# ROCKLAND PARK

*Homeowners Association*

Brookfield Residential

# ROCKLAND PARK HOMEOWNERS ASSOCIATION BROCHURE

# October, 2020

## Description of Rockland Park Homeowners Association Lands

A new residential community known generally as Rockland Park is being developed within the municipal boundaries of the City of Calgary in Alberta. Rockland Park is located within the Haskayne Area Structure Plan, as approved by the City of Calgary (the "City"). The lands for the Rockland Park community comprise approximately 385 acres of land substantially shown on Exhibit 1 of Schedule A to this brochure (the "Rockland Park Lands"). It is anticipated that the Rockland Park Lands will be comprised of approximately 2,100 single family residential units and 1,000 multi-family residential units. These are only estimates for the Rockland Park Lands based on current plans.

The Rockland Parks Lands are being developed by a manager (the "Manager") for the owners of the Rockland Park Lands. Brookfield Residential (Alberta) LP, by its general partner Carma Ltd. ("Brookfield Residential") is the current Manager of the Rockland Park Lands; however, the Manager may change from time to time. All of the following references to Brookfield Residential in this brochure shall include any successor to Brookfield Residential as Manager.

The Manager may decide to expand the Rockland Park development to include other lands within the vicinity of the Rockland Park Lands, which are owned by Brookfield Residential, or owned by others. If that occurs, then such other lands as the Manager so determines shall be deemed to be included in the Rockland Park Lands.

In developing the Rockland Park Lands, Brookfield Residential has or will be including certain amenities in addition to the requirements of the City. Some of these amenities may be developed on public land to be transferred to the City, however such amenities may be operated by a private homeowners' association for the lasting benefit of all residents. Certain other amenities may be developed on land to be transferred to that homeowners' association, to be owned and operated by it for the benefit of the residents of the Rockland Park Lands. These amenities are considered by Brookfield Residential as necessary to complement the Rockland Park overall development concept and to clearly distinguish Rockland Park from other communities.

It is anticipated that Brookfield Residential will provide overall direction and management of the operations of the homeowners' association for so long as Brookfield Residential is actively developing the Rockland Park Lands. Also, during this period, Brookfield Residential will be the only Voting Member of the Association entitled to vote at Members' meetings. Notwithstanding the foregoing, Brookfield Residential, in its sole discretion, may allow other members of the Association to attend, and vote at, Members'

meetings, however, those votes by the members, other than Brookfield Residential, will have no legal effect.

## Rockland Park Homeowners Association

Brookfield Residential has incorporated the Rockland Park Homeowners Association (the "Association") as the homeowners' association to be responsible for the maintenance of certain amenities, and possibly, in some cases, the ownership of those amenities, located in the Rockland Park Lands.

The Association will also provide certain financial and administrative services including the collection of fees from the residents of the Rockland Park Lands. These fees are necessary to fund the operations of the Association and the maintenance and operation of the amenities. The operations of the Association may be expanded to include other functions which are of common benefit to members.

The owners of single family residential lots, multi-family residential lots (including condominium units) and multi-family rental projects within the Rockland Park Lands, are all automatically members of, and are required to remain members of, the Association and will be responsible for the timely payment of membership fees to the Association as hereinafter set forth. A copy of the Memorandum of Association and Articles of Association of the Association are attached to this brochure as Schedules B and C respectively.

The schedules which form a part of this Brochure are the following:

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| **Schedule A** | Rockland Park Management Agreement |
| **Schedule B** | Rockland Park Homeowners Association Memorandum of Association |
| **Schedule C** | Rockland Park Homeowners Association Articles of Association |
| **Schedule D** | Encumbrance |
| **Schedule E** | Rules and Regulations |
| **Schedule F** | Private Amenity Restrictive Covenant |

## Description of Rockland Park Amenities

Brookfield Residential is in the course of constructing and developing, and will be constructing and developing, certain amenities (the "Rockland Park Amenities") within the Rockland Park Lands, which may or may not consist of, and may or may not be limited to, amenities such as an entry feature, perimeter fencing and such other amenities

situate on public and private lands as Brookfield Residential may determine in the course of developing the Rockland Park Lands.

Brookfield Residential may recover the cost of constructing and developing the Rockland Park Amenities from the Association. Brookfield Residential may, at its sole discretion in its future planning and development of the Rockland Park Lands, provide at Brookfield Residential's and/or the Association's separate cost (as determined by Brookfield), additional amenities as part of the Rockland Park Amenities. The location, character, nature of improvements on, and final acreage and boundaries of, the Rockland Park Amenities are subject to the approval of the City and other regulatory authorities, and also subject to negotiations between Brookfield Residential and the City and, possibly, other developers of lands within the Rockland Park Lands.

It is anticipated that the residents and other owners of land within the Rockland Park Lands may wish to create further amenities or improvements for the benefit of the Rockland Park Lands and its residents (in addition to the Rockland Park Amenities), but unless it agrees otherwise, Brookfield Residential shall have no responsibility for the development or operation of any such further amenities or improvements.

The Association will assume responsibility for the Rockland Park Amenities and, if the Association so wishes, for the enhanced maintenance of certain publicly owned lands within the Rockland Park Lands including, but not limited to, public parks, public utility lots and boulevards. This may include arrangements with the City or others relating to such maintenance. The management, and where applicable the ownership, of the Rockland Park Amenities will be transferred to the Association in accordance with the terms of the Rockland Park Management Agreement attached as Schedule A hereto. The use and enjoyment of the Rockland Park Amenities will also be subject to the rules and regulations contained in Schedule E hereto, as such rules and regulations may be modified from time to time by the Association.

Brookfield Residential will use its best efforts to carry out the above commitments; however, its ability to do so and the timing of their completion are subject to receiving all required governmental and City approvals, and any events beyond Brookfield Residential's reasonable control which may delay such completion.

The Association's minimum maintenance and indemnity obligations in respect of that part of the Rockland Park Amenities located on public lands to be transferred to the City may be the subject of agreements to be concluded between the City and Brookfield Residential, which will be assumed by the Association at Brookfield Residential's direction.

## Operation of the Rockland Park Homeowners Association by Brookfield Residential

On or before the later of six (6) months after the date on which Brookfield Residential has sold its last lands in the Rockland Park Lands, or the date upon which the Association has repaid any loans owing to Brookfield Residential, Brookfield Residential

intends to transfer to the Association the overall management of the Association and the operation of the Rockland Park Amenities. As long as Brookfield Residential is managing the Association, an operating budget so as to allow for its proper operation, as determined in the sole opinion of Brookfield Residential, shall be approved by Brookfield Residential and if such operating budget is not fully funded by the income received from the Encumbrances or any other sources of income available to the Association, Brookfield Residential agrees to loan sufficient funds to the Association in accordance with the terms of the Rockland Park Management Agreement, in order to meet such budgeted expenses. Any income received by the Association in excess of actual operating expenses shall forthwith be used by it to repay any outstanding Brookfield Residential loans.

Brookfield Residential will operate, maintain and manage the Rockland Park Amenities until it has fully transferred the overall management of the Association. As set forth in the Management Agreement attached hereto, Brookfield Residential may in its sole discretion transfer management and/or ownership of any part of the Rockland Park Amenities to the Association before it has fully transferred the overall management of the Association. As set forth in the Rockland Park Management Agreement attached hereto, Brookfield Residential shall be entitled to retain agents for the administration, operation and overall management of the Association and the Rockland Park Amenities. Except for reimbursement for its direct costs, out of pocket expenses and reasonable administration fees, Brookfield Residential will not be entitled to any other fees for such operation and management.

## Encumbrances

To pay for the operations of the Association, including the operation and maintenance of the Rockland Park Amenities, Brookfield Residential will attempt to have the title of each residential lot, multi-family lot, rental project and condominium unit in the Rockland Park Lands be made subject to a rent charge Encumbrance in favour of the Association, securing payment to the Association of a fee. The Encumbrance will generally be in the form of Schedule D to this brochure. The amount of such Encumbrance for each such single family residential lot shall be SIX HUNDRED DOLLARS ($600.00) per year, subject to adjustment for inflation as provided in the Encumbrance. The amount of such Encumbrance for each condominium unit shall be FOUR HUNDRED FIFTY DOLLARS ($450.00) per year, subject to adjustment for inflation as provided in the Encumbrance. The amount of such Encumbrance for each rental project shall be FOUR HUNDRED FIFTY DOLLARS ($450.00) per year for each residential rental unit in that rental project, subject to adjustment for inflation as provided in the Encumbrance. The Association may in any year choose to charge an amount of fees other than that provided for in the Encumbrance. The undersigned agrees to require any purchaser or transferee of the undersigned's lands in the Rockland Park Lands to assume all the undersigned's obligations under this Brochure (including the Schedules hereto) and to execute in favour of the Association an Encumbrance in like form of Schedule D, as a condition to any such purchase or transfer. The payment of annual fees, and membership in the Association, are more fully explained in the Association's Articles of Association which are attached as Schedule C to this brochure.

## Acknowledgments by Purchaser

The undersigned acknowledges and is aware that, pursuant to the Rockland Park Management Agreement, Brookfield Residential has undertaken the full responsibility for the design, engineering, development and construction of and the initial management and operation of the Rockland Park Amenities, and the initial overall management and operation of the Association, and Brookfield Residential has the complete and unfettered right and authority from the Association to carry out such responsibilities in such manner as it sees fit. The undersigned acknowledges that the Association (as set out in Articles 54, 54.1 and 55 of its Articles of Association) has instructed its officers and directors to fully cooperate with Brookfield Residential and has relieved its officers and directors of any responsibility to investigate or to determine whether or not Brookfield Residential is properly carrying out its obligations as set out above.

