for any other Single-Family Building Lot.

c. The Developer hereby, as registered owner in fee simple of each of the Current Lots subject to such liens, encumbrances and interests as are endorsed hereon, grants to the Homeowners Association a Rent Charge as against and in respect of each such Current Lot, equal as to each such Current Lot, to the lesser of:

i. In each case an amount equal to:

(1) $300.00 per annum multiplied by the CPI Factor for each Single-Family Building Lot from time to time during the Term or such other amount as is determined by Ordinary Resolution pursuant to paragraph 3(c); and

(2) $1000.00 per acre for Multi-Family Lands (that have not been subdivided or condominiumized into a Single-Family Building Lot) per annum during the Term or such other amount as is determined by Ordinary Resolution pursuant to paragraph 3(c);

ii. the Rent Charge Proportion of the Homeowners Association's Costs applicable to such Current Lot, from time to time during the Term hereof determined as herein provided for;

and encumbers, mortgages and charges each such Current Lot as security for payment of the Rent Charge applicable to each such Current Lot (respectively).

d. "Homeowners Association's Costs" for any period shall mean any and all costs incurred or to be incurred in such period (including without limitation reasonable reserves for future maintenance, repair and replacement costs) by the Homeowners Association in and in respect of carrying out and exercising its rights, duties and obligations hereunder, as determined by the Board of Directors of the Homeowners Association from time to time. Notwithstanding the foregoing, and notwithstanding Paragraph 3(b) hereof, the Homeowners Association's costs for any Current Lot except the Multi-Family Land (unless the latter is subdivided or condominiumized into a Single-Family Building Lot) shall not exceed the amount per annum applicable for such Lot under section 3(b)(i)(1) hereof (and as to the Multi-Family Land as long as it remains unsubdivided or condominiumized as aforesaid shall not exceed the amount per annum applicable for such Lot under 3(b)(i)(2)) unless authorized by Ordinary Resolution of the members of the Homeowners Association.

e. The Owner from time to time of each Current Lot shall pay the Rent Charge applicable to his Current Lot as and whenever required by the Homeowners Association. The Board of Directors of the Homeowners Association shall from time to time estimate the Homeowners Association's Costs (including without limitation reserves for maintenance, repair and replacement costs) for such period as it deems convenient to its administration and shall notify each Owner of the amount of such estimate and the Owner's share thereof (that is, his Rent Charge) by notice in writing given in accordance with paragraph 5 hereof. Each such estimate shall state the amount of the Rent Charge payable for the period. The Rent Charge for each Current Lot shall be the sum so notified by the Homeowners Association as applicable to the Current Lot and such Rent Charge for such period shall be due and payable on or before the 30th day following notice of the Rent Charge. If a Multi-Family Land Parcel is condominiumized by a condominium plan that does not create Single-Family Building Lots then the Rent Charge applicable to the Multi-Family Land Parcel shall be notified to the condominium

corporation created on such plan registration and such Rent Charge notification shall be binding upon all owners of units in such condominium as if each owner had been separately and specifically notified as of the date of notification to the condominium corporation. Further, the Rent Charge applicable to such Multi-Family Land Parcel shall be and remain a charge and encumbrance on all units and common property within the said parcel.

f. The Rent Charge shall be and is hereby made an encumbrance upon each respective Current Lot and the Homeowners Association shall have and be entitled to enforce such Rent Charge against each such (respective) lot in the same manner as provided for an "encumbrance" under the *Land Titles Act* of Alberta.

g. The said Rent Charge shall run with and bind the title to each such respective Current Lot and to each condominium unit and related common property interest.

h. Notwithstanding anything herein contained no Rent Charge shall be levied, assessed or payable for any period prior to the date on which the Developer gives notice to the Homeowners Association in writing (which notice shall be in the discretion of the Developer) that they will require the Homeowners Association to commence levying a Rent Charge (the "Levy Date"). Further, the Developer shall determine by notice in writing to the Homeowners Association (which notice shall be in the discretion of the Developer) the date that they shall turn over the management functions for the Evergreen Subdivision to the Homeowners Association (the "Turnover Date"). The Developer shall provide all duties and functions of the Homeowners Association prior to the Turnover Date but may compensate itself for the costs of doing so after the Levy Date from the Rent Charges paid. Notwithstanding anything else contained herein, the Developer shall not be subject to any Rent Charges levied on lots in the Evergreen Subdivision owned by it from and after the Levy Date.

i. The Board of Directors of the Homeowners Association shall (subject to the limitation stated in paragraph 3(c) hereof) be the sole determiner of the Homeowners Association's Costs, the Rent Charge Proportion, the amount of the Rent Charges from time to time and the dates on which they are payable; and a certificate stating the same and signed by two or more the Board of Directors of the Homeowners Association, or signed by an officer of the Developer, shall be conclusive and binding on all Owners within the Evergreen Subdivision (including without limitation the Owners of the Current Lots). The Board of Directors of the Homeowners Association shall, for and on behalf of the Homeowners Association (as the case may be), determine the Multi-Family Lands, in addition to the Current Lots that fall within the Evergreen Subdivision from time to time; and the foregoing certificate provisions shall apply to such determination.

