

**SIMCOE
CONDOMINIUM
CORPORATION**

NO. 37

DECLARATION

DECLARATION

26

MADE PURSUANT TO THE CONDOMINIUM ACT, 1978

35005

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of The Condominium Act, 1978, as amended from time to time, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

BAYCLUB DEVELOPMENTS LIMITED

a Corporation incorporated under the laws of the Province of Ontario and

(hereinafter called the "Declarant"),

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the City of Barrie, in the County of Simcoe, and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (the "description").

AND WHEREAS there has been constructed upon the said lands buildings containing 119 units.

AND WHEREAS the Declarant intends that the said lands together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

The terms used in the declaration shall have the meanings ascribed to them in the Act unless the declaration specifies otherwise or unless the context otherwise requires, and in particular:

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- (a) Common Elements means all the property except the units;
- (b) Common Interest means the interest in the common elements appurtenant to a unit;
- (c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
- (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interest appurtenant to land that are added to the common elements;
- (e) Unit means a part or parts of the land included in the description, and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the declaration and the description. For greater certainty, the definition of "unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the declaration;
- (f) Rules means rules passed by the board of directors (the "board") of the Condominium Corporation and becoming effective pursuant to Section 29 of the Act.

Section 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description and the interests appurtenant to the said lands (the "lands") be governed by the Act.

Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

Section 5 - Common Interest and Common Expenses Allocation

Each owner shall have both an undivided interest in the common elements as a tenant in common with all other owners and shall also contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred (100%) per cent.

Section 6 - Exclusive Use Common Elements

Subject to the provisions of the Act and the declaration, the owner of each unit shall have the exclusive use of those part of the common elements as set forth in Schedule "F" attached hereto.

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be
2 ROBERT SPECK PARKWAY, SUITE 1450
MISSISSAUGA, ONTARIO. L4Z 1H8
or such other address as the Corporation may determine by resolution of the board.

PART 2 - SPECIFICATIONS OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those expenses, costs and sums of money set forth in Schedule "E" attached hereto.

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

Section 10 - Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

Section 11 - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statements and information in accordance with Section 32 (8) of the Act, and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

(a) Each owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the

common elements, including the exclusive use common elements designated to his unit, subject to any conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners, of the common elements and the other units.

(b) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act.

Section 13 - Restricted Access

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as a utility area, building maintenance or storage area, manager's office, an area for operating machinery, any other part of the common elements used for the care, maintenance or operation of the property. This section shall not apply to any first mortgagee holding mortgages on at least 10% of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's building manager.

Section 14 - Modification of Common Elements and Assets

(a) The Corporation may, by a vote of owners who own eighty (80%) per cent of the units, make any substantial additional, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.

(b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration, or

improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.

(c) For the purpose of this section, the board shall decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change in the assets of the Corporation, is substantial.

PART 4 - OCCUPATION AND USE OF UNITS

Section 15 - General Use

(a) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in the declaration.

(b) The owner of each unit shall comply, and shall require all residents, tenants, invitees, and licensees of his unit to comply with the Act, the declaration, the by-laws, and the rules,

(c) No owner shall make any structural change or alteration in or to any unit, without the consent of the board of directors.

Section 16 - Use of Dwelling Units

(a) Each dwelling unit shall be occupied and used only as a private single-family residence, and for no other purpose; provided however, that the foregoing shall not prevent the Declarant from completing the said building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs located or affixed to those parts of the common elements as the Declarant's sales staff may deem appropriate, until all dwelling units, have been sold by the Declarant.

PART 5 - LEASING OF UNITS

Section 17 - Notification of Lease

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

(b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I, acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit owner, except for the payment of common expenses unless otherwise provided by The Condominium Act."

Section 18 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 19 - Owner's Liability

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

PART 6 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 20 - Maintenance and Repairs to Unit

(a) Each owner shall maintain his unit, and, subject to the provisions of the declaration, each owner shall repair his unit after damage all at his own expense.

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

(c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twelve (12) percent per annum until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof.

(d) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit,

notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 21 - Maintenance and Repairs to Common Elements

(a) The Corporation shall maintain and repair after damage the common elements. The duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except maintenance of the interior surfaces thereof and exterior surfaces accessible by balconies, the responsibility for which shall be left to the affected unit owner), and all exclusive use portions of the common elements, except that in respect of balconies or patios set aside for the exclusive use of the designated owner, the responsibility for their maintenance only shall rest upon the owner enjoying exclusive use of same.

(b) Every Owner from time to time shall forthwith reimburse the Corporation for repairs of windows and doors serving his unit, caused by his negligence or the negligence of residents, tenants, invitees or licensees of his unit.

PART 7 - INSURANCE

Section 22 - Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligations to repair and in respect of the unit owners' interests in the units and common elements, and the unit owners' obligation to repair any damage to:

- (i) the common elements;

- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the unit owners; in an amount equal to the full replacement cost of such real and personal property, and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provision re: Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements which shall be subject to the provisions of this declaration and the insurance trust agreement, and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed ten thousand dollars (\$10,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the owners, and any resident, tenant, invitee, or licensee of a unit, except for

damage arising out of arson and fraud caused by any one of the above;

- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interest appear thereon, and to the insurance trustee.
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect of any other insurance carried by the owner;
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act.

Section 23 - General Provisions Regarding the Condominium Insurance

(a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other time as as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.

(b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit,

shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision, and also to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee no later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration.

Section 24 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify

them against liabilities insured by them as a result of a contravention of S. 24(1) of the Act.

Section 25 - Insurance Maintained by the Individual Unit

Owners

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

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the owners and any residents, tenants, invitees or licencees of such other units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

(b) Public liability insurance covering any liability of any owner or resident, tenant, invitee or licencee of his unit, to the extent not covered by any public liability any property damage insurance obtained and maintained by the Corporation.

Section 26 - Indemnification by Owners

(a) Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licencee of his unit, to the common elements or to any Unit, except

for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such.

Section 27 - Insurance Trust Agreement

The Corporation shall enter into and at all times maintain an insurance trust agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's owners' respective obligations to repair in accordance with the provisions of the Act. Notwithstanding the foregoing, where insurance proceeds payable on any one loss are less than ten thousand dollars (\$10,000.00), such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminated within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement with another trust company or chartered bank, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement.

PART 8 - GENERAL MATTERS

Section 28 - Rights of Entry

(a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over 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 or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

(b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exists.

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

(d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 29 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or effect in any manner the validity or enforceability of the remainder of this declaration.

Section 30 - Waiver

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

Section 31 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- (a) To an owner, by giving same to him or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit
- (b) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- (c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the

Corporation at its address for service.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

Section 32 - Construction of Declaration

This declaration shall be read with all changes of number and gender required by the context.

Section 33 - Headings

The headings in the body of the declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

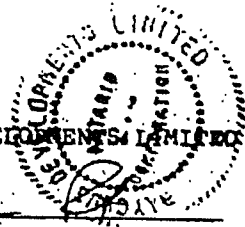
DATED at the City of Mississauga, in the Regional Municipality of Peel and Province of Ontario,
this _____ day of April, 1981.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

BAYCLUB DEVELOPMENTS LIMITED

per:  _____

per: _____



SCHEDULE "A"

ALL AND SINGULAR that parcel or tract of land and premises situate, lying and being in the City of Barrie, in the County of Simcoe, being composed of Part of Lots 8, 9, 10, 11, 12 and 13 according to a Plan registered in the Land Registry Office as Plan No. 18 for the City of Barrie and being designated as Part 1 on a Plan of Survey of Record in the Land Registry Office, Land Titles Division of Simcoe (No. 51) at Barrie as Number 51R-7672.

being the whole of Parcel 8-~~4~~ in the Register for Section 51.18.

SCHEDULE "B"

The undersigned, having registered encumbrances within the meaning of Clause b of Subsection 1 of Section 3 of The Condominium Act registered as Number 34472 in the Land Registry Office for the Land Titles Division of Simcoe hereby consents to the registration of this Declaration pursuant to The Condominium Act against the lands or interests appurtenant to the land described in the Description.

DATED AT BARRIE, this 16th day of April, 1981.

THE MUNICIPAL SAVINGS & LOAN CORPORATION

Per: _____

Per: _____



SCHEDULE "C"

DESCRIPTION OF CONDOMINIUM UNITS
AND COMMON ELEMENTS

Each unit shall comprise the area within the heavy lines shown on Sheets 1, 2, 3, 4 and 5 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Sheets 1, 2, 3, 4 and 5 of the Description and all dimensions shall have reference to them.

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

Level 1, Units 7 to 16, both inclusive

(a) Vertically

- Top of concrete slab in basement.
- In the area of the first floor where the unit extends beyond the basement beneath it the boundary is the top of the concrete slab.
- In the area of the second floor, where the unit extends beyond the first floor area the boundary is the top of the plywood subfloor.
- Top of drywall sheathing in the top floor ceiling.
- Lower surface of the sky light in top floor ceiling.

(b) Horizontally

- The unfinished interior surfaces of the structural walls.
- The unfinished interior surfaces of the window frames, and the interior surface of all glass panels therein.
- The unfinished interior face of the exterior doors and door frames, and the interior surface of all glass panels therein.

The interior surfaces of the structural walls are:

- On the first and second floors, the backside face of the drywall sheathing.
- In the basement, the unit side line and face of the poured concrete and/or concrete block walls.

Level 1, Unit 1 to 6, both inclusive, and Unit 17 All Units on Levels 2 to 14, both inclusive

(a) Vertically

- Top of the concrete slab floor.
- The lower surface of the concrete slab ceiling.

(b) Horizontally

- The unfinished interior surfaces of structural walls.
- The unfinished interior surfaces of the window frames, and the interior surfaces of all glass panels therein.
- The unfinished interior face of the exterior doors, and the interior surfaces of all glass panels therein.
- In the vicinity of ducts and pipe spaces, etc., the unit boundaries shall be the backside face of the drywall sheathing surrounding such spaces.

The unfinished interior surfaces of the structural walls are the backside of the drywall sheathing.

For all Units in all Levels

In the area of heating and air conditioning equipment the unit boundary shall extend through the outside structural wall in a sufficient opening to accommodate the peripheral housing of such equipment and shall terminate along the line and face of the exterior grill work of such equipment. That is to say that such equipment is part of the unit and not part of the common elements.

For Those Units Which Contain Fireplaces

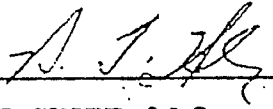
The unit boundary in the vicinity of such fireplaces shall be parallel to the actual fireplace wall, as constructed, and distant 5" therefrom measured into the wall. In the vicinity of the flue the unit boundary is the unit side face of the brick.

Notwithstanding the foregoing, the Unit shall not include:

- (a) Any load bearing columns or the structural members of any load bearing partitions contained within the units.
- (b) All doors and windows leading out of the unit.
- (c) Such pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable television, water or drainage, which are within any walls or floors and provide services or utilities to more than one unit.

DATED at MISSISSAUGA, ONTARIO the 23rd day of March, 1978.

HOLDING & JONES LIMITED



A handwritten signature in cursive script, appearing to read "P. T. Holding", is written over a horizontal line.

P. T. HOLDING, O.L.S.

SCHEDULE "D"

<u>Unit No.</u>	<u>Level No.</u>	<u>% of Common Interest & Contribution to Common Expenses</u>	<u>Parking Space No. Allocated</u>	<u>Parking Level</u>
1	1	0.8741	3	PSA
2	1	0.7539	49	PSA
3	1	0.7032	50	PSA
4	1	0.7032	29	PSA
5	1	0.8488	45	PSA
6	1	0.8488	47	PSA
7	1	1.2762	44	PSA
8	1	1.2762	43	PSA
9	1	1.2762	42	PSA
10	1	1.2762	41	PSA
11	1	1.2762	38	PSA
12	1	1.2762	52	PSA
13	1	1.2762	51	PSA
14	1	1.2762	26	PSA
15	1	1.2762	27	PSA
16	1	1.2762	53	PSA
17	1	0.7032	54	PSA
1	2	0.8108	62	PSB
2	2	0.8741	64	PSB
3	2	0.7221	55	PSB
4	2	0.7539	30	PSB
5	2	0.7032	7	PSB
6	2	0.7032	56	PSB
7	2	0.8488	67	PSB
8	2	0.8488	37	PSB
1	3	0.8108	31	PSB
2	3	0.8741	33	PSB
3	3	0.7221	29	PSB
4	3	0.7539	7	PSA
5	3	0.7032	58	PSB
6	3	0.7032	57	PSB
7	3	0.8488	52	PSB
8	3	0.8488	27	PSB
1	4	0.8108	32	PSB
2	4	0.8741	39	PSB
3	4	0.7221	6	PSA
4	4	0.7539	61	PSB
5	4	0.7032	59	PSB
6	4	0.7032	1	PSB
7	4	0.8488	26	PSB
8	4	0.8488	51	PSB
1	5	0.8108	65	PSB
2	5	0.8741	36	PSB
3	5	0.7221	54	PSB
4	5	0.7539	5	PSB
5	5	0.7032	60	PSB
6	5	0.7032	63	PSB
7	5	0.8488	47	PSB
8	5	0.0488	35	PSA
1	6	0.8108	34	PSB
2	6	0.8741	41	PSB
3	6	0.7221	39	PSA
4	6	0.7539	38	PSB
5	6	0.7032	3	PSB
6	6	0.7032	5	PSA
7	6	0.8488	9	PSA
8	6	0.8488	30	PSA
1	7	0.8108	48	PSA
2	7	0.8741	46	PSA
3	7	0.7221	28	PSA

<u>Unit No.</u>	<u>Level No.</u>	<u>% of Common Interest & Contribution to Common Expenses</u>	<u>Parking Space No. Allocated</u>	<u>Parking Level</u>
4	7	0.7539	1	PSA
5	7	0.7032	35	PSB
6	7	0.7032	66	PSB
7	7	0.8488	36	PSA
8	7	0.8488	42	PSB
1	8	0.8108	31	PSA
2	8	0.8741	44	PSB
3	8	0.7221	53	PSB
4	8	0.7539	9	PSB
5	8	0.7032	49	PSB
6	8	0.7032	50	PSB
7	8	0.8488	10	PSB
8	8	0.8488	40	PSA
1	9	0.8108	46	PSB
2	9	0.8741	24	PSB
3	9	0.7221	22	PSB
4	9	0.7539	23	PSB
5	9	0.7032	40	PSB
6	9	0.7032	17	PSA
7	9	0.8488	32	PSA
8	9	0.8488	25	PSB
1	10	0.8108	45	PSB
2	10	0.8741	43	PSB
3	10	0.7221	4	PSA
4	10	0.7539	18	PSA
5	10	0.7032	48	PSB
6	10	0.7032	28	PSB
7	10	0.8488	34	PSA
8	10	0.8488	14	PSA
1	11	0.8108	23	PSA
2	11	0.8741	10	PSA
3	11	0.7221	37	PSA
4	11	0.7539	24	PSA
5	11	0.7032	33	PSA
6	11	0.7032	25	PSA
7	11	0.8488	11	PSB
8	11	0.8488	22	PSA
1	12	0.8108	2	PSB
2	12	0.8741	13	PSB
3	12	0.7221	21	PSA
4	12	0.7539	16	PSA
5	12	0.7302	19	PSA
6	12	0.7302	20	PSA
7	12	0.8488	20	PSB
8	12	0.8488	2	PSA
1	13	0.8108	12	PSB
2	13	0.8741	6	PSB
3	13	0.7221	8	PSA
4	13	0.7539	8	PSB
5	13	0.7032	21	PSB
6	13	0.7032	4	PSB
7	13	0.8488	19	PSB
8	13	0.8488	15	PSA
1	14	1.1032	14 & 15	PSB
2	14	1.1032	18	PSB
3	14	1.1032	16	PSB
4	14	1.1032	17	PSB
5	14	1.1032	13	PSA
6	14	1.1032	11 & 12	PSA

100%

SCHEDULE "E"

COMMON EXPENSES

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

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

- snow removal and landscaping
- insurance premiums and the necessary appraisals
- electricity respect common elements
- water
- waste disposal (where applicable)
- television antenna or cable
- property maintenance and supervisory staff
- maintenance materials, tools and supplies for common elements

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

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

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

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

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

(h) All sums of money paid or payable by the Corporation pursuant to the provisions of Sub-section 1 and 3 of Section 38 of the Act;

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

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

(k) The cost of the Corporation's share of maintenance, repairs and operation of the recreational facilities.

SCHEDULE "F"

RESTRICTIONS ON USE OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the by-laws and the rules and regulations passed pursuant thereto, the owners of each unit shall respectively have the exclusive use of the following parts of the common elements designated as:

Patio Areas

The owners of Unit Numbers 3, 17 and 7 to 16 both inclusive, Level 1 shall have exclusive use of those parts of the common elements designated by the number of their unit followed by the letter "P" as illustrated on Sheets 6 and 7 of the Description submitted concurrently herewith.

Terrace Access

The owners of all units except Unit 3 and 17, Level 1 shall have exclusive use of the terrace, to which their unit gives sole access, designated by the letter "T" as illustrated on Sheets 6 and 7 of the Description submitted concurrently herewith.

Locker Areas

The owners of each unit save and except Units 7 to 16 both inclusive, Level 1, shall have for the purpose of additional storage exclusive use of that part of the Common Elements designated by the Corporation as storage space, the allocation of which is to be assigned from time to time by the Corporation.

Parking Areas

The owners of each unit shall have for the purpose of parking motor vehicles, exclusive use of that part of the Common Elements designated by the number of parking space followed by the letters "PS" and the level designation "A" or "B" as illustrated on Sheet 7 for level A and Sheet 8 for level B of the Description submitted concurrently herewith and as allocated in Schedule "D".

Recreational Areas (Health Club, Ceramics Workshop, Woodworking Shop, Library/Card Room/Party Room/Games Room)

The owners of each unit together with a maximum of five guests on any single occasion shall have full use of the Recreational Areas during posted hours. Such hours to be determined by a majority vote of members at an annual meeting or at any other meeting for which notice has been given that such a vote will be held. No guest under the age of sixteen years shall use the facilities without being accompanied and supervised by an owner.

Restrictive Access Areas

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as: a utility area; a building maintenance area; a storage area; a manager's office; an area containing operating machinery, a guest suite; or visitor parking area designated by the letter "V" and illustrated on Sheets 6 and 7 of the Description submitted concurrently herewith.

DATED: _____, 198

**PROPERTY OF
LAND TILES OFFICE**

35005

1981 APR 16 PM 2 37

35005

SIMCOE CONDOMINIUM CORPORATION NO.

No. _____
Land Titles Division of Simcoe (No. 51)
Received in the Land Registry Office
at Barrie at 3:37 PM on the 16 day of April, 1981
and entered in
Unit NOV COND. NO. 97
Level _____
in the Unit Register for Simcoe Condominium
Plan No. _____

Dep. Registrar
LAND REGISTRAR SIMCOE (51)
Recently 8-4 M
51-18

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT,
1978

lmv 37

REGISTRATION	FE	169	-
LAND			
TRANSFER TAX			
KITAX			
SALES TAX			

Operation was made prior
to registration.
EXCUPTION for

PALLET VALO BARSKY & HUTCHESON,
Barristers and Solicitors,
1450 Mississauga Executive Centre,
Two Robert Speck Parkway,
Mississauga, Ontario.
LNZ 1H8