D E C L A R A T I O N

Made Pursuant to The Condominium Act

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursunt to the provisions of the Condominium Act, R.S.O. 1980, Chapter 84, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act)

BY:

REEMARK WESTNEY PLACE LIMITED

a corporation incorporated under the laws of the Province of Ontario (hereinafter called the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises (the "Lands") situate in the Town of Ajax, in the Regional Municipality of Durham, and being more particularly described in Schedule "A" hereto and in the Description (the "Description") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a multi-storey building upon the Lands containing one hundred and fifty-six (156) dwelling units (which Lands and building are hereinafter collectively called the "Property");

AND WHEREAS the Declarant intends that the Property shall be governed by the Act and that the words used herein have the same meaning as in the Act unless otherwise specified.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

CONSENT OF ENCUMBRANCERS

THE CONSENT of every person having a registered mortgage against the Property are attached as Schedule "B".

BOUNDARIES OF UNITS AND MONUMENTS

THE MONUMENTS controlling the extent of the units are the physical surfaces mentioned in Schedule "C".

COMMON INTEREST AND COMMON EXPENSES

EACH OWNER shall have an undivided interest in the common elements as a tenant-in-common with all other owners and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and of the proportions of the contributions to common expenses shall be one hundred percent (100%).

ADDRESS FOR SERVICE AND MAILING ADDRESS

THE ADDRESS of the Corporation for service and mailing is:

194 Merton Street
Suite 200
Toronto, Ontario
M4S 3B7

or such other address as the Corporation may by resolution of the Board of Directors determine.

SPECIFICATION OF COMMON EXPENSES

COMMON EXPENSES means the expenses of the performance of the objects and duties of the Corporation, and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached. In addition to the foregoing, any

losses, costs or damages incurred by the Corporation by reason of a breach of any provisions contained in the by-laws, rules or this declaration, as same may be amended from time to time, by any unit owner, his family members, tenants, licensees or invitees shall be borne and paid by such owner and shall comprise part of the common expenses of the Unit, which, in the event of default in payment by the owner, may be recovered by the Corporation in the same manner as common expenses. Each owner, including the Declarant, shall pay to the Corporation, his proportionate share of the common expenses as set out in Schedule "D" hereto.

UNITS

(a) EACH UNIT shall be occupied and used only as private, single family residences in such a manner so as not to interfere with the use and enjoyment by other owners of their units or the common elements

(b) NO UNIT shall be occupied or used in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

(c) THE OWNER of each unit shall comply, and shall require all residents and visitors in or to his unit to comply with the Act, the Declaration, the by-laws and the rules.

(d) NO OWNER shall make any structural change or alteration in or to his unit including the removal and installation of toilet, bath tub, wash basin, sink, heating, air conditioning, plumbing or electrical installation contained in or forming part of his unit; or alter the exterior design or colour or any part of his unit where such change, alteration, decoration or painting is normally visible from the exterior thereof or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain without the prior consent in writing of the board, which may attach any reasonable condition to its consent or which may in its discretion withhold its consent.

(e) PETS - No animal, livestock, fowl, bird, insect, reptile or pet of any kind shall be kept in any unit.

(f) NOTWITHSTANDING ANYTHING else contained herein or in the by-laws or any rules, the Declarant may complete construction of the buildings and other improvements on the Property, may maintain units as models for display and sales purposes including a sales office and may maintain a construction office, displays and signs on the Property and may show any units to prospective purchasers until all of the units owned by the Declarant have been sold but not so as to interfere with the reasonable use and enjoyment of the common elements or other units.

(g) (i) THE CORPORATION, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections,

adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property.

(ii) IN CASE of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit or common elements or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(iii) IF AN owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(iv) THE CORPORATION shall retain a key to all locks to each unit. No owner shall change the lock or place any additional locks on the doors to any unit or in the unit without first obtaining the written consent of the Corporation, provided that any such changed or additional lock shall be capable of being locked and unlocked by and be compatible in all respects with the master key system used by the Corporation.

(v) THE RIGHTS and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

(h) (i) NO OWNER shall lease his unit unless he causes the lessee to deliver to the Corporation an agreement signed by the lessee to the following effect:

"I, _____ covenant and agree that I, the members of my household and my guests from time to time will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and by-laws, and all rules of the Condominium Corporation during the term of my tenancy."

