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NOV 30 1999
Registrar of Corporations
Province of Alberta

ARTICLES OF ASSOCIATION
OF COOPER'S CROSSING RESIDENTS' ASSOCIATION

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1. The Articles of Association contained in Table "A" in the Schedule "A" to the Companies Act (Alberta) does not apply to this Company.

INTERPRETATION

2. The headings used throughout these Articles shall not affect the construction hereof. In these Articles and the Memorandum of Association of this Company, unless the context otherwise requires, expressions, defined in the Companies Act (Alberta) or any statutory amendment or modification thereof, shall have the meaning so defined, and the following terms shall have the following meanings:

(a) "City" means the City of Airdrie;

(b) "Commercial Member" means the registered owner (including the Joint Venture, if applicable) or one of the registered owners (as designated by those registered owners) of a commercial development located within the Cooper's Crossing Lands;

(c) "Companies Act (Alberta)" means the Companies Act R.S.A. 1980 c. C-20, as amended or any substitution therefore from time to time;

(d) "Company" means Cooper's Crossing Residents' Association;

(e) "Cooper's Crossing Amenities" means certain public community lands and/or private amenity lands, in each case including the improvements thereon, all of which will be situate within the Cooper's Crossing Lands, and all or any of the equipment, chattels and assets used in connection therewith;

(f) "Cooper's Crossing Lands" means the residential subdivision lands owned by the Joint Venture in the southwest portion of the City of Airdrie and designated by the Joint Venture. As the Cooper's Crossing Lands as outlined in Exhibit 1 to the Cooper's Crossing Management Agreement, situated within lands contained in the City's Cooper's Crossing Community Plan, and if the Joint Venture in its sole and unfettered discretion so decides, the Cooper's Crossing Lands shall include such other lands within the Cooper's Crossing Community Plan (as may be owned by the Joint Venture or by other owners as approved from time to time by the Joint Venture in its sole and unfettered discretion);

(g) "Cooper's Crossing Management Agreement" means the agreement between the Association and the Joint Venture which agreement is Schedule A to the Cooper's Crossing Residents' Association Binder;

(h) "Directors", "Board" and "Board of Directors" means the directors of the Company for the time being;

(i) "Effective Date" has the meaning ascribed to that terms in the Cooper's Crossing Management Agreement;

(j) "Encumbrance" means an instrument to secure the annual rental charge to be paid by certain of the Members of the Company to the Company and registered or to be registered against the title to residential lands or commercial ands of persons in the Cooper's Crossing Lands who are Members of the Company, in favour of the Company, for the purpose of forming an enforceable encumbrance pursuant to the provisions of the Land Titles Act (Alberta);

(k) "Family Members" means the spouse (whether legally married to or not) of a Homeowner Member or Tenant Member and the unmarried children of such Homeowner Member or Tenant Member and/or such spouse which spouse and children are actually residing in the residential property of the Homeowner Member or Tenant Member;

(l) "Homeowner Member" means a registered owner (including the Joint Venture as applicable, from and after the Effective Date) or one of the registered owners (as designated by those registered owners) of an occupied single family property (subject to article 4(i)), a condominium unit, or multi-family residential property in respect of which a separate certificate of title is issued for each unit (or, in each case, a single tenant residing in such property as designated by the registered owner or owners thereof) located in the Cooper's Crossing Lands, who is a qualified Member of the Company;

(m) "Joint Venture" means Westmark Holdings Ltd., as to an undivided 14/24 interest, Proflo Design Inc., as to an undivided 5/24 interest and 630398 Alberta Limited, as to an undivided 5/24 interest, collectively carrying on business as Cooper's Town Properties Joint Venture;

(n) "Manager" means the Joint Venture as the manager appointed under the Cooper's Crossing Management Agreement, and its successors and assigns as permitted thereunder;

(o) "Member" means a person for the time being entered in the Registered of Members of the Company and Members means collectively all of them from time to time,

inclusive of (subject to article 4(j) hereof) the Manager, Commercial Members, Homeowner Members, Rental Members, Family members and Tenant Members;

(p) "Month" means calendar month;

(q) "Office" means the registered office of the Company for the time being;

(r) "Rental Member means the registered owner or one of the registered owners of a multi-family residential rental project located in the Cooper's Crossing Lands, who is a qualified member of the Company;

(s) "Rent Charges", Rental Charges", Annual Rental Charge" and similar expressions means the fees assessed by the Company for its Members, as more particularly described in these Articles;

