

NAME OF SOCIETY:

COPPERWOOD HOMEOWNERS ASSOCIATION

BY-LAWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these By-laws, unless the context requires a different meaning:

- (a) "Act" means the Societies Act, R.S.A. 2000, c. S-14 and its regulations, as amended, and any statute and regulations that may be substituted therefor;
- (b) "Annual General Meeting" means the annual meeting of the Association to be held once a year in accordance with Article 3 herein;
- (c) "Application" means the application for incorporation creating the Association;
- (d) "Association" means Copperwood Homeowners Association;
- (e) "Auditor" means a duly qualified accountant in and for the Province of Alberta or any two (2) Members elected at an Annual General Meeting for the purpose of auditing the books, records and financial statements of the Association, provided that such elected Members shall be the Auditor for the next required audit and provided further that such Members need not be chartered accountants but neither shall they be members of the Board;
- (f) "Board" means the board of directors of the Association;
- (g) "By-laws" means these by-laws of the Association as amended from time to time;
- (h) "Common Facilities" means those certain facilities, improvements and amenities that may be designated from time to time by the Association for the use, benefit and enjoyment of the Members;
- (i) "Common Facilities Lands" means all those lands upon which Common Facilities are or will be located from time to time;
- (j) "Director" means any person who has been duly elected or appointed to the Board;
- (k) "Encumbrance" means any instruments registered by or transferred to the Association that is registered or will be registered against any Residential Property designated by the Association to secure payment of a rent charge;
- (l) "Member" means any person described in paragraph 2.1 herein who is in good standing with the Association. A Member shall be deemed to be in good standing with the

Association if the Member has paid in full all fees or other sums owed to the Association on the date specified for payment by the Association;

- (m) "Registered Office" means the registered office for the Association from time to time;
- (n) "Residential Property" means any real property lot or condominium unit that is not a parking unit situated in the Subdivision;
- (o) "Special Meeting" means meetings of the Association held pursuant to paragraph 3.2 herein;
- (p) "Special Resolution" shall have the meaning as provided in the Act; and
- (q) "Subdivision" means the lands legally described in Schedule "A" hereto.

1.2 Interpretation

- (a) In these By-laws the singular shall include the plural and the plural, the singular. The masculine shall include the feminine and the neuter, and "person" shall include individuals, trusts, firms, partnerships, corporations and societies. Wherever reference is made to any statute or section, such reference shall be deemed to extend and apply to any amendment to the statute or section as the case may be.
- (b) 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 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.
- (c) These By-laws shall be interpreted in a broad and literal sense so as to give effect thereto wherever possible.

1.3 Headings

The captions or section numbers appearing in the By-laws are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the By-laws or any one or more of them.

2. MEMBERS OF THE ASSOCIATION

2.1 Eligibility

The Members of the Association shall be the subscribers to the Application and By-laws and any registered owner of Residential Property who in the case of an individual is 18 years of age.

2.2 Membership Fees

- (a) The Board shall from time to time prescribe annual and other fees payable by the Members to the Association, provided that fees payable by the Members owning condominium units shall be one-half of the amount of the fees payable by Members owning real property lots; and

- (b) The Board shall fix the due date for payment of any annual and other fees by the Members to the Association, and all Members shall pay their fees on or before the due date for payment; and
- (c) If a Member shall fail to pay any fees on the day appointed for payment thereof, the Board may at any time thereafter, and during such time as the fees are owing by the Member to the Association, serve a notice on the Member requiring him to immediately pay the outstanding fees together with interest and other costs (including solicitor-client costs) incurred by the Association by reason of such non-payment. The Board shall be entitled to register against title to the Residential Property owned by the defaulting Member, an encumbrance, instrument (as defined in the Land Titles Act, R.S.A. 2000, c. L-4), or caveat with respect to any outstanding monies owed to the Association, and shall be entitled to take steps and proceedings in order to collect the outstanding monies owed to the Association. Notwithstanding the generality of the foregoing, the lien or charge for outstanding monies owing to the Association and registered by way of caveat against title to the Residential Property shall be deemed to be an equitable mortgage, payable upon demand, and can be enforced either as a debt, or in the same manner as a legal mortgage registered against the Residential Property.