i. Without limiting the foregoing, the Homeowners Association hereby confirms that the Rent Charge for each Current Lot for the initial one year period commencing on the Levy Date, has been set at the sum of:

(a) $100.00 per annum for each Single-Family Building Lot, and

(b) $1,000.00 per annum per acre for each parcel of Multi-Family Lands,

and such Rent Charge shall be payable on or before the 30th day following the Levy Date. If the Homeowners Association or its Board of Directors fails or omits to determine or notify Owners of the Rent Charge for any portion of the Term hereof after the Levy Date, or if the Rent Charge for any portion of the Term shall otherwise not be ascertained or ascertainable then the Rent Charge for such portion of the Term shall be and be deemed to be the sum per annum set out in subsections 3(i)(a) and 3(i)(b) (respectively) payable in one instalment for each Current Lot.

j. Any Rent Charge not paid when due shall bear interest (and the Owner of the Current Lot in default shall pay interest on the Rent Charge in default) at the rate of SIXTEEN (16%) per cent per annum calculated monthly, not in advance, from the date due until paid; and such interest shall be and is hereby made a charge upon the said lot. Further, the Owner in default shall pay any and all costs and expenses incurred by the Homeowners Association in collecting and/or enforcing the Rent Charge and its recovery including without limitation all reasonable legal fees and disbursements (on a solicitor-and-client full indemnity basis) incurred by or on behalf of the Homeowners Association. Such costs and expenses shall be and are hereby also made or charge upon the said lot.

k. The Homeowners Association shall be at liberty, in its sole discretion (but has no obligation), to postpone the Rent Charge and Encumbrance herein provided for, in respect of the Current Lot or part thereof, to a registered first mortgage of such Current Lot or part thereof, on such terms and conditions as the Homeowners Association may require, which may include (without limitation) a requirement for payment of a fee for and expenses incurred (including solicitor-and-his-own-client fees and disbursements) in connection with same and an undertaking by the mortgagee to recognize and leave in place this Encumbrance despite any foreclosure or sale of the Current Lot or part thereof.

l. This Agreement and the rights, licences, interests, privileges and charges hereby granted shall be for a term of one hundred (100) years commencing on July 3, 2018 and expiring July 3, 2118.

4. NOTICE

Notices hereunder may be given to an Owner of a Current Lot by delivery to, or by prepaid ordinary mail addressed to, such Owner's Current Lot, or by publication in a local newspaper circulating in Red Deer, Alberta. If a Current Lot is further subdivided by condominium plan, then notice to any Residential Unit Owners within the condominium may be given to the condominium corporation at its address for notice and a single notice to such condominium corporation shall bind all Residential Unit Owners. Notice to the Developer may be given at its principal office in Edmonton, Alberta. Notices to the Homeowners Association may be given by personal delivery to the registered office of the Homeowners Association or by personal service on one of the

Directors of the Homeowners Association. Notices to Current Lot may be addressed to "Members" or "Occupants" or "Owners" or "Residents" or any similar designation, and do not need to state the members' names. If a Parcel is part of a condominium property, notices to all Owners of Residential Units in such condominium will be deemed to be given on delivery or posting by ordinary mail to the registered address of the condominium corporation, or on newspaper publication as aforesaid.

5. MISCELLANEOUS

a. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

b. If any part of this Agreement shall be void, unlawful or unenforceable for any reason whatsoever, such part shall be severable from this agreement without affecting or derogating from the validity and enforceability of the remainder hereof.

IN WITNESS WHEREOF the parties have each hereunto affixed its respective seal as witnessed by the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

ANDERS EAST TWO COMMUNITIES INC.

Per: _____

Per: _____

ANDERS EAST TWO COMMUNITIES INC. Corporate Seal

RED DEER EVERGREEN HOMEOWNERS ASSOCIATION

Per: _____

Per: _____

RED DEER EVERGREEN HOMEOWNERS ASSOCIATION Corporate Seal

SCHEDULE "A"

TO ENCUMBRANCE AGREEMENT

The Current Lots are legally described as follows, all being lots shown on the subdivision plan registered as Plan No. 2421893, namely:

Block 8, Lots 26 to 60 inclusive

Block 9, Lots 1 to 7

SCHEDULE "B"

