

5010393469

03021

**"BY-LAWS" RELATING GENERALLY TO THE TRANSACTION OF THE
BUSINESS AND AFFAIRS OF
WHITEMUD RIDGE HOMEOWNERS ASSOCIATION**



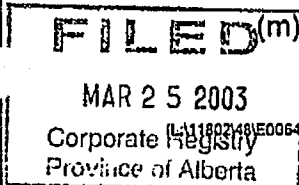
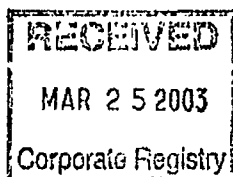
ARTICLE 1 - DEFINITION AND INTERPRETATION

10000402000343617

1.1 These By-laws shall be construed with reference to the provisions of The Societies Act, R.S.A. 2000, c.S-14, as amended from time to time (or any subsequent governing legislation), and terms used in these By-laws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these By-laws shall be read subject to the restrictions upon their scope and effect contained in The Societies Act and other applicable statutes and rules of law and equity, and any provisions herein repugnant to such restrictions shall, wherever possible, be severed from these By-laws, in order that the rest may stand.

1.2 In the interpretation of these By-laws (including this Article 1), except where excluded by the context:

- (a) Words importing the singular number shall also include the plural, and vice-versa;
- (b) Words importing the masculine gender shall also include the feminine;
- (c) Words importing persons shall include corporations;
- (d) The headings herein are given for convenience only and shall not affect the interpretation of these By-laws;
- (e) These By-laws shall be interpreted in a large and liberal sense so as to give effect thereto wherever possible;
- (f) "Act" shall mean the Societies Act R.S.A. 2000, c. S-14 as amended, and any statute that may be substituted therefor;
- (g) "Association" or "Society" shall mean the WHITEMUD RIDGE HOMEOWNERS ASSOCIATION;
- (h) "Association's Costs" shall mean 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 Association in and in respect of carrying out and exercising its objects and its rights, duties and obligations under the Maintenance Agreements and under the Association's application for incorporation and its bylaws, as determined by the Board from time to time;
- (i) "Board" shall mean the Board of Directors of the Association;
- (j) "By-laws" shall mean the By-laws of the Association as amended from time to time;
- (k) "Developer" shall mean United Inc.;
- (l) "Director" shall mean any person who has been duly elected or appointed to the Board;



"Encumbrance" or "Encumbrances" means any and all encumbrances registered at the land titles office for the North Alberta Land Registration District from time to time which are or may be granted by the Developer or an Owner in favour of the Developer or the

(L1180248/E006-142.DOC)

03 03 03

"Association" which are or may be assigned by the Developer to the Association from time to time and which charge any Lots with payment of the Rent Charge and which are referred to in section 1.3(c) of these bylaws together with any and all renewals or replacements thereof or amendments thereto from time to time;

- (n) "Lands" means the lands legally described as S.W. ¼ of 1-52-25-W4th;
- (o) "Lot" or "lot" shall mean any residential lot or Unit subdivided out of the Lands from time to time and "Lots" or "lots" shall mean more than one Lot and/or Unit;
- (p) "Maintenance Agreement" or "Maintenance Agreements" means such maintenance agreements referred to in section 1.3(d) of these bylaws, such maintenance agreements to be entered into between the Developer or the Association and the City of Edmonton respecting the maintenance and repair of certain improvements to be constructed or located in the Neighbourhood, including, without limitation, plazas, retaining walls, boardwalks, decks, walls and columns located in the Neighbourhood such Maintenance Agreement to be in the form and substance required by the City of Edmonton, together with any and all renewals or replacements thereof or amendments thereto from time to time;
- (q) "Member" shall mean a member of the Association in accordance with section 2.1 unless the context requires otherwise;
- (r) "Neighbourhood" means the Hodgson Neighbourhood in the City of Edmonton located or to be located on the Lands as referred to in section 1.3(a) of these bylaws;
- (s) "Owner" shall mean a registered owner of the fee simple estate in a Lot from time to time other than the Developer;
- (t) "Project" shall mean the development known as Whitemud Ridge Neighbourhood consisting of single and multi-family homes and the Lots;
- (u) "Registered Office" shall mean the registered office of the Association;
- (v) "Rent Charge" shall mean the annual fees, assessments and charges referred to in section 1.3(c) of these bylaws which Rent Charge is required to be paid to the Association by each Owner to allow the Association to achieve its objects and purposes, the amount of such Rent Charge to be determined by the Board in its discretion pursuant to section 4.6 hereof;
- (w) "Structural Improvements" shall mean those improvements referred to in section 1.3(b) of these bylaws which Structural Improvements have been or may be erected or placed on or in the Neighbourhood by the Developer upon its development thereof for the purpose of enhancing the desirability of the Neighbourhood, including, without limitation: the lower terrace plaza and the lower terrace plaza retaining wall located in or adjacent to the stormwater management facility; all boardwalks within the stormwater management facility; the entry feature to the Neighbourhood and the concrete plaza and wooden viewdeck located in the environmental reserve; masonry walls and columns on Lot 3 PUL; and, all masonry columns and walls on private Lots adjacent to Hodgson Boulevard, Rabbit Hill Road, Hodgson Road, Hodgson Way and 23 Avenue;