2.3 Notice and Voting Rights of Members

- (a) A Member shall be entitled to:
 - i) notice of and to attend all Annual General Meetings and Special Meetings; and
 - ii) all voting and membership privileges or powers in the Association as provided in these By-laws;
- (b) Each Residential Property shall carry with it the right to one (1) vote at all Annual General Meetings and Special Meetings notwithstanding more than one Member resides upon a Residential Property. The registered owner(s) of a Residential Property may cast one (1) vote on behalf of each Residential Property which it owns. If there is more than one registered owner of a Residential Property and a dispute arises over who has the right to vote, the person named first on the Certificate of Title with respect to that Residential Property shall be the one entitled to vote in respect of such Residential Property;
- (c) Where there is a difficulty or dispute in determining which Member is entitled to vote the Board shall, in its absolute discretion, determine who has the right to vote, which decision shall be final;
- (d) A Member shall automatically lose its entitlement to vote if:
 - i) the Member has failed to pay in full its share of all fees or other sums levied by the Association including all costs, interest, fees and expenses associated therewith on the date any such fees or sums were to have been paid in full to the Association; or
 - ii) the Member ceases to be the registered owner of Residential Property; and
- (e) The subscribers to the Application shall each be entitled to one (1) vote at all Annual General Meetings and Special Meetings.

2.4 Members Register

The Association shall keep a register of its Members, in a form determined by the Board and in accordance with the Act. Notwithstanding anything contained in these By-laws, a Member's name and

municipal address must appear in the register in order for a Member to be entitled to vote at Annual General Meetings or Special Meetings. If a Member's name and municipal address does not appear in the register, the Board, in its sole discretion, may allow the Member to vote if the Member provides evidence to the Board that it is an owner of Residential Property and the Board is satisfied with the evidence provided.

2.5 Removal of Members

- (a) A Member, other than the subscribers to the Application, shall automatically cease to be a Member if the Member ceases to be a registered owner of Residential Property.
- (b) A Member who was one of the subscribers to the Application shall automatically cease to be a Member if the Member ceases to be a Director.
- (c) No Member shall be expelled from the Association nor shall any Member have the ability to withdraw from the Association so long as the Member continues to be a registered owner of Residential Property.

3. ASSOCIATION MEETINGS

3.1 The Annual General Meeting

- (a) An Annual General Meeting of the Association shall be held in the year of incorporation and each calendar year thereafter in the City of Edmonton, in the Province of Alberta, or such other place as the Board may determine from time to time, on a day to be fixed by the Board;
- (b) At least twenty-one (21) days (which includes weekends and statutory holidays) prior to an Annual General Meeting, the secretary of the Association shall mail or deliver to the last known address of each Member a notice setting forth the date, place and time of the Annual General Meeting;
- (c) At the Annual General Meeting the Members shall:
 - i) review the audited financial statement setting out the Association's income, disbursements, assets and liabilities for the previous fiscal year as reported on by the Association's Auditor or Treasurer;
 - ii) subject to subparagraph 4.1(b) hereof, elect Directors of the Association; and
 - iii) transact such other business as may be properly put before the Members;
- (d) Ten (10) Members, personally present, shall constitute a quorum for an Annual General Meeting save and except for the First Annual General Meeting for which there shall be no quorum requirement other than a majority of the initial subscribers to these By-laws and save and except for any Annual General Meeting held while there are less than twenty (20) Members in which case a majority of Members shall be quorum;
- (e) Unless a majority of the Members present at the meeting demand a ballot vote, all voting at an Annual General Meeting shall be done by a show of hands. If a ballot is demanded in the aforesaid manner, the ballot shall be taken at such time and place and in such manner as the person presiding at the Annual General Meeting may direct, and the result of the ballot shall be deemed to be the resolution of the Annual General Meeting at which the ballot was demanded;

- (f) In case of a tie vote, the chairman of the Annual General Meeting shall have a second or casting vote;
- (g) No Member may vote by proxy;
- (h) Each matter to be voted on at an Annual General Meeting (except those requiring a Special Resolution) shall be decided by a simple majority vote of the Members in good standing entitled to vote on the matter; and
- (i) The president of the Association, or in his absence the vice-president of the Association, or in his absence the secretary of the Association, shall be the chairman at an Annual General Meeting. If the president, vice-president or secretary are not present within fifteen (15) minutes after the time appointed for holding such a meeting, the Board members present shall select one from among them to preside as chairman.

