

DECLARATION

YORK CONDOMINIUM CORPORATION NO. 76

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT,
FOR YORK CONDOMINIUM CORPORATION NO. 76

THIS DECLARATION made this 1st day of June,
1972, by

ROSE PARK ST. JAMES INVESTMENTS LIMITED,
ROSE PARK BLEEKER INVESTMENTS LIMITED,
ROSE PARK PARLIAMENT INVESTMENTS LIMITED,
ROSE PARK WELLESLEY INVESTMENTS LIMITED, and
ROSE PARK HOWARD INVESTMENTS LIMITED,

all companies incorporated under the
laws of the Province of Ontario,

hereinafter collectively called the

"Declarant".

WHEREAS the Declarant is the owner in fee
simple of the lands and premises in the Borough of East York,
in the Municipality of Metropolitan Toronto, more particular-
ly described in accordance with Section 4 of The Condominium
Act in the Description filed herewith, and also in Schedule
"A" hereto, and containing dwelling units;

AND WHEREAS the Declarant intends that the
said lands be governed by The Condominium Act, Revised
Statutes of Ontario, 1970, Chapter 77, hereinafter referred
to as the "Act";

NOW THEREFORE the Declarant hereby declares as
follows:

ARTICLE I

DEFINITIONS

The terms used herein shall have ascribed to
them the definitions contained in the Act.

ARTICLE II

STATEMENT OF INTENTION

The Declarant, as the owner in fee simple of
the lands and premises more particularly described in

Schedule "A" attached hereto, intends that the same be governed by the Act.

ARTICLE III

CONSENT OF ENCUMBRANCERS

The consent of all persons having registered encumbrances against the lands or interests appurtenant to the land described in the Description, and in Schedule "A" hereto, is contained in Schedule "B" attached hereto.

ARTICLE IV

BOUNDARIES OF UNIT

Each unit shall comprise the area within the heavy lines shown on Sheets 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of the Description with respect to the unit number indicated thereon. The monuments controlling the extent of the units are the physical surfaces described below.

Without limiting the generality of the foregoing, each unit shall include the space enclosed by the unit side of the galvanized steel panels or concrete and windows or block work and windows of the exterior walls of the building in which the unit is located, by the unit side of the doors and concrete or block work of the walls and partitions separating the unit from corridors, stairs, elevators and other mechanical equipment spaces, where walls and partitions containing block or concrete walls separate a unit from another unit, by the unit side of the concrete or block work of such walls and partitions facing such unit, and, where a furred out metal lath and plaster wall for the enclosure of mechanical services is located within the unit side of such concrete or block work, by the unit side of such metal lath. Vertically each unit consists of the space between the top of the concrete floor slab at the bottom of the unit and the underside of the concrete ceiling slab at the top of the

unit. In the event that all or any part of a unit has a furred down gyproc or lath and plaster ceiling at the top of the unit, then vertically such unit shall consist of the space between the top of the concrete floor slab at the bottom of the unit and the lower face of the furred down gyproc or lath portion of the ceiling at the top of the unit.

Notwithstanding the foregoing, a unit shall not include:

- (a) any loadbearing column of the structural members of any loadbearing partition contained within a unit;
- (b) any doors or windows leading out of a unit;
- (c) any pipes, wires, cables, conduits, ducts or shafts or public utility lines used for power, water or drainage which are within any walls or floors; or
- (d) any concrete floor or ceiling slab contained within a unit.

ARTICLE V

PROPORTIONS OF COMMON INTEREST

Each owner shall own an undivided interest in the percentages set forth opposite each unit number in the column in Schedule "C" attached hereto under the heading "Proportions of Common Interest (Expressed in Percentages)" in the common elements, as a tenant in common with all the other owners. The total of the proportion of the common interest shall be one hundred per cent (100%).

ARTICLE VI

CONTRIBUTIONS TO THE COMMON EXPENSES

Until the end of the second calendar month following the end of the calendar month during which the Declarant has sold units sufficient to bring the total units sold up to 60% of the units of the Corporation in number and

the transfers of such units have been registered, the Declarant shall pay all common expenses of the Corporation and the Board shall assess the estimated common expenses of the Corporation applicable to the units sold by the Declarant and shall levy against the new owners of such units sold by the Declarant such portion of the said estimated common expenses as the Board, in its sole and unfettered discretion, which shall be reasonably exercised, considers proper and upon receiving the contribution of the new owners to the estimated common expenses for the period during which the Declarant is obligated to pay all common expenses shall pay to the Declarant such common expense contributions as they are received from time to time. Commencing with the end of the second calendar month following the end of the calendar month during which the Declarant has sold units sufficient to bring the total units sold up to 605 of the units of the Corporation in number, and thereafter each owner shall contribute to the common expenses in the proportions shown opposite each unit number in the column in Schedule "C" attached hereto under the heading "Contributions to Common Expenses (Expressed in Percentages)".

PROVIDED, however, that in the event the Management Contract provides that the value of the units owned by the Declarant is not to be included in the formula used for the purpose of computing the management fee, then the common expenses levied against the units not included in such calculation shall be reduced by an amount equal to the reduction of the management fee achieved by excluding the value of such units from the said calculation.

ARTICLE VII

ADDRESS FOR SERVICE

The Corporation's address for service shall be: Management Office, 5 Massey Square, Crescent Town, Toronto 13, Ontario, M4C 5L6.

ARTICLE VIIIEXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of each unit shall have the exclusive use, subject to the provisions of this Declaration, the by-laws of the Corporation, and the rules and regulations passed pursuant thereto, of any balcony or enclosed patio attached to the unit or to which such unit has sole access.
2. No owner shall, without the written consent of the Board, have access to those parts of the common elements used from time to time as locker rooms, a dwelling for any building superintendent, utilities areas, building maintenance storage area, manager's offices, or any other part of the common elements used for the care or maintenance of the property.
3. No person shall, without entering into a written agreement with the Corporation, or the managing agent of the Corporation, and paying such parking fees as may be designated from time to time (such agreement to provide only for the parking of passenger motor vehicles in the underground parking garage), use the underground parking garage for any purpose whatsoever save and except the use as a pedestrian of those parts thereof designated from time to time by the Board for pedestrian traffic.
4. The Corporation shall, as agent for and on behalf of the unit owners, enter into a lease of twenty-eight (28) parking spaces in the underground parking garage in favour of the Declarant as lessee for a period of ninety-nine (99) years from the date of registration of this Declaration at a rental of One Dollar (\$1.00) per year and payment of all expenses in connection therewith for operation and maintenance, such parking spaces to be used in connection with the shopping centre and recreation centre erected on the adjoining lands owned by the Declarant.

5. No person shall bring, drive, or park a vehicle of any type on any part of the common elements save and except a motor vehicle authorized pursuant to the terms of the preceding paragraphs, without the authorization of the Corporation or the managing agent.

6. The net revenue received by the Corporation for parking privileges shall be applied toward the payment of common expenses.

ARTICLE IX

USE AND OCCUPANCY OF UNITS

1. Each unit shall be occupied and used only as a residence for a single family and for no other purpose.

2. No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XVI of this Declaration.

3. If any unit owner shall do or permit anything to be done in any unit and/or the common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then such unit owner shall pay in his next monthly contribution towards the common expenses, after receipt of notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards the common expenses and recoverable as such.

4. Nothing herein contained shall prevent and no by-law or house rule shall be made to prevent the Declarant from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes, and otherwise marketing units and maintaining marking and/or construction offices, displays and

signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.

ARTICLE X

RIGHTS OF ENTRY

1. 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 or any part of a common element of which any owner has the exclusive use at all reasonable times and upon giving reasonable notice for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which would result in damage to the property, or carrying out any duty imposed on the Corporation. In case of an emergency, agents of the Corporation may enter any unit at any time and without notice, for the purpose of repairing the unit, common elements, or part of the common elements of which any owner has exclusive use, 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. If any owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care. 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 herein.

2. The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit

or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing a key for the Corporation for each new or changed lock.

ARTICLE XI

BY-LAWS

Article XI was STRUCK by Mr. Justice McRae on October 24, 1985.

~~The Corporation may, by a vote of members who own 66-2/3% of the common elements, make by-laws;~~

~~(a) governing the management of the property;~~

~~(b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;~~

~~(c) governing the use of the common elements;~~

~~(d) regulating the maintenance of the units and common elements;~~

~~(e) governing the use and management of the assets of the Corporation;~~

~~(f) respecting the Board save and except as herein set out;~~

~~(g) specifying the duties of the Corporation;~~

~~(h) regulating the assessment and collection of contributions toward the common expenses;~~

~~(i) respecting the borrowing of money by the Corporation;~~

~~(j) respecting the conduct generally of the affairs of the Corporation;~~

ARTICLE XII

DIRECTORS

Article XII was STRUCK by Mr. Justice McRae on October 24, 1985.

~~The affairs of the Corporation shall be managed by a Board of Directors;~~

2:-----Quorum:--The-number-of-directors-shall-be twelve-{12},-of-whom-seven-{7}-shall-constitute-a-quorum-for the-transaction-of-business-at-any-meeting-of-the-Board:- Notwithstanding-vacancies,-the-remaining-directors-may-exercise-all-the-powers-of-the-Board-so-long-as-a-quorum-of-the Board-remains-in-office:

3:-----Qualifications:--Each-director-shall-be eighteen-{18}-years-of-age,-and-need-not-be-a-member-of-the Corporation:-

4:-----Until-units-representing-60%-in-number-shall have-been-sold-by-the-Declarant-and-the-transfers-registered, and-until-their-successors-have-been-appointed-or-elected, the-Board-shall-consist-of-the-Board-elected-by-the-Declarant upon-the-date-this-Declaration-is-registered:--Upon-60%-of the-units-in-number-having-been-sold-and-the-transfers-registered,-a-meeting-of-the-owners-shall-be-called,-at-which meeting-the-Board-elected-by-the-Declarant-shall-retire-and thereafter-four-of-the-directors-shall-be-elected-by-the owners-of-the-units-in-Building-#1;-two-of-the-directors shall-be-elected-by-the-owners-of-the-units-in-Building-#3; three-of-the-directors-shall-be-elected-by-the-owners-of-the units-in-Building-#5;-three-of-the-directors-shall-be-elected by-the-owners-of-the-units-in-Buildings-Nos.-2,-4-and-6:

5:-----Removal-of-Directors-and-Filling-of-Vacancies:-- The-members-may,-by-resolution-passed-by-a-majority-vote-at-a meeting-of-the-members-called-for-such-purpose,-remove-any director-before-the-expiration-of-his-term-of-office---The members-may-elect-a-person-in-place-of-any-director-who-has been-removed,-died,-or-resigned-for-the-remainder-of-his term,-at-any-annual-or-special-meeting,-provided-that-such director-shall-be-elected-by-the-members-of-the-building-or buildings-represented-by-the-director-who-has-been-removed, died,-or-resigned:

ARTICLE XIIICOMMON EXPENSES

Definitions: Common expenses, without limiting the definition ascribed thereto by the Act, shall include the following:

- (a) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (b) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- (c) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (d) the cost of legal, accounting and auditing services;
- (e) the cost of appraisals made pursuant to Article XVI, Paragraph 2, of this Declaration;
- (f) the fees and disbursements of the Insurance Trustee;
- (g) the cost of maintaining fidelity bonds as provided in the by-laws;
- (h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) the cost of providing electricity (save and except electrical energy used to operate in any unit a washer, dryer, dishwasher or air conditioner);
- (j) the cost of providing heat, water, hot water and insurance premiums;
- (k) the Corporation's share (if any) of the cost of operation of the Crescent Town Community Centre;
- (l) the deficits (if any) incurred by the Corporation;

- (m) such other amounts as may be authorized by the Board from time to time in accordance with the by-laws of the Corporation.