(t) "Tenant Member" means a tenant actually renting and residing in a multi-family rental project located in the Cooper's Crossing Lands that may or may not be owned by a Rental member in accordance with these Articles';

(u) "These Presents" means and includes these Articles of Association, and any modification or alteration thereof for the time being in force;

(v) "Voting Members' means the Members who are entitled to vote at meetings of the Company and, subject to article 4(j) hereof, shall be restricted to only the Manager, Commercial Members, Homeowner Members and Rental Members or their respective designates as provided herein, and the subscribers hereto while such subscribers remain Members hereunder; and

(w) "Writing and "Written" includes printing, typewriting, lithographing and other modes of representing or reproducing words in visible form which, without restricting the generality of the foregoing shall include telex, telecopy and telegram.

Words importing the singular number include the plural number and vice versa; words importing the masculine gender shall include the feminine and words importing persons shall include corporations and companies.

REGISTERED OFFICE

3. Subject to the provisions of the Companies Act (Alberta), the Company may, by ordinary resolution of the Directors change from time to time the place within City of Airdrie where the registered office of the Company is to be situated.

MEMBERS

4. The subscribers hereto shall be members until they resign. Every person owning a single family or multi-family residential property (including a condominium unit or other residential unit in respect of which a separate certificate of title has been issued), or owning a commercial development in the Cooper's Crossing Lands, shall be required to be a Member in good standing as long as such person so owns such residential property or commercial development, and shall forthwith cease to be a Member at any time such a residential property or commercial development in the Cooper's Crossing Lands is not owned by such person;

PROVIDED ALWAYS with reference to all residential or commercial properties located in the Cooper's Crossing Lands:

(a) Where there is more than one such owner of a property, there shall be only one Voting Member who shall be the person designated as the Voting Member by all the owners of said property. In the absence of such designation the first person named as owner in the Certificate of Title or as Purchaser in an Agreement for Sale, shall be the Voting Member;

(b) Where a Voting Member owns more than one residential property in the Cooper's Crossing Lands, including condominium units, the Voting Member shall be entitled to one (1) vote for each such property owned by that Voting Member;

(c) Where a residential unit in respect of which a separate certificate of title has been issued is occupied by a tenant such tenant may be designated by the otherwise designated Voting Member pursuant to (a) above, as the Voting Member by and instead of the owner(s) of such property;

(d) Where a rental project is involved the registered owner or its designate shall be the Voting Member and notwithstanding how many Tenant Members are residing in the rental project, it shall have only one (1) vote;

(e) Where the owner of the rental project first has become and maintains membership in the Company as a Rental Member, all the tenants of such rental project shall be entitled to become Tenant Members in the Company subject to them complying with the rules and regulations of the Company as well as any special rules and regulations put in place by the Board of Directors and dealing specifically with tenants of Rental Members. The right to membership of a Tenant Member shall automatically cease either at the same time that his Rental Member ceased to be a Member or he ceases to be a tenant in the rental project in question;

(f) Where a commercial development is involved the registered owner or its designate shall be the Voting Member and notwithstanding how many tenants are occupying the

commercial development, it shall have only one (1) vote;

(g) Where there is any difficulty or dispute in determining the Voting Members, the Directors in their absolute discretion may designate the Voting Member, the intention being that, subject to article 4(j), there be one Voting Member from each residential unit in respect of which a separate certificate of title has been issued (including a condominium unit), or commercial development in the Cooper's Crossing Lands;

(h) Membership is not transferrable by a Member but is appurtenant to ownership and residence as herein set out;

(i) Prior to the Effective Date, the Joint Venture shall be deemed to not be a Homeowner member, notwithstanding the Joint Venture ownership at that time of any single family, multi family or commercial sites lots in the Cooper's Crossing Lands.

(j) From and after the Effective Date (but note prior to the Effective Date), Homeowner Members, Commercial Members and Rental Members shall be Voting Members, having the right to vote at any meetings of Members. Prior to the Effective Date (but not thereafter), the Manager shall be the sole Voting Member having the right to vote at any meetings of the Members.

REGISTER MEMBERS

5 (a) A register of Homeowner Members in such form as the Board may approve shall be maintained in which shall be recorded the names and addresses of all Homeowners Members. The Register shall be amended from time to time so that all Homeowner Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its owner volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

REGISTER OF RENTAL MEMBERS AND TENANT MEMBERS

(b) A register of Rental Members and Tenant Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Rental Members and their tenants who by properly complying with the requirements of membership become Tenant Members. The Company shall attempt to establish a workable procedure whereby it is notified when Tenant Members cease to be tenants or a rental project located in the Cooper's Crossing Lands. The register shall be amended from time to time so that all Rental Members and Tenant Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon an amendment being made as aforesaid there

may be charged a fee as set by the Board from time to time.