3.2 Special Meetings of the Association

- (a) Special Meetings of the Association may be called at the direction of the president of the Association or upon the request in writing of fifty (50) Members, stating the object of the Special Meeting, unless there are less than thirty (30) Members, in which case 2/3 of the Members may make such a request;
- (b) At least twenty-one (21) days (includes weekends and statutory holidays) prior to the Special Meeting, the secretary of the Association shall mail or deliver to each Member a notice setting forth the date, place and time of the Special Meeting;
- (c) Fifty (50) of the Members, personally present, shall constitute a quorum for a Special Meeting unless there are less than thirty (30) Members, in which case a two-thirds (2/3) majority shall constitute quorum;
- (d) Unless a majority of the Members present at the meeting demand a ballot vote, all voting at a Special Meeting shall be done by a show of hands;
- (e) In case of a tie vote, the chairman of the Special Meeting shall have a second or casting vote;
- (f) Each matter to be voted on at a Special Meeting (except those requiring a Special Resolution) shall be decided by a majority vote of the Members voting on the matter; and
- (g) The president of the Association, or in his absence the vice-president of the Association, or in his absence the secretary of the Association, shall be the chairman at a Special Meeting. If the president, vice-president or secretary are not present within fifteen (15) minutes after the time appointed for holding such a meeting, the Board members present shall select one from among them to preside as chairman.

4. THE GOVERNMENT OF THE ASSOCIATION

4.1 The Board

- (a) The affairs of the Association shall be managed by the Board consisting of not less than three (3) nor more than nine (9) Members each of whom at the time of his election and throughout his term of office shall be a Member;
- (b) Until the first Annual General Meeting of the Association, the Board shall be comprised of five (5) Members who shall be the initial subscribers to these By-laws and their term of office shall expire on the date of the first Annual General Meeting of the Association (unless, and to the extent that, any are then re-elected);
- (c) *- changed to 50%*
One half (½) of the members of the Board elected at the first Annual General Meeting of the Association shall be elected to sit on the Board for a one (1) year term and the other half (½) of the members of the Board elected at the first Annual General Meeting of the Association shall be elected to sit on the Board for a two (2) year term. Thereafter, Board membership shall commence upon election or appointment to the Board and shall expire at the second Annual General Meeting after such election or appointment, unless prior to such meeting the Board member's office has been vacated pursuant to paragraph 4.4 herein, at which time his Board membership shall be deemed to have expired; X
- (d) A Board member is eligible for re-election to the Board at the next succeeding Annual General Meeting following his election or appointment to the Board, provided that a Board member shall not be eligible for re-election to the Board if his office has been vacated pursuant to paragraph 4.4 herein unless a majority of Members present at an Annual General Meeting or Special Meeting approve of his re-election;
- (e) The Board shall, subject to these By-laws or directions given to it by a majority vote at any meeting properly called and constituted, have full control and management of the affairs of the Association;
- (f) Board meetings shall be held as often as may be required, but at least once every twelve (12) months, and shall be called by the president of the Association, or on the instructions of any two (2) Board members, provided the two (2) Board members requesting the Board meeting address their request in writing to the president of the Association and state the business to be brought before the meeting;
- (g) The secretary of the Association shall mail or deliver (personally, by facsimile or by e-mail) to each Board member five (5) days (which includes weekends and statutory holidays) prior to a Board meeting a notice in writing setting forth the date, place and time of the Board meeting;
- (h) A majority of the Board members, personally present at a Board meeting, shall constitute a quorum;
- (i) If within half an hour from the time appointed for a Board meeting a quorum is not present, the Board meeting shall be adjourned to the same time and place in the next week and notice of same shall be delivered (personally, by facsimile or by e-mail) to each Board member within two (2) days of such adjourned meeting. If within a half hour from the time appointed for the adjourned Board meeting a quorum is not present, the Board members present shall constitute a quorum;
- (j) Each Board member shall have one (1) vote at all Board meetings and all matters brought before the Board must be decided by a majority vote;

- (k) The president of the Association, or in his absence the vice-president of the Association, or in his absence the secretary of the Association, shall be the chairman at a Board meeting. If the president, vice-president or secretary are not present within fifteen (15) minutes after the time appointed for holding such a meeting, the Board members present shall select one from among them to preside as chairman;
- (l) In the case of a tie vote at a Board meeting, the chairman of the meeting shall have a second or casting vote; and
- (m) Board members shall serve without remuneration but shall be reimbursed for expenses reasonably incurred in performing their duties on the Board, which the Board must have pre-approved prior to the expense having been incurred.