ARTICLE XIV

MAINTENANCE AND REPAIRS

1. Repairs by the Owners: All maintenance of and repairs to any unit shall be made by the owner of such unit, and each owner shall be responsible for all damage to any and all other units and to the common elements that his failure so to do may engender, save and except such damage to the common elements and other units as may be covered by insurance covering the common elements and units. The Corporation shall make any repairs that an owner is obliged to make and which are not made within a reasonable time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be deemed to have consented to having such repairs made by the Corporation and such owner shall be obliged to reimburse the Corporation for the cost of such repairs.

2. Repairs by the Corporation: All repairs to the common elements shall be made by the Corporation.

3. Maintenance of Common Elements: The common elements shall be maintained by the Corporation, save and except for the outer surface of any window or door abutting or leading out of any unit on to a balcony or patio, the inner surface of any window, or inner surface of doors leading out of any units, which excluded portions of common elements shall be maintained by each owner having the exclusive use thereof.

4. Additions, alterations or improvements by Owners: No owner shall make any structural change in or to his unit or any change to an installation upon the common elements, maintain, decorate, alter or repair any part of the common elements (except for any inner surface of any window,

or inner surface of doors leading out of any unit of which such owner has the exclusive use) without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

ARTICLE XV

DAMAGE TO THE BUILDINGS

Where the Board has determined whether there has been substantial damage to 25% of the buildings, notice of such determination shall within ten (10) days thereof be given to the owners and mortgagees entered in the register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation. Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair, or termination of the Condominium Corporation.

ARTICLE XVI

INSURANCE

1. The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance:

- (a) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the property excluding the units, and
 - (ii) 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;

- (b) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units in an amount equal to the full replacement cost of such units. For the purposes of this Article XVI, the units shall be deemed to include all improvements made by the Declarant to the units in accordance with its architectural plans, notwithstanding that some of such improvements may be made after registration of this Declaration and shall be deemed not to include any other improvements; and
- (c) public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board, from time to time, but in no event for less than One Million Dollars (\$1,000,000.00).

2. All policies of physical damage insurance placed as herein provided shall insure the interests of the Corporation and the owners from time to time as their respective interests may appear. Such policies shall also include the following:

- (a) waivers of subrogation against the Corporation, its manager, the owners, officers, servants and employees of the Corporation, its manager and the owners and members of the households of the owners, except for arson and fraud committed by the person or persons against whom the subrogated claim is to be made;
- (b) an endorsement providing that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to

- all parties whose interests appear thereon and to the Insurance Trustee;
- (c) an endorsement providing that the conduct of, or any act or omission by, any owners shall not void such policies;
 - (d) 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; and
 - (e) a provision that the same shall be primary insurance in respect of any other insurance carried by an owner.

Such policy or policies of insurance shall provide that loss shall be payable to the Insurance Trustee where such loss exceeds an amount equal to one-sixth of one per cent of the total amount of insurance in such policy, otherwise loss shall be payable to the Corporation. Prior to obtaining any policy of insurance or any renewal thereof, 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 pursuant to this Article XVI, and the cost of such appraisal shall be a common expense. The Board shall have the exclusive right on behalf of the Corporation and as agent of the owners to adjust and settle all claims in respect of any insurance purchased by the Corporation on behalf of the Corporation and the owners, and to give releases.

3. The Board, on behalf of the Corporation, shall enter into an agreement with an Insurance Trustee, which shall be a Trust Company registered under The Loan and Trust Corporations Act and having a capital surplus and undivided profits of at least Ten Million Dollars (\$10,000,000.00), or shall be a Chartered Bank, which agreement shall provide, in addition to such other provisions as

may be deemed desirable by the Board, for the following:

- (a) the receipt by the Insurance Trustee of all proceeds of insurance payable to the Insurance Trustee as required by Article XVI, paragraph 2 of this Declaration;
- (b) the holding of such proceeds in trust for those entitled thereto;
- (c) the disbursement of such proceeds to those entitled thereto; and
- (d) in the event that:
 - (i) the Corporation is obliged to repair any unit in accordance with the provisions of Section 16(6) or Section 17(2) of the Act, the Insurance Trustee holding all insurance proceeds for the Corporation and paying the same to the Corporation, or as may be directed by the Corporation, in order to satisfy its obligation to make such repairs;
 - (ii) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 17(2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the Insurance Trustee holding all insurance proceeds for the owners, mortgagees or others entitled thereto in the proportion of their respective common interests and upon registration of a notice of termination by the Corporation paying such proceeds to the owners, mortgagees or others entitled thereto in such proportions; and
 - (iii) the Board in accordance with the provisions of Section 17(1) of the Act determines that there has not been substantial damage to 25%

of the buildings, the Insurance Trustee holding all the insurance proceeds and paying them to the Corporation, mortgagees and owners as their respective interests may appear.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to the owners shall be subject to payment in favour of any mortgagees to whom such loss shall be payable under such policy or policies of insurance, and in satisfaction of any liens registered by the Corporation against any units owned by any such owners. In the event that the Board is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Board may enter into such agreement with such other corporation authorized to act as a Trustee as in its discretion the Board may deem advisable.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any such fees and disbursements shall constitute a common expense.

ARTICLE XVII

INDEMNIFICATION

1. Each owner shall indemnify the Corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or by any guest of such owner or resident except for any loss, cost, damage or injury insured against by the Corporation, save and except for wilful damage.

2. The Corporation shall indemnify and save harmless the owner of each unit from any losses, damages or liabilities whatsoever which the owner may suffer or incur with respect to any damage done to the unit as the result of the negligence or sinful act of the agents, servants or independent contractors of the Corporation or for any damage to the

unit substantially resulting from the repair or maintenance by the Corporation of the common elements, provided that notwithstanding anything hereinbefore contained, the owner agrees to look solely to the funds received from the insurer of the public liability and property damage insurance in the event of such loss.

ARTICLE XVIII

UNITS SUBJECT TO DECLARATION,
BY-LAWS AND RULES AND REGULATIONS

1. All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the by-laws, and the rules and regulations. The acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the by-laws, and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease.

2. For the purposes of this section, if an owner desires to lease his premises, then he shall furnish to the Corporation an undertaking signed by the Lessee that the Lessee and other residents of the unit will comply with the provisions of the Act, the Declaration, the by-laws, and the rules relating to the use of the unit and common elements. The owner making a lease shall not be relieved thereby from any of his obligations which shall be joint and several with his Lessee.

ARTICLE XIXEXPROPRIATION

1. Total Expropriation: In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated and finalized by the Corporation, subject to the ratification of such compensation by the owners of 75% of the common interests at a special meeting called for that purpose, whether or not proceedings are necessary, and the compensation, less expenses involved, if any, in obtaining the said compensation shall be distributed among the unit owners in proportion to their interest in the common elements.

Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for the improvements made to the unit after registration of the Declaration and description, cost of moving, and other similar items personal to each unit owner.

2. Part of Common Elements only taken: If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

3. Partial Expropriation including Units: In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation subject to the ratification of such compensation by the owners of 75% of the common interests at a special meeting called for that pur-

pose, whether or not proceedings are necessary, and the compensation shall be distributed proportionately among the remaining owners.

The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure and shall, unless the government of the property by the Act is terminated within 30 days of the receipt of such compensation, reconstruct, using the funds received for such reconstruction. Any moneys received by the Corporation for any reconstruction made necessary by the expropriation shall be held by the Corporation in trust for the purpose of such reconstruction.

ARTICLE XX

RECONSTITUTION OF SCHEME AFTER RECONSTRUCTION

In the event of reconstruction as provided in Paragraph 3 of Article XIX hereof, all the owners and other persons having an interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so forth on all occasions as may be necessary to reconstitute the scheme of the Condominium Project as follows:

(a) Payments for shares of assets of the Corporation:

Any owner whose unit has been wholly taken or rendered completely unusable shall have no further interest in the common elements or the project itself, but shall be entitled only to receive the value of his share of the assets of the Corporation determined by his percentage interest in the common elements. The assets are to be valued at book value, and in this respect any assets shall be deemed to have the book value of costs less the maximum allowable depreciation that would be al-

lowed on such asset under the Income Tax Act (Canada) then in force.

(b) Determination of value of remaining portion:

The value of the portion of any unit partially expropriated or rendered partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest in the common elements of such partial unit, shall be determined, and if it cannot be determined, shall be arbitrated. The owners of the portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this clause.

(c) Reduction of interests in common elements:

The percentage of contribution towards common expenses and percentage of ownership in the common elements of all units or portions of units that are taken by the expropriating authorities shall thereafter be dissolved.

(d) Remaining interests:

The remaining interests in the common elements or percentages of obligation towards expenses shall be determined by calculating the percentage or percentages of the total percentage left in the project after its reconstruction, and shall be increased accordingly.

ARTICLE XXI

INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and

effect as if such invalid provision had never been included herein.

ARTICLE XXII

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XXIII

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

ARTICLE XXIV

HEADINGS

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.

DATED at Toronto this 1st day of June, 1972.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective seals under the hands of their proper officers duly authorized in that behalf.

