* ~~LEASEHOLD~~ STRATA PLAN OF LOT A, BLOCK 44, DISTRICT LOT 264A, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN LMP23590

STRATA PLAN LMS 2912

DEPOSITED AND REGISTERED IN THE LAND TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS 28th DAY OF AUGUST ,1997.
J Dunn
ASSISTANT DEPUTY REGISTRAR

BL298965 - BL299000

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

SCALE-1:250
0 5 10 15
ALL DISTANCES IN METRES

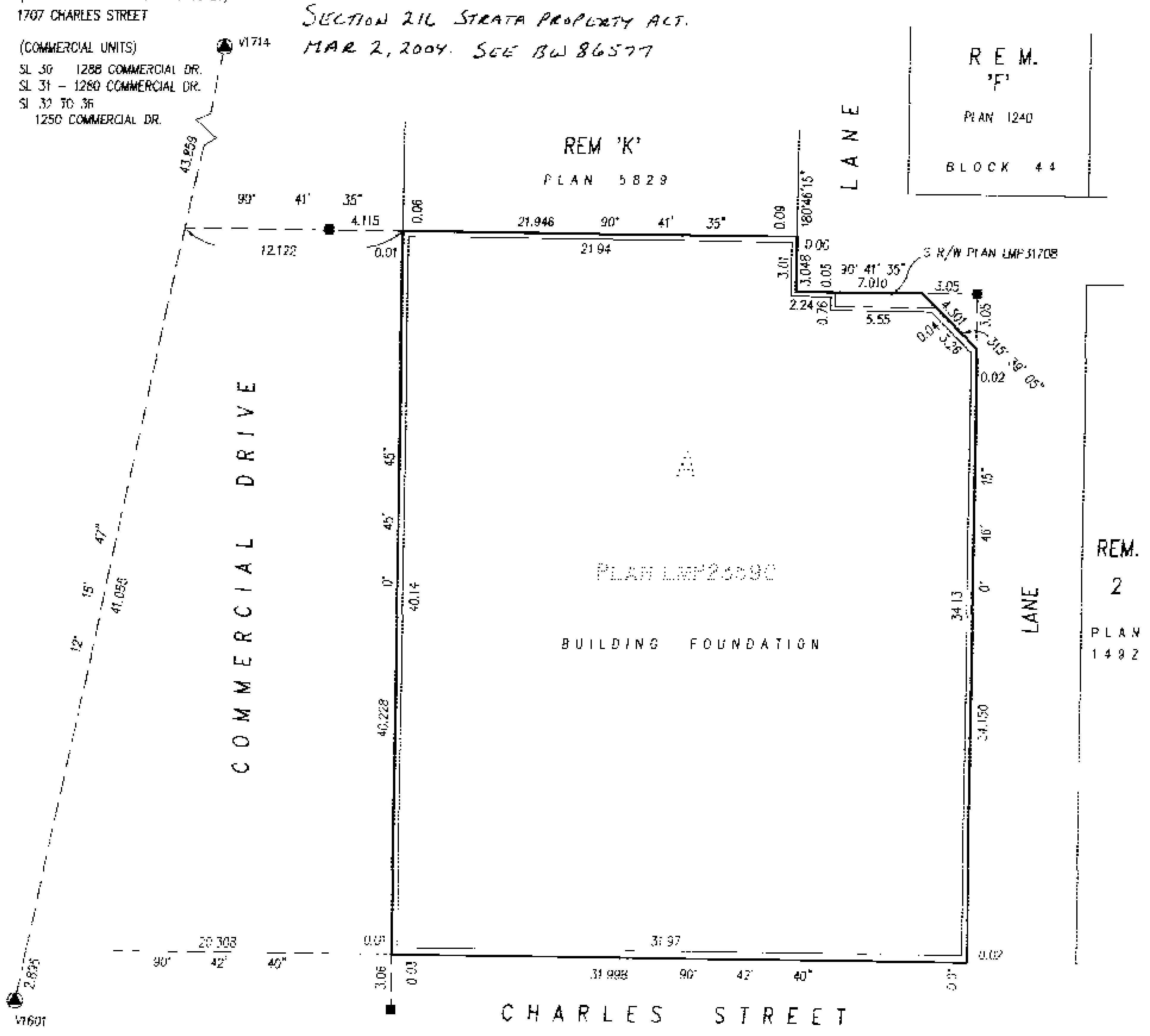
N

INTEGRATED SURVEY AREA
No. 31, VANCOUVER
B.C.G.S. 92G 025

CITY OF VANCOUVER
CIVIC ADDRESS
(RESIDENTIAL UNITS SL 1 TO SL 29)
1707 CHARLES STREET

(COMMERCIAL UNITS)
SL 30 1288 COMMERCIAL DR.
SL 31 - 1280 COMMERCIAL DR.
SL 32 TO 36
1250 COMMERCIAL DR.

* AMENDED PURSUANT TO SECTION 216 STRATA PROPERTY ACT. MAR 2, 2004. SEE BW 86577



THE ADDRESS FOR SERVICE OF DOCUMENTS ON THE STRATA CORPORATION IS : THE OWNER'S STRATA PLAN LMS 2912
C/O 202 1226 HOMER STREET
VANCOUVER, B.C. V6B 2Y5

LEGEND

LCP	INDICATES	LIMITED COMMON PROPERTY
sq.m.	"	SQUARE METRES
SL	"	STRATA LOT
PT	"	PART
©	"	COMMON PROPERTY
S	"	STAIRS
H	"	HALL
B	"	BALCONY
E	"	ELEVATOR
PK	"	PARKING
ELEC.	"	ELECTRICAL ROOM
V	"	VENT
■	"	OLD LEAD PLUG FOUND
□	"	LEAD PLUG SET
▲	"	OLD CONTROL MONUMENT FOUND
NW	"	NO WALL
OTB	"	OPEN TO BELOW

GRID BEARINGS ARE DERIVED FROM OLD CONTROL MONUMENTS V1601 AND V1714

THIS PLAN SHOWS GROUND LEVEL MEASURED DISTANCES. PRIOR TO COMPUTATION OF UTM COORDINATES, MULTIPLY BY THE COMBINED FACTOR 0.9995970

STRATA LOT ~~ANGLES ARE 45° OR 90°~~ UNLESS OTHERWISE NOTED

FOR STRATA CORP MAIL ADDRESS SEE STRATA PLAN GENERAL INDEX

I, R. J. ESSON OF THE CITY OF WHITE ROCK BRITISH COLUMBIA LAND SURVEYOR, HEREBY CERTIFY THAT THE BUILDING ERECTED ON THE PARCEL DESCRIBED ABOVE IS WHOLLY WITHIN THE EXTERNAL BOUNDARIES OF THAT PARCEL

R J Esson
B C L S

DATED AT WHITE ROCK, B.C.
THIS 3rd DAY OF March ,1997.

STRATA PLAN LMS 2912

NEW DEVELOPMENT CERTIFICATE

I, R. J. ESSON, A BRITISH COLUMBIA LAND SURVEYOR, HEREBY CERTIFY THAT THE BUILDING SHOWN IN THIS STRATA PLAN HAS NOT, AS OF THE 3rd DAY OF March, 1997, BEEN PREVIOUSLY OCCUPIED. DATED AT WHITE ROCK, BRITISH COLUMBIA, THIS 3rd DAY OF March, 1997.

NOTE - AS OF JUNE 11/97 THE BUILDING HAS NOT BEEN OCCUPIED

R.J. Esson
BCLS

R.J. Esson
B.C.L.S.

SIGNATURES

STATUTORY DECLARATION

WE THE UNDERSIGNED DO SOLEMNLY DECLARE THAT
(1) WE THE UNDERSIGNED ARE THE OWNER DEVELOPER
(2) THE STRATA PLAN IS ENTIRELY FOR RESIDENTIAL AND COMMERCIAL USE WE 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.

Georgia Title · Georgia Title

President, Commercial Drive Equity Housing Co-operative

DECLARED BEFORE ME THIS 13 DAY OF August, 1997

A COMMISSIONER FOR TAKING AFFIDAVITS WITHIN THE PROVINCE OF BRITISH COLUMBIA. Brian MacKay

OWNER : PROVINCIAL RENTAL HOUSING CORPORATION

AUTHORIZED SIGNATORY — SUANNE RAMSAY

AUTHORIZED SIGNATORY — PETER ROBINSON

WITNESS :

Y. Liljefors

ADDRESS AND OCCUPATION OF WITNESS :

YVONNE LILJEFORS, BARRISTER & SOLICITOR

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUITE #1701-4330 KINGSWAY
BURNABY, B.C. V5H 4G7

MORTGAGEE : BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

AUTHORIZED SIGNATORY — SUANNE RAMSAY

AUTHORIZED SIGNATORY — PETER ROBINSON

WITNESS :

Y. Liljefors

ADDRESS AND OCCUPATION OF WITNESS :

YVONNE LILJEFORS, BARRISTER & SOLICITOR

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUITE #1701-4330 KINGSWAY
BURNABY, B.C. V5H 4G7

ACCEPTED AS TO FORMS 1, 2 AND 3

THIS 15 DAY OF AUGUST, 1997

FOR: SUPERINTENDENT OF REAL ESTATE

LEASE : CITY LIGHTS ~~COMMERCIAL DRIVE~~ EQUITY HOUSING CO-OPERATIVE

AUTHORIZED SIGNATORY GEORGIA TITLE

Brendan McCabe.
AUTHORIZED SIGNATORY Brendan McCabe

WITNESS :

Brian MacKay

ADDRESS AND OCCUPATION OF WITNESS :

2800-666 Burrard St.
Van. BC V6C 2Z7
Lawyer

OPTION TO PURCHASE : CITY LIGHTS ~~COMMERCIAL DRIVE~~ EQUITY HOUSING CO-OPERATIVE

AUTHORIZED SIGNATORY GEORGIA TITLE.

