



DISCLOSURE STATEMENT
OF
BLACKBRIDGE ESTATES LTD.
(DEVELOPER)

FOR
UNDIVIDED FEE SIMPLE DWELLING UNITS
IN

A TOWNHOME AND APARTMENT DEVELOPMENT
KNOWN AS
CYPRESS GARDENS TOWNHOMES

NEITHER THE SUPERINTENDENT OF REAL ESTATE NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA HAS IN ANY WAY PASSED ON THE MERITS OF THE MATTERS DEALT WITH IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT HE HAS NOT DETERMINED WHETHER OR NOT IT COMPLIES WITH PART 2 OF THE REAL ESTATE ACT.

DATE OF DISCLOSURE STATEMENT:

June 12, 1995

BLACKBRIDGE ESTATES LTD.

MAILING ADDRESS:

ADDRESS FOR SERVICE:

1450-1075 West Georgia Street
Vancouver, British Columbia V6E 3R9

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Vancouver, British Columbia V6E 3R9

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1.01

DEVELOPER

- a) **Name:** BLACKBRIDGE ESTATES LTD.
- b) **Registered Office:** 1450 - 1075 W. Georgia Street
Vancouver, British Columbia V6E 3C9
- c) **Head Office:** 1450 - 1075 W. Georgia Street
Vancouver, British Columbia V6E 3C9
- d) **Jurisdiction of Incorporation/Registration:**

British Columbia
Incorporation Number: 443595
- e) **Date of Incorporation/Registration:** June 18, 1993
- f) **Directors & Officers:**

Name: BAHADUR KARIM

Office/Director: Director/President/Secretary

Occupation: Businessman

Address: 3120 Travers Avenue
West Vancouver, British Columbia
V7V 1G3

2.01

GENERAL DESCRIPTION OF THE DEVELOPMENT AND INTERESTS OFFERED FOR SALE

- a) 1. The Development consists of units ("Units") located at Westview Place/Crescent/Drive, North Vancouver, B.C. on land legally described as Amended Lot 2 (Explanatory Plan 9808) except part in Plan 21426, Block 256, District Lot 544, Plan 11432.
2. Undivided Fee Simple Titles are offered for sale to purchasers. Each purchaser will receive a Certificate of Indefeasible Title issued by the Vancouver/New Westminister, B.C. Land Title Office. The percentage interest of each purchaser in the title is equal to their respective Unit Entitlements. The Unit Entitlement of each purchaser is calculated in the same manner as Unit Entitlements are calculated under the Condominium Act of the Province of British Columbia; namely the area of each Unit is divided by the area of all Units and expressed as a percentage. Schedule "A" hereto shows these calculations for each Unit and the Indefeasible Title No. of each Undivided Interest. Both the Undivided Fee Simple Title and User Rights may together be sold or mortgaged by the purchaser who may also rent the Unit to others.
3. Each purchaser will hold exclusive rights in perpetuity to use, occupy, possess and enjoy (User Rights) the Unit identified in the purchase document and rights in common with all other purchasers to the Common Property and Common Facilities. The boundaries of the Units and their location in the building is shown on a plan registered in the Land Title Office (a copy of which forms Schedule "B" hereto).
4. The User Rights of the purchaser with respect to the purchaser's identified Unit and all rights privileges restrictions and obligations associated with it are set out in a document called a User Agreement which has been registered in the Land Title Office and forms a Schedule to the transfer. The User Agreement also expresses the obligation of the purchaser to pay his defined share of operating expenses including land taxes ("Common Expenses"). This proportion is the same as the purchaser's Unit Entitlement. A copy of the User Agreement forms Schedule "C" hereto.
5. The rights and obligations set out in the User Agreement are substantially identical to those enjoyed by and binding on owners of strata lots created by the Condominium Act.
6. If a User Agreement is terminated by reason of an uncorrected default of a purchaser, the Undivided Fee Simple Title of the purchaser will also come to an end in accordance with the terms of Possibilities of Reverter registered in the Land Title Office against each Undivided Interest under the numbers shown on Schedule "A" (the "Rights of Reverter"). This is similar in effect to the statutory lien to which all strata lots created under the Condominium Act are subject and which, in the event of an uncorrected default of a purchaser, results in a purchaser's strata lot being foreclosed. The documents provide for the resale of determined interests and how the proceeds shall be distributed.
7. The Undivided Fee Simple Titles do not constitute subdivided parcels or strata lots created by the Condominium Act, but Undivided Interests in the Fee Simple together with User Rights created by User Agreements with respect to identified Units. A Purchaser acquiring an Undivided Interest is not governed by the Condominium Act.
8. A purchaser of an Undivided Interest may not be eligible to qualify for an exemption under the Property Transfer Tax Act pursuant to the First Time Home Buyer's Program, entitled to claim a Home Owner Grant in respect of the purchaser's proportionate share of property taxes or entitled to give notice to a tenant in the event a purchaser wishes to occupy a particular Unit.

b) Total Number of Units in the Development is 177.

c) Type of Units	Number of Units
2 Bedroom Apartments	64
3 Bedroom Townhomes	113

d) Permitted Usage of Units	Number of Units
Residential	177

e) Features included in the Common Property are as follows:

Visitor Parking Spaces	Plants/Shrubs
Swimming Pool	Ponds
Office	Walkways
Mechanical Rooms	Electrical Vaults
Landings	Meter Areas
Refuse Areas	Garden/Planters
Driveways	Pedestrian Paths
Stairs	Gym

Note: See Plans attached as Schedule "B" for approximate size and location for these features included in the Common Property.

2.02 FLOODING DANGERS OR SPECIAL REQUIREMENTS

There are no dangers affecting the Development, of which the Developer is aware, relating to flooding of the lands on which the Development is situate.

3.00 LEGAL INTEREST OF THE DEVELOPER AND FINANCIAL MATTERS

3.01 STATE OF TITLE

a) Registered Owner of the Development:

Blackbridge Estates Ltd.

b) Encumbrances

- (i) Right of Way No. 395018M;
- (ii) Statutory Right of Way No. G99697;
- (iii) Easement No. P69039;
- (iv) Covenant No. P69040.
- (v) the Rights of Reverter and Mortgage thereof; and
- (vi) Tarp Mortgage Corporation Mortgage No. BG460413 and Modification thereof, Bank of Montreal Mortgage No. BH347347 and Assignment of Rents No. BH347348, Westsea Construction Ltd and Tarp Mortgage Corporation Mortgage No. BJ63235 (the "Existing Financing").

3.02 PROPOSED ENCUMBRANCES AND COVENANTS

No further encumbrances, covenants, or liens are proposed or anticipated to be registered or filed in respect to the Development other than mortgages which will be partially discharged by the solicitors for the Developer with respect to each Undivided Interest and User Rights the subject of a sale on its completion using the sale proceeds to the extent necessary.

3.03 ENCUMBRANCES OR AGREEMENTS AFFECTING THE LAND

On completion of the sales to the purchasers, the Developer intends to transfer each Undivided Interest and User Rights to each Unit to each purchaser free and clear of all liens, charges and encumbrances except the encumbrances set out in Article 3.01 b)(i)(ii)(v) inclusive. The solicitors for the Developer shall cause the Existing Financing to be partially discharged with respect to the Undivided Interest and User Rights the subject of each such sale on its completion using the sale proceeds to the extent necessary.

3.04 LITIGATION

There is no outstanding or anticipating litigation with respect to the Development or against the Developer which may affect the Development.

3.05 MANAGEMENT AGREEMENTS AND MATERIAL CONTRACTS

The Development will be managed initially by the Vendor. After Undivided Interests equalling 60% of the total of all Undivided Interests have been conveyed by the Developer the Development will be managed by the owners of the Undivided Interests. There are material contracts affecting the Development binding upon the Developer as follows:

- (i) Pest Control Contract
- (ii) Property (Development) Management Contract
- (iii) Property Manager's Contract
- (iv) Security Contract

4.01 DEVELOPMENT APPROVAL PARTICULARS

a) Building Construction

Construction of the Development was completed in 1962.

b) Restrictions

To the best of the Developer's knowledge the Development complies with all building restrictions governing the use and development of the Development at the time of its construction.

c) Development Agreements

No development agreement, or land use contract has been entered into with any public authority with respect to the Development save and except as otherwise disclosed herein.

d) **Approvals**

No approvals are required from the City of North Vancouver for the creation or sale of Undivided Interests and User Rights to Units ("Shared Interests") in this Development under section 50.04 Real Estate Amendment Act 1995 (the "Act") as, in accordance with section 50.04(7) of the Act, Shared Interests had been sold by or on behalf of the Developer under enforceable agreements of purchase and sale to persons dealing at arms length from both the Developer and any persons acting on behalf of the Developer before the date the Act received First Reading in the Legislative Assembly.

4.02 **PURCHASER'S COVENANTS, PROVISOS, RULES AND REGULATIONS**

These are contained in the User Agreement. In addition, the rules and regulations are subject to expansion, amendment or revocation.

4.03 **MULTI-STAGED DEVELOPMENT**

This Development is not part of a multi-staged development.

4.04 **PLANS**

The site and building plans are attached hereto as Schedule "B" and show the dimensions, layout and location of each of the Units.

4.05 **COMMON FACILITIES**

See Paragraph 2.01 for a description of the Common Property.

4.06 **CAR PARKING**

The car parking space number shown on the purchaser's Contract of Purchase and Sale and on the Car Parking Plan forming Schedule "E" hereto has been designated for the exclusive use of each purchaser on the terms set out in Schedule "D" to the User Agreement.

4.07 **UNIT AND COMMON EXPENSES**

a) **Unit Expenses**

The following utilities are separately metered or assessed with respect to each Unit and are the responsibility of each owner of an Undivided Interest holding User Rights to that Unit:

Electricity
Cablevision
Telephone

b) **Common Expenses**

Common Expenses (which include real property taxes) will be pro-rated as set out on Article 2.01 hereto. An estimated budget for a full year of Common Expenses of the Development, based on current costs, is attached as

Schedule "D". The Developer has deposited \$200,000.00 into a contingency reserve fund.

The current monthly assessment of Common Expenses with respect to each Unit is set out in the purchaser's Contract of Purchase and Sale.

4.08 **FIRE AND LIABILITY INSURANCE**

- a) The Developer will place replacement cost insurance for the Development and maintain public liability insurance.
- b) Purchasers are responsible for insuring the contents of Units.

5.00 **THE OFFERING**

5.01 **TERMS OF OFFERING**

- a) The Developer intends to offer all Undivided Interests and User Rights to all Units in the Development for sale.

b) **Equipment in Units**

The following equipment/furnishings will be included in each purchase:

- | | |
|--------------------|---------------------|
| (i) Dishwasher | (v) Washer |
| (ii) Stove | (vi) Dryer |
| (iii) Refrigerator | (vii) Window Blinds |
| (iv) Garberator | (viii) Carpets |

c) **Equipment in Common Property**

The Common Property has a fully equipped office, gym and swimming pool.

d) **Form**

The Developer will specify the particular form of Contract of Purchase and Sale.

e) **Purchase Financing**

The Developer has made arrangements for financing the purchases including mortgages insured by Canada Mortgage and Housing Corporation.

f) **Deposits**

All deposits received from a purchase shall be either:

- (i) held by a real estate agent acting on behalf of the purchaser who shall retain same in the manner required by the Real Estate Act; or
- (ii) paid directly and held by the Developer in trust.

g) Tenant Protection Guarantees

The Developer agrees that it will not terminate the tenancy agreement of any existing tenant unless the tenant is in default under the tenancy agreement.

Purchasers of Undivided Interests are governed by the terms of the User Agreement which provides that no tenancy agreement of any tenant in the Development may be terminated prior to June 12, 1995 unless the tenant is in default under the tenancy agreement.

h) Definitions

Words used herein defined by the User Agreement have the same meaning as therein prescribed.

CAUTION

The Developer, directors of a corporate Developer, and any other person required by the Superintendent to sign this Disclosure Statement are advised to read the provisions of and be fully aware of their obligations under Part 2 of the Real Estate Act and the Real Estate Amendment Act, 1995 before signing this statement, as a person who fails to comply with the requirements of Part 2 of the Real Estate Act or the Real Estate Amendment Act, 1995 may, on conviction, be liable:

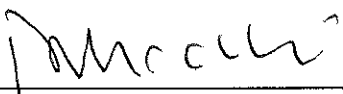
- a) in the case of a corporation, to a fine of not more than \$100,000.00 and
- b) in the case of an individual, to either a fine of not more than \$100,000.00 or to imprisonment for not more than 5 years less one day.

DECLARATION

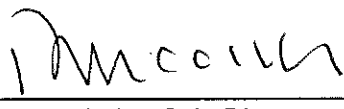
The foregoing declarations constitute full, true and plain disclosure of all facts relative to the Development as required by the Real Estate Act and the Real Estate Amendment Act, 1995 as of June 12, 1995.

BLACKBRIDGE ESTATES LTD.
Per Authorized Signatory:

All Directors in their Personal Capacity



Bahadur Karim, President and Secretary



Bahadur Karim, Sole Director

RIGHT OF RESCISSION

Under Section 63 of the Real Estate Act the Purchaser or Lessee of subdivided land situate in the Province, may, so long as he remains the beneficial owner of the land, rescind the purchase contract or lease by serving written notice on the Developer or his agent, within seven (7) days after the later of the date the contract was entered into or the date the Purchaser or Lessee received a copy of this Disclosure Statement. The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

- a) the agent at the address, if any, shown on the face of this Disclosure Statement,
- b) the agent at his office or place of business where the contract was made, or
- c) the Developer at his address inside or outside the Province where no agent is acting on his behalf.

A Developer is required to keep any monies he received from the Purchaser or Lessee in a trust account in the Province until the rescission period referred to above has expired. Where a notice of rescission is served on the Developer or his agent, the Developer or his agent shall return the trust account monies to the person from whom it was received or shall pay it into Court.

**DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA**

In **THE MATTER OF** the Real Estate Act
and the Disclosure Statement of

TO WIT:

BLACKBRIDGE ESTATES LTD

For property described as

Amended Lot 2 (Explanatory Plan 9808) except
part in Plan 21426, Block 256, District Lot 544,
Plan 11432.

I, **BAHADUR KARIM**, of West Vancouver in the Province of British Columbia,
do solemnly declare:

1. **THAT** I am President of BLACKBRIDGE Estates Ltd, the Developer referred to in the above described Disclosure Statement, dated the 12th day of June, 1995.
2. **THAT** every matter of fact stated in the said Disclosure Statement is correct.
3. **THAT** I am aware that Section 50(7) of the Real Estate Act requires that a true copy of the Disclosure Statement be delivered to the prospective purchaser or lessee and receipt for same be obtained.
4. **AND** I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at

Vancouver in the Province of

British Columbia, this 12th

day of June, 1995.



RONALD WILSON

A Commissioner for taking Affidavits



BAHADUR KARIM

Solicitor's Certificate

In **THE MATTER OF** the Real Estate Act
and the Disclosure Statement of

BLACKBRIDGE ESTATES LTD

For property described as

Amended Lot 2 (Explanatory Plan 9808) except
part in Plan 21426, Block 256, District Lot 544,
Plan 11432.

I, **RONALD WILSON**, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated 12 June 1995, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in the following Paragraphs of the Disclosure Statement:

- a) Paragraph 3.01 (a) - concerning the Registered Owner;
- b) Paragraph 2.01 (a) - concerning Legal Description; and
- c) Paragraph 3.01 (b) - concerning the existing state of registered titles

are correct.

DATED AT Vancouver in the Province of British Columbia, this 12th day
of June, 1995.



RONALD WILSON

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III		
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.		
	Approx. Sq. Metres	Approx. Sq. Feet	%	Title #	Reverter #
(Building 19)					
Westview Place 601	130.86	1,408	0.658	BG190732	BG190733
North Vancouver, B.C. 603	121.68	1,310	0.612	BG190734	BG190735
V7N 3X5 605	121.68	1,310	0.612	BG190736	BG190737
607	121.88	1,312	0.613	BG190738	BG190739
609	121.88	1,312	0.613	BG190740	BG190741
611	121.88	1,312	0.613	BG190742	BG190743
613	130.86	1,408	0.658	BG190744	BG190745
(Building 18)					
Westview Place 602	121.88	1,312	0.613	BG190746	BG190747
North Vancouver, B.C. 604	121.88	1,312	0.613	BG190748	BG190749
V7N 3X6 606	121.68	1,310	0.612	BG190750	BG190751
608	121.68	1,310	0.612	BG190752	BG190753
610	121.68	1,310	0.612	BG190754	BG190755
612	121.68	1,310	0.612	BG190756	BG190757
614	121.88	1,312	0.613	BG190758	BG190759
616	121.88	1,312	0.613	BG190760	BG190761
(Building 20)					
Westview Place 618	130.86	1,408	0.658	BG190762	BG190763
North Vancouver, B.C. 620	121.68	1,310	0.612	BG190764	BG190765
V7N 3X6 622	121.68	1,310	0.612	BG190766	BG190767
624	121.88	1,312	0.613	BG190768	BG190769
626	121.88	1,312	0.613	BG190770	BG190771
628	130.86	1,408	0.658	BG190772	BG190773
(Building 1)					
Westview Crescent 713	120.00	1,293	0.605	BG190774	BG190775
North Vancouver, B.C. 717	121.68	1,310	0.612	BG190776	BG190777
V7N 3X7 719	121.68	1,310	0.612	BG190778	BG190779
725	121.68	1,310	0.612	BG190780	BG190781
729	121.68	1,310	0.612	BG190782	BG190783
733	121.68	1,310	0.612	BG190784	BG190785
737	121.68	1,310	0.612	BG190786	BG190787
741	121.68	1,310	0.612	BG190788	BG190789
SUB-TOTAL:	3,565.56		17.934		

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III		
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.		
	Approx. Sq. Metres	Approx. Sq. Feet	%	Title #	Reverter#
(Building 2)					
Westview Crescent 716	93.91	1,011	0.473	BG190790	BG190791
North Vancouver, B.C. 718	93.91	1,011	0.473	BG190792	BG190793
V7N 3X8 720	93.91	1,011	0.473	BG190794	BG190795
722	93.91	1,011	0.473	BG190796	BG190797
724	94.03	1,012	0.473	BG190798	BG190799
726	94.03	1,012	0.473	BG190800	BG190801
728	94.03	1,012	0.473	BG190802	BG190803
730	94.03	1,012	0.473	BG190804	BG190805
734	94.03	1,012	0.473	BG190806	BG190807
736	94.03	1,012	0.473	BG190808	BG190809
738	94.03	1,012	0.473	BG190810	BG190811
740	94.03	1,012	0.473	BG190812	BG190813
742	94.03	1,012	0.473	BG190814	BG190815
744	94.03	1,012	0.473	BG190816	BG190817
746	94.27	1,015	0.474	BG190818	BG190819
748	94.27	1,015	0.474	BG190820	BG190821
750	94.39	1,016	0.475	BG190822	BG190823
752	94.39	1,016	0.475	BG190824	BG190825
(Building 3)					
Westview Crescent 745	131.00	1,410	0.659	BG190826	BG190827
North Vancouver, B.C. 749	121.80	1,311	0.613	BG190828	BG190829
V7N 3X7 753	121.80	1,311	0.613	BG190830	BG190831
757	121.80	1,311	0.613	BG190832	BG190833
761	121.80	1,311	0.613	BG190834	BG190835
765	131.00	1,410	0.659	BG190836	BG190837
(Building 4)					
Westview Crescent 799	121.88	1,312	0.613	BG190838	BG190839
North Vancouver, B.C. 801	121.88	1,312	0.613	BG190840	BG190841
V7N 3X9 803	121.88	1,312	0.613	BG190842	BG190843
805	121.88	1,312	0.613	BG190844	BG190845
807	121.68	1,310	0.612	BG190846	BG190847
809	121.68	1,310	0.612	BG190848	BG190849
SUB-TOTAL:	6,738.90		33.900		