The undersigned, as a future member of the Association, acknowledges and unanimously agrees with all other members or future members that, as set out in Articles 54, 54.1 and 55 of the Association's Articles of Association, it is intended and the undersigned agrees that the officers and directors of the Association should fully cooperate with Brookfield Residential and that all of their rights, duties and obligations that conflict with Brookfield Residential's rights as set out in the Rockland Park Management Agreement, or any other agreement with Brookfield Residential, are and have been suspended during the period of Brookfield Residential's initial operation of the Association, including the period of development, planning, construction and initial operation of the Rockland Park Amenities, except to the extent required in order for them to carry out such cooperation.

No member of the Association or any property owner shall have any personal or legal interest in the Rockland Park Amenities or in any part thereof or to the proceeds of the said encumbrances other than as a member of the Association. As well, a member's right to membership in the Association is not transferable. The membership is enforceable for so long as they remain an owner or tenant of such residential lot or condominium unit, or owner of such a rental project, which is located in the Rockland Park Lands.

This Brochure and the Schedules hereto constitute the entire agreement and understanding between Brookfield Residential and the undersigned regarding the Association and its Rockland Park Amenities, and no representations, warranties, covenants or promises have been made or are made by Brookfield Residential save those herein expressly contained.

By completing the information below, selecting "I have read and agree to these terms and conditions", and selecting "I AGREE" the undersigned:

1. agrees to these terms and conditions;

2. acknowledges and agrees that the undersigned is the purchaser of the land:

Lot /Unit _____, Block _____, Plan _____

Municipal Address: _____

(the "Undersigned's Land");

3. acknowledges and agrees that the Encumbrance is or will be registered against the Undersigned's Land;

4. agrees to pay SIX HUNDRED DOLLARS ($600.00) per each year hereafter, subject to adjustment, as required by the Encumbrance or such other fee as may be charged by the Association in accordance with the provisions of the Association's Articles of Association; and

5. hereby to irrevocably appoints the Association as the undersigned's attorney on the undersigned's behalf and for the Association's use and benefit, to execute and deliver a new rent charge Encumbrance generally in the form of Schedule D, if a previous encumbrance has been foreclosed off or otherwise removed from the title to the above-mentioned lot or unit.

**SCHEDULE "A"**

**ROCKLAND PARK MANAGEMENT AGREEMENT**

THIS AGREEMENT MADE THE 5th DAY OF OCTOBER, 2020.

**BETWEEN:**

**BROOKFIELD RESIDENTIAL (ALBERTA) LP**, by its general partner CARMA LTD., a limited partnership pursuant to the laws of the Province of Alberta (hereinafter called "Brookfield")

OF THE FIRST PART

- and -

**ROCKLAND PARK HOMEOWNERS ASSOCIATION**, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Association")

OF THE SECOND PART

**WHEREAS:**

A. Brookfield is the manager for the beneficial owner (the "Project Owner") of those lands situated in the City of Calgary, Alberta as shown outlined in Exhibit 1 hereto and being generally called Rockland Park (all such lands as shown on Exhibit 1 hereto, and such other lands in the vicinity of the lands in Exhibit 1 hereto as Brookfield may in its sole and unfettered discretion determine, are hereafter collectively referred to as the "Rockland Park Lands");

B. Brookfield proposes to create residential lots and residential sites on the Rockland Park Lands and to benefit such residential lots and residential sites by creating certain amenities to be determined solely by Brookfield (the "Rockland Park Amenities") on certain portions of the Rockland Park Lands to be owned by the City of Calgary, by the Association, or by others. The final acreage and boundaries of the Rockland Park Amenities are subject to the approval of the City of Calgary and other regulatory authorities;

C. Brookfield has determined to create and develop the Rockland Park Amenities with the intention that they be private (and in some cases public) non-profit facilities for the benefit of the residents of the Rockland Park Lands;

D. The complete development of the Rockland Park Lands is expected to take a number of years;

E. The Association wishes for Brookfield to fully complete the development of the Rockland Park Lands and the Rockland Park Amenities;

F. The Association acknowledges that it has had no part in the planning or the development of the Rockland Park Amenities or the Rockland Park Lands, that all the planning has been done by Brookfield and that the responsibility for developing the Rockland Park Amenities is Brookfield's;

G. Brookfield will attempt to have each of its initial purchasers within the Rockland Park Lands sign a copy of the Rockland Park Brochure setting out the rights and responsibilities of the members of the Association. Attached to and forming part of the Rockland Park Brochure (as Schedule A thereto) is this Agreement and the following additional Schedules:

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| **Schedule B** | Rockland Park Homeowners Association Memorandum of Association |
| **Schedule C** | Rockland Park Homeowners Association Articles of Association |
| **Schedule D** | Encumbrance |
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| **Schedule F** | Private Amenity Restrictive Covenant |

which additional Schedules are incorporated in this Agreement and form a part hereof;

H. Brookfield has caused the Association to be incorporated pursuant to the Companies Act (Alberta) and the Association has been organized pursuant to its Memorandum of Association and Articles of Association for the purposes of the Association ultimately owning (where applicable) and managing the Rockland Park Amenities, and for such other purposes which are for the common benefit of the Association's members;

I. The parties acknowledge and agree that it is their common intention that the Association will initially be managed by Brookfield (or its agents as herein set forth) and that the Rockland Park Amenities will initially be wholly engineered, developed, operated and managed by Brookfield (or its agents as herein set forth), and that it is the intention of both parties that the Association will have no responsibility for any portion of the Rockland Park Amenities, nor have any authority regarding such management of the Association or such engineering, development, operation and management of any portion of the Rockland Park Amenities, until the date that the management of the Association and of the Rockland Park Amenities is formally transferred to the Association, all in accordance with the terms of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. Brookfield will construct the Rockland Park Amenities and will equip same with such signs, lighting, equipment and landscaping as are in Brookfield's opinion reasonably necessary for the operation of same, all at Brookfield's initial cost. Brookfield shall determine, in its sole discretion, if all or some of those costs shall be reimbursed to Brookfield by the Association, and when such reimbursement shall be required. To the extent that any such initial costs are to be reimbursed by the Association, Brookfield may (but shall not be required to) loan the necessary funds to the Association, or have the Association obtain loans from other lenders, on generally available commercial terms as Brookfield determines. Brookfield shall be entitled to cause the Association to enter into such loan agreements and security documents as Brookfield determines may be reasonably required to give effect to any such loans, including provisions for repayment before or after the Effective Date, as determined by Brookfield. For loans made by Brookfield to the Association for such purposes, such loans shall be repayable on demand, or as Brookfield otherwise determines, and shall bear interest from time to time at a rate of interest determined by Brookfield, but not exceeding Prime Rate plus three percent (3%). "Prime Rate" shall mean the prime rate of interest charged by The Toronto-Dominion Bank, being a variable per annum reference rate of interest (as announced by the said bank from time to time) for Canadian dollar loans made by the said bank in Canada.

2. Brookfield shall construct, develop and maintain on portions of the Rockland Park Lands, such improvements as Brookfield in its sole discretion shall determine and such improvements shall constitute the Rockland Park Amenities and, subject to the terms hereof, Brookfield shall manage and operate the Association and the Rockland Park Amenities until that date (the "Effective Date") which is the later of:

(a) six (6) months after the date upon which Brookfield has sold its last lands within the Rockland Park Lands; or

(b) the date upon which all monies owed to Brookfield by the Association have been fully repaid to Brookfield;

or such earlier date as Brookfield in its sole discretion may determine.

3. Brookfield may determine, in its sole discretion, prior to the Effective Date:

(a) to transfer management and/or ownership of any part of the Rockland Park Amenities to the Association. It is understood and agreed that Brookfield's rights in respect of the Rockland Park Amenities as herein contained shall continue unabated until the Effective Date, notwithstanding its prior transfer of management and/or ownership of part of the Rockland Park Amenities to the Association; and

(b) to transfer certain aspects of the overall management of the Association to the Association.

4. On such date(s) as Brookfield determines, but in any event by no later than the Effective Date, Brookfield shall, pursuant to assignment agreements acceptable to Brookfield, assign to the Association the interests of Brookfield and/or the Project Owner, as applicable, in all agreements entered into between Brookfield and/or such Project Owner and the City of Calgary relating to the Rockland Park Amenities and the maintenance thereof and responsibility therefor, and pursuant to which the Association will assume from Brookfield and/or such Project Owner all of its or their obligations and liabilities under such agreements and will indemnify Brookfield and such Project Owner in respect of same.

5. The registration and organization of the Association has been done at the sole expense of Brookfield.

6. Brookfield as the manager for the Project Owner as the initial owner of all the residential building lots, condominium sites and residential rental project sites in the Rockland Park Lands will, upon the initial sale by the Project Owner of each such residential building lot, condominium site and rental project site, attempt to cause the same to be encumbered by the Encumbrance substantially in the form of Schedule D to the Rockland Park Brochure to which this Agreement is also a schedule. Notwithstanding the forgoing, Brookfield and such initial owner shall not be liable for any damages or costs if the Encumbrance is not registered against any residential building lots, condominium sites or residential rental project sites.

7. Until the Effective Date, Brookfield will either prepare or approve the operating budget for the Association, so as to allow for the proper operation of the Association and maintenance and operation of the Rockland Park Amenities as determined in the sole opinion of Brookfield acting reasonably. Such budget shall be considered in determining the Association's annual membership fees.

