

BALCONY SCREENS

This Agreement made pursuant to section 98 of the *Condominium Act, 1998* as of April 10, 2003, between:

**THOSE OWNERS LISTED ON SCHEDULE "A" ATTACHED HERETO**

(collectively referred to  
herein as the "Owners")  
of the first part,

- and -

**SIMCOE CONDOMINIUM CORPORATION NO. 37**

(referred to herein as  
the "Corporation")  
of the second part,

**WHEREAS:**

- A. the Owners are the current registered owners of the condominium units listed next to their names set out in Schedule "A" hereto; and
- B. prior to entering into this Agreement, the Owners have made the following addition, alteration or improvement (hereinafter referred to as the "Addition") to the exclusive use common elements, namely, the terrace/balcony:  
  
Installation of removable screen protection on balcony/terrace opening. Generally described as nylon screening attached to aluminum frames and securely installed within tracks affixed to the balcony and building cladding. The installation, material and colour would have been pre-approved by the Board of Directors.
- C. the *Condominium Act, 1998*, requires that each owner who installs an addition, alteration or improvement to the common element must enter into an agreement with the Corporation setting out certain matters;
- D. the Board of Directors of the Corporation (the "Board"), has agreed to allow the Addition to continue subject to the terms and conditions of this Agreement;
- E. The terms used herein have the meanings ascribed to them in the *Condominium Act, 1998*, (the "Act") and the Declaration and By-laws of the Corporation.

Now therefore, in consideration of two dollars (\$2.00) and other good and valuable consideration (the sufficiency of which is hereby acknowledged) it is hereby agreed and declared as follows:

**1. Ownership and Costs Relating to the Addition**

Each Owner has ownership of the Addition and is solely responsible for all the costs relating to the installation of the Addition, including any and all government approvals, consents and permits and for the cost of repair after damage, maintenance and insurance of the Addition and the Corporation has no obligations in respect thereof.

**2. Insurance**

At all times, each Owner shall maintain adequate insurance relating to the Addition and shall deliver to the Corporation a certificate of such insurance in which

the insurer recognizes, among other things, the existence of the indemnity in favour of the Corporation as contained in section 7 herein. The Owner shall provide to the Corporation, annually, or as requested by the Corporation, a certificate of insurance from the Owner's insurance company certifying the existence of such an insurance policy.

### **3. Maintenance of Addition**

Each Owner shall be responsible to ensure that the Addition is maintained in compliance with all applicable laws and in a good and workmanlike manner. The Corporation shall not be responsible in any way for maintaining the Addition.

### **4. Work Hours**

Unless otherwise agreed to by the Board of Directors, any maintenance and repair work relating to the Addition shall be carried out from Monday to Friday only, between the hours of 9:00 a.m. and 5:00 p.m. No work shall be carried out on Saturdays and Sundays or statutory holidays. All work relating to the Addition must be completed within two (2) days following the commencement of the work, unless otherwise approved by the Board of Directors.

### **5. Failure to Comply**

If any Owner fails to maintain, repair or insure the Addition in accordance with this Agreement or is otherwise in breach of his/her obligations hereunder, the Board may by written notice to the Owner, require the Owner to remedy the breach which may include cancellation of the permission hereby granted and require the Owner to restore the exclusive use common elements to their original condition prior to the installation, at the sole expense of the Owner. If the Owner fails to remedy the breach, as required by the Board, within ten (10) days of receipt of written notice of the breach, the Corporation may remedy the breach. Any expenses and costs whatsoever incurred by the Corporation in so doing shall be the responsibility of the Owner in accordance with clause 9 hereof.

### **6. Access to Unit and Inspection of Addition**

At any time, upon reasonable prior notice, the Corporation, or its agents, shall be permitted access to the Unit for the purposes of inspecting the condition and state of repair of the Addition, with particular regard for the safety and security of the building and its occupants.

### **7. Insurance and Indemnity**

Each Owner is aware that the Addition is an improvement made by the Owner to the exclusive use common elements that is not included in the obligation of the Corporation to insure under the Act. Each Owner shall indemnify and save the Corporation harmless from all damages, losses, claims, actions or causes of action that may arise by reason of any or all of the installation, maintenance and repair of the Addition.

### **8. Removal of Addition**

Each Owner shall remove the Addition at his/her sole expense within twenty (20) days after being notified by the Corporation, acting reasonably, that repairs are required to be made to either the Unit and/or the common elements, which require such removal of the Addition. If any Owner fails to remove the Addition when so notified, the Corporation may remove and dispose of the Addition without further notice or compensation whatsoever to the Owner and the Corporation may restore either or both of the Unit and the common elements to their original condition and all costs incurred by the Corporation in so doing shall be payable by the Owner. In the event of an emergency, the Corporation may remove the Addition without notice, acting reasonably. The Corporation shall not be liable for any damage that may be sustained to the Addition or caused as a result of its removal.