ROSE PARK ST. JAMES INVESTMENTS LIMITED

per: "A.E. Grossman"
(President) (SEAL)

"E. Houser"
(Secretary)

ROSE PARK BLEEKER INVESTMENTS LIMITED

per: "A. Bleeman"
(President) (SEAL)

"E. Houser"
(Secretary)

ROSE PARK WELLESLEY INVESTMENTS LIMITED

per: "M. Merkur" (SEAL)
 (President)

 "E. Houser"
 (Secretary)

ROSE PARK PARLIAMENT INVESTMENTS LIMITED

per: "J. Silver" (SEAL)
 (President)

 "E. Houser"
 (Secretary)

ROSE PARK HOWARD INVESTMENTS LIMITED

per: "P. Roth" (SEAL)
 (President)

 "E. Houser"
 (Secretary)

SCHEDULE "A"

That part of Block A, Plan 1227 (East York) registered in the Registry Office for the Registry Division of Toronto Boroughs and York South, designated as Parts 2, 3 and 6 on a Plan of Survey of Record in the Office of Land Titles at Toronto as 66R-5887 (which lands are hereinafter referred to as the "said lands").

Subject to a right-of-way in favour of The Corporation of the Borough of East York for sewers and drains in, under and upon that part of the said Block A, Plan 1227 designated as Part 2 on said Plan 66R-5887 as set out in Instrument B-328761.

Together with a right-of-way in common with all others entitled thereto over, along and upon that part of the said Block A, Plan 1227 designated as Part 3 on a Plan of Survey of Record in the Office of Land Titles at Toronto as R-4856 for persons, animals and vehicles for all purposes.

The poured concrete wall forming part of the boundary between Part 3 on said Plan 66R-5887 and the lands to the east, being that part of the said Block A, Plan 1227, (East York) designed as Part 2 on a Plan of Survey of Record in the Office of Land Titles at Toronto as 66R-5171, is hereby acknowledged and declared to be a party wall.

SCHEDULE "B"

The undersigned having registered encumbrances or interests appurtenant to the land described in the Description to be registered in connection with the attached Condominium Declaration and Schedule "A" annexed thereto, hereby consent to the registration of the land under The Condominium Act.

IN WITNESS WHEREOF the undersigned have hereunto caused to be affixed their corporate seals under the hands of their respective proper signing officers duly authorized in that behalf.

"Authorized by By-law No. 736, passed by the Council of The Corporation of the Borough of East York at its meeting held on September 5, 1972."

THE CORPORATION OF THE BOROUGH OF EAST YORK

Per "True Davidson" (SEAL)
Mayor
"D.M. Tocker"
Clerk

HOUSING CORPORATION LIMITED

Per "S.C. Mowatt-Chalu" (SEAL)
For Vice-President
"Eric J. Whaley"
Secretary

"O.H.C.
H.O.M.E.
Senior
Solicitor RLR
Approved"

THE HYDRO-ELECTRIC COMMISSION OF THE
BOROUGH OF EAST YORK

Per "Chas Ellerbeck" (SEAL)
Chairman
"R. Balls"
Secretary

SCHEDULE "C"

TO THE
DECLARATION
MADE BY

ROSE PARK ST. JAMES INVESTMENTS LIMITED
ROSE PARK BLEEKER INVESTMENTS LIMITED
ROSE PARK PARLIAMENT INVESTMENTS LIMITED
ROSE PARK WELLESLEY INVESTMENTS LIMITED
ROSE PARK HOWARD INVESTMENTS LIMITED

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
1	1	1	.07353	.07266	101
2	1	1	.07353	.07266	102
3	1	1	.07353	.08172	103
4	1	1	.07353	.08172	104
5	1	1	.07353	.07266	105
6	1	1	.07353	.07266	106
7	1	1	.07353	.07266	107
8	1	1	.03676	.05311	108
9	1	1	.03676	.05311	109
10	1	1	Nil-Super.	Nil-Super.	110
11	1	1	.03676	.05022	111
12	1	1	.03676	.05311	112
1	2	1	.07353	.07289	201
2	2	1	.07353	.07266	202
3	2	1	.07353	.07266	203
4	2	1	.07353	.07266	204
5	2	1	.11029	.08172	205
6	2	1	.11029	.08172	206
7	2	1	.07353	.07266	207
8	2	1	.07353	.07266	208
9	2	1	.07353	.08659	209
10	2	1	.07353	.07205	210
11	2	1	.07353	.07266	211
12	2	1	.03676	.05311	212
13	2	1	.03676	.05311	214
14	2	1	.07353	.06292	215
15	2	1	.07353	.06292	216
16	2	1	.03676	.05311	217
17	2	1	.03676	.05311	218
18	2	1	.03676	.05410	219
1	3	1	.07353	.07289	301
2	3	1	.07353	.07266	302
3	3	1	.07353	.07266	303
4	3	1	.07353	.07266	304
5	3	1	.11029	.08172	305
6	3	1	.11029	.08172	306
7	3	1	.07353	.07266	307
8	3	1	.07353	.07266	308
9	3	1	.07353	.07076	309
10	3	1	.11029	.08933	310
11	3	1	.07353	.07266	311
12	3	1	.03676	.05311	312
13	3	1	.03676	.05311	314
14	3	1	.07353	.06292	315
15	3	1	.07353	.06292	316
16	3	1	.03676	.05311	317
17	3	1	.03676	.05311	318
18	3	1	.03676	.05410	319
1	4	1	.07353	.07289	401
2	4	1	.07353	.07266	402
3	4	1	.07353	.07266	403
4	4	1	.07353	.07266	404
5	4	1	.11029	.08172	405
6	4	1	.11029	.08172	406
7	4	1	.07353	.07266	407
8	4	1	.07353	.07266	408
9	4	1	.07353	.07076	409
10	4	1	.11029	.08933	410
11	4	1	.07353	.07266	411
12	4	1	.03676	.05311	412

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
13	4	1	.03676	.05311	414
14	4	1	.07353	.06292	415
15	4	1	.07353	.06292	416
16	4	1	.03676	.05311	417
17	4	1	.03676	.05311	418
18	4	1	.03676	.05410	419
1	5	1	.07353	.07289	501
2	5	1	.07353	.07266	502
3	5	1	.07353	.07266	503
4	5	1	.07353	.07266	504
5	5	1	.11029	.08172	505
6	5	1	.11029	.08172	506
7	5	1	.07353	.07266	507
8	5	1	.07353	.07266	508
9	5	1	.07353	.07076	509
10	5	1	.11029	.08933	510
11	5	1	.07353	.07266	511
12	5	1	.03676	.05311	512
13	5	1	.03676	.05311	514
14	5	1	.07353	.06292	515
15	5	1	.07353	.06292	516
16	5	1	.03676	.05311	517
17	5	1	.03676	.05311	518
18	5	1	.03676	.05410	519
1	6	1	.07353	.07289	601
2	6	1	.07353	.07266	602
3	6	1	.07353	.07266	603
4	6	1	.07353	.07266	604
5	6	1	.11029	.08172	605
6	6	1	.11029	.08172	606
7	6	1	.07353	.07266	607
8	6	1	.07353	.07266	608
9	6	1	.07353	.07076	609
10	6	1	.11029	.08933	610
11	6	1	.07353	.07266	611
12	6	1	.03676	.05311	612
13	6	1	.03676	.05311	614
14	6	1	.07353	.06292	615
15	6	1	.07353	.06292	616
16	6	1	.03676	.05311	617
17	5	1	.03676	.05311	618
18	6	1	.03676	.05410	619
1	7	1	.07353	.07289	701
2	7	1	.07353	.07266	702
3	7	1	.07353	.07266	703
4	7	1	.07353	.07266	704
5	7	1	.11029	.08172	705
6	7	1	.11029	.08172	706
7	7	1	.07353	.07266	707
8	2	1	.07353	.07266	708
9	7	1	.07353	.07076	709
10	7	1	.11029	.08933	710
11	7	1	.07353	.07266	711
12	7	1	.03676	.05311	712
13	7	1	.03676	.05311	714
14	7	1	.07353	.06292	715
15	7	1	.07353	.06292	716
16	7	1	.03676	.05311	717
17	7	1	.03676	.05311	718
18	7	1	.03676	.05410	719
1	8	1	.07353	.07289	801

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
2	8	1	.07353	.07266	802
3	8	1	.07353	.07266	803
4	8	1	.07353	.07266	804
5	8	1	.11029	.08172	805
6	8	1	.11029	.08172	806
7	8	1	.07353	.07266	807
8	8	1	.07353	.07266	808
9	8	1	.07353	.07076	809
10	8	1	.11029	.08933	810
11	8	1	.07353	.07266	811
12	8	1	.03676	.05311	812
13	8	1	.03676	.05311	814
14	8	1	.07353	.06292	815
15	8	1	.07353	.06292	816
16	8	1	.03676	.05311	817
17	8	1	.03676	.05311	818
18	8	1	.03676	.05410	819
1	9	1	.07353	.07289	901
2	9	1	.07353	.07266	902
3	9	1	.07353	.07266	903
4	9	1	.07353	.07266	904
5	9	1	.11029	.08172	905
6	9	1	.11029	.08172	906
7	9	1	.07353	.07266	907
8	9	1	.07353	.07266	908
9	9	1	.07353	.07076	909
10	9	1	.11029	.08933	910
11	9	1	.07353	.07266	911
12	9	1	.03676	.05311	912
13	9	1	.03676	.05311	914
14	9	1	.07353	.06292	915
15	9	1	.07353	.06292	916
16	9	1	.03676	.05311	917
17	9	1	.03676	.05311	918
18	9	1	.03676	.05410	919
1	10	1	.07353	.07289	1001
2	10	1	.07353	.07266	1002
3	10	1	.07353	.07266	1003
4	10	1	.07353	.07266	1004
5	10	1	.11029	.08172	1005
6	10	1	.11029	.08172	1006
7	10	1	.07353	.07266	1007
8	10	1	.07353	.07266	1008
9	10	1	.07353	.07076	1009
10	10	1	.11029	.08933	1010
11	10	1	.07353	.07266	1011
12	10	1	.03676	.05311	1012
13	10	1	.03676	.05311	1014
14	10	1	.07353	.06292	1015
15	10	1	.07353	.06292	1016
16	10	1	.03676	.05311	1017
17	10	1	.03676	.05311	1018
18	10	1	.03676	.05410	1019
1	11	1	.07353	.07289	1101
2	11	1	.07353	.07266	1102
3	11	1	.07353	.07266	1103
4	11	1	.07353	.07266	1104
5	11	1	.11029	.08172	1105
6	11	1	.11029	.08172	1106
7	11	1	.07353	.07266	1107
8	11	1	.07353	.07266	1108