23001 (x) "Units" or "units" shall mean condominium units, if any, created as a result of registration of a condominium plan with respect to a portion of the Lands and "Unit" or "unit" shall mean any one of such Units.

1.3 The objects of the Society are:

- (a) To manage, operate, maintain and repair the boulevard and open spaces within the Hodgson neighbourhood in the City of Edmonton (the "Neighbourhood") and all landscaping, lawns, gardens, shrubs, trees and other plant material located therein, all to a higher standard than that provided by the City of Edmonton;
- (b) To manage, operate, maintain and repair all of the Structural Improvements and all other improvements, the management, operation, maintenance or repair of which have been or will be assigned to the Society for its responsibility by United Inc. as the developer of the lands legally described as S.W. ¼ of 1-52-25-W4th (the "Developer") at the Developer's discretion. ("Structural Improvements" means those improvements which have been or may be erected or placed on or in the Neighbourhood by the Developer upon its development thereof for the purpose of enhancing the desirability of the Neighbourhood, including, without limitation: the lower terrace plaza and the lower terrace plaza retaining wall located in or adjacent to the stormwater management facility; all boardwalks within the stormwater management facility; the entry feature to the Neighbourhood and the concrete plaza and wooden viewdeck located in the environmental reserve; masonry walls and columns on Lot 3 PUL; and, all masonry columns and walls on private lots adjacent to Hodgson Boulevard, Rabbit Hill Road, Hodgson Road, Hodgson Way and 23 Avenue);
- (c) To determine and set the assessment fees and charges (the "Rent Charge") applicable to all residential lots and residential condominium units in the Neighbourhood which have been transferred to third parties by the Developer and to carry out all duties and functions necessary for the collection thereof from the owners of such lots, including, without limitation, to enforce any and all rights and remedies of the Society against owners of the lots for payment of the Rent Charge under the encumbrances registered or to be registered against title to the said residential lots or residential condominium units or otherwise (the "Encumbrances");
- (d) To carry out duties and functions assigned to the Society under maintenance agreements with the City of Edmonton (the "Maintenance Agreements") respecting certain improvements to be constructed or located in the Neighbourhood, including, without limitation, the Structural Improvements and other plazas, retaining walls, boardwalks, decks, walls and columns located in the Neighbourhood;
- (e) To provide such improvements or other enhancements to the Neighbourhood as the members of the Society shall determine from time to time;
- (f) To coordinate other community functions that the members of the Society shall determine from time to time.

1.4 In furtherance of its objects set forth above, the Association shall accept and assume duties and obligations assigned to it by the Developer pursuant to assignments of the Encumbrances and assignment of the Maintenance Agreements. For certainty, it is hereby stated that the Encumbrances and Maintenance Agreements to be assigned to and assumed by the Association shall include all Encumbrances and Maintenance Agreements which relate to any Lots which are created by the subdivision of the Lands from time to time and which the Developer assigns to the Association from time to time, at the discretion of the Developer.