4.2 Duties of the Board

Without limiting the generality of the foregoing, the duties of the Board shall include the following:

- (a) To facilitate and promote the objects of the Association as set forth in the Application;
- (b) To engage, hire and discharge any agents, contractors or employees with respect to the operations of the Association;
- (c) To prepare and approve an annual budget consistent with the good management of the Association;
- (d) To pay all expenses of and incidental to the operation and management of the Association;
- (e) To remunerate or indemnify any person for services rendered or liabilities incurred in connection with the affairs of the Association;
- (f) Ensure all necessary books and records (including all accounting and financial records) of the Association required by the By-laws, the Act and by any applicable statute or law are regularly and properly kept and filed; and
- (g) To place and maintain liability insurance as determined by the Board members in such amounts and on such terms as the Board may from time to time determine.

4.3 Powers of the Board

The powers of the Association shall be executed by the Board, and, without limiting the generality of the foregoing, the powers of the Board shall include the following:

- (a) To invest and deal with the monies of the Association not immediately required by the Association in such a manner as the Board may, from time to time, determine;
- (b) To finance the operations of the Association and to borrow, raise or secure the payment of money in such a manner as the Board may determine from time to time;
- (c) Unless two Members have been elected as Auditor at the preceding Annual General Meeting, to appoint an Auditor and appoint legal counsel, from time to time, to act on behalf of the Association and the Members;
- (d) To make rules and regulations pertaining to the operation of the Association and the use of its facilities and assets;

- (e) To appoint and remove officers of the Association;
- (f) To set, levy, issue, collect any sums, fees or assessments the Board has determined are owing by the Members to the Association pursuant to these By-laws or with respect to the Encumbrance. Without limiting the generality of the foregoing the Association may take all steps necessary to ensure all sums owing to the Association are paid when due, which includes registering a caveat or financial encumbrance against title to a defaulting Member's Residential Property, and taking all legal measures to enforce collection of all outstanding amounts which includes an action for foreclosure;
- (g) To provide and arrange for the care and maintenance of the Common Facilities;
- (h) To issue certificates about a Member outlining whether the Member has paid in full all monies owing to the Association, as determined by the Board. Any certificates so issued shall estop the Association and all Members from denying the accuracy of such a certificate as against any mortgagee, purchaser or other person dealing with a Member to which the certificate relates. Such a certificate must be signed by two (2) Board members;
- (i) To provide any first mortgagee with a postponement of the Encumbrance to a first specific mortgage charge granted to the mortgagee in respect of the Residential Property provided that the first mortgagee has entered into the required form of non-disturbance agreement (the "Postponement Agreement") and delivered same, properly executed and sealed, to the Association or the Association's solicitors; and
- (j) Without in any way abrogating or limiting the general responsibility of the Board, to delegate its powers and duties to any person engaged as a manager of the Association.

4.4 Vacancy

A Board member's office shall be vacated immediately if the Board member:

- (a) becomes bankrupt or insolvent;
- (b) is declared to be incapacitated or of unsound mind;
- (c) resigns his office by notice in writing to the Board;
- (d) is removed by a majority vote of the Members;
- (e) is convicted of an indictable offence;
- (f) ceases to be a Member;
- (g) dies.

4.5 Filling Vacancies

A Board vacancy may be filled by the Board from among the Members, unless such vacancy arises prior to the first Annual General Meeting with respect to one of the subscribers to the Application entitled to hold office pursuant to 4.1(b) of these By-laws, in which case the remaining subscribers to the Application (or replacements thereof in accordance with this provision) shall appoint a replacement Board member. If the Board does not fill the vacant office of a Board member within ten (10) days of the vacancy, the remaining Board members shall call a Special Meeting for the Members to elect a Member to fill the vacancy.

4.6 Officers

- (a) The officers of the Association shall be Members and shall be comprised of a president, vice-president, secretary, treasurer (or secretary/treasurer which may be filled by one person), and such other officers as the Board may determine from time to time;
- (b) The officers of the Association shall be appointed by the Board to hold office for one (1) year or until the next Annual General Meeting, whichever occurs first;
- (c) The president shall:
 - i) supervise the affairs of the Association;
 - ii) preside as chairman at all Annual General Meetings, Special Meetings and Board meetings;
 - iii) make recommendations and report to the Board and Members at the Annual General Meeting;
 - iv) perform such other duties as may from time to time be determined by the Board, and
 - v) be an ex-officio a member of all committees;
- (d) The vice-president shall:
 - i) assist the president and preside at any Association meetings or Board meetings the president does not attend;
 - ii) keep the seal of the Association, unless otherwise directed by the Board; and
 - iii) perform such other duties as may from time to time be determined by the Board;
- (e) The secretary shall:
 - i) maintain the original minute book(s) which are being held at the Registered Office and be the custodian of all books, papers, records, contracts and other documents belonging to the Association;
 - ii) attend all Association and Board meetings and cause to be recorded in the original minute book, minutes of all proceedings of all Association and Board meetings;
 - iii) cause notices of all Annual General Meetings, Special Meetings and Board meetings to be mailed or delivered;
 - iv) keep a current record listing every past and current Member, their respective addresses and telephone and facsimile (if available) numbers; and
 - v) perform such other duties as may from time to time be determined by the Board;
- (f) The treasurer shall:
 - i) keep full and accurate accounts of all receipts and disbursements of the Association and keep the financial records of the Association in a proper manner;