8. If such operating budget is not fully funded by the Association's income derived from the Encumbrances or other sources, and provided that Brookfield has in writing approved the amount of the annual membership fees assessed for that fiscal year, then Brookfield agrees to loan, or cause the Project Owner to loan, sufficient funds to the Association in order to meet such budgeted expenses, such loans to be repayable on demand and to bear interest from time to time at a rate of interest determined by Brookfield, but not exceeding Prime Rate plus three percent (3%). Brookfield shall be entitled to cause the Association to enter into such loan agreements and security documents as Brookfield determines may be reasonably required to give effect to any such loans, including provisions for repayment before or after the Effective Date, as determined by Brookfield. Any income received by the Association (whether by collection of assessments through the Encumbrances or otherwise) in excess of actual operating expenses shall forthwith be used by it to repay any outstanding Brookfield loans and Project Owner loans in priority to any other obligations.

9. It is understood and agreed that either Brookfield or the Association may refuse membership, or may terminate the membership of those owners of residential building

lots and condominium units within the Rockland Park Lands whose title does not have registered against it the Encumbrance and may require the registration of any such Encumbrance which has been removed from the title to their lot or lands.

10. If by the Effective Date all the residential lots or other lands owned by Brookfield or the Project Owner and located in the Rockland Park Lands have not been sold by Brookfield or the Project Owner, Brookfield and the Project Owner will be entitled to sell such lots or lands subject to the right of membership in the Association and shall at that time attempt to obtain the execution and registration of the appropriate Encumbrance as may be determined by Brookfield.

11. On or prior to the Effective Date, and provided that all loans owed by the Association to Brookfield or the Project Owner have been repaid in full including all principal and interest (or other arrangements for repayment thereof, satisfactory to Brookfield in its sole discretion, have been made) Brookfield will deliver to the Association:

(a) good and sufficient transfers under the Land Titles Act (Alberta) of the ownership of the Rockland Park Amenities which on registration will cause title thereto (whether for a fee simple estate and/or a leasehold estate) to vest in the name of the Association subject to those interests or encumbrances endorsed on the titles to the Rockland Park Amenities on the date thereof, including without limitation any deferred reserve caveat or any other charge, right-of-way or encumbrance that is imposed upon the Rockland Park Amenities by the City, or any statutory or regulatory body;

(b) a bill of sale of all chattels owned by Brookfield or the Project Owner and specifically used to maintain or benefit the Rockland Park Amenities;

(c) a termination agreement which will terminate the Management Agreement. The Association agrees that such termination agreement will provide for the Association's release of Brookfield and the Project Owner from all of its known and unknown claims, obligations and liabilities under the Management Agreement and with respect to, or in connection with, the Rockland Park Amenities; and

(d) such other documents as Brookfield requires to effect the transfer of the Rockland Park Amenities to the Association;

with the consideration for such transfers and bill of sale being as determined by Brookfield, in accordance with the potential reimbursement of costs contemplated in paragraph 1 hereof.

12. It is understood and agreed that none of the building lots or sites contained in the Rockland Park Lands shall be subject to an annual rent charge until:

(a) title thereto has been transferred by Brookfield, the Project Owner or its nominee to a homebuilder and then transferred from the homebuilder to the homeowner of such lot or site; or

(b) title thereto has been transferred by Brookfield, the Project Owner or its nominee to the homeowner of such lot or site.

13. On or before the Effective Date, Brookfield will turn over to the Association all plans, specifications and operating manuals in Brookfield's possession relating to the management of the Association and the construction, maintenance, operation and management of the Rockland Park Amenities.

14. Either by the Effective Date or immediately thereafter, Brookfield will cause all of the officers and directors of the Association, which are Brookfield's nominees to tender their resignations.

15. Brookfield when and as requested will during a reasonable period after the Effective Date make available to the directors and officers of the Association any relevant information in its possession relating to the management of the Association and the operation of the Rockland Park Amenities, which information shall be provided without any requirement for Brookfield to determine the accuracy or relevance of such information, and Brookfield shall not be liable for the results of the inaccuracy or irrelevancy of such information nor for any damages suffered by the Association in using such information.

16. Until the Effective Date, Brookfield shall have full and absolute control of the overall management of the Association, and to construct, develop, manage and operate the Rockland Park Amenities and the Association, and its Members, officers and directors shall have no right or entitlement to do or share in any of these functions; provided always that each Member of the Association and their guests shall have access to and the right to use the Rockland Park Amenities in common with all other Members, subject to the observance of the rules and regulations made by Brookfield from time to time. Any addition to or amendments of the rules or regulations made prior to the Effective Date by Brookfield shall be binding upon the Association; PROVIDED ALWAYS that a Member's access to and right to use the Rockland Park Amenities may be suspended by Brookfield if the rent charge Encumbrance registered against the title to the Member's residence is in default, if it is removed or if the Member is in default with respect to the rules and regulations.

17. The following management provisions shall take effect until the Effective Date:

(a) the Association hereby employs Brookfield as the Association's exclusive agent to manage the Association and to operate and maintain the Rockland Park Amenities to and including the Effective Date without any right of the Association to cancel such management arrangement;

(b) Brookfield agrees to perform the management functions set out below in the name of and on behalf of the Association, subject to the terms of this Agreement, and the Association shall not give any direction to Brookfield, make any investigations or exercise any control of Brookfield's actions as manager and hereby grants to Brookfield such complete and absolute authority

and power as in Brookfield's sole opinion may be required by Brookfield to perform or effect performance of such management function;

(c) If Brookfield assists the Association in the collection and receipt of assessments, levies, contributions and any other charges due to the Association from the members of the Association, Brookfield shall not be responsible for collection of delinquent assessments or other charges;

(d) Subject to the provisions of and any restrictions contained in this Agreement, Brookfield shall (until the Effective Date only) cause the Rockland Park Amenities to be constructed, operated, managed and maintained according to reasonable standards of construction, operation, management and maintenance consistent with the character, size and location of the Rockland Park Amenities;

(e) Brookfield shall negotiate and may execute on behalf of the Association contracts for such services as may be necessary or desirable. Brookfield shall also either rent or purchase, as it determines is best in its sole discretion on behalf of the Association, such equipment, tools, appliances, materials and supplies as in its sole opinion are necessary for the management of the Association and the operation and maintenance of the Rockland Park Amenities. All such purchases and contracts may be in the name of Brookfield or the Association and in any event shall be assumed by the Association as at the Effective Date;

(f) Brookfield shall ensure that appropriate corporate and other legal filings and records in respect of the Association and its operations, including financial statements and accounting records, are prepared and maintained;

(g) Brookfield and the Association shall cooperate in maintaining liability and property damage insurance relative to the Association in force as provided for in paragraph 18 hereof; PROVIDED that the Association will indemnify and hold harmless Brookfield from any loss, costs or damages arising out of any claim, suit or action made by any of its members or their guests whomsoever, relating to either claims greater than such insurance or to claims where there is inadequate insurance coverage;

(h) Brookfield shall, based on the information and documents made available to it, assist the Association in keeping an up-to-date record of the names and addresses of all members of the Association of which it has knowledge;

(i) subject to the provisions of this Agreement, the Association shall not pay any fee to Brookfield as compensation to it for the services to be rendered by Brookfield in accordance with this Agreement, but any charges for employees or professional managers employed by Brookfield to assist in its management function hereunder shall be paid for by the Association to Brookfield on

demand, and this may include persons whose firms or groups are also employed by Brookfield regarding the Rockland Park Lands; and

(j) Brookfield may engage or use any person, firm or company including any which is associated, affiliated or otherwise connected with it, to perform any work or services for Brookfield within the scope of Brookfield's duties pursuant to the terms and conditions of this Agreement, without being in breach of a fiduciary or contractual relationship with the Association.

18. Brookfield shall provide and maintain in full force and effect during the term of this Agreement with responsible insurance companies, the following insurance:

(a) Such general comprehensive liability insurance of such nature and in such amount as Brookfield shall deem advisable protecting Brookfield and the Association relating to the operation of the Association including the development, construction of and initial management and operation of the Rockland Park Amenities in respect of liability and/or damage because of bodily injury and injury to or destruction of property arising out of such activities. Such insurance shall contain a cross liability clause;

(b) The Association shall pay to Brookfield to reimburse it for its actual costs in obtaining and maintaining such insurance, and where such insurance is part of Brookfield's overall insurance, then the Association shall pay its fair share of such insurance costs as determined by Brookfield's insurance brokers.

19. At any time before the Effective Date and notwithstanding anything else contained in this Agreement, Brookfield shall be entitled to enter into management agreements in its name or in the name of and on behalf of the Association with any person, firm or company (including any which is associated, affiliated or otherwise connected with Brookfield or the Association) for the administration, operation and management of the Association and the Rockland Park Amenities.

20. This Agreement shall be non-assignable by the Association without the prior written consent of Brookfield, which consent may, in Brookfield's sole and unfettered discretion, be withheld. This Agreement shall be assignable by Brookfield without the prior consent of the Association.

21. If the Association breaches its obligations as set out herein to not interfere with Brookfield's designing, engineering, planning, developing, constructing and initially managing and operating the Rockland Park Amenities and initially managing the Association, it shall pay to Brookfield all of Brookfield's costs resulting therefrom and damages suffered thereby including but not limited to the costs to Brookfield of all additional time spent by its employees, all additional costs of professional advisors, additional design, engineering, planning, development, construction, management and operational costs and the damages suffered by Brookfield resulting from such breach including any delays in completing construction of the Rockland Park Amenities and in the sale of its undeveloped building lots as contained in the Rockland Park Lands. The Association confirms its understanding that

damages at law may be an inadequate remedy for a breach or threatened breach by it of this Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by an action claiming specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of Brookfield as against the Association for breach or threatened breach of any provisions hereof, it being the intention of this paragraph to make clear the agreement of the parties that the respective rights and obligations of Brookfield hereunder shall be enforceable in equity as well as at law or otherwise.