ARTICLE 2 - MEMBERS OF THE ASSOCIATION AND VOTING RIGHTS

2.1 Except as provided in Article 2.3, all registered owners of Lots from time to time shall be Members of the Association and such registered ownership shall be the sole qualification for membership in the Association. In this regard:

- (a) When a Lot is owned by two or more persons all such persons shall be Members;
- (b) A registered owner of more than one Lot shall be entitled to one membership for each Lot owned by him;
- (c) Membership shall be transferred automatically by conveyance or other transfer of a Lot;
- (d) Anyone who ceases to be a registered owner of a Lot shall ipso facto cease to be a Member;
- (e) A Member wishing to withdraw from membership may do so upon notice in writing to the Board through its Secretary.

2.2 There shall be one class of membership in the Association and all Members shall be entitled to vote provided however that in no event shall more than one (1) vote be cast with respect to any Lot.

2.3 The Developer may select and designate five (5) or more persons (who may be officers, directors, or employees of the Developer) as the initial Members of the Association and such persons shall be eligible to be Members even though they do not own any Lots. Such persons shall be signatories to the Association's incorporation and charter documents and shall automatically cease to be Members after the Developer or the Association provides written notice of termination of their membership, provided always that their membership shall not be terminated until the Developer has transferred at least five (5) Lots to third parties.

2.4 No Member shall be expelled from the Association as long as he continues to be a registered owner of a Lot.

2.5 Membership year shall be from January 1 to December 31 of each year.

2.6 Members shall be entitled to notice of and to attend at all meetings of the Members. Where two or more persons own a Lot, a notice given to one such Member shall be deemed to have been given to all such Members.

2.7 In determining the identity or addresses of Members the Secretary shall be entitled to rely upon either (or both) title searches and notifications of ownership given to the Board by Members or their representatives.

ARTICLE 3 - MEETINGS OF THE ASSOCIATION

3.1 The following shall apply to the Annual General Meeting of the Association:

- (a) An Annual General Meeting of the Association shall be held in each calendar year commencing in the first calendar year after December 31, 2003 in Edmonton, Alberta, on a day to be fixed by the Board from time to time;

02021

- (b) At least fourteen (14) days prior to the Annual General Meeting the Secretary shall give to each Member at his or her last known mailing address, written notice setting forth the date, place and time of the Annual General Meeting;
- (c) The Annual General Meeting shall consider the report of the President, review of financial statements, (which shall set out the Association's income, disbursements, assets and liabilities and shall comply with the requirements of the Societies Act), appoint such auditors or accountants as may be desired, elect the Board, and transact such other business as may be put before the meeting;
- (d) A quorum for the Annual General Meeting of the Association shall be the attendance of Members collectively entitled to cast five (5) or more votes;
- (e) Unless any two Members demand a ballot vote, all voting at the Annual General Meeting shall be done by a show of hands;
- (f) Each Member may vote by proxy. Such proxy should himself be a Member of the Association or an officer or employee of a corporate Member, but before voting must produce and deposit with the Secretary a sufficient appointment in writing. The Secretary or in his absence the Chairman of the meeting shall have complete discretion to determine whether an appointment or proxy is valid and sufficient;
- (g) Except as to a Special Resolution, each issue and Resolution shall be decided by a majority of the votes of the Members present or in person or represented by a proxy;
- (h) Accidental omission to give any notice to any Member or the non-receipt of any notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon; and
- (i) At the Annual General Meeting there shall be elected as many Directors as shall be required to fill the vacancies of the Board.

3.2 The following shall apply to Special Meetings of the Association:

- (a) Special meetings of the Association shall be called at the direction of the President or upon request in writing of any ten (10) Members in good standing, stating the object of the special meeting;
- (b) At least fourteen (14) days prior to the special meeting, the Secretary shall mail or deliver to each Member a notice setting forth the date, place, time and purpose of the Special Meeting;
- (c) The method of voting, the use of proxies and the quorum required for any special meeting shall be the same as for the Annual General Meetings;
- (d) Accidental omission to give any notice to any Member or the non-receipt of any notice by any Member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at a meeting held pursuant to such notice or otherwise founded thereon.