(ii) NO LESSEE shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the lessee shall deduct, from the rent payable to the owner, the owner's share of the common expenses and shall pay the same to the Corporation.

(iii) ANY OWNER leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit.

(iv) WHERE THE OWNER of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.

(i) Each exclusive use parking space shall be used and occupied only for the parking of a private passenger automobile, station wagon or motorcycle. The owner of each unit to which an exclusive use parking space is assigned shall maintain such space in a clean and tidy condition. The Corporation may arrange for the cleaning and sweeping of parking spaces, the expense of which will be provided for in the annual budget of the Corporation. No owner of a unit to

which an exclusive use parking space or locker is assigned shall enter into a lease or any other occupancy or licence agreement pertaining to such parking space or locker unless the tenant, licensee or permitted occupant of the parking space or locker is an owner, tenant or an immediate family member of an owner or tenant of a unit residing within the building. The term of any lease of any parking space or locker to a tenant shall not exceed the term of the tenancy pursuant to which the tenant occupies a unit in the building.

COMMON ELEMENTS

(a) SUBJECT TO the provisions of the Act, the Declaration, the by-laws, and the rules, each owner has the full use, occupation and enjoyment of the whole or any part of the common elements, except as hereinafter otherwise provided. The common elements shall only be used in such a manner so as not to interfere with the use and enjoyment of the units or the common elements by other owners.

(b) SUBJECT TO the provisions of the Act, this Declaration the by-laws and any rules, the owner of those units as designated in Schedule "F" shall have respectively the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

(c) WITHOUT THE consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as the superintendent's apartment, utility areas, building maintenance storage areas, manager's office, operating machinery, boiler or machinery rooms, or any other parts of the common elements used for the care, maintenance, or operation of the property provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its agents.

(d) NOTWITHSTANDING ANYTHING else contained herein or in the by-laws or any rules, the Declarant may complete construction of the building and other improvements on the property and until all of the units owned by the Declarant have been sold, the Declarant shall be entitled to erect and maintain a sales office and signs for marketing and/or sales purposes upon any part or parts of the common elements and at all times and from time to time to show any part or parts of the common elements to prospective purchasers.

(e) NOTWITHSTANDING ANYTHING else contained herein or in the by-laws or any rules, the Declarant may store any construction materials and equipment on the Property or any part thereof until all of the units in the Corporation have been completed and the building being constructed on lands adjacent to the Property have been completed.

(f) FOR THE PURPOSES of subsection 1 of Section 38 of the Act, the board shall decide whether any addition, alteration or improvement to or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

(g) NO ANIMAL livestock, fowl, bird, insect, reptile or pet of any kind shall be kept upon the common elements.

(h) Each visitors parking space comprising part of the common elements of the Corporation shall be used only by visitors and guests of the owners and tenants of the units for purposes of parking only one motor vehicle per space.

MAINTENANCE AND REPAIRS

(a) EACH OWNER shall maintain his unit and, subject to the provisions of this Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense.

(b) EACH OWNER shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the units and common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

(c) NOTWITHSTANDING that they may be part of the common elements, each owner shall maintain the interior surfaces of doors which provide the means of ingress and egress from a unit, and the interior surfaces of windows.

(d) THE CORPORATION shall make any repairs that an owner is obligated to make and which he does not make within a reasonable time; and in such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as the board may by resolution from time to time approve. The Corporation may collect all such sums of money in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

(e) THE CORPORATION shall repair and maintain the common elements other than as herein provided and shall be permitted access to any areas designated as exclusive use common elements in order to repair or maintain such areas, any other portion of the common elements or any unit. The Corporation shall not be responsible to clean the interior surfaces of windows or the entry doors. The Corporation shall be reimbursed in full for the costs expended by it in accordance with the provisions of subparagraph (d) hereof.

INSURANCE

(a) BY THE CORPORATION - The Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

(i) INSURANCE under commercial building form (all risk) and such other perils as the board may from time to time deem advisable, insuring;

(A) the Property, excluding the units and any improvements and betterments made or acquired by an owner;

(B) personal property, owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for

depreciation, which policy may be subject to a loss deductible clause.