22. As the Association has no responsibility or authority with reference to the overall management of the Association and the development and operation of the Rockland Park Amenities until the Effective Date, until the Effective Date the Association has directed its officers and directors to not investigate or otherwise determine whether or not Brookfield is complying with the terms of this Agreement, and the Association has waived any responsibility of its officers or directors to determine whether or not Brookfield is carrying out its obligations pursuant to this Agreement.

23. It is specifically understood that Brookfield is an independent contractor and that all its actions to be performed hereunder shall be carried on by Brookfield under its own direction and superintendents, at its own risk and according to its own methods or procedures.

24. Up to and until the Effective Date, the Association shall take all required steps to maintain its existence and shall execute all documents required by Brookfield for the organization and management of the Association and for the development, construction, maintenance and operation of the Rockland Park Amenities and without any legal responsibilities for its actions in so doing.

25. This Agreement and the Exhibits hereto constitute the entire agreement between the parties and no representations, warranties or promises have been made by Brookfield to the Association save those herein contained.

26. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.

27. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

28. Amendments to this Agreement must be in writing and signed by each party hereto.

29. This Agreement and all amendments, modifications, alterations or exhibits hereto shall be governed by the laws of the Province of Alberta as to the nature, validity and interpretation thereof.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed by their respective proper officers authorized in that behalf on the day and year first above written.

**BROOKFIELD RESIDENTIAL (ALBERTA) LP**, by its general partner CARMA LTD.

Per:_____

Per:_____

**ROCKLAND PARK HOMEOWNERS ASSOCIATION**

Per:_____

Per:_____

# EXHIBIT 1

# ROCKLAND PARK LANDS

## SCHEDULE "B"

## MEMORANDUM OF ASSOCIATION OF ROCKLAND PARK HOMEOWNERS ASSOCIATION

1. The name of the Company is "Rockland Park Homeowners Association".

2. The Company is incorporated under Part IX of the *Companies Act* of the Province of Alberta, R.S.A. 2000, c. C-21 as a non-profit corporation.

3. The objects for which the Company is established are:

(a) to acquire and take over:

(i) from Brookfield Residential (Alberta) LP, by its general partner Carma Ltd. or its successors (the "Developer") the management of certain public community lands, including the management of upgraded landscaping, lighting, and other improvements located on certain public parks, public utility lots, boulevards and other lands to be owned by the City of Calgary (the "City");

(ii) from 1714974 Alberta Ltd. or its successors, at the Developer's direction, the title to certain private amenity lands, including one or more recreation facilities, community entranceway features, and such other amenities situate on public and private lands located thereon;

(iii) from the Developer or others, the title to all or any of the equipment, chattels and assets used in connection with the lands and improvements described in (i) and (ii) above; and

(iv) from the Developer, the management of the private amenity lands described in (ii) above;

(such public and private lands, improvements, equipment, chattels and assets are hereafter collectively referred to as the "Rockland Park Amenities"), which may be situate on portions of the Rockland Park Lands. "Rockland Park Lands" means those certain subdivision lands within the Rockland Park community (or other lands in the vicinity thereof as the Developer may in its sole and unfettered discretion determine) and which are:

(v) initially managed by the Developer (or by such others as are from time to time approved by the Developer in its sole and unfettered discretion); and

(vi) designated by the Developer as the Rockland Park Lands;

(b) to maintain and operate the Rockland Park Amenities;

(c) to enter into agreements with other parties for the collection of assessments against the Company's members and/or the collection of any other revenues to fund the Company's operations and otherwise for the administration of the Company's financial and other affairs;

(d) to enter into agreements with the Developer or other persons for the administration of the Company's affairs;

(e) to acquire from the Developer, and possibly other developers within the Rockland Park Lands, their rights (if any) under each and every rent charge encumbrance and, possibly, restrictive covenant registered on lands in the Rockland Park Lands with any and all benefits and advantages to be derived therefrom and to enforce the same;

(f) to allow the Company, if it so desires, to enter into arrangements with the City or others for the enhanced maintenance of publicly owned lands within the Rockland Park Lands, including without limitation, the public parks, public utility lots and boulevards within the Rockland Park Lands;

(g) to organize events for the benefit of the Company's members and to enter into arrangements with other persons in connection therewith;

(h) to provide, conduct or administer any other service or undertaking for the benefit of the Company's members or the Rockland Park Lands (or any portion thereof);

(i) to enter into arrangements with and cooperate with the City, private homeowners association, or any community association, as the Company desires, to facilitate any of the above objects or activities, and without limitation, this may include agreements for sharing access to the Rockland Park Amenities and/or other amenities;

(j) to carry on any other activity or undertaking whatsoever which can, in the opinion of the Company's board of directors, be advantageously carried on by the Company in connection with or ancillary to the general business of the Company;

(k) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. Each member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, or

within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding $1.00.

6. The Company shall apply the profits, if any, or any other income of the Company solely in promoting the objects of the Company and no dividend whatsoever or other distribution of the property of the Company shall ever be paid to its members; PROVIDED ALWAYS that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any member or person in return for any service actually rendered to the Company.

7. No additions, deletions, alterations or amendments shall be made to or in the Memorandum or Articles of Association of the Company for the time being in force without the written consent of the Developer, until after the management of the Company and the management of the Rockland Park Amenities has been transferred by the Developer to the Company pursuant to the Rockland Park Management Agreement.

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

DATED at the City of Calgary, in the Province of Alberta, this 3rd day of July, 2020.

**NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS**

| **Subscribers** | **Occupation** | **Address** |
|---|---|---|
| "Geoff Bobiy"<br>Geoff Bobiy | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Kim Lefebre"<br>Kim Lefebre | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Jason Palacsko"<br>Jason Palacsko | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Joe Novello"<br>Witness to the above signatures<br>Print Name: Joe Novello | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |

**SCHEDULE "C"**

**ARTICLES OF ASSOCIATION**
**OF ROCKLAND PARK HOMEOWNERS ASSOCIATION**

1. The Articles of Association contained in Table "A" in the Schedule to the *Companies Act* (Alberta) do 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) **"Brookfield"** means Brookfield Residential (Alberta) LP, by its general partner Carma Ltd., its successors and assigns, as manager for the beneficial owners of the Rockland Park Lands;

(b) **"City"** means The City of Calgary;

(c) **"*Companies Act* (Alberta)"** means the *Companies Act* R.S.A. 2000, c. C-21, as amended or any substitution therefor from time to time;

(d) **"Company"** means Rockland Park Homeowners Association;

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

(f) **"Effective Date"** has the meaning ascribed to that term in the Rockland Park Management Agreement;

(g) **"Electronic Transactions Act (Alberta)"** means the *Electronic Transactions Act*, R.S.A. 2000, c. E-5.5, as amended or any substitution therefore from time to time;

(h) **"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 of persons in the Rockland Park 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);

(i) **"Family Members"** means the following:

(i) the spouse (whether legally married to or not) or any other relatives of a Homeowner Member or Tenant Member where the spouse or other relatives are actually residing in the residential property of the Homeowner Member or Tenant Member;

(ii) the unmarried children of a Homeowner Member, Tenant Member or of a spouse of a Homeowner Member or Tenant Member in which spouse and children are actually residing in the residential property of the Homeowner Member or Tenant Member;

(iii) a legal guardian under the *Family Law Act* (Alberta) to unmarried children who are Family Members when the legal guardian is not a Homeowner Member or a Tenant Member;

(iv) for the purposes of assisting a Homeowner Member, Tenant Member or Family Member with their use of and access to the Rockland Park Lands and the Rockland Park Amenities, a health care aide, social worker, nurse, nursing attendant, home support aide, home support worker, residential support worker or other medically appointed caregiver who provides direct care, personal assistance and support to a Homeowner Member, Tenant Member or Family Member;

(v) a caregiver or nanny to a family member who is actually residing in the residential property of the Homeowner Member or Tenant Member;

(vi) a family member of a Homeowner Member, Tenant Member where the family member is actually residing in the residential property of the Homeowner Member or Tenant Member;

(j) **"Homeowner Member"** means the registered owner (including Brookfield or 1714974 Alberta Ltd. (or its successor) as applicable) or one of the registered owners (as designated by those registered owners) of a single family property, a condominium unit, or multi-family rental property for 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 Rockland Park Lands, who is a qualified Member of the Company;

(k) **"Manager"** means Brookfield as the manager appointed under the Rockland Park Management Agreement, and its successors and assigns as permitted thereunder;

(l) **"Member"** means a person for the time being entered in the Register of Members of the Company and Members means collectively all of them from time to time, inclusive of Homeowner Members, Rental Members, Family Members, and Tenant Members;

(m) "**Member in Good Standing**" means a Member who has complied with all requirements of membership, and who, as of the record date for the relevant

meeting, is not in default of paying any sums due and payable to the Company, within forty-five (45) days of the original demand for payment of any such sum;

(n) **"month"** means calendar month;

(o) **"office"** means the registered office of the Company for the time being;

(p) **"Rental Member"** means the registered owner or one of the registered owners of a multi-family residential rental project located in the Rockland Park Lands, who is a qualified Member of the Company;

(q) **"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;