3.3 The following procedures shall apply to the meetings of the Members:

0305

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved, but in every other case it shall stand adjourned to the same day in the following week at the same time and place;
- (b) The President, or in his absence, a Vice President shall preside at every general meeting of the Association. If neither the President nor a Vice President be present within a half an hour from the time appointed for the holding of the meeting, the Members present shall choose one of the Members to preside at such meeting;
- (c) The person presiding may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place;
- (d) At every general meeting every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of hands, a ballot be demanded by at least two (2) Members personally present and entitled to vote. A declaration by the person presiding that a resolution has been carried or carried by a particular majority, or lost, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour or against any such resolution. If a ballot be demanded in the manner above mentioned, it shall be taken at such time and place and in such manner as the person presiding may direct, and the result of the ballot shall be deemed to be the resolution of the general meeting at which the ballot was demanded. A demand for a ballot may be withdrawn;
- (e) In case of any dispute as to the admission or rejection of any vote, the person presiding shall determine the same and such determination made in good faith shall be final and conclusive;
- (f) Notwithstanding anything to the contrary in these By-laws a resolution (other than a special resolution) assented to and adopted in writing under the hands of sixty-five (65%) percent of all of the Members entitled to vote thereon, though not passed at a General Meeting shall be of the same force and effect as if it had been duly passed at a General Meeting duly convened, and no previous notice, or convening of any General Meeting for the purpose of passing such resolution shall in such case be deemed to have been necessary, whether the business transacted thereat is special or not, and a Member may signify his assent to such resolution in writing under his hand or by telegram or cable, and such resolutions shall be deemed to have been passed on any date therein stated to be the date thereof.

ARTICLE 4 - GOVERNANCE OF THE ASSOCIATION

4.1 The following shall apply to the Board of the Association:

- (a) Until the first Annual General Meeting of the Association, the following shall constitute the entire Board of Directors of the Association:
- (i) Peter Cavanagh
 - (ii) Angele Boake
 - (iii) Donna Bygrave

03021 . 11 . 6

From time to time after the first Annual General Meeting of the Association, the above mentioned persons or any replacements appointed by the Developer shall be entitled to serve as Directors, notwithstanding they may not be Members, and the above mentioned persons or such appointed replacements shall be automatically elected as the entire Board of Directors of the Association at each Annual General Meeting of the Association until the first general meeting of the Association following the earlier of: the time that the Developer no longer owns any Lots or any of the Lands or portion thereof; and, the time that the Developer provides written notice to the Association that the above mentioned persons or any replacements shall no longer be the Directors of the Association;

- (b) If an Owner is a corporation, any one officer, director or other designate of the corporation is eligible to become a Director, except in the case of the Developer who, in addition to the rights in section 4.1(a) above, shall have the right to designate three (3) Directors (who need not be Members) until the Developer no longer owns any Lots in the Project or no longer owns any of the Lands;
- (c) With the exception of paragraphs (a) and (b) above, each Director must be a Member (or designate of a corporate Member) in good standing of the Association at the time of his election and throughout his term of office and a Director shall ipso facto cease to be a Director if he dies, is convicted of an indictable offence or is declared mentally incompetent by a court of law, or if he ceases to be a Member (or designate of a corporate Member);
- (d) A person shall commence his position as a Director upon election or appointment to the Board and shall cease to be a Director at the next Annual General Meeting unless prior thereto the Director resigns, becomes disqualified under clause (c) hereof or is removed under clause (e) hereof. Directors may be re elected, but , except for the Directors appointed pursuant to section 4.1(a) or (b) above, no Director shall sit on the Board for longer than three (3) successive terms of office;
- (e) A Director may be removed by resolution of the Members at any Special Meeting of the Members duly called for such purpose;
- (f) Casual vacancies in the Board may be filled by appointment by the remaining Directors to serve until the next Annual General Meeting;
- (g) The affairs of the Association shall be managed by the Board consisting of not less than three (3) nor more than seven (7) Directors;
- (h) The number of Directors shall be three (3) for the initial Board and thereafter the number (not to be less than three nor more than seven) shall be fixed at each Annual General Meeting;
- (i) The Board, at any Board meeting following the Annual General Meeting of the Association may appoint not more than two (2) persons to the Board in the event that at the Annual General Meeting of the Association there are an insufficient number of Directors elected to the Board;
- (j) Any Director shall be eligible for re-election to the Board, subject to the limitation set out in Article 4.1(d);