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
9	11	1	.07353	.07076	1109
10	11	1	.11029	.08933	1110
11	11	1	.07353	.07266	1111
12	11	1	.03676	.05311	1112
13	11	1	.03676	.05311	1114
14	11	1	.07353	.06292	1115
15	11	1	.07353	.06292	1116
16	11	1	.03676	.05311	1117
17	11	1	.03676	.05311	1118
18	11	1	.03676	.05410	1119
1	12	1	.07353	.07289	1201
2	12	1	.07353	.07266	1202
3	12	1	.07353	.07266	1203
4	12	1	.07353	.07266	1204
5	12	1	.11029	.08172	1205
6	12	1	.11029	.08172	1206
7	12	1	.07353	.07266	1207
8	12	1	.07353	.07266	1208
9	12	1	.07353	.07076	1209
10	12	1	.11029	.08933	1210
11	12	1	.07353	.07266	1211
12	12	1	.03676	.05311	1212
13	12	1	.03676	.05311	1214
14	12	1	.07353	.06292	1215
15	12	1	.07353	.06292	1216
16	12	1	.03676	.05311	1217
17	12	1	.03676	.05311	1218
18	12	1	.03676	.05410	1219
1	13	1	.07353	.07289	1401
2	13	1	.07353	.07266	1402
3	13	1	.07353	.07266	1403
4	13	1	.07353	.07266	1404
5	13	1	.11029	.08172	1405
6	13	1	.11029	.08172	1406
7	13	1	.07353	.07266	1407
8	13	1	.07353	.07266	1408
9	13	1	.07353	.07076	1409
10	13	1	.11029	.08933	1410
11	13	1	.07353	.07266	1411
12	13	1	.03676	.05311	1412
13	13	1	.03676	.05311	1414
14	13	1	.07353	.06292	1415
15	13	1	.07353	.06292	1416
16	13	1	.03676	.05311	1417
17	13	1	.03676	.05311	1418
18	13	1	.03676	.05410	1419
1	14	1	.07353	.07289	1501
2	14	1	.07353	.07266	1502
3	14	1	.07353	.07266	1503
4	14	1	.07353	.07266	1504
5	14	1	.11029	.08172	1505
6	14	1	.11029	.08172	1506
7	14	1	.07353	.07266	1507
8	14	1	.07353	.07266	1508
9	14	1	.07353	.07076	1509
10	14	1	.11029	.08933	1510
11	14	1	.07353	.07266	1511
12	14	1	.03676	.05311	1512
13	14	1	.03676	.05311	1514
14	14	1	.07353	.06292	1515
15	14	1	.07353	.06292	1516

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
16	14	1	.03676	.05311	1517
17	14	1	.03676	.05311	1518
18	14	1	.03676	.05410	1519
1	15	1	.07353	.07289	1601
2	15	1	.07353	.07266	1602
3	15	1	.07353	.07266	1603
4	15	1	.07353	.07266	1604
5	15	1	.11029	.08172	1605
6	15	1	.11029	.08172	1606
7	15	1	.07353	.07266	1607
8	15	1	.07353	.07266	1608
9	15	1	.07353	.07076	1609
10	15	1	.11029	.08933	1610
11	15	1	.07353	.07266	1611
12	15	1	.03676	.05311	1612
13	15	1	.03676	.05311	1614
14	15	1	.07353	.06292	1615
15	15	1	.07353	.06292	1616
16	15	1	.03676	.05311	1617
17	15	1	.03676	.05311	1618
18	15	1	.03676	.05410	1619
1	16	1	.07353	.07289	1701
2	16	1	.07353	.07266	1702
3	16	1	.07353	.07266	1703
4	16	1	.07353	.07266	1704
5	16	1	.11029	.08172	1705
6	16	1	.11029	.08172	1706
7	16	1	.07353	.07266	1707
8	16	1	.07353	.07266	1708
9	16	1	.07353	.07076	1709
10	16	1	.11029	.08933	1710
11	16	1	.07353	.07266	1711
12	16	1	.03676	.05311	1712
13	16	1	.03676	.05311	1714
14	16	1	.07353	.06292	1715
15	16	1	.07353	.06292	1716
16	16	1	.03676	.05311	1717
17	16	1	.03676	.05311	1718
18	16	1	.03676	.05410	1719
1	17	1	.07353	.07289	1801
2	17	1	.07353	.07266	1802
3	17	1	.07353	.07266	1803
4	17	1	.07353	.07266	1804
5	17	1	.11029	.08172	1805
6	17	1	.11029	.08172	1806
7	17	1	.07353	.07266	1807
8	17	1	.07353	.07266	1808
9	17	1	.07353	.07076	1809
10	17	1	.11029	.08933	1810
11	17	1	.07353	.07266	1811
12	17	1	.03676	.05311	1812
13	17	1	.03676	.05311	1814
14	17	1	.07353	.06292	1815
15	17	1	.07353	.06292	1816
16	17	1	.03676	.05311	1817
17	17	1	.03676	.05311	1818
18	17	1	.03676	.05410	1819
1	18	1	.07353	.07289	1901
2	18	1	.07353	.07266	1902
3	18	1	.07353	.07266	1903
4	18	1	.07353	.07266	1904

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
5	18	1	.11029	.08172	1905
6	18	1	.11029	.08172	1906
7	18	1	.07353	.07266	1907
8	18	1	.07353	.07266	1908
9	18	1	.07353	.07076	1909
10	18	1	.11029	.08933	1910
11	18	1	.07353	.07266	1911
12	18	1	.03676	.05311	1912
13	18	1	.03676	.05311	1914
14	18	1	.07353	.06292	1915
15	18	1	.07353	.06292	1916
16	18	1	.03676	.05311	1917
17	18	1	.03676	.05311	1918
18	18	1	.03676	.05410	1919
1	19	1	.07353	.07289	2001
2	19	1	.07353	.07266	2002
3	19	1	.07353	.07266	2003
4	19	1	.07353	.07266	2004
5	19	1	.11029	.08172	2005
6	19	1	.11029	.08172	2006
7	19	1	.07353	.07266	2007
8	19	1	.07353	.07266	2008
9	19	1	.07353	.07076	2009
10	19	1	.11029	.08933	2010
11	19	1	.07353	.07266	2011
12	19	1	.03676	.05311	2012
13	19	1	.03676	.05311	2014
14	19	1	.07353	.06292	2015
15	19	1	.07353	.06292	2016
16	19	1	.03676	.05311	2017
17	19	1	.03676	.05311	2018
18	19	1	.03676	.05410	2019
1	20	1	.07353	.07289	2101
2	20	1	.07353	.07266	2102
3	20	1	.07353	.07266	2103
4	20	1	.07353	.07266	2104
5	20	1	.11029	.08172	2105
6	20	1	.11029	.08172	2106
7	20	1	.07353	.07266	2107
8	20	1	.07353	.07266	2108
9	20	1	.07353	.07076	2109
10	20	1	.11029	.08933	2110
11	20	1	.07353	.07266	2111
12	20	1	.03676	.05311	2112
13	20	1	.03676	.05311	2114
14	20	1	.07353	.06292	2115
15	20	1	.07353	.06292	2116
16	20	1	.03676	.05311	2117
17	20	1	.03676	.05311	2118
18	20	1	.03676	.05410	2119
1	21	1	.07353	.07289	2201
2	21	1	.07353	.07266	2202
3	21	1	.07353	.07266	2203
4	21	1	.07353	.07266	2204
5	21	1	.11029	.08172	2205
6	21	1	.11029	.08172	2206
7	21	1	.07353	.07266	2207
8	21	1	.07353	.07266	2208
9	21	1	.07353	.07076	2209
10	21	1	.11029	.08933	2210
11	21	1	.07353	.07266	2211

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
12	21	1	.03676	.05311	2212
13	21	1	.03676	.05311	2214
14	21	1	.07353	.06292	2215
15	21	1	.07353	.06292	2216
16	21	1	.03676	.05311	2217
17	21	1	.03676	.05311	2218
18	21	1	.03676	.05410	2219
1	22	1	.07353	.07289	2301
2	22	1	.07353	.07266	2302
3	22	1	.07353	.07266	2303
4	22	1	.07353	.07266	2304
5	22	1	.11029	.08172	2305
6	22	1	.11029	.08172	2306
7	22	1	.07353	.07266	2307
8	22	1	.07353	.07266	2308
9	22	1	.07353	.07076	2309
10	22	1	.11029	.08933	2310
11	22	1	.07353	.07266	2311
12	22	1	.03676	.05311	2312
13	22	1	.03676	.05311	2314
14	22	1	.07353	.06292	2315
15	22	1	.07353	.06292	2316
16	22	1	.03676	.05311	2317
17	22	1	.03676	.05311	2318
18	22	1	.03676	.05410	2319
1	23	1	.07353	.07289	2401
2	23	1	.07353	.07266	2402
3	23	1	.07353	.07266	2403
4	23	1	.07353	.07266	2404
5	23	1	.11029	.08172	2405
6	23	1	.11029	.08172	2406
7	23	1	.07353	.07266	2407
8	23	1	.07353	.07266	2408
9	23	1	.07353	.07076	2409
10	23	1	.11029	.08933	2410
11	23	1	.07353	.07266	2411
12	23	1	.03676	.05311	2412
13	23	1	.03676	.05311	2414
14	23	1	.07353	.06292	2415
15	23	1	.07353	.06292	2416
16	23	1	.03676	.05311	2417
17	23	1	.03676	.05311	2418
18	23	1	.03676	.05410	2419
1	24	1	.07353	.07289	2501
2	24	1	.07353	.07266	2502
3	24	1	.07353	.07266	2503
4	24	1	.07353	.07266	2504
5	24	1	.11029	.08172	2505
6	24	1	.11029	.08172	2506
7	24	1	.07353	.07266	2507
8	24	1	.07353	.07266	2508
9	24	1	.07353	.07076	2509
10	24	1	.11029	.08933	2510
11	24	1	.07353	.07266	2511
12	24	1	.03676	.05311	2512
13	24	1	.03676	.05311	2514
14	24	1	.07353	.06292	2515
15	24	1	.07353	.06292	2516
16	24	1	.03676	.05311	2517
17	24	1	.03676	.05311	2518
18	24	1	.03676	.05410	2519