Brendan McCabe
AUTHORIZED SIGNATORY Brendan McCabe.

WITNESS :

Brian MacKay

ADDRESS AND OCCUPATION OF WITNESS :

2800-666 Burrard St.
Van. BC V6C 2Z7
Lawyer

RJE.
B.C.L.S.

DATED THIS 3rd DAY OF March, 1997.

STRATA PLAN LMS 2912

CONDOMINIUM ACT

LOT NUMBER	SHEET NUMBER	FORM 1 SCHEDULE OF UNIT ENTITLEMENT — UNIT ENTITLEMENT	FORM 2 SCHEDULE OF INTEREST UPON DESTRUCTION — INTEREST UPON DESTRUCTION	FORM 3 SCHEDULE OF VOTING RIGHTS — NUMBER OF VOTES
1	9	1185	2081	1
2	9	1026	1792	1
3	9	1068	1852	1
4	9	1122	1928	1
5	10	964	1899	1
6	10	1242	2160	1
7	10	638	1230	1
8	10	645	1236	1
9	10	645	1238	1
10	10	645	1236	1
11	10	621	1238	1
12	10	625	1224	1
13	10	894	1847	1
14	11	919	1902	1
15	11, 12	1284	2342	1
16	11, 12	920	1883	1
17	11, 12	1115	2162	1
18	11, 12	1142	2084	1
19	11, 12	1150	2121	1
20	11, 12	1242	2241	1
21	11, 12	1251	2268	1
22	11, 12	1243	2245	1
23	11, 12	1253	2264	1
24	11, 12	1141	2086	1
25	11, 12	1149	2105	1
26	11, 12	1080	2105	1
27	11, 12	1192	2206	1
28	11, 12	1163	2005	1
29	11	935	1895	1
30	9	1188	2594	1.2
31	9	708	1569	0.7
32	9	716	1769	0.7
33	9	710	1769	0.7
34	9	706	1757	0.7
35	9	651	1483	0.6
36	9	646	1544	0.6
AGGREGATE		34,824	67,683	34.2

RJE. B.C.L.S.

DATED THIS 3rd DAY OF March, 1997.

CANCELLED PURSUANT TO SEC 216
STRATA PROPERTY ACT. MAR 2, 2004
SEE BW 86577

STRATA PLAN LMS 2912

RESTRICTIONS

LEASEHOLD STRATA PLAN NO. LMS 2912

1. The purchase price of each strata lot under section 97 of the Condominium Act shall be calculated as follows:

If the Lessee does not exercise any option to purchase the Strata Lots which the Lessor may grant to it or to the Lessee's designate, the purchase price for the Leasehold Interest in the Strata Lot on the expiry without renewal, or termination under Section 109(2) of the Condominium Act of the Strata Lot Lease for that Strata Lot will be the price calculated on the following basis:

Before expiry of the Term of the Strata Lot Leases, the Lessor will appoint an appraiser who will be a member in good standing of The Appraisal Institute of Canada or successor organisation and who will hold the designation Accredited Appraiser Canadian Institute or successor designation.

The Lessor will instruct the appraiser to determine the market value of each Strata Lot on the same basis as that set out in the schedule of Restrictions attached as Schedule A to this Lease.

The price the Lessor pays for each Strata Lot will be that sum which is equal to 89% of the market value of that Strata Lot determined by the appraiser.

If the Lessee exercises any option to purchase set out the Strata Lots which the Lessor may grant to it or to the Lessee's designate, the purchase price for the Leasehold Interest in the Strata Lot on the expiry without renewal, or termination under Section 109(2) of the Condominium Act of the Strata Lot Lease for that Strata Lot will be the price calculated on the following basis:

Fair Market Value of the Leasehold Interest in the Strata Lot on such expiry or termination x zero − Purchase Price

2. The restrictions imposed on the lease, assignment, or occupancy of the strata lots under sections 103 and 104 of the Condominium Act are as follows:

1. Identity of schedule. The Co-Operative is filing this schedule of restrictions as a schedule under Section 103 of the Condominium Act, in the Vancouver/New Westminster Land Title Office, with the leasehold strata plan for certain land situate in Vancouver, British Columbia and described as:

Parcel Identifier: 023-120-983
Lot A
Block 44
District Lot 264A
Group 1
New Westminster District
Plan LMP 23590

The registration number of the leasehold strata plan is _______________

2. Authority for schedule. The authority for this schedule comes from the ground lease, the model strata lot lease attached to the ground lease and Section 103 of the Condominium Act.

3. Breach of schedule. Any person who breaches the requirements of this schedule may be guilty of a criminal offence under Section 105 of the Condominium Act. Section 105 states that:

105. (1) Every lessor, assignor, lessee, assignee or other person who participates in the lease, assignment or occupancy of a strata lot in contravention of the restrictions imposed under Section 97 or 103, and who knew or ought to have known of the restrictions, is guilty of an offence and liable, on conviction, to a fine of not more than $2,000, or to imprisonment for a term of not more than one year, or to both.

(2) In a prosecution under this section, the court may order that any portion of the price or other consideration attributable to failure to comply with the restrictions is payable to the Crown or other lessor under the ground lease.

4. Definitions. In this schedule:

(a) "appraiser" means an appraiser who is a member in good standing of The Appraisal Institute of Canada or successor organization and who holds the designation Accredited Appraiser Canadian institute or successor designation or who is acceptable to the lessor;

(b) "Commission" means British Columbia Housing Management Commission;

(c) "Condominium Act" means the Condominium Act of British Columbia R.S.B.C. 1979, c. 61, as amended;

(d) "contract" means any contract by which a lessee agrees to transfer to another person;

(e) "contract date" means the date on which the person who is taking a transfer under a contract signs the contract;

(f) "Co-Operative" means City Lights Equity Housing Co-Operative (formerly Commercial Drive Equity Housing Co-Operative), 1700 Charles Street, Vancouver, British Columbia V5L 2T6;

(g) "eligible person" means an individual who:

(i) is a Canadian citizen or who the Government of Canada has lawfully admitted to Canada for permanent residence,

(ii) has continuously maintained a principal residence in British Columbia for at least one year before the contract date,

(iii) has either:

A. not held a registered interest in land, in British Columbia or elsewhere, that constituted the individual's principal residence, for at least five years before the contract date, or

B. held such a registered interest in land and has experienced hardship as a result of a sale of such land, including:

I having had to sell his or her principal residence as the result of a break-up of a marriage or common-law relationship,

II having moved to a new community for employment reasons and, as a result, having sold his or her principal residence, or

III having sold his or her principal residence or been foreclosed and experienced a loss of equity;

(iv) intends to take a transfer for the purpose only of a principal residence for the use of that individual and his or her family,

(v) on the contract date, has a gross household income that does not exceed $70,000 per year or such other amount as the lessor may approve under paragraph 27 of this schedule, and

(vi) does not meet conditions (i) to (v) but whom the lessor has approved in writing; or

(vii) a person who originally occupied a strata lot as an eligible person and who wishes to re-locate to another strata lot;

(h) "family" means at least two people, including the individual who is taking the transfer, who are related by blood or marriage, including common law spouses, or who are not so related but where one person is dependent on the other on a continuing basis, and includes dependents;

(i) "gross household income" means the total income before income tax from all sources of all persons in the household of the eligible person, exclusive of dependent children

(j) "ground lease" means the ground lease registered in the Vancouver/New Westminster Land Title Office under number BK227658, as amended,

(k) "leasehold interest" means the leasehold interest a lessee holds in a strata lot under a strata lot lease based on the model strata lot lease attached as Schedule A to the ground lease or other form of agreement the lessor has approved;

(l) "lessee" means the person who from time to time holds the leasehold interest in a strata lot or other right or interest in a strata lot which that person has acquired by way of a transfer,

(m) "lessor" means Provincial Rental Housing Corporation, 1701 4330 Kingsway, Burnaby, British Columbia V5H 4G9.

(n) "market value" means the fair market value of a strata lot determined according to the requirements set out in paragraph 14 of this schedule;

(o) "person" has the same meaning as the definition of "Person" under the ground lease except where the reference is to "eligible person";

(p) "price" means the amount of money or other consideration the lessee bargains to receive or receives directly or indirectly from an eligible person, or from any other person on behalf of an eligible person, for a transfer by the lessee to that eligible person and for everything connected with that transfer including, without limitation, the transfer of appliances and parking rights or privileges;

(q) "principal residence" means the usual place where an individual makes his or her home;

(r) "purchaser" means a person who signs a contract with a lessee to take a transfer;

(s) "restrictions" mean the restrictions on the lease, assignment or occupancy of the strata lots or any of them set out in this schedule;

(t) "strata lot" means a strata lot created by registration of the leasehold strata plan referred to in paragraph 1 of this schedule;

B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

CANCELLED PURSUANT TO SEC. 216
STRATA PROPERTY ACT MAR 2, 2004
SEE: BW 86577

STRATA PLAN LMS 2912

(u) "strata lots" mean all the strata lots created by registration of that leasehold strata plan;

(v) "strata lot lease" means a lease of a strata lot based on the model strata lot lease attached as Schedule A to the ground lease;

(w) "transfer" means the assignment by the lessee of its leasehold interest in its strata lot or the sub-letting or parting with possession by the lessee of the whole or part of its strata lot for the whole or part of the term of the strata lot lease or the grant or license of any occupancy rights by the lessee pertaining to the whole or part of its strata lot for the whole or part of the term of the strata lot lease; and

(x) "vendor" means a lessee who enters into a contract.