SCHEDULE "A"

COLUMN I		COLUMN II		COLUMN III		
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.			
	Approx. Sq. Metres	Approx. Sq. Feet	%	Title #	Reverter#	
(Building 5)						
Westview Crescent 811	121.88	1,312	0.613	BG190850	BG190851	
North Vancouver, B.C. 813	121.88	1,312	0.613	BG190852	BG190853	
V7N 3X9 815	121.88	1,312	0.613	BG190854	BG190855	
817	121.88	1,312	0.613	BG190856	BG190857	
819	121.88	1,312	0.613	BG190858	BG190859	
821	121.68	1,310	0.612	BG190860	BG190861	
823	130.86	1,408	0.658	BG190862	BG190863	
(Building 6)						
Westview Crescent 820	93.92	1,011	0.473	BG190864	BG190865	
North Vancouver, B.C. 822	93.92	1,011	0.473	BG190866	BG190867	
V7N 3Y1 824	93.92	1,011	0.473	BG190944	BG190945	
826	94.21	1,014	0.474	BG190946	BG190947	
828	94.21	1,014	0.474	BG190948	BG190949	
830	94.21	1,014	0.474	BG190950	BG190951	
832	94.21	1,014	0.474	BG190952	BG190953	
834	94.21	1,014	0.474	BG190954	BG190955	
836	94.21	1,014	0.474	BG190956	BG190957	
838	94.76	1,020	0.477	BG190958	BG190959	
840	94.76	1,020	0.477	BG190960	BG190961	
842	94.76	1,020	0.477	BG190962	BG190963	
(Building 7)						
Westview Crescent 825	130.86	1,408	0.658	BG190964	BG190965	
North Vancouver, B.C. 827	121.88	1,312	0.613	BG190966	BG190967	
V7N 3X9 829	121.88	1,312	0.613	BG190968	BG190969	
831	121.88	1,312	0.613	BG190970	BG190971	
833	121.88	1,312	0.613	BG190972	BG190973	
835	130.86	1,408	0.658	BG190974	BG190975	
(Building 9)						
Westview Crescent 837	121.88	1,312	0.613	BG190976	BG190977	
North Vancouver, B.C. 841	121.88	1,312	0.613	BG190978	BG190979	
V7N 3X9 843	121.88	1,312	0.613	BG190980	BG190981	
845	121.68	1,310	0.612	BG190982	BG190983	
847	121.68	1,310	0.612	BG190984	BG190985	
849	121.68	1,310	0.612	BG190986	BG190987	
851	130.86	1,408	0.658	BG190988	BG190989	
SUB-TOTAL:	10,342.92		52.030			

SCHEDULE "A"

COLUMN I		COLUMN II		COLUMN III		
Unit Number		Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.		
				Approx. Sq. Metres	Approx. Sq. Feet	%
(Building 8)						
Westview Crescent	844	95.10	1,023	0.479	BG190990	BG190991
North Vancouver, B.C.	846	95.10	1,023	0.479	BG190992	BG190993
V7N 3Y1	848	95.82	1,031	0.482	BG190994	BG190995
	850	95.82	1,031	0.482	BG190996	BG190997
	852	95.41	1,027	0.480	BG190998	BG190999
	854	95.41	1,027	0.480	BG191000	BG191001
	856	95.41	1,027	0.480	BG191002	BG191003
	858	95.41	1,027	0.480	BG191004	BG191005
	860	95.45	1,027	0.480	BG191006	BG191007
	862	95.45	1,027	0.480	BG191008	BG191009
	864	95.45	1,027	0.480	BG191010	BG191011
	866	95.45	1,027	0.480	BG191012	BG191013
	868	95.45	1,027	0.480	BG191014	BG191015
	870	95.45	1,027	0.480	BG191016	BG191017
	872	95.45	1,027	0.480	BG191018	BG191019
	874	95.45	1,027	0.480	BG191020	BG191021
(Building 10)						
Westview Crescent	853	88.46	952	0.445	BG191022	BG191023
North Vancouver, B.C.	855	88.46	952	0.445	BG191024	BG191025
V7N 3X9	857	88.46	952	0.445	BG191026	BG191027
	859	88.46	952	0.445	BG191028	BG191029
	861	88.46	952	0.445	BG191030	BG191031
	863	88.46	952	0.445	BG191032	BG191033
	865	88.46	952	0.445	BG191034	BG191035
	867	88.46	952	0.445	BG191036	BG191037
	869	88.46	952	0.445	BG191038	BG191039
	871	88.46	952	0.445	BG191040	BG191041
	873	88.46	952	0.445	BG191042	BG191043
	875	88.46	952	0.445	BG191044	BG191045
	877	88.46	952	0.445	BG191046	BG191047
	879	88.46	952	0.445	BG191048	BG191049
	881	88.46	952	0.445	BG190868	BG190869
	883	88.46	952	0.445	BG190870	BG190871
	885	88.46	952	0.445	BG190872	BG190873
	887	88.46	952	0.445	BG190874	BG190875
SUB-TOTAL:		13,462.28		67.722		

SCHEDULE "A"

COLUMN I	COLUMN II	COLUMN III			
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.		
	Approx. Sq. Metres	Approx. Sq. Feet	%	Title #	Reverter#
(Building 11)					
Westview Crescent 876	130.86	1,408	0.658	BG190876	BG190877
North Vancouver, B.C. 878	121.88	1,312	0.613	BG190878	BG190879
V7N 3Y2 880	121.88	1,312	0.613	BG190880	BG190881
882	121.88	1,312	0.613	BG190882	BG190883
884	121.88	1,312	0.613	BG190884	BG190885
886	130.86	1,408	0.658	BG190886	BG190887
(Building 12)					
Westview Crescent 933	121.88	1,312	0.613	BG190888	BG190889
North Vancouver, B.C. 935	121.88	1,312	0.613	BG190890	BG190891
V7N 3Y3 937	121.88	1,312	0.613	BG190892	BG190893
939	121.88	1,312	0.613	BG190894	BG190895
941	121.68	1,310	0.612	BG190896	BG190897
943	121.68	1,310	0.612	BG190898	BG190899
(Building 13)					
Westview Crescent 930	130.92	1,410	0.660	BG190900	BG190901
North Vancouver, B.C. 934	121.76	1,310	0.613	BG190902	BG190903
V7N 3Y2 936	121.76	1,310	0.613	BG190904	BG190905
938	121.76	1,310	0.613	BG190906	BG190907
940	121.76	1,310	0.613	BG190908	BG190909
946	130.92	1,410	0.660	BG190910	BG190911
(Building 15)					
Westview Crescent 945	130.90	1,409	0.659	BG190912	BG190913
North Vancouver, B.C. 947	121.88	1,312	0.613	BG190914	BG190915
V7N 3Y3 949	121.68	1,310	0.612	BG190916	BG190917
951	121.68	1,310	0.612	BG190918	BG190919
953	121.68	1,310	0.612	BG190920	BG190921
955	130.90	1,409	0.659	BG190922	BG190923
(Building 14)					
Westview Crescent 948	131.04	1,411	0.660	BG190924	BG190925
North Vancouver, B.C. 950	121.88	1,312	0.613	BG190926	BG190927
V7N 3Y2 954	121.88	1,312	0.613	BG190928	BG190929
956	121.88	1,312	0.613	BG190930	BG190931
960	121.88	1,312	0.613	BG190932	BG190933
962	121.88	1,312	0.613	BG190934	BG190935
968	121.88	1,312	0.613	BG190936	BG190937
972	121.68	1,310	0.612	BG190938	BG190939
978	121.68	1,310	0.612	BG190940	BG190941
980	121.68	1,310	0.612	BG190942	BG190943
SUB-TOTAL:	17,667.36		88.879		

SCHEDULE "A"

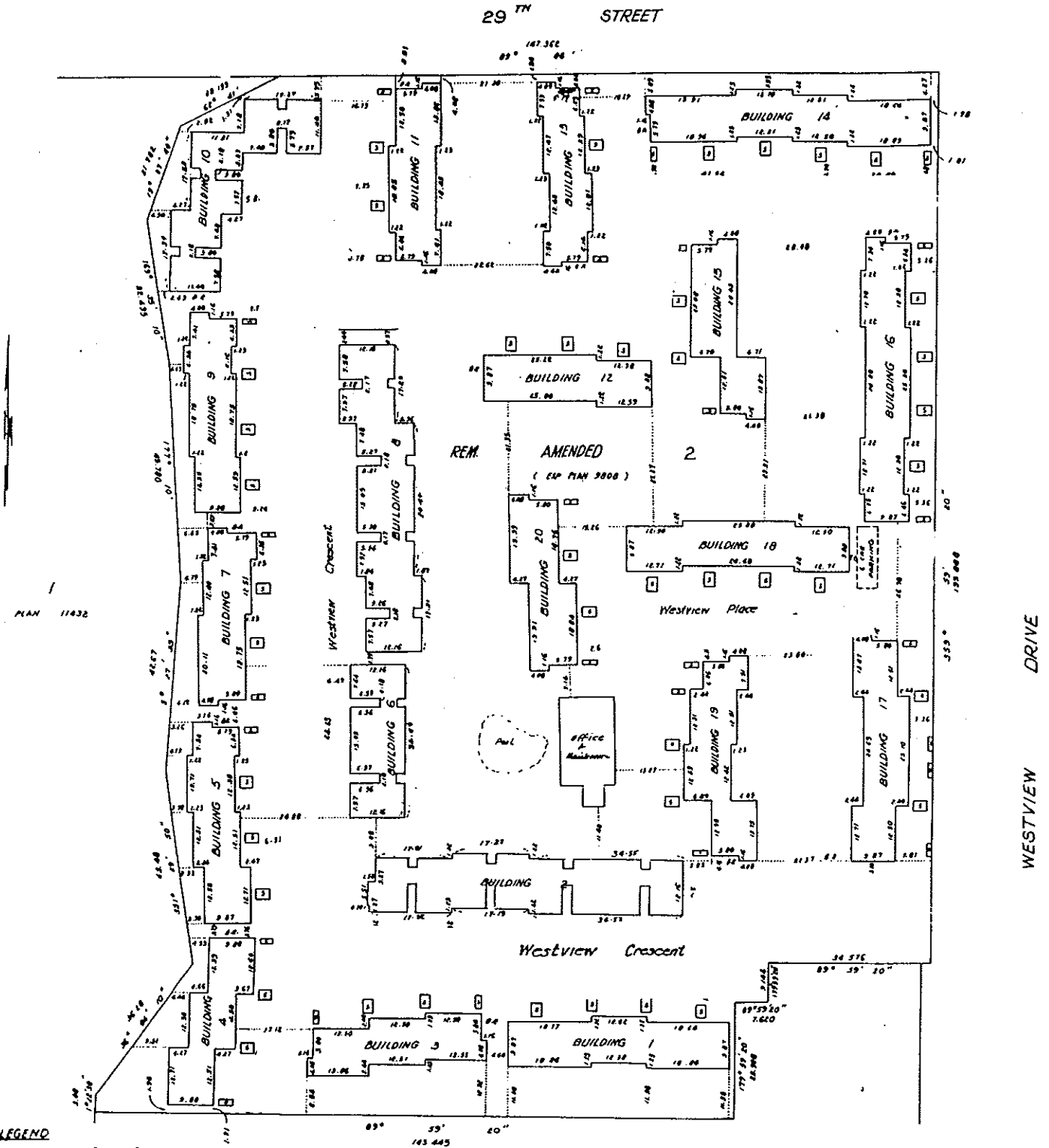
Sheet 6

COLUMN I	COLUMN II		COLUMN III		
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent), Title No. and Reverter No.		
	Approx. Sq. Metres	Approx. Sq. Feet	%	Title #	Reverter#
(Building 17)					
Westview Drive 2,645	121.88	1,312	0.613	BG191050	BG191051
North Vancouver, B.C. 2,651	121.88	1,312	0.613	BG191052	BG191053
V7N 3X2 2,655	121.88	1,312	0.613	BG191054	BG191055
2,659	121.88	1,312	0.613	BG191056	BG191057
2,665	121.88	1,312	0.613	BG191058	BG191059
2,669	121.88	1,312	0.613	BG191060	BG191061
2,673	121.68	1,310	0.612	BG191062	BG191063
2,675	130.86	1,408	0.658	BG191064	BG191065
(Building 16)					
Westview Drive 2,711	121.68	1,310	0.612	BG191066	BG191067
North Vancouver, B.C. 2,719	121.68	1,310	0.612	BG191068	BG191069
V7N 3X1 2,727	121.68	1,310	0.612	BG191070	BG191071
2,735	121.68	1,310	0.612	BG191072	BG191073
2,739	121.88	1,312	0.613	BG191074	BG191075
2,745	121.88	1,312	0.613	BG191076	BG191077
2,749	121.88	1,312	0.613	BG191078	BG191079
2,755	121.88	1,312	0.613	BG191080	BG191081
2,759	121.88	1,312	0.613	BG191082	BG191083
2,765	131.06	1,412	0.660	BG191084	BG191085
TOTAL:	19,878.36		100.000		

SCHEDULE "B"

EXPLANATORY PLAN OF UNITS IN 20 BUILDINGS SITUATED ON
 AMENDED LOT 2 (EXPLANATORY PLAN 9808) EXCEPT PART IN PLAN 21426
 BLOCK 256 DISTRICT LOT 544 PLAN 11432

DEPOSITED IN THE VANCOUVER NEW WESTMINSTER LAND TITLE OFFICE
 UNDER NO. 10522



LEGEND
 BEARINGS AND DIMENSIONS
 DERIVED FROM PLAN 1416
 AND EXPLANATORY PLAN 9808

- ⊙ UNIT'S NOTE 115 (TYPICAL)
- ⊙ UNIT'S PART OF
- ⊙ UNIT'S STAIRCASE
- ⊙ UNIT'S POOL AREA
- ⊙ UNIT'S COMMON AREAS
- ⊙ UNIT'S PAVED
- ⊙ UNIT'S BALCONY

BEARING DIMENSIONS shown on this plan are to corners. Dimensions
 unit dimensions are given to the center of the unit.
 B.R. 06/17/52 B.M. 100

CERTIFIED COPY ATTEST TO
 LAND TITLE OFFICE RECORDS
 THIS 20 DAY OF June 1952

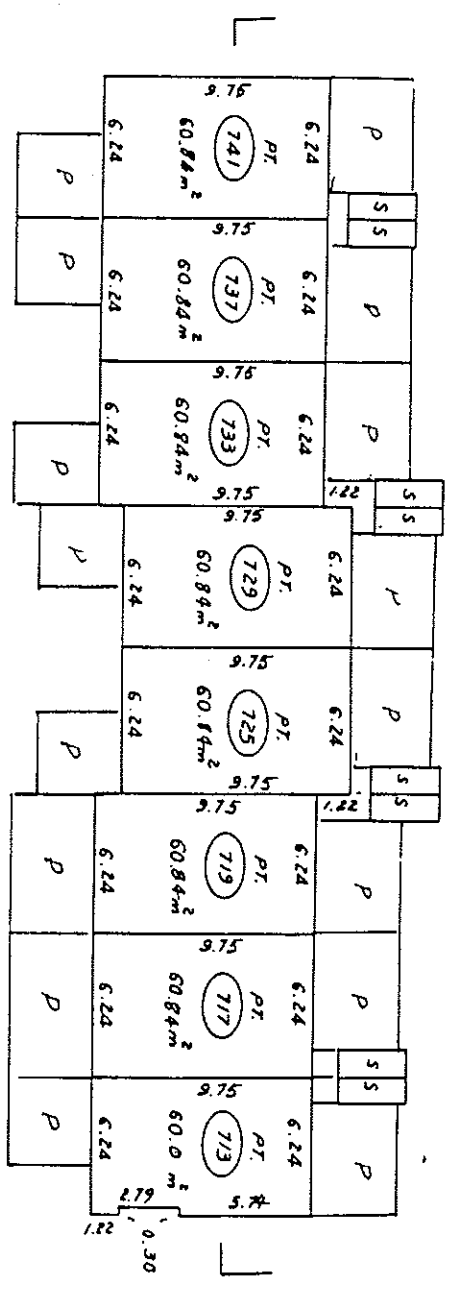
June 10, 1953

SCALE : 1 : 250

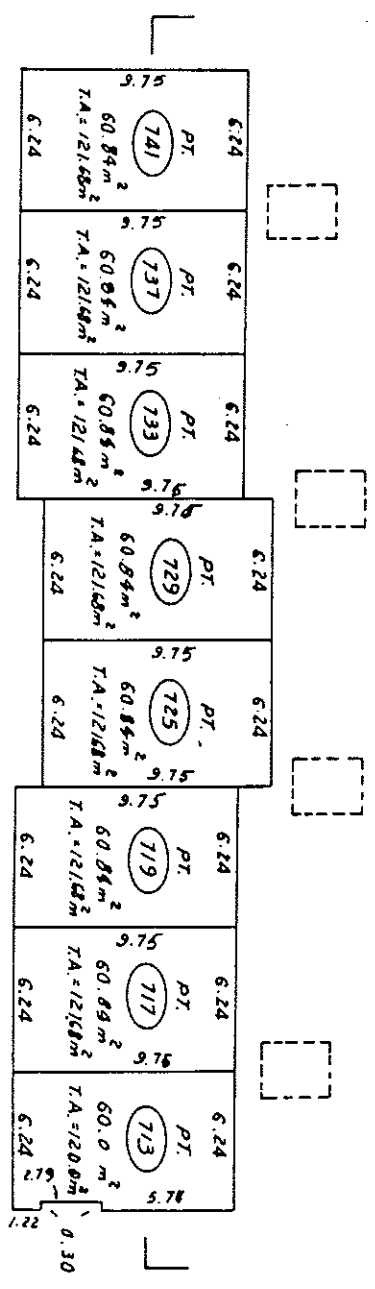


BUILDING 1

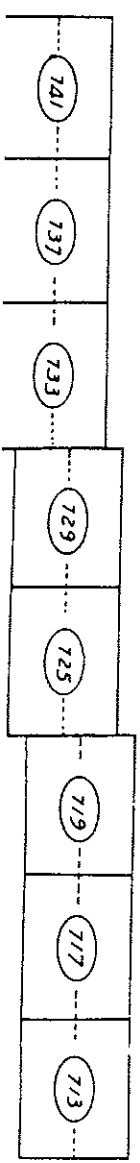
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2ND FLOOR



SECTION

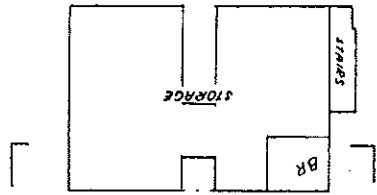


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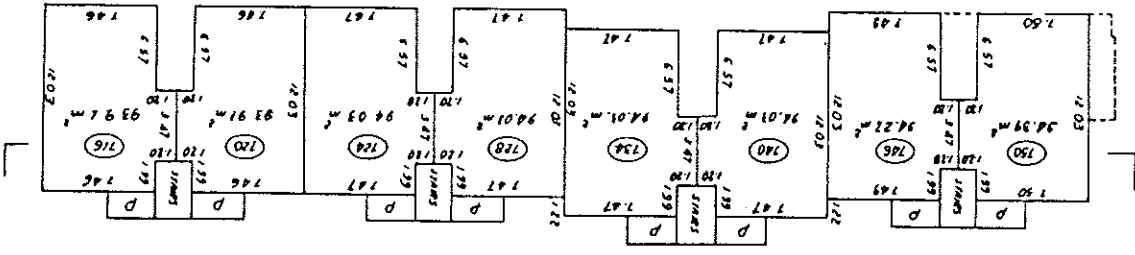
GROUND FLOOR