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
1	25	1	.07353	.07289	2601
2	25	1	.07353	.07266	2602
3	25	1	.07353	.07266	2603
4	25	1	.07353	.07266	2604
5	25	1	.11029	.08172	2605
6	25	1	.11029	.08172	2606
7	25	1	.07353	.07266	2607
8	25	1	.07353	.07266	2608
9	25	1	.07353	.07076	2609
10	25	1	.11029	.08933	2610
11	25	1	.07353	.07266	2611
12	25	1	.03676	.05311	2612
13	25	1	.03676	.05311	2614
14	25	1	.07353	.06292	2615
15	25	1	.07353	.06292	2616
16	25	1	.03676	.05311	2617
17	25	1	.03676	.05311	2618
18	25	1	.03676	.05410	2619
1	26	1	.07353	.07289	2701
2	26	1	.07353	.07266	2702
3	26	1	.07353	.07266	2703
4	26	1	.07353	.07266	2704
5	26	1	.11029	.08172	2705
6	26	1	.11029	.08172	2706
7	26	1	.07353	.07266	2707
8	26	1	.07353	.07266	2708
9	26	1	.07353	.07076	2709
10	26	1	.11029	.08933	2710
11	26	1	.07353	.07266	2711
12	26	1	.03676	.05311	2712
13	26	1	.03676	.05311	2714
14	26	1	.07353	.06292	2715
15	26	1	.07353	.06292	2716
16	26	1	.03676	.05311	2717
17	26	1	.03676	.05311	2718
18	26	1	.03676	.05410	2719
1	27	1	.07353	.07289	2801
2	27	1	.07353	.07266	2802
3	27	1	.07353	.07266	2803
4	27	1	.07353	.07266	2804
5	27	1	.11029	.08172	2805
6	27	1	.11029	.08172	2806
7	27	1	.07353	.07266	2807
8	27	1	.07353	.07266	2808
9	27	1	.07353	.07076	2809
10	27	1	.11029	.08933	2810
11	27	1	.07353	.07266	2811
12	27	1	.03676	.05311	2812
13	27	1	.03676	.05311	2814
14	27	1	.07353	.06292	2815
15	27	1	.07353	.06292	2816
16	27	1	.03676	.05311	2817
17	27	1	.03676	.05311	2818
18	27	1	.03676	.05410	2819
1	28	1	.07353	.07289	2901
2	28	1	.07353	.07266	2902
3	28	1	.07353	.07266	2903
4	28	1	.07353	.07266	2904
5	28	1	.11029	.08172	2905
6	28	1	.11029	.08172	2906
7	28	1	.07353	.07266	2907

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #1 Massey Square Apt. #
8	28	1	.07353	.07266	2908
9	28	1	.07353	.07076	2909
10	28	1	.11029	.08933	2910
11	28	1	.07353	.07266	2911
12	28	1	.03676	.05311	2912
13	28	1	.03676	.05311	2914
14	28	1	.07353	.06292	2915
15	28	1	.07353	.06292	2916
16	28	1	.03676	.05311	2917
17	28	1	.03676	.05311	2918
18	28	1	.03676	.05410	2919
1	29	1	.07353	.07289	3001
2	29	1	.07353	.07266	3002
3	29	1	.07353	.07266	3003
4	29	1	.07353	.07266	3004
5	29	1	.11029	.08172	3005
6	29	1	.11029	.08172	3006
7	29	1	.07353	.07266	3007
8	29	1	.07353	.07266	3008
9	29	1	.07353	.07076	3009
10	29	1	.11029	.08933	3010
11	29	1	.07353	.07266	3011
12	29	1	.03676	.05311	3012
13	29	1	.03676	.05311	3014
14	29	1	.07353	.06292	3015
15	29	1	.07353	.06292	3016
16	29	1	.03676	.05311	3017
17	29	1	.03676	.05311	3018
18	29	1	.03676	.05410	3019
1	30	1	.07353	.07289	PH01
2	30	1	.07353	.07266	PH02
3	30	1	.07353	.07266	PH03
4	30	1	.07353	.07266	PH04
5	30	1	.11029	.08172	PH05
6	30	1	.11029	.08172	PH06
* 7	30	1	.14937 .07468	.14481 .07241	PH07
8	30	1	.07353	.07076	PH08
9	30	1	.11029	.08933	PH09
10	30	1	.07353	.07266	PH10
11	30	1	.03676	.05311	PH11
12	30	1	.03676	.05311	PH12
13	30	1	.07353	.06292	PH14
14	30	1	.07353	.06292	PH15
15	30	1	.03676	.05311	PH16
16	30	1	.03676	.05311	PH17
17	30	1	.03676	.05410	PH18
*18	30	1	.07469	.07240	PH19

* Declaration amended by order of Judge Gotlib of the District Court of Ontario on June 19, 1989.

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #3 Massey Square Apt. #
1	1	3	.11029	.10614	101
2	1	3	.03676	.05212	102
3	1	3	Nil-Super.	Nil-Super.	103
4	1	3	.07353	.08096	104
5	1	3	.03676	.05250	105
1	2	3	.11029	.10614	201
2	2	3	.03676	.05212	202
3	2	3	.07353	.08096	203
4	2	3	.07353	.07304	204
5	2	3	.07353	.08096	205
6	2	3	.07353	.07609	206
7	2	3	.07353	.08096	207
8	2	3	.03676	.05402	208
1	3	3	.11029	.10614	301
2	3	3	.03676	.05212	302
3	3	3	.07353	.08096	303
4	3	3	.07353	.07304	304
5	3	3	.07353	.08096	305
6	3	3	.07353	.07609	306
7	3	3	.07353	.08096	307
8	3	3	.03676	.05402	308
1	4	3	.11029	.10614	401
2	4	3	.03676	.05212	402
3	4	3	.07353	.08096	403
4	4	3	.07353	.07304	404
5	4	3	.07353	.08096	405
6	4	3	.07353	.07609	406
7	4	3	.07353	.08096	407
8	4	3	.03676	.05402	408
1	5	3	.11029	.10614	501
2	5	3	.03676	.05212	502
3	5	3	.07353	.08096	503
4	5	3	.07353	.07304	504
5	5	3	.07353	.08096	505
6	5	3	.07353	.07609	506
7	5	3	.07353	.08096	507
8	5	3	.03676	.05402	508
1	6	3	.11029	.10614	601
2	6	3	.03676	.05212	602
3	6	3	.07353	.08096	603
4	6	3	.07353	.07304	604
5	6	3	.07353	.08096	605
6	6	3	.07353	.07609	606
7	6	3	.07353	.08096	607
8	6	3	.03676	.05402	608
1	7	3	.11029	.10614	701
2	7	3	.03676	.05212	702
3	7	3	.07353	.08096	703
4	7	3	.07353	.07304	704
5	7	3	.07353	.08096	705
6	7	3	.07353	.07609	706
7	7	3	.07353	.08096	707
8	7	3	.03676	.05402	708
1	8	3	.11029	.10614	801
2	8	3	.03676	.05212	802
3	8	3	.07353	.08096	803
4	8	3	.07353	.07304	804
5	8	3	.07353	.08096	805
6	8	3	.07353	.07609	806
7	8	3	.07353	.08096	807

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #3 Massey Square Apt. #
8	8	3	.03676	.05402	808
1	9	3	.11029	.10614	901
2	9	3	.03676	.05212	902
3	9	3	.07353	.08096	903
4	9	3	.07353	.07304	904
5	9	3	.07353	.08096	905
6	9	3	.07353	.07609	906
7	9	3	.07353	.08096	907
8	9	3	.03676	.05402	908
1	10	3	.11029	.10614	1001
2	10	3	.03676	.05212	1002
3	10	3	.07353	.08096	1003
4	10	3	.07353	.07304	1004
5	10	3	.07353	.08096	1005
6	10	3	.07353	.07609	1006
7	10	3	.07353	.08096	1007
8	10	3	.03676	.05402	1008
1	11	3	.11029	.10614	1101
2	11	3	.03676	.05212	1102
3	11	3	.07353	.08096	1103
4	11	3	.07353	.07304	1104
5	11	3	.07353	.08096	1105
6	11	3	.07353	.07609	1106
7	11	3	.07353	.08096	1107
8	11	3	.03676	.05402	1108
1	12	3	.11029	.10614	1201
2	12	3	.03676	.05212	1202
3	12	3	.07353	.08096	1203
4	12	3	.07353	.07304	1204
5	12	3	.07353	.08096	1205
6	12	3	.07353	.07609	1206
7	12	3	.07353	.08096	1207
8	12	3	.03676	.05402	1208
1	13	3	.11029	.10614	1401
2	13	3	.03676	.05212	1402
3	13	3	.07353	.08096	1403
4	13	3	.07353	.07304	1404
5	13	3	.07353	.08096	1405
6	13	3	.07353	.07609	1406
7	13	3	.07353	.08096	1407
8	13	3	.03676	.05402	1408
1	14	3	.11029	.10614	1501
2	14	3	.03676	.05212	1502
3	14	3	.07353	.08096	1503
4	14	3	.07353	.07304	1504
5	14	3	.07353	.08096	1505
6	14	3	.07353	.07609	1506
7	14	3	.07353	.08096	1507
8	14	3	.03676	.05402	1508
1	15	3	.11029	.10614	1601
2	15	3	.03676	.05212	1602
3	15	3	.07353	.08096	1603
4	15	3	.07353	.07304	1604
5	15	3	.07353	.08096	1605
6	15	3	.07353	.07609	1606
7	15	3	.07353	.08096	1607
8	15	3	.03676	.05402	1608
1	16	3	.11029	.10614	1701
2	16	3	.03676	.05212	1702
3	16	3	.07353	.08096	1703

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #3 Massey Square Apt. #
4	16	3	.07353	.07304	1704
5	16	3	.07353	.08096	1705
6	16	3	.07353	.07609	1706
7	16	3	.07353	.08096	1707
8	16	3	.03676	.05402	1708
1	17	3	.11029	.10614	1801
2	17	3	.03676	.05212	1802
3	17	3	.07353	.08096	1803
4	17	3	.07353	.07304	1804
5	17	3	.07353	.08096	1805
6	17	3	.07353	.07609	1806
7	17	3	.07353	.08096	1807
8	17	3	.03676	.05402	1808
1	18	3	.11029	.10614	1901
2	18	3	.03676	.05212	1902
3	18	3	.07353	.08096	1903
4	18	3	.07353	.07304	1904
5	18	3	.07353	.08096	1905
6	18	3	.07353	.07609	1906
7	18	3	.07353	.08096	1907
8	18	3	.03676	.05402	1908
1	19	3	.11029	.10614	2001
2	19	3	.03676	.05212	2002
3	19	3	.07353	.08096	2003
4	19	3	.07353	.07304	2004
5	19	3	.07353	.08096	2005
6	19	3	.07353	.07609	2006
7	19	3	.07353	.08096	2007
8	19	3	.03676	.05402	2008
1	20	3	.11029	.10614	2101
2	20	3	.03676	.05212	2102
3	20	3	.07353	.08096	2103
4	20	3	.07353	.07304	2104
5	20	3	.07353	.08096	2105
6	20	3	.07353	.07609	2106
7	20	3	.07353	.08096	2107
8	20	3	.03676	.05402	2108
1	21	3	.11029	.10614	2201
2	21	3	.03676	.05212	2202
3	21	3	.07353	.08096	2203
4	21	3	.07353	.07304	2204
5	21	3	.07353	.08096	2205
6	21	3	.07353	.07609	2206
7	21	3	.07353	.08096	2207
8	21	3	.03676	.05402	2208
1	22	3	.11029	.10614	2301
2	22	3	.03676	.05212	2302
3	22	3	.07353	.08096	2303
4	22	3	.07353	.07304	2304
5	22	3	.07353	.08096	2305
6	22	3	.07353	.07609	2306
7	22	3	.07353	.08096	2307
8	22	3	.03676	.05402	2308
1	23	3	.11029	.10614	2401
2	23	3	.03676	.05212	2402
3	23	3	.07353	.08096	2403
4	23	3	.07353	.07304	2404
5	23	3	.07353	.08096	2405
6	23	3	.07353	.07609	2406
7	23	3	.07353	.08096	2407