5. Imposition of restrictions. The lessor hereby imposes the restrictions on the lease, assignment or occupancy of the strata lots or any of them. The restrictions will take effect on registration of the leasehold strata plan referred to in paragraph one of this schedule and will remain in effect for the term of each strata lot lease and any renewal of it.

6. Restriction on transfer. The lessee will not effect, or suffer or permit, a transfer to any person other than an eligible person, and no person other than an eligible person may accept a transfer, except that, with the lessor's consent, the lessee may sub-let the strata lot for a term not exceeding one year, with no right to extend or renew, not more than once every five calendar years if the lessee wishes to take a sabbatical, or stay for an extended period with a sick relative, or in other like circumstances where the sub-letting would be temporary and necessary and on the grounds that the lessee would suffer personal hardship if the sub-letting were not permitted.

7. Occupancy. No person may occupy a strata lot except for an eligible person who uses the strata lot as a principal residence for the use of that individual and his or her family and except as the lessor may expressly permit under paragraph 6.

8. Limited equity appreciation. A lessee will not effect a transfer for a price that exceeds the total of:

(a) 89% of the market value of the lessee's strata lot determined according to paragraphs 10 to 14 of this schedule, and

(b) the cost of the appraisal report the Co-Operative obtains under paragraph 10 of this schedule.

9. Notice of transfer. If a lessee wishes to effect a transfer, the lessee will give written notice to the Co-Operative.

10. Appointment of appraiser. Within five days after receipt of that notice, the Co-Operative will appoint an appraiser to conduct an appraisal of the market value of the strata lot. The Co-Operative will instruct the appraiser to give its written appraisal report to the Co Operative within 10 days after the date of the appointment.

11. Appraisal report. Promptly after receipt of the appraisal report, the Co Operative will give a copy of it to the lessee. Within five days after receipt of the appraisal report, the lessee will notify the Co-Operative whether or not it accepts the market value for the strata lot determined by the appraiser.

12. Alternate appraisal. If the lessee does not accept that market value, the lessee may appoint an appraiser to conduct an appraisal of the market value of the strata lot. The lessee will instruct the appraiser to give its written report to the lessee within 10 days after the date of the appointment.

13. Appraisal results. If the market value under the Co-operative's appraisal report is higher than that of the lessee's appraisal report, the market value of the lessee's strata lot, for the purpose of these restrictions, will be the market value determined by the Co-operative's appraiser.

If the market value under the lessee's appraisal is higher by less than 5% than that of the Co-Operative's appraisal, the total of the market values in the two reports divided by two will be the market value of the lessee's strata lot for the purpose of these restrictions.

If the market value under the lessee's appraisal report is higher by 5% or more than that of the Co-Operative's appraisal, the Co-Operative will deliver both appraisal reports to the lessor promptly after its receipt of the lessee's appraisal report. The lessor will review both reports and determine the market value of the lessee's strata lot within 10 days after receipt of the appraisal reports. The market value the lessor arrives at will not be less than the market value under the Co-Operative's appraisal.

The lessor will notify the Co-Operative promptly of its decision and the Co Operative will promptly notify the lessee. If the lessor determines the market value, that will be the market value of the lessee's strata lot for the purpose of these restrictions. The lessor's determination of the market value will be final and binding on the Co-Operative and the lessee.

14. Determination of market value. Each of the Co-Operative and the lessee will instruct the appraiser appointed by it to determine the market value of the strata lot on the basis that it is a freehold strata lot under the Condominium Act being sold on the open market as at the date the appraiser determines its market value and on the following basis.

The appraiser will provide a limited summary appraisal report prepared in conformity with the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute of Canada. "Limited summary appraisal report" has the meaning set out in the Uniform Standards of Professional Appraisal Practice ("USPAP") of the Appraisal Institute of Canada and includes a market comparison valuation approach, comparing and adjusting for property location and the age, type, construction and size of comparable buildings and individual strata units. If such Code or a like Code no longer exists, the lessor may substitute another accepted standard for the appraiser to follow.

15. Offer. The lessee will not list its strata lot with a real estate agent or advertise or offer the strata lot or leasehold interest for transfer until determination of the market value under paragraph 11 or 13, as the case may be.

16. Transfer. Upon determination of the market value of the strata lot, the lessee may offer to transfer only on the terms and conditions set out in this schedule.

17. Price. The lessee will offer to transfer for the price determined under paragraph 8 or a lesser price. The lessee will not accept a higher price for the transfer.

18. Duration of offer. The lessee may offer to transfer at that price only for ten months after the date of the appraisal report used to determine the market value or the date the lessor notifies the Co Operative of its decision on market value, as the case may be.

19. Expiry of offer. If the lessee does not enter a contract, which subsequently closes, within that ten month period, the lessee will immediately cease listing or offering to transfer until determination of a current market value by again following the process set out in paragraphs 9 to 14 of this schedule. If during that ten month period, the lessee wishes to have the market value reappraised, the lessee will give written notice to the Co-Operative, and paragraphs 10 to 14 of this schedule apply to the redetermination of the appraised value, but the cost of the Co-Operative's appraisal will be borne by the lessee. A new ten month period will commence under paragraphs 16 to 19 of this schedule.

20. Rights of first refusal. If the lessee has used best efforts to transfer to an eligible person but has not entered into a contract with an eligible person within 120 consecutive days after the lessee first listed for transfer with an agent licensed under the Real Estate Act of British Columbia then:

(a) the lessee will promptly notify the Co-Operative;

(b) the Co-Operative will have the right of first refusal to accept a transfer from the lessee and if the Co-Operative exercises its right of first refusal by notice to the lessee, the lessee and the Co-Operative will effect the transfer within 30 days after the date of that notice;

(c) if the Co-Operative chooses not to exercise its right of first refusal within 30 days after the date it receives the notice from the lessee, it will promptly notify the Commission;

(d) the Commission will then have the right of first refusal to accept a transfer from the lessee and if the Commission exercises its right of first refusal by notice to the lessee, the lessee and the Commission will effect the transfer within 30 days after the date of that notice, except that the Commission may direct the lessee to transfer to the lessor;

(e) if the Commission accepts the transfer, the Commission or the lessor will effect a further transfer only to an eligible person and the lessor will not exercise its discretion under subparagraph (vi) of the definition of "eligible person";

(f) if the Commission chooses not to exercise its right of first refusal within 30 days after it receives the notice from the Co-Operative, the lessee may transfer to whomever best meets the restrictions, subject to the reasonable approval of the lessor.

21. Terms of contract. The lessee will include in any contract the following provisions:

(a) The vendor's obligation to complete the transfer to the purchaser is subject to approval of the transfer to the purchaser by the Provincial Rental Housing Corporation or successor body. If the Provincial Rental Housing Corporation or successor body does not approve the purchaser on or before the ______ day of ______ ______, 199_, this contract will be null and void and the vendor will have no obligation to transfer to the purchaser.

(b) Upon signing this contract, the purchaser will deliver to the vendor a statutory declaration in the form and substance of the statutory declaration attached as a schedule to this contract. Thereafter, the purchaser will deliver to the vendor such other information as the Provincial Rental Housing Corporation may require to decide whether to consent to the transfer to the purchaser.

22. Approval of transfer. The lessee will not complete the transfer under any contract until the lessor approves the transfer to the purchaser. Promptly after entering into a contract, the lessee will deliver to the Co-Operative a notarized true copy of the contract and the statutory declaration in the form and substance of the statutory declaration attached as Attachment 1 to this schedule, duly executed by the purchaser. The Co Operative will deliver that material to the lessor promptly.

The lessor will have 30 days from the date it receives the contract and statutory declaration to approve or refuse to approve the transfer to the purchaser. The lessor will notify the Co-Operative of its decision, giving reasons, and the Co-Operative will then advise the lessee promptly.

The lessor will approve the transfer only if it is satisfied that the purchaser is an eligible person and only if it is satisfied that the price the lessee is to receive under the contract meets the requirements of these restrictions. Each of the Co-Operative and the lessee will deliver promptly to the lessor such further information and evidence concerning those matters as the lessor may require.

23. Closing. The lessee must close the transaction and complete the transfer to the approved purchaser within 30 days after the date the lessor notifies the Co-Operative of its approval.

24. Appraisal costs. The lessee will pay to the Co Operative the cost of the appraisal report the Co Operative obtains under paragraph 10 on demand unless the lessee makes arrangements satisfactory to the Co-Operative to pay that cost from the price on the closing of the transfer. The lessee will pay the cost of the appraisal report it obtains under paragraph 12.

25. Co-operative's role. If the Co-Operative ceases to exist or, in the lessor's reasonable opinion, exhibits a pattern of failing to comply promptly with its obligations under this schedule, the lessor may notify the lessees that they must deal directly with the lessor or such person as the lessor may appoint for that purpose.

26. Exceptions. The lessor may waive all or some of the restrictions regarding the lease, assignment or occupancy of all or any of the strata lots in circumstances the lessor considers appropriate. The lessor hereby waives the restrictions with respect to the Commercial Strata Lots as defined in the ground lease, except for paragraph 28 of this schedule, unless and until the lessor approves their use for residential purposes under the strata lot leases and the zoning regulations so permit.