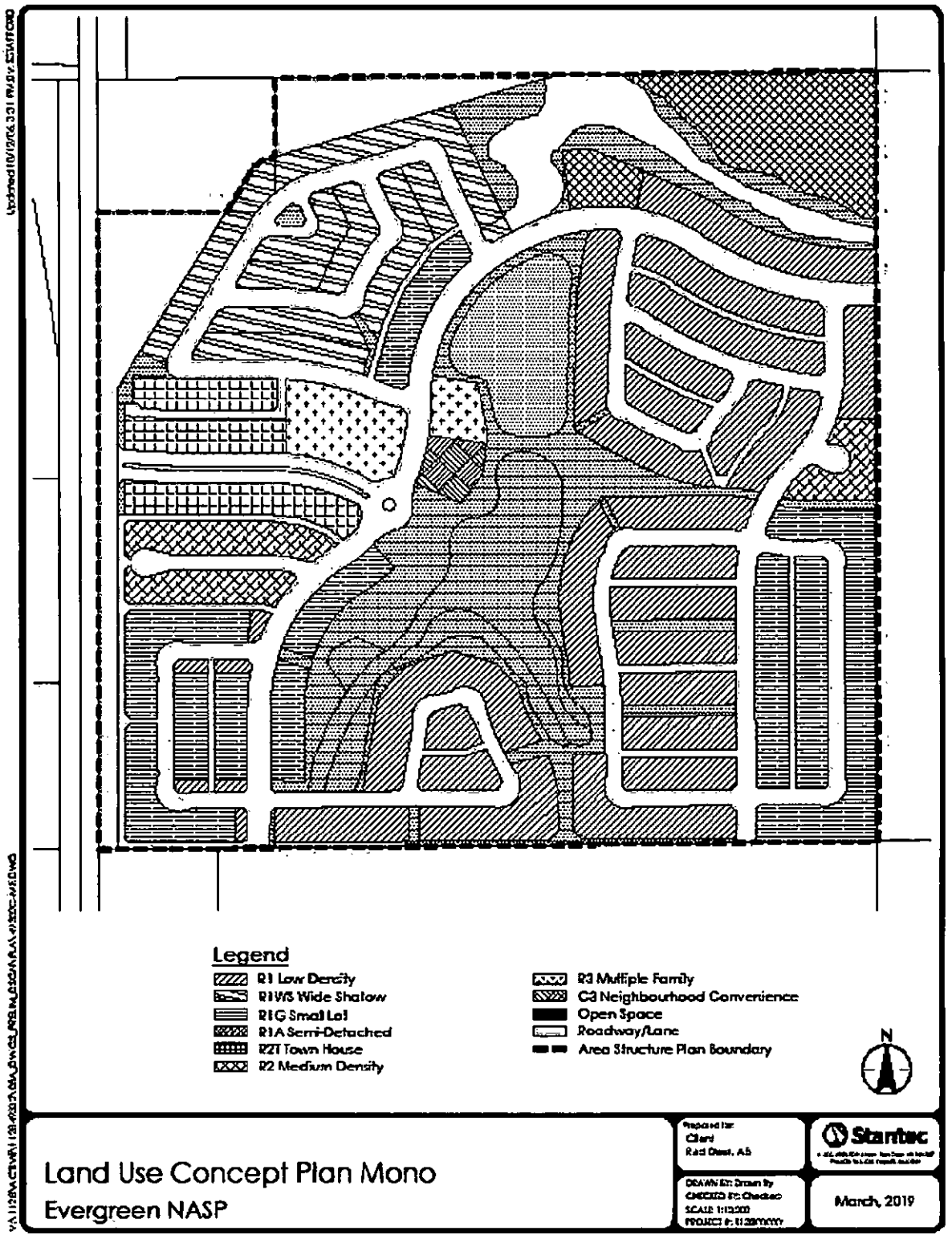
TO ENCUMBRANCE AGREEMENT

The Evergreen is located within the lands legally described (prior to the subdivision referred to in Schedule "A" hereto) as follows and as outlined in the attached Schedule "B-1"

MERIDIAN 4 RANGE 27 TOWNSHIP 38
SECTION 26
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A)	PLAN 9423169 – DESCRIPTIVE	2.53	6.25
B)	PLAN 142 4053 – ROAD	1.33	3.29
C)	PLAN 182 2395 – SUBDIVISION	13.77	34.03
D)	PLAN 202 1808 – SUBDIVISION	3.57	8.82
E)	PLAN 212 2117 – SUBDIVISION	5.10	12.60
F)	PLAN 212 2528 – SUBDIVISION	4.44	10.97

EXCEPTING THEREOUT ALL MINES AND MINERALS


Legend
R1 Low Density
R1WS Wide Shallow
R1G Small Lot
R1A Semi-Detached
RZT Town House
R2 Medium Density
R3 Multiple Family
C3 Neighbourhood Convenience
Open Space
Roadway/Lane
Area Structure Plan Boundary
N
Land Use Concept Plan Mono
Evergreen NASP
Stantec
March, 2019

SCHEDULE "C"

TO ENCUMBRANCE AGREEMENT

Intentionally left blank as there are currently no Feature Lands within the Current Lots.



242236870 REGISTERED 2024 09 21
CAVE - CAVEAT
DOC 6 OF 11 DRR#: F00BA4N ADR/MCAJINDO