

SIMCOE

CONDOMINIUM

CORPORATION

NO. 11

DECLARATION

I N D E X

- \*\*\* NOTICE OF FIRST MEETING
- \*\*\* STATEMENT OF DECLARANT
- \*\*\* BUDGET STATEMENT
- \*\*\* REGISTERED DECLARATION
- \*\*\* REGISTERED BY-LAW NO. 1
- \*\*\* EXECUTED INSURANCE TRUST AGREEMENT (By-law No.2)
- \*\*\* EXECUTED MANAGEMENT AGREEMENT (By-law No.3)
- \*\*\* BY-LAW NO.4
- \*\*\* PLANS - Plan of Survey
  - Sheet 1 - Plan of Survey showing perimeter of land, general configuration of buildings and extent of unit limits
  - ± Sheet 2 - Plan showing extent of exclusive use portions of common elements

N O T I C E

TO: THE MEMBERS OF SIMCOE CONDOMINIUM CORPORATION NO. 11  
AND TO: CENTRAL MORTGAGE AND HOUSING CORPORATION  
THE CANADA TRUST COMPANY  
PROVINCIAL PROPERTY MANAGEMENT LTD.

RE: FIRST ANNUAL MEETING OF THE  
BOARD OF DIRECTORS

TAKE NOTICE that the first annual meeting of SIMCOE  
CONDOMINIUM CORPORATION NO. 11, will be held at:

"THE BLUE FLAME ROOM"  
CONSUMERS" GAS COMPANY  
165 FERRIS LANE  
BARRIE, ONTARIO  
726-6558

on THURSDAY, FEBRUARY 12th, 1976, at 7:30 p.m.

The Agenda for the meeting is:-

- Nominations for the members of the Board of Directors of the Condominium Corporation; The Management Company will be meeting with various members prior to the meeting to obtain the names of those interested in standing for election
- Nominations from the floor of the meeting will also be entertained
- Introduction of Mr. Ron Outram of Provincial Property Management Ltd, 50 Paxman Road, Unit 9, ETOBICOKE (622-7994.)
- Discussion of proposed budget
- Questions from the floor
- Election of directors

N.B. If you are unable to attend this meeting, a Proxy is contained herein, which we would have you sign and deliver, either to PROVINCIAL PROPERTY MANAGEMENT LTD, or to a neighbour who will be attending this meeting.

DATED at MISSISSAUGA this 6th day of January, 1976.

SIMCOE CONDOMINIUM CORPORATION NO. 11

Per: \_\_\_\_\_

Secretary

\*\*\* REFRESHMENTS WILL BE SERVED \*\*\*



STATEMENT OF DECLARANT

The amenities provided are:-

The amenities to be provided are as follows:

- (a) Two (2) play areas
- (b) Roads and services
- (c) Landscaping and fencing

All the above are completed according to the approved plans and specifications and any conditions governing the use of these amenities shall be set by the Condominium Corporation.

KANEFF CONSTRUCTION LIMITED

Per: 



SIMCOE CONDOMINIUM CORPORATION NO. 11

BUDGET STATEMENT

for the year immediately following registration of declaration and description

INCOME

Common element fees - \$40.00 per unit per month (each homeowner shall contribute a total of \$480.00 per year)	\$39,360.00
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EXPENSES

Administration:	Management Fee - to allow for expense of property manager \$8.50, per unit per month	\$8,364.00	
	Insurance - to provide insurance for the existing project	4,000.00	
	Legal - to allow for legal advice for the Corporation	500.00	
	Audit - to allow for the annual audit of the Corporation's records	500.00	
	Sundry - for various minor expenses in the day to day operation of the Corporation	<u>1,000.00</u>	\$14,364.00
Service Maintenance:	Snow Removal - for the cleaning and/or removal of snow from the roadways	\$4,500.00	
	Garbage Removal - for the pick-up of trash from the project	7,000.00	
	Landscaping - to keep the grounds in a satisfactory state of upkeep	<u>5,500.00</u>	\$17,000.00
Repairs:	- to maintain the existing structures and allow for minor repairs		3,000.00
Supplies:	- to purchase items necessary for the upkeep and appearance of the project		<u>3,000.00</u>
	TOTAL EXPENSES		<u>\$37,364.00</u>

RESERVE

1,996.00

1,000.00

SURPLUS (DEFICIT)