27. Gross household income. The lessor from time to time may adjust the gross household income limit of $70,000 per annum to take into account changes in income distributions and housing affordability. The lessor will notify the Co-Operative of any such adjustment and the Co-Operative will notify the lessees promptly. Such adjustments will not affect executory contracts.

RE.
B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

CANCELLED PURSUANT TO SECTION 216
STRATA PROPERTY ACT. MAR 2. 2004.
SEE BW 86577

13480A3A

STRATA PLAN LMS 2912

28. Assignment and attornment. If the lessee assigns or partially assigns its leasehold interest in a strata lot as permitted herein and by the strata lot lease then, concurrently therewith, the lessee will cause the assignee to deliver to the lessor an agreement in form and substance reasonably satisfactory to the lessor, and which will be binding and enforceable against the assignee and its heirs, executors, successors, administrators, and assigns, in which the assignee agrees with the lessor to comply with the lessee's obligations under the strata lot lease, from and after the effective date of the assignment for the remainder of the Term. If the lessee assigns its leasehold interest in a Strata Lot, the agreement of assignment and attornment will be in the form and substance of the agreement attached as Attachment 2 to this schedule. Any other form of transfer document must first be approved by the lessor.

29. Time. Time will be of the essence of this schedule.

30. Governing law. This schedule will be governed by and interpreted and enforced under the laws of British Columbia.

31. References. If the singular, masculine or neuter is used in this schedule, the same will be deemed to include reference to the plural, feminine or body corporate according to the context in which it is used.

32. Construction. The headings used in this schedule are for convenience only and are not intended to govern, limit or aid in the construction of any provision.

33. Validity of provisions or restrictions. If a court finds that any provision or restriction contained in this schedule is invalid, illegal, unenforceable, void or voidable, such a finding will not affect any other provisions or restrictions of this schedule. Such provision or restriction will be severed from this schedule and all remaining provisions or restrictions will be enforceable to the fullest extent permitted at law or at equity.

34. Waiver. No consent or waiver, expressed or implied, by a party of any default by another party in complying with its obligations under this schedule will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this schedule or at law or at equity.

35. Approvals. All approvals required or permitted under this schedule must be in writing to be effective.

36. Notices. All notices required or permitted under this schedule must be in writing. Any party who is required or permitted to deliver a notice under this schedule may do so only by registered mail, by telecopied transmission or by personal service:

(a) to the Co-Operative at 1707 Charles Street, Vancouver, British Columbia V5L 2T6 to the attention of the President;

(b) to the lessor at 1701-4330 Kingsway, Burnaby, British Columbia V5H 4S9 to the attention of the Director, Development Services; and

(c) to the lessee at the civic address of the strata lot where the lessee resides.

Service of any such notice will be deemed complete, if made by registered mail 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period; if made by telecopy on the first business day after the date when such telecopy is transmitted; and if made by personal service upon such personal service being effected. Any party, from time to time, by notice in writing to the other parties, may designate a different address or different or additional persons to which all such notices are thereafter to be addressed. The lessor or the Co-Operative may effect personal service on any lessee by placing the notice in a mail receptacle or the principal residence or, if there is no such receptacle, then fastened to the door of the lessee's strata lot.

ATTACHMENT 1

CANADA) IN THE MATTER OF the strata lot (the "strata lot") situate in Vancouver British Columbia legally described as:

PROVINCE OF BRITISH COLUMBIA) (Insert legal description)

TO WIT:

1. I, __________, of ____ ____, __________, British Columbia intend to take a transfer from __________ (the "vendor") in connection with the strata lot.

2. I have entered into a contract (the "contract") to take that transfer. The contract is dated the __ day of __________, 1995 and that is the date I signed the contract.

3. The purchase price of $ __________ set out in the contract is the only amount of money or other consideration that I or any person on my behalf intends to pay or will pay to the vendor, directly or indirectly, for the transfer and for everything connected with it including, without limitation, the transfer of appliances and parking rights or privileges.

4. I am a Canadian citizen or the Government of Canada has lawfully admitted me to Canada for permanent residence.

5. I have continuously maintained a principal residence in British Columbia for at least one year before the date of the contract.

6. I have either

A. not held a registered interest in land, in British Columbia or elsewhere, that constituted my principal residence, for at least five years before the contract date, or

B. held such a registered interest in land and have experienced hardship as a result of a sale of such land, including:

I. having had to sell my principal residence as the result of a break-up of a marriage or common-law relationship,

II. having moved to a new community for employment reasons and, as a result, having sold my principal residence, or

III. having sold my principal residence or been foreclosed and experienced a loss of equity.

7. I intend to take the transfer for the purpose only of using the strata lot as a principal residence for me and my family, and I will use the strata lot for that purpose. I understand that:

(a) "family" means at least two people, including the individual who is taking the transfer, who are related by blood or marriage, including common law spouses, or who are not so related but where one person is dependent on the other on a continuing basis, and includes dependents;

(b) "principal residence" means the usual place where an individual makes his or her home; and

(c) "transfer" means the assignment by the lessee of its leasehold interest in its strata lot or the sub-letting or parting with possession by the lessee of the whole or part of its strata lot for the whole or part of the term of the strata lot lease or the grant or license of any occupancy rights by the lessee pertaining to the whole or part of its strata lot for the whole or part of the term of the strata lot lease.

8. On the date I signed the contract, my gross household income did not exceed $70,000.

9. I am aware that Provincial Rental Housing Corporation may rely on this statutory declaration and I agree to submit such additional information as the vendor or Provincial Rental Housing Corporation may reasonably request.

10. I am aware that swearing a false statutory declaration is a criminal offence.

DECLARED BEFORE ME at __________, British Columbia the ______ day of __________, 199__

____ ____________ ____

A Commissioner for taking affidavits in British Columbia
A Notary Public in and for the Province of British Columbia

ATTACHMENT 2

AGREEMENT OF ASSIGNMENT AND ATTORNMENT

THIS CONSENT, ASSIGNMENT AND ATTORNMENT AGREEMENT dated for reference __________, 19__

BETWEEN:

PROVINCIAL RENTAL HOUSING CORPORATION
1701 – 4330 Kingsway, Burnaby,
British Columbia V5H 4S9

(the "Owner")

AND:

(the "Assignor")

AND:

(the "Assignee")

WHEREAS:

A. The Owner is the registered owner of the Strata Lot;

B. The Strata Lot is leased to the Assignor under the Strata Lot Lease;

C. The Assignor wishes to assign its leasehold interest in and to the Strata Lot Lease to the Assignee on the terms and conditions of this Agreement, and the Assignee wishes to accept such assignment on these terms and conditions; and

D. The Owner has agreed to consent to such assignment on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sums of $1.00 now paid by each party hereto to each other party, and other good and valuable consideration, the receipt and sufficiency of which each of the parties acknowledges, the Owner, the Assignor and the Assignee warrant, represent, covenant and agree with one another that:

SECTION 1

INTERPRETATION

1.1 Definitions. In this Agreement:

(a) "Agreement" means this document and the schedules attached to it;

(b) "Effective Date" means the reference date of this Agreement;

(c) "Ground Lease" means the lease between the Owner and the Assignor, or the predecessor in title of the Assignor, registered in the New Westminster/Vancouver Land Title Office under number BK227858, as amended;

RE.
B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

CANCELLED PURSUANT TO SECTION 216
STRATA PROPERTY ACT. MAR 2, 2003.
SEE: BW 86577

STRATA PLAN LMS 2912

(d) "Strata Lot" means that strata lot, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, situate in Vancouver, British Columbia and legally described as ______ ;

(e) "Strata Lot Lease" means the lease of the Strata Lot resulting from the conversion of the Ground Lease into the strata lot lease for the Strata Lot in the form of the model strata lot lease attached to the Ground Lease upon deposit in the ______ Land Title Office of strata plan ______

(f) "Lessee" means the lessee defined in the Strata Lot Lease; and

(g) "Term" means the period of time defined as the "Term" in the Strata Lot Lease.

1.2 Time. Time will be of the essence of this Agreement. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other parties. If a time is specified in this Agreement for complying with an obligation, such time will be then local Vancouver, British Columbia time.

1.3 Governing law. This Agreement will be governed and interpreted under the laws of British Columbia.

1.4 References. If the singular, masculine or neuter is used in this Agreement, the same will be deemed to include reference to the plural, feminine or body corporate according to the context in which it is used.

1.5 Construction. The division of this Agreement into sections and the use of headings are for convenience and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement will be construed simply, according to its fair meaning, and not strictly for or against either party.

1.6 Validity of provisions. If a court finds that any provision contained in this Agreement is void, voidable, invalid, illegal or unenforceable, such finding will not affect any other provisions of this Agreement which will be construed as if such provision had never been contained therein and all other provisions of the Agreement will be enforceable to the fullest extent permitted at law or at equity.

1.7 Waiver. No consent or waiver, expressed or implied, by a party of any default by another party in complying with its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. Failure on the part of any party to complain of any act or failure to act by another party or to declare another party in default, no matter how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement or at law or at equity.