- ii) shall coordinate the conduct of the audit of the Association's financial statements;
- iii) shall report the Association's financial position to the Board and Members at the Annual General Meeting or whenever requested to do so by the president of the Association;
- iv) collect and receive all annual and other fees payable by the Members to the Association;
- v) disburse the Association's monies under the direction of the Board;
- vi) deposit all Association monies in whatever Bank, Trust Company, Credit Union or Treasury Branch the Board may direct; and
- vii) perform such other duties as may from time to time be determined by the Board;
- (g) Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the Board; and
- (h) The officers of the Association shall serve without remuneration but shall be reimbursed for expenses incurred while fulfilling their duty as an officer, which the Board must have pre-approved.

4.7 Committees

The Board may appoint such committees as it from time to time considers advisable.

4.8 Committee Powers

No committee shall have the power to act for or on behalf of the Association or otherwise commit or bind the Association to any course of action. Committees shall only have the power to make recommendations to the Board, or to the Members, as the Board may from time to time direct.

4.9 Committee Memberships

Members of committees shall be appointed by, and hold office at the pleasure of, the Board.

4.10 Committee Reports

Each committee shall submit to the Board such reports as the Board may from time to time request, but in any event, each committee shall submit an annual report to the Board at such time as the Board may from time to time determine.

5. BORROWING AND LEGAL POWERS

- 5.1 For the purpose of carrying out the objects of the Association as set out in the Application, the Association may borrow, raise or secure the payment of money in such manner as the Board thinks fit and in particular by the issue of debentures, provided however, that such debentures shall not be issued without the sanction of a Special Resolution.
- 5.2 All contracts to be entered into by the Association must be pre-approved by the Board.
- 5.3 All contracts with the Association that have been pre-approved by the Board and all cheques shall be signed by any two (2) officers of the Association.

6. AUDITOR

- 6.1 Unless two Members have been elected as Auditor at the preceding Annual General Meeting, the Board shall appoint an Auditor to hold office until the next Annual General Meeting and are authorized to fill any vacancy in the office of the Auditor. If Members were elected as Auditor at the preceding Annual General Meeting and one or both of such Members ceases to be a Member prior to the next Annual General Meeting or is otherwise unable to carry out such Member or Members' duties as Auditor, the Board may appoint a Member or Members willing to take such Member or Members' place as Auditor for the next Annual General Meeting.
- 6.2 The books, accounts and records of the secretary and treasurer of the Association shall be audited at least once a year by the Auditor.
- 6.3 The Auditor shall submit at every Annual General Meeting an audited statement of the Association's financial position.
- 6.4 Remuneration (if any) of the Auditor of the Association shall be determined by the Board.

7. SEAL OF THE ASSOCIATION

- 7.1 The seal of the Association shall be under the control of the Board. The responsibility for its custody and use from time to time shall be determined by the Board. In the absence of any specific determination by the Board, the seal shall be held by the vice-president of the Association who, together with the president of the Association, shall execute and affix the seal of the Association to all contracts entered into by the Association required to be executed under seal.

8. INSPECTION OF BOOKS AND RECORDS BY MEMBERS

- 8.1 The books and records of the Association may be inspected by Members at the Registered Office by appointment during such times as the office is normally open.