**9. Recovery of Costs**

Any and all costs, charges, damages or expenses, including legal costs on a solicitor and client basis, incurred by the Corporation, together with any interest thereon, whether with respect to the approval, preparation and registration of this Agreement, the failure of any Owner to comply with the terms of this Agreement and steps taken to enforce same, the insuring, repairing, maintaining and/or replacing of the Addition, or with respect to any other costs incurred by the Corporation as a result of this Agreement whether expressly stated herein or not, shall be paid by the defaulting Owner within twenty (20) days of being billed or notified of same. Each Owner agrees that these costs shall be deemed to be common expenses attributable to the Owner's Unit, and shall be recoverable pursuant to the Act, together with interest and costs on a solicitor and client basis by the Corporation.

**10. Notice**

Any notice given to any Owner shall be given in accordance with section 47(7) of the Act. Any notice given to the Corporation shall be given personally or by registered mail to the President or Secretary of the Corporation.

**11. Registration of Agreement and Binding upon successors and assigns**

In consideration of the consent and permission herein granted to each Owner by the Corporation, each Owner covenants and agrees with the Corporation that he/she will diligently perform all of his/her obligations under this Agreement. This Agreement shall apply to the Unit and is enforceable against each Owner and their successors and assigns (ie. all subsequent purchasers of the Unit). This Agreement shall be registered against each Unit listed in Schedule "A" and the Owners hereby grant permission and authorization for such registration.

**12. Obligations Not Joint and Several**

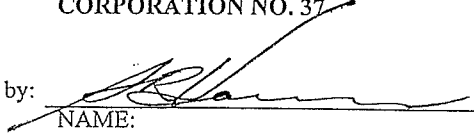
The obligations hereunder are not joint and several among the Owners except in relation to those Units that may be owned by more than one Owner in which case, those Owners are jointly and severally liable for the obligation under this Agreement.

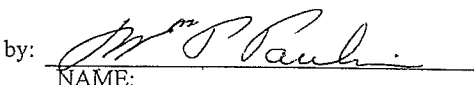
**13. Independent Legal Advice**

Each Owner hereby acknowledges having had an opportunity to review this Agreement with their own independent lawyer and to seek such advice deemed necessary prior to executing this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIMCOE CONDOMINIUM  
CORPORATION NO. 37

by:   
NAME:  
President

by:   
NAME:  
Secretary  
I/We have authority to bind the Corporation.

See Schedule "A" hereto  
Owners

SCHEDULE "A"

Owners Party to Section 98 Agreement with SCC No. 37

Unit	Level	Suite #	Name	Signature
				<i>Phyllis Pomeroy</i>
2	1	102	Phyllis Pomeroy	
3	1	103	J. Bryson, R. Bryson and R. Wilson	<i>Jean Bryson</i>
4	1	104	<del>Eileen Evans</del> <i>Bob Acker &amp; Lacie</i>	
5	1	105	<del>Helen Bower</del> <i>J. BRANDON Judy Orsdon</i>	
6	1	106	Mary Kuehnbaum	<i>Mary Kuehnbaum</i>
17	1	117	Barbara Tupling	<i>Not Applicable</i>
1	2	201	Robert Middlemiss	<i>R Middlemiss</i>
2	2	202	Robert Holt	
3	2	203	Dorothy Secor	<i>Dorothy Secor</i>
4	2	204	Norman Knight for the "Est. of Ms. M. Board"	<i>MARILYN + JAMES MCPHEE</i>
5	2	205	Victor Salerno	<i>Not Applicable</i>
6	2	206	Blanche Stuart	<i>Blanche Stuart</i>
7	2	207	Archie Wanless	<i>Archie Louise Wanless</i>
8	2	208	Curtis Boyd	<i>Curtis + Joan Boyd</i>
1	3	301	Gary Dawson c/o Melchior Management	<i>Not Applicable</i>
2	3	302	Audrey Livingston	<i>Audrey H. Livingston</i>
3	3	303	Mary Wylie	<i>Not Applicable</i>
4	3	304	Cornelius Sitaru	<i>Jiri</i>
5	3	305	Muriel Kennedy	<i>Attorney in Charge Muriel Kennedy</i>
6	3	306	Eric Coughlin	<i>Eric + Constance Mary Coughlin</i>
7	3	307	Jean Noy	<i>Jean Noy</i>
8	3	308	Joyce Coutts	<i>Joyce Coutts</i>
1	4	401	Bill McCloud	<i>Bill McCloud</i>
2	4	402	Paul Meger	<i>Paul Meger</i>
3	4	403	Jack Lauder	<i>Jack Lauder</i>
4	4	404	<del>Anne Deluca</del> <i>Don</i>	<i>Don DeLuca</i>
5	4	405	Vern MacLeod	<i>Vern MacLeod</i>
6	4	406	Nancy Gunter	<i>Nancy Gunter</i>
7	4	407	Mary Hamilton	<i>Mary Hamilton</i>
8	4	408	Harold Cutting	<i>H. Cutting</i>
1	5	501	Kent Hall	<i>Kent Hall</i>
2	5	502	<del>John/Molly Mitchen</del>	<i>John + Molly Mitchell</i>
3	5	503	John Cole	<i>John Cole</i>
4	5	504	Robert Seymour	<i>Robert Seymour</i>
5	5	505	Victor Adrian	<i>Not Applicable</i>
6	5	506	Audrey Webb	<i>Audrey Webb</i>
7	5	507	Burt Vanderheyden	<i>Burt Vanderheyden</i>
8	5	508	Ross Stephens	<i>Ross Stephens</i>
1	6	601	Robert Gray	<i>Robert Gray</i>
2	6	602	Doreen Chisholm	<i>Doreen Chisholm</i>
3	6	603	Donald Milne	<i>Donald Milne</i>

