

MEMORANDUM OF ASSOCIATION

- OF -

BLACKBURNE CREEK HOMEOWNERS ASSOCIATION LTD.

1. The name of the Company is "Blackburne Creek Homeowners Association Ltd."
2. The objects for which the Company is established are:
 - 2.1 For the sole purpose of acting as a non-profit community league or association (for the lands presently owned by Blackburn Creek Development Corporation which are to be subdivided and developed for residential use into a neighbourhood to be known as Blackburne Creek and as legally described in Schedule "A" hereto) to acquire from Blackburn Creek Development Corporation (the "Developer") its entire interest in any easements, right of ways and surface amenities as the Board of Directors shall determine to be appropriate for recreational and community beneficial purposes only and not for profit in any event, such lands and amenities to be referred to herein as the "common lands and amenities";
 - 2.2 To acquire from Blackburn Creek Development Corporation for no consideration all Blackburn Creek Development Corporation's rights, titles and interests in and to each rent charge in favour of Blackburn Creek Development Corporation registered against any lot or condominium unit within Blackburne Creek;
 - 2.3 To operate, maintain, expand and alter "common lands and amenities";
 - 2.4 To enter into agreements for the purpose of operating, maintaining, expanding and altering the common lands and amenities;
 - 2.5 To collect monies sufficient to fulfil the objects of the Company;
 - 2.6 Generally to act as a not-for-profit community league for Blackburne Creek;
 - 2.7 To do all such lawful things as are incidental or conducive to the attainment of the above objects or any of them.
 - 2.8 To maintain, construct and repair all common lands and amenities in Blackburne Creek as decided upon by the Company's Directors and Officers including but not limited to the following:

- 2.8.1 to maintain and repair all exterior grounds including but not limited to grassed areas, flower gardens, shrubs, trees, plants, including boulevards, parks and utility right of ways, fences, entrance structures and treatments;
- 2.8.2 to pay any and all taxes that may be levied by municipal, provincial and federal taxing authorities on property that may be owned by the Company;
- 2.8.3 to obtain and provide such insurance as is deemed necessary by the Company;
- 2.8.4 to employ a reputable contractor to restore, reconstruct, replace or repair any building or grounds which the Directors and Officers of the Company deem necessary for the good and benefit of the community, and which has been completely or partially damaged or destroyed by fire or any other hazard or occurrence, and to pay for any such work from any insurance proceeds and to collect any excess of the cost of any such work over such insurance proceeds;
- 2.8.5 to on the written request of an Owner, a Purchaser of a Lot or Unit or a Mortgagee of a Lot or Unit provide to the person making the request one or more of the following as requested by that person:
- 2.8.5.1 a statement setting forth the amount of any assessments, both general and special, due and payable in respect of a Lot or Unit;
- 2.8.5.2 a copy of any subsisting management agreement;
- 2.8.5.3 a copy of the most recent budget of the Company, if any;
- 2.8.5.4 a copy of the most recent financial statement of the Company, if any;
- 2.8.5.5 such other documentation as the Company may deem necessary to provide from time to time.
- 2.8.6 to do such other matters as may from time to time be necessary to maintain the aesthetic quality and appearance of Blackburne Creek and

any adjacent lands thereto.

3. The Company shall have all of the powers set out in Section 20(1) of the Companies Act, and in addition to these powers to Company shall have the further powers:

- 3.1 to fix, levy and collect assessments, both general and special, against each Lot or Unit excepting those Lots or Units registered in the name of the Developer, in the manner provided in order to perform it's duties hereinbefore outlined;
- 3.2 to employ a manager or management company (which could include the Developer) to perform in whole or in part its objects hereinbefore outlined provided that the selection of a manager or management company must be ratified by a simple majority of Members such management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed one year, and be renewable only upon mutual consent of the parties to such management agreement;
- 3.3 to employ or retain employees or contractors to perform in whole or in part its duties hereinbefore outlined;
- 3.4 to perform, install, build, operate and maintain any recreational facilities, measures and items and all other functions deemed necessary by the Company for the convenience, benefit and enjoyment of the Members.
- 3.5 to enforce to the best of its ability the restrictive covenant and restrictive covenant caveat that is registered at the Office of the North Alberta Land Registration District by the Developer against the titles of the Lots and Units located in the Subdivision.

4. The liability of the Members is limited.

5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he/she is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a Member, and the costs, charges and expenses of windings up, and for the adjustment of the rights of the contributories amongst themselves, such amounts as may be required not exceeding \$25.00.