1.8 Enuring effect. This Agreement will enure to the benefit of and be binding upon the heirs, executors, successors, administrators and permitted assigns of each of the parties to this Agreement.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.1 Representations and warranties of the Assignor. The Assignor represents and warrants to each of the Owner and the Assignee, as of the Effective Date, that:

(a) the Assignor has full power, authority and capacity to execute and deliver to each of the Owner and the Assignee this Agreement, and to duly comply with its obligations hereunder;

(b) this Agreement constitutes a legal, valid and binding obligation of the Assignor enforceable against the Assignor according to its terms, and all corporate and other acts, conditions and things required to be performed or observed or to have happened before the execution and delivery of this Agreement in order to make all of the Assignor's obligations hereunder legal, valid, binding and enforceable according to the terms of this Agreement have been performed in due and strict compliance with all applicable laws and regulations and of any statutory requirements affecting the Assignor, before the execution and delivery hereof;

(c) the Strata Lot Lease is a good, valid and subsisting lease in law, and has not been modified, terminated, surrendered or forfeited or become void or voidable or been assigned, except to the Assignor or to the Assignor's predecessors in title, and the rents and other payments and covenants therein reserved and contained have been duly paid or complied with up to the date hereof; and

(d) the Assignor has not defaulted in complying with its obligations under the Strata Lot Lease, and, to the best of the Assignor's knowledge, the Owner has not defaulted in complying with its obligations thereunder.

2.2 Representations and warranties of the Assignee. The Assignee represents and warrants to each of the Owner and the Assignor, as of the Effective Date, that:

(a) the Assignee has full power, authority and capacity to execute and deliver to each of the Owner and the Assignor this Agreement, and to duly comply with its obligations hereunder;

(b) this Agreement constitutes a legal, valid and binding obligation of the Assignee enforceable against the Assignee according to its terms, and all corporate and other acts, conditions and things required to be performed or observed or to have happened before the execution and delivery of this Agreement in order to make all of the Assignee's obligations hereunder legal, valid, binding and enforceable according to the terms of this Agreement have been performed in due and strict compliance with all applicable laws and regulations and of any statutory requirements affecting the Assignee, before the execution and delivery hereof; and

(c) if the Restrictions, as defined in the Model Strata Lot Lease, apply to the Strata Lot then the Assignee is an Eligible Person as defined in the Restrictions.

SECTION 3

TERMS OF THE AGREEMENT

3.1 Assignment. The Assignor hereby assigns, transfers and sets over to the Assignee all the Assignor's right, title and interest in and to the Strata Lot by virtue of the Strata Lot Lease, and all the incidents of ownership which have accrued to the Assignor in connection with the Assignor's interest in the Strata Lot by virtue of the Condominium Act of British Columbia, for the Assignee to have and to hold from and after the Effective Date for the balance of the Term.

3.2 Acceptance of the assignment. The Assignee hereby accepts the assignment referred to in section 3.1.

3.3 Consent to the assignment. The Owner hereby consents to the assignment referred to in section 3.1.

3.4 Assignee's obligations. The Assignee covenants and agrees with each of the Assignor and the Owner to attorn to the Lessor, and to comply with all the obligations of the Lessee, under the Strata Lot Lease, and to be bound by all the terms and conditions which apply to the Lessee under the Strata Lot Lease, from and after the Effective Date for the balance of the Term, as fully and effectually as if the Assignee were the Lessee named in the Strata Lot Lease.

3.5 Assignor's obligations. The Assignor covenants and agrees with each of the Assignee and the Owner to comply with all the obligations of the Lessee under the Strata Lot Lease, and to be bound by all the terms and conditions which apply to the Lessee under the Strata Lot Lease, which ought to have been complied with, or in respect of which the Owner had a right of exercise, or which relate to the period, before the Effective Date.

3.6 Assignee's indemnity. The Assignee hereby indemnifies and saves harmless each of the Assignor and the Owner from and against all loss, costs, damages, claims, demands, actions or other legal proceedings arising out of or in connection with any breach by the Assignee in complying with its obligations under section 3.4. This indemnity will survive the expiration or earlier termination of the Term, and will continue until the Assignee has fully and effectually complied with all such obligations.

3.7 Assignor's indemnity. The Assignor hereby indemnifies and saves harmless each of the Assignee and the Owner from and against all loss, costs, damages, claims, demands, actions or other legal proceedings arising out of or in connection with any breach by the Assignor in complying with its obligations under section 3.5. This indemnity will survive the expiration or earlier termination of the Term, and will continue until the Assignor has fully and effectually complied with all such obligations.

3.8 Covenantor or guarantor. If any person, firm or corporation executed and delivered the Strata Lot Lease, or any prior assignment thereof, to the Owner as covenantor or guarantor thereunder, the Assignor will cause such person, firm or corporation to execute and deliver to the Owner, before the Effective Date, an agreement, in form and substance reasonably satisfactory to the Owner and binding and enforceable against such person, firm or corporation and its heirs, executors, administrators, successors and assigns, whereby such person, firm or corporation agrees to continue to be bound by the covenants and agreements on its part set out in the Strata Lot Lease or in any prior assignment thereof, as the case may be, unless the owner agrees to waive this requirement.

3.9 Assignee's acknowledgment. The Assignee acknowledges to each of the Assignor and the Owner that the Assignee has had the opportunity to read and understand the contents of the Ground Lease and the Strata Lot Lease.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the reference date set out on the first page of this Agreement.

The common seal of
Provincial Rental Housing Corporation
was affixed to this Agreement
by its duly authorized signatories:

Authorized Signatory

Authorized Signatory

Signed, sealed and delivered
in the presence of:

Name

Address

Occupation

The common seal of ______
was affixed to this Agreement
by its duly authorized signatories:

Authorized Signatory

Authorized Signatory

Signed, sealed and delivered
in the presence of:

Name

Address

Occupation

The common seal of ______
was affixed to this Agreement
by its duly authorized signatories:

Authorized Signatory

Authorized Signatory

RJE.
B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

13480A4

FLOOR PLANS

STRATA PLAN LMS 2912

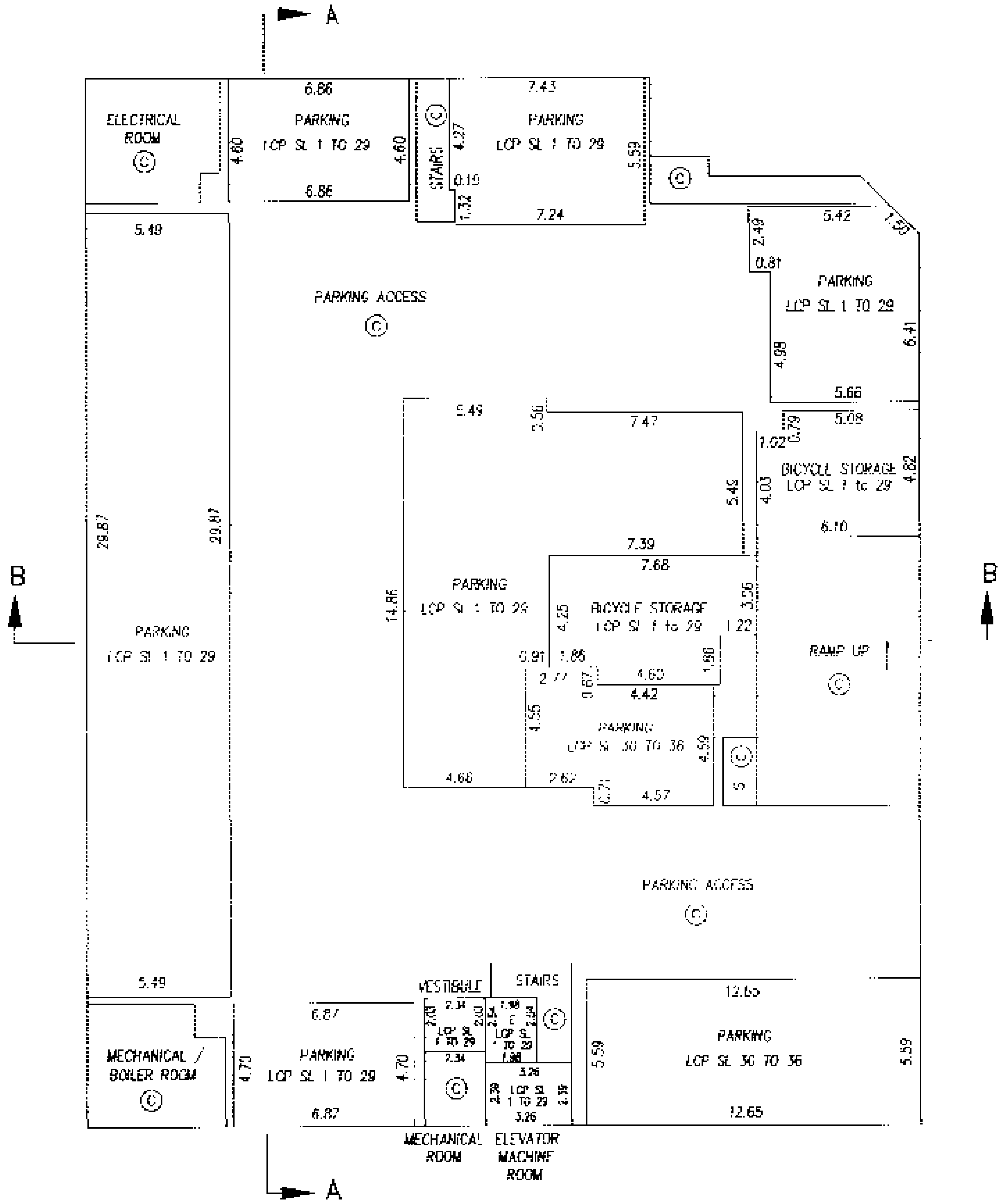
SCALE 1:200

0 5 10 15

ALL DISTANCES IN METRES

N

PARKING FLOOR



B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

13480A5

FLOOR PLANS

STRATA PLAN LMS 2912

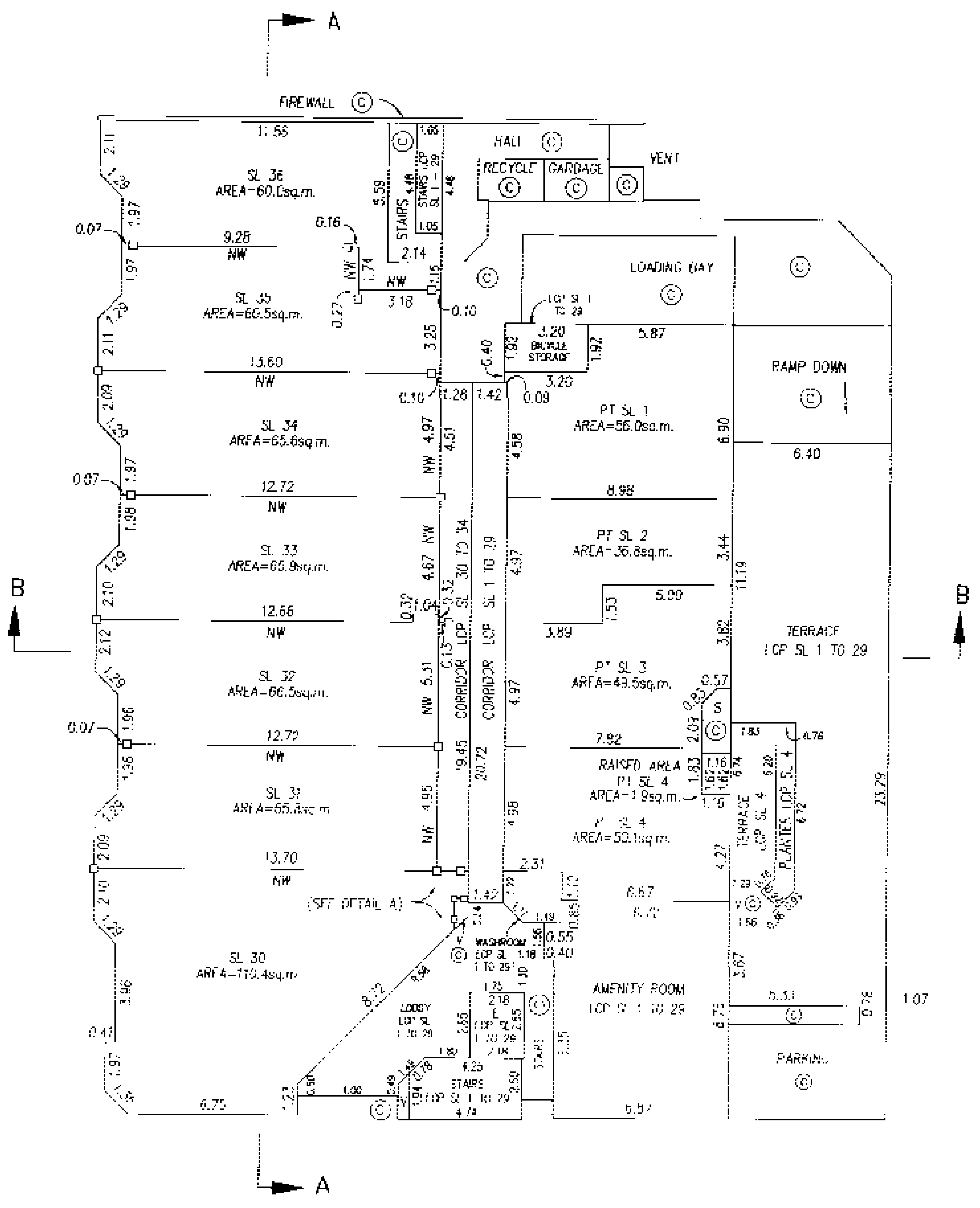
SCALE 1:200

0 5 10 15

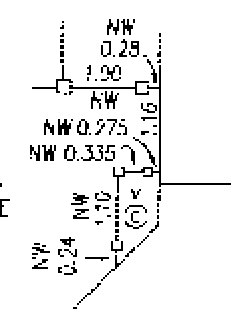
ALL DISTANCES IN METRES

N

MAIN FLOOR



DETAIL A
NOT TO SCALE



R.J.E.

B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

FILED LMLMS2912 RCVD:1997-08-28 PRNT: 2008-02-08-10.59.57.305699

FLOOR PLANS

STRATA PLAN LMS 2912

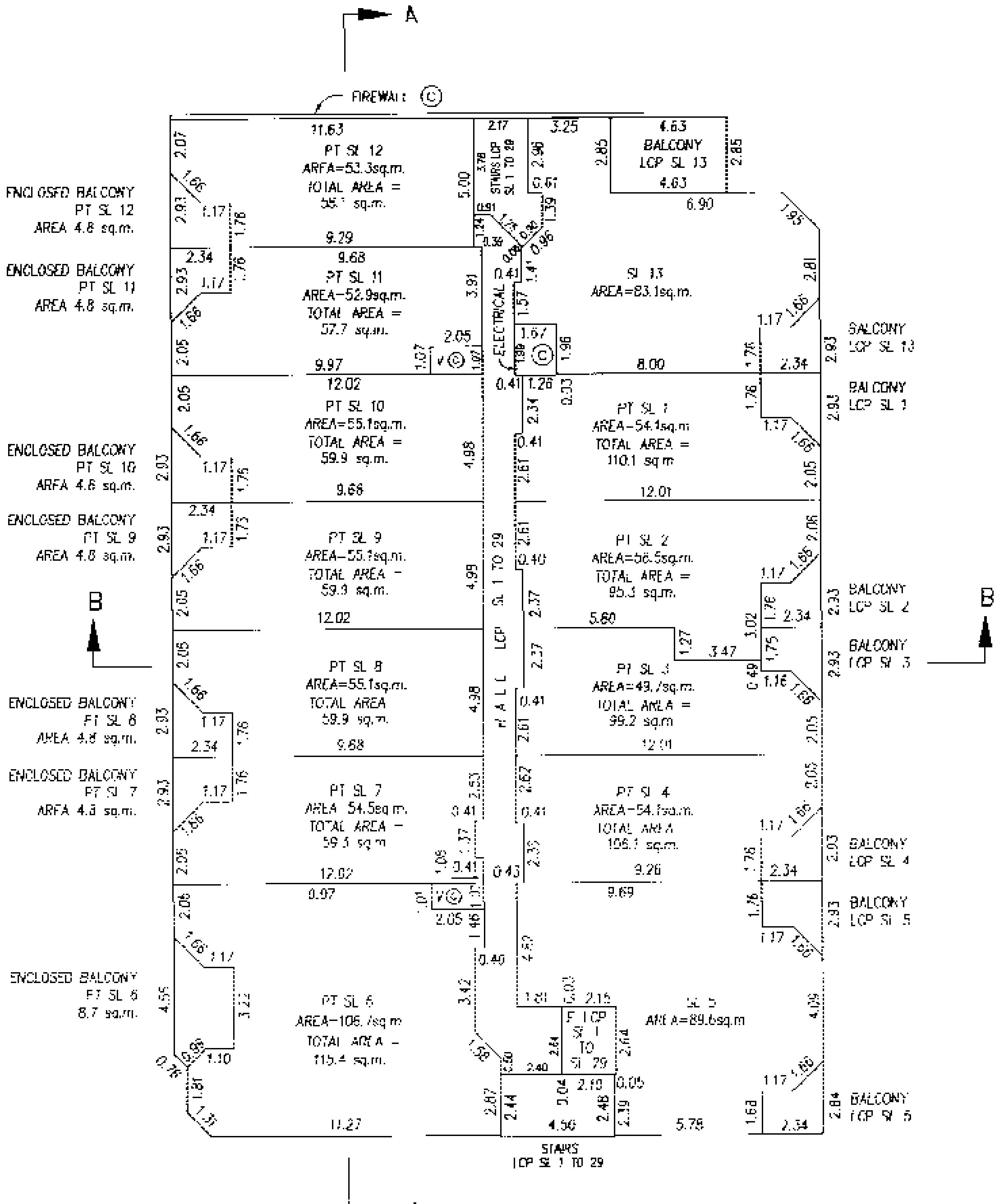
SCALE 1: 200

0 5 10 15

ALL DISTANCES IN METRES

N

SECOND FLOOR



RJE.

B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

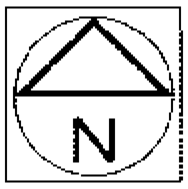
FLOOR PLANS

STRATA PLAN LMS 2912

SCALE 1:200

0 5 10 15

ALL DISTANCES IN METRES



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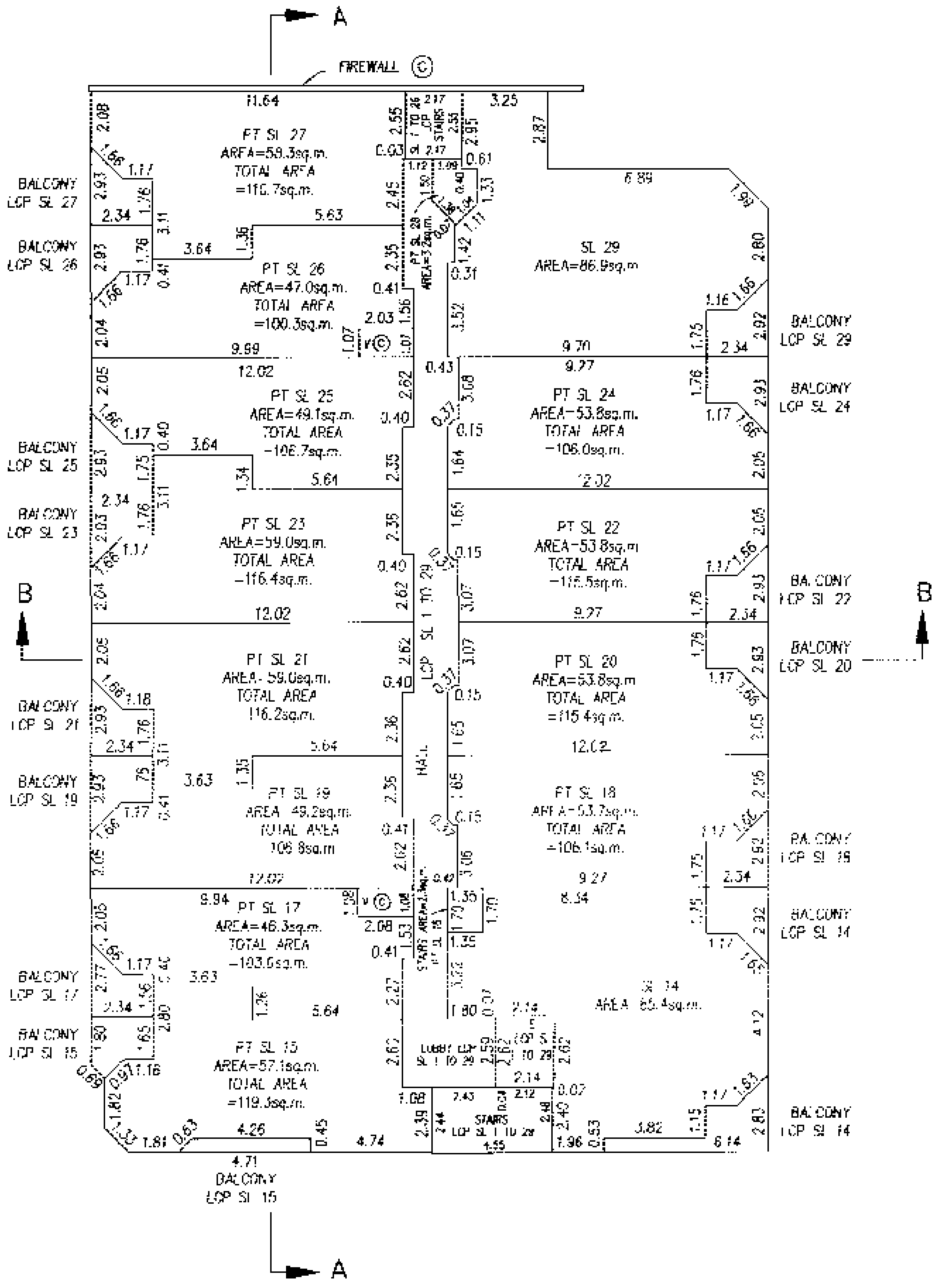


R.J.E.

B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

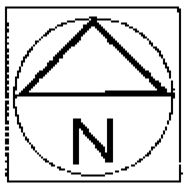
FLOOR PLANS

STRATA PLAN LMS 2912

SCALE 1: 200

0 5 10 15

ALL DISTANCES IN METRES



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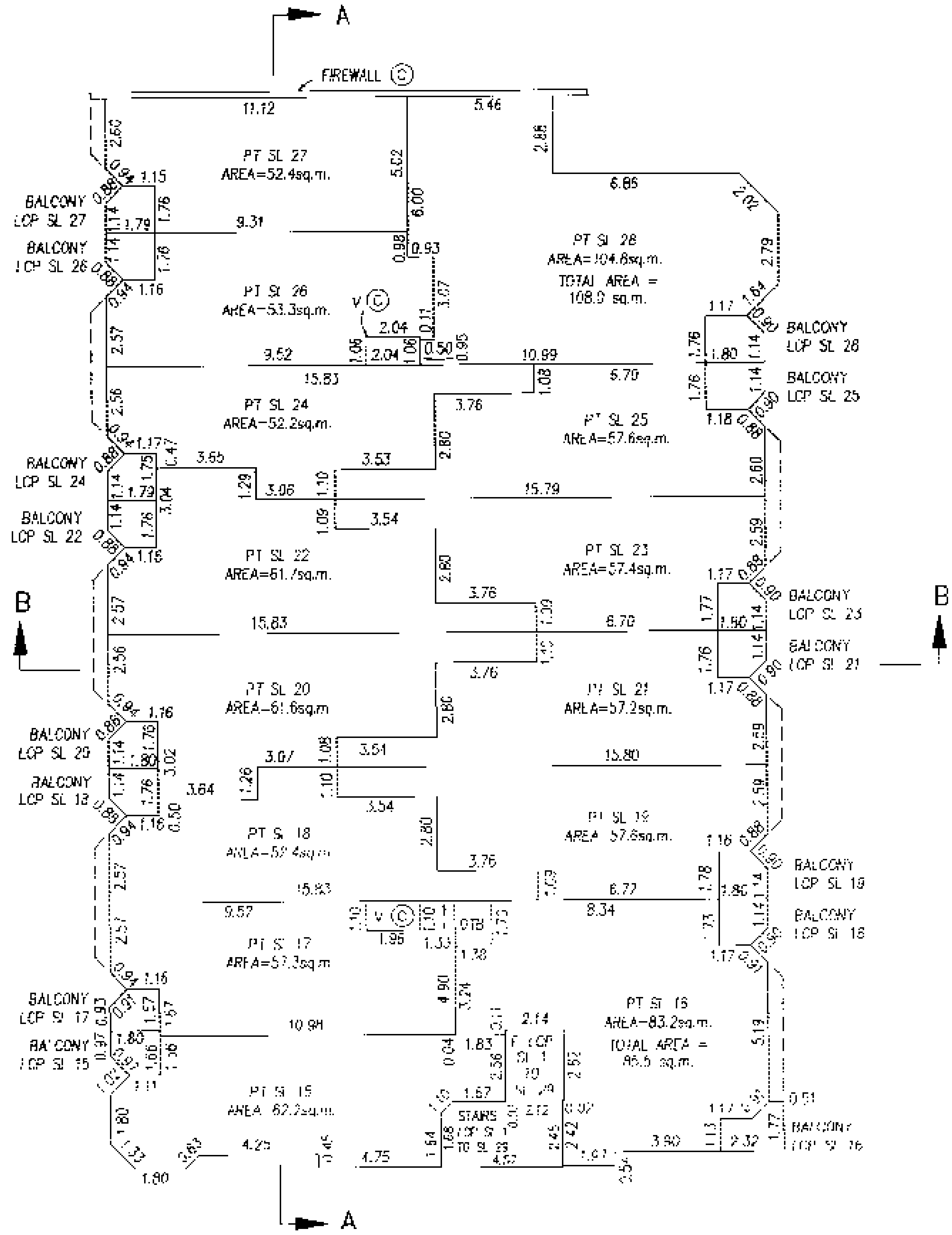


DATED THIS 3rd DAY OF March 1997.

B.C.L.S.

FILED LMLMS2912 RCVD:1997-08-28 PRNT: 2008-02-08-10.59.57.305699

FLOOR PLANS

STRATA PLAN LMS 2912

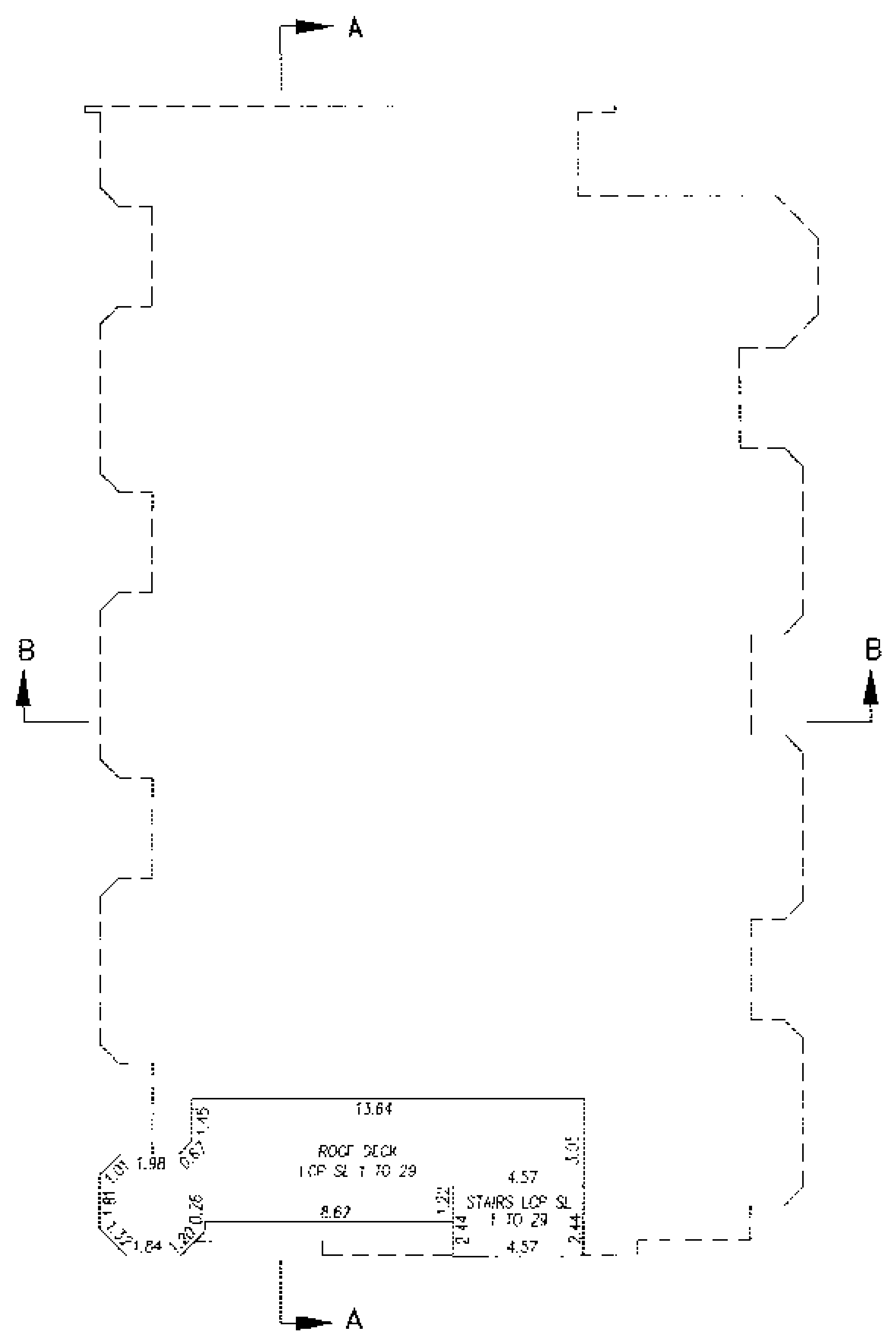
SCALE 1: 200

0 5 10 15

ALL DISTANCES IN METRES

N

ROOF DECK PLAN



DATED THIS 3rd DAY OF March 1997.

B.C.L.S.

SECTIONS

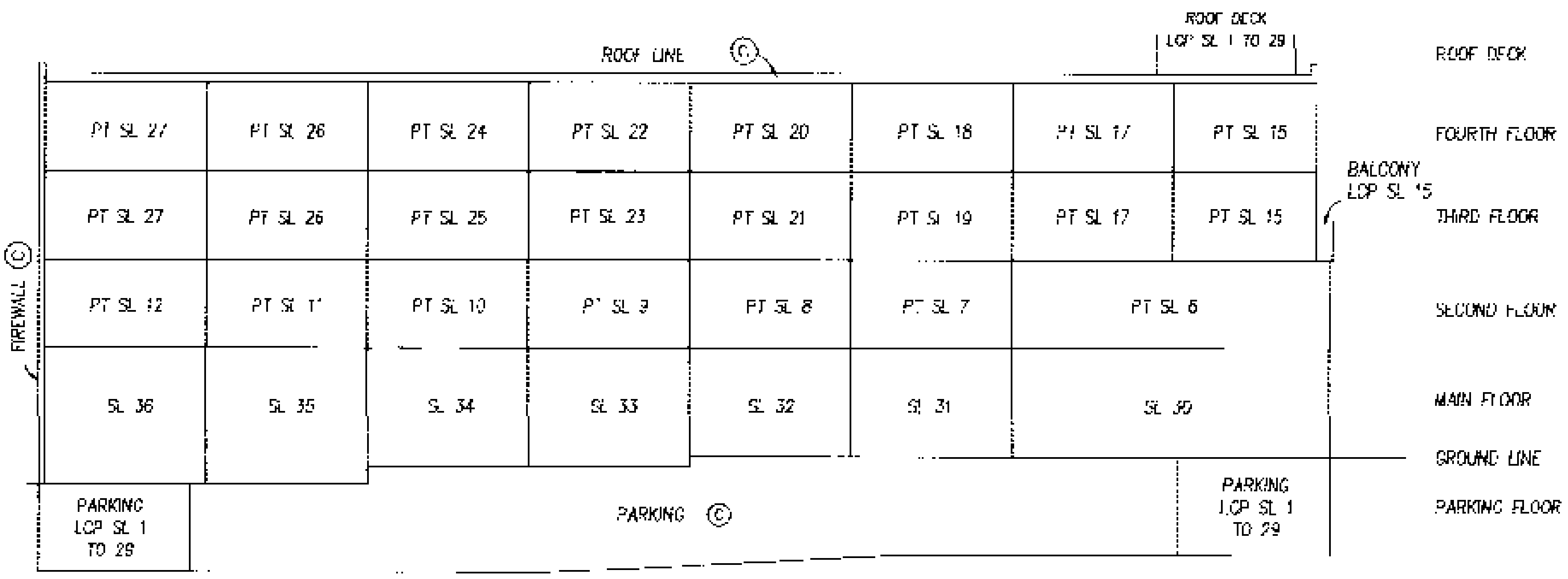
STRATA PLAN LMS 2912

SCALE 1: 200

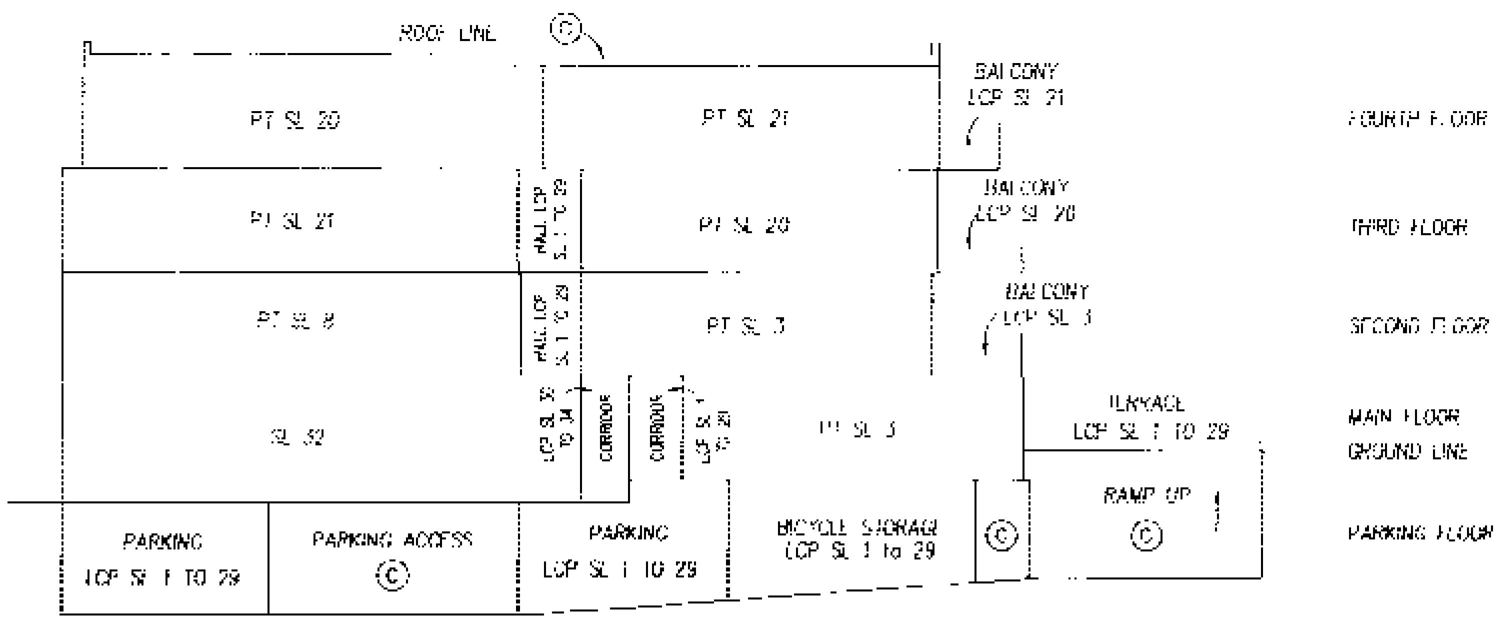
0 5 10 15

ALL DISTANCES IN METRES

SECTION A – A



SECTION B – B



RJE.

BCLS

DATED THIS 3rd DAY OF March 1997.

STRATA PLAN LMS 2912

RECORD OF BY LAWS AND ORDERS ETC.

FILING		DOCUMENT	
NUMBER	DATE	DATE	NATURE OF PARTICULARS
BL298964	1997/08/28		NOTIFICATION OF CHANGE OF BYLAWS

Bylaw Sheet Closed

Search ALTOS? or LC Online for Current Information. BC Reg. 76/...

RJE. B.C.L.S.

DATED THIS 3rd DAY OF March 1997.

STRATA PLAN LMS 2912

DEALINGS AFFECTING THE COMMON PROPERTY

REGISTRATION		DOCUMENT	
NUMBER	DATE	DATE	NATURE OF PARTICULARS
		COMMON	PROPERTY SHEET
		CLOSED:	1997/08/28
		SEARCH	ALTOS2 OR BC
		ONLINE	FOR CURRENT
		INFORMATION	BC REG. 76/95
		KENNETH D JACQUES REGISTRAR	
		VANCOUVER / NEW WESTMINSTER	
		LAND TITLE DISTRICT	

RJE
B.C.L.S.

DATED THIS 3rd DAY OF March 1997.