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #3 Massey Square Apt. #
8	23	3	.03676	.05402	2408
1	24	3	.11029	.10614	2501
2	24	3	.03676	.05212	2502
3	24	3	.07353	.08096	2503
4	24	3	.07353	.07304	2504
5	24	3	.07353	.08096	2505
6	24	3	.07353	.07609	2506
7	24	3	.07353	.08096	2507
8	24	3	.03676	.05402	2508
1	25	3	.11029	.10614	2601
2	25	3	.03676	.05212	2602
3	25	3	.07353	.08096	2603
4	25	3	.07353	.07304	2604
5	25	3	.07353	.08096	2605
6	25	3	.07353	.07609	2606
7	25	3	.07353	.08096	2607
8	25	3	.03676	.05402	2608
1	26	3	.11029	.10614	2701
2	26	3	.03676	.05212	2702
3	26	3	.07353	.08096	2703
4	26	3	.07353	.07304	2704
5	26	3	.07353	.08096	2705
6	26	3	.07353	.07609	2706
7	26	3	.07353	.08096	2707
8	26	3	.03676	.05402	2708
1	27	3	.11029	.10614	2801
2	27	3	.03676	.05212	2802
3	27	3	.07353	.08096	2803
4	27	3	.07353	.07304	2804
5	27	3	.07353	.08096	2805
6	27	3	.07353	.07609	2806
7	27	3	.07353	.08096	2807
8	27	3	.03676	.05402	2808
1	28	3	.11029	.10614	2901
2	28	3	.03676	.05212	2902
3	28	3	.07353	.08096	2903
4	28	3	.07353	.07304	2904
5	28	3	.07353	.08096	2905
6	28	3	.07353	.07609	2906
7	28	3	.07353	.08096	2907
8	28	3	.03676	.05402	2908
1	29	3	.11029	.10614	3001
2	29	3	.03676	.05212	3002
3	29	3	.07353	.08096	3003
4	29	3	.07353	.07304	3004
5	29	3	.07353	.08096	3005
6	29	3	.07353	.07609	3006
7	29	3	.07353	.08096	3007
8	29	3	.03676	.05402	3008
1	30	3	.11029	.10614	3101
2	30	3	.03676	.05212	3102
3	30	3	.07353	.08096	3103
4	30	3	.07353	.07304	3104
5	30	3	.07353	.08096	3105
6	30	3	.07353	.07609	3106
7	30	3	.07353	.08096	3107
8	30	3	.03676	.05402	3108
1	31	3	.11029	.10614	3201
2	31	3	.03676	.05212	3202
3	31	3	.07353	.08096	3203

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #3 Massey Square Apt. #
4	31	3	.07353	.07304	3204
5	31	3	.07353	.08096	3205
6	31	3	.07353	.07609	3206
7	31	3	.07353	.08096	3207
8	31	3	.03676	.05402	3208
1	32	3	.11029	.10614	3301
2	32	3	.03676	.05212	3302
3	32	3	.07353	.08096	3303
4	32	3	.07353	.07304	3304
5	32	3	.07353	.08096	3305
6	32	3	.07353	.07609	3306
7	32	3	.07353	.08096	3307
8	32	3	.03676	.05402	3308
1	33	3	.11029	.10614	3401
2	33	3	.03676	.05212	3402
3	33	3	.07353	.08096	3403
4	33	3	.07353	.07304	3404
5	33	3	.07353	.08096	3405
6	33	3	.07353	.07609	3406
7	33	3	.07353	.08096	3407
8	33	3	.03676	.05402	3408
1	34	3	.11029	.10614	3501
2	34	3	.03676	.05212	3502
3	34	3	.07353	.08096	3503
4	34	3	.07353	.07304	3504
5	34	3	.07353	.08096	3505
6	34	3	.07353	.07609	3506
7	34	3	.07353	.08096	3507
8	34	3	.03676	.05402	3508
1	35	3	.11029	.10614	3601
2	35	3	.03676	.05212	3602
3	35	3	.07353	.08096	3603
4	35	3	.07353	.07304	3604
5	35	3	.07353	.08096	3605
6	35	3	.07353	.07609	3606
7	35	3	.07353	.08096	3607
8	35	3	.03676	.05402	3608
1	36	3	.11029	.10614	3701
2	36	3	.03676	.05212	3702
3	36	3	.07353	.08096	3703
4	36	3	.07353	.07304	3704
5	36	3	.07353	.08096	3705
6	36	3	.07353	.07609	3706
7	36	3	.07353	.08096	3707
8	36	3	.03676	.05402	3708
1	37	3	.11029	.10614	PH01
2	37	3	.03676	.05212	PH02
3	37	3	.07353	.08096	PH03
4	37	3	.07353	.07304	PH04
5	37	3	.07353	.08096	PH05
6	37	3	.07353	.07609	PH06
7	37	3	.07353	.08096	PH07
8	37	3	.03676	.05402	PH08

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
1	1	5	.03676	.05326	101
2	1	5	.03676	.05311	102
3	1	5	.03676	.05311	103
4	1	5	.07353	.06292	104
5	1	5	.07353	.06292	105
6	1	5	.03676	.05311	106
7	1	5	.03676	.05311	107
8	1	5	.07353	.07266	108
9	1	5	Nil-Super.	Nil-Super.	109
1	2	5	.03676	.05410	201
2	2	5	.03676	.05311	202
3	2	5	.03676	.05311	203
4	2	5	.07353	.06292	204
5	2	5	.07353	.06292	205
6	2	5	.03676	.05311	206
7	2	5	.03676	.05311	207
8	2	5	.07353	.07266	208
9	2	5	.07353	.07205	209
10	2	5	.07353	.08659	210
11	2	5	.07353	.07266	211
12	2	5	.07353	.07266	212
13	2	5	.11029	.08172	214
14	2	5	.11029	.08172	215
15	2	5	.07353	.07266	216
16	2	5	.07353	.07266	217
17	2	5	.07353	.07266	218
18	2	5	.07353	.07289	219
1	3	5	.03676	.05410	301
2	3	5	.03676	.05311	302
3	3	5	.03676	.05311	303
4	3	5	.07353	.06292	304
5	3	5	.07353	.06292	305
6	3	5	.03676	.05311	306
7	3	5	.03676	.05311	307
8	3	5	.07353	.07266	308
9	3	5	.11029	.08933	309
10	3	5	.07353	.07076	310
11	3	5	.07353	.07266	311
12	3	5	.07353	.07266	312
13	3	5	.11029	.08172	314
14	3	5	.11029	.08172	315
15	3	5	.07353	.07266	316
16	3	5	.07353	.07266	317
17	3	5	.07353	.07266	318
18	3	5	.07353	.07289	319
1	4	5	.03676	.05410	401
2	4	5	.03676	.05311	402
3	4	5	.03676	.05311	403
4	4	5	.07353	.06292	404
5	4	5	.07353	.06292	405
6	4	5	.03676	.05311	406
7	4	5	.03676	.05311	407
8	4	5	.07353	.07266	408
9	4	5	.11029	.08933	409
10	4	5	.07353	.07076	410
11	4	5	.07353	.07266	411
12	4	5	.07353	.07266	412
13	4	5	.11029	.08172	414
14	4	5	.11029	.08172	415
15	4	5	.07353	.07266	416

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
16	4	5	.07353	.07266	417
17	4	5	.07353	.07266	418
18	4	5	.07353	.07289	419
1	5	5	.03676	.05410	501
2	5	5	.03676	.05311	502
3	5	5	.03676	.05311	503
4	5	5	.07353	.06292	504
5	5	5	.07353	.06292	505
6	5	5	.03676	.05311	506
7	5	5	.03676	.05311	507
8	5	5	.07353	.07266	508
9	5	5	.11029	.08933	509
10	5	5	.07353	.07076	510
11	5	5	.07353	.07266	511
12	5	5	.07353	.07266	512
13	5	5	.11029	.08172	514
14	5	5	.11029	.08172	515
15	5	5	.07353	.07266	516
16	5	5	.07353	.07266	517
17	5	5	.07353	.07266	518
18	5	5	.07353	.07289	519
1	6	5	.03676	.05410	601
2	6	5	.03676	.05311	602
3	6	5	.03676	.05311	603
4	6	5	.07353	.06292	604
5	6	5	.07353	.06292	605
6	6	5	.03676	.05311	606
7	6	5	.03676	.05311	607
8	6	5	.07353	.07266	608
9	6	5	.11029	.08933	609
10	6	5	.07353	.07076	610
11	6	5	.07353	.07266	611
12	6	5	.07353	.07266	612
13	6	5	.11029	.08172	614
14	6	5	.11029	.08172	615
15	6	5	.07353	.07266	616
16	6	5	.07353	.07266	617
17	6	5	.07353	.07266	618
18	6	5	.07353	.07289	619
1	7	5	.03676	.05410	701
2	7	5	.03676	.05311	702
3	7	5	.03676	.05311	703
4	7	5	.07353	.06292	704
5	7	5	.07353	.06292	705
6	7	5	.03676	.05311	706
7	7	5	.03676	.05311	707
8	7	5	.07353	.07266	708
9	7	5	.11029	.08933	709
10	7	5	.07353	.07076	710
11	7	5	.07353	.07266	711
12	7	5	.07353	.07266	712
13	7	5	.11029	.08172	714
14	7	5	.11029	.08172	715
15	7	5	.07353	.07266	716
16	7	5	.07353	.07266	717
17	7	5	.07353	.07266	718
18	7	5	.07353	.07289	719
1	8	5	.03676	.05410	801
2	8	5	.03676	.05311	802
3	8	5	.03676	.05311	803