4	6	604	Morris Ackerman	Morris Ackerman
5	6	605	Barbara Tupling	BA Tupling
6	6	606	Nilan Clerk c/o Melchior Management	Neilan Clerk
7	6	607	Ruth Williams	Ruth Williams
8	6	608	Margaret Grise	Margaret A Grise
1	7	701	Bonnie Alexander	agent for KB Rodgers
2	7	702	Fred Carthew	Fred Carthew
3	7	703	James Bertram	Margaret & James Bertram
4	7	704	Morris Ackerman	Joyce Ackerman
5	7	705	Lillian Marshall	L. Marshall
6	7	706	Kenneth Kay	Kenneth R Kay
7	7	707	Wilbert Pearson	Wilbert Pearson
8	7	708	Russel Church	Russel Church
1	8	801	Graydon Knapp	Graydon Knapp
2	8	802	Babe Toms	Babe Toms (Babe)
3	8	803	Albert Hodgins	Albert Hodgins
4	8	804	Walter MacMillan	Walter MacMillan
5	8	805	Blanche Kesteven	Blanche Kesteven
6	8	806	Lillian Mitchell	Lillian H. Mitchell
7	8	807	John Palen	John Palen
8	8	808	Irene Emery	Irene Emery
1	9	901	Mona Pope	Mona Pope
2	9	902	Karen Beeston	Karen Beeston
3	9	903	Irene Roach	Irene Roach
4	9	904	Joyce Thornley	Joyce E. Thornley
5	9	905	Phillip Franchetto	Not Applicable
6	9	906	Eve Cook	Eve Cook
7	9	907	Bob Hancock	Bob Hancock
8	9	908	William Duff	William Duff
1	10	1001	Joe Whelan	Joe Whelan
2	10	1002	Elinor Chadwick	Elinor Chadwick
3	10	1003	Mary Curtis	Mary Curtis
4	10	1004	Jack Garner	Jack Garner
5	10	1005	James Weatherbee	James Weatherbee
6	10	1006	Frances Campbell	Frances Campbell
7	10	1007	Elvena Ross	Elvena Ross
8	10	1008	Cathy Caldwell	Cathy Caldwell
1	11	1101	Bill Trotter	Bill Trotter
2	11	1102	Bud Hooper	Bud Hooper
3	11	1103	Rick Essar	Rick Essar
4	11	1104	Thomas Zatelny	Thomas Zatelny
5	11	1105	Frances Pudden	Frances Pudden
6	11	1106	Dorothy Treadwell	Dorothy A. Treadwell
7	11	1107	Benjamin Dickson	Benjamin Dickson
8	11	1108	Gerry Swan	Gerry Swan
1	12	1201	William Lohauru	William Lohauru
2	12	1202	Kay Peacock	Kay Peacock
3	12	1203	Geoffrey Weeks	Geoffrey Weeks
4	12	1204		