BUILDING 2

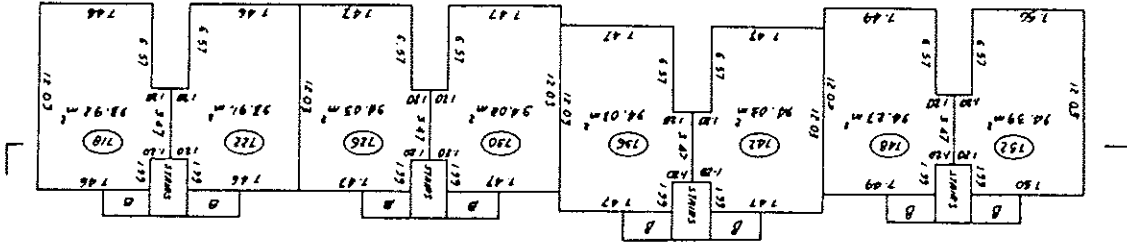
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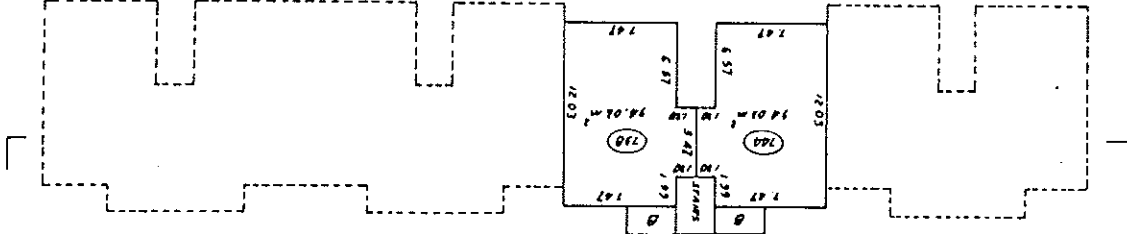
GROUND FLOOR



2ND FLOOR



3RD FLOOR

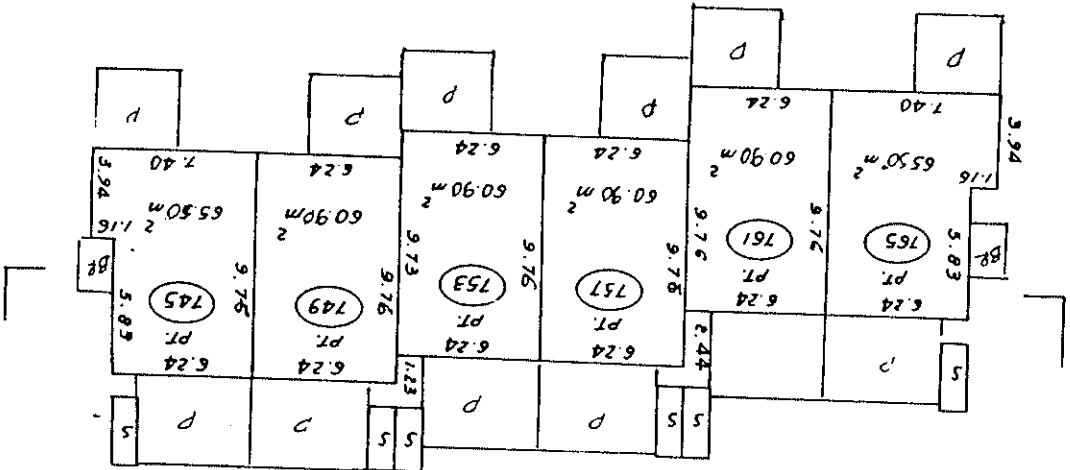


SECTION

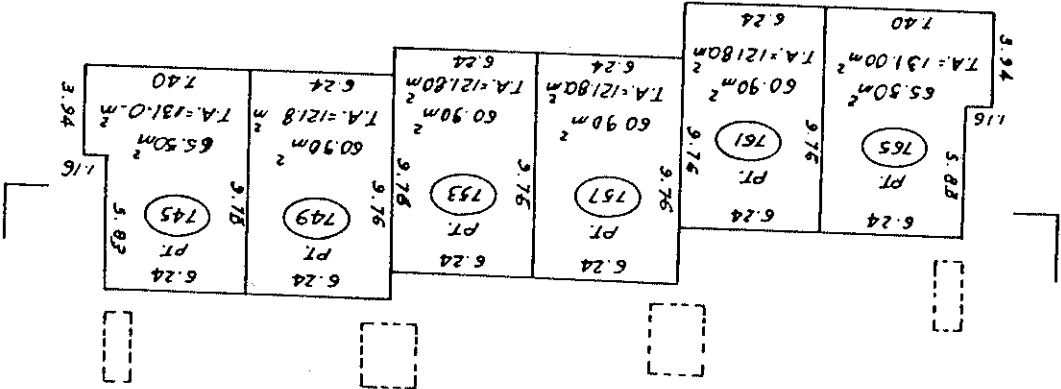
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BUILDING 3

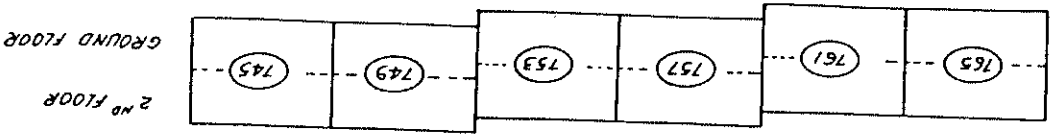
GROUND FLOOR



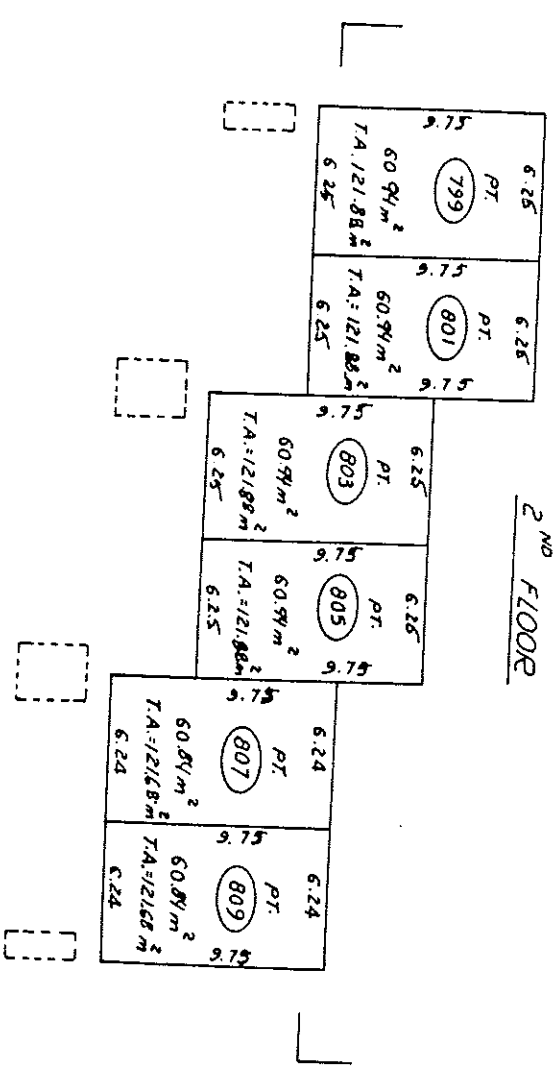
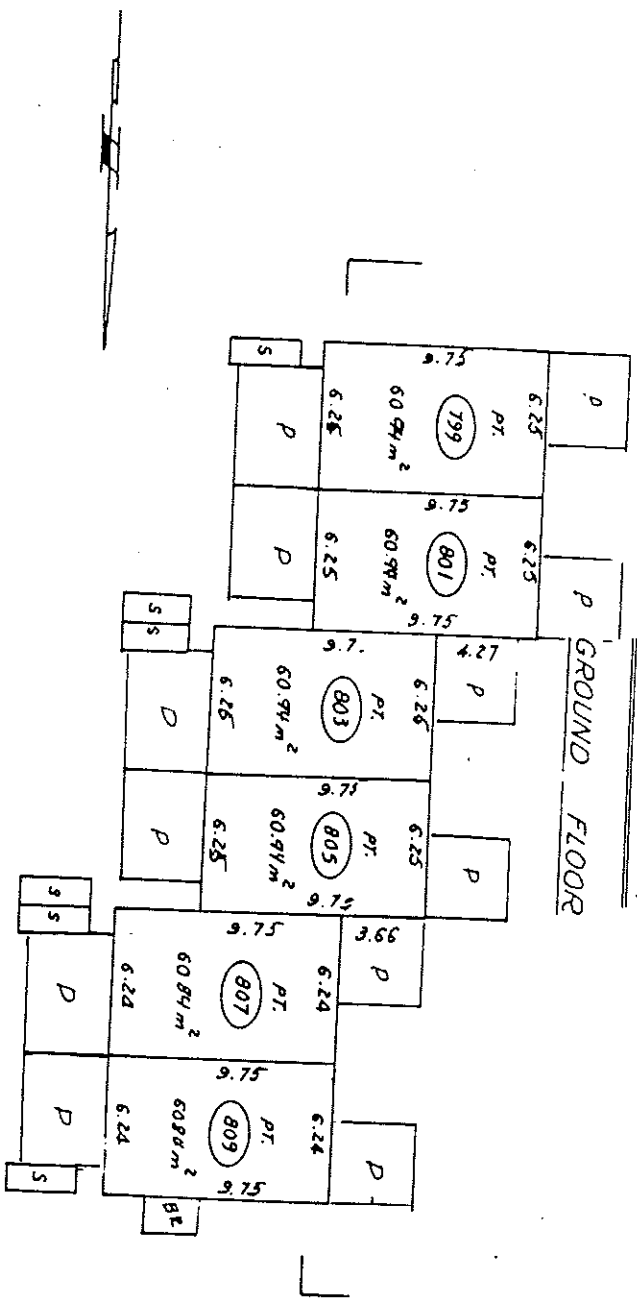
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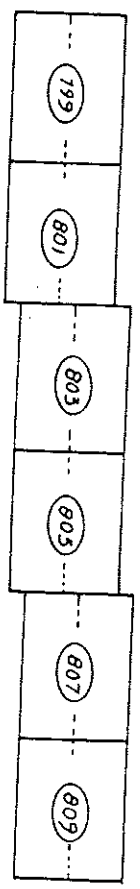
SECTION



BUILDING 4

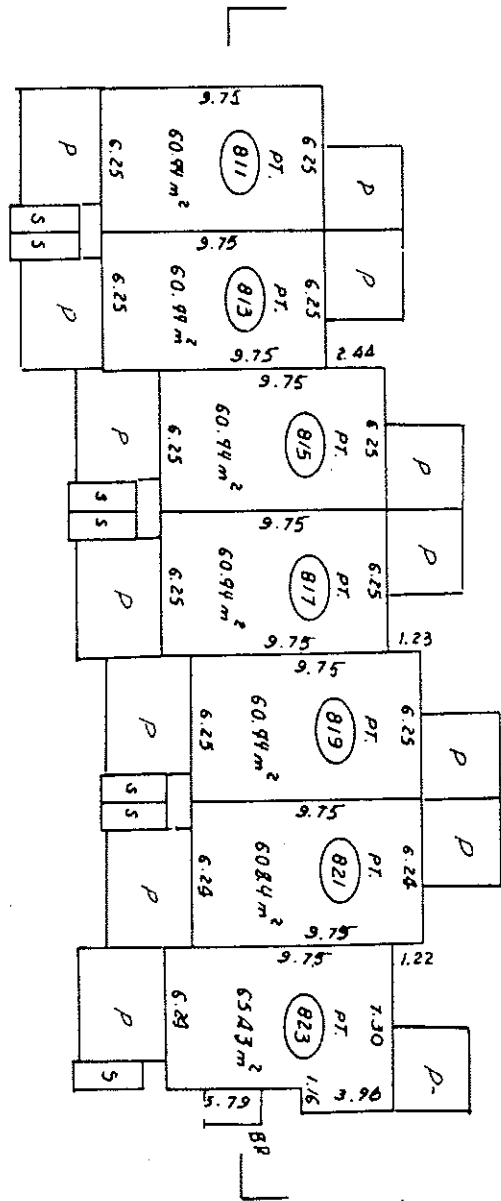


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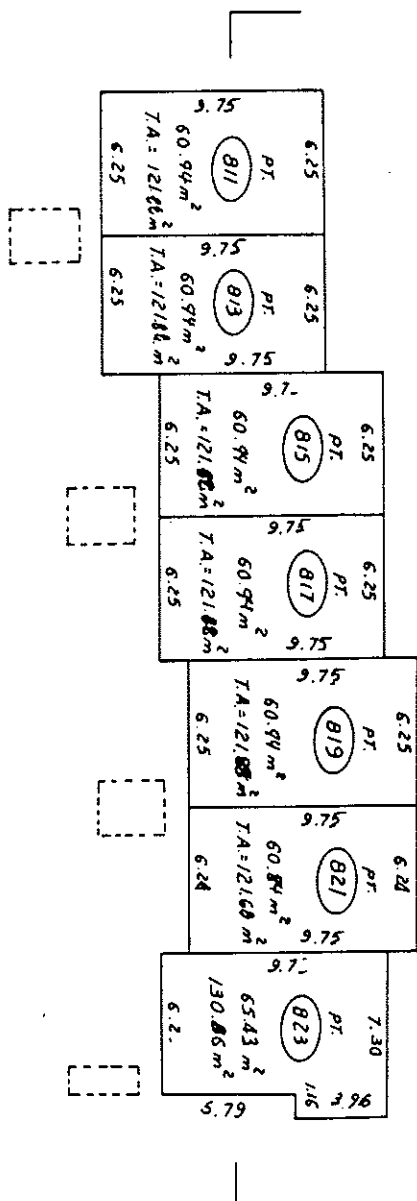


2ND FLOOR
GROUND FLOOR

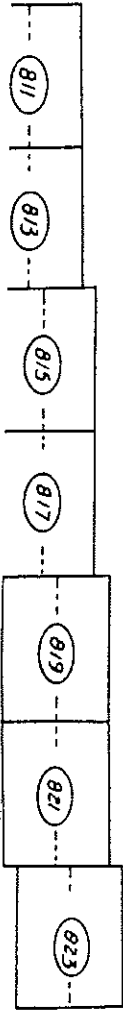
BUILDING 5
GROUND FLOOR



2ND FLOOR



SECTION

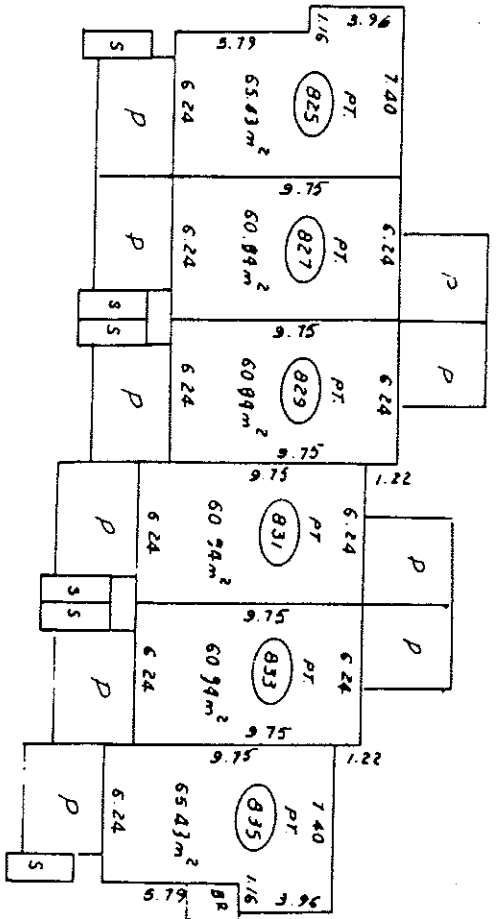


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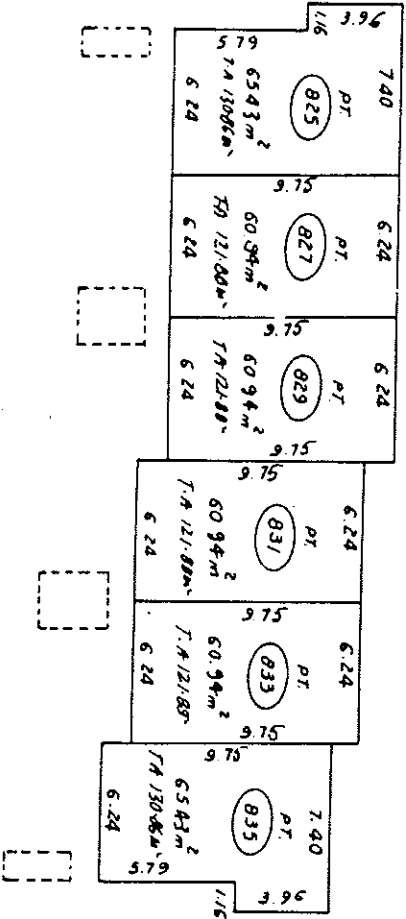
GROUND FLOOR