(ii) INSURANCE under commercial buildings form (all risk) and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation. Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement, and shall, if obtainable, contain the following provisions

(A) loss shall be payable to the Insurance Trustee;

(B) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household or guests of any owner or occupant of a unit, except for arson and fraud;

(C) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon including any mortgagee and the Insurance Trustee who has given notice to the insurer;

(D) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured or mortgagee in possession;

(E) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;

(F) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the Property by the Act is terminated;

(iii) PUBLIC LIABILITY and property damage insurance insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than Two Million ($2,000,000) Dollars but without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against owners, and any member of the household or guests of any owner or occupant of a unit;

(iv) BOILER, machinery and pressure vessels insurance to the extent required as the board may from time to time deem advisable.

(b) GENERAL PROVISIONS

(i) PRIOR TO obtaining any policy of insurance under subclause (a) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

(ii) THE CORPORATION, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment, provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

(iii) EVERY MORTGAGEE shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph (iii) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also the right of a mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired.

(iv) A CERTIFICATE or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

(v) NO INSURED, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

(c) BY THE OWNER - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(i) INSURANCE ON any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(ii) PUBLIC LIABILITY INSURANCE covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

INSURANCE TRUST AGREEMENT

(a) THE CORPORATION shall enter into and at all times maintain an insurance trust agreement with a trust company registered under The Loan and Trust Corporations Act, or chartered bank, or in the event no such institution will agree to act, such other institution authorized to act as trustee as the board of directors may approve.

The Insurance Trust Agreement shall provide:

(i) that the Trustee shall hold insurance proceeds received by the Trustee in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, and

(ii) that in the event of termination of the government of the property by the Act, proceeds are to be disbursed to the owners and their respective mortgagees as their interest may appear.

GENERAL MATTERS AND ADMINISTRATION

(a) EACH OF the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(b) THE FAILURE to take action to enforce any provision contained in the Act, this Declaration, the by-laws or any rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

(c) THIS DECLARATION shall be read with all changes of number and gender required by the context.

(d) THE HEADINGS in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

(e) THE CORPORATION shall ensure that all records required by the Act, this Declaration and the by-laws are kept current and that plans and specifications maintained reflect all changes to the Property, and that all such records, plans and specifications be available for inspection by owners and mortgagees of the units. All information required by the Act and the by-laws to be given to owners shall be given to the mortgagees of each unit as recorded by the Corporation who have requested such information.

WATER METERING

It is the duty of the Corporation to provide and maintain unobstructed access to the existing water meters in the building for servicing by The Regional Municipality of Durham and any metering changes proposed by the Corporation are to be approved by

The Regional Municipality of Durham and all costs involved in the rearrangement thereof are to be paid by the Corporation.

DATED AT Toronto this 5th day of April, 1990.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper signing officers authorized to sign such documents.

REEMARK WESTNEY PLACE LIMITED

Per:_____c/s
Authorized Signing Officer

SCHEDULE 'A'

In the Town of Ajax, in the Regional Municipality of Durham, formerly in the Township of Pickering, in the County of Ontario, being composed of:

FIRSTLY

Part of Block 157 according to a plan registered in the Land Registry Office for the Land Titles Division of Durham, at Whitby, as Plan M-1213 (Ajax), designated as PARTS 1 and 2 upon a plan of survey of record deposited in the said Land Registry Office as Plan 40R-7266;

SUBJECT TO an easement in favour of The Corporation of the Town of Ajax over part of Block 157 upon said Registered Plan M-1213, designated as PART 2 upon said Plan 40R-7266, for the purposes of, and subject to, the conditions and covenants as set out in Transfer of Easement LT 152910;

SUBJECT TO an easement in favour of The Regional Municipality of Durham over that part of Block 157 upon said Registered Plan M-1213, designated as PART 2 upon a plan of survey of record deposited in the said Land Registry Office as Plan 40R-7080 for the purposes of, and subject to, the conditions and covenants as set out in Transfer of Easement LT 174034.

SUBJECT TO an easement in favour of the Corporation of The Town of Ajax over that part of Block 157 upon said Registered Plan M-1213 designated as PARTS 1 and 2 upon a plan of survey of record deposited in the said Land Registry Office as Plan 40R-10558, for the purposes as set out in Instrument LT 388095;

Being All of Parcel 157-1, Section M-1213.