- (k) The Board shall, subject to these By-laws and any directions given it by a majority vote at any General Meeting properly called and constituted, have full control and management of the affairs of the Association, and meetings of the Board shall be held as often as may be required but at least once every twelve months and shall be called by the President or on the instructions of any two (2) Directors provided they request the President in writing to call such meeting, and state the business to be brought before the meeting;
- (l) Meetings of the Board shall be called by ten (10) days notice in writing and mailed to each Director or by three (3) days notice by telephone, unless notice is waived by all of the Directors;
- (m) A majority of the Directors, personally present, shall constitute a quorum at any meeting of the Board;
- (n) Each Director including the President shall have one (1) vote. In the case of an equality of votes, the President shall have a second or casting vote;
- (o) A resolution of the Board in writing signed by all of the Directors shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

4.2 Except as provided in the Act and otherwise in these By-laws, the powers of the Association shall be exercised by the Board, and without restricting the generality of the foregoing, the powers and duties of the Board shall include the following:

- (a) To facilitate, promote and carry out the objects of the Association;
- (b) To engage, hire and discharge any employees, servants, agents, consultants, contractors, managers or others to assist the Association in carrying out its objects and purposes, in exercising its powers and in performing its duties and in that regard, the Association is entitled to delegate its powers and authorities to such parties as it sees fit, provided always that such delegation shall not abrogate or limit the general responsibility of the Board. Without limitation, the Board may obtain, employ and pay for the services of a manager for such purposes and such manager may be the Developer. Any management agreement must be terminable for cause upon thirty days notice, for a term no longer than one year and be renewable only upon mutual consent of the parties thereto;
- (c) To maintain and properly protect the assets and properties of the Association;
- (d) To prepare and approve an annual budget consistent with the good management of the Association;
- (e) To pay all expenses of and incidental to the operation and management of the Association;
- (f) To remunerate or indemnify any persons for services rendered or liabilities incurred in connection with the affairs of the Association;
- (g) To maintain all accounting and financial records of the Association;
- (h) To invest and deal with the monies of the Association not immediately required in such securities and in such manner as from time to time may be determined by the Board;

- 3.3.3.1 (i) To appoint legal counsel, auditors and other consultants or professional advisors from time to time;
- (j) To make rules and regulations for the operation of the Association and the use of its facilities and assets;
- (k) To set, levy, issue and collect the Rent Charges in accordance with the provisions hereof and the Encumbrances;
- (l) To issue certificates as to Member's position with regard to Rent Charges, any such certificate to be signed by at least two Directors and any certificate so issued shall estop the Association and all Members from denying the accuracy of such certificate as against any mortgagee, purchaser or other person dealing with the Owner of the Lot to which the certificate relates (but shall not be an estoppel as against the Owner of such Lot);
- (m) To place and maintain such types of insurance in such amounts and on such terms as the Board may from time to time select, insuring the Association as well as its Officers and Directors in respect of the actions and omissions of the Association; and
- (n) To enter into arrangements, acquire or dispose of rights, undertake activities, improve, manage, develop or otherwise deal with the undertaking or the whole or any part of the property and rights of the Association in any manner and to do any and all such things, directly or indirectly, as are incidental to any of the objects, purposes, powers or duties of the Association.

4.3 The Board may from time to time borrow, raise or secure the payment of moneys in such manner as it deems fit, provided that no borrowing in excess of \$5,000.00 shall be made without prior authorization of the Members in a General Meeting, and no debenture shall be issued without the sanction of a Special Resolution of the Association.

4.4 The Board may appoint committees to advise the Board from time to time in respect to the various duties and responsibilities of the Board and:

- (a) Each committee created by the Board shall be headed by one of its members appointed by the President to be chairman of that committee;
- (b) Each committee created by the Board shall meet at the call of the chairman, record minutes of its proceedings and distribute such minutes to the members of the committee and to the chairmen of all other committees and furnish reports at the request of the President prior to each Board meeting. Unless waived by all of the members of the committee, not less than two (2) days prior notice of the date, place and time of a committee meeting shall be mailed or delivered to each member of the committee;
- (c) A majority of the members of any committee personally present at a meeting shall constitute a quorum; and
- (d) Each member of the committee including the chairman shall have one (1) vote at the meeting of the committee but in case of an equality of votes there shall be no casting vote.

