

SC 7590
Certificate of Receipt
Certificat de R6c6plss6

JUN 13 2002 /3,5/

Land Registrar / Registraire, Simcoe #81 Barrie

Handwritten initials

(1) Registry	0	Land Title,	0	Page 1 of 3j pages
(3) Property Identifier(1)	Block 58795	Property	0530(LT)	Additional See Schedule
(4) Nature of Document	Condominium Declaration			
(6) Consideration	One Dollar		Dollars \$ 1.00	
(16) Description	Part of the East part of Lot 24, Concession 6 In the geographic Township of Vess>ra now In the City of Barrie designatocl as Parts 10 and 1 Plan 51R-30860 and Part 1 Reference Plan 51R-31129. county of Simcoe. Part of P.I.N. 58795-0530 (LT)			
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch	D	(b) Schedule for: Description	O Additional Parties D Other

FOR OFFICE USE ONLY

New Property Identifiers
SCP259 Additional: See Schedule **D**

Execution • Additional: See Schedule **D**

(8) This Document provides the following:
 Condominium Declaration and Schedules thereto.

Continued on Schedule

(9) This Document relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signing Y M
David Shoretz, Real Estate Development By Its Solicitor R.T. Hamel	<i>Handwritten Signature</i>	2002 6

(11) Address for Service: **2 Toronto Street, Barrie, Ontario L4M 5R4**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signing Y M

(13) Address for Service

(14) Municipal Address of Property 2 Toronto St. Barrie, Ontario L4M 5K4	(16) Document Prepared by: Richard T. Hamel Barrister & Solicitor 2049 Pine Street Suite 2A Burlington, Ontario L7R 1E7	FOR OFFICE USE ONLY	Fees and Tax
			Registration Fee 1550.00
			296 UNITS
			Total 1550.00

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the Condominium Act, 1998 and the Regulations made thereunder as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

GRAND SHORES REALTY DEVELOPMENT CORPORATION
(hereinafter called the "**Declarant**")

WHEREAS:

A. The Declarant is the owner in fee simple of lands and premises situate in the City of Barrie, in the County of Simcoe, and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Property**";

B. The Declarant intends that a freehold condominium corporation be created comprising the Property and that such freehold condominium corporation be a standard condominium corporation;

C. The Declarant has constructed a building upon the Property containing one hundred and thirty two (132) Residential Units, one (1) Commercial Unit; and one hundred and sixty three (163) Parking Units

D. The Declarant intends that the Property and the appurtenant interests together with the buildings constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS;

ARTICLE I.

INTRODUCTORY

1. Statement of Intention

The Declarant intends that the Property described in Schedule "A" annexed hereto and in the Description, together with all interests appurtenant to the lands be governed by the Act. The Declarant intends to create a freehold condominium corporation which shall be a standard condominium corporation.

2. Definitions

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

- (a) "**Board**" means the Corporation's Board of Directors;
- (b) "**By-laws**" means the by-laws of the Corporation enacted from time to time;
- (c) "**Commercial Unit**" shall mean Unit 82, Level 1 which shall be used solely for the purposes set out in Article IV, section 5.
- (d) "**Common Elements**" means all the Property except the Units;
- (e) "**Corporation**" means the Condominium Corporation created by the registration of this Declaration;

- (f) **"Grand Harbour"** means the lands and premises comprising Phase I and the Future Phase Condominium;
- (g) **"Future Phase Condominium" or "Future Corporation"** means the condominium corporation to be developed and created by the Declarant as a separate condominium corporation, upon the registration of declarations and descriptions on Parts 1,4,5,7 and 8 inclusive on the Reference Plan 51R-30860 save and except Part I Reference Plan 51R-31129 (the **" Future Phase Lands"**);
- (h) **"Owner"** means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (i) **"Parking Units"** means units 1 to 81 inclusive on level 1 and units 1 to 82 inclusive on level 2;
- (j) **"Phase I" or "Phase I Corporation"** means the lands and premises described in Schedule "A" hereto;
- (k) **"Reference Plans"** means the reference plans registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 51R-30860 and 51R-31129;
- (l) **"Residential Unit(s)"** means Units 1 to 11 inclusive on Levels 3,5 inclusive, Units 1 to 9 inclusive on Levels 8, 10, 12 and 14, inclusive, Units 1 to 10 inclusive on Levels 4,6,7,9,11 and 13 inclusive, and units 1 to 7 inclusive on levels 15 and 16;
- (m) **"Rules"** means the Rules passed by the Board;
- (n) **"Shared Facilities Agreement"** means the Agreement governing the use and sharing of costs of certain facilities between the Corporation and the Future Phase Condominium.
- (o) **"Unit(s)"** means collectively Residential Units, Commercial Units and Parking Units

3. **Consent of Encumbrancers**

The consent of every person having a registered charge or mortgage against the Property or interest appurtenant thereto is contained in Schedule "B" attached hereto.

4. **Boundaries of Units and Monuments**

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule "C" attached hereto.

5. **Common Interest and Common Expenses**

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall be one hundred (100%) percent.