SECONDLY

Part of Lot 12 in Concession 2, formerly in the Geographic Township of Pickering, in the County of Ontario, designated as PART 3 upon a plan of survey of record deposited in the said Land Registry Office as Plan 40R-7266.

Being Part of Parcel Con-2-12-2, Section Ajax.

July 20, 1989
Ref: 88-190-0

File: 136B

SCHEDULE "B"

The undersigned, having a registered mortgage within the meaning of Clause B of subsection 1 of Section 3 of The Condominium Act registered as Number LT461349 in the Land Registry Office for the Land Titles Division of Durham hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or or interest appurtenant to the land described in the description.

DATED at Toronto this day of January, 1990

ROYAL TRUST CORPORATION OF CANADA

Per:

Name PAUL GOH CAROL GOODWIN

Title DIRECTOR, PRIVATE BANKING SERVICES VICE-PRESIDENT, PRIVATE BANKIN SERVICE

(I have authority to bind the Corporation)

SCHEDULE "B"

The undersigned, having a registered mortgage within the meaning of Clause B of subsection 1 of Section 3 of The Condominium Act registered as Number LT351128 in the Land Registry Office for the Land Titles Division of Durham hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or or interest appurtenant to the land described in the description.

DATED at Toronto this 27th day of January, 1990

CENTRAL GUARANTY TRUST COMPANY

Per: Bob L. Foster

Name BOB L. FOSTER
Title Assistant Vice President
Commercial Lending

(I have authority to bind the Corporation)

By ARTICLES OF AMALGAMATION registered in the said Land Registry Office as Number LT432396 CENTRAL TRUST COMPANY, GUARANTY TRUST COMPANY OF CANADA, NOVA SCOTIA SAVINGS & TRUST COMPANY & YORKSHIRE TRUST COMPANY amalgamated under the name CENTRAL GUARANTY TRUST COMPANY

SCHEDULE "B"

The undersigned, having a registered mortgage within the meaning of Clause B of subsection 1 of Section 3 of The Condominium Act registered as Number LT424199 in the Land Registry Office for the Land Titles Division of Durham hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interest appurtenant to the land described in the description.

DATED at Toronto this 1st day of MARCH, 1990

THE MUTUAL TRUST COMPANY

Per: _____

Name S. SCOTT CAMERON
Title VICE PRESIDENT

(I have authority to bind the Corporation)

SCHEDULE "B"

The undersigned, having registered mortgages within the meaning of Clause B of subsection 1 of Section 3 of The Condominium Act registered as Numbers LT302844, LT311487 and LT 471122 in the Land Registry Office for the Land Titles Division of Durham hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or or interest appurtenant to the land described in the description.

DATED at Toronto this 5th day of April, 1990

FENGAR INVESTMENTS CORPORATION

Per: _____

Name: William Doyle
Title Vice-President

(I have authority to bind the Corporation)

SCHEDULE 'C'

Each residential unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

BOUNDARIES OF RESIDENTIAL UNITS
(being Units 1 to 8 inclusive on Level 1, Units 1 to 12 inclusive on Levels 2 to 12 inclusive, and Units 1 to 8 inclusive on Levels 13 and 14).

Horizontally

(a) The unfinished upper surface of the concrete floor slab on which the unit rests.

(b) The unfinished lower surface of the concrete ceiling slab.

Vertically

(a) The backside surface of the drywall sheathing separating one unit from another such unit, or from the common element.

(b) The unfinished unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.

(c) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

Notwithstanding the above, no residential unit shall include:

(a) Any exterior window and window frame, door and door frame leading out of the unit.

(b) Any concrete floor slab, loading bearing column, structural member or load bearing partitions contained within the unit, and shown on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description.

(c) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air-conditioning, security system or drainage which is located within the unit and provides such service or utility to another unit or units, but the unit shall include all fixtures, outlets, or other facilities with respect to any such service or utility which is located within the boundaries of the unit and which serves the unit only.