(r) **"Rockland Park Amenities"** means certain public community lands and/or private amenity lands as designated by Brookfield, in each case including the improvements thereon, all of which will be situate within the Rockland Park Lands, all or any of the equipment, chattels and assets used in connection therewith. For greater certainty, the Rockland Park Amenities may include one or more recreation facilities, community entranceway features, neighbourhood parks and gardens and such other amenities situate on public and private lands as Brookfield may determine in the course of developing the Rockland Park Lands;

(s) **"Rockland Park Lands"** means the residential subdivision lands managed by Brookfield in the City of Calgary and designated by Brookfield as the Rockland Park Lands, within the area shown in Exhibit 1 to the Rockland Park Management Agreement, situated within lands contained in the Haskayne Area Structure Plan, and, if Brookfield in its sole and unfettered discretion so decides, such other lands in the vicinity thereof (as may be owned by Brookfield or by other developers as approved from time to time by Brookfield in its sole and unfettered discretion);

(t) **"Rockland Park Management Agreement"** means that agreement to be entered into between the Company and Brookfield, the form of which agreement is Schedule A to the Rockland Park brochure;

(u) **"Rules"** means the rules and regulations relating to the use of the Rockland Park Amenities, initially in the form of Schedule E to the Rockland Park brochure, as such rules and regulations may be amended from time to time in accordance with the terms of these Articles;

(v) **"Tenant Member"** means a tenant actually renting and residing in:

(i) a rental unit in a multi-family rental project located in the Rockland Park Lands that is owned by a Rental Member in accordance with these Articles; or

(ii) a legally authorized secondary suite, back yard suite or basement suite in a single family property located in the Rockland Park Lands that is owned by a Homeowner Member in accordance with these Articles, and where that Homeowner Member has advised the Company that such tenant wants to be a Tenant Member;

(w) **"Voting Members"** means the Members who are entitled to vote at meetings of the Company and shall be restricted to only Homeowner Members and Rental Members or their respective designates as provided herein, and the subscribers hereto while such subscribers remain Members hereunder; and

(x) **"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 fax and records (including signatures) in electronic form that fulfill the requirements of the Electronic Transactions Act (Alberta).

Words importing the singular number include the plural number and vice versa; words importing the masculine, feminine, or neuter gender shall include any other gender, and words importing persons shall include natural persons, 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 Alberta 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 in the Rockland Park Lands, (including a condominium unit or other residential unit in respect of which a separate certificate of title has been issued), or being a tenant living in a rental property in the Rockland Park Lands, shall be entitled to become a Member in good standing as long as such person so owns such residential property, or rental property, or such tenant lives in such rental property, and shall forthwith cease to be a Member at any time such residential property or rental property in the Rockland Park Lands is not owned by such person or that such person ceases to be a tenant therein; PROVIDED HOWEVER that the persons owning residential property or rental properties or living therein as a tenant shall not be entitled to be a Member unless an appropriate Encumbrance is registered against the title to their property confirming their agreement to pay the annual rental charge. In the Board's discretion, the principal amount of the Encumbrance and the annual rental charge for Members may be greater or less than the principal amount of the Encumbrance. PROVIDED ALWAYS with reference to all residential or rental properties located in the Rockland Park 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 shall be the Voting Member. In the absence of a certificate of title, the first person named as purchaser in an agreement for sale, shall be the Voting Member;

(b) Where a Member owns more than one residential property in the Rockland Park Lands, including condominium units, that Member shall be entitled to one (1) vote for each such property owned by that 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:

(i) 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; and

(ii) a single family property that has tenants as contemplated by article 2(v)(ii) is involved, the registered owner shall be the Voting Member and notwithstanding how many Tenant Members are residing in the property, it shall have only one (1) vote;

(e) Where the owner of:

(i) a 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 ceases to be a Member or he ceases to be a tenant in the rental project in question; and

(ii) a single family property that has tenants as contemplated by article 2(v)(ii) has become and maintains membership in the Company as a Homeowner Member, those tenants 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 Homeowner Members. The right to membership of a Tenant Member shall automatically cease either at the same time that his Homeowner Member ceases to be a Member or he ceases to be a tenant in the single family property in question;

(f) Where a commercial development is involved, neither the owner nor any tenant therein shall be a Member;

(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 there be one Voting Member from each residential property in respect of which a separate certificate of title has been issued (including a condominium unit) in the Rockland Park Lands;

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

(i) Brookfield or 1714974 Alberta Ltd. (or its successor), as registered owner from time to time of any residential lot or unit in the Rockland Park Lands (regardless of whether such lots or units are occupied) before and after the Effective Date, shall be a Homeowner Member for each such residential lot or unit; and

(j) Notwithstanding anything else in these Articles:

(i) From and after the Effective Date (but not prior to the Effective Date), Homeowner Members and Rental Members shall have the right to vote at any meetings of Voting Members; and

(ii) Prior to the Effective Date (but not thereafter), the Manager shall be the sole Voting Member entitled to vote at any meetings of Voting Members, and shall therefore itself constitute a quorum for Members' meetings.

**REGISTER OF HOMEOWNER 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 Homeowner 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 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 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 of a rental property located in the Rockland Park

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 addresses 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.

**CONSENT OF MEMBERS - REGISTER**

(d) Every Member consents to the collection, use and disclosure of their name and address being placed on the applicable register for their class of Membership provided for herein for the purposes of notifying such Members of meetings, matters pertaining to maintenance and operation of the Rockland Park Amenities, with respect to the collection of fees as provided for herein and anything else related to the operation and management of the Company and the Rockland Park Amenities.

**SPECIAL PROVISIONS RELATING TO ROCKLAND PARK AMENITIES**

6. (a) Members shall have access to and be entitled to the use of the Company's Rockland Park Amenities in common with all Members subject to suspension of such rights:

(i) for breach of any Rule for the conduct of Members; and

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

(b) Members shall at all times comply with the Rules and act responsibly with respect to the Rockland Park Amenities, it being recognized that the maintenance and appearance of the Rockland Park Amenities is for the benefit of the Company and all its Members.

(c) The Company's board of directors, in accordance with the provisions of these articles, may from time to time amend the Rules. The directors shall cause the Company to forthwith notify all Members of any such amendments.

## MEMBERS' MEETINGS

7. The first annual general meeting of the Members of the Company shall be held at such time, within sixteen (16) months from the date on 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 Calgary 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) 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 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 of 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 Directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these Articles ought to be transacted at a general meeting. Special business or a special resolution may be passed at 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, the lesser of ten (10) Voting Members or ten percent (10%) of the Voting Members, either personally present or represented by proxy shall be 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 if 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 for thirty (30) minutes, 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 or 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 or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at 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 or 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 a 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 or 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 unless such Voting Member is a Member in Good Standing.

## BORROWING POWERS

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

(a) from Brookfield or others without limitation for the purposes of the initial construction of and the operating of the Rockland Park Amenities including any refinancing of any loans for such purposes;

(b) from any person for the purposes of the Company's business in amounts in the aggregate not exceeding ONE HUNDRED THOUSAND DOLLARS ($100,000.00) plus the Adjustment Amount, at any one time. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2019, that sum of money equal to the product obtained by multiplying [the sum of ONE

HUNDRED THOUSAND DOLLARS ($100,000.00) plus the cumulative total of all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2020;

(c) from any person up to TWO HUNDRED THOUSAND DOLLARS ($200,000.00) plus the Adjustment Amount, for capital repairs or replacements, at any one time; and

(d) from any person for any other purpose and for any other amount provided that such borrowing is authorized by a duly passed ordinary resolution of the Voting Members.

## DIRECTORS

27. The number of Directors shall be not less than three (3) or more than ten (10). Subject to the foregoing and to the provisions of articles 28, 30 and 35.1, 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. Directors, except for Brookfield's nominees, must be Members in Good Standing.

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

(a) six (6) months after the date on which Brookfield has transferred title to the last lands it owns in the Rockland Park Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Rockland Park Amenities have been fully repaid to Brookfield;

or such other date as Brookfield 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. The Board may at any time remove such appointee from the Board.

30. Notwithstanding anything else contained in these Articles, and in addition to any other Directors which Brookfield is entitled to appoint from time to time pursuant to these Articles, at each general meeting at which Directors are elected, Brookfield shall be entitled to

appoint, in total, three (3) nominees as Directors. Such Directors shall remain as Directors until that date which is the later of:

(a) the date on which Brookfield has transferred title to the last lands it owns in the Rockland Park Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Rockland Park Amenities have been fully repaid to Brookfield;

or such other date as Brookfield in its sole discretion may determine.

Notwithstanding the foregoing, Brookfield shall always be entitled to appoint one (1) nominee as a Director at each general meeting at which Directors are elected.

30.1 A Director, except for any nominee of Brookfield or any subscriber hereto, must be either:

(a) a Homeowner Member or a spouse of a Homeowner Member; or

(b) a Rental Member, or if the Rental Member is a corporation, then a director or officer of that corporation.

30.2 A Director, except for any nominee of Brookfield, must be a Member in good Standing or a spouse of a Member in Good Standing.

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 the Director is found a lunatic or becomes of unsound mind;

(b) If by notice in writing to the Company the Director resigns their office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;

(c) If the Director is removed by resolution of the Company, as hereinafter provided;

(d) If the Director ceases to qualify under Article 30.1; or

(e) If the Director is convicted of an indictable offence.

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

34.1 Every Director and Officer of the Company in exercising the Director's or Officer's powers and discharging the Directors or Officer's duties shall:

(a) act honestly and in good faith with a view to the best interests of the Company;

(b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(c) comply with all applicable law including the *Freedom of Information and Protection of Privacy Act* (Alberta).

Nothing in this article 34.1 shall limit the provisions of articles 54, 54.1 and 55.