9. RESOLUTIONS IN WRITING

- 9.1 A resolution in writing signed, or signed in counterpart, by all Members entitled to vote on that resolution at an Annual General Meeting or Special Meeting is as valid as if it had been passed at such a meeting, and shall be effective as of the date stated in the resolution. A resolution in writing of the Board signed, or signed in counterpart, by all the Board members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

10. INDEMNITY

- 10.1 Each Board member and officer of the Association and their heirs, executors/executrices, representatives and estates shall be indemnified and saved harmless by the Association from having to pay any insurance deductible and insurance premiums under any insurance policy established for the protection of a Board member or officer, and from any and all debts, dues, sums of money, claims, liabilities, losses, costs, including legal costs (on a solicitor-client full indemnity basis), damages, expenses and demands of every nature and kind whatsoever (including all equitable, common law and statutory relief) incurred in connection with or resulting from any claim, action, suit or proceeding in which he may become involved as a party, or otherwise, while acting reasonably in the ordinary course of his duties with the Association. However, no Board member or officer of the Association shall be indemnified by the Association for any of the foregoing arising from his own willful misconduct in the performance of his duties with the Association.

11. WINDING UP

- 11.1 In the event the Association is wound up or dissolved, all of its remaining assets after payment of its liabilities shall be paid to a registered and incorporated charitable organization or organizations as the Members so determine. In no event shall the Members or any of them become entitled to any of the assets of the Association.

12. NOTICES

- 12.1 All notices to Members may be made by personal delivery, prepaid ordinary mail or electronic facsimile transmission addressed to the last known address of the Member as stated in the Association records and shall record the date sent. All notices to the Association shall be made by personal delivery, prepaid ordinary or electronic facsimile transmission addressed to the secretary of the Association. All notices mailed by ordinary mail shall be deemed to have been received within five (5) business days of mailing. All notices sent by electronic facsimile transmission shall be deemed to have been received on the same day upon which they were sent provided they are dated. The facsimile transmission date which appears on the facsimile sender's confirmation of transmission shall be deemed evidence that the transmission was received by the party to whom it was sent.

13. AMENDMENT OF BY-LAWS

- 13.1 The By-laws of the Association shall not be altered, rescinded or added to except by a Special Resolution.

DATED in the City of Edmonton, in the Province of Alberta this 7th day of February, 2011.

SUBSCRIBERS:

JAMES BROWN
#420, 10508 – 82 Avenue
Edmonton, AB T6E 2A4
Businessperson

IRVING KIPNES
#420, 10508 – 82 Avenue
Edmonton, AB T6E 2A4
Businessperson

JENNIFER BROWN
#420, 10508 – 82 Avenue
Edmonton, AB T6E 2A4
Businessperson

RONALD SOROKIN
2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Lawyer

JONATHAN CALVERT
2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Lawyer

ENCUMBRANCE

TO SECURE ANNUAL RENT CHARGE PER PARCEL PURSUANT TO "THE LAND TITLES ACT"

THE GRANGE SOUTH WEST PROPERTY CORPORATION, a body corporate, having offices at #800, 10235 - 101 Street, in the City of Edmonton, Province of Alberta, as encumbrancer being the registered owner of the land situated in the City of Edmonton, Province of Alberta, and described in the Schedule of Lands attached hereto as Schedule "A" (the "Lands"), and desiring to render the Lands available for the purposes of securing to and for the benefit of **THE GRANGE SOUTH WEST PROPERTY CORPORATION**, #800, 10235 - 101 Street, in the City of Edmonton, in the Province of Alberta, as encumbrancee (hereinafter called the "Encumbrancee") the Rent Charge hereinafter mentioned **DO HEREBY ENCUMBER** the Lands for the benefit of the Encumbrancee, the following sums in lawful money of Canada as to the specific sum specified for each specific parcel to which this Encumbrance applies as follows:

The Rent Charge, as hereinafter defined, for each of the parcels set out in Schedule "A" attached hereto for each year to be paid to the Encumbrancee in lawful money of Canada at the Encumbrancee's office in the City of Edmonton, aforesaid (or such other place as the Encumbrancee may from time to time designate in writing) commencing on the 31st day of October first following the date that the Developer (as hereinafter defined) transfers the Common Facilities (as hereinafter defined) to the Association, and ending on the 31st day of October, 2101.