July 20, 1989
Ref: 88-190-0

R. Avis, Ontario Land Surveyor

File: 137B

SCHEDULE "D"

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
1	1	0.004386
2	1	0.006194
3	1	0.007377
4	1	0.006266
5	1	0.006213
6	1	0.006213
7	1	0.006266
8	1	0.006194
1	2	0.004386
2	2	0.006194
3	2	0.007377
4	2	0.006266
5	2	0.006213
6	2	0.006220
7	2	0.006220
8	2	0.006213
9	2	0.006266
10	2	0.007377
11	2	0.006194
12	2	0.004386
1	3	0.004386
2	3	0.006194
3	3	0.007377
4	3	0.006266
5	3	0.006213
6	3	0.006220
7	3	0.006220
8	3	0.006213
9	3	0.006266
10	3	0.007377
11	3	0.006194
12	3	0.004386
1	4	0.004386
2	4	0.006194
3	4	0.007377
4	4	0.006266
5	4	0.006213
6	4	0.006220
7	4	0.006220
8	4	0.006213
9	4	0.006266
10	4	0.007377
11	4	0.006194
12	4	0.004386

1	5	0.004386
2	5	0.006194
3	5	0.007377
4	5	0.006266
5	5	0.006213
6	5	0.006220
7	5	0.006220
8	5	0.006213
9	5	0.006266
10	5	0.007377
11	5	0.006194
12	5	0.004386
1	6	0.004386
2	6	0.006194
3	6	0.007377
4	6	0.006266
5	6	0.006213
6	6	0.006220
7	6	0.006220
8	6	0.006213
9	6	0.006266
10	6	0.007377
11	6	0.006194
12	6	0.004386
1	7	0.004386
2	7	0.006194
3	7	0.007377
4	7	0.006266
5	7	0.006213
6	7	0.006220
7	7	0.006220
8	7	0.006213
9	7	0.006266
10	7	0.007377
11	7	0.006194
12	7	0.004386
1	8	0.004386
2	8	0.006194
3	8	0.007377
4	8	0.006266
5	8	0.006213
6	8	0.006220
7	8	0.006220
8	8	0.006213
9	8	0.006266
10	8	0.007377
11	8	0.006194
12	8	0.004386
1	9	0.004386
2	9	0.006194
3	9	0.007377
4	9	0.006266
5	9	0.006213
6	9	0.006220
7	9	0.006220
8	9	0.006213

9	9	0.006266
10	9	0.007377
11	9	0.006194
12	9	0.004386
1	10	0.004386
2	10	0.006194
3	10	0.007377
4	10	0.006266
5	10	0.006213
6	10	0.006220
7	10	0.006220
8	10	0.006213
9	10	0.006266
10	10	0.007377
11	10	0.006194
12	10	0.004386
1	11	0.004386
2	11	0.006194
3	11	0.007377
4	11	0.006266
5	11	0.006213
6	11	0.006220
7	11	0.006220
8	11	0.006213
9	11	0.006266
10	11	0.007377
11	11	0.006194
12	11	0.004386
1	12	0.004386
2	12	0.006194
3	12	0.007377
4	12	0.006266
5	12	0.006213
6	12	0.006220
7	12	0.006220
8	12	0.006213
9	12	0.006266
10	12	0.007377
11	12	0.006194
12	12	0.004386
1	13	0.009974
2	13	0.008935
3	13	0.006615
4	13	0.010591
5	13	0.010591
6	13	0.006614
7	13	0.008935
8	13	0.009974
1	14	0.009974
2	14	0.008935
3	14	0.006615
4	14	0.010591
5	14	0.010591
6	14	0.006615
7	14	0.008935
8	14	0.009974

REEMARK WESTNEY PLACE LIMITED

Per:

WILLIAM DOYLE
Authorized Signing Officer

I have authority to bind the Corporation

SCHEDULE "E"

COMMON EXPENSES

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any registered by-law of the Corporation including, without limiting the generality of the foregoing, the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided that the borrowing of such money shall have been duly authorized under the terms of the by-laws of the Corporation and the provisions of the Act;

(b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, monies payable on account of:

- snow removal and landscaping
- insurance premiums and the necessary appraisals
- water and sewage, and electricity, unless separately metered for each unit
- waste and garbage disposal and/or collection
- maintenance materials, tools and supplies for common elements
- fuel, including gas, oil, and electricity, unless separately metered for each unit