5	12	1205	Anne Waddell	<i>Annie Waddell</i>
6	12	1206	Donald Inch	
7	12	1207	Judy Powell	<i>Judith A Powell</i>
8	12	1208	John Jones	<i>J. Jones</i>
1	13	1401	George Poole	<i>G. Poole</i>
2	13	1402	William Paulin	<i>Wm Paulin</i>
3	13	1403	Harold Holloway	<i>Harold Holloway</i>
4	13	1404	Samuel Stone c/o Melchoir Management	
5	13	1405	Mike Bolender	<i>M Bolender</i>
6	13	1406	Jean Koetsier	<i>Jean Koetsier</i>
7	13	1407	Norma Cohan	<i>Norma Cohan</i>
8	13	1408	Neil Mayor	<i>Neil Mayor</i>
1	14	1501	John Barker	Not Applicable
2	14	1502	Anne Marie Moliski	Not Applicable
3	14	1503	Gladys Gronsfors	Not Applicable
4	14	1504	Henning Raven	Not Applicable
5	14	1505	John Brennan	Not Applicable
6	14	1506	Beth McGoran	Not Applicable

## SCHEDULE "A"

Owners Party to Section 98 Agreement with SCC No. 37

Unit	Level	Suite #	Name	Signature
2	1	102	Phyllis Pomeroy	
3	1	103	J. Bryson, R. Bryson and R. Wilson	
4	1	104	Eileen Evans	
5	1	105	Helen Bower	
6	1	106	Mary Kuehnbaum	
17	1	117	Barbara Tupling	
1	2	201	Robert Middlemiss	
2	2	202	Robert Holt	<i>Robert Holt</i>
3	2	203	Dorothy Secor	
4	2	204	Norman Knight for the "Est. of Ms.M.Board"	
5	2	205	Victor Salerno	Not Applicable
6	2	206	Blanche Stuart	
7	2	207	Archie Wanless	
8	2	208	Curtis Boyd	
1	3	301	Gary Dawson c/o Melchior Management	Not Applicable
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3	3	303	Mary Wylie	Not Applicable
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5	3	305	Muriel Kennedy	
6	3	306	Eric Coughlin	
7	3	307	Jean Noy	
8	3	308	Joyce Coutts	
1	4	401	Bill McLoud	
2	4	402	Paul Meger	
3	4	403	Jack Lauder	
4	4	404	Anne Deluca	
5	4	405	Vern MacLeod	
6	4	406	Nancy Gunter	
7	4	407	Mary Hamilton	
8	4	408	Harold Cutting	
1	5	501	Kent Hall	
2	5	502	Robert Murray c/o	

6	11	1106	Frances Pudden	
7	11	1107	Dorothy Treadwell	
8	11	1108	Benjamin Dickson	
1	12	1201	Gerry Swan <i>Agent for</i>	<i>Paul Coffey for [Signature]</i>
2	12	1202	William Loharus	
3	12	1203	Kay Peacock	
4	12	1204	Geoffrey Weeks	

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1-20-04 11:55 THE BAYCLUB



The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 11 of 19

**Properties**

<i>PIN</i>	59037 - 0112 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 7, LEVEL 13, SIMCOE CONDOMINIUM PLAN NO. 37 ; PT LTS 8, 9, 10, 11, 12 & 13 S/S COLLIER ST PL 18, PT 1 51R7672, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT35005 AS AMENDED BY LT35776 ; BARRIE		
<i>Address</i>	1407 UNIT 00181 COLLIER STREET BARRIE		
<i>PIN</i>	59037 - 0113 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 8, LEVEL 13, SIMCOE CONDOMINIUM PLAN NO. 37 ; PT LTS 8, 9, 10, 11, 12 & 13 S/S COLLIER ST PL 18, PT 1 51R7672, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT35005 AS AMENDED BY LT35776 ; BARRIE		
<i>Address</i>	1408 UNIT 00181 COLLIER STREET BARRIE		

**Consideration**

*Consideration*     \$ 2.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

<i>Name</i>	SIMCOE CONDOMINIUM CORPORATION NO. 37
<i>Address for Service</i>	c/o Progressive Management and Consulting 11 Victoria Street Suite 220 Barrie, Ontario L4N 6T3

I, BOB HANCOCK, President, and I, BOB PAULIN, Secretary, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Luigi Natale	77 King Street West Suite #4400 Toronto M5K 1G8	acting for Applicant(s)	Signed	2004 08 20
Tel	416-864-9700			
Fax	4169418852			

**Submitted By**

FOGLER, RUBINOFF LLP	77 King Street West Suite #4400 Toronto M5K 1G8	2004 08 20
Tel	416-864-9700	
Fax	4169418852	

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$60.00
<i>Total Paid</i>	\$60.00

**File Number**

*Applicant Client File Number :*                      031597