4.5 The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer who shall have the following duties and responsibilities:

03021

- (a) President: the President shall supervise the affairs of the Association, and be ex officio a member of all committees. He shall, when present, preside at all meetings of the Association and of the Board. In his absence the Vice President shall preside at any such meetings and in the absence of both, a chairman may be elected by the meeting to preside thereat;
- (b) Vice President: the Vice President shall assist the President and preside at meetings in the absence of the President;
- (c) Secretary: it shall be the duty of the Secretary to attend all meetings of the Association and of the Board, and to keep accurate minutes of the same. He shall have charge of the Seal of the Association. In case of the absence of the Secretary, his duties shall be discharged by such person as may be appointed by the Board. The Secretary shall have charge of all the correspondence of the Association and be under the direction of the President and the Board. The Secretary shall also keep a record of all the Members and their addresses, send all notices of the various meetings as required, and shall collect and receive the rent charge assessments levied under Schedule "A" hereto or annual dues levied by the Association, such moneys to be promptly turned over to the Treasurer;
- (d) Treasurer: the Treasurer shall receive all moneys paid to the Association and shall deposit the same in whatever chartered bank, treasury branch or trust company the Board may order. He shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the Annual Meeting a statement duly audited as hereinafter set forth of the financial position of the Association;
- (e) The officers of the Association shall be appointed for a term of one (1) year or until the next Annual General Meeting whichever first occurs;
- (f) Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the appointment by the Board of another Director who shall hold such office until the next Annual General Meeting of the Association.
- (g) The officers shall be appointed by the Board from amongst the Directors and the Board may appoint one person to more than one position; and
- (h) The Board may by resolution remove any officer from office.

4.6 The Rent Charge shall be determined by the Board of the Association as follows:

- (a) The Board shall estimate the Association's Costs from time to time for such period as it deems convenient to its administration and shall set the amount of the Rent Charge for each Lot based thereon. The Rent Charge for each Lot shall be the sum so stated by the Association as applicable to the Lot. Notice of the estimate of the Association's Cost, the Rent Charge and the monthly payment amount shall be given to each Owner in writing. Payment of the Rent Charge shall be due and payable on the 1st day of each calendar year or as otherwise determined by the Association and notified to the Owners;
- (b) The Board shall make the determination of the Association's Costs and the amount of the Rent Charge from time to time in its sole and absolute discretion and a certificate

00002

stating the same and signed by two or more Directors shall be conclusive and binding on all registered owners of the Lots;

- (c) The Rent Charge for all single family Lots shall be the same;
- (d) The Rent Charge for a Unit in a particular registered condominium plan forming part of the Lands (the "Condo Plan") shall be equal to the following:

$$\frac{RC \times 5 \times ACP}{\# \text{ units in the Condo Plan}}$$

where:

RC is the Rent Charge for a single family Lot; and
 ACP is the area of the Condo Plan in acres, with the acreage rounded upwards to the nearest one-tenth of an acre.

The Rent Charge for each unit in the same Condo Plan shall be the same.

ARTICLE 5 - BOOKS AND RECORDS AUDITING

5.1 The books and record of the Association may be inspected by any Member at the annual meeting provided for herein or any other time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of the same. Each Director shall at all times have access to such books and records.

5.2 The books, records and financial statements shall be audited at least once a year by an auditor, if requested by the Board appointed from time to time by the Board. Such auditor may be a Member and need not be a chartered accountant, but he shall not be a Director.

ARTICLE 6 - MINUTES OF THE PROCEEDINGS

6.1 The Secretary shall maintain and have charge of a copy of the Minute Books, the original Minute Books being maintained at the Registered Office of the Association and shall record in the copy or cause to be recorded in the original, minutes of all proceedings of all meetings of the Directors. The Board shall see that all necessary books and records of the Association required by the By-laws of the Association or by any applicable statute or laws are regularly and properly kept and filed.

ARTICLE 7 - SEAL OF THE ASSOCIATION

7.1 The Board may, in the name of the Association adopt a seal which shall be the common seal of the Association and which shall be under the control of the Board and the responsibility for its custody and use from time to time shall be determined by the Board, but in the absence of any specific determination, the Seal shall be preserved by the Secretary.

7.2 The seal shall be affixed to all documents requiring execution under seal of the Association by such party or parties as may be authorized, from time to time, by the Board. In the absence of express authority from the Board, the seal may be affixed to any documents executed by the President and one other officer or director.