(c) The payment of realty taxes (including local improvement charges) levied against the Property until such time as said taxes are levied against each unit;

(d) All sums of money required by the Corporation for the acquisition, lease or retention of real property for the use and enjoyment of the Property or for the acquisition, lease, repair, maintenance or replacement of personal property for use and enjoyment in or about the common elements;

(e) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

(f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;

(g) All sums of money assessed by the Corporation to be set aside in a separate fund (hereinafter called the "Reserve Fund") and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects or duties of the Corporation;

(h) all sums of money paid or payable by the Corporation pursuant to the provisions of Section 38 of the Act;

(i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;

(j) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all unit owners and their respective tenants, residents, licencees or invitees;

(k) The fees and disbursements of the Insurance Trustee, if any;

(l) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws;

(m) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property;

(n) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, and operation and replacement thereof;

(o) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporations; and

(p) All expenses incurred by the Corporation in enforcing any of the by-laws of rules of the Corporation from time to time, and affecting compliance therewith by all unit owners and their respective tenants, residents, licensees or invitees.

SCHEDULE 'F'

Subject to the provisions of the Act, the Declaration, the By-Laws and Rules and Regulations passed pursuant thereto:

(a) the owners of units situate on Levels 2 to 14, both inclusive shall have the exclusive use of a balcony or balconies to which said units provide sole and direct access as shown on Part 2, Sheets 1 and 2 of the Description.

(b) The owners of Units 1 to 8, both inclusive, on Level 1 shall have the exclusive use of a patio or patios illustrated on Part 3, Sheet 1 of the Description and as assigned below.

UNIT NO.	LEVEL	PATIO NO.	LEVEL
1	1	T1	1
2	1	T2, T3	1
3	1	T4	1
4	1	T5	1
5	1	T6	1
6	1	T7	1
7	1	T8	1
8	1	T9, T10	1

(c) The owner of each residential unit shall have the exclusive use of a locker space and a parking space or spaces, as illustrated on Part 3, Sheets 1 and 2 of the Description and as assigned below.

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL	LOCKER SPACE NO.	LEVEL
1	1	P208	1	L1	15
2	1	P207	1	L2	15
3	1	P206, P205	1	L3	15
4	1	P204	1	L4	15
5	1	P203	1	L5	15
6	1	P202	1	L6	15
7	1	P200, P201	1	L7	15
8	1	P199	1	L156	15
1	2	P225	1	L8	15
2	2	P224	1	L9	15
3	2	P222, P223	1	L10	15
4	2	P221, P220	1	L11	15
5	2	P219	1	L12	15
6	2	P218	1	L13	15
7	2	P217, P216	1	L14	15
8	2	P215,	1	L15	15
9	2	P213, P214	1	L16	15
10	2	P211, P212	1	L17	15
11	2	P210	1	L18	15
12	2	P209	1	L19	15
1	3	P100	1	L20	15
2	3	P99	1	L21	15
3	3	P98, P97	1	L22	15
4	3	P96, P95	1	L23	15
5	3	P94	1	L24	15
6	3	P234	1	L25	15
7	3	P233, P93	1	L26	15