FOR THE PURPOSES of the provisions hereof the terms defined shall have the meanings herein specified. The terms:

- (a) "Association" shall mean Copperwood Home Owner's Association (CHA) that certain homeowners association established by, or to be established by, the Developer to own, operate and maintain the Common Facilities, its successors and assigns;
- (b) "Association's Cost" 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 right, duties and obligations hereunder, as determined by the Board of Directors of the Association from time to time;
- (c) "Common Facilities" shall mean those facilities designated by the Developer and may include entry gates, street boulevards, traffic islands, planting beds (including trees and shrubs), banner posts, walkways, sound attenuation fence pilasters, landscaping and fencing and other facilities and improvements that

may be built and designated from time to time by the Developer for the use, benefit and enjoyment of the residents;

- (d) "Developer" shall mean **THE GRANGE SOUTH WEST PROPERTY CORPORATION**;
- (e) "Encumbrancee" shall mean the Developer and its successors in title of the Common Facilities, from time to time;
- (f) "Lots" shall mean all the lots described in Schedule "A" attached hereto as such lands may be subdivided from time to time and "Lot" shall mean one of the Lots;
- (g) "Mortgagee" shall mean any of the lender or lenders granting a mortgage on the security of any of the Lands;
- (h) "Owner(s)" shall mean the registered owner or owners from time to time of each Lot and Unit;
- (i) "Prime Rate" shall mean the highest interest rate charged by the Royal Bank of Canada at its Main Branch, Edmonton, Alberta, to its most preferred commercial customers;
- (j) "Rent Charge" or "Annual Rent Charge" shall mean:
 - (i) until increased pursuant to sub-paragraph (j)(ii) below, the sum of One (\$1.00) Dollar per lot, payable annually in advance; and
 - (ii) upon the organization of the Association, such amounts as are set and deemed payable by the Board of Directors of the Association;
- (k) "Units" shall mean the condominium units, if any, created as a result of registration of a condominium plan with respect to a portion of the Lands and "Unit" shall mean one of the Units.

And in consideration of the Owner's covenants hereinafter set out the Encumbrancee **DOETH HEREBY COVENANT AND AGREE** with the Owner and with any Mortgagee hereinafter mentioned:

- (a) That this Encumbrance and the Rent Charge secured hereby may, in the Encumbrancee's sole discretion and subject to the satisfaction of the condition precedent set out in (b) below, be subordinated to and postponed to any first specific mortgage charge granted to a Mortgagee in respect of any of the Lands and any improvements thereon, whenever and however granted, and to each and every advance made thereunder so that such mortgage or other security will

take precedence and priority in all respects as to principal, interest, rights and remedies.

- (b) As a true condition precedent to the operation of the postponement referred to in (a) immediately preceding, a Mortgagee shall deliver or cause to be delivered to the Encumbrancee, at the address given above, an agreement, in form satisfactory to Witten LLP, Barristers and Solicitors, #2500, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6, or such other solicitors as the Encumbrancee may appoint from time to time, which shall provide that:
 - (i) in the event that the Mortgagee, for any reason whatsoever, succeeds to the interest of an Owner or its successor(s) in title in any of the Lands, the right and benefit of the Encumbrancee under this Encumbrance shall not be diminished by reason thereof, and further, the Mortgagee shall be bound to the Encumbrancee under all the terms, covenants and conditions of this Encumbrance, and the Encumbrancee shall from and after such event have the same remedies against the Mortgagee for the breach on the part of the Mortgagee occurring from and after such event of an agreement contained in this Encumbrance that the Encumbrancee might have had under this Encumbrance against the Owner to whose interest the Mortgagee has succeeded if the Mortgagee had not succeeded to the interest of that Owner;
 - (ii) if the interest of an Owner in any of the Lands under the mortgage held by the Mortgagee shall be transferred to the Mortgagee by reason of foreclosure or other proceedings for enforcement of the mortgage, the Mortgagee shall be bound to the Encumbrancee, notwithstanding the delivery of the postponement, under all the terms, covenants and conditions of the Encumbrancee, with the same force and effect as if the Mortgagee were an Owner named in this Encumbrance, and the Mortgagee does hereby attorn to the Encumbrancee, said attornment to be effective and self operative without the execution of any further instruments upon the Mortgagee succeeding to the interests of an Owner in the Lands. Upon the transfer to the Mortgagee, as aforesaid, the Mortgagee shall not cause this Encumbrance to be discharged from the title of the Lands.

AND THE OWNER DOTH HEREBY COVENANT, ACKNOWLEDGE AND AGREE THAT:

1. The true consideration for the granting of this Encumbrance and for the covenant to pay the Rent Charge hereby secured is the payment of ONE (\$1.00) DOLLAR and other good and valuable consideration by the Developer to the Owner (the receipt of which is hereby acknowledged).

