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BROOKVIEW COMMUNITY ASSOCIATION LTD.

523552503

CERTIFIED COPY OF THE MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF BROOKVIEW COMMUNITY ASSOCIATION LTD. ("Brookview") ON THE 8th DAY OF JUNE, 1998.

FILED  
AUG 27 1998  
Registrar of Corporations  
Province of Alberta

CERTIFICATE

I, Glenn Johnson, President of Brookview, hereby certify that attached are true and complete copies of the Memorandum of Association and Articles of Association of Brookview, incorporating those amendments passed by the Members of Brookview at the Annual and Special Meeting held on April 30, 1998 and confirmed by that Order of the Court of Queen's Bench dated May 28, 1998, and that the same are at the date hereof, in full force and effect, unamended.

DATED this 8th day of June, 1998.

  
GLENN JOHNSON  
President

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FILED  
CANCELLED  
JUN 1 1998  
Registrar of Corporations  
Province of Alberta

MEMORANDUM OF ASSOCIATION



- of -

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BROOKVIEW COMMUNITY ASSOCIATION LTD.

1. The name of the Company is "BROOKVIEW COMMUNITY ASSOCIATION LTD."
2. The objects for which the Company is established are:
  - 2.1 For the purposes of this section 2:
    - (a) "Brookview" means the residential subdivision commonly known as Brookview, in the City of Edmonton, in the Province of Alberta (as more particularly set forth in Appendix "A" hereto); and
    - (b) "Common Lands and Amenities" Means:
      - (i) those lands owned or leased by the Company; and
      - (ii) all grounds, parks, buildings, parking facilities, recreational amenities, landscaping and all other amenities, which are common facilities located within Brookview and designated by the Board as Common Lands and Amenities;
  - 2.2 To provide for the ownership, acquisition, operation, care, maintenance, construction, expansion and alteration of Common Lands and Amenities and to enter into Agreements in connection therewith;
  - 2.3 Generally to act as a not-for-profit community association for Brookview, and in so doing carry out the following:
    - (i) Manage and operate the community functions of the Company;
    - (ii) Coordinate social and other community functions that the Members assign to the Company; and
    - (iii) Promote the community interests of the Members of the Company;
  - 2.4 To manage and control landscaping features and other fixtures which may be erected or placed on or in Brookview by or for the Company or have been or are placed on or in Brookview by the Company;
  - 2.5 Generally to carry out all duties and functions assigned to the Company under those encumbrances registered against the title of each lot located in Brookview;
  - 2.6 To collect fees, assessments and other charges from the owners of parcels within Brookview to provide for the performance of the duties and functions of the Company; and
  - 2.7 To do all such lawful things as are incidental or conducive to the attainment of the above objects or any of them.

The Company shall have all of the powers set out in Section 20(1) of the Companies Act."

- 3. The liability of the members is limited.
- 4. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$1.00.
- 5. The Company shall apply the profits, if any, or any other income of the Company solely in 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, Director, or Member of the Company (and no relative thereof or corporation controlled by any Officer, Director, or Member or relative thereof) shall be appointed to any salaried office in the Company, or any office in the company paid by fees and no remuneration or other benefit in money or money's worth shall ever be given by the Company to any Member.
- 6. 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 rent-charges shall be spent solely for the operation, maintenance, expansion and alteration of the Common lands 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.

**NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS**

"G. DONALD PRICE", BUSINESSMAN  
201, 11086 - 156 Street, Edmonton, Alberta, T5P 4M8

"GARRY L. STEBNER", BUSINESSMAN  
201, 11086 - 156 Street, Edmonton, Alberta, T5P 4M8

"JOHN DIXON", BUSINESSMAN  
201, 11086 - 156 Street, Edmonton, Alberta, T5P 4M8

"TED E. LANSKY", BUSINESSMAN  
201, 11086 - 156 Street, Edmonton, Alberta, T5P 4M8

"MOEZ MOLEDINA", BUSINESSMAN  
201, 11086 - 156 Street, Edmonton, Alberta, T5P 4M8

DATED this 16 day of October, 1986.

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Witness to the signatures  
of the Subscribers