BUILDING 7

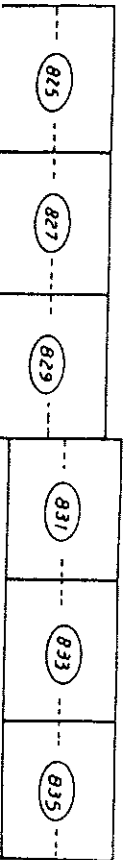
GROUND FLOOR



2ND FLOOR



SECTION

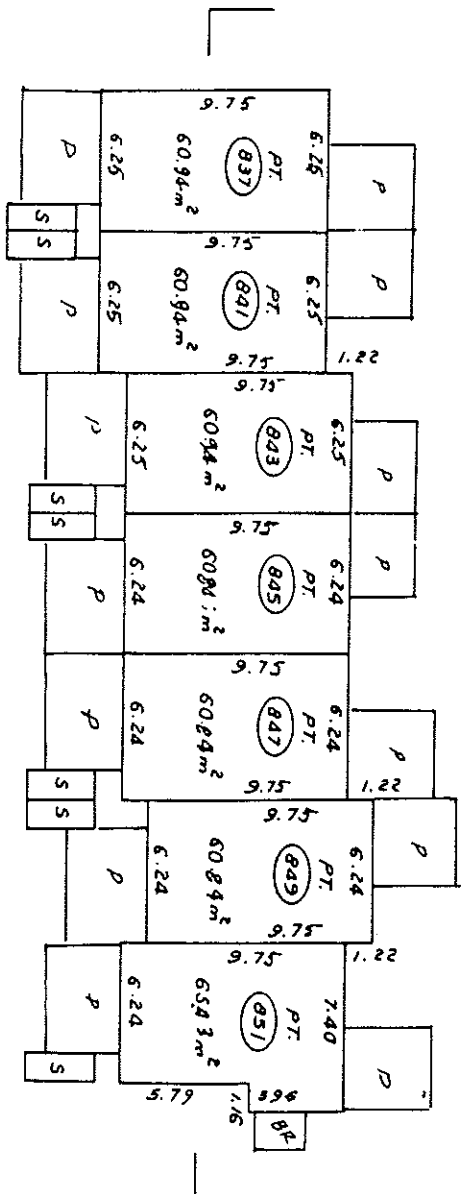


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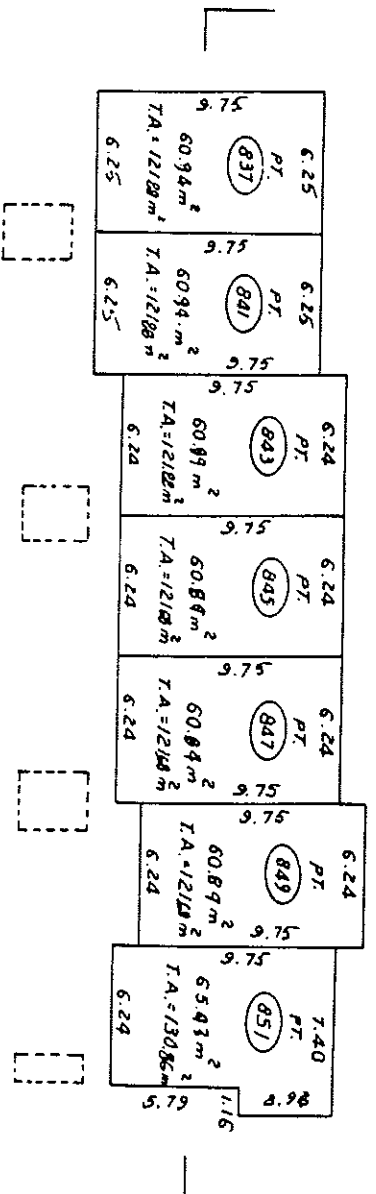
GROUND FLOOR

BUILDING 9

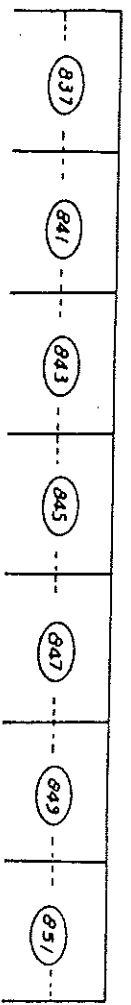
GROUND FLOOR



2ND FLOOR



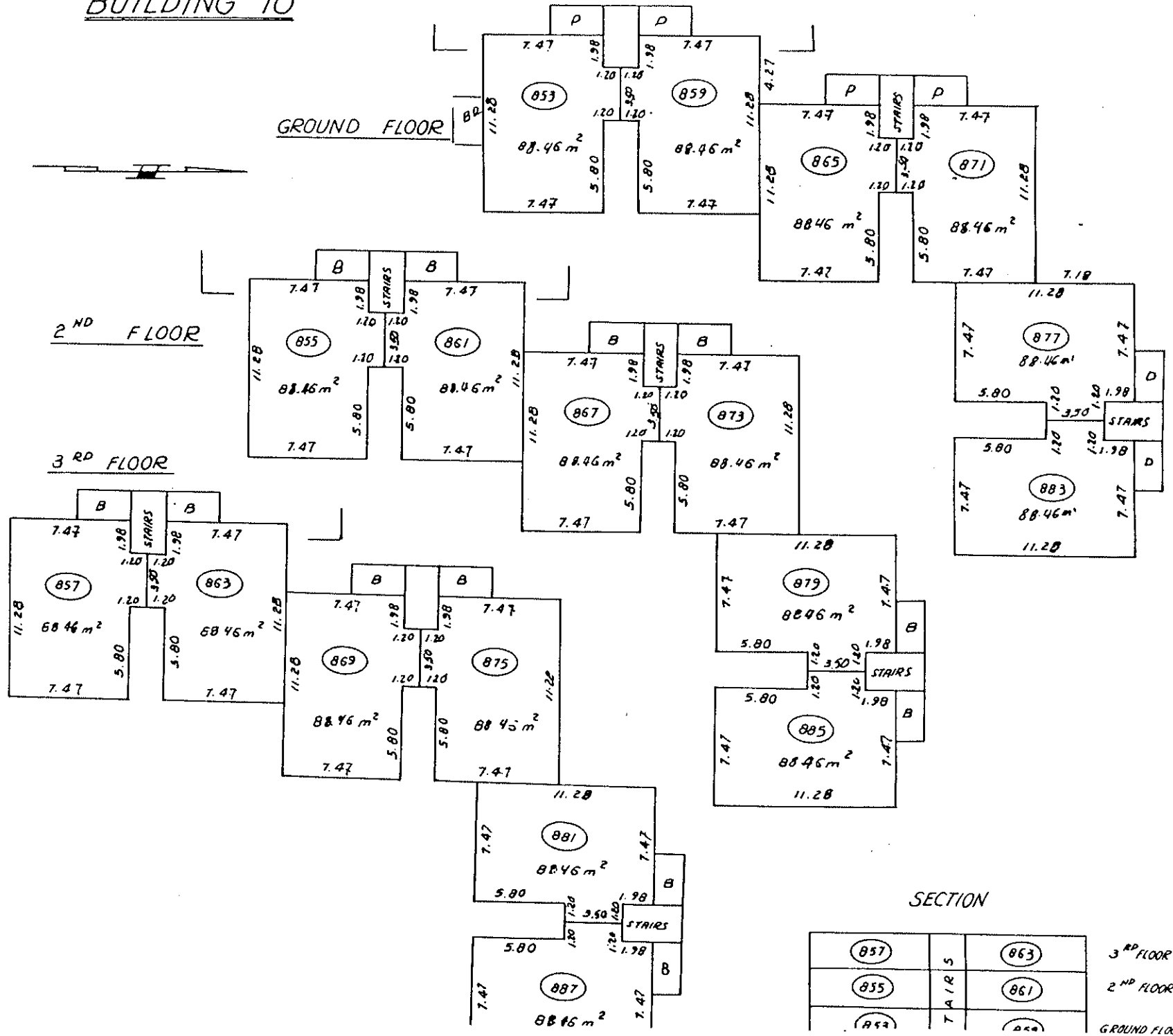
SECTION



2ND FLOOR

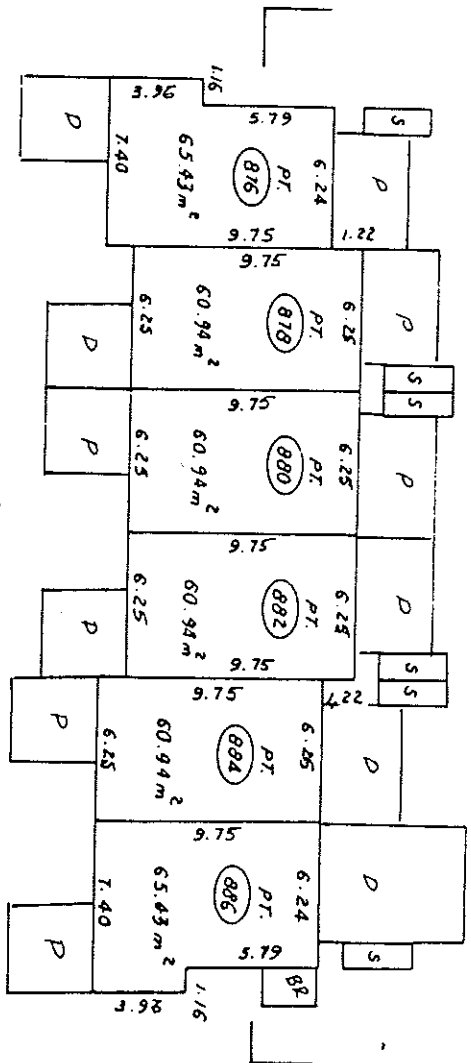
GROUND FLOOR

BUILDING 10

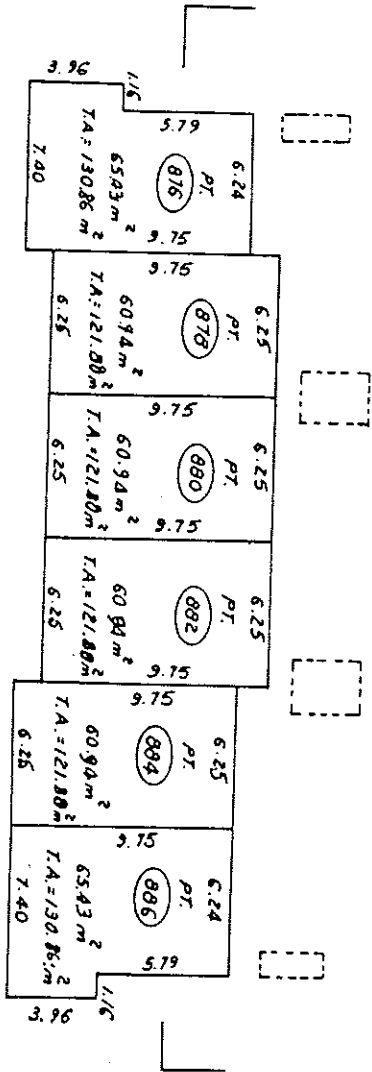


BUILDING 11

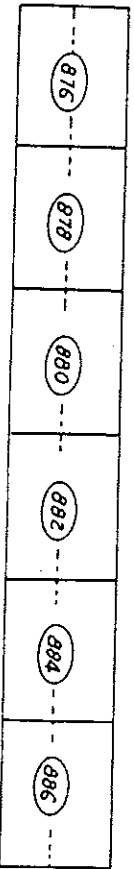
GROUND FLOOR



2ND FLOOR



SECTION

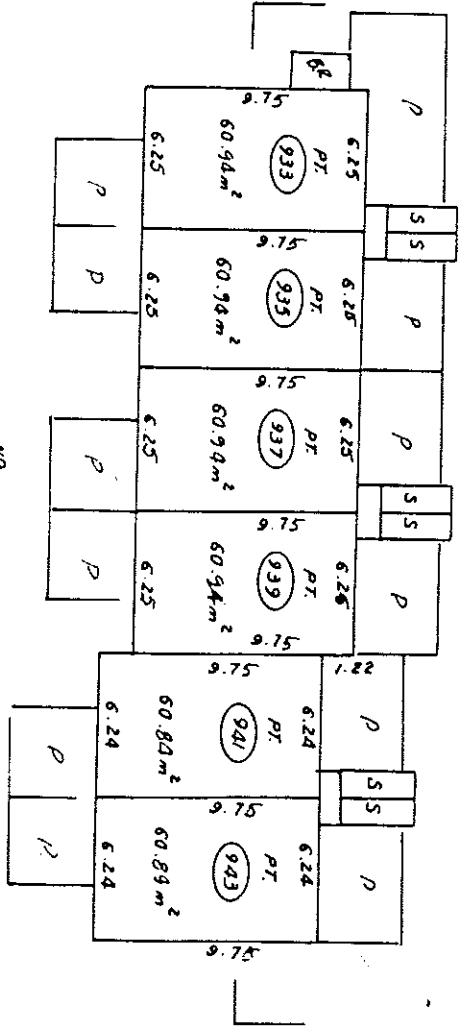


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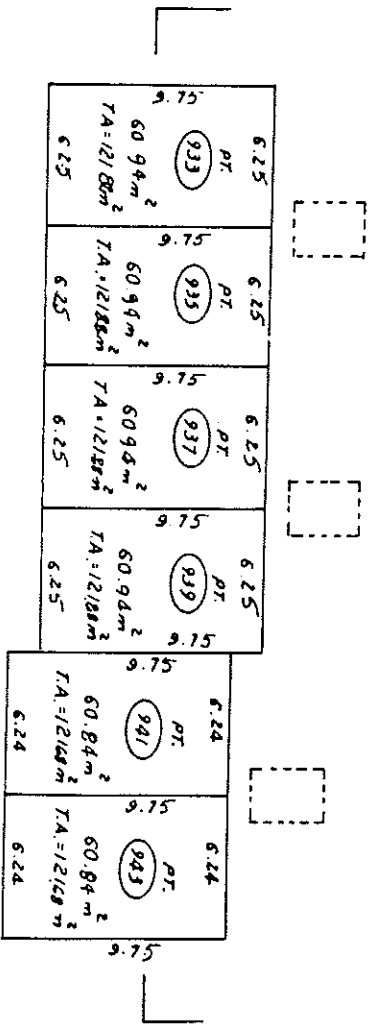
GROUND FLOOR

BUILDING 12

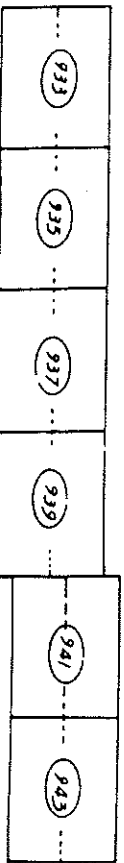
GROUND FLOOR



2ND FLOOR



SECTION

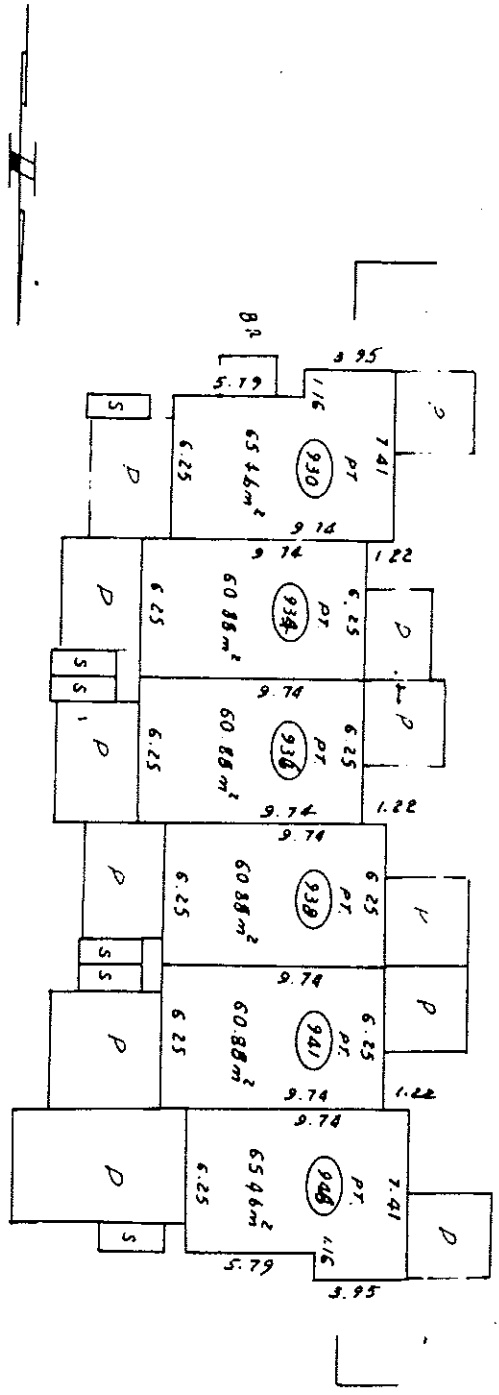


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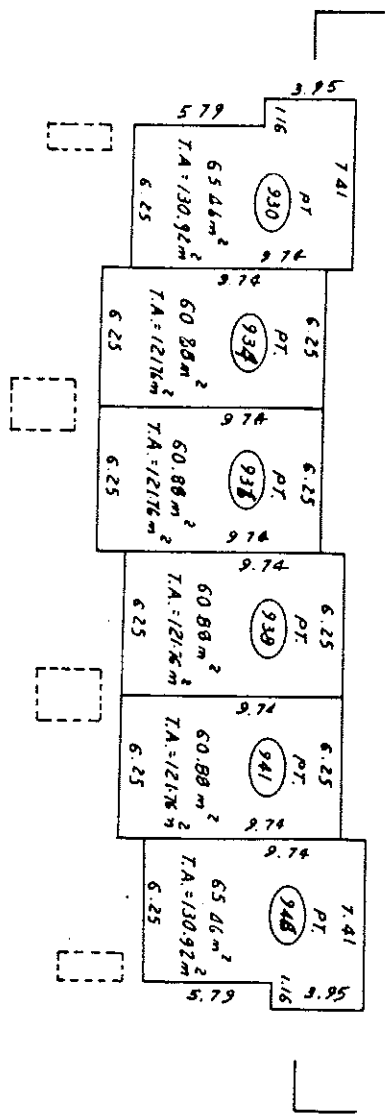
GROUND FLOOR

BUILDING 13

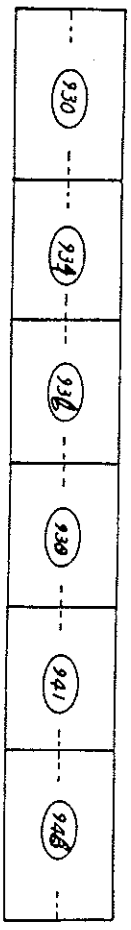
GROUND FLOOR



2ND FLOOR



SECTION

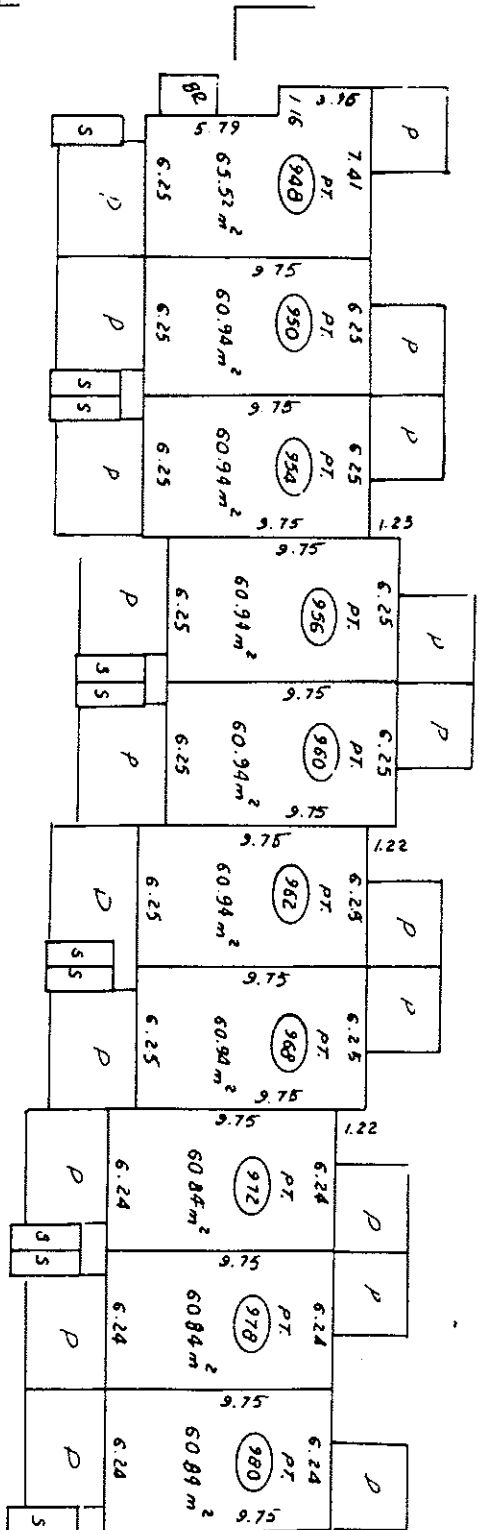


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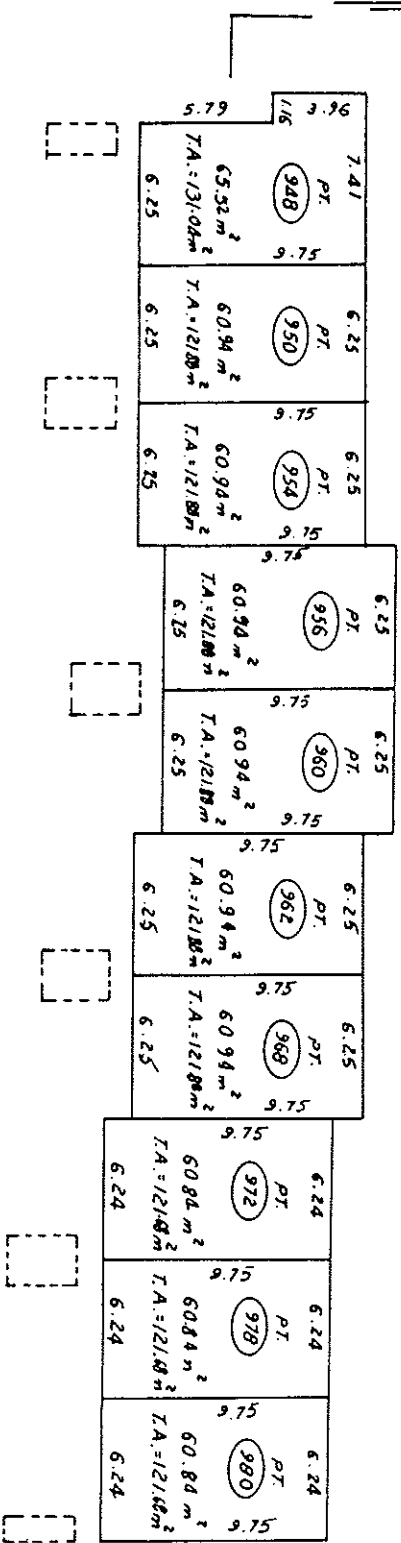
GROUND FLOOR