2. The Owner of a Lot and/or Unit shall pay the Rent Charge applicable to its Lot and/or Unit to the Encumbrancee at the time and place hereinbefore set forth without deduction or defalcation, and any amount in default shall bear interest at the rate of FIVE (5%) PER CENT above the Prime Rate, calculated and compounded monthly, and payment of the Rent Charge and such interest shall be secured by these presents.
3. The Rent Charge shall run with and bind each Lot and/or Unit within the Lands.
4. The Owner of each Lot and/or Unit hereby mortgages and charges each Lot and/or Unit within the Lands as security for payment of the Rent Charge.
5. The Encumbrancee, or its successors in title shall be entitled to and are hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the *Land Titles Act*.
6. For the purpose of realizing the security hereby granted by the Owner to the Encumbrancee, the Encumbrancee shall be deemed to be a mortgagee enjoying all the rights and privileges of a mortgagee as provided under the laws of the Province of Alberta and the Encumbrancee shall be entitled, without restricting the generality hereof, to take any proceedings for sale and/or foreclosure concurrently or otherwise with any other step or proceeding available to it at equity or in law.
7. That in case of default being made in any of the covenants, agreements, provisos and stipulation herein contained, and by reason of such default the Encumbrancee considers it necessary to place this Encumbrance in the hands of its solicitors for the purpose of having such default remedied, then the Owner covenants and agrees with the Encumbrancee to pay the full cost of said solicitors, on a solicitor and his own client, full indemnity basis.
8. This Encumbrance shall be construed and governed by the laws of the Province of Alberta.
9. The waiver of any one or more defaults under this Encumbrance or otherwise in relation to the Rent Charge secured hereunder shall not be construed as a waiver of any subsequent or other default.
10. The registered fee simple Owner of a Lot and/or Unit, from time to time, shall pay the Rent Charge applicable to his Lot and/or Unit as and whenever required by the Encumbrancee. The Encumbrancee shall from time to time estimate the Association's Costs for such period as it deems convenient to its administration and shall notify each Owner of the amount of such estimate and that Owner's share thereof (that is, his Rent Charge) by notice in writing delivered to or on, or mailed by ordinary mail to the address of any dwelling situate on, each Lot and/or Unit. Each such estimate shall state a monthly or annual payment amount for the Rent Charge payable for the period such as will (if paid) pay the full amount of such estimate within the period. The Rent Charge for each Lot and/or Unit shall be the sum so notified by the Association as

applicable to the Lot and/or Unit and the payment shall be due and payable on the date so notified by the Association or alternatively on the 1st day of each month during each period or as otherwise determined by the Association.

11. Notwithstanding anything to the contrary herein, for the purposes of this Encumbrance the Rent Charge applicable to each Unit shall be Fifty (50%) percent of the Rent Charge applicable to each Lot.
12. The Encumbrancee shall be the sole determiner of the Association's Costs and the amount of the Rent Charge from time to time; and a certificate stating the same and signed by the Encumbrancee shall be conclusive and binding on all registered owners of the Lands.
13. The Encumbrancee may register this Encumbrance against the title to the Lands in the Land Titles Office for the North Alberta Land Registration District and the Encumbrancee shall have the right but not the obligation to subsequently transfer this Encumbrance to the Association, at the Association's sole cost.
14. Any notice to be given by the Encumbrancee to the Owner may be forwarded by ordinary mail addressed to the Owner at the municipal address of said Lands or to the last post office address of the Owner known to the Encumbrancee, and shall be deemed to have been received by the Owner within the ordinary time required for delivery of mail from the post office where mailed to such address.
15. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Owner which import the singular number shall be read and construed as applied to each and every owner of a Lot and/or Unit, male and female, and to his or her executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in the case of more than one Owner of a Lot and/or Unit, the said covenants, provisos, conditions and agreements shall be construed and held to be joint and several.
16. This Encumbrance shall enure to the benefit of and be binding upon the successors and assigns of the Encumbrancee and shall be binding upon the registered Owners from time to time of the Lots and/or Units and the said Owners' executors, administrators, assigns and successors in title and the Encumbrancee shall have the right to assign and transfer all of its right, title and interest to the Association at such time and upon such condition as it in its sole discretion deems advisable.
17. And for the better securing to the Encumbrancee payment of the Rent Charges hereby secured, the Owner does hereby encumber to the Encumbrancee all of its right, title and interest in and to the Lands.

IN WITNESS WHEREOF the Owner has hereunto caused its corporate seal to be affixed by its proper signing officers duly authorized in that behalf, as of the 22nd day of November, 2004.

THE GRANGE SOUTH WEST PROPERTY
CORPORATION

Per: 

c/s