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
4	8	5	.07353	.06292	804
5	8	5	.07353	.06292	805
6	8	5	.03676	.05311	806
7	8	5	.03676	.05311	807
8	8	5	.07353	.07266	808
9	8	5	.11029	.08933	809
10	8	5	.07353	.07076	810
11	8	5	.07353	.07266	811
12	8	5	.07353	.07266	812
13	8	5	.11029	.08172	814
14	8	5	.11029	.08172	815
15	8	5	.07353	.07266	816
16	8	5	.07353	.07266	817
17	8	5	.07353	.07266	818
18	8	5	.07353	.07289	819
1	9	5	.03676	.05410	901
2	9	5	.03676	.05311	902
3	9	5	.03676	.05311	903
4	9	5	.07353	.06292	904
5	9	5	.07353	.06292	905
6	9	5	.03676	.05311	906
7	9	5	.03676	.05311	907
8	9	5	.07353	.07266	908
9	9	5	.11029	.08933	909
10	9	5	.07353	.07076	910
11	9	5	.07353	.07266	911
12	9	5	.07353	.07266	912
13	9	5	.11029	.08172	914
14	9	5	.11029	.08172	915
15	9	5	.07353	.07266	916
16	9	5	.07353	.07266	917
17	9	5	.07353	.07266	918
18	9	5	.07353	.07289	919
1	10	5	.03676	.05410	1001
2	10	5	.03676	.05311	1002
3	10	5	.03676	.05311	1003
4	10	5	.07353	.06292	1004
5	10	5	.07353	.06292	1005
6	10	5	.03676	.05311	1006
7	10	5	.03676	.05311	1007
8	10	5	.07353	.07266	1008
9	10	5	.11029	.08933	1009
10	10	5	.07353	.07076	1010
11	10	5	.07353	.07266	1011
12	10	5	.07353	.07266	1012
13	10	5	.11029	.08172	1014
14	10	5	.11029	.08172	1015
15	10	5	.07353	.07266	1016
16	10	5	.07353	.07266	1017
17	10	5	.07353	.07266	1018
18	10	5	.07353	.07289	1019
1	11	5	.03676	.05410	1101
2	11	5	.03676	.05311	1102
3	11	5	.03676	.05311	1103
4	11	5	.07353	.06292	1104
5	11	5	.07353	.06292	1105
6	11	5	.03676	.05311	1106
7	11	5	.03676	.05311	1107
8	11	5	.07353	.07266	1108
9	11	5	.11029	.08933	1109

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
10	11	5	.07353	.07076	1110
11	11	5	.07353	.07266	1111
12	11	5	.07353	.07266	1112
13	11	5	.11029	.08172	1114
14	11	5	.11029	.08172	1115
15	11	5	.07353	.07266	1116
16	11	5	.07353	.07266	1117
17	11	5	.07353	.07266	1118
18	11	5	.07353	.07289	1119
1	12	5	.03676	.05410	1201
2	12	5	.03676	.05311	1202
3	12	5	.03676	.05311	1203
4	12	5	.07353	.06292	1204
5	12	5	.07353	.06292	1205
6	12	5	.03676	.05311	1206
7	12	5	.03676	.05311	1207
8	12	5	.07353	.07266	1208
9	12	5	.11029	.08933	1209
10	12	5	.07353	.07076	1210
11	12	5	.07353	.07266	1211
12	12	5	.07353	.07266	1212
13	12	5	.11029	.08172	1214
14	12	5	.11029	.08172	1215
15	12	5	.07353	.07266	1216
16	12	5	.07353	.07266	1217
17	12	5	.07353	.07266	1218
18	12	5	.07353	.07289	1219
1	13	5	.03676	.05410	1401
2	13	5	.03676	.05311	1402
3	13	5	.03676	.05311	1403
4	13	5	.07353	.06292	1404
5	13	5	.07353	.06292	1405
6	13	5	.03676	.05311	1406
7	13	5	.03676	.05311	1407
8	13	5	.07353	.07266	1408
9	13	5	.11029	.08933	1409
10	13	5	.07353	.07076	1410
11	13	5	.07353	.07266	1411
12	13	5	.07353	.07266	1412
13	13	5	.11029	.08172	1414
14	13	5	.11029	.08172	1415
15	13	5	.07353	.07266	1416
16	13	5	.07353	.07266	1417
17	13	5	.07353	.07266	1418
18	13	5	.07353	.07289	1419
1	14	5	.03676	.05410	1501
2	14	5	.03676	.05311	1502
3	14	5	.03676	.05311	1503
4	14	5	.07353	.06292	1504
5	14	5	.07353	.06292	1505
6	14	5	.03676	.05311	1506
7	14	5	.03676	.05311	1507
8	14	5	.07353	.07266	1508
9	14	5	.11029	.08933	1509
10	14	5	.07353	.07076	1510
11	14	5	.07353	.07266	1511
12	14	5	.07353	.07266	1512
13	14	5	.11029	.08172	1514
14	14	5	.11029	.08172	1515
15	14	5	.07353	.07266	1516

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
16	14	5	.07353	.07266	1517
17	14	5	.07353	.07266	1518
18	14	5	.07353	.07289	1519
1	15	5	.03676	.05410	1601
2	15	5	.03676	.05311	1602
3	15	5	.03676	.05311	1603
4	15	5	.07353	.06292	1604
5	15	5	.07353	.06292	1605
6	15	5	.03676	.05311	1606
7	15	5	.03676	.05311	1607
8	15	5	.07353	.07266	1608
9	15	5	.11029	.08933	1609
10	15	5	.07353	.07076	1610
11	15	5	.07353	.07266	1611
12	15	5	.07353	.07266	1612
13	15	5	.11029	.08172	1614
14	15	5	.11029	.08172	1615
15	15	5	.07353	.07266	1616
16	15	5	.07353	.07266	1617
17	15	5	.07353	.07266	1618
18	15	5	.07353	.07289	1619
1	16	5	.03676	.05410	1701
2	16	5	.03676	.05311	1702
3	16	5	.03676	.05311	1703
4	16	5	.07353	.06292	1704
5	16	5	.07353	.06292	1705
6	16	5	.03676	.05311	1706
7	16	5	.03676	.05311	1707
8	16	5	.07353	.07266	1708
9	16	5	.11029	.08933	1709
10	16	5	.07353	.07076	1710
11	16	5	.07353	.07266	1711
12	16	5	.07353	.07266	1712
13	16	5	.11029	.08172	1714
14	11	5	.11029	.08172	1715
15	16	5	.07353	.07266	1716
16	16	5	.07353	.07266	1717
17	16	5	.07353	.07266	1718
18	16	5	.07353	.07289	1719
1	17	5	.03676	.05410	1801
2	17	5	.03676	.05311	1802
3	17	5	.03676	.05311	1803
4	17	5	.07353	.06292	1804
5	17	5	.07353	.06292	1805
6	17	5	.03676	.05311	1806
7	17	5	.03676	.05311	1807
8	17	5	.07353	.07266	1808
9	17	5	.11029	.08933	1809
10	17	5	.07353	.07076	1810
11	17	5	.07353	.07266	1811
12	17	5	.07353	.07266	1812
13	17	5	.11029	.08172	1814
14	17	5	.11029	.08172	1815
15	17	5	.07353	.07266	1816
16	17	5	.07353	.07266	1817
17	17	5	.07353	.07266	1818
18	17	5	.07353	.07289	1819
1	18	5	.03676	.05410	1901
2	18	5	.03676	.05311	1902
3	18	5	.03676	.05311	1903

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
4	18	5	.07353	.06292	1904
5	18	5	.07353	.06292	1905
6	18	5	.03676	.05311	1906
7	18	5	.03676	.05311	1907
8	18	5	.07353	.07266	1908
9	18	5	.11029	.08933	1909
10	18	5	.07353	.07076	1910
11	18	5	.07353	.07266	1911
12	18	5	.07353	.07266	1912
13	18	5	.11029	.08172	1914
14	18	5	.11029	.08172	1915
15	18	5	.07353	.07266	1916
16	18	5	.07353	.07266	1917
17	18	5	.07353	.07266	1918
18	18	5	.07353	.07289	1919
1	19	5	.03676	.05410	2001
2	19	5	.03676	.05311	2002
3	19	5	.03676	.05311	2003
4	19	5	.07353	.06292	2004
5	19	5	.07353	.06292	2005
6	19	5	.03676	.05311	2006
7	19	5	.03676	.05311	2007
8	19	5	.07353	.07266	2008
9	19	5	.11029	.08933	2009
10	19	5	.07353	.07076	2010
11	19	5	.07353	.07266	2011
12	19	5	.07353	.07266	2012
13	19	5	.11029	.08172	2014
14	19	5	.11029	.08172	2015
15	19	5	.07353	.07266	2016
16	19	5	.07353	.07266	2017
17	19	5	.07353	.07266	2018
18	19	5	.07353	.07289	2019
1	20	5	.03676	.05410	2101
2	20	5	.03676	.05311	2102
3	20	5	.03676	.05311	2103
4	20	5	.07353	.06292	2104
5	20	5	.07353	.06292	2105
6	20	5	.03676	.05311	2106
7	20	5	.03676	.05311	2107
8	20	5	.07353	.07266	2108
9	20	5	.11029	.08933	2109
10	20	5	.07353	.07076	2110
11	20	5	.07353	.07266	2111
12	20	5	.07353	.07266	2112
13	20	5	.11029	.08172	2114
14	20	5	.11029	.08172	2115
15	20	5	.07353	.07266	2116
16	20	5	.07353	.07266	2117
17	20	5	.07353	.07266	2118
18	20	5	.07353	.07289	2119
1	21	5	.03676	.05410	2201
2	21	5	.03676	.05311	2202
3	21	5	.03676	.05311	2203
4	21	5	.07353	.06292	2204
5	21	5	.07353	.06292	2205
6	21	5	.03676	.05311	2206
7	21	5	.03676	.05311	2207
8	21	5	.07353	.07266	2208
9	21	5	.11029	.08933	2209