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, subject to article 35.1. A retiring Director shall retain office until the dissolution of the meeting at which his 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.

35.1 At the first annual general meeting, one-half of the Directors elected (or as close to one-half as possible if there is an odd number), shall be elected for a term to expire at the next annual general meeting and the remaining Directors shall be elected for a term to expire at the second annual general meeting thereafter. Each nomination shall specify whether it is to expire at the next annual general meeting or the second annual general meeting thereafter. At every annual general meeting after the first annual general meeting, each Director shall be elected for a term to expire at the second annual general meeting after such meeting at which the Director is elected. Notwithstanding anything else in this article 35.1, this article 35.1 shall not apply to any Directors appointed or nominated under article 30.

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

37. The Company 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 the Director or

Directors in whose place he is or they are appointed would have held the same if he or they had not been removed.

38.1 A Director will be deemed to have resigned if he or she is absent, without permission of the Board from three (3) consecutive Board meetings or from four (4) or more Board meetings in any twelve (12) month period.

## 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 force, 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. Every Director consents to the collection, use and disclosure of their name, address and occupation to be placed on the applicable register or documentation required for the Registrar of Corporations for the purposes of corporate governance and matters pertaining to the management and operation of the Company and the Rockland Park Amenities.

## 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 Calgary, 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, or emailed 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, e-mailed, 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 any 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 may, in the discretion of the Board's chairperson, 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 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 one of them 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 to 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 are not superseded by any regulations made by the Directors under the preceding clause.

50. All acts done at any meeting of the Directors, or of a committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was 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, including electronic signatures fulfilling the requirements of the Electronic Transactions Act (Alberta), 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 the 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 meetings 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 Articles 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 meaning 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 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 (including any charges for late payment), subject to Article 67(f);

(c) As to visitors and guests;

(d) As to the manner in which use of the Rockland Park Amenities by Members may be suspended or terminated.

(e) As to the use of the Rockland Park Amenities by Members; and

(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.

## TEMPORARY REMOVAL OF OFFICERS' AND DIRECTORS' AUTHORITY AND RESPONSIBILITIES

54. The Rockland Park Amenities will be negotiated, designed, engineered and planned by Brookfield who has agreed to develop and construct such Rockland Park Amenities at its sole responsibility. Brookfield has also agreed, in accordance with the terms of the Rockland Park Management Agreement, to be responsible for the overall management of the Company and the management and operation of the Rockland Park 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 Rockland Park 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 Rockland Park 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 Rockland Park 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 both the operation and control of the Company and the Rockland Park Amenities have been formally transferred to the Company by Brookfield, 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 Brookfield 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 Rockland Park Amenities or overall management of the Company. Except as set out above, such officers and directors shall retain their normal and usual rights, duties and responsibilities and will on a limited basis as requested by Brookfield be involved in the operation of the Company and the Rockland Park Amenities.

54.1 Brookfield shall have the authority, as overall manager of the Company, to appoint officers who shall have such rights, duties and responsibilities as determined by Brookfield, until the date which is the later of:

(a) the date on which Brookfield has transferred title to the last lands it owns in the Rockland Park Lands; or

(b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Rockland Park Amenities have been fully repaid to Brookfield.

55. It is hereby disclosed to all Members that Brookfield is a Member of the Company and officers of Brookfield 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 Brookfield, the Company and the directors and officers of the Company from the legal results of any conflict that they or Brookfield may otherwise be in as a result of Brookfield 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 Rockland Park 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, subject to Article 54.1. Any one 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 Articles be deemed to be the officer for the position he occupies. This Article 57 is subject to the provisions of Article 54.1. Notwithstanding the foregoing, until the Effective Date, the president, secretary, and the treasurer, or the secretary-treasurer of the Company shall be Directors who are nominees of Brookfield.

58. Any executive officer of the Company shall be entitled to attend any meeting of 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, to 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 no part of the income of the Company shall be divided 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 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 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 or reduce any reserve or reserve fund in whole or in part and may transfer the whole or any part to surplus.

## OPERATING COSTS OF COMPANY

64. The Directors shall implement a procedure to monitor and to determine the costs of operating the Company and the Rockland Park 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 and of all anticipated other revenue, if any.

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

(a) each Homeowner Member's annual assessment for each single family residential unit (excluding a condominium unit) shall be the same, subject to (c) and (e) below;

(b) each Homeowner Member's annual assessment for each residential condominium unit shall be the same, subject to (c) and (e) below;

(c) the annual assessment for each residential condominium unit shall equal, per unit, seventy five percent (75%) of the annual assessment for each single family residential unit (excluding condominium unit);

(d) the annual assessment for each Rental Member shall be equal to the annual assessment for each residential condominium unit Homeowner Member, multiplied by the number of units in that Rental Member's rental project. Tenant Members in a rental project 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; and

(e) Homeowner Members in a single family property that has Tenant Members as contemplated by article 2(v)(ii), will be required to pay for each such suite as described in article 2(v)(ii), one separate additional assessment in respect of those Tenant Members residing in such suite, in addition to the assessment payable by that Homeowner pursuant to (a) above. Further, when requested by the Company, in respect of each such suite such a Homeowner agrees to enter into an additional Encumbrance in favour of the Company, in the amount required for all residential condominium unit Homeowner Members, to be registered against the title to his property. If such a Homeowner delays, fails, or refuses to complete the new Encumbrance(s) 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(s) in his place and stead. The Company agrees to discharge such additional Encumbrance(s) if the Company is satisfied that Homeowner's property is no longer configured for additional suites for possible tenants as contemplated by article 2(v)(ii).

67. If the Members' 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 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 Homeowner Members and Rental Members agree to the amendment of their Encumbrance in accordance with the decision of such meeting;

(f) while Brookfield is a Member, or until the Effective Date, whichever is later, 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 Brookfield; 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 or Rental 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 residential lot (including a condominium unit) in the Rockland Park 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 sales and purchases by the Company and of the assets and liabilities of the Company and of all other transactions affecting the financial 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 and 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:

(i) a statement of profit and loss for each period,

(ii) a statement of surplus for each period,

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

(iv) 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 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 or, if permitted by law, by electronic means, to the last known email address of such person to the secretary. If no address is known to the secretary a notice posted up 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 on 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 and whether or not the Company has notice of his decease, be deemed to have been duly served until some other person is entered 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, printed or produced by such electronic means as may fulfill the requirements of the Electronic Transactions Act (Alberta) or otherwise permitted by law, 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 and 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 or officer is liable for gross negligence or similar misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or officer may 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 tortious 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 his own dishonesty, or unless it is otherwise provided in a contract of service with such Director or officer.

DATED at the City of Calgary, this 3rd day of July, 2020.

## NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

| Subscribers | Occupation | Address |
|---|---|---|
| "Geoff Bobiy"<br>Geoff Bobiy | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Kim Lefebre"<br>Kim Lefebre | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Jason Palacsko"<br>Jason Palacsko | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |
| "Joe Novello"<br>Witness to the above signatures<br>Print Name: Joe Novello | Executive | 4906 Richard Road SW<br>Calgary, Alberta, T3E 6L1 |

**SCHEDULE "D"**

**ROCKLAND PARK ENCUMBRANCE**
**(Single Family)**

**NOTE: Any Owner of the Lands that are subject to this Encumbrance will be responsible for all unpaid fees accrued from time to time including any amounts accrued and unpaid prior to the Owner's ownership of the Lands.**

To secure an annual rent charge of SIX HUNDRED DOLLARS ($600.00) plus the Adjustment Amount (as hereinafter defined), pursuant to the Land Titles Act: 1714974 Alberta Ltd. as Encumbrancer (hereinafter called the "Owner") being registered as owner of an estate in fee simple in possession, subject however, to such encumbrances, liens and interests as are notified by memorandum endorsed hereon or expressed or implied in the existing certificate(s) of title of that land situate in the Province of Alberta, Canada, being composed of:

**[Legal Description of lot]**

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Lands"), and desiring to render the Lands available for the purpose of securing the rent charge hereinafter mentioned to and for the benefit of Rockland Park Homeowners Association (hereinafter called the "Association"), as Encumbrancee, do hereby encumber the Lands in favour of and for the benefit of the Association with the annual rent charge of SIX HUNDRED DOLLARS ($600.00) plus the Adjustment Amount (as hereinafter defined), for each twelve (12) consecutive months commencing the 1st day of January, 2020 to be paid to the Association in lawful money of Canada, at the Association's office at 4906 Richard Road SW, Calgary AB T3E 6L1 (or such other place in the said City as the Association may from time to time or at any time designate in writing) on or before the 1st day of January in each and every year thereafter. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2019, that sum of money equal to the product obtained by multiplying [the sum of SIX HUNDRED DOLLARS ($600.00) plus the cumulative total of all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2020.