\$ 996.00

DECLARATION MADE PURSUANT TO THE  
CONDOMINIUM ACT, R.S.O. 1970,  
CHAPTER 77

THIS DECLARATION made this 1st day of August, 1975

by KANEFF CONSTRUCTION LIMITED  
a Company incorporated under  
the laws of the Province of  
Ontario

hereinafter called the Declarant

WHEREAS the Declarant is the owner in fee simple of the lands  
and premises in the City of Barrie, in the County of Simcoe,  
and being the whole of Lots 12A, 12B and 25A, and part of Lots 12, 13,  
14, 15, 25, 26, 30 and 31, on registered Plan 1514, described in accordance  
with Section 4 of The Condominium Act, R.S.O. 1970, Chapter 77  
in the description filed herewith and containing 82 dwelling  
units.

AND WHEREAS the Declarant intends that the said lands be governed  
by The Condominium Act, R.S.O. 1970, Chapter 77, and any amend-  
ments thereto, hereinafter referred to as "The Act".

NOW THEREFORE the Declarant hereby declares as follows:

ARTICLE I

DEFINITIONS

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

ARTICLE II

STATEMENT OF INTENTION

The Declarant as the owner in fee simple of the lands and premises  
more particularly described in Schedule "A" attached hereto  
intends that the same be governed by The Act.

ARTICLE III

CONSENT OF ENCUMBRANCERS

The consent of all persons having registered encumbrances  
against the lands of interests appurtenant to the land

described in the description being Schedule "A" hereto,  
is contained in Schedule "B" attached hereto.

ARTICLE IV

BOUNDARIES OF UNIT

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

ARTICLE V

PROPORTIONS OF COMMON INTEREST

Each owner shall own an undivided interest in the common  
elements, in the percentages set forth opposite each unit  
number in Schedule "D" attached hereto, as a tenant in common  
with all the other owners. The total of the proportions of  
the common interest in the common elements shall be one hundred  
percent (100%).

ARTICLE VI

CONTRIBUTIONS TO THE COMMON EXPENSES

Each owner shall contribute to the common expenses in the  
proportions shown opposite each unit number as set out in  
Schedule "D" attached hereto.

ARTICLE VII

ADDRESS FOR SERVICE

The corporations address for service shall be Management  
Office, c/o PROVINCIAL PROPERTY MANAGEMENT LTD. 50 Paxman  
Road, Unit 9, ETOBICOKE, Ontario M9C 1B7.

Amended in 1978 to:

c/o Bomont Property Management  
R. R. 2, Edgehill Drive  
Barrie, Ontario, L4M 4S4

Amended in 1985 to:

John Colwell Property Management  
RR #2, 40 Miller Drive  
Barrie, Ontario  
L4M 4S4

*John W. Colwell*

**PROPERTY MANAGEMENT**  
80 BRADFORD ST., SUITE 37  
BARRIE, ONTARIO L4N 6S7  
(705) 728-4219

5  
BALL & MONTGOMERY MANAGEMENT  
6-2516 SILVERMAPLE CRT.  
BRAMALEA, ONTARIO  
L5T 4N5 (416-0245)

ARTICLE VIII

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. (a) The Owner of each unit shall have the exclusive use, subject to the provisions of this Declaration, By-law of the Corporation, and the Rules and Regulations passed pursuant thereto, of a driveway to the unit's garage and of the front yard designated on Part 1, Sheet 2 of the Description by being numbered the same as the number of such unit with the letter "A" following such number.
- (b) The owner of each unit shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto, of the heating system located in such unit, including without limitation, the controls.
- (c) The owner of each unit shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto of patio or yard designated on Part 1, Sheet 2 of the Description by being numbered the same as the number of such unit with the letter "B" following such number.

No owner shall, without the written consent of the Board have access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, managers' offices, or any other part of the common elements used for the care or maintenance of the property. This paragraph shall not apply to any mortgagee holding first mortgages on at least ten percent of the units.

ARTICLE IX

USE AND OCCUPANCY OF UNITS

1. Each unit shall be occupied and used only as a residence for a single family and for no other purpose.
2. No unit shall be occupied by anyone whose occupancy

shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XV of this declaration.

3. If any of the unit 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 the consequently will increase the premium rate of the policy or policies of insurance, then the unit owners shall pay in 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 contribution towards the common expenses and recoverable as such.

4. Nothing herein contained shall prevent and no by-law or house rule shall be made to prevent the Declarant from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.