6. The Company shall apply the profits, if any, or any other income of the Company solely for promoting the objects of the Company and no dividend whatsoever or other distribution of the property of the Company shall ever be paid to its Members. Nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any servant of the Company in return for any service actually rendered to the Company, however, no Officer, or Director of the Company shall receive any remuneration of any sort for their role as an Officer or Director of the Company. Provided always that the Company may provide reasonable compensation to a Member or family related to an Officer, Director or Member for any other services or goods provided to the Company.

7. It is hereby declared that in the interpretation hereof the meaning of any of the objects of the Company shall be restricted to the specified objects set forth and all sub-paragraphs shall be construed in such manner as to restrict and not to widen the objects of the Company, the intention being that all monies received from the charges shall be spent solely for the operation, maintenance, expansion and alteration of Blackburne Creek and amenities.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

DATED this day of , 1991.

NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Witness

Name
Occupation
Address

Witness

Name
Occupation
Address

Witness

Name
Occupation
Address

SCHEDULE "A"

Firstly

All that portion of the south east quarter of section twenty nine (29), township fifty one (51), range twenty four (24), west of the fourth (4) meridian. Which lies west of the westerly limit of the road, as shown on road plan 4795EU and north of the land subdivided under plan 2817MC and the production easterly of the north boundary of lot (C) as shown on the said plan 2817MC, containing 33.6 hectares (83 acres) more or less.

Excepting thereout 0.450 hectares (1.10 acres) more or less as shown on road plan 814PX

Excepting thereout all mines and minerals.

Secondly

Plan 5743MC
Parcel (A)
Containing 26.3 hectares (65 acres) more or less.

Excepting Thereout 1.62 hectares (4 acres) more or less, subdivided under plan 7822404.

Excepting thereout all mines and minerals.

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Excepting thereout all mines and minerals.

Blackburne Creek Homeowners' Association

A Summary of Legal Instruments Registered on Individual Land Titles

Operating Encumbrance	922124682	06-May-92
	922335880	02-Nov-92
	942076522	16-Mar-94
	942170761	03-Jun-94
	962348940	17-Dec-96
	992345269	15-Nov-99
	992387060	23-Dec-99
	992387145	23-Dec-99
Caveat: Restrictive Covenant	922124680	06-May-92
	922335878	02-Nov-92
	942076524	16-Mar-94
	942156938	25-May-94
	942170763	03-Jun-94
	942170801	03-Jun-94
	942170773	03-Jun-94
	962348939	17-Dec-96
Restrictive Covenant	922124681	06-May-92
	922333298	29-Oct-92
	942076523	16-Mar-94
	942124992	28-Apr-94
	942170762	03-Jun-94
	942170800	03-Jun-94
	942170772	03-Jun-94
	962348941	17-Dec-96
	942156937	25-May-94
	952297664	06-Nov-95
	962331736	02-Dec-96
	982268279	03-Sep-98
	952297669	06-Nov-95
	942064247	13-Mar-95
	982045508	13-Feb-98

Restrictive Covenant for Dominant & Servient Tenements	922104607	21-May-92
	922104608	21-Apr-92
	922335879	02-Nov-92
	942076521	16-Mar-94
	942260214	22-Apr-94
	922331668	29-Oct-92

Restrictive Covenant for Restricted Areas	922104604	21-Apr-92
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Agreement Easement & Restrictive Covenant	942076520	16-Mar-94
	932024008	26-Jan-93

Restrictive Covenant "The Servient Lands"	972199480	08-Jul-97
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No 51511977

CERTIFICATE of INCORPORATION

I HEREBY CERTIFY THAT

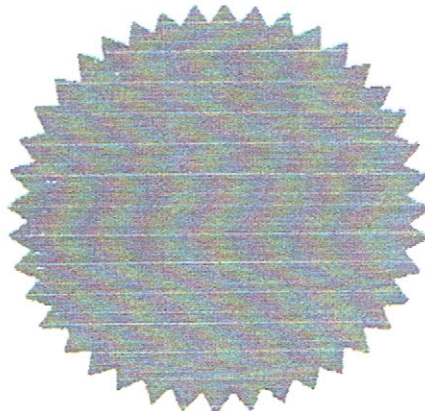
- BLACKBURNE CREEK HOMEOWNERS ASSOCIATION LTD. -

IS THIS DAY INCORPORATED UNDER THE COMPANIES ACT OF THE PROVINCE OF ALBERTA
AS A LIMITED COMPANY.

GIVEN UNDER HIS SEAL OF OFFICE AT EDMONTON THIS

third DAY OF December A.D. 1991.


Office of the Registrar of Corporations



15c

Alberta
CONSUMER AND
CORPORATE AFFAIRS