And the Owner does 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 sale by the previous registered owner of the Lands to the Owner or the payment by the Association to the Owner of One ($1.00) Dollar and other good and valuable consideration (the receipt or sufficiency of which by the Owner being hereby acknowledged);

2. The Owner shall pay the said rent charge at the times and place hereinbefore set forth without deduction or defalcation; and that any amount in default shall bear interest at the rate of five (5%) percent per annum in excess of the reference rate of interest referred to as the "prime business (prime rate)" as announced and adjusted by The Bank of Canada from time to time, calculated yearly not in advance and payment of such rent charge and such interest is secured by these presents;

3. The Association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the *Land Titles Act* (Alberta);

4. Any discretion, option, decision or opinion hereunder on the part of the Association shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or an executive officer of the Association or any officer or agent appointed by the Association for such purpose;

5. Any notice to be given by the Association to the Owner may either be delivered personally, or, if permitted by law, by electronic means, to the last known email address of such Owner to Association and will be deemed to be instantly received by the Owner, or by sending the notice to the Owner's address, or by forwarding the notice by ordinary mail addressed to the Owner at the civic address of the Lands or to the last post office address of the Owner known to the Association, and shall be deemed to have been received by the Owner when delivered or three (3) business days following the letter being deposited, postage prepaid, in a post office;

6. If any provision of this Encumbrance shall be determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Encumbrance shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law;

7. All legal costs, as between a solicitor and their own client, and taxable court costs, incurred in respect to the enforcement of this Encumbrance are secured hereby, and shall constitute a charge on the Lands;

8. 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 and the Owner's executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint;

9. These presents shall enure to the benefit of the Association its successors and assigns and shall be binding upon the Owner and the Owner's assigns and successors in title, PROVIDED HOWEVER that on conveyance of its interest in the Lands, provided it is not in default of these presents as regards the Lands, the Owner without any further written

agreement, shall be freed and released of liability under its covenants and obligations contained herein;

10. The Owner shall require any purchaser or transferee of the Lands to execute in favour of the Association an encumbrance in the form of this Encumbrance, as a condition to any such purchase or transfer; and

11. The Owner shall not negative or modify the implied covenants and conditions contained in section 58(1) of the *Land Titles Act* (Alberta), it being agreed that this provision shall run with the Lands, binding the Lands and each and every part thereof, and each successor in title to the Lands from time to time.

**IN WITNESS WHEREOF** the Owner has subscribed, affixed the Owner's seal and delivered these presents as the Owner's deed, this _____ day of _____, 2020.

**1714974 ALBERTA LTD.**

Per: _____

Per: _____ c/s

**ROCKLAND PARK ENCUMBRANCE**
**(Multifamily)**

**NOTE: Any Owner of the Lands that are subject to this Encumbrance will be responsible for all unpaid fees accrued from time to time including any amounts accrued and unpaid prior to the Owner's ownership of the Lands.**

To secure an annual rent charge of FOUR HUNDRED FIFTY DOLLARS ($450.00) plus the Adjustment Amount (as hereinafter defined) per Unit (as hereinafter defined), pursuant to the Land Titles Act: 1714974 Alberta Ltd. as Encumbrancer (hereinafter called the "Owner") being registered as owner of an estate in fee simple in possession, subject however, to such encumbrances, liens and interests as are notified by memorandum endorsed hereon or expressed or implied in the existing certificate(s) of title of that land situate in the Province of Alberta, Canada, being composed of:

**[Legal Description of lot]**

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Lands") which Lands will be subdivided into condominium units and common property pursuant to the *Condominium Property Act* (Alberta) (each such condominium unit together with its corresponding share of the common property being hereinafter called a "Unit" and collectively called the "Units"), and desiring to render each of the Units available for the purpose of securing the rent charge hereinafter mentioned to and for the benefit of Rockland Park Homeowners Association (hereinafter called the "Association"), as Encumbrancee, does hereby encumber the Lands and each Unit in favour of and for the benefit of the Association with the annual rent charge of FOUR HUNDRED FIFTY DOLLARS ($450.00) plus the Adjustment Amount (as hereinafter defined), per Unit, for each twelve (12) consecutive months commencing the 1st day of January, 2020 to be paid to the Association in lawful money of Canada, at the Association's office at 4906 Richard Road SW, Calgary AB T3E 6L1 (or such other place in the said City as the Association may from time to time or at any time designate in writing) on or before the 1st day of January in each and every year thereafter. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2019, that sum of money equal to the product obtained by multiplying [the sum of FOUR HUNDRED FIFTY DOLLARS ($450.00) plus the cumulative total of all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2020.

And the Owner does 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 sale by the previous registered owner of the Lands to the Owner or the payment by the Association to the Owner of One ($1.00) Dollar and other good and valuable consideration (the receipt or sufficiency of which by the Owner being hereby acknowledged);

2. The Owner shall pay the said rent charge at the times and place hereinbefore set forth without deduction or defalcation; and that any amount in default shall bear interest at the rate of five (5%) percent per annum in excess of the reference rate of interest referred to as the "prime business (prime rate)" as announced and adjusted by The Bank of Canada from time to time, calculated yearly not in advance and payment of such rent charge and such interest is secured by these presents;

3. The Association shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under the *Land Titles Act* (Alberta);

4. Any discretion, option, decision or opinion hereunder on the part of the Association shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or an executive officer of the Association or any officer or agent appointed by the Association for such purpose;

5. Any notice to be given by the Association to the Owner may either be delivered personally, or, if permitted by law, by electronic means, to the last known email address of such Owner to Association and will be deemed to be instantly received by the Owner, or by sending the notice to the Owner's address, or by forwarding the notice by ordinary mail addressed to the Owner at the civic address of the said Unit or to the last post office address of the Owner known to the Association, and shall be deemed to have been received by the Owner when delivered or three (3) business days following the letter being deposited, postage prepaid, in a post office;

6. If any provision of this Encumbrance shall be determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Encumbrance shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law;

7. All legal costs, as between a solicitor and their own client, and taxable court costs, incurred in respect to the enforcement of this Encumbrance are secured hereby, and shall constitute a charge on the Lands and the Units;

8. 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 and the Owner's executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint;

9. These presents shall enure to the benefit of the Association its successors and assigns and shall be binding upon the Owner and the Owner's assigns and successors in title, PROVIDED HOWEVER that on conveyance of its interest in the entire Lands or in some Units, provided it is not in default of these presents as regards the Lands or Units, the Owner without any further written agreement, shall be freed and released of liability under its

covenants and obligations contained herein in respect of the conveyed Lands or Units, as the case may be;

10. The Owner shall require any purchaser or transferee of the Lands or of a Unit to execute in favour of the Association an encumbrance in the form of this Encumbrance, as a condition to any such purchase or transfer; and

11. The Owner shall not negative or modify the implied covenants and conditions contained in section 58(1) of the *Land Titles Act* (Alberta), it being agreed that this provision shall run with the Lands and each Unit, binding the Lands and each Unit, and each and every part thereof, and each successor in title to the Lands and each Unit from time to time.

**IN WITNESS WHEREOF** the Owner has subscribed, affixed the Owner's seal and delivered these presents as the Owner's deed, this _____ day of _____, 2020.

**1714974 ALBERTA LTD.**

Per: _____

Per: _____ c/s

**SCHEDULE "E"**

# ROCKLAND PARK HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

**(August, 2020)**

The Rockland Park Amenities are for the exclusive use of Members of the Rockland Park Homeowners Association (the "Association") and their guests, subject to any agreements for sharing access to the Rockland Park Amenities and/or other amenities entered into by the Association as provided for in the Memorandum of Association.

All such Members and their guests are permitted the use of the Rockland Park Amenities entirely at their own risk, and subject to the following rules and regulations:

**HOURS:**

The hours for use of certain parts of the Rockland Park Amenities will be posted by the Association from time to time and no Member or other person will be permitted on the Rockland Park Amenities except during the hours specified.

**GUESTS:**

Each Member—excluding Family Members—is permitted a maximum number of five (5) guests at any one time. All guests must at all times be accompanied by a Member.

A Family Member under the age of 16 years may not have more than two (2) guests at any one time.

Homeowner Members and Tenant Members are at all times responsible for the actions of their Family Members and their guests or their Family Members' guests, including their compliance with these Rules and Regulations.

**PROHIBITIONS:**

No person shall at any time have or take on the Rockland Park Amenities which are owned by the Association, whether or not those Amenities are on public or private lands:

- any glass bottles;
- any other glass product;
- any intoxicating liquor (except in specifically designated areas as determined by the Association), drug or similar substance, including but not limited to cannabis or any of its derivatives or variations;
- any animal (except in designated areas);
- any bicycle or other vehicle (except in designated areas);

- any open fire (except in specifically designated sites).

No person shall at any time discharge, deposit, throw, dump or place any trash, garbage, waste, or debris of any kind whatsoever (including, without limitation, any toxic or dangerous substance or material) in or on the Rockland Park Amenities.

Smoking of any kind is prohibited while on or using the Rockland Park Amenities.

**POSSIBLE SWIMMING POOL:**

If the Rockland Park Amenities include a swimming pool, then the swimming pool area including but not limited to the pool itself and the swimming pool deck (the "Swimming Pool") may not be monitored by a lifeguard. All members and their guests use the Swimming Pool at their own risk.

The Association may, from time to time, prescribe rules related to the use of the Swimming Pool, changing rooms for the Swimming Pool and the other Rockland Park Amenities, and other facilities of the Rockland Park Amenities related to the Swimming Pool.

**WINTERS SPORTS:**
The Association may, from time to time, prescribe rules related to the use of the Rockland Park Amenities for non-motorized winter sports.

**OUTDOOR ACTIVITIES:**

The Association may from time to time prescribe rules with respect to outdoor activities conducted on the Rockland Park Amenities including but not limited to, the hours of operation, requirement of supervision by an adult, requirements for safety equipment, and any other rules or regulations in association with the outdoor activities as determined by the Association.

**TRASH:**

All trash shall be deposited in the receptacles provided or shall be carried away by the Member from the Rockland Park Amenities.

**AMENDMENTS:**

The Association shall have the right, in accordance with the Association's articles of association, to make amendments to these Rules and Regulations (including such other and further reasonable Rules and Regulations) as in its judgment may from time to time be needful for the safety, care and cleanliness of the Rockland Park Amenities, and for preservation of good order therein. A copy of the current rules and regulations, with changes, shall be kept by the Association's secretary, who shall provide a copy thereof to any Member on request.