#### ARTICLE X

##### RIGHTS OF ENTRY

The corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board shall be entitled to enter any unit or any part of a common element of which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purpose of making

inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which would result in damage to the property, or carrying out any duty imposed upon the corporation. In case of an emergency, an agent of the corporation may enter the unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements of which any owner has exclusive use, or for the purpose of correcting any condition which may result in damage or loss to the property. The corporation or anyone, authorized by it may determine whether an emergency exists. If any owner shall not be personally present to grant entry to his unit, the corporation or its agents may enter upon such units without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care. The rights and authority hereby reserved to the corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided.

The corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use, without, immediately providing a key to the corporation for each new or changed lock.

ARTICLE XI

BY-LAWS

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

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the

- use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
  - (d) regulating the maintenance of the units and common elements;
  - (e) governing the use and management of the assets of the corporation;
  - (f) respecting the board;
  - (g) specifying duties of the corporation;
  - (h) regulating the assessment and collection of contributions towards the common expenses;
  - (i) respecting the conduct generally of the affairs of the corporation.

ARTICLE XII

COMMON EXPENSES

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

- (a) the payment of realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit;
- (b) remuneration payable by the corporation to any employees deemed necessary for the property operation and maintenance of the property;
- (c) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (d) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof,
- (e) the cost of legal, accounting and auditing services,
- (f) the cost of appraisals made pursuant to Article XV paragraph 2 of this declaration,

- (g) the fees and disbursements of the Insurance Trustee.
- (h) the cost of maintaining fidelity bonds as provided in the by-laws,
- (i) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation, provided each such borrowing is approved by a special meeting of the members called for such purpose.

ARTICLE XIII

MAINTENANCE AND REPAIRS

1. Repairs by owners: Subject to Section 17 of The Act, all maintenance of and repairs to any unit shall be made by the owner of such unit, and each owner shall be responsible for all damage to any and all other units and to the common elements, that his failure so to do may engender, save and except such damage to the common elements as may be covered by insurance. The corporation shall make any repairs that an owner is obliged to make and are not made within a reasonable time. Should such repairs by the corporation be made necessary as a result of the failure of an owner to make repairs, such owner shall be deemed to have consented to having such repairs made by the corporation and such owner shall be obliged to reimburse the corporation for the cost of such repairs. The owner shall be responsible for maintenance and repairs of areas of exclusive use used in conjunction with such unit.
2. Repairs by the Corporation: Subject to Section 17 of The Act, all repairs to the common elements shall be made by the corporation, excluding the obligation to repair exclusive use areas, and such other repairs as the owners are required to make.

3. Maintenance of Common Elements: The common elements shall be maintained by the Corporation, save and except for any surface of any window or inner surface of doors leading out of any units, private driveways, heating units and patios or decks, which exclusive portions of common elements shall be maintained by each owner having the exclusive use thereof. The owner shall be responsible for repairing private driveway and windows in the event of damage.

4. Additions, alterations or improvements by owners:

No owner shall make any structural change in or to his unit nor make any change to an installation upon the common elements, nor maintain, decorate, alter or repair any part of the common elements (except for patio or deck, surface of any window, or inner surface of doors leading out of any unit and private driveway, of which such owner has the exclusive use) without the prior written consent thereto of the Board. Any such change shall, if approved by the board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, regulations or ordinances, and in accordance with the conditions, if any, of such approval by the board.

ARTICLE XIV

DAMAGE TO THE BUILDINGS

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

ARTICLE XV

INSURANCE

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

(a) Insurance against damage by fire and extended coverage and such other perils as the board may from time to time deem advisable, insuring,

(I) the property excluding the units,

(II) personal property owned by the corporation, but not including furnishings, furniture or other personal property supplied or installed by the owners,

in an amount equal to the full replacement cost of such real and personal property without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Insurance against damage by fire and extended coverage and such other perils as the board may from time to time deem advisable, insuring the units as they existed at the date of registration of this declaration and excluding any improvements made by the owners, in an amount equal to the full replacement cost without deduction for depreciation of such units.

(c) Such policy or policies of insurance shall provide that loss shall be payable to the Insurance Trustee where such loss exceeds an amount equal to \$5,000.00, otherwise, loss shall be payable to the corporation and the corporation shall have the exclusive right to adjust any loss with the insurer and the owner of a damaged unit shall be bound by such adjustment.