ARTICLE 8 - REMUNERATION

8.1 Unless authorized at any general meeting and after notice of same shall have been given, no Director, Officer or Member shall receive any remuneration for services performed in his or her capacity as a Member, Officer or Director. Nothing herein shall derogate from or affect the right of any Director, Officer or Member to receive compensation as manager for the Association or in respect of their performance of any Association duties or transactions.

ARTICLE 9 - INDEMNITY

9.1 Each Director, Officer and employee shall be indemnified by the Association against any and all liability and reasonable expenses in connection with or resulting from any claim, action, suit or proceeding in which he may become involved as a party or otherwise, by reason of his having been a Director, Officer or employee of the Association except in relation to matters as to which he shall be adjudged with respect to such claim, action or proceeding to be liable for gross negligence or wilful misconduct in the performance of his duty to the Association.

ARTICLE 10 - BY-LAWS

10.1 The by-laws may be rescinded, altered or added to by a Special Resolution of the Association.

ARTICLE 11 - WINDING UP

11.1 In the event the Association is wound up or dissolved, any surplus of funds shall be paid to such registered and incorporated charitable organizations as the Members by Special Resolution may from time to time determine. In no event shall the Members or any of them become entitled to any of the assets of the Association.



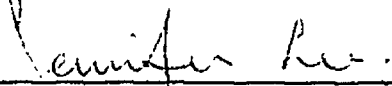

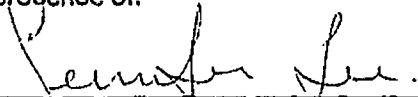
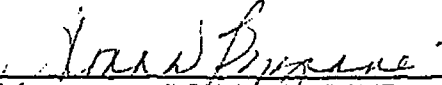
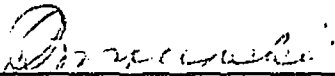
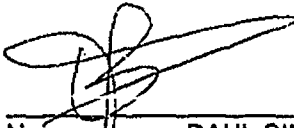
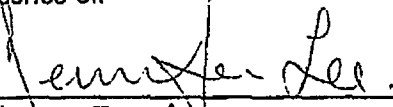
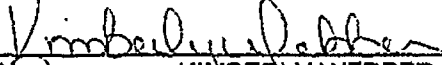
ARTICLE 12 - SIGNATORIES

12.1 The signatories for the Association are hereby ratified and confirmed as the subscribers to the incorporation of the Association.

ARTICLE 13 - NOTICES

13.1 Notice to Members may be given by delivery to, or by prepaid ordinary mail addressed to the address of the Member's Lot and Notice to the Directors may be given by delivery to, or by prepaid ordinary mail addressed to the Director's last known address notified to the Association. Notices to the Association shall be given by personal delivery to a Director.

DATED at the City of Edmonton, in the Province of Alberta on March 14, 2003.

<p>SIGNED, SEALED AND DELIVERED In the presence of:  Witness Name: Jennifer Lee Address: 503-10109-106 St Edmonton, AB T5J 3L7</p>	<p> Name: PETER CAVANAGH Address: #503, 10109 - 106 Street Edmonton, Alberta T5J 3L7</p>
<p>SIGNED, SEALED AND DELIVERED In the presence of:  Witness Name: Jennifer Lee Address:</p>	<p> Name: ANGELE BOAKE Address: #503, 10109 - 106 Street Edmonton, Alberta T5J 3L7</p>
<p>SIGNED, SEALED AND DELIVERED In the presence of:  Witness Name: Jennifer Lee Address:</p>	<p> Name: DONNA BYGRAVE Address: #503, 10109 - 106 Street Edmonton, Alberta T5J 3L7</p>
<p>SIGNED, SEALED AND DELIVERED In the presence of:  Witness Name: Jennifer Lee Address: 503-10109-106 St CALGARY AB T2P 3E5</p>	<p> Name: PAUL SIMPSON Address: #503, 10109 - 106 Street Edmonton, Alberta T5J 3L7</p>
<p>SIGNED, SEALED AND DELIVERED In the presence of:  Witness Name: Jennifer Lee Address:</p>	<p> Name: KIMBERLY WEBBER Address: #503, 10109 - 106 Street Edmonton, Alberta T5J 3L7</p>