BUILDING 14

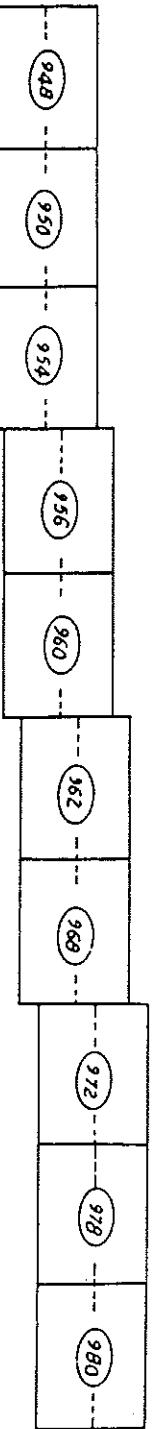
GROUND FLOOR



2ND FLOOR



SECTION

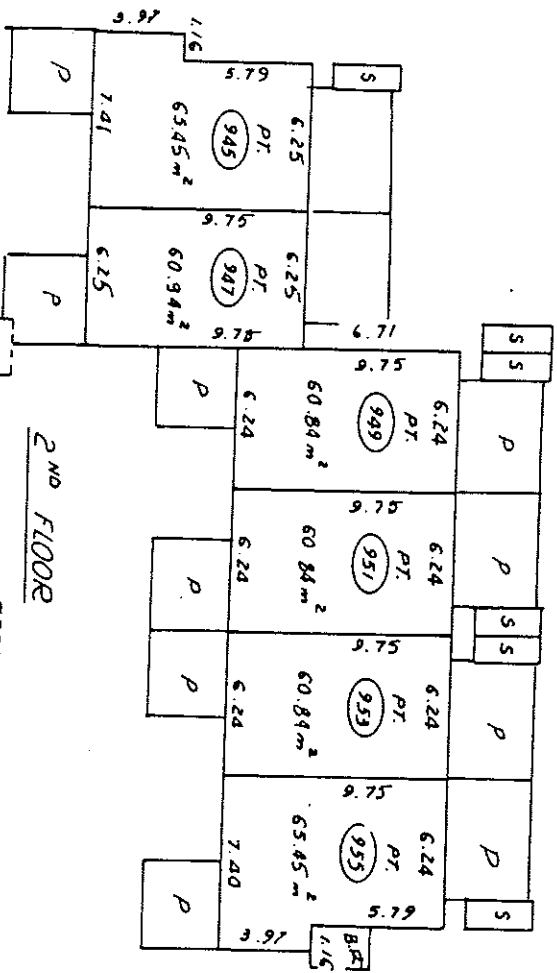


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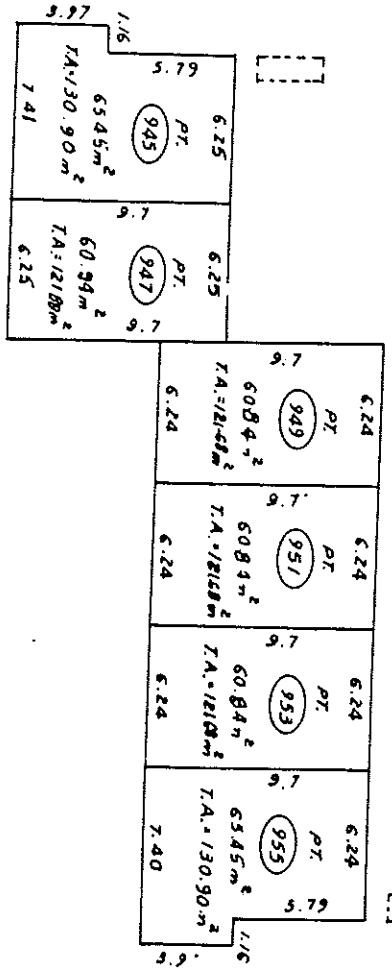
GROUND FLOOR

BUILDING 15

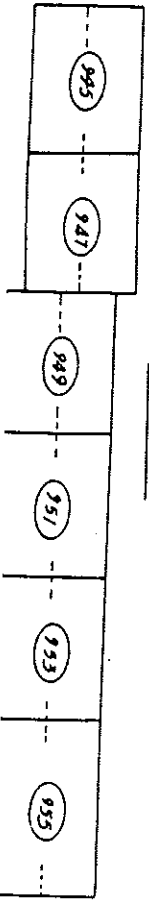
GROUND FLOOR



2ND FLOOR



SECTION

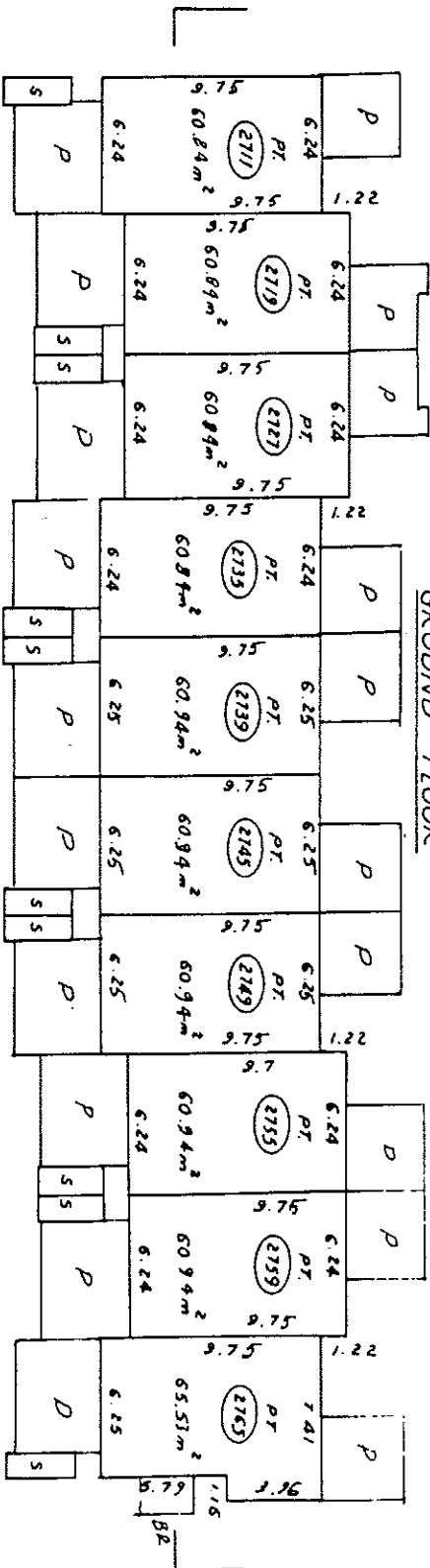


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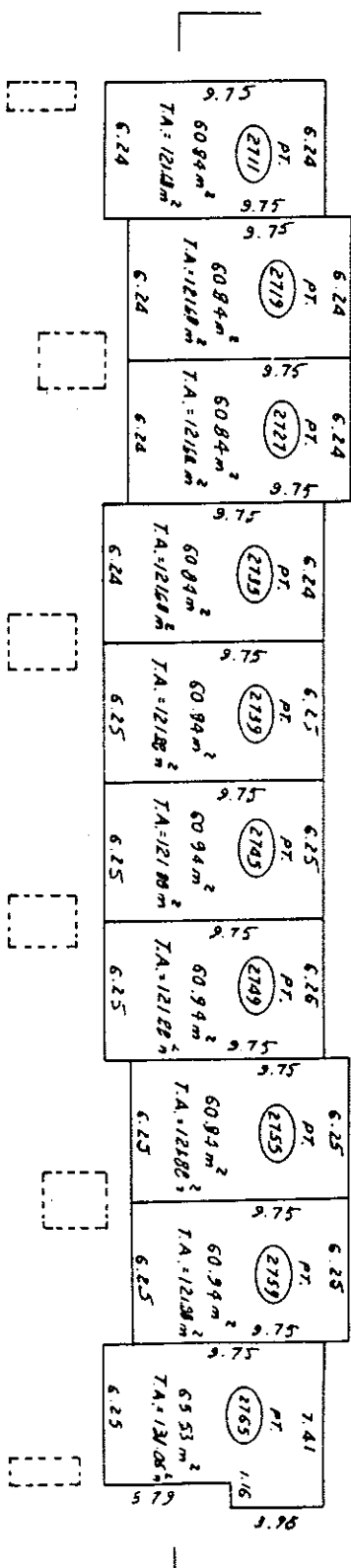
GROUND FLOOR

BUILDING 16

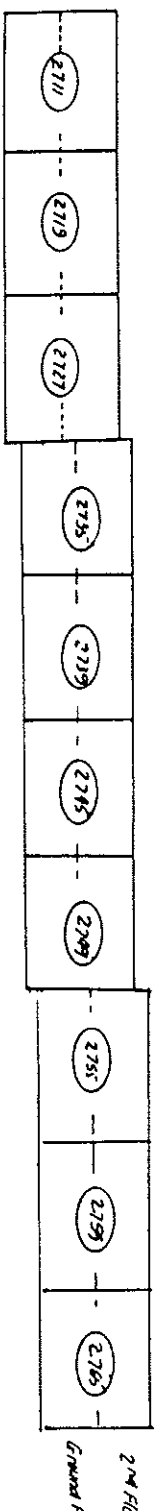
GROUND FLOOR



2ND FLOOR

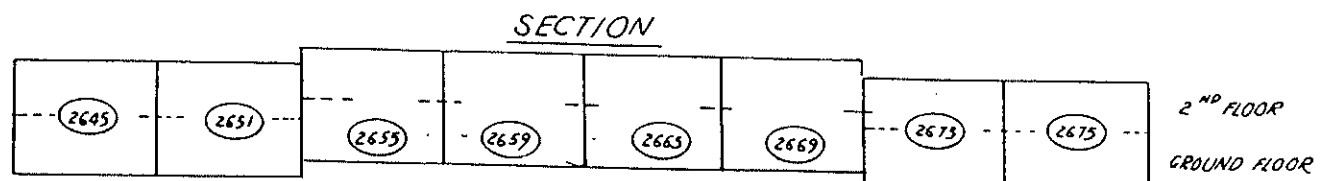
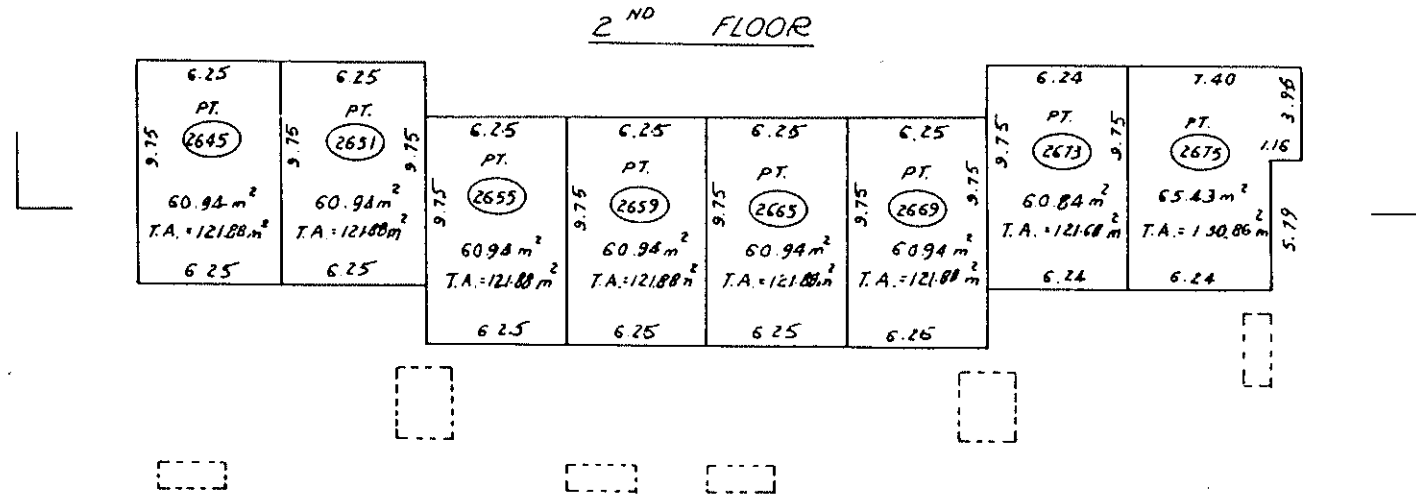
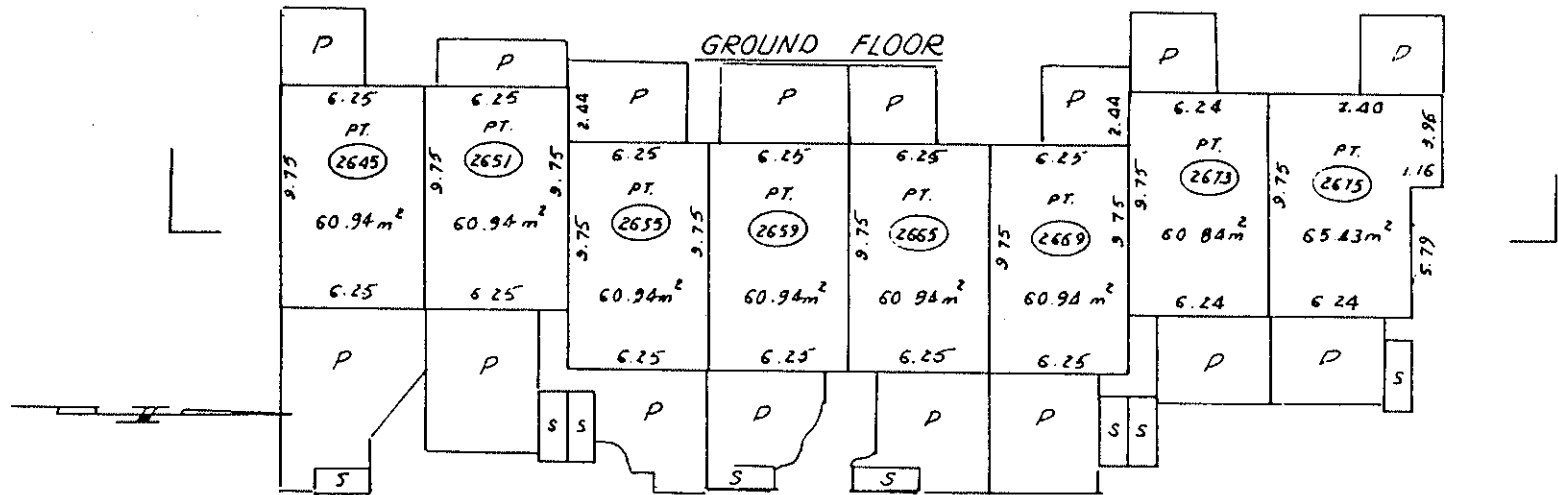


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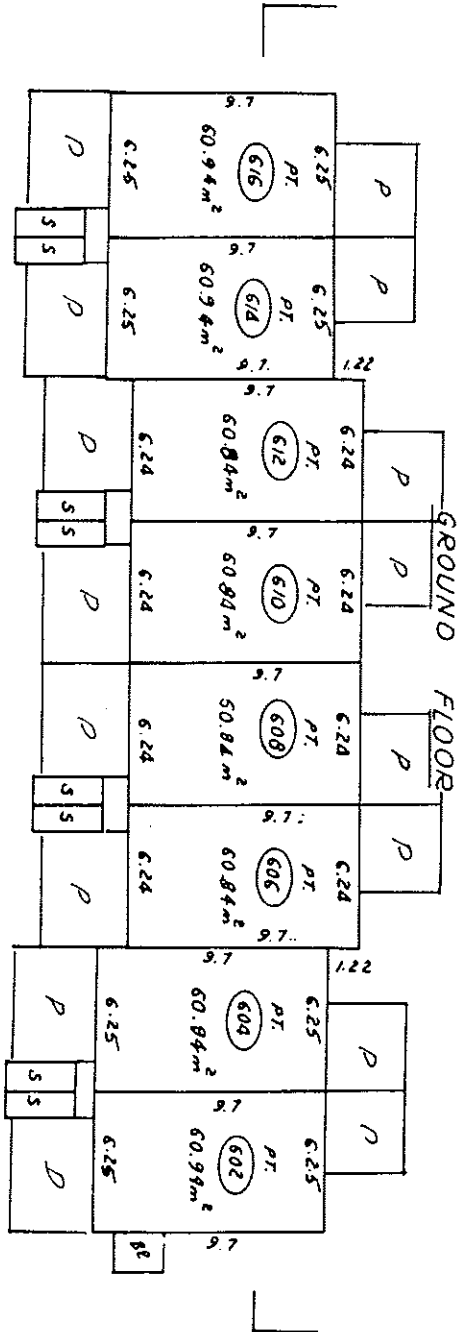