**ARTICLES:**

These Rules and Regulations shall at all times be subject to the provisions of the Association's articles of association, including article 6 thereof.

All capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to them in the Association's articles of association.

**ENFORCEMENT:**

The Association, or its authorized representatives, shall be responsible for receiving complaints, investigating those complaints and arranging for the issuance of citations for violations of the Rules and Regulations and take any such further action as may be provided for in the Articles and these Rules and Regulations as may be necessary or appropriate to enforce compliance with the Rules and Regulations including without limitation the imposition of fines.

The Association or its authorized representatives are authorized to take all reasonable steps required to carry out their duties to enforce these rules and regulations of the Association.

To enforce these Rules and Regulations, the Association staff and management reserve the right to inspect coolers, packages, and bags, or similar items brought to the Rockland Park Amenities.

Parents, guardians or responsible parties of minor children are responsible for their minor children and/or their minor children's guests who violate these Rules and Regulations.

In addition to any fine or penalty prescribed for herein, a Member who violates these Rules and Regulations shall be subject to any other remedy available to the Association at law or equity.

Any Member or guest who at any time uses foul language, is disrespectful to the Association staff, or any Member or guest, or otherwise fails to follow these Rules and Regulations may be asked to leave the Rockland Park Amenities. The consequences for an infraction will vary and, at the sole discretion of the Association, may include but not be limited to suspension of privileges for a time determined by the Association.

**Imposition of fine or penalty**

The Association has provided for specific fines and penalties for violations of these Rules and Regulations as provided for in the Schedule of Fines and Penalties as determined by the Association's Board from time to time. Additionally, the Association may establish fines for infractions of Rules and Regulations that are not covered under the Schedule of Fines and Penalties.

**Failure of Member to pay fine**

In the event the fine is not paid within the time required by the Schedule of Fines and Penalties, the Association has the right to proceed to take further legal action including without limitation suspending the Member's rights of access and use of the Rockland Park Amenities.

**GENERAL:**

If any provision of these Rules and Regulations is determined by a court to be unenforceable, then the remaining provisions shall nevertheless remain enforceable to the fullest extent permitted by law.

**LIMITATION OF LIABILITY:**

**The Association, its affiliates and their employees, officers and directors (collectively the "Released Persons") will not be liable for any personal injuries, or any damage, loss or theft of personal property howsoever caused that is sustained by any Member of the Association or their guests, in connection with the use of the Rockland Park Amenities. This clause applies whether the injury, loss, or damage to person or property is caused by any act of negligence or omission of the Association, or any employee, or any other person.**

**By using the Rockland Park Amenities, the Member and each guest voluntarily assumes all risks to themselves, or to personal property, arising from use of the Rockland Park Amenities, and waive any claims against the Released Persons (or any of them) which may arise as a result of any loss, damage, personal injury, death, or property damage suffered during the use of, in or about the Rockland Park Amenities. Each Member is further required to inform any member of his or her family or any guest of the conditions set out above, prior to their use of the Rockland Park Amenities.**

**In the event that any Released Person is liable for gross negligence, such liability is limited to the limits set out in the Association's policy of insurance at the time the claim arises.**

**This limitation of liability is obtained by the Association for the Association's benefit and as agent for the Released Persons.**

**SCHEDULE "F"**

**RESTRICTIVE COVENANT**

THIS AGREEMENT MADE AS OF THE __ DAY OF _____, 2020.

**BETWEEN:**

**1714974 ALBERTA LTD.**, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Grantor")

OF THE FIRST PART

- and -

**1714974 ALBERTA LTD.**, a body corporate incorporated pursuant to the laws of the Province of Alberta (hereinafter called the "Grantee")

OF THE SECOND PART

**WHEREAS:**

A. Brookfield Residential (Alberta) LP, by its general partner Carma Ltd. ("Brookfield Residential"), is managing the development and subdivision of certain lands in the northwest area of the City of Calgary known generally as "Rockland Park", for future residential development, and Brookfield Residential or any manager who replaces Brookfield Residential from time to time is benefiting those lands by constructing a recreational facility and related private amenities on a private amenity site, the lands on which such recreational facility and related private amenities are to be situate being legally described in Exhibit 1 hereto (the "Servient Lands");

B. The Grantor is the registered owner of the Servient Lands;

C. The Grantee is the registered owner of those lands and premises described in Exhibit 2 hereto (the "Dominant Lands");

D. The Grantor as owner of the Servient Lands has agreed to restrict its rights of use and development of the Servient Lands for the purpose of maintaining, preserving and enhancing the overall appearance, quality and value of the Dominant Lands, by maintaining certain restrictions for the Servient Lands, including restrictions relating to landscaping, construction and development on, and use of, the Servient Lands;

E. If the restrictions contained herein relating to the landscaping, construction and development on, and use of, the Servient Lands are breached, the Dominant Lands and their owners from time to time will suffer grievous and irreparable harm;

F. It is beneficial for the ownership of the Dominant Lands, as hereinbefore set forth, that the landscaping, construction and development on, and use of, the Servient Lands be restricted as herein set out;

G. The Grantor as owner of the Servient Lands desires for the above purposes to grant a restrictive covenant to the Grantee as owner of the Dominant Lands.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in pursuance of the premises herein set forth and in consideration of the sum of Ten Dollars ($10.00) paid by the Grantee as owner of the Dominant Lands to the Grantor as owner of the Servient Lands, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Grantor covenants and agrees with the Grantee as follows:

1. Neither the Servient Lands, nor any part thereof, shall be used for any purpose whatsoever other than as a recreational facility and related private amenity site for the recreational and social enjoyment of the members of the Rockland Park Residents Association (the "Association") and their guests (as permitted by the rules of the Association), and such ancillary uses as are reasonably necessary for the members of the Association.

2. Notwithstanding paragraph 1:

(a) a portion of the recreational facility building constructed on the Servient Lands (such portion not exceeding 50% of the interior square footage of that building) may be used for the purpose of uses other than those described in paragraph 1 (such as, for example, daycare, after school care, educational programming, or a café) but only if:

(i) such other uses are available to serve all or some of the Association's Members, irrespective of whether such other uses are also available to serve non-Members; and

(ii) such other uses are approved by the Association's Board of Directors, in the sole and unfettered discretion of such Board, at a duly constituted meeting of such Board; and

(b) the Association may itself, or may permit its members to, make a use of the Servient Lands in variation of the provisions of paragraph 1, but only if such use is first approved by a majority of 90% of the Association's Voting Members voting at a duly constituted meeting of the Association's members. The term "Voting Members" has the meaning ascribed to it in the Association's Articles of Association.

3. The Association shall provide within a reasonable time upon written request served upon it, to anyone having a bona fide interest in the Servient Lands, a letter indicating

whether or not any variations as described in paragraph 2 hereof have been authorized by the owner of the Dominant Lands.

4. Notwithstanding paragraphs 1 and 2, Brookfield Residential and 1714974 Alberta Ltd., and their respective successors, assigns, invitees, and affiliates (and their respective employees, agents and contractors) shall be entitled to use the Servient Lands at any time for any purposes it deems necessary or desirable in connection with the marketing of lands within the Rockland Park development lands.

5. The Grantor as owner of the Servient Lands covenants and agrees for itself and its successors and assigns in title to observe and be bound by the covenants herein contained and the said covenants shall be construed to be and shall be covenants running with the lands and shall be appurtenant to the Servient Lands and each and every part thereof, and shall be for the benefit of the Dominant Lands and each and every part thereof.

6. The Grantee with respect to any breach of any of the obligations hereby imposed on the owner or owners of the Servient Lands may enforce the provisions of this restrictive covenant and may, in addition to any other remedy that may be available at law, apply to a court of competent jurisdiction to restrain such breach by injunction, it being agreed that damages are not an adequate remedy in respect of any such breach.

7. If any provision of this restrictive covenant shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this restrictive covenant shall not be affected thereby and each provision shall be enforced to the fullest extent permitted by law.

8. Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties affected by this restrictive covenant from time to time.

9. This restrictive covenant may be registered as a restrictive covenant against the titles to the Servient Lands and the Dominant Lands in the Alberta Land Titles Office.

10. It is declared and agreed that the above mentioned restrictions shall operate as covenants running with the lands for the benefit of the Dominant Lands and each and every part thereof, being lands owned by the Grantee, and shall bind and encumber the Servient Lands and each and every part thereof, being lands owned by the Grantor, and shall be enforceable by the Grantee and every other person now or hereafter seized or possessed of any part of the Dominant Lands, and a breach of any of the said restrictions or the continuance of any such breach shall be restrained, enjoined, abated, or remedied by appropriate proceedings by the Grantee or any of the successors in title to the Dominant Lands of the Grantee from time to time. Any obligations of the Grantee hereunder shall be the obligations of the registered owner from time to time of the Dominant Lands, and shall not be personal obligations of the Grantee binding the Grantee after it is no longer the registered owner of the Dominant Lands. Any obligations of the Grantor hereunder shall be the obligations of the registered owner from time to time of the Servient Lands, and shall not

be personal obligations of the Grantor binding the Grantor after it is no longer the registered owner of the Servient Lands.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed by the hands of their duly authorized officers in that behalf, as of the day and year first above written.

**1714974 ALBERTA LTD.**

Per: _____

c/s

Per: _____

**1714974 ALBERTA LTD.**

Per: _____

c/s

Per: _____

**EXHIBIT 1**
Servient Lands

PLAN
BLOCK
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

**EXHIBIT 2**
Dominant Lands

PLAN
BLOCK
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS