



ALBERTA
REGISTRIES

APPLICATION FOR INCORPORATION

We, the undersigned, declare that we desire to form a society under the Societies Act, R.S.A. 2000, c. S-14, and that:


1. The name of the Association is: **THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION.**
2. The objects of the Association are:
 - (a) to provide and arrange for, by and through the Association, inter alia, the management, supervision and maintenance of fencing, landscaping, entry treatments and other improvements and amenities which may be constructed for the use, benefit and enjoyment of residents and as specifically designated from time to time by the Association in the area commonly known as the "Hamptons South East", in Edmonton, Alberta;
 - (b) generally to assist in carrying out all duties and functions on behalf of such residents as the members from time to time may decide including all duties and functions under any rental charge agreements registered against title to any real property lots designated from time to time by the Association;
 - (c) to manage or otherwise deal with the real or personal property, if any, of the Association;
 - (d) to collect fees, assessments and other charges levied against lot owners in the areas designated from time to time by the Association in performing its duties and functions;and

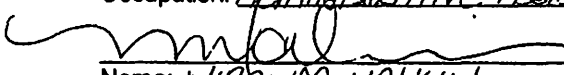


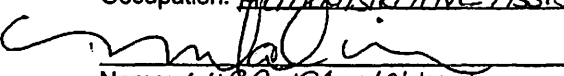
- (e) to do all other things that are incidental or conducive to the attainment of the above objects.

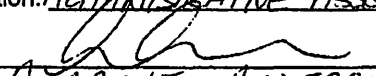
DATED this 25th day of October, 2011.

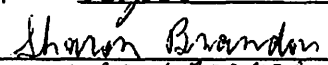
Witnesses:


Name: MIRANDA MALKIN
Address: 420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT



Name: MIRANDA MALKIN
Address: 420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT

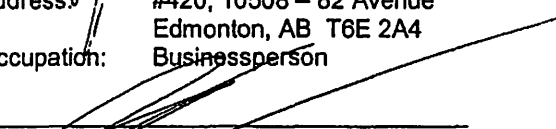

Name: MIRANDA MALKIN
Address: 420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT


Name: AUBRENE ANDERSON
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Legal Assistant

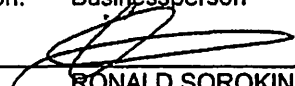

Name: SHARON BRANDON
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Legal Assistant

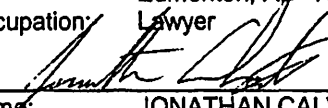
SUBSCRIBERS


Name: JAMES BROWN
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson

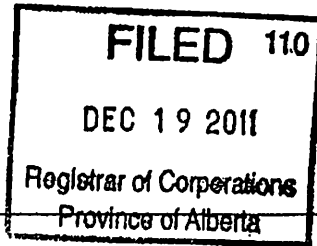

Name: IRVING KIPNES
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson


Name: JENNIFER BROWN
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson


Name: RONALD SOROKIN
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Lawyer


Name: JONATHAN CALVERT
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Lawyer

ALBERTA
REGISTRIES



SOCIETY BY-LAWS

NAME OF SOCIETY:

**THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS
ASSOCIATION**

BY-LAWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

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

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

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

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

1.2 Interpretation

- (a) In these By-laws the singular shall include the plural and the plural, the singular. The masculine shall include the feminine and the neuter, and "person" shall include individuals, trusts, firms, partnerships, corporations and societies. Wherever reference is made to any statute or section, such reference shall be deemed to extend and apply to any amendment to the statute or section as the case may be.
- (b) These By-laws shall be construed with reference to the provisions of the Societies Act, R.S.A. 2000, c. S-14, as amended from time to time (or any subsequent governing legislation), and terms used in these By-laws shall be taken as having the same respective meanings as they have when used in that Act. Notwithstanding anything else herein contained, these By-laws shall be read subject to the restrictions upon their scope and effect contained in the Act and other applicable statutes and rules of law and equity, and any provisions herein repugnant to such restrictions shall, wherever possible, be severed from these By-laws in order that the rest may stand.
- (c) These By-laws shall be interpreted in a broad and literal sense so as to give effect thereto wherever possible.

1.3 Headings

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

2. MEMBERS OF THE ASSOCIATION

2.1 Eligibility

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

2.2 Membership Fees

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

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

2.3 Notice and Voting Rights of Members

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

2.4 Members Register

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

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

2.5 Removal of Members

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

3. ASSOCIATION MEETINGS

3.1 The Annual General Meeting

- (a) An Annual General Meeting of the Association shall be held in the year of incorporation and each calendar year thereafter in the City of Edmonton, in the Province of Alberta, or such other place as the Board may determine from time to time, on a day to be fixed by the Board;
- (b) At least twenty-one (21) days (which includes weekends and statutory holidays) prior to an Annual General Meeting, the secretary of the Association shall mail or deliver to the last known address of each Member a notice setting forth the date, place and time of the Annual General Meeting;
- (c) At the Annual General Meeting the Members shall:
 - i) review the audited financial statement setting out the Association's income, disbursements, assets and liabilities for the previous fiscal year as reported on by the Association's Auditor or Treasurer;
 - ii) subject to subparagraph 4.1(b) hereof, elect Directors of the Association; and
 - iii) transact such other business as may be properly put before the Members;
- (d) Ten (10) Members, personally present, shall constitute a quorum for an Annual General Meeting save and except for the First Annual General Meeting for which there shall be no quorum requirement other than a majority of the initial subscribers to these By-laws, being not less than 3 of the initial subscribers to these By-Laws, and save and except for any Annual General Meeting held while there are less than twenty (20) Members in which case a majority of Members, being not less than 50% of the Members, shall be quorum;
- (e) Unless a majority of the Members present at the meeting, being not less than 50% of the Members present at the meeting, demand a ballot vote, all voting at an Annual General Meeting shall be done by a show of hands. If a ballot is demanded in the aforesaid manner, the ballot shall be taken at such time and place and in such manner as the person presiding at the Annual General Meeting may direct, and the result of the ballot

shall be deemed to be the resolution of the Annual General Meeting at which the ballot was demanded;

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

3.2 Special Meetings of the Association

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

4. THE GOVERNMENT OF THE ASSOCIATION

4.1 The Board

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

- (j) Each Board member shall have one (1) vote at all Board meetings and all matters brought before the Board must be decided by a majority vote;
- (k) The president of the Association, or in his absence the vice-president of the Association, or in his absence the secretary of the Association, shall be the chairman at a Board meeting. If the president, vice-president or secretary are not present within fifteen (15) minutes after the time appointed for holding such a meeting, the Board members present shall select one from among them to preside as chairman;
- (l) In the case of a tie vote at a Board meeting, the chairman of the meeting shall have a second or casting vote; and
- (m) Unless agreed to in accordance with paragraph 4.11 below, Board members shall serve without remuneration but shall be reimbursed for expenses reasonably incurred in performing their duties on the Board, which the Board must have pre-approved prior to the expense having been incurred.

4.2 Duties of the Board

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

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

4.3 Powers of the Board

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

- (a) To invest and deal with the monies of the Association not immediately required by the Association in such a manner as the Board may, from time to time, determine;
- (b) To finance the operations of the Association and to borrow, raise or secure the payment of money in such a manner as the Board may determine from time to time;

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

4.4 Vacancy

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

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

4.5 Filling Vacancies

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

4.6 Officers

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

- iii) cause notices of all Annual General Meetings, Special Meetings and Board meetings to be mailed or delivered;
 - iv) keep a current record listing every past and current Member, their respective addresses and telephone and facsimile (if available) numbers; and
 - v) perform such other duties as may from time to time be determined by the Board;
- (f) The treasurer shall:
- i) keep full and accurate accounts of all receipts and disbursements of the Association and keep the financial records of the Association in a proper manner;
 - ii) shall coordinate the conduct of the audit of the Association's financial statements;
 - iii) shall report the Association's financial position to the Board and Members at the Annual General Meeting or whenever requested to do so by the president of the Association;
 - iv) collect and receive all annual and other fees payable by the Members to the Association;
 - v) disburse the Association's monies under the direction of the Board;
 - vi) deposit all Association monies in whatever Bank, Trust Company, Credit Union or Treasury Branch the Board may direct; and
 - vii) perform such other duties as may from time to time be determined by the Board;
- (g) Any vacancy arising in any office shall, except as otherwise provided herein, be filled by the Board; and
- (h) The officers of the Association shall serve without remuneration but shall be reimbursed for expenses incurred while fulfilling their duty as an officer, which the Board must have pre-approved.

4.7 Committees

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

4.8 Committee Powers

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

4.9 Committee Memberships

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

4.10 Committee Reports

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

4.11 Remuneration

Unless otherwise agreed to by resolution of a simple majority of the Members at a General Meeting, being not less than 50% of the Members at a General Meeting, a Director shall not be paid any compensation by the Association for his or her services as a Director. By resolution of the Board a Director may be reimbursed by the Association for all reasonable out-of-pocket expenses necessarily incurred by him or her in the performance of his or her duties as a Director. Provided that nothing in this paragraph contained shall preclude the Association from paying a salary to a Director who is also an employee of the Association on account of such employment.

5. BORROWING AND LEGAL POWERS

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

6. AUDITOR

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

7. SEAL OF THE ASSOCIATION

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

8. INSPECTION OF BOOKS AND RECORDS BY MEMBERS

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

9. RESOLUTIONS IN WRITING

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

10. INDEMNITY

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

11. WINDING UP

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

12. NOTICES

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

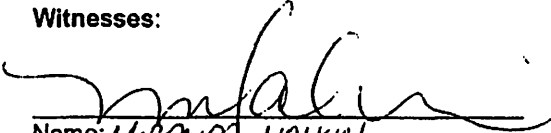
13. AMENDMENT OF BY-LAWS

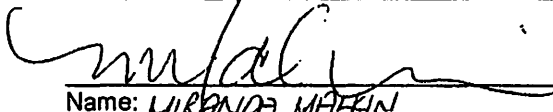
- 13.1 The By-laws of the Association shall not be altered, rescinded or added to except by a Special Resolution.

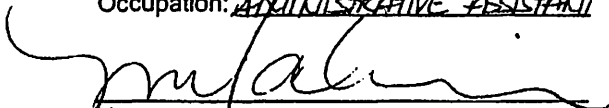
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

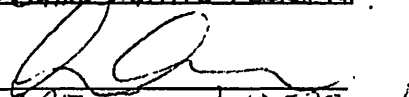
DATED in the City of Edmonton, in the Province of Alberta this 25th day of October, 2011.

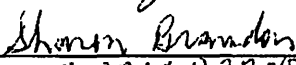
Witnesses:


Name: MIRANDA MALKIN
Address: #420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT



Name: MIRANDA MALKIN
Address: #420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT

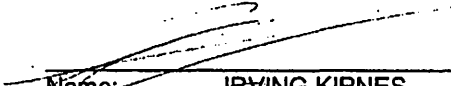

Name: MIRANDA MALKIN
Address: #420, 10508 82 AVE
EDMONTON, AB T6E 2A4
Occupation: ADMINISTRATIVE ASSISTANT



Name: SHERRENE ANDERSON
Address: 2500-10303 Jasper Ave.
Edmonton AB T5J 3N6
Occupation: Legal Assistant

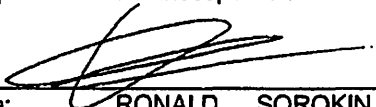

Name: SHARON BRANDON
Address: 2500-10303 JASPER
EDMONTON, AB T5J 3N6
Occupation: LEGAL ASSISTANT

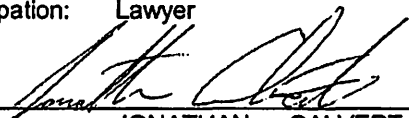
SUBSCRIBERS:


Name: JAMES BROWN
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson


Name: IRVING KIPNES
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson


Name: JENNIFER BROWN
Address: #420, 10508 - 82 Avenue
Edmonton, AB T6E 2A4
Occupation: Businessperson


Name: RONALD SOROKIN
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Lawyer


Name: JONATHAN CALVERT
Address: 2500, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Occupation: Lawyer

SCHEDULE "A"
to By-laws of Hamptons South East Edmonton Homeowners Association

Lands

Condominium Plan 072 0611

- Units 1-525

Plan 022 6719

- Block 1, Lots 3-100
- Block 2, Lots 2-37
- Block 3, Lots 1-19
- Block 4, Lots 1-36, 38-60

Plan 032 5933

- Block 2, Lots 38-45

Plan 032 5548

- Block 5, Lots 20-34
- Block 7, Lots 37-73
- Block 8, Lots 1-34

Plan 032 5979

- Block 1, Lots 139-154, 156-169, 171-185
- Block 4, Lots 63-72, 74-89, 90-123

Plan 042 1366

- Block 2, Lots 46-49

Plan 042 5313

- Block 5, Lots 35-68
- Block 7, Lots 74-76, 129-135
- Block 8, Lots 35-46
- Block 12, Lots 1-49

Plan 042 5549

- Block 1, Lots 107-138, 189-200

Plan 052 3178

- Block 9, Lots 1-30, 68-77

Plan 052 6418

- Block 7, Lots 77-128

Plan 052 6631

- Block 12, Lots 1-31
- Block 13, Lots 2-23
- Block 14, Lots 11-19

SCHEDULE "A"
to By-laws of Hamptons South East Edmonton Homeowners Association

Plan 062 0304

- Block 9, Lots 31-67

Plan 062 3976

- Block 2, Lots 50-52
- Block 7, Lots 1-35

Plan 062 5726

- Block 7, Lots 136-148
- Block 13, Lots 1, 41-50
- Block 14, Lots 1-9

Plan 062 5730

- Block 13, Lots 24-40

Plan 062 6545

- Block 15, Lots 1-76

Plan 062 6670

- Block 12, Lots 32-70
- Block 14, Lots 20-77, 80-89

Plan 072 0762

- Block 12, Lots 71-81, 85
- Block 14, Lots 89-109
- Block 14, Lots 178, 179, 181, 185-187
- Block 16, Lots 1-4, 21-24

Plan 072 0816

- Block 14, Lots 110-145, 146-175
- Block 16, Lots 5-20

Plan 082 3858

- Block 7, Lots 149-151

Plan 082 4073

- Block 14, Lots 78A and 79A



BUSINESS CORPORATIONS ACT
Section 20

NOTICE OF ADDRESS OR NOTICE OF CHANGE OF ADDRESS

1. NAME OF CORPORATION 2. CORPORATE ACCESS NO.

THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION

3. ADDRESS OF REGISTERED OFFICE (ONLY A STREET ADDRESS, INCLUDING POSTAL CODE, OR LEGAL LAND DESCRIPTION).

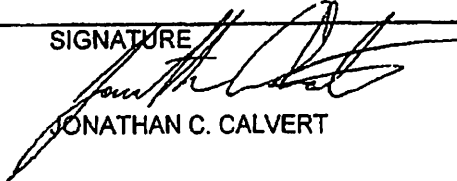
Suite 420, 10508 – 82 Avenue, Edmonton, Alberta T6E 2A4

4. RECORDS ADDRESS (ONLY A STREET ADDRESS, INCLUDING POSTAL CODE, OR LEGAL LAND DESCRIPTION).

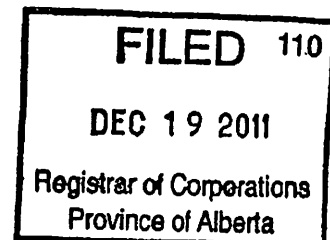
Suite 420, 10508 – 82 Avenue, Edmonton, Alberta T6E 2A4

5. ADDRESS FOR SERVICE BY MAIL, IF DIFFERENT FROM ITEM 3 (ONLY A POST OFFICE BOX, INCLUDING POSTAL CODE).

N/A

6.	DATE	SIGNATURE	TITLE
	December 18, 2011	 JONATHAN C. CALVERT	Solicitor

For Departmental Use Only:



FILED 110

DEC 19 2011

Alberta
 Registrar of Corporations
 Province of Alberta

THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION
 104574860 =HAMPTONS=

Page 1 of 87 2011De19

COMPANY NAME / NOM DE L'ENTREPRISE	JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION	AB 104574860	2011De19				Prop.WITLLP	
THE HAMPTONS SOUTH EAST HOMEOWNERS ASSOCIATION	AB 104280117	2011No15				Prop.WITLLP	
WESTBROOK HOMES (SOUTH HAMPTONS) INC	AB 2012537326	2006Ji05	EDMONTON		Bus_Corp	Start	2011Se02
SOUTAGE HAMPTON LTEE	CD 0002643944	1990Se17	MONTREAL		CBCA	Active	1990Se27
HAMPTON BUNKERING LTD	CD 0002643944	1990Se17	MONTREAL		CBCA	Active	1990Se27
PARK PLACE SOUTH HAMPTONS LIMITED PARTNERSHIP	AB LP13067624	2007Mr12			LP	Active	
PARK PLACE SOUTH HAMPTONS HOLDINGS LTD	AB 2012049009	2005No16	EDMONTON		Bus_Corp	Active	2006Oc31
HAMPTONS HOME OWNERS ASSOCIATION	AB 0504122144	1989No23	CALGARY		Society	Active	
ALTA VENTURES FUNDING (SOUTH HAMPTONS 2) LIMITED	AB 2113708552	2007De21	VAUGHAN	ON	EP_Corp	Active	
HAMPTONS DRIVE HOMEOWNERS ASSOCIATION	AB TN14181374	2008Au06			TradeName	Active	
SOUTHAMPTON INC	AB 0204740740	1990No13	CALGARY		Bus_Corp	Active	2009Ja14
THE HAMPTONS DEVELOPMENTS (LEDUC) INC	AB 2010101158	2002Se30	EDMONTON		Bus_Corp	Struck	2005Mr02
THE HAMPTONS SCHOOL PARENTS SOCIETY	AB 0508482197	1989Se10	CALGARY		Society	Active	
HAMPTON DEVELOPMENT LTD	AB 0200416378	1986Jn01	CALGARY		Bus_Corp	Active	
HAMPTONS OILFIELD SERVICES LTD	AB 2010889646	2004Fe01	EDMONTON		Bus_Corp	Active	2004Ma19
HAMPTONS OILFIELD SERVICES	AB TN10907319	2004Fe10			TradeName	Active	
HAMPTON ESTATES LTD	AB 2011284755	2004Se21	EDMONTON		Bus_Corp	Active	

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valide jusqu'au 2012Mr18

NUANS® Name Search System
 Système de Recherche de Nom NUANS®

WITLLP

CWA 80819 H=H V=ALL



10000107111778060



Alberta Reservation Report / Rapport pour réservation en Alberta

THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION
104574860 =HAMPTONS=

Page 2 of/de 7 2011De19

COMPANY NAME / NOM DE L'ENTREPRISE				JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.	
HAMPTONS PRODUCTIONS INC				CD	0004019440	2002Mr01	OUTREMONT		CBCA	Active	
HAMPTON CONSTRUCTION LIMITED				AB	2014834093	2009Au06	CALGARY		Bus_Corp	Active	
HAMPTONS PARK CHATEAUX HOMEOWNERS ASSOCIATION				AB	0515072825	1991Oc15	CALGARY		NP_PbhcCo	Active	
PARK PLACE CLAREVIEW I HOLDINGS LTD				AB	2012049009	2005No16	EDMONTON		Bus_Corp	Historic	2006Oc31
HAMPTON CONSTRUCTION				AB	0CRY091170	1984Jn06			TradeName	Active	
HAMPTONS WELDING LTD				AB	2014810150	2009Jl21	LACOMBE		Bus_Corp	Active	
THE HAMPTONS II LIMITED PARTNERSHIP				AB	LP12040523	2005No10			LP	Active	
HAMPTONS CLUB CHATEAUX HOMEOWNERS ASSOCIATION				AB	0516567989	1995Jn05	CALGARY		NP_PbhcCo	Active	2008No07
HAMPTONS WELDING				AB	0TN7827454	1998Jl27			TradeName	Active	
VILLAGE AT THE HAMPTONS INC				AB	2013386418	2007Jl23	CALGARY		Bus_Corp	Active	
ROHIT COMMUNITIES AT THE HAMPTONS LTD				AB	2016392801	2011No03	EDMONTON		Bus_Corp	Active	
COUNTRY CLUB OF THE HAMPTONS				AB	0505146589	1991De31	CALGARY		Society	Active	
HAMPTON RENOVATIONS & REPAIRS				AB	0CRY072789	1983Mr02			TradeName	Active	
PRODUCTIONS HAMPTON INC				CD	0004019440	2002Mr01	OUTREMONT		CBCA	Active	
HAMPTONS COMMUNITY ASSOCIATION				AB	0508357565	1994De19	CALGARY		Society	Active	
ROHIT COMMUNITIES AT THE HAMPTONS LTD				AB	104176767	2011No03				Prop.REGEDMT	
HAMPTON SECURITIES CORPORATION				AB	0219861507	2002Jl26	TORONTO	ON	EP_Corp	Active	2007Se24

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valide jusqu'au 2012Mr18

NUANS® Name Search System
Système de Recherche de Nom NUANS®

WITLLP

CWA 80819 H=H V=ALL



Alberta Reservation Report / Rapport pour réservation en Alberta

THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION
104574860 =HAMPTONS=

Page 3 of/de 7 2011De19

COMPANY NAME / NOM DE L'ENTREPRISE	JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
WESTBROOK HOMES (SOUTH HAMPTONS 2) INC	AB 2013435207	2007Au15	EDMONTON		Bus_Corp	Struck	2011Fe02
VILLAGE AT THE HAMPTONS LIMITED PARTNERSHIP	AB LP13460456	2007Au28			LP	Active	
THE HAMPTON LAND COMPANY LTD	AB 2011213028	2004Au06	EDMONTON		Bus_Corp	Active	
PARK PLACE HAMPTONS LTD	AB 2011540131	2005Fe18	EDMONTON		Bus_Corp	Active	2010No04
HAMPTONS DUMP	AB TN13958558	2008Ai18			TradeName	Active	
SOUTH HAMPTON PROPERTIES LTD	AB 0202080024	1979Mr12			Bus_Corp	AmIgmtd	1980Ji10
HAMPTON SERVICE	AB 0CRY160383	1988Au08			TradeName	Active	
THOMSON BUILT LTD	AB 103392755	2011Au05				Prop.SHAWN	
HAMPTONS PUBLIC SCHOOL FUNDRAISING COMMITTEE	AB 5016398553	2011No07	EDMONTON		Society	Active	
THOMPSONS EXTERIORS LTD	AB 0204019483	1989Ma31	INNISFAIL		Bus_Corp	Active	2010Jn30
THE HAMPTONS PUBLIC SCHOOL FUNDRAISING COMMITTEE	AB 103857371	2011Se28				Prop.CALLREG	
TCC HAMPTONS II INC	AB 2112034984	2005No08	TORONTO	ON	EP_Corp	Active	2011Fe23
HAMMERSTONE CONSTRUCTION LTD	AB 103065420	2011Jn29				Prop.BEUMNT	
SOUTHAMPTON-TRANE AIR CONDITIONING (CALGARY) INC	AB 2012115172	2005De20	CALGARY		Bus_Corp	Active	
WESTHAMPTON LTD	AB 0203014428	1983Jn10	CALGARY		Bus_Corp	Active	2000Ma04
PARK PLACE HAMPTONS LIMITED PARTNERSHIP	AB LP11872900	2005Au16			LP	Active	
COUNTRY CLUB OF THE HAMPTONS	AB 104370082	2011No25				Prop.ACCUCA	

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valide jusqu'au 2012Mr18

NUANS® Name Search System
Système de Recherche de Nom NUANS™

WTTLLP

CWA 60819 H=H V=ALL



Alberta Reservation Report / Rapport pour réservation en Alberta

THE HAMPTONS SOUTH EAST EDMONTON HOMEOWNERS ASSOCIATION
104574860 =HAMPTONS=

Page 4 of/de 7 2011De19

COMPANY NAME / NOM DE L'ENTREPRISE	JUR. / NO BJS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
HAMPTON POWER SYSTEMS LTD	AB 2010405781	2003Ai07	CALGARY		Bus_Corp	Active	2003Ma16
SOUTHAMPTON INDUSTRIAL LTD	AB 0208247882	1999Mr31	CALGARY		Bus_Corp	Active	
ASHTON HOMES LTD	AB 2010078000	2002Se17	EDMONTON		Bus_Corp	Active	
SOUTHAMPTON INVESTMENTS INC	AB 2012464182	2008Jn01	CALGARY		Bus_Corp	Active	2011No07
HAMPTON SHIPBROKERS CANADA LTD	CD 0001851021	1985Fe15	MONTREAL		CBCA	Active	
THOMPSON AVIATION INC	AB 2011813728	2005Ji12	EDMONTON		Bus_Corp	Active	
SOLO HUMPTONS SERVICES LTD	AB 2013831363	2008Fe25	EDMONTON		Bus_Corp	Active	2010No24
SOUTHAMPTON HARBOUR AUTHORITY	CD 0002705028	1991Ai05	SOUTHAMPTON		CCA_P12	Active	
HAMPTON COURTIER MARITIMES CANADA LTEE	CD 0001851021	1985Fe15	MONTREAL		CBCA	Active	
THOMPSON HANDYMAN SERVICES	AB 0CRY032667	1979Ji27			TradeName	Active	
HAMMERSTONE CONSTRUCTION LTD	AB 2016160190	2011Jn29	BEAUMONT		Bus_Corp	Active	
CHIP HAMPTON CONSTRUCTION INC	AB 2014266387	2008Se19	EDMONTON		Bus_Corp	Active	
DAH BUILDERS HAMPTON LTD	AB 2013388182	2007Ji24	EDMONTON		Bus_Corp	Start	2011Se02
HAMPTON ENERGY	AB 0TN7219165	1997Ja09			TradeName	Active	
HAMPTON CONTRACTING	AB 0CRY084273	1984Ja16			TradeName	Active	
HAMMERSTONE CORPORATION	AB 2014394429	2008No26	CALGARY		Bus_Corp	Active	2009Ja28
HAMPTON HOME FINISHING LTD	AB 2012061862	2005No23	CALGARY		Bus_Corp	Active	

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valide jusqu'au 2012Mr18

NUANS® Name Search System
Système de Recherche de Nom NUANS®

WITLLP

CWA 80819 H=H V=ALL



Trade-mark Report / Rapport des marques de commerce



104574860

HAMPTONS

Page 5 of/de 7 2011De19

Classes: 0

* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
HAMPTONS; 0848766 TMA Auctioneering services; relocation services for businesses; provis>		Aband40-3		HAMPTONS GROUP LIMITED 35,36,38,41,
HAMPTONS ; 1354471 TMA Real estate affairs; estate agency; real estate appraisals; real e>		Allowed		HAMPTONS GROUP LIMITED 36,42,
HAMPTON HOUSE 0442049 TMA261350 1981Ji31 Food stuffs, namely coffee, canned meats, spaghetti sauce mix, spi>				J.D. SWEID LANDS LTD. 29,30.
HAMPTON HOUSE COUNTRY CLASSIC 0816639 TMA364924 1990Fe02 Battered and breaded chicken meat products.				J.D. SWEID LANDS LTD. 29.
HAMPTON INN & SUITES 0761652 TMA481087 1997Au21 Hotel and motel services; restaurants and catering services; provi>				HLT IP LLC 35,43.
HAMPTON INN & SUITES 0857497 TMA507701 1999Fe08 Hotel services.				HLT IP LLC 43,
HAMPTON HOUSE ; 1243568 TMA656530 2006Ja13 Processed poultry products.				J.D. SWEID LANDS LTD. 29.
HAMPTON SECURITIES 1294250 TMA718946 2008Ji22 Financial services, namely international trade execution, speciali>				HAMPTON SECURITIES INC 36.
HAMPTON SECURITIES ; 1285263 TMA717091 2008Jn20 Financial services, namely international trade execution, speciali>				HAMPTON SECURITIES INC 36,
HAMPTON INN & SUITES BY HILTON 1341951 TMA741372 2009Jn03 Rental of temporary accommodation; reservations (temporary accommo>				HLT IP LLC 43,
HAMPTON INN & SUITES BY HILTON ; 1343743 TMA754285 2009De01 Rental of temporary housing accommodations; reservations for tempo>				HLT IP LLC 43,
HAMPTONS HOUND & DOG; 1344514 TMA739226 2009Ai30 Dog clothing, pet clothing, dog collars, dog leashes, dog collars >				HAMPTONS HOUND, LTD. 18,31.
HAMPTONS 1353286 TMA776887 2010Se13 Real estate affairs; estate agency; real estate appraisals; real e>				HAMPTONS GROUP LIMITED 36,42,
HH HAMPTON HOMES ; 1454113 TMA773777 2010Au05 Construction of houses.				MICHAEL PAUL 37,
HAMPTONS 0351284 TMA186326 1973De21 Expunged Men's and boy's clothing and wearing apparel, namely suits, sports>				ELKS INC. 14,18,25.
HAMPTON'S OF HOLLYWOOD 0446701 TMA Restaurant services.		Abandoned		WALLACE GUBERMAN LTD. 43,
HAMPTON 0484040 TMA290821 1984Ma11 Seating, namely office chairs.				STEELCASE, INC., 20.

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valide jusqu'au 2012Mr18

NUANS® Name Search System
Système de Recherche de Nom NUANS®

WTTLLP

CWA 80819 H=H V=ALL



Trade-mark Report / Rapport des marques de commerce



104574860

HAMPTONS

Page 6 of/de 7 2011De19

Classes: 0

* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR	REG. DATE / DATE, ENR	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
HAMPTON INN 0514595 TMA305393 1985Au02 Hotel services, namely providing lodging services in hotels.				HLT IP LLC 43,
NORTHAMPTON INN 0555550 TMA338800 1988Mr31 Hotel services, namely the provision of lodging, dining and entertainment				SHIHASI FINANCIAL CORP 41,43,
HAMPTON INN 0616501 TMA362355 1989No03 Hotel services, namely providing a hotel reservations service.				HLT IP LLC 43,
HAMPTON INN ; 0854570 TMA396932 1992Al10 Hotel, restaurant and hotel reservation services. (2) Hotel service>				HLT IP LLC 43,
HAMPTON 0770434 TMA471184 1997Fe18 Exercise and weight training equipment and accessories, namely, fitness				U.S. CHINA TRADING COR 07,11,16,18,
HAMPTON 0865114 TMA548301 2001Jl17 Plumbing fittings. (2) Plumbing fixtures.				AS CANADA, ULC 11,
HAMPTON ; 0915213 TMA Advertised				TOWN OF HAMPTON 01,02,03,04
LONDON'S PRIDE SOAP AND LABEL; 0992028 NFDL2028 1933No24 Soap				SMITHS (HAMPTON) LIMIT 03,
HAMPTON COURT ; 1025322 TMA546965 2001Jn21 Photo frames.				WINFIELD INTXIM CANAD 20,
HAMPTON 1155901 TMA606902 2004Al02 Gas and wood burning stoves; accessories and attachments for gas a>				FPI FIREPLACE PRODUCTS 07,11,12,
HAMPTON INN BY HILTON 1341949 TMA741319 2009Jn02 Rental of temporary accommodation; reservations (temporary accommo>				HLT IP LLC 43,
HAMPTON INN BY HILTON ; 1343741 TMA754431 2009De02 Rental of temporary housing accommodations; reservations for tempo>				HLT IP LLC 43,
CLEAN AND FRESH HAMPTON BED 1472298 TMA798241 2011Ma24 Hotel services, namely hotel services offering upgraded bedding in>				HLT IP LLC 43,
LIT HAMPTON, PROPRE ET FRAIS 1475076 TMA Hotel services, namely hotel services offering upgraded bedding in>			Allowed	HLT IP LLC 43,
HAMPTON 1493995 TMA Automobiles.			Allowed	BAYERISCHE MOTOREN WER 12,
HAMPTON LOGO 1494548 TMA Automobiles.			Allowed	BAYERISCHE MOTOREN WER 12,
STAY CONNECTED @ HAMPTON 1502901 TMA Providing high speed Internet access to area networks and global c>			Allowed	HLT IP LLC 38,43,

The Provision of the information contained in this report is subject to the Terms and Conditions contained on the last page here of. The use of this report is the sole responsibility of the applicant. / Les renseignements contenus dans le présent rapport sont sujets aux conditions générales énoncées à la dernière page du document. La responsabilité quant à l'usage du présent rapport incombe entièrement au demandeur.

Valid until / Valde jusqu'au 2012Mr18

NUANS® Name Search System
Système de Recherche de Nom NUANS®

WTTLLP

CWA 80819 H=H V=ALL

TERMS AND CONDITIONS

Definitions:

'Customer' refers to a person, firm or other entity who receives a NUANS Report directly or indirectly from HP pursuant to a written agreement with HP, or who relies on such Report without the benefit of any written agreement with HP.

"HP" shall at all times refer to Hewlett-Packard (Canada) Co.

(a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.

(b) HP's liability for direct damages resulting from HP's negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP's sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP's direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP's negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP's premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par « client » une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme « HP » fait toujours référence à Hewlett-Packard (Canada) Cie

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

Abbreviation/Abréviation	English Term	Terme français
Jur.	Company Name	Nom de l'entreprise
No.	Jurisdiction Code	Code de juridiction
Date	Company Number	Numéro de l'entreprise
EP	Incorporation Date	Date d'incorporation
Type	City	Ville
Status/Statut	Extra-Provincial Code	Code extra-provincial
Stat Date/Date eff	Company Type	Type de l'entreprise
Bus./Act.	Legal Status	Statut légal
	Status Date	Date effective
	Line of Business	Secteur d'activité

Abbreviation/Abréviation	English Term	Terme français
App.No./No.app.	Trade-mark	Marque de commerce
Reg.No./No.enr.	Application Number	Numéro d'application
Reg.Date/Date enr.	Registration Number	Numéro d'enregistrement
	Registration Date	Date d'enregistrement
	Status	Statut
	Owner name	Propriétaire
Classes	Nico Class Codes	Codes des classes Nice
Goods/Produits	Goods and Services	Produits et services

Latest NUANS update dates / Dernière mise à jour de NUANS

AB Bus. 2011De19 AB Corp. 2011De19 CD 2011De14 OSFI 2011Oc21
TM Update/Mise à jour des MC 2011De13 App. No./No. App. 1555400 Filed/Déposée 2011De07