B2

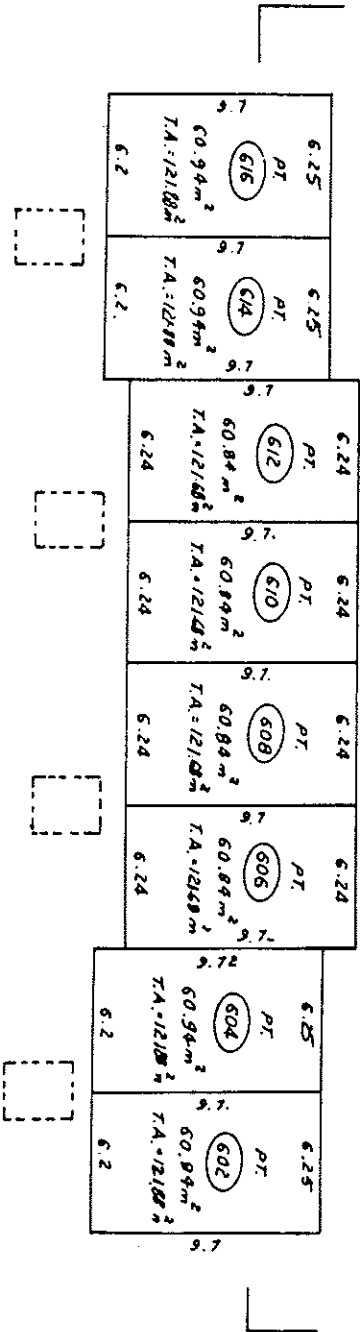
BUILDING 17



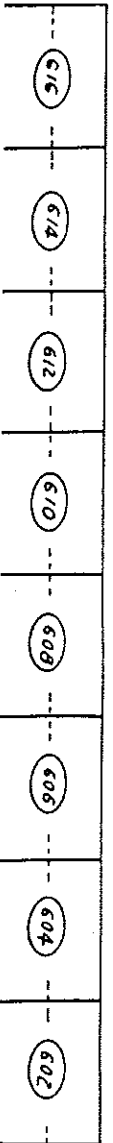
BUILDING 18



2ND FLOOR



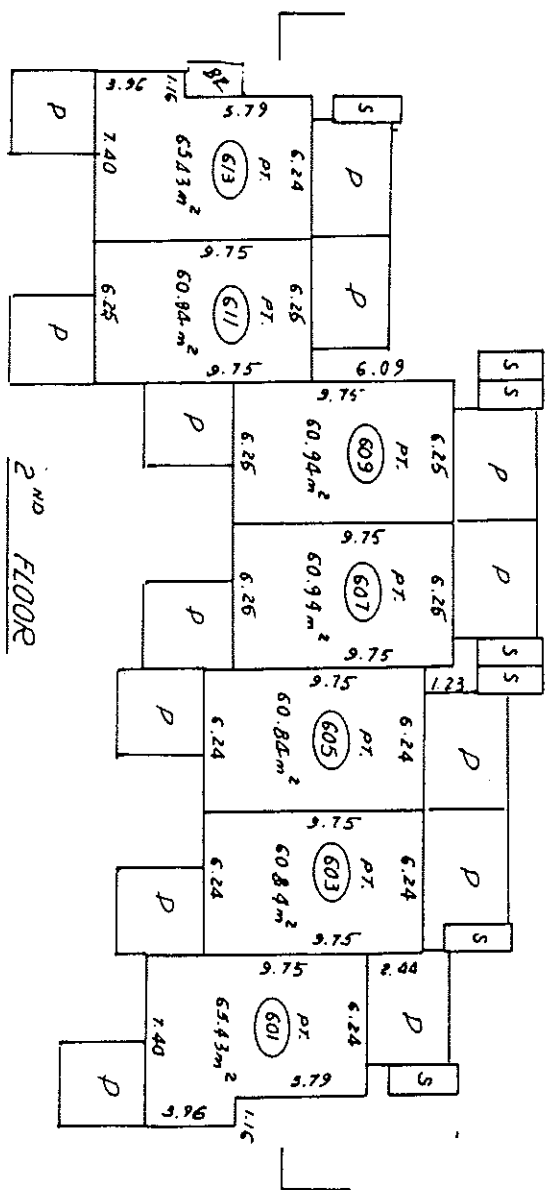
SECTION



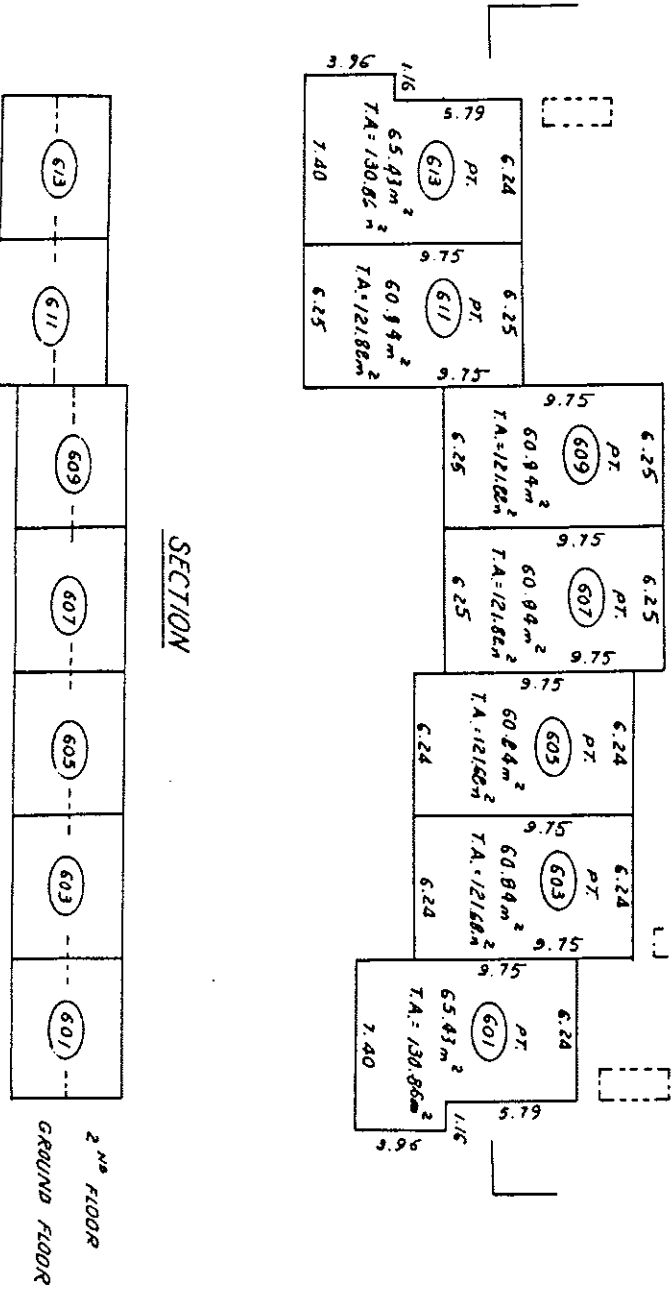
2ND FLOOR
GROUND FLOOR

BUILDING 19

GROUND FLOOR



SECTION



SCHEDULE "C"

USER AGREEMENT

The Vendor hereby designates the Unit, any adjoining balcony and the car parking space allocated to the Purchaser, for the exclusive use, occupation, possession and enjoyment (the "User Rights") of the Purchaser subject to the following terms, covenants, conditions and provisos:

ARTICLE 1

PURCHASER'S COVENANTS

The Purchaser covenants and agrees with the Vendor: (the terms of Articles 1.01 - 1.08 inclusive being identical or similar to those set out in Section 115(a)-(h) inclusive of the Condominium Act of the Province of British Columbia, those set out in Articles 1.09 - 1.11 inclusive being identical or similar to those set out in Section 131(1) of the Condominium Act and those set out in the remaining subsections of this Article being additional thereto):

1.01 to permit the Vendor, its employees or agents, at all reasonable times on notice (except in cases of emergency when no notice shall be required), to enter the Unit for the purpose of inspecting the same and maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other unit or Common Property or Common Facilities, or for the purpose of ensuring that the covenants herein contained are being observed.

1.02 to forthwith carry out all work that may be ordered by any competent public or local authority in respect of the Unit other than work for the benefit of the Building generally, and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of the Unit.

1.03 to repair and maintain the Unit, including windows, and doors, and areas, allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest, or act of God excepted.

1.04 to use and enjoy Common Property and Common Facilities in a manner that will not unreasonably interfere with the use and enjoyment thereof by other purchasers or their families or visitors or other occupants of the Building.

1.05 not to use the Unit or permit the same to be used in a manner or for a purpose that will cause a nuisance or hazard to any occupier of any other unit (whether a purchaser or not) or his family.

1.06 to notify the Vendor forthwith upon any change of ownership or of any mortgage or other dealing in connection with the Undivided Interest or User Rights with respect to the Unit.

1.07 to comply strictly with these covenants and with the rules and regulations forming Schedules "C" and "D" hereto and such further reasonable rules and regulations of general application as the Vendor may

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from time to time by special resolution adopt with respect to the enjoyment, safety and cleanliness of the Common Property or Common Facilities and of which written notice shall have been given to the Purchaser provided that the same shall not restrict the rights contained in Article 1.13 or relax the restrictions contained in Article 1.15.

1.08 to receive the written permission of the Vendor before undertaking any alterations to the exterior or structure of the Unit, but permission shall be refused if the proposed alterations would weaken a bearing wall or column or interfere with pipes, wires, cables, chutes, ducts, or other facilities serving other units or comprising part of the Common Property.

1.09 not to use the Unit for any purpose which may be illegal or injurious to the reputation of the Building or for any business or commercial undertaking.

1.10 not to make undue noise in or about the Unit or Common Property.

1.11 not to keep any animals on or in the Unit or the Common Property after notice in that behalf from the Vendor.

1.12 to pay charges for light and power supplied, delivered, provided to or made available for use in the Unit.

1.13 so long as the Purchaser is not in default hereunder and subject to Articles 6.03 and 6.05 hereof, the Purchaser may transfer or mortgage the Undivided Interest or sub-grant User Rights or part with possession of the Unit without the Vendor's prior consent, provided that the Purchaser shall deliver to the Vendor a copy of any such transfer, mortgage, sub-grant or other document parting with possession of the Unit in which shall be expressed the full name and address of such transferee, mortgagee, sub-grantee or other person obtaining the right to possession of the Unit, within 10 days after such transaction being entered into.

1.14 that the Purchaser shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned by the acts of the permitted in Article 1.01 and the Purchaser shall have no right to use, occupy, possess or enjoy any unit shown on the Explanatory Plan described in Item 2 of the Transfer other than the Unit.

1.15 that the Purchaser shall not require any existing tenants of the Unit to vacate the Unit, unless such tenants are in default in a material term of their tenancy agreement, prior to May 31, 1995.

1.16 that the Vendor may remove privileges or fix fines for any breach of the Purchaser's covenants, conditions, agreements provisos or rules and regulations herein contained or adopted pursuant to Article 1.07 and the Purchaser agrees to pay to the Vendor on demand any fines so fixed. Where the Vendor wishes to impose fines of more than \$25.00 it shall, by special resolution, amend this Article and the resolution shall recite the Article and the maximum amount of new fines which may be imposed.

ARTICLE 2

VENDOR'S COVENANTS

The Vendor covenants and agrees with the Purchaser to perform the following duties: (those set out in Articles 2.01 to 2.08 inclusive being identical or similar to those set forth in Section 116(a) - (h)

inclusive of the Condominium Act of the Province of British Columbia, those set out in Articles 2.09 to 2.13 inclusive being identical or similar to those set out in Section 34(1) of the Condominium Act, those set out in the Articles 2.14 and 2.15 being additional thereto and those set out in Article 2.16 being identical or similar to those set out in Section 35 of the Condominium Act of the Province of British Columbia):

2.01 to control, manage, and administer the Common Property and Common Facilities for the benefit of all Owners.

2.02 to keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool, and recreational facilities, if any, and other apparatus and equipment used in connection with Common Property and Common Facilities.

2.03 to maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls, and lobbies.

2.04 to maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes, and ducts for the time being existing in a unit and capable of being used in connection with the enjoyment of more than one unit or Common Property.

2.05 on the written request of the Owner or mortgagee of the Owner, to produce to the Owner or mortgagee, or person authorized in writing by him, the insurance policies effected by the Vendor and the receipt for the last premium.

2.06 to maintain and repair the exterior of the Building(excluding windows, doors, balconies, and patios included in a Unit), including the decorating of the whole of the exterior of the Building.

2.07 to collect and receive all Common Expenses payable by Owners and deposit the same with a savings institution.

2.08 to pay all sums of money properly required to be paid on account of all services, supplies, and assessments pertaining to or for the benefit of the Land, Common Property and Common Facilities.

2.09 to obtain and maintain insurance on the Building and the Common Facilities to the full replacement values and to obtain and maintain insurance in respect of any other perils including liability as provided or required by Article 3.

2.10 to review annually the adequacy of the insurance.

2.11 to pay premiums on policies of insurance effected by it under Article 3.

2.12 to keep in a state of good and serviceable repair and properly maintain Common Property and Common Facilities.

2.13 subject to the terms of Article 1.02, to comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect of the Land, the Building or Common Facilities.

2.14 to provide or engage the services of such staff as may be requisite for the performance of its duties hereunder.

2.15 to pay Taxes.

- 2.16 (a) to establish and hold the Contingency Reserve Fund contemplated by Article 5.02 in a separate interest bearing trust account in a savings institution;
- (b) to credit interest on the trust account to the Common Expense Fund;
- (c) to ensure that withdrawals of funds from the trust account shall require the signature of a person authorized by the Vendor and, after establishment of the Management Board, the countersignature of a person authorized by the Management Board;
- (d) not to make expenditures out of the Contingency Reserve Fund without a special resolution of the Vendor unless the Vendor or, after establishment of the Management Board, the Management Board, considers the expenditure is necessary to meet an emergency.

ARTICLE 3

VENDOR'S INSURANCE

The Vendor covenants and agrees with the Purchaser: (the terms of Articles 3.01 (a) and (b) being identical or similar to those set forth in Section 54(1) (a) and (b) of the Condominium Act of the Province of British Columbia, those set out in Article 3.02 being identical or similar to those set out in Section 55(2) of the Condominium Act and those set out in Article 3.03 being identical or similar to those set out in Section 54(4) of the Condominium Act):

- 3.01 (a) to obtain and maintain insurance in respect of the Building and Common Facilities to the replacement value thereof against fire; and against such other perils as are usually the subject of insurance in respect of similar properties.
- (b) to obtain and maintain insurance in respect of any other perils, including liability and loss of rental value of the Units, to whatever amount in its reasonable opinion it considers advisable.

3.02 The loss payee of the policy shall be the Vendor who shall forthwith use the proceeds for the repair or replacement of the damaged Building, Common Property and Common Facilities so far as the same may lawfully be effected and to the extent of the proceeds payable.

3.03 Where the proceeds of a policy of insurance under this Article is not sufficient to satisfy a claim made against the policy, the contribution of Owners toward the deficiency shall be in amounts proportionate to their Unit Entitlements.

ARTICLE 4

INTERRUPTION OF SERVICES

4.01 The Vendor does not warrant that any service or facility provided by it in accordance with the provisions of this User Agreement

will be free from interruption by reason of causes beyond its reasonable control including without limiting the generality of the foregoing maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour disputes, accidents, fuel shortages, government intervention, force majeure and acts of God. No such interruptions shall be deemed to be a disturbance of the Purchaser's enjoyment of the Unit nor render the Vendor liable for injury or in damages to the Purchaser nor relieve the parties from their obligations hereunder.

ARTICLE 5

COMMON EXPENSES

5.01 The Purchaser's contribution to the Common Expenses shall be levied in accordance with this Article. The Common Expenses attributable to all units shall be borne by the Purchasers in proportion to their Unit Entitlements calculated as set out in Article 5.06 hereto and as shown in Column III of Schedule "A" hereto.

5.02 "Common Expenses" in this User Agreement means the total amount paid or payable by the Vendor in the performance of its covenants and exercise of its powers in this User Agreement and includes but without restricting the generality of the foregoing, the amount paid or payable by the Vendor in connection with the maintenance, repair, operation, care, servicing, control, management and administration, of the Land, Building, Common Property and Common Facilities including the cost of providing heat, light, hot and cold water, scavaging services, insurance, and the cost incurred for maintaining the corporate existence and any other costs of the Management Company, for service, maintenance and property manager's (management company's) contracts, water rates and Taxes, business licenses, janitorial service, building maintenance service, resident manager salaries, staff salaries, legal and accounting charges, elevator maintenance and operation, electricity, cleaning of exterior surface of windows, utilities and all other expenses paid or payable by the Vendor in connection with the Land, Building, Common Property, and Common Facilities and includes an allowance for the Vendor for supervision and a Contingency Reserve Fund to be held by the Vendor, for the purpose of providing a reserve fund for payment of unusual or extraordinary future expenses and being not less than five percent (5%) of the total annual budget, until the reserve reaches an amount that the Vendor in its reasonable opinion considers sufficient having regard to the type of Building and thereafter such further amount of replacements of funds from time to time and over such a period of time as the Vendor in its reasonable opinion sees fit. "Common Expenses" shall not include any amount directly chargeable by the Vendor to any Purchaser or Purchasers except pursuant to this Article 5, after collection of the same. The Vendor agrees to exercise prudent and reasonable discretion in incurring "Common Expenses" consistent with its duties herein and in a manner similar to that of a Strata Corporation exercising like duties under the Condominium Act. In the event that the Vendor shall not have elected to engage, pursuant to the terms of Article 8.01 the services of a property manager (management company) to perform the duties and responsibilities of the Vendor as set forth in this User Agreement there shall be included as an item of "Common Expenses" such fair and reasonable fee from time to time based on those charged by management companies performing similar services for strata corporations under the Condominium Act where the Land is situate.

5.03 The Vendor may estimate the amount of Common Expenses for each calendar year and the Purchaser shall pay to the Vendor on the first day of each and every month during such calendar year a proportion of the Purchaser's Share of such estimated Common Expenses so that the Vendor will have sufficient funds on hand to pay the Common Expenses as they become due and payable.

5.04 In the event that the estimated Common Expenses shall be insufficient to pay all Common Expenses payable during any calendar year, the Vendor may estimate any such deficiency and the Purchaser shall pay to the Vendor the Purchaser's Share of such deficiency:

- a) on the first day of the month following delivery to the Purchaser of a statement identifying any such deficiency; or
- b) on the first day of each of the months prescribed by the Vendor commencing on the first day of the month following delivery to the Purchaser of a statement identifying any such deficiency;

so that the Vendor will have sufficient funds on hand to pay such deficiency as the same becomes due and payable.

5.05 In the event that the actual Common Expenses in any calendar year exceed the estimated Common Expenses for that calendar year the Purchaser agrees to pay, within 30 days of written demand by the Vendor, the Purchaser's Share of such excess and in the event that the actual Common Expenses in any calendar year is less than the estimated Common Expenses for that year, the Vendor agrees to refund the excess to the Purchaser. The actual Common Expenses shall be calculated by the Vendor for each calendar year in accordance with generally accepted accounting principles.

5.06 "Purchaser's Share" and "Unit Entitlement" mean the ratio which the area of the Unit shown in Column II of Schedule "A" hereto bears to the total area of all units in the Building, which ratio is hereby agreed to be in percentage terms as applicable to the Unit, the percentage set forth in Column III of Schedule "A" hereto (being the same as the fractional interest as set forth in Item 2 of the Transfer).

ARTICLE 6

PROVISOS

Provided always and it is hereby agreed as follows:

6.01 If the Purchaser shall fail to perform any covenant, condition, agreement, proviso, rule or regulation herein contained or adopted pursuant to Article 1.07, the Vendor may (but shall not be obligated so to do) perform the same as agent for the Purchaser and all amounts paid by the Vendor in respect thereof and all costs, damages and expenses (including the full cost of all legal expenses and the administrative costs of the Vendor) suffered or incurred by the Vendor in respect thereof shall be due and payable by the Purchaser to the Vendor on demand.

6.02 Any money payable hereunder and not paid by the Purchaser to the Vendor when due shall, without prejudice to any other right of the Vendor arising from such breach, bear interest at the rate of 5% per annum above the prime lending rate of the main branch of the Hongkong Bank of Canada (or any successor bank thereto) in the City of Vancouver until paid.

6.03 If the Purchaser is in default in fulfilling any covenant, condition, agreement, proviso, rule or regulation contained in the User Agreement, adopted pursuant to Article 1.07 or contained in the Schedule [Form E] forming part of the Transfer and if such default continues for a period of thirty days after notice thereof by the Vendor, except in the case of a non monetary default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Purchaser fails to proceed promptly after the service of such notice and with all due diligence to cure the same, then, in any of such events this User Agreement, the User Rights and all interests held by the Purchaser in this User Agreement with respect to the Unit shall determine and be at an end. On any such determination, the Vendor shall have the right to resume the User Rights with respect to the Unit as of its former estate subject to the terms of Article 9. The Certificate of the Vendor as to the determination of the User Agreement with respect to the Unit shall be conclusive evidence of its determination. Any notice to be given pursuant to this Article shall be given by the Vendor in writing concurrently to the Purchaser and to any Mortgagee of the Purchaser who shall have given notice in writing to the Vendor pursuant to the terms of Article 1.13 hereof and any such Mortgagee shall have the right in its own behalf to cure or proceed to cure any such default of the Purchaser within the period hereinbefore prescribed. If requested by any such Mortgagee the Vendor agrees with the Purchaser to enter into a direct covenant with any such Mortgagee in the terms of the immediately preceding sentence hereof.

6.04 The Purchaser acknowledges and agrees that the Vendor has complete, exclusive and full authority and power without notice to or agreement from the Purchaser or other Owners to retain for its exclusive use and benefit any and all consideration received for the use of any car parking spaces not designated by the Vendor for the exclusive gratuitous use of purchasers.

6.05 The User Rights with respect to the Unit shall not be assigned, transferred or mortgaged except in favour of a Purchaser or other successor in title to the Undivided Interest or a mortgagee of the Undivided Interest.

6.06 The User Rights with respect to the Unit shall run with the land, such that they shall enure to the benefit of all persons who may for the time being be holders of the Undivided Interest.

6.07 No condoning, excusing or over-looking by the Vendor of any default, breach or non-observance by the Purchaser at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Vendor's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Vendor herein in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the Vendor save only express waiver in writing. All rights and remedies of the Vendor in this User Agreement contained shall be cumulative and not alternative.

6.08 The parties hereto hereby declare and agree that no interest in land is or shall be created or shall be deemed to have been created by this User Agreement (as distinct from the Transfer) and no subdivision of land shall have been effected or shall be deemed to have been effected nor shall there be any intent by the parties to effect any division of subdivision of the Land, or to create divided interests in the Land by either the Transfer or this User Agreement and no leasehold relationship shall be created or be deemed to have been created by this User Agreement nor shall there be any intent by the parties to create the relationship of landlord and tenant between them for any term.

6.09 It is hereby declared and agreed that the Purchaser is and as the holder of the entire interest (in possession or reversion exceeding 3 years), in severalty in the Unit, has the sole and exclusive right free from any duty or requirement to consult with or obtain any concurrence from the holders of other User Agreements or undivided fee simple interests, as landlord to enter into and subject to Article 1.15 to terminate tenancy agreements (including any tenancy agreement entered into by any predecessor in title of the Purchaser as landlord) to collect, raise, recover and receive rents and to enforce the terms of any such tenancy agreement (including any tenancy agreement entered into by any predecessor in title of the Purchaser as Landlord) with respect to the Unit.

6.10 Notwithstanding the foregoing and to the extent (if at all) requisite, the Vendor hereby appoints the Purchaser as its agent to validate any notice given by the Purchaser to a tenant of the Unit.

6.11 On the assignment by Vendor named in Item 4 of the Transfer of the right of reverter with respect to the Undivided Interest such Vendor shall be free from any liability with respect to its covenants and obligations contained in this User Agreement and shall cease to enjoy any right to enforce covenants and agreements granted in its favour in this User Agreement.

6.12 POWERS OF VENDOR

The Purchaser agrees that the Vendor may exercise the following powers (being identical or similar to those set out in Section 117(a) to (i) inclusive of the Condominium Act of the Province of British Columbia):

The Vendor may:

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of the Common Property or Common Facilities;
- (b) after establishment of the Management Board borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for Common Expenses, or in the Contingency Reserve Fund;

- (e) make an agreement with an owner or occupier of a unit for the provision of amenities or services by it to the unit or to the owner or occupier;
- (f) grant an owner the right to exclusive use and enjoyment of Common Property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Vendor by unanimous resolution otherwise resolves;
- (g) by special resolution, designate an area (other than the area of any unit shown on the Explanatory Plan described in Item 2 of the Transfer) as limited common property for the exclusive use of one or more Owners and may remove the designation;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the Common Property or Common Facilities; and
- (i) do all things necessary for the enforcement of the Purchaser's covenants and the rules and regulations of the Vendor, and for the control management and administration of the Common Property and the Common Facilities generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Purchaser's covenants, rules and regulations.

ARTICLE 7

MANAGEMENT COMPANY

7.01 The Purchaser shall be entitled and agrees with the Owners and with the Vendor to incorporate a Management Company having as its only shareholders the Owners, to exercise and perform the powers and duties as set forth in Schedule "B" hereto.

ARTICLE 8

MANAGEMENT AGREEMENT

8.01 The Vendor shall have the right, power and authority to engage the services of a property manager (management company) to perform the duties and responsibilities of the Vendor as set forth in this User Agreement and at such fair and reasonable fee from time to time based on those charged by management companies performing similar services for strata corporations under the Condominium Act where the Land is situate.

ARTICLE 9

REGRANT OF UNDIVIDED INTEREST AND DETERMINED USER AGREEMENT

9.01 In the event of determination of this User Agreement (the "Determined User Agreement") by reason of any default thereunder on the part of the Purchaser and the determination of the interest of the Purchaser in the Land (the "Determined Undivided Interest") the Vendor agrees with the Purchaser to regrant, reconvey and retransfer the Determined Undivided Interest and to redesignate User Rights to the Unit on the same terms and conditions as were contained in the Transfer and the Determined User Agreement, to a person to be selected by the Vendor and for a sale price being the best price reasonably obtainable, and, to be determined by the Vendor. The sale price shall be paid to or on behalf of the Vendor and shall be applied firstly in or towards payment of all monies owing with respect to defaults under the Determined User Agreement, secondly in or towards all costs in connection with the regranting of the Determined Undivided Interest and User Rights to the Unit thirdly, in or towards payment of claims of mortgagees of the Determined Undivided Interest and Determined User Agreement in the order of their priority, if more than one, and fourthly any surplus shall be paid to the holder of the Determined Undivided Interest and Determined User Agreement. In the event of the determination of any user agreement subsequent to the Determined User Agreement the Vendor agrees with the Purchaser to regrant, reconvey and retransfer the determined Undivided Interest and User Rights to the Unit in the same manner and with the same effect as set forth above. The first mortgagee of the Determined Undivided Interest shall have the right to conduct the sale proceedings with respect to the Determined Undivided Interest and User Rights to the Unit if it so elects by notice in writing sent to the Vendor.

ARTICLE 10

ACCESS TO COMMON AREAS AND CAR PARKING

10.01 The Purchaser shall have the right in common with other Owners to use for the purposes of access and egress from their respective units, the entrance halls, staircases, corridors and elevators (if any) in the Building and to use the laundry rooms and storage facilities (as may be designated by the Vendor) in the Building for the purpose for which they are designed and to use such car parking space as may be designated by the Vendor for the exclusive use of the Purchaser on the terms and conditions set forth in Schedule "D".

ARTICLE 11

NOTICES

11.01 Any notice required or contemplated by this User Agreement shall be sufficiently given by personal delivery or by registered letter, postage pre-paid and mailed to the address of the party to whom such notice is to be given at the address of such party as given in the Transfer or in the case of subsequent purchasers at the address of such party as provided pursuant to the terms of Article 1.13 hereof or to such other address as either party or their successors may notify the other of in writing and any such notice shall be effective and shall be conclusively deemed to have been received as of the day of such personal delivery or as of the second business day after the day of such mailing. Notice to the Management Company shall be given to its registered office.

ARTICLE 12

INTERPRETATION

12.01 The headings of the Articles in this User Agreement are for convenience only and shall not constitute a part of the same. The definition of any words used in Article of this User Agreement shall apply to such words when used in any other Article hereof whenever the context is consistent.

ARTICLE 13

BINDING ON HEIRS, ETC.

13.01 The Transfer (including this User Agreement every Schedule hereto) and everything herein contained shall be binding on and shall enure to the benefit of all Owners to the same extent as if it had been signed and sealed by all Owners and formed a document to which all Owners were parties and shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives as the case may be of each of the parties hereto and every reference herein to any party shall include the heirs, executors, administrators, successors, and assigns or other legal representatives of such party subject to the terms hereof and where there is more than one Purchaser or there is a female party or a corporation the provisions hereof should be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

ARTICLE 14

DEFINITIONS

In this Agreement:

14.01 "Building" means a building or group of buildings in which Units are situate.

14.02 "Common Facility" means a facility that is available for the use of the Owners, and, without limiting the generality of the foregoing, may include a laundry room, playground, swimming pool, recreation centre, club house, tennis court or any other facility.

14.03 "Common Property" means so much of the Land as is not comprised in any unit and includes pipes, wires, cables, chutes, ducts or other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television services, garbage, heating and cooling systems and other systems contained within a floor, wall or ceiling of a Building, where the centre of the floor, wall or ceiling forms the common boundary of the unit with another unit or with Common Property.

14.04 "Contingency Reserve Fund" means the fund for expenditures other than annual, for the purposes set forth in the definition of "Contingency Reserve Fund" set forth in Section 1 of the Condominium Act of the Province of British Columbia.

14.05 "Land" means the lands and premises more particularly described in the Transfer and includes the Building and all structures and improvements, equipment, machinery and fixtures brought therein or appertaining thereto.

- 14.06 "Management Board" means the directors of the Management Company having the powers and duties as set forth in Schedule "B" to this User Agreement.
- 14.07 "Management Company" means the corporation incorporated by the Owners under the laws of the Province of British Columbia having as its only shareholders, the Owners and having the powers and duties as set forth in Schedule "B" to this User Agreement.
- 14.08 "Owner" means the Purchaser and the registered owner from time to time of an Undivided Interest and the holder of User Rights with respect to the Unit.
- 14.09 "Owners" means the Owner and the person from time to time owning other undivided interests in the Land and like user rights.
- 14.10 "Purchaser" includes the registered owner from time to time of the Undivided Interest and holder of User Rights with respect to the Unit.
- 14.11 "Purchaser's Share" has the meaning ascribed to it by Article 5.06 of this User Agreement.
- 14.12 "Right of Reverter" means the charge registered in the Land Title Office against the Undivided Interest in favour of the Vendor pursuant to the terms of paragraph 1 on Page 2 of the Transfer.
- 14.13 "Taxes" means all taxes, rates, local improvement rates, duties, charges, levies and assessments of every nature and kind whatsoever whether municipal, provincial, federal or otherwise now charged or hereafter to be charged upon or against the Land and the Building or with respect to the use and occupancy of the Land and the Building or the improvements, equipment, machinery and fixtures brought therein or appertaining thereto.
- 14.14 "Transfer" means the transfer (in Form A and the Schedule [Form E] thereto) of the Undivided Interest to which this User Agreement forms Schedule "1".
- 14.15 "Undivided Interest" means the undivided interest conveyed to the Purchaser in the title to the Land pursuant to the Transfer and undivided interest means any undivided interest in the title to the Land.
- 14.16 "Unit" has the meaning ascribed to it by paragraph 1 of page 2 of the Transfer and unit means any unit shown on the Explanatory Plan described in Item 2 of the Transfer.
- 14.17 "Unit Entitlement" has the meaning ascribed to it by Article 5.06 of this User Agreement.
- 14.18 "User Agreement" means this document including every Schedule hereto.
- 14.19 "Vendor" means the Transferor named in the Transfer and (except for the purposes of Paragraph 3(c) on Page 2 of the Transfer and Article 6.04 of this User Agreement) the Management Company on it becoming the holder of the Right of Reverter with respect to the Undivided Interest pursuant to Schedule "B" to this User Agreement.

SCHEDULE "A"

...For Schedule "C"

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 19)			
Westview Place 601	130.86	1,408	0.658
North Vancouver, B.C. 603	121.68	1,310	0.612
V7N 3X5 605	121.68	1,310	0.612
607	121.88	1,312	0.613
609	121.88	1,312	0.613
611	121.88	1,312	0.613
613	130.86	1,408	0.658
(Building 18)			
Westview Place 602	121.88	1,312	0.613
North Vancouver, B.C. 604	121.88	1,312	0.613
V7N 3X6 606	121.68	1,310	0.612
608	121.68	1,310	0.612
610	121.68	1,310	0.612
612	121.68	1,310	0.612
614	121.88	1,312	0.613
616	121.88	1,312	0.613
(Building 20)			
Westview Place 618	130.86	1,408	0.658
North Vancouver, B.C. 620	121.68	1,310	0.612
V7N 3X6 622	121.68	1,310	0.612
624	121.88	1,312	0.613
626	121.88	1,312	0.613
628	130.86	1,408	0.658
(Building 1)			
Westview Crescent 713	120.00	1,293	0.605
North Vancouver, B.C. 717	121.68	1,310	0.612
V7N 3X7 719	121.68	1,310	0.612
725	121.68	1,310	0.612
729	121.68	1,310	0.612
733	121.68	1,310	0.612
737	121.68	1,310	0.612
741	121.68	1,310	0.612
SUB-TOTAL:	3,565.56		17.934

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 2)			
Westview Crescent 716	93.91	1,011	0.473
North Vancouver, B.C. 718	93.91	1,011	0.473
V7N 3X8 720	93.91	1,011	0.473
722	93.91	1,011	0.473
724	94.03	1,012	0.473
726	94.03	1,012	0.473
728	94.03	1,012	0.473
730	94.03	1,012	0.473
734	94.03	1,012	0.473
736	94.03	1,012	0.473
738	94.03	1,012	0.473
740	94.03	1,012	0.473
742	94.03	1,012	0.473
744	94.03	1,012	0.473
746	94.27	1,015	0.474
748	94.27	1,015	0.474
750	94.39	1,016	0.475
752	94.39	1,016	0.475
(Building 3)			
Westview Crescent 745	131.00	1,410	0.659
North Vancouver, B.C. 749	121.80	1,311	0.613
V7N 3X7 753	121.80	1,311	0.613
757	121.80	1,311	0.613
761	121.80	1,311	0.613
765	131.00	1,410	0.659
(Building 4)			
Westview Crescent 799	121.88	1,312	0.613
North Vancouver, B.C. 801	121.88	1,312	0.613
V7N 3X9 803	121.88	1,312	0.613
805	121.88	1,312	0.613
807	121.68	1,310	0.612
809	121.68	1,310	0.612
SUB-TOTAL:	6,738.90		33.900

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 5)			
Westview Crescent 811	121.88	1,312	0.613
North Vancouver, B.C. 813	121.88	1,312	0.613
V7N 3X9 815	121.88	1,312	0.613
817	121.88	1,312	0.613
819	121.88	1,312	0.613
821	121.68	1,310	0.612
823	130.86	1,408	0.658
(Building 6)			
Westview Crescent 820	93.92	1,011	0.473
North Vancouver, B.C. 822	93.92	1,011	0.473
V7N 3Y1 824	93.92	1,011	0.473
826	94.21	1,014	0.474
828	94.21	1,014	0.474
830	94.21	1,014	0.474
832	94.21	1,014	0.474
834	94.21	1,014	0.474
836	94.21	1,014	0.474
838	94.76	1,020	0.477
840	94.76	1,020	0.477
842	94.76	1,020	0.477
(Building 7)			
Westview Crescent 825	130.86	1,408	0.658
North Vancouver, B.C. 827	121.88	1,312	0.613
V7N 3X9 829	121.88	1,312	0.613
831	121.88	1,312	0.613
833	121.88	1,312	0.613
835	130.86	1,408	0.658
(Building 9)			
Westview Crescent 837	121.88	1,312	0.613
North Vancouver, B.C. 841	121.88	1,312	0.613
V7N 3X9 843	121.88	1,312	0.613
845	121.68	1,310	0.612
847	121.68	1,310	0.612
849	121.68	1,310	0.612
851	130.86	1,408	0.658
SUB-TOTAL:	10,342.92		52.030

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 8)			
Westview Crescent 844	95.10	1,023	0.479
North Vancouver, B.C. 846	95.10	1,023	0.479
V7N 3Y1 848	95.82	1,031	0.482
850	95.82	1,031	0.482
852	95.41	1,027	0.480
854	95.41	1,027	0.480
856	95.41	1,027	0.480
858	95.41	1,027	0.480
860	95.45	1,027	0.480
862	95.45	1,027	0.480
864	95.45	1,027	0.480
866	95.45	1,027	0.480
868	95.45	1,027	0.480
870	95.45	1,027	0.480
872	95.45	1,027	0.480
874	95.45	1,027	0.480
(Building 10)			
Westview Crescent 853	88.46	952	0.445
North Vancouver, B.C. 855	88.46	952	0.445
V7N 3X9 857	88.46	952	0.445
859	88.46	952	0.445
861	88.46	952	0.445
863	88.46	952	0.445
865	88.46	952	0.445
867	88.46	952	0.445
869	88.46	952	0.445
871	88.46	952	0.445
873	88.46	952	0.445
875	88.46	952	0.445
877	88.46	952	0.445
879	88.46	952	0.445
881	88.46	952	0.445
883	88.46	952	0.445
885	88.46	952	0.445
887	88.46	952	0.445
SUB-TOTAL:	13,462.28		67.722

SCHEDULE "A"

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 11)			
Westview Crescent 876	130.86	1,408	0.658
North Vancouver, B.C. 878	121.88	1,312	0.613
V7N 3Y2 880	121.88	1,312	0.613
882	121.88	1,312	0.613
884	121.88	1,312	0.613
886	130.86	1,408	0.658
(Building 12)			
Westview Crescent 933	121.88	1,312	0.613
North Vancouver, B.C. 935	121.88	1,312	0.613
V7N 3Y3 937	121.88	1,312	0.613
939	121.88	1,312	0.613
941	121.68	1,310	0.612
943	121.68	1,310	0.612
(Building 13)			
Westview Crescent 930	130.92	1,410	0.660
North Vancouver, B.C. 934	121.76	1,310	0.613
V7N 3Y2 936	121.76	1,310	0.613
938	121.76	1,310	0.613
940	121.76	1,310	0.613
946	130.92	1,410	0.660
(Building 15)			
Westview Crescent 945	130.90	1,409	0.659
North Vancouver, B.C. 947	121.88	1,312	0.613
V7N 3Y3 949	121.88	1,310	0.612
951	121.68	1,310	0.612
953	121.68	1,310	0.612
955	130.90	1,409	0.659
(Building 14)			
Westview Crescent 948	131.04	1,411	0.660
North Vancouver, B.C. 950	121.88	1,312	0.613
V7N 3Y2 954	121.88	1,312	0.613
956	121.88	1,312	0.613
960	121.88	1,312	0.613
962	121.88	1,312	0.613
968	121.88	1,312	0.613
972	121.68	1,310	0.612
978	121.68	1,310	0.612
980	121.68	1,310	0.612
SUB-TOTAL:	17,667.36		88.879

SCHEDULE "A"

Sheet 6

COLUMN I	COLUMN II		COLUMN III
Unit Number	Unit Area		Undivided Interest and Purchaser's Share (Unit Entitlement) (Expressed as a Percent)
	Approx. Sq. Metres	Approx. Sq. Feet	
(Building 17)			
Westview Drive 2,645	121.88	1,312	0.613
North Vancouver, B.C. 2,651	121.88	1,312	0.613
V7N 3X2 2,655	121.88	1,312	0.613
2,659	121.88	1,312	0.613
2,665	121.88	1,312	0.613
2,669	121.88	1,312	0.613
2,673	121.68	1,310	0.612
2,675	130.86	1,408	0.658
(Building 16)			
Westview Drive 2,711	121.68	1,310	0.612
North Vancouver, B.C. 2,719	121.68	1,310	0.612
V7N 3X1 2,727	121.68	1,310	0.612
2,735	121.68	1,310	0.612
2,739	121.88	1,312	0.613
2,745	121.88	1,312	0.613
2,749	121.88	1,312	0.613
2,755	121.88	1,312	0.613
2,759	121.88	1,312	0.613
2,765	131.06	1,412	0.660
TOTAL:	19,878.36		100.000

SCHEDULE "B"

...For Schedule "C"

MANAGEMENT COMPANY AND BOARD

Within three months after registration in the Land Title Office of transfers from the Purchaser of undivided interests equalling 60% of the total thereof, the Vendor agrees to convey the Rights of Reverter with respect to all undivided interests to the Management Company and to call a general meeting of its shareholders (the "Owners") at which the Owners shall be entitled and agree to elect directors (constituting the Management Board) to succeed the first directors.

Each Owner shall have one vote at all general meetings of Owners for each unit held by him. General meetings of Owners shall be held and the proceedings thereat shall be conducted in the same manner as is set forth in Section 123 (2) (3) (4) and (5), Section 124, Section 125 and Section 126 of the Condominium Act of the Province of British Columbia as if the Management Board were a Strata Council and as if the Owners were owners as defined by such Act and as if the units were strata lots and the provisions of those paragraphs shall be construed and interpreted accordingly and as hereby amended shall be deemed to have been incorporated herein, save and except any provision which by its nature is applicable only to a strata lot.

The Management Company shall exercise and perform all of the powers and duties of the Vendor pursuant to this User Agreement and without restricting the generality of the foregoing, shall at its first meeting determine whether a management contract (property management agreement) should be entered into with the manager of the former contract (if any) which shall expire at the date of such meeting, on like or on other terms or with another on like or other terms or whether the powers and duties formerly exercised by the manager should be performed by the Management Board.

The Management Company shall be entitled in the performance of its duties and the exercise of its powers to enter into all requisite contracts and any such contract shall be binding on all Owners and shall be signed on behalf of the Management Company in the presence of any two members of the Management Board authorized by resolution of the Management Board.

Meetings of the Management Company and the Management Board shall be held, officers elected, vacancies, quorum etc. determined, powers and duties exercised and performed and proceedings conducted in the same manner and with the same privileges and responsibilities as are set forth in Sections 118 to 122 inclusive of the Condominium Act of the Province of British Columbia as if the Management Company were a Strata Corporation and the Management Board were a Strata Council and had the powers and duties of a Strata Corporation or Council and the Owners were Owners as defined by such Act and as if the units were strata lots and the provisions of those sections shall be construed and interpreted accordingly and as hereby amended shall be deemed to have been incorporated herein, save and except any provision which conflicts with the terms of this User Agreement including this Schedule or any provision which by its nature is applicable only to a strata lot.

CCD 8 2 93/22 4 93

AC

. The terms of this Schedule shall be binding on and shall enure to the benefit of all Owners to the same extent as if it had been signed and sealed by all Owners and formed a document to which all Owners were parties.

. The sections of the Condominium Act of the Province of British Columbia incorporated herein in part or whole are those sections in force on the 1st day of May 1992.

. The Management Board may, whenever it thinks proper, and shall on a requisition in writing by the Vendor, within two weeks after the requisition, convene a general meeting of Owners to seek authority by special resolution (of the character contemplated by the Condominium Act of British Columbia) to make an expenditure out of the Contingency Reserve Fund requiring such resolution pursuant to Article 2.16. The Management Board shall authorize a person and two alternate persons as signing officers on the Contingency Reserve trust account contemplated by Article 2.16.

Provided that the first mortgagee of the Undivided Interest and User Rights of the Purchaser shall have given written notice of his mortgage pursuant to Article 1.13 to the Vendor and of his intention to exercise his power to vote, to the Purchaser, the Purchaser irrevocably appoints such mortgagee as proxyholder to attend, act and exercise the Purchaser's power of voting at meetings of the Management Company but only in respect of any matters relating to insurance, maintenance, finance or other matters affecting the security of such mortgagee.

. On the Management Company becoming the holder of the Right of Reverter with respect to the Undivided Interest, the Vendor named in Item 1 of the Transfer shall be free from any liability with respect to its covenants and obligations contained in the User Agreement.

RULES AND REGULATIONS

1. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from any of the Units in the Building, and the fire towers shall not be obstructed in any way.
2. No Purchaser shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort and convenience of other occupants of the Building. No Purchaser shall play upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker or other sound producing device in such Purchaser's Unit or practice or suffer to be practiced either vocal or instrumental music before 8:00 a.m. or after 11:00 p.m. or if the same shall disturb or annoy other occupants of the Building. No Purchaser shall give vocal or instrumental instruction at any time.
3. Each Purchaser shall keep such Purchaser's Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substances.
4. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.
5. No shades, awnings, window guards, ventilators, supplementary heating or air-conditioning devices shall be used in or about the Building except such as shall have been approved by the Vendor.
6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved by the Vendor, nor shall anything be project out of any window of the Building without similar approval.
7. No velocipedes, bicycles, scooters, shopping carts, or similar vehicles shall be allowed in the passenger elevators and none of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.
8. No Purchaser shall willfully or unduly waste or permit to be wasted, the hot and cold water and heat supplied or furnished by the Vendor and will promptly repair leaky taps or toilets.
9. Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into same. Any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Purchaser in whose Unit it shall have been caused.
10. No Purchaser shall keep or harbor in the Building any animal, bird, domestic or household pet without the written consent of the Vendor, provided that the Vendor may at any time in writing revoke such consent or request the removal of any domestic or household pet, animal or bird, which is a nuisance or causing an annoyance to others, whereupon such animal or pet shall be removed forthwith from the Building. No Purchaser shall feed pigeons, gulls or other birds from the windows of their Units, or anywhere in close proximity to the Building.
11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the approval of the Vendor.
12. The agents of the Vendor, and any contractor or workman authorized by the Vendor, may enter any Unit at any reasonable hour of the day for the purpose of inspecting each Unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
13. The Vendor shall have the right from time to time to reduce or relocate any space devoted to storage or laundry purposes and to limit the hours in which the same are available for use by Purchasers.
14. Garbage and refuse from the Units shall be deposited in such place in the Building only and at such times and in such manner as the manager of the Building may direct.
15. No vehicle belonging to a Purchaser or to a member of the family or guests, subtenant or employee of a Purchaser shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
16. Complaints, if any, regarding service in the Building shall be made in writing to the Vendor.
17. The Vendor may retain a passkey to each Unit. No Purchaser shall alter any lock or install a new lock on any door leading into his Unit without the prior approval of the Vendor, which approval the Vendor shall not unreasonably withhold or delay. If such approval is given, the Purchaser shall provide the Vendor with a key for Vendor's use.
18. No contractor or workman shall be permitted to do any work in the Unit that would disturb any other resident between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Vendor.
19. No auction sale shall be held in any Unit.

20. The following rules shall be observed with respect to incinerator equipment:
- a) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
 - b) Debris should be completely drip-free before it leaves the Unit and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue hopper so it will drop into the flue for disposal.
 - c) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at the incinerator area.
 - d) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, high combustible substances or cigar stubs be thrown into the incinerator flue.
 - e) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through the hopper door panel into flue.
 - f) The Vendor shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
21. No Purchaser shall throw or allow to fall or permit to be thrown or to fall any material substance whatsoever out or from any window, door, stairway, passage or other part of the Unit or Building.
 22. No Purchaser shall place or park anything in the parking area of the Building other than a private automobile or motorcycle.
 23. No Purchaser shall perform any automobile repairs or repairs to other mechanical equipment in any part of the Building.
 24. No Purchaser shall store any combustible, inflammable or other offensive material in his Unit.
 25. No Purchaser will do or permit to be done anything on the grounds of the Building likely to damage the plants, bushes, flowers or lawns and no Purchaser shall place chairs, tables or other objects on the lawns or other areas or the Building which may be used in common by all Purchasers, so as to damage them or prevent their reasonable growth or to interfere with the cuttings of lawns or the maintenance of such common property from time to time.
 26. The Vendor shall not be responsible for accidents in or around the swimming pools and saunas and the Purchaser shall observe all rules pertaining to the use of the same.
 27. The Purchaser shall not install any walls, fences, enclosures, awnings or plantings on any terrace or balcony except with the prior written approval of the Vendor or its managing agent. No cooking shall be permitted on any terraces, balconies or on any roof of the Building, nor shall the walls thereof be painted except with the prior written approval of the Vendor or its managing agent. It shall be the Purchaser's duty to keep such terrace, balcony or adjoining roof clean and free from ice, snow, leaves and debris and to provide proper drainage therefor, and the Vendor shall have to duties or obligations with respect to any such matters.
 28. No Purchaser shall paint any of the exterior of the Building and the appurtenances thereto or do or permit to be done anything which would alter the exterior appearance of the Building.
 29. No Purchaser shall permit cooking or other odors to escape from the Units into the Building.
 30. No Purchaser shall use any equipment or appliances that result in poor quality or interruption of service to other portions of the Building or overloading of or damage to facilities maintained by the Vendor for the supplying of water, gas, electricity or other services to the Building.
 31. No Purchaser shall use any storage space, laundry or other facility outside the Units for the storage of valuable or perishable property.
 32. If washing machines or other equipment are made available to Purchasers, the same shall be used on condition that the Vendor is not responsible for such equipment or for any damage caused to the property of the Purchaser resulting from the use thereof and that any use that may be made of such equipment shall be at the Purchaser's own cost, risk and expense.
 33. Any consent, approval or permission given under these rules and regulations by the Vendor:
 - a) must be in writing, and
 - b) shall be revocable at any time.
 34. Any items stored by Purchasers in space furnished by the Vendor in the Building for the purpose shall be at the sole risk of Purchasers and the Vendor shall not be responsible in any way for their loss or damage due to theft, fire, water, water damage or other cases.
 35. Parking of vehicles of Purchasers only shall be permitted and in such location and on such terms as the Vendor may from time to time prescribe.
 36. No deliveries or pick up of furniture or major appliances shall be made before 10:00 a.m. or after 4:00 p.m. without the consent of the Vendor.

Schedule "D"

CAR PARKING RULES AND REGULATIONS

- (1) No motor vehicles in excess of the number for which the licensee has an express right nor any unlicensed vehicle may be parked or allowed to remain in the car parking area.
- (2) No vehicle or goods may be allowed to remain stationary on the ramp or access ways leading to the car parking area or in the car parking area other than in the car space allocated to the Purchaser. Without prejudice to the foregoing no repairs or maintenance may be done on any car.
- (3) No petroleum, spirit or other inflammable substance shall be stored in the car parking area except that carried within the tanks of the motor car using the car parking area.
- (4) No engines shall be used in the car parking area except for the minimum time necessary to ensure arrival, departure and correct parking.
- (5) No avoidable noise, smell or fumes shall be permitted.
- (6) No dog or other animals shall be allowed to remain in a parked car or on the ramp or access ways.
- (7) The Vendor shall be at liberty to prohibit the parking or entry of and to remove any car which shall be used in breach of or be a means of causing a breach of any of these regulations, and neither the Vendor nor its agent shall be responsible for the safe custody of any car so removed or for any damage thereto or in respect of any property contained therein.
- (8) The Vendor shall be at liberty to add to, amend or cancel these regulations, or any of them, for the conduct and management of the car parking area and for the convenience and comfort of the occupiers of the car parking area and the Purchaser shall be bound by any reasonable addition, amendment or cancellation from the time that particulars thereof or a copy of these regulations containing such additional amendment or omitting the cancellation is brought to the knowledge of or delivered to the Purchaser.
- (9) Apart from parking his car, not to do or cause or permit to be done any act or thing in or about or near the car parking area which may be or become a nuisance or inconvenience or cause damage or annoyance to the Vendor or other persons whomsoever or which may infringe any statutory rule or order or other regulation for the time being in force;
- (10) Not to do or bring or cause or permit to be done or brought any matter or thing upon the car parking area or any part thereof by reason or in consequence of which the rights under any policy of insurance in respect of the car parking area would or might be prejudicially affected;
- (11) Not to damage any fixtures, structures, installations or any other parts whatsoever of the car parking area or cause or permit the same to be done and to make good to the satisfaction of the Vendor or pay reasonable compensation for any such damage;
- (12) Not to obstruct in any way nor to cause or permit any persons or children to obstruct the car parking area or any ramp or access ways leading thereto;
- (13) To observe all statutes, by-laws, orders and regulations of every competent authority for the time being applicable to the keeping of motor cars in the car parking area and in particular to observe all restrictions (which include, inter alia, a total prohibition upon any repairs being carried out to cars whilst in the car parking area and the filling or emptying of fuel tanks) relating to the prevention of fires, petroleum fumes and other dangers.
- (14) The Vendor shall not be liable for accidental loss, damage or injury to the Purchaser or his family, employees, visitors and others or to any car or any of his or their property arising out of, during or in connection with the exercise of the right hereby granted and the Purchaser shall hold the Vendor fully indemnified against all claims in respect thereof and all costs and expenses in relation thereto.
- (15) In the event of the Purchaser transferring or mortgaging User Rights with respect to the Unit and the Undivided Interest these rights shall be deemed to have been transferred or mortgaged as the case may be concurrently therewith without express mention, but save as aforesaid these rights may not be assigned or otherwise dealt with.

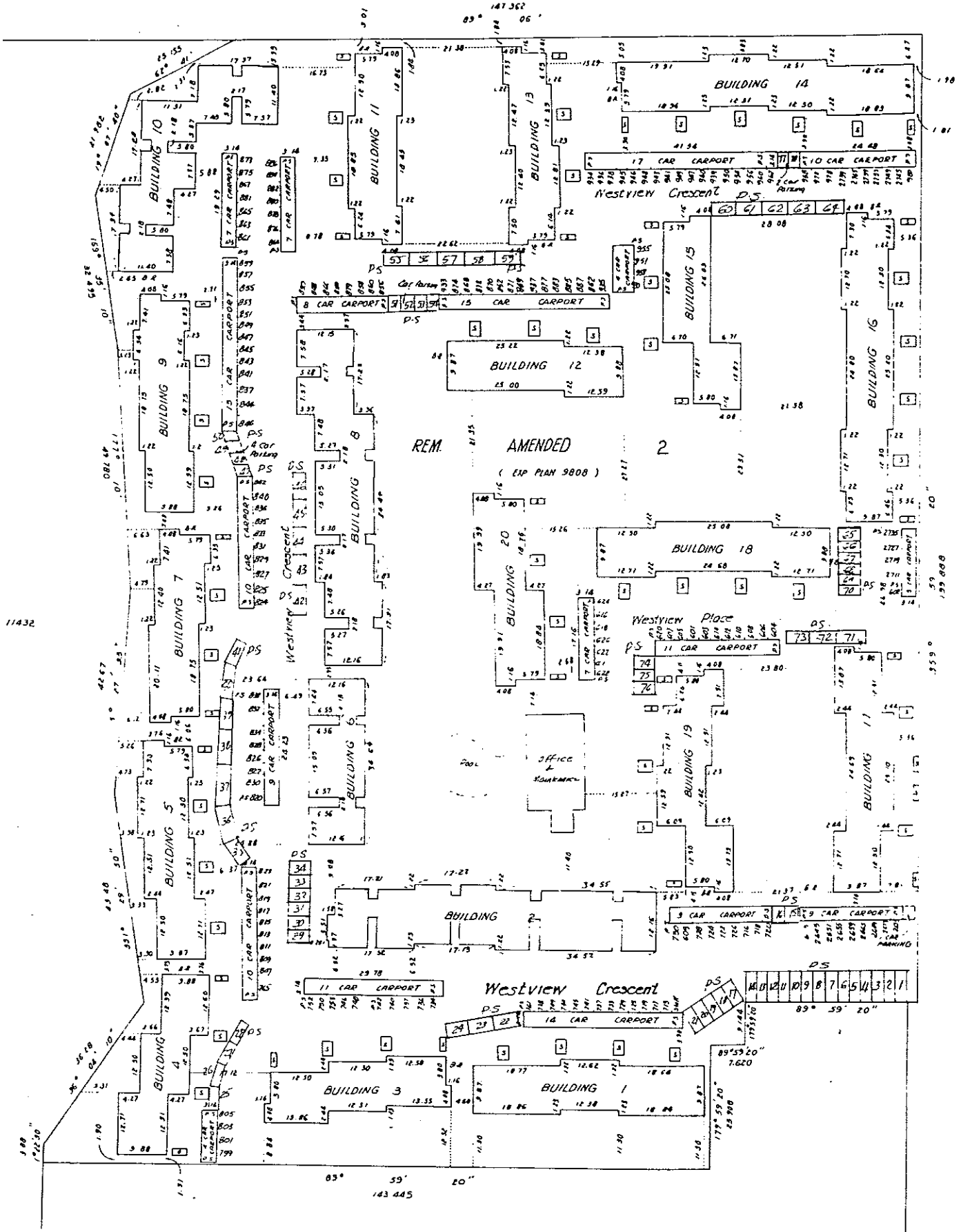
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Schedule "D"
Cypress Gardens Townhomes
1995/96 OPERATING BUDGET
Fiscal Year July 1 - June 30

	<u>1995/96 BUDGET</u>
REVENUE:	
1. Owners Contributions	\$586,147.00
2. Parking Income	3,300.00
3. Miscellaneous Income	5,000.00
	<u>594,447.00</u>
COSTS AND EXPENSES:	
4. Electricity	45,000.00
5. Natural Gas	56,000.00
6. Water & Sewer	36,000.00
7. Caretaking	26,225.00
8. Groundskeeper	48,000.00
9. Insurance	19,500.00
10. Management & Administration	27,272.00
11. Professional Fees	2,000.00
12. Property Taxes	236,000.00
13. Miscellaneous	3,000.00
14. R & M - General	34,000.00
15. R & M - Grounds	5,000.00
16. R & M - Fire Protection & Security	13,500.00
17. R & M - Recreation Facility	7,000.00
18. Supplies & Equipment	4,000.00
19. Bank Charges	1,700.00
20. Telephone	1,900.00
	<u>566,097.00</u>
21. Contingency Reserve/Surplus	28,350.00
Total Expenses	<u><u>\$594,447.00</u></u>

SCHEDULE "E"
 CAR PARKING PLAN
 CYPRESS GARDENS TOWNHOMES

29TH STREET



11432

WESTVIEW DRIVE

85° 59' 20" 143.445

89° 59' 20" 7.620

139.808

359.0