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
10	21	5	.07353	.07076	2210
11	21	5	.07353	.07266	2211
12	21	5	.07353	.07266	2212
13	21	5	.11029	.08172	2214
14	21	5	.11029	.08172	2215
15	21	5	.07353	.07266	2216
16	21	5	.07353	.07266	2217
17	21	5	.07353	.07266	2218
18	21	5	.07353	.07289	2219
1	22	5	.03676	.05410	2301
2	22	5	.03676	.05311	2302
3	22	5	.03676	.05311	2303
4	22	5	.07353	.06292	2304
5	22	5	.07353	.06292	2305
6	22	5	.03676	.05311	2306
7	22	5	.03676	.05311	2307
8	22	5	.07353	.07266	2308
9	22	5	.11029	.08933	2309
10	22	5	.07353	.07076	2310
11	22	5	.07353	.07266	2311
12	22	5	.07353	.07266	2312
13	22	5	.11029	.08172	2314
14	22	5	.11029	.08172	2315
15	22	5	.07353	.07266	2316
16	22	5	.07353	.07266	2317
17	22	5	.07353	.07266	2318
18	22	5	.07353	.07289	2319
1	23	5	.03676	.05410	2401
2	23	5	.03676	.05311	2402
3	23	5	.03676	.05311	2403
4	23	5	.07353	.06292	2404
5	23	5	.07353	.06292	2405
6	23	5	.03676	.05311	2406
7	23	5	.03676	.05311	2407
8	23	5	.07353	.07266	2408
9	23	5	.11029	.08933	2409
10	23	5	.07353	.07076	2410
11	23	5	.07353	.07266	2411
12	23	5	.07353	.07266	2412
13	23	5	.11029	.08172	2414
14	23	5	.11029	.08172	2415
15	23	5	.07353	.07266	2416
16	23	5	.07353	.07266	2417
17	23	5	.07353	.07266	2418
18	23	5	.07353	.07289	2419
1	24	5	.03676	.05410	2501
2	24	5	.03676	.05311	2502
3	24	5	.03676	.05311	2503
4	24	5	.07353	.06292	2504
5	24	5	.07353	.06292	2505
6	24	5	.03676	.05311	2506
7	24	5	.03676	.05311	2507
8	24	5	.07353	.07266	2508
9	24	5	.11029	.08933	2509
10	24	5	.07353	.07076	2510
11	24	5	.07353	.07266	2511
12	24	5	.07353	.07266	2512
13	24	5	.11029	.08172	2514
14	24	5	.11029	.08172	2515
15	24	5	.07353	.07266	2516

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
16	24	5	.07353	.07266	2517
17	24	5	.07353	.07266	2518
18	24	5	.07353	.07289	2519
1	25	5	.03676	.05410	2601
2	25	5	.03676	.05311	2602
3	25	5	.03676	.05311	2603
4	25	5	.07353	.06292	2604
5	25	5	.07353	.06292	2605
6	25	5	.03676	.05311	2606
7	25	5	.03676	.05311	2607
8	25	5	.07353	.07266	2608
9	25	5	.11029	.08933	2609
10	25	5	.07353	.07076	2610
11	25	5	.07353	.07266	2611
12	25	5	.07353	.07266	2612
13	25	5	.11029	.08172	2614
14	25	5	.11029	.08172	2615
15	25	5	.07353	.07266	2616
16	25	5	.07353	.07266	2617
17	25	5	.07353	.07266	2618
18	25	5	.07353	.07289	2619
1	26	5	.03676	.05410	2701
2	26	5	.03676	.05311	2702
3	26	5	.03676	.05311	2703
4	26	5	.07353	.06292	2704
5	26	5	.07353	.06292	2705
6	26	5	.03676	.05311	2706
7	26	5	.03676	.05311	2707
8	26	5	.07353	.07266	2708
9	26	5	.11029	.08933	2709
10	26	5	.07353	.07076	2710
11	26	5	.07353	.07266	2711
12	26	5	.07353	.07266	2712
13	26	5	.11029	.08172	2714
14	26	5	.11029	.08172	2715
15	26	5	.07353	.07266	2716
16	26	5	.07353	.07266	2717
17	26	5	.07353	.07266	2718
18	26	5	.07353	.07289	2719
1	27	5	.03676	.05410	2801
2	27	5	.03676	.05311	2802
3	27	5	.03676	.05311	2803
4	27	5	.07353	.06292	2804
5	27	5	.07353	.06292	2805
6	27	5	.03676	.05311	2806
7	27	5	.03676	.05311	2807
8	27	5	.07353	.07266	2808
9	27	5	.11029	.08933	2809
10	27	5	.07353	.07076	2810
11	27	5	.07353	.07266	2811
12	27	5	.07353	.07266	2812
13	27	5	.11029	.08172	2814
14	27	5	.11029	.08172	2815
15	27	5	.07353	.07266	2816
16	27	5	.07353	.07266	2817
17	27	5	.07353	.07266	2818
18	27	5	.07353	.07289	2819
1	28	5	.03676	.05410	2901
2	28	5	.03676	.05311	2902
3	28	5	.03676	.05311	2903

Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #5 Massey Square Apt. #
4	28	5	.07353	.06292	2904
5	28	5	.07353	.06292	2905
6	28	5	.03676	.05311	2906
7	28	5	.03676	.05311	2907
8	28	5	.07353	.07266	2908
9	28	5	.11029	.08933	2909
10	28	5	.07353	.07076	2910
11	28	5	.07353	.07266	2911
12	28	5	.07353	.07266	2912
13	28	5	.11029	.08172	2914
14	28	5	.11029	.08172	2915
15	28	5	.07353	.07266	2916
16	28	5	.07353	.07266	2917
17	28	5	.07353	.07266	2918
18	28	5	.07353	.07289	2919
1	29	5	.03676	.05410	PH01
2	29	5	.03676	.05311	PH02
3	29	5	.03676	.05311	PH03
4	29	5	.07353	.06292	PH04
5	29	5	.07353	.06292	PH05
6	29	5	.03676	.05311	PH06
7	29	5	.03676	.05311	PH07
8	29	5	.07353	.07266	PH08
9	29	5	.11029	.08933	PH09
10	29	5	.07353	.07076	PH10
11	29	5	.07353	.07266	PH11
12	29	5	.07353	.07266	PH12
13	29	5	.11029	.08172	PH14
14	29	5	.11029	.08172	PH15
15	29	5	.07353	.07266	PH16
16	29	5	.07353	.07266	PH17
17	29	5	.07353	.07266	PH18
18	29	5	.07353	.07289	PH19

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #2-4 Crescent Town Rd. Apt. #
1	A, 1 & 2	2	.07353	.08206	101
2	A, 1 & 2	2	.07353	.08206	102
3	A, 1 & 2	2	.07353	.08206	103
4	A, 1 & 2	2	.07353	.08206	104
5	A, 1 & 2	2	.07353	.08206	105
6	A, 1 & 2	2	.07353	.08206	106
7	A, 1 & 2	2	.07353	.08206	107
8	A, 1 & 2	2	.07353	.08206	108
1	3	2	.07353	.05950	301
2	3	2	.07353	.05950	302
3	3	2	.07353	.05950	303
4	3	2	.07353	.05950	304
1	4 & 5	2	.11029	.09375	401
2	4 & 5	2	.11029	.09375	402
3	4 & 5	2	.11029	.09375	403
4	4 & 5	2	.11029	.09375	404
5	4 & 5	2	.11029	.09375	405
6	4 & 5	2	.11029	.09375	406
7	4 & 5	2	.11029	.09375	407
8	4 & 5	2	.11029	.09375	408
9	4 & 5	2	.11029	.09375	409
10	4 & 5	2	.11029	.09375	410
11	4 & 5	2	.11029	.09375	411
12	4 & 5	2	.11029	.09375	412
13	4 & 5	2	.11029	.09375	414
14	4 & 5	2	.11029	.09375	415
15	4 & 5	2	.11029	.09375	416
16	4 & 5	2	.11029	.09375	417

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #6-8 Crescent Town Rd. Apt. #
1	A, 1 & 2	4	.07353	.08206	101
2	A, 1 & 2	4	.07353	.08206	102
3	A, 1 & 2	4	.07353	.08206	103
4	A, 1 & 2	4	.07353	.08206	104
5	A, 1 & 2	4	.07353	.08206	105
6	A, 1 & 2	4	.07353	.08206	106
7	A, 1 & 2	4	.07353	.08206	107
8	A, 1 & 2	4	.07353	.08206	108
1	3	4	.07353	.05950	301
2	3	4	.07353	.05950	302
3	3	4	.07353	.05950	303
4	3	4	.07353	.05950	304
1	4 & 5	4	.11029	.09375	401
2	4 & 5	4	.11029	.09375	402
3	4 & 5	4	.11029	.09375	403
4	4 & 5	4	.11029	.09375	404
5	4 & 5	4	.11029	.09375	405
6	4 & 5	4	.11029	.09375	406
7	4 & 5	4	.11029	.09375	407
8	4 & 5	4	.11029	.09375	408
9	4 & 5	4	.11029	.09375	409
10	4 & 5	4	.11029	.09375	410
11	4 & 5	4	.11029	.09375	411
12	4 & 5	4	.11029	.09375	412
13	4 & 5	4	.11029	.09375	414
14	4 & 5	4	.11029	.09375	415
15	4 & 5	4	.11029	.09375	416
16	4 & 5	4	.11029	.09375	417

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Unit No.	Level No.	Bldg. No.	Proportions of Common Interest (Expressed in Percentages)	Contributions to Common Expenses (Expressed in Percentages)	Unit Municipally known as #10-12 Crescent Town Rd. Apt. #
1	A, 1 & 2	6	.07353	.08206	101
2	A, 1 & 2	6	.07353	.08206	102
3	A, 1 & 2	6	.07353	.08206	103
4	A, 1 & 2	6	.07353	.08206	104
5	A, 1 & 2	6	.07353	.08206	105
6	A, 1 & 2	6	.07353	.08206	106
7	A, 1 & 2	6	.07353	.08206	107
8	A, 1 & 2	6	.07353	.08206	108
1	3 & 4	6	.11029	.09375	301
2	3 & 4	6	.11029	.09375	302
3	3 & 4	6	.11029	.09375	303
4	3 & 4	6	.11029	.09375	304
5	3 & 4	6	.11029	.09375	305
6	3 & 4	6	.11029	.09375	306
7	3 & 4	6	.11029	.09375	307
8	3 & 4	6	.11029	.09375	308
9	3 & 4	6	.11029	.09375	309
10	3 & 4	6	.11029	.09375	310
11	3 & 4	6	.11029	.09375	311
12	3 & 4	6	.11029	.09375	312
13	3 & 4	6	.11029	.09375	314
14	3 & 4	6	.11029	.09375	315
15	3 & 4	6	.11029	.09375	316
16	3 & 4	6	.11029	.09375	317
			100.00000	100.00000	

Registered in the Land
Titles Office at Toronto
on October 3, 1972 as
Instrument No. B-339024.

DATED June 1, 1972.

THE CONDOMINIUM ACT

DECLARATION

-of-

YORK CONDOMINIUM CORPORATION NO. 76

HARRIES, HOUSER, BROWN &
MCALLUM,
Barristers & Solicitors
80 Richmond St. W.,
Toronto, Ontario (NGP/rec)