REGISTER OF FAMILY MEMBERS

(c) A register of Family Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addressed of all Family Members. The register shall be amended from time to time so that all Family members are listed in such register. Such amendment may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

REGISTER OF COMMERCIAL MEMBERS

(d) A register of Commercial Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Commercial Members. The register shall be amended from time to time so that all Commercial Members are listed in such register. Such amendment may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

MEMBERSHIP CARDS

(e) Every member may be periodically issued a membership card as determined by the Directors. The membership cards shall remain the property of the Company. If a membership card is lost it shall be replaced by the Company, provided however that there may be charged a fee as set by the Board from time to time as a condition to delivery of such replacement membership card.

1. Members shall have access to and be entitled to the use of the Company's Cooper's Crossing Amenities in common with all Members subject to suspension of such rights:

(a) for breach of any Rule or Regulation for the conduct of Members; and

(b) for default by any member in payment of any fees, dues deposits or other sum owing to the Company.

Members, shall at all times act responsibly with respect to the Cooper's Crossing Amenities, it being recognized that the maintenance and appearance of the Cooper's Crossing Amenities is for the benefit of the Company and all its Members.

MEMBERS MEETINGS

7. The first annual general meeting of Members of the Company shall be held at such time, within sixteen (16) months from the date of which the Company is incorporated and at such place as the Directors may determine. Subsequent annual general meetings shall be held at least once in every calendar year and not more than sixteen (16) months after the holding of the last preceding general meeting, at such time and place as may be determined by the Directors.

8. (a) The general meetings referred to in the preceding clause shall be called annual general meetings, and all other meetings of the Company shall be called special general meetings. All meetings of Members shall be held in the City of Airdrie, in the Province of Alberta;

(b) No Family Members shall be entitled to notice of or to attend any meeting, general, special or otherwise of the Company;

(c) Only Voting Members shall be entitled to vote on, or propose, or second resolutions at meetings of the Members; and

(d) Prior to the Effective Date, only Voting Members shall be entitled to notice of and to attend annual general meetings.

9. The Directors may, whenever they think fit, proceed to convene a special general meeting of the Company.

10. Where it is proposed to pass a special resolution, such notice as is required to be given by the Companies Act (Alberta), and in all other cases at least ten (10) days notice specifying the day, hour and place of every Voting Members' meeting, and in case of special business the general nature of such business, shall be served in one of the manners hereinafter provided on the Voting Members registered in the Members' register at the time such notice is served or if a record date has been fixed by the Directors, on the Voting Members registered in the Register of Members at the record date as so fixed; PROVIDED ALWAYS that a meeting of the Voting Members may be held for any purpose, at any time and at any place without notice, if all the Voting Members entitled to notice of such meeting are present in person or represented thereat by proxy or if the absent Voting Members shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Voting Member or the duly appointed proxies of a Voting Member. It shall not be necessary to give notice of any adjourned meeting.

11. Irregularities in the notice or any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non-receipt of any notice by any Voting Member or

Voting Members, shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of such meeting.

PROCEEDINGS AT MEMBERS MEETINGS

12. All business shall be deemed special that is transacted at a special general meeting. All business shall be deemed special that is transacted at an annual general meeting, with the exception of consideration and approval of the financial statements and the ordinary report of the Directors, auditors, and other officers, the election of the Directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these presents ought to be transacted at a general meeting. Special business or a special resolution may be passed as an annual general meeting provided the requisite notice has been given.

13. No business shall be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, from and after the Effective Date, the lesser of fifty (50) Voting Members or ten percent (10%) of the Voting Members, either personally present or represented by proxy shall be a quorum. Prior to the Effective Date, the Manager shall itself (personally present or represented by proxy) constitute a quorum.

14. The president, or in his absence the vice-president (if any), shall be entitled to take the chair at every general meeting, or there be no president or vice-president, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting the Voting Members present shall choose another Director as chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Voting Members present shall choose one of their number to be chairman. The chairman at any meeting of Voting Members may appoint one or more persons to act as scrutineers.

15. If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present, the Voting Members personally present or represented by proxy shall be a quorum.

16. Every question submitted to a meeting shall be decided in the first instance by a show of hands or otherwise as the chairman may direct and in the case of an equality of votes the chairman shall, both on a show of hands or otherwise have a casting vote in addition to the vote to which he may be entitled as a Voting Member.

17. (a) At any meeting unless a poll is demanded by the chairman or by ten percent (10%) of the Voting Members present, a declaration by the chairman that a resolution has been carried or carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof

of the number of proportion of the votes recorded in favour of or against such resolution.

(b) If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval of adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting was which the poll was demanded. The demand for a poll may be withdrawn.

18. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19. On a show of hands every Voting Member present in person, including the proxy of representative of a Voting Member, shall be entitled to the number of votes allocated to that Voting Member pursuant to the provisions hereof.

20. Votes may be given either personally or by nominee appointed by a proxy.

21. A proxy shall be in writing in any effectual form under the hand of the appointer or of his attorney duly authorized in writing, and need not be attested. A person appointed proxy must be a Voting Member.

22. No proxy shall be valid after the expiration of twelve (12) months from the date of its execution unless it is otherwise specified in the instrument.

23. The proxy shall be deposited at the registered office of the Company of such other place as may be specified in the notice of meeting and at a time as the Directors may by resolution fix but not exceeding forty eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote. If there is any default in this procedure for the deposit of such proxy it shall not be treated as valid.

24. A Vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy with respect to which the vote is given, provided no intimation in writing of the death or revocation shall have been received before the meeting at the place where the proxies are to be deposited.

25. No Voting Member shall be entitled to be present or to vote on any question, either personally or by a nominee appointed by a proxy, or as the nominee appointed by a proxy for another Voting Member at any general meeting, or upon a poll, or to be reckoned in a quorum while any sum due or payable to the Company by such a Voting Member shall remain unpaid for at least forty-five (45) days following a written request for payment of same.

BORROWING POWERS

26. The Directors may from time to time at their discretion raise or borrow money:

    (a) from the Joint Venture without limitation for the purposes of operating Cooper's Crossing Amenities; and

    (b) from any person for the purpose of the Company's business in amounts in the aggregate not exceeding TWENTY FIVE THOUSAND ($25,000.00) DOLLARS at any one time.

DIRECTORS

27. The number of Directors shall be not less than three (3) or more then ten (10). Subject to the foregoing and to the provisions of articles 28 and 30, the number of Directors to be elected at any annual general meeting of Members shall be that number as determined by a majority vote of the Voting Members.

28. The subscribers hereto shall be the first Directors of the Company and they (or their replacements from time to time as nominated by the Joint Venture) shall remain as Directors until that date which is the later of:

    (a) the date of which the Joint Venture has transferred title to the last lands it owns in the Cooper's Crossing Lands; or

    (b) that date on which all monies loaned by the Joint Venture to the Company for the initial management or the Cooper's Crossing Amenities have been fully repaid to the Joint Venture;

    or such other date as the Joint Venture in its sole discretion may determine.

29. The Directors shall have power from time to time and at any time, to appoint any other person or persons as Directors, to fill a casual vacancy or vacancies to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles.

30. A Director, except for any nominee of the Joint Venture or any subscriber hereto, must be a Member of the Company or a spouse of a Member of the Company.

31. The Directors shall not be paid out of the funds of the Company by way of remuneration for their services as Directors.

32. A Director may retire from office upon giving five (5) days' notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such

notice or its earlier acceptance.

33. The office of a Director shall automatically be vacated:

(a) If he is found lunatic or becomes of unsound mind;
(b) If by notice in writing to the Company he resigns his office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;

(c) If he is removed by resolution of the Company, as hereinafter provided.

34. A Director shall not be disqualified solely by his office as a Director from holding any other office with the Company and form contracting with the Company either as a vendor, purchaser or otherwise howsoever.

35. At the first annual general meeting and at every succeeding annual general meeting, all of the Directors, howsoever appointed or elected, shall retire from office. A retiring Director shall retain office until the dissolution of the meeting at which is successor is elected. If at any general meeting at which an election of Directors ought to take place, no such election takes place, the retiring Directors shall continue in office until the annual general meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

36. A retiring Director shall be eligible for re-election.

37. The Voting Members at every annual general meeting shall fill up the vacated offices by electing a like number of persons to be Directors, or in case any change in the number of Directors is made at any such meeting, by electing the number of persons to be Directors as required by these Articles.

38. The Company may, by special resolution of the Voting Members, at any time remove any or all of the Directors before the expiration of his or their period of office and by ordinary resolution appoint another or other qualified person or persons in his or their stead; and the person or persons so appointed shall hold office during such time only as Director of Directors in whose place he or they are appointed would have held the same if he or they had not been removed.

REGISTER OF DIRECTORS AND MANAGERS

39. The Directors shall duly comply with the provisions of the Companies Act (Alberta), or any statutory modification thereof for the time being in enforce, and in particular with the provisions in regard to the keeping of the registers of the Directors and managers and their addresses and occupations, the signing of the balance sheet, the filing with the Registrar of Corporations an annual report and copies of special and other resolutions and of any change

in the registered office or of Directors and, where applicable, the mailing of a form of proxy and the issuing of information circulars.

PROCEEDINGS OF DIRECTORS

40. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, and may declare the quorum necessary for the transaction of business, but until the Directors make such determination, one-half of the Directors shall be a quorum.

41. Subject to the provisions of Article 42, meetings of the Board of Directors shall be held in the City of Airdrie, in the Province of Alberta unless all the Directors otherwise agree. The Directors may make regulations in regard to the manner and time that notice shall be given of such meetings. Until such regulations are made, meetings of the Board may be held at any time without formal notice if all the Directors are present or those absent have signified their consent in writing to the meeting being held in their absence; and notice of any meeting where notice has not been dispensed with, delivered, mailed, telegraphed or telecopies to each Director at his ordinary address two (2) days prior to such meeting, shall be sufficient notice of any meeting of the Directors. In computing such period of two (2) days the day on which such notice is delivered, mailed, telegraphed or telecopied shall be included, and the day for which notice is given shall be excluded. Notice of any meeting, or irregularity in any meeting or in the notice thereof, may be waived by the Director. The Directors may by resolution appoint a regular time and place for meetings, and no further or other notice of such time and place than the entry of such resolution upon the minutes of the meeting at which it was passed shall be necessary. Immediately upon the conclusion of the annual general meeting a meeting of the Directors shall be held and no notice of such meeting shall be necessary.

42. Any Director may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and a Director participating in a meeting pursuant to this article shall be deemed to be present in person at that meeting and the meeting shall be deemed to have been held at such place in Canada as the Directors may from time to time determine.

43. The President may, or the Secretary shall at the written request of not less than twenty-five (25%) percent of the Directors, at any time convene a meeting of the Directors.

44. Questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of an equality of votes, the chairman shall not have a second or casting vote.

45. The continuing directors may act notwithstanding any vacancy in their number; but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors may act only for the

purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

46. The Directors may approach one of their number to be chairman of the Board of Directors, and in the absence of such appointment the president for the time being of the Company shall be chairman of the Board. If the chairman is not present at any meeting at the time appointed for holding the same, the Directors present shall choose some one of their number to be chairman of such meeting.

47. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

48. The Directors may delegate any of their powers or committees consisting of such one or more member or members of the Board as they think fit and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated conform to any regulations from time to time imposed upon it by the Directors.

49. The meetings and proceedings of any such committee consisting of two (2) or more Members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, including the appointment of a quorum, so far as the same are applicable thereto and not superseded by an regulations made by the Directors under the proceeding clause.

50. All acts done at any meeting of the Directors, or a committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there are some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

51. A resolution in writing, signed by all the Directors without their meeting together, (which may be executed in several counterparts) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, and shall be held to relate back to any date therein stated to be effective date thereof.

MINUTES

52. The Directors shall cause minutes to be duly entered in books provided for the purpose:

(a) of all appointments of officers;

(b) of the names of Directors present at each meeting of the Directors and of any committee of Directors;

(c) of all resolutions made by the Directors and committees of Directors; and

(d) of all resolutions and proceedings of general meetings;

and any such minutes of any meeting of the Directors or of any committee of Directors, or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS

53. Subject to Articles 54 and 55 below, the management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Voting Members in general meeting; and without restricting the generality of the foregoing the Directors shall exercise general supervision of the affairs of the Company and may from time to time make rules and regulations in relation to the Company, and may at any time in like manner annul or vary any rules and regulations so made, and all rules and regulations so made and for the time being in force shall be binding on the Members, and shall have full effect accordingly; and without limiting the generality of the foregoing it is expressly declared that the following shall be deemed to be included as rules and regulations in relation to the Company within the meeting of this clause, that is to say, regulations:

(a) As to proof required from persons claiming to be eligible to be Homeowner Members, Family Members, Rental Members, Commercial Members and Tenant Members;

(b) As to the rental charges to be payable by the Members including whether same will be payable annually, quarterly or otherwise, and the amounts thereof, subject to Article 67(f);

(c) As to visitors and guests;

(d) As to the manner in which use of the Cooper's Crossing Amenities by Members may be suspended or terminated;

(e) As to the use of the Cooper's Crossings Amenities by Members;

(f) As to committees of Members in connection with the management of the Company, and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees; and

(g) As to the maintenance, upkeep and appearance of all fences.

TEMPORARY REMOVAL OF OFFICERS' AND DIRECTORS AUTHORITY AND RESPONSIBILITIES

54. The Cooper's Crossing Amenities will be negotiated, designed, engineered and planned by the Joint Venture and/or by the Company. The Joint Venture has also agreed, in accordance with the provisions of Cooper's Crossing management Agreement, to be responsible for the overall management of the Company and the operation of the Cooper's Crossing Amenities for a limited period of time and to, within a certain specified period of time, transfer the overall management of the Company and the operation and management of such Cooper's Crossing Amenities to the Company providing that the Company does not hinder its efforts or increase the development, construction, management and operating costs for the Company or the Cooper's Crossing Amenities by becoming involved in, investigating or interfering in or trying to exercise any authority or control in the overall management of the Company or in the development, construction, management and operation of the Cooper's Crossing amenities. The Company has agreed to this condition and in order to relieve its officers and directors from any responsibility that they may otherwise have in the proper exercise of their responsibility to protect the interests of the Company and its Members and any alleged resulting breach of fiduciary obligations, until the operation and overall management of the Company and the Cooper's Crossing Amenities have been formally transferred to the Company by the Joint Venture, the powers of the officers and directors of the Company to manage the business and affairs of the Company are hereby temporarily restrained and are transferred to the Joint Venture and such officers and directors are hereby released from such duties and from any liability for failure to otherwise exercise such duty insofar as such duty relates in any way to the investigation of, determination of and enforcing of the proper and adequate quality of design, engineering, planning, development, construction, maintenance and operation of the Cooper's Crossing Amenities or overall management of the Company. Except as set out above, such officers and directors shall retain their normal and usual rights and duties and responsibilities and will on a limited basis as requested by the Joint Venture be involved in the operation of the Company and the Cooper's Crossing Amenities.

55. It is hereby disclosed to all Members that the Joint Venture is a Member of the Company and employees of the Joint Venture may also be directors and officers of the Company. All Members of the Company do hereby unanimously agree to the provisions of Article 54 above and do hereby unanimously and entirely release the Joint Venture, the Company and the directors and officers of the Company from the legal results of any conflict that they or the Joint Venture may otherwise be in as a result of the Joint Venture and the Company entering into an agreement for the initial overall management of the Company and for the development, the initial management of, and delivery of the Cooper's Crossing Amenities to the Company including from the legal consequences of the directors and officers of the Company being partially restrained from and being partially released from their normal and usual rights, duties and responsibilities as provided for in Article 53 above.

OFFICERS

56. The officers of the Company shall consist of a president, a secretary and a treasurer, or a secretary-treasurer and such other officers as the Directors may from time to time appoint. Any other person may fill more than one of the above offices. Such persons holding such offices, besides fulfilling any duties assigned to them by the Directors, shall have such powers as are usually incidental to such offices.

57. The president shall be elected by the Board from amongst their number. The secretary and the treasurer or secretary-treasurer of the Company shall be appointed by the Board. The Board may appoint an assistant secretary, who shall be empowered to act in the absence of or under the direction of the secretary in the performance of the duties of the secretary. The Directors may appoint a temporary substitute for any of the above officers, who shall for the purposes of these presents be deemed to be the officer for the position he occupies.

58. Any executive officer of the Company shall be entitled to attend any meeting of the Members.

SEAL

59. The Company shall have a corporate seal which shall be of such form and device as may be adopted by the Directors, and the Directors may make such provisions as they see fit with respect to the affixing of the said seal and the appointment of a Director or Directors or other persons, at attest by their signatures that such seal was duly affixed.

NO DIVIDENDS

60. As the Company is formed solely for the purposes of promoting recreation and social communication amongst its Members and it is the intention of the Company to apply the profits, if any, or any other income of the Company in promoting its objects and as the Company is not formed with gain for its object, no dividend whatsoever and not part of the income of the Company shall dividend among, payable to or be available for the personal benefit of any of the Members of the Company.

RESERVES AND FUNDS

61. The Directors may budget for and may set aside any of the profits of the Company to create a reserve or reserves to provide for the maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance reserve or for any other purposes whatsoever for which the profits or revenues of the Company may be lawfully used. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to place in such reserve.

62. The Directors may create a fund or funds out of the assets of the Company not greater in amount than the reserve or reserves as hereinbefore provided for and may apply the fund or

funds either by employing them in the business of the Company or investing them in such manner as they shall think fit, and the income arising from such fund or funds shall be treated as part of the profits of the Company for the year in which such income arose. Such funds may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting of contingencies, forming an insurance fund or for any other purpose for which the profits of the Company may lawfully be used.

63. The Directors may from time to time increase, reduce or abolish any reserve or reserves fund in whole or in part and may transfer the whole or any part to surplus.

64. The Directors shall implement a procedure to monitor and to determine the costs of operating the Company and the Coopers Crossing Amenities, and, without limitation, shall prepare for each fiscal year a detailed operating budget for the Company.

65. Not later than thirty (30) days prior to the commencement of each fiscal year of the Company, the Directors shall determine the net amount of these costs (after deduction of all anticipated other revenue, if any).

66. The Directors shall then determine the assessment rate of the annual rent charge for Homeowners Members, Rental Members and Commercial Members, in accordance with the following provisions:

(a) each Homeowner Member's annual assessment for each residential unit immediately adjacent to municipal reserve, municipal school reserve or public utility lots shall be the same;

(b) each Homeowner Member's annual assessment for all other residential units shall be the same;

(c) the annual assessment for each Rental Member shall be equal to the annual assessment for each Homeowner Member multiplied by the number of units in that Rental Member's rental project. Tenant Members will not be required to pay a separate assessment if the Rental Member in respect of their rental project has paid the full assessment due from that Rental Member;

(d) the assessment for each Commercial Member shall be equal to the assessment for each Homeowner Member's residential unit, for each one fifteenth (1/15th) of an acre of developable commercial land in that Commercial Member's commercial site.

67. If the Member's assessments as aforesaid which are actually received, together with the Company's other sources of revenue, if any, do not result in sufficient income to pay the costs of the Company, then the Directors shall increase its available cash in the following manner:

(a) if necessary, they shall borrow, on a short term basis, any funds required to meet the operating cash deficiency being experienced;

(b) they shall present a full report on the operating cash deficiency to the next annual meeting of the Company together with their recommendations for increasing the income of the Company including if so determined by the Directors increasing the annual rental charges to the Homeowner Members, the Rental Members, the Commercial Members and the Tenant Members;

(c) if they determine that addressing such deficiency should not await the next ensuing annual meeting, they shall call a special meeting of the Company to consider the matter;

(d) subject to (f) hereof, any increase in the principal amount of the Encumbrances (excluding any inflation adjustment as provided therein) must be approved by a majority of votes cast by Voting Members at a meeting of the Company and shall only be increased in the same ratio that then existing Encumbrances have one to another at the time of the meeting;

(e) all of the Members shall be bound by the decision of the Voting Members passed in accordance with these Articles and the Homeowners Members, Rental Members and Commercial Members agree to the amendment of their Encumbrance in accordance with the decision of such meeting;

(f) while the Joint Venture is a Member any change in the annual rental charge or in the principal amount of the Encumbrances (excluding any inflation adjustment as provided therein), shall require the prior written consent of the Joint Venture; and

(g) if any Encumbrance has been foreclosed off of the title to the lot of a Member or has otherwise been taken off such title or if pursuant to a meeting of the Members, it has been agreed to register a new Encumbrance or a caveat giving notice of the change, the Homeowner Member, Rental Member or Commercial Member agrees either to enter into any requested new Encumbrance to be registered against the title to his property or agrees to the filing of a caveat as referred to above and if he delays, fails or refuses to complete the new Encumbrance the Company is hereby irrevocably appointed as his attorney on his behalf and for the Company's use and benefit, to sign and deliver such new Encumbrance in his place and stead.

Notwithstanding the foregoing or anything else in these Articles, the Directors shall cause the Company to execute and deliver an absolute postponement (in a form registrable under the Land Titles Act (Alberta) of any Encumbrance in favour of a mortgage on a single family or multi-family residential lot in the Coopers Crossing Lands, upon the Company receiving a written request therefor from the mortgagee or mortgagor under such mortgage, or from their respective legal representatives; PROVIDED THAT this requirement to postpone shall only

apply if the mortgage has been granted or made pursuant to the National Housing Act (Canada) or any act passed or enacted in amendment thereof or substitution therefor.

ACCOUNTS

68. The Directors shall cause true accounts to be kept of the sums of money received and disbursed by the Company and the manner in respect of which said receipts and disbursements take place, of all sale and purchases by the Company and of the assets and liabilities of the Company and of all other transactions affecting the financing position of the Company.

69. The books of account and accounting records shall be kept at the registered office of the Company or, subject to the limitations of the Companies Act (Alberta) in this regard, at such other place or places as the Directors think fit, and shall be open to inspection of the Directors.

70. The Directors shall from time to time determine whether or to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company, or any of them shall be open to the inspection of any of the Members not being Directors, and none of the Members (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by the Company in general meeting.

71. The Directors shall lay before each annual meeting of the Voting Members financial statements and the report of the auditor to the Voting Members thereon. The financial statements shall:

(a) be approved by the Board of Directors and signed by two (2) of them;

(b) be for a period that ended not more than six (6) months before the annual meeting;

(c) be subject to the provisions of the Companies Act (Alberta) and contain a comparative statement (except in the case of the first statement) relating separately to the latest completed financial year preceding it; and

(d) be made up of:

1. a statement of profit and loss for each period;

2. a statement of surplus for each period;

3. subject to the provisions of the Companies Act (Alberta), a statement of source and application of funds for each period, and

4. a balance sheet as at the end of each period with each statement containing the information required by the Companies Act (Alberta) to be disclosed in such statements.

72. Subject to the provisions of the Companies Act (Alberta), a copy of the financial statements and a copy of the auditor's report shall be sent to each Voting Member, by prepaid post, ten (10) days or more before the date of the annual meeting.

NOTICES

73. Any notice may be served by the Company on any of the Members either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Member or by telegraphing it prepaid to such person at his address as the same appears in the books of the Company, or if no address is given therein, to the last address of such person known to the secretary. If no address is known to the secretary a notice posted upon in the registered office of the Company shall be deemed to be well served on such person upon it being so posted up, and any notice sent by post shall be deemed to have been served on the day of which the envelope or wrapper containing the same is posted. With respect to every notice sent by post, it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into one of Canada Post Corporation's letter boxes.

74. Any notice or document delivered or sent by post or left at the address of any of the Members as the same appears on the books of the Company or posted in the registered office of the Company as hereinbefore provided shall, notwithstanding such person be then deceased an whether or not the Company has notice of his decease, be deemed to have been duly served until some other person is entitled in his stead in the books of the Company as one of the Members, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons interested with any one of such Members.

75. The signature on any notice to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

76. Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it is otherwise provided, be counted in such number of days or other period.

77. A certificate of the secretary or other duly authorized officer of the Company in office at the time of the making of the certificate as to the facts in relation to the mailing or telegraphing or delivery or posting up of any notice to any Member, Director or officer or publication of any notice, shall be prima facie evidence thereof and shall be binding on every one of the Members, and a Director or officer of the Company, as the case may be.

78. It shall not be necessary for any notice to set out the nature of the business which is to come before a meeting of the Directors and it shall not be necessary for any notice to set out the business which is to come before a meeting of the Voting Members unless the same is special business.

79. A special general meeting and the annual general meeting may be convened by one or the same notice, and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

RECORD DATE

80. The Directors may fix a time in the future not exceeding thirty (30) days preceding the date of any meeting of Voting Members as a record date for the determination of the Voting Members entitled to notice of, and to vote at, any such meeting, and only the Voting Members of record in the Register of Members at the close of business on that date so fixed shall be entitled to such notice of, and to vote at, such meeting, notwithstanding any change of Voting Members on the Register of Members after any such record date fixed as aforesaid.

INDEMNITY

81. Except as otherwise hereinafter provided, every Director and officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all losses and expenses which any such Director or officer shall incur or become liable to by reason of any contract entered into or act or thing done by him as such Director or officer, or in any way in the discharge of his duties.

82. Any person made a party to any action, suit or proceedings by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Company, or of any corporation which is served by such Director or officer as such at the request of the Company, shall be indemnified by the Company against the reasonable expenses, including solicitor's fees, actually and necessarily incurred by him in connection with the defence of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such Director of officer is liable for gross negligence or similar misconduct in the performance of his duties. Such right of indemnification shall not be entitled. None of the provisions hereof shall be construed as a limitation upon the right of the Company to exercise its general power to enter into a contract or undertaking of indemnity with or for the benefit of any Director or officer in any proper case not provided for herein.

83. No Director or officer of the Company shall be liable for the acts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the

insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for the loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through this own dishonesty, or unless it is otherwise provided in a contract of service with such Director or officer.

DATED at the City of Airdrie, in the Province of Alberta this 31 day of August, 1999.

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