6. **Address for Service and Mailing Address of the Corporation**

The Corporation's address for service shall be 2 Toronto Street, Barrie, Ontario, L4M 5R4 and the Corporation's mailing address shall be 2 Toronto Street, Barrie, Ontario, L4M 5R4, or such other address as the Board may determine from time to time.

ARTICLE II.

COMMON EXPENSES

1. Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2. Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, any By-laws or Rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

3. 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 repair and replacement of Common Elements and assets of the Corporation all in accordance with the Act;
- (b) No part of the Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation; and
- (c) The Corporation shall allocate a portion of the Reserve Fund maintained as part of the Reserve Fund requirements under the Act, for the purposes of maintaining a separate Reserve Fund for the Shared Facilities. The Corporation shall contribute and pay its Proportionate Share of the Reserve Fund, from time to time, which funds are to be allocated to the Shared Facilities. Provided that until the Future Phase is registered as a Condominium Plan, the contribution to the Reserve Fund shall be borne by this Corporation in its entirety. When the Future Phase is registered as a plan of condominium, the Proportionate Share of each corporation shall be calculated in the proportion that the total number of Residential Units in each such registered condominium plan bears to the total number of Residential Units in the two condominium corporations.

4. Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any

Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.

COMMON ELEMENTS

1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

2. Exclusive Use Common Elements

- a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto.
- b) Each Locker may only be used for the storage of material that do not constitute a danger or nuisance to the residents of the Corporation, the Units and Common Elements.

3. Restricted Access

- a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for utility areas and meter rooms, an area for operating machinery, the roof, or any other parts of the Common Elements used for the care, maintenance or operation of the Property or any part thereof; and
- b) Subparagraph 3(a) of this Article III shall not apply to any first mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its Property Manager.

4. Modification of Common Elements and Assets

a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, or alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provision of this Declaration) without obtaining the prior written approval of the Corporation in accordance with the Act.

b) Substantial Alterations

The Corporation may not make any substantial addition, alteration or improvement to the Common Elements, or may make any substantial change to the assets of the Corporation or a substantial change in a service that the Corporation provides to the Owners unless the Owners who own

at least 66 2/3 percent of the Units of the Corporation vote in favour of approving it.

5. **Pets**

No animal, livestock or fowl, other than one (1) pet under 25 pounds in size per Residential Unit, as permitted pursuant to Article IV of the Declaration, is permitted to be on or about the Common Elements, including the exclusive use Common Elements. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress to and egress from a Unit and, while on the Common Elements. Notwithstanding the generality of the foregoing, no attack dogs are permitted to be on or about the Common Elements.

6. **Visitor Parking**

Thirty-Five (35) parking spaces on Level I shall form part of the Common Elements for use by visitors only. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation, and shall be used by visitors for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. Each parking space shall be individually designated as parking by means of clearly visible signs. Provided that the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking area until such time as all units in Grand Harbour have been sold and conveyed by the Declarant.

7. **Future Phase Parkin2**

The Owners and their invitees of the Residential Units of the Future Phase Condominium shall have the exclusive right to park their motor vehicles in the designated parking areas of Part 1, Reference Plan 51R-31129.

ARTICLE IV.

UNITS

1. **General Restrictions**

The occupation and use of the Residential Units shall be in accordance with the following restrictions and stipulations:

- a) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation;
- b) If any Owner shall do or permit anything to be done in the Unit and/or 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 of the policy or policies of insurance obtained from time to time by the Corporation, then such Owner shall pay with his next monthly contribution towards the Common Expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;

- c) Each Owner shall comply and shall require all members of his family, residents, guests and visitors to his Unit to comply with the Act, this Declaration, the By-laws and the Rules;
- d) No change shall be made in the colour of any exterior glass, window, door or screen of any Residential Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, (including awnings, and/or storm shutters), doors or windows of the buildings, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Residential Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white on the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the buildings. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes/laundry be hung anywhere except where may be designated by the Board;
- e) No exterior aerial, antenna or satellite dish shall be placed on the Property without the express written consent of the Board which consent may be unreasonably withheld.

2.

Residential Units

- a) Each Residential Unit shall be occupied and used only for residential purposes in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales purposes upon the Common Elements, and within or outside any unsold Unit, for the marketing of Units in Grand Harbour or in respect of the Declarant's other developments until registered title to all units in Grand Harbour have been transferred by the Declarant;
- b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of or the inside or outside of any Unit without the express written consent of the Board. This restriction shall not apply to the Declarant;
- c) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Unit, or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- d) No animal, livestock or fowl of any kind other than one (1) pet under 25 pounds in size per Residential Unit, defined as being a dog, or a cat, or caged canaries, budgies or other small domestic birds, or an aquarium of goldfish or tropical fish, or one (1) small caged animal usually considered to be a pet shall be kept or allowed in any Unit. No animal, which is deemed by the Board or the Property Manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding generality of the foregoing, no

attack dogs shall be allowed in any Residential Unit. No breeding of animals for sale shall be carried on, in or around any Residential Unit;

- e) In the event the Board determines that any noise is being transmitted to another Residential Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Residential Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Residential Unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis;
- f) No boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Residential Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Unit.

3. Leasing of Units

Notification of Lease

- a) Where an Owner leases his/her Unit, the Owner shall within 30 days of entering into the lease or renewal of lease notify the Corporation that the Unit is leased and shall provide to the Corporation the tenant's name, the Owner's address, a copy of the lease or renewal of lease, and a summary thereof in the form prescribed by the Condominium Act;
- b) No Owner other than the Declarant shall lease his Unit unless he first delivers to the Tenant a copy of the Corporation's declaration by-laws and rules to the Corporation a covenant or agreement signed by the tenant in a form as hereinafter set out (or as provided for in the Rules of the Corporation from time to time);

"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, the By-laws, and all the 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 an Owner, except for the payment of Common Expenses, unless otherwise provided by the Condominium Act";

- c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation; and
- c) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with the tenant.

4. Parking Units

- a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the

corporation. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provisions in its annual budget for cleaning of the Parking Units. Certain vehicles may be prohibited from entering the underground garage due to height restrictions.

- b) Parking Units may only be conveyed to the Declarant, the Corporation, or to any Owner of a Unit in Grand Harbour.

5. **Commercial Unit**

- a) The Commercial Unit shall be occupied and used only for those commercial purposes in accordance with the applicable zoning by laws pertaining to the Property and for no other purpose whatsoever
- b) No Owner of a Commercial Unit shall make any change, addition, modification, or alteration, except for any such change, addition, modification or alteration which is solely decorative in nature, nor shall such Owner make any such changes to the Common Elements except for the maintenance of those parts of the Common Elements which such Owner has a duty to maintain.
- c) No animal, livestock, or fowl of any kind other than as provided in Article IV, paragraph 2(d) shall be kept or allowed in any Commercial Unit

6. **General**

- a) The Residential Units and the Commercial Unit shall not include:
 1. Concrete load bearing valls and columns within the said units;
 2. Any pipe, wire, conduit, duct, flue shaft, utility line used for power, cable or satellite television, water, heating, air conditioning or drainage which is within any unit which provides any service or utility to another unit or units, but the unit shall include any fixture, outlet or other facility with respect to any such service or utility which is within or outside the boundaries of the unit and which services the unit only.
- b) The Parking Units shall exclude all fans, cables, conduits, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements and whether located in or outside of any walls or floors, together with any heating or aid conditioning equipment, ducts, flues, shafts etc. or controls of same, as well as any concrete columns, fire hose cabinets, and steel guard rails abutting such columns, concrete walls or load bearing walls which may be located within.

ARTICLE V.

MAINTENANCE AND REPAIRS

1. **Repairs and Maintenance by Owner**

- a) Each Owner shall maintain his/her Unit, and subject to the provisions of this Declaration, each Owner shall repair his Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. In addition, without limiting the generality of the foregoing, each Owner shall maintain:

- i) The interior surface of doors which provide the means of ingress and egress from his Unit and repair damage to those doors caused by the negligence of the Owner and/or residents, family members, guests, visitors, tenants, or invitees to such Unit;
 - ii) The interior surface of all windows and window sills contiguous to such Unit;
 - iii) The patios and balconies to which such Unit has direct access in a clean and slightly condition;
 - iv) Exclusive Use Lockers and Parking Units in a clean and slightly condition notwithstanding that the Corporation may make provision in its annual budget for the cleaning of Parking Units.
- b) The Corporation shall conduct such maintenance and make any repairs that an Owner is obligated to make and that he/she does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and/or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum calculated monthly, until paid by the Unit Owner. The Corporation may collect all such costs in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

2. **Responsibility of Owner for Damage**

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner to maintain and repair his/her Unit and such parts of the Common Elements for which he is responsible or caused by the negligence or willful misconduct of the Owner, his/her tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

3. **Repair and Maintenance by Corporation**

- a) The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements including exclusive use Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 1 of this Article V.
- b) The Corporation shall maintain, repair and replace the heating, air conditioning and ventilation equipment, including the shut off valve and thermostatic controls contained within and servicing a Unit, such equipment and repair to be to specification equal to or better than originally supplied. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation shall make provisions in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters. Each Owner shall be liable for any damage due to the malfunction of such equipment

caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

ARTICLE VI.

INDEMNIFICATION

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and /or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.

TERMINATION

The Corporation shall, within twenty (20) days after a determination that there has been substantial damage to a building on the Property give to all Owners and to all mortgagees noted on the record of the Corporation notice of the determination. If, within 30 days of reviewing such notice, Owners who own at least 15% of the Units, requisition a meeting of Owners for the purpose of determining the question of termination, and at such meeting Owners who own at least 80% the Units vote in favour of termination, the Board shall register a notice terminating the government of the Property by the Act.

ARTICLE VIII.

INSURANCE

1. By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring;
 - i) the Property and buildings, but excluding improvements and betterments made or acquired by an Owner; and
 - ii) all assets of 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 as determined by the Board from time to time which deductible shall be the responsibility of the Corporation in the event of a claim with respect to common elements and shall be the responsibility of the Unit Owner in the event of a claim related to said Owner's Unit;

Policy Provision

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions:

- i) waivers of subrogation against the Corporation, its directors, officers, managers, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
- iii) waivers of the insurer's obligation to repair, arising from the conduct or act or omission of or breach of a statutory condition by any insured person;
- iv) waivers of any defense based on co-insurance (other than a stated amount co-insurance clause); and
- v) waivers of any defense based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person;

b) **Public Liability Insurance:**

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TEN MILLION (\$10,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

c) **Boiler, Machinery and Pressure Vessel Insurance**

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

2. **General Provisions**

- a) 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 any Owner, in writing, to adjust any loss to his/her Unit;
- b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 2(b) of this Article VIII shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- c) 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 who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied as follows:
 - (i) in the event the Corporation is obligated to repair or replace the Common Elements, an asset, or any Unit, then in satisfaction of such obligation;
 - (ii) in the event the Corporation has no such obligation, to be held in trust for the Owners in the proportion of their respective interests in the Common Elements and pay same to such Owners upon registration of a notice of termination by the Corporation
- f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) percent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

3. **By the Owner**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, should be obtained and maintained by each Owner for his own benefit at such Owner's own expense:

- a) Insurance on any additions, improvements or betterments made by an Owner to his/her Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
- b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

- c) Insurance covering additional living expenses incurred by an Owner if forced to leave his/her Residential Unit by one of the hazards protected against under the Corporation's policy; and
- d) Insurance covering special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

ARTICLE IX.

GENERAL MATTERS AND ADMINISTRATION

I. Rights of Entry to the Unit

- a) 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 the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

The Corporation, its agents, employees, authorized representatives and others authorized by the Board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to install, maintain, repair or inspect any metering devices, installation of equipment necessary for the providing or monitoring of utilities or services to the Units or the Common Elements;

- b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements, including 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. The Corporation or anyone authorized by it may determine whether an emergency exists;
- c) If an owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- d) The Corporation shall retain a key (master 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 any place on the Common Elements of which such Owner has the exclusive use; and
- e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

2. Architectural, Structural, Mechanical, Electrical and Landscaping Plans

A complete set of all the original as-built architectural, structural, mechanical, electrical and landscaping plans and specifications including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which required the prior written consent of the Board shall be maintained in the office of the Corporation at all times or at such other place as the Board may determine by resolution, for the use of the

Corporation and any owner or mortgagee, in rebuilding or repairing any damage.

3. Units Subject to Declaration, By-laws and Rules and Regulations

All present and future Owners, tenants and occupants of Units, including their families, guests and visitors, shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and any other 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 Unit 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 or occupancy agreement.

4. Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability 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.

5. Waiver

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

6. Interpretation of Declaration

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

7. 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.

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

DATED at Barrie, this 19th day of April, 2002.

GRAND SHORES REALTY DEVELOPMENT CORPORATION

Per:  c/s

Name: Kenneth C. Michaud Title: President

I have authority to bind the Corporation.

SCHEDULE A
TO THE DECLARATION
LEGAL DESCRIPTION

East Part of Lot 24, Concession 5, the geographic Township of Vespra now in the City of Barrie, County of Simcoe and being Parts 9, 10 and 11 Reference Plan 51R-30860 and Part 1 Reference Plan 51R-31129 being part of PIN 58795-0530.

Subject to an easement in favour of Barrie Hydro Distribution Inc. over Part 11 Reference Plan 51R-30860 for the purposes of entering upon the lands at all times and to pass and repass thereon for the purposes of installing, inspecting, surveying, construction, excavating, removing, reconstructing, re-erecting, replacing, renewing, altering, enlarging, expanding, improving, using, maintaining, repairing and laying hydro switch gear and/or power transmission lines and pipes for water and related equipment as in SC7905.

Subject to an easement in favour of Shaw CableSystems Company as in LT 460500

Reserving an easement in favour of the Declarant, its successors and assigns to the Future Phase Lands, being Parts 1,4,5,7,and 8 inclusive on Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129, and the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominium in common with the Owners and their invitees of the Residential Units of the Corporation over the Common Elements of the Corporation for the purpose of ingress and egress to the Future Phase Condominium and without limiting the generality of the foregoing, to the parking garage, the walkways and the Shared Facilities contained in the Common Elements of the Corporation.

Reserving an easement in favour of the Declarant, its successors and assigns to the Future Phase Lands, being Parts 1,4,5,7,and 8 inclusive on Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129, and the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominium over Part 1, Reference Plan 51R-31129 (the "Easement Lands") for the following purposes:

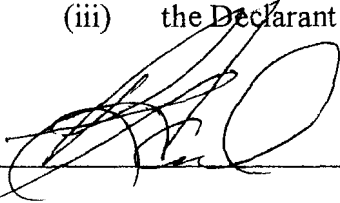
- (a) to enter on and construct buildings on the Easement Lands in a good and workmanlike manner in accordance with the plans and specifications contemplated by the Shared Facilities Agreement for the mutual benefit of the Owners and invitees from time to time of the Corporation and the Future Phase Corporation;
- (b) for the servants, agents, contractors and workmen of the Declarant and its successors and assigns to the Future Phase Lands to enter with machinery, material, vehicles and equipment necessary to construct the buildings;
- (c) exclusive motor vehicle parking in designated parking areas for the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominiums provided such use does not interfere with the purposes and intent of the Shared Facilities Agreement.

Together with an easement in favour of the Owners and their invitees from time to time of the Corporation over the Common Elements of the Future Phase Condominium, being Part of East part of Lot 24, Concession 5, all of Lots 62,63 & 64, part of Lot 65, Plan 115, City of Barrie, County of Simcoe, and being Parts 1,4,5,7 and 8 Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129 being part of PIN 58795-0530 in common with the Owners of the Residential Units and their invitees from time to time of the Future Phase Condominium for the purpose of ingress and egress to the Corporation and without limiting the generality of the foregoing, to the parking garage,

the walkways, and the Shared Facilities, provided this easement will not interfere with the planning and construction of the Future Phase Condominium.

I, Richard Thomas Hamel, Barrister and Solicitor, Solicitor for the Declarant, based on the parcel register or the abstract index, and the plans and documents recorded in them, am of the opinion that:

- (i) the legal description is correct;
- (ii) the easements in the description will exist in law upon the registration of the Declaration and the Description;
- (iii) the Declarant is the registered owner of the land and appurtenant interests.



Richard Thomas Hamel

SCHEDULE B
TO THE DECLARATION
CONSENT OF MORTGAGEES

(1) The undersigned has a registered mortgage within the meaning of clause 7 (2) of the Condominium Act, R.S.O. 1998, registered as instrument No. 01417048, in the Land Registry Office for the Land Titles Division of Simcoe.

(2) The undersigned hereby consents to the registration of this Declaration pursuant to the Condominium Act 1998 against the land and interests appurtenant to the Land, as the land and the interests are described in the Description.

(3) The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

(4) The undersigned is entitled by law to grant this consent and postponement.

Dated at Toronto this 91st day of May, 2002

THE TORONTO DOMINION BANK.



Per: -----

Name: **Wendy Baker**
Position: **Manager**
Mortgage Securitization

Per: -----

Name:
Position:

I have the authority to bind the Corporation

SCHEDULE B

TO THE DECLARATION

CONSENT OF MORTGAGEES

(1) The undersigned has a registered mortgage within the meaning of clause 7 (2) of the Condominium Act, R.S.O. 1998, registered as instrument No. 01417048, in the Land Registry Office for the Land Titles Division of Simcoe.

(2) The undersigned hereby consents to the registration of this Declaration pursuant to the Condominium Act 1998 against the land and interests appurtenant to the Land, as the land and the interests are described in the Description.

(3) The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

(4) The undersigned is entitled by law to grant this consent and postponement.

Dated at Toronto this ay of May, 2002

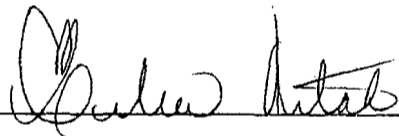
ICI MORTGAGE MANAGERS INC

Per: _____

Milan Mihailovich
CHIEF OPERATING OFFICER

Position:

Per: _____



Name:

Bileen Petch
MANAGER COMMERCIAL PUNOING

Position:

We have the authority to bind the Corporation

SCHEDULE B
TO THE DECLARATION
CONSENT OF MORTGAGEES

(1) The undersigned has a registered mortgage within the meaning of clause 7 (2) of the Condominium Act, R.S.O. 1998, registered as instrument No. 484177, in the Land **Registry Office** for the Land Titles Division of Simcoe.

(2) The undersigned hereby consents to the registration of this Declaration pursuant to the Condominium Act 1998 against the land and interests appurtenant to the Land, as the land and the interests are described in the Description.

(3) The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

(4) The undersigned is entitled by law to grant this consent and postponement.

Dated at Toronto this *J⁴i* day of May, 2002

LONDON GUARANTEE INSURANCE COMPANY

Per: 

Name: Ross A. Ewen
Vice-President
Position:

Per: -- 8-- ... ,)

Name: Howard P. Friedman
Manager
Position:

We have the authority to bind the Corporation

SCHEDULE "C"

TO THE DECLARATION

UNIT BOUNDARIES

Each Residential Unit, being Units 1 to 11 inclusive on Levels 3 and 5, Units 1 to 10 inclusive on Levels 4, 6, 7, 9, 11 and 13 inclusive, Units 1 to 9 inclusive on Levels 8, 10, 12 and 14 inclusive, and Units 1 to 7 inclusive on Levels 15 and 16, the Commercial Unit being Unit 82 Level 1, and each Parking Unit being Units 1 to 81 inclusive on Level 1 and Units 1 to 82 inclusive on Level 2, shall comprise the area within the heavy lines as shown on Part 1, Sheets 1 to 9 inclusive of the Description filed concurrently herewith, with respect to the unit numbers indicated thereon.

The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 9 inclusive of the Description, and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Residential Unit and of the Commercial Unit are as follows:

A) VERTICAL BOUNDARIES

1. The upper surface and plane of the concrete floor slab.
2. The lower surface and plane of the concrete ceiling slab.

B) HORIZONTAL BOUNDARIES.

1. The backside surface and plane of the drywall sheathing separating one unit from another such unit or from the common elements.
2. The unfinished unit side surface of the exterior doors (in a closed position), excluding all apartment hardware, door frames and windows (in a closed position), window frames, and the unit side surface of all glass panels contained therein.
3. In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

Without limiting the generalities of the foregoing the boundaries of each Parking Unit are as follows:

A) VERTICAL BOUNDARIES

1. The upper surface and plane of the concrete garage floor slab.
- and
2. By one of the following:
 - i) the plane established 2.1 metres perpendicularly distant above and parallel to the concrete garage floor slab.
 - ii) where the unfinished surface of the concrete ceiling slab is less than 2.1 metres, the vertical limit shall be the unit side surface and plane of the concrete ceiling slab.

B) HORIZONTAL BOUNDARIES

A combination of:

1. The unit side surface and plane of the concrete columns and the production thereof.
2. The unit side surface and plane of the concrete walls and the production thereof.
3. The vertical plane established by the unit side surface of the concrete columns and production of centreline thereof.
4. The vertical plane established by measurement.
5. The vertical plane established perpendicular to the concrete walls and by the unit side surface and plane of the concrete columns and by the production of the centreline of the concrete columns.

I hereby certify the above description corresponds with the diagrams shown on the plan of survey.

June 3/02

DATE:



Please refer to Article IV, ss.6(a) and 6 (b) of this Declaration for details as to exclusions pertaining to the Residential Units, Commercial Unit and Parking Units.

SCHEDULE D TO THE DECLARATION

Percentage of Interest in the Common Elements & Percentage of Contributions to
Common Expense

UNIT NUMBER	LEVEL NUMBER	PERCENTAGE
1	1	0.09011%
2	1	0.09011%
3	1	0.09011%
4	1	0.09011%
5	1	0.09011%
6	1	0.09011%
7	1	0.09011%
8	1	0.09011%
9	1	0.09011%
10	1	0.09011%
11	1	0.09011%
12	1	0.09011%
13	1	0.09011%
14	1	0.09011%
15	1	0.09285%
16	1	0.09345%
17	1	0.09178%
18	1	0.08850%
19	1	0.09011%
20	1	0.09011%
21	1	0.09011%
22	1	0.09011%
23	1	0.09011%
24	1	0.09011%
25	1	0.09011%
26	1	0.09011%
27	1	0.09011%
28	1	0.09345%
29		0.09345%
30	1	0.09345%
31	1	0.09345%
32	1	0.09345%
33	1	0.09345%
34	1	0.09345%
35	1	0.09345%
36	1	0.09345%
37	1	0.09345%
38	1	0.09345%
39	1	0.09345%
40	1	0.09345%
41	1	0.09011%
42	1	0.08951%
43	1	0.09011%
44	1	0.09011%
45	1	0.09011%
46	1	0.09345%
47	1	0.09679%
48	1	0.09679%
49	1	0.09345%
50	1	0.09345%
51	1	0.09345%
52	1	0.09345%
53	1	0.09345%
54	1	0.09345%
55	1	0.09345%
56	1	0.09345%
57	1	0.09345%
58	1	0.09345%

UNIT NUMBER	LEVEL NUMBER	PERCENTAGE
59	1	0.09345%
60	1	0.09345%
61	1	0.09345%
62	1	0.09345%
63	1	0.09345%
64	1	0.09011%
65	1	0.09011%
66	1	0.09011%
67	1	0.09142%
68	1	0.09011%
69	1	0.09011%
70	1	0.09142%
71	1	0.09011%
72	1	0.09345%
73	1	0.09345%
74	1	0.09011%
75	1	0.09011%
76	1	0.09011%
77	1	0.09142%
78	1	0.09142%
79	1	0.09011%
80	1	0.09011%
81	1	0.09011%
82	1	0.24691%
1	2	0.09011%
2	2	0.09011%
3	2	0.09011%
4	2	0.09011%
5	2	0.09011%
6	2	0.09011 %
7	2	0.09011%
8	2	0.09011%
9	2	0.09011%
10	2	0.09011%
11	2	0.09011%
12	2	0.09011%
13	2	0.09011 %
14	2	0.09011%
15	2	0.09285%
16	2	0.09345%
17	2	0.10388%
18	2	0.09178%
19	2	0.09178%
20	2	0.09011%
21	2	0.09011%
22	2	0.09011%
23	2	0.09011%
24	2	0.09011%
25	2	0.09011%
26	2	0.09011%
27	2	0.09011%
28	2	0.09011%
29	2	0.09345%
30	2	0.09345%
31	2	0.09345%
32	2	0.09345%
33	2	0.09345%
34	2	0.09345%
35	2	0.09345%
36	2	0.09345%
37	2	0.09345%
38	2	0.09345%
39	2	0.09345%

UNIT NUMBER	LEVEL NUMBER	PERCENTAGE
40	2	0.09345%
41	2	0.09345%
42	2	0.09011%
43	2	0.08951%
44	2	0.09011%
45	2	0.09011%
46	2	0.09011%
47	2	0.09345%
48	2	0.09011%
49	2	0.09011%
50	2	0.09011%
51	2	0.09011%
52	2	0.12015%
53	2	0.12015%
54	2	0.09345%
55	2	0.09345%
56	2	0.09345%
57	2	0.09345%
58	2	0.09345%
59	2	0.09345%
60	2	0.09345%
61	2	0.09345%
62	2	0.09345%
63	2	0.09345%
64	2	0.09345%
65	2	0.09011%
66	2	0.09011%
67	2	0.09011%
68	2	0.09142%
69	2	0.09011%
70	2	0.09011%
71	2	0.09142%
72	2	0.09011%
73	2	0.09345%
74	2	0.09345%
75	2	0.09011%
76	2	0.09011%
77	2	0.09011 %
78	2	0.09142%
79	2	0.09142%
80	2	0.09011%
81	2	0.09011%
82	2	0.09011%
1	3	0.79038%
2	3	0.45443%
3	3	0.42296%
4	3	0.55074%
5	3	0.68686%
6	3	0.74085%
7	3	0.58643%
8	3	0.29602%
9	3	0.42904%
10	3	0.79306%
11	3	0.59019%
1	4	0.79038%
2	4	0.45443%
3	4	0.42296%
4	4	0.55074%
5	4	0.68686%
6	4	0.68006%
7	4	0.69782%

UNIT NUMBER	LEVEL NUMBER	PERCENTAGE
8	4	0.29602%
9	4	0.42904%
10	4	0.79306%
1	5	0.79038%
2	5	0.45443%
3	5	0.42296%
4	5	0.55074%
5	5	0.68686%
6	5	0.68006%
7	5	0.69782%
8	5	0.29602%
9	5	0.42904%
10	5	0.79306%
11	5	0.59019%
1	6	0.79038%
2	6	0.45443%
3	6	0.42296%
4	6	0.55074%
5	6	0.68686%
6	6	0.68006%
7	6	0.69782%
8	6	0.29602%
9	6	0.42904%
10	6	0.67386%
1	7	0.79038%
2	7	0.45443%
3	7	0.42296%
4	7	0.55074%
5	7	0.68686%
6	7	0.68006%
7	7	0.69782%
8	7	0.74395%
9	7	0.79306%
10	7	0.59019%
1	8	0.78038%
2	8	0.451143%
3	8	0.42296%
4	8	0.55074%
5	8	0.60606%
6	8	0.68006%
7	8	0.69782%
8	8	0.74395%
9	8	0.79306%
1	9	0.79735%
2	9	0.451143%
3	9	0.42296%
4	9	0.55074%
5	9	0.69013%
6	9	0.68334%
7	9	0.69782%
8	9	0.74395%
9	9	0.80003%
10	9	0.59019%
1	10	0.79735%
2	10	0.45443%
3	10	0.42296%
4	10	0.55074%
5	10	0.69013%
6	10	0.68334%
7	10	0.69782%
8	10	0.74395%
9	10	0.80003%
1	11	0.79735%

UNIT NUMBER	LEVEL NUMBER	PERCENTAGE
2	11	0.45443%
3	11	0.42296%
4	11	0.55074%
5	11	0.69013%
6	11	0.68334%
7	11	0.69782%
8	11	0.74395%
9	11	0.80003%
10	11	0.59019%
1	12	0.79735%
2	12	0.44443%
3	12	0.42296%
4	12	0.55074%
5	12	0.69013%
6	12	0.68334%
7	12	0.69782%
8	12	0.74395%
9	12	0.80003%
1	13	0.79735%
2	13	0.45443%
3	13	0.42296%
4	13	0.55074%
5	13	0.69013%
6	13	0.63334%
7	13	0.69782%
8	13	0.74395%
9	13	0.80003%
10	13	0.59019%
1	14	0.78735%
2	14	0.45443%
3	14	0.42296%
4	14	0.55074%
5	14	0.69013%
6	14	0.68334%
7	14	0.69782%
8	14	0.74395%
9	14	0.80803%
1	15	0.99539%
2	15	0.72387%
3	15	0.68298%
4	15	0.68298%
5	15	0.79252%
6	15	1.17561%
7	15	0.96672%
1	16	1.03788%
2	16	0.40411%
3	16	0.55056%
4	16	0.68298%
5	16	0.79252%
6	16	1.17560%
7	16	0.88639%
		100.00000%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Provided that the Corporation, by a vote of owners, reserves the right to exclude such matters comprising the Common Expenses such that the costs associated thereto will be a cost to the Unit Owner and not the Corporation, Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums
 - ii) water and sewage, unless separately metered for each Unit
 - iii) maintenance materials, tools and supplies
 - iv) snow removal from internal roads (but not including exclusive use stairs and sidewalks which are the responsibility of the unit owners)
 - v) fuel, including gas, oil and hydro electricity unless metered separately for each Unit; and
 - vi) the costs provided for in the Shared Facilities Agreement.
- c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- d) 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 objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- e) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- f) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- g) the fees and disbursements of obtaining insurance appraisals;
- h) the cost of maintaining fidelity bonds as provided by By-law; and
- i) all sums required to be paid to the reserve or contingency fund as required by the Declarant or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F" - To the Declaration

Exclusive Use Portions of the Conunon Elements
on Levels 1 and 2

LOCKERS

UNIT#	LEVEL	LOCKER No.	LOCKER LEVEL
82	1	L62, L135	1
1	3	L26	1
2	3	L21	1
3	3	L72	2
4	3	L4	1
5	3	L85	2
6	3	L9	1
7	3	L10	1
8	3	L3	1
9	3	L6	1
10	3	L33	1
11	3	L4S	1
1	4	L111	2
2	4	L14	1
3	4	L12	1
4	4	L22	1
5	4	L11	1
6	4	L1S	1
7	4	L92	2
8	4	L84	2
9	4	L8	1
10	4	L49	1
1	5	L27	1
2	5	L19	1
3	5	L20	1
4	5	LS6	1
5	5	L17	1
6	5	L2	1
7	5	L80	2
8	5	LS	1
9	5	L13	1
10	5	L24	1
11	5	L119	2
1	6	L31	1
2	6	L36	1
3	6	L37	1
4	6	L38	1
5	6	L39	1
6	6	L40	1
7	6	L43	1
8	6	L16	1
9	6	L117	2
10	6	L35	1
1	7	L18	1
2	7	L71	2
3	7	L50	1
4	7	L46	1
5	7	L47	1

6	7	L34	1
7	7	L7	1
8	7	L79	2
9	7	L44	1
10	7	L42	1
1	8	L63	1
2	8	L30	1
3	8	L54	1
4	8	L76	2
5	8	L65	1
6	8	L58	1
7	8	L93	2
8	8	L131	2
9	8	L60	1
1	9	L102	2
2	9	L48	1
3	9	L68	2
4	9	L77	2
5	9	L67	2
6	9	L74	2
7	9	L57	1
8	9	L59	1
9	9	L78	2
10	9	L51	1
1	10	L53	1
2	10	L130	2
3	10	L90	2
4	10	L70	2
5	10	L69	2
6	10	L66	1
7	10	L82	2
8	10	L101	2
9	10	L25	1
1	11	L23	1
2	11	L83	2
3	11	L98	2
4	11	L132	2
5	11	L127	2
6	11	L95	2
7	11	L94	2
8	11	L96	2
9	11	L133	2
10	11	L81	2
1	12	L99	2
2	12	L41	1
3	12	L1	1
4	12	L134	2
5	12	L86	2
6	12	L91	2
7	12	L97	2
8	12	L103	2
9	12	L87	2
1	13	L112	2
2	13	L120	2

3	13	L123	2
4	13	L108	2
5	13	L125	2
6	13	L129	2
7	13	L1 15	2
8	13	L128	2
9	13	L122	2
10	13	L89	2
1	14	L110	2
2	14	L105	2
3	14	L55	1
4	14	L75	2
5	14	L124	2
6	14	L32	1
7	14	L126	2
8	14	L107	2
9	14	L121	2
1	15	L61	1
2-	15	L52	1
3	15	L100	2
4	15	L106	2
5	15	L1 16	2
6	15	L1 14	2
7	15	L104	2
1	16	L113	2
1	16	L1 18	2
2	16	L73	2
3	16	L29	1
4	16	L109	2
5	16	L28	1
6	16	L88	2
7	16	L64	1

PATIOS

UNIT#	LEVEL	PATIO
2	3	P4
3	3	P3
4	3	P2
5	3	P1
6	3	P8
7	3	P7
8	3	P6
9	3	PS

SCHEDULE 'G'
{Engineer}

I, Fred Krizan certify that:

Each building on the property (2 Toronto Street, Barrie; Ontario) has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place within the Building Envelope
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. The indoor swimming pool is roughed in to the extent that it is ready to receive finishes, equipment and accessories.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this /\$£ day of April, 2002



(signature)

FRED KRIZAN
SIGMA ENGINEERING GROUP 0993) LIMITED.
Professional Engineer

(Architect)

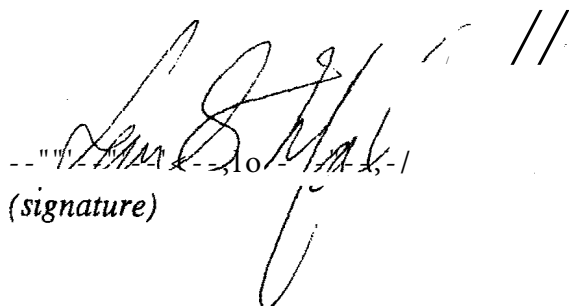
I, Ian Malcolm certify that:

Each building on the property (2 Toronto Street, Barrie, Ontario) has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. D All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. D All installations with respect to the provision of water and sewage services are in place.
7. D All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. D All installations with respect to the provision of air conditioning are in place.
9. D All installations with respect to the provision of electricity are in place.
10. D The indoor swimming pool is roughed in to the extent that it is ready to receive finishes, equipment and accessories.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this **Jkk** day of April, 2002


(signature) fx, tPf23

IAN MALCOLM
Architect