In the event that:

(i) the corporation is obliged to repair the buildings in accordance with the provisions of Section 17(2) of The Act, the Insurance Trustee shall hold all

- proceeds for the corporation and pay the same towards the cost of repairing such damage;
- (ii) there is no obligation by the corporation to repair in accordance with the provisions of Section 17 (2) of The Act, and there is termination in accordance with the provisions of Section 18 of The Act or otherwise the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective common interests and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the corporation;
- (iii) the board in accordance with the provisions of Section 17 (1) of The Act, determines that there has not been substantial damage to 25% of the buildings, such proceeds shall be held by the Insurance Trustee and paid to the corporation.

Notwithstanding anything to the contrary herein contained any proceeds payable by the Insurance Trustee to the owners in accordance with the provisions of this sub-paragraph (c) (ii) shall be subject to payment in favour of any mortgagee to whom such loss shall be payable in such policy of insurance, and in satisfaction of any liens registered by the corporation against such unit.

(d) Public liability and property damage insurance insuring the liability of the corporation, its agents, servants, employees, officers and directors with limits to be determined by the board but in no event for less than five million dollars (\$5,000,000,00).

2. There must be specified a provision in the policy for cash settlement, provided the board determines that there has been substantial damage to 25% of the building and there is termination in accordance with Section 18 of The Act.

3. All policies of physical damage insurance placed as herein provided shall insure the interests of the corporation and the owners and the mortgagees from time to time as their respective interests may appear and shall contain waivers of subrogation against the corporation and the owners and mortgagees in possession, except for arson and fraud and malicious damage and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon and to the Insurance Trustee. Prior to obtaining any policy of insurance or any renewal thereof, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost without deduction for depreciation of the property, for the purpose of determining the amount of insurance to be effected pursuant to this Article XV and the cost of such appraisal shall be a common expense.

4. Insurance Trustee:

The Board on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act and having a capital surplus and undivided profits of at least Ten Million Dollars (\$10,000,000.00)

or shall be a Chartered Bank, which agreement shall without limiting its generality provide the following:-

- (a) the holding of such proceeds in trust for those entitled thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the board is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, the board may enter into such agreement with such other corporation authorized to act as a Trustee, as in its discretion the board may deem advisable. The corporation shall pay the fees and disbursements of any Insurance Trustee and any such fees and disbursements shall constitute a common expense.

5. (a) All policies shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner.

(b) The policy shall provide that invalidity arising from the conduct of or any act or omission by any of the parties insured shall not void this policy.

6. 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 certificate of new insurance policies shall be furnished to each owner and certified copies of new insurance policies shall be furnished to the Mortgagee not 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. No insured other than the corporation shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation or to direct that loss shall be payable in any manner other than as provided in this Declaration.

ARTICLE XVI

INDEMNIFICATION

1. Each owner shall indemnify the corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or by any guest of such owner or resident except for any loss, cost, damage, or injury insured against by the corporation save and except for wilful damage.
2. The Corporation shall indemnify and save harmless the owner of each unit from any losses, damages or liabilities whatsoever which the owner may suffer or incur with respect to any damage done to the unit as the result of the negligence or wilful act of the agents, servants, or independent contractors of the corporation or for any damage to the unit substantially resulting from the repair or maintenance by the corporation of the common elements, provided that notwithstanding anything hereinbefore contained, the owner agrees to look solely to the funds received from the insurer of the public liability and property damage insurance in the event of such loss.

ARTICLE XVII

UNITS SUBJECT TO DECLARATION

BY-LAWS AND RULES AND REGULATIONS

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

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

ARTICLE XVIII

EXPROPRIATION

1. Total Expropriation: In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated

and finalized by the corporation subject to the ratification of such compensation by the owners of 75% of the common interests at a special meeting called for the purposes, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be distributed among the unit owners and mortgagees in proportion to their interest in the common element. Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for the improvements made to the unit after registration of the Declaration and Description, cost of moving and other similar items personal to each unit owner.

2. Part of the Common Elements only taken:

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

3. Partial Expropriation including Units:

In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the corporation subject to the ratification of such compensation by the owners of 75% of the common interests at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation shall

be distributed proportionately among the remaining owners and mortgagees.

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

ARTICLE XIX

RECONSTITUTION OF SCHEME AFTER RECONSTRUCTION

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

(1) Payments