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL	LOCKER SPACE NO.	LEVEL
8	3	P232	1	L27	15
9	3	P230, P231	1	L28	15
10	3	P228, P229	1	L29	15
11	3	P227	1	L30	15
12	3	P226	1	L31	15
1	4	P73	1	L32	15
2	4	P72	1	L33	15
3	4	P71, P114	1	L34	15
4	4	P113, P112	1	L35	15
5	4	P111,	1	L36	15
6	4	P110	1	L37	15
7	4	P108, P109	1	L38	15
8	4	P107	1	L37	15
9	4	P105, P106	1	L40	15
10	4	P103, P104	1	L41	15
11	4	P102	1	L42	15
12	4	P101	1	L43	15
1	5	P90	1	L44	15
2	5	P89	1	L45	15
3	5	P87, P88	1	L46	15
4	5	P86, P85	1	L47	15
5	5	P84,	1	L48	15
6	5	P83	1	L49	15
7	5	P82, P81	1	L50	15
8	5	P80,	1	L51	15
9	5	P79, P78	1	L52	15
10	5	P76, P77	1	L53	15
11	5	P75	1	L54	15
12	5	P74	1	L55	15
1	6	P15	1	L56	15
2	6	P14	1	L57	15
3	6	P12, P13	1	L58	15
4	6	P11	1	L59	15
5	6	P10	1	L60	15
6	6	P8	1	L61	15
7	6	P7, P9	1	L62	15
8	6	P5, P6	1	L63	15
9	6	P3, P4	1	L64	15
10	6	P1, P2	1	L65	15
11	6	P92	1	L66	15
12	6	P91	1	L67	15
1	7	P32	1	L68	15
2	7	P31	1	L69	15
3	7	P29, P30	1	L70	15
4	7	P28, P27	1	L71	15
5	7	P26,	1	L72	15
6	7	P25	1	L73	15
7	7	P24, P23	1	L74	15
8	7	P22,	1	L75	15
9	7	P21, P20	1	L76	15
10	7	P18, P19	1	L77	15
11	7	P17	1	L78	15
12	7	P16	1	L79	15
1	8	P50	1	L80	15
2	8	P48, P49	1	L81	15
3	8	P46, P47	1	L82	15
4	8	P44, P45	1	L83	15
5	8	P43	1	L84	15
6	8	P42	1	L85	15
7	8	P41, P40	1	L86	15
8	8	P39,	1	L87	15
9	8	P37, P38	1	L88	15
10	8	P35, P36	1	L89	15
11	8	P34	1	L90	15
12	8	P33	1	L91	15
1	9	P68	1	L92	15

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL	LOCKER SPACE NO.	LEVEL
2	9	P67	1	L93	15
3	9	P65, P66	1	L94	15
4	9	P63, P64	1	L95	15
5	9	P61	1	L96	15
6	9	P60	1	L97	15
7	9	P59, P62	1	L98	15
8	9	P57,	1	L99	15
9	9	P55, P56	1	L100	15
10	9	P53, P54	1	L101	15
11	9	P52	1	L102	15
12	9	P51	1	L103	15
1	10	P183	1	L104	15
2	10	P184	1	L105	15
3	10	P185, P186	1	L106	15
4	10	P187, P188	1	L107	15
5	10	P189	1	L108	15
6	10	P191	1	L109	15
7	10	P192, P190	1	L110	15
8	10	P193,	1	L111	15
9	10	P195, P196	1	L112	15
10	10	P197, P198	1	L113	15
11	10	P70	1	L114	15
12	10	P69	1	L115	15
1	11	P165	1	L116	15
2	11	P166	1	L117	15
3	11	P167, P168	1	L118	15
4	11	P169, P170	1	L119	15
5	11	P171	1	L120	15
6	11	P173, P194	1	L121	15
7	11	P174, P172	1	L122	15
8	11	P175, P176	1	L123	15
9	11	P177, P178	1	L124	15
10	11	P179, P180	1	L125	15
11	11	P181	1	L126	15
12	11	P182	1	L127	15
1	12	P146	1	L128	15
2	12	P147	1	L129	15
3	12	P148, P149	1	L130	15
4	12	P150, P151	1	L131	15
5	12	P152	1	L132	15
6	12	P154, P155	1	L133	15
7	12	P156, P157	1	L134	15
8	12	P158, P159	1	L135	15
9	12	P160, P161	1	L136	15
10	12	P162, P153	1	L137	15
11	12	P163	1	L138	15
12	12	P164	1	L139	15
1	13	P130, P131	1	L140	15
2	13	P132, P133	1	L141	15
3	13	P134, P135	1	L142	15
4	13	P136, P137	1	L143	15
5	13	P138, P139	1	L144	15
6	13	P140, P141	1	L145	15
7	13	P142, P143	1	L146	15
8	13	P144, P145	1	L147	15
1	14	P115, P116	1	L148	15
2	14	P117, P118	1	L149	15
3	14	P119, P120	1	L150	15
4	14	P121, P122	1	L151	15
5	14	P123, P124	1	L152	15
6	14	P125, P126	1	L153	15
7	14	P127, P58	1	L154	15
8	14	P128, P129	1	L155	15

April 10, 1990
Ref: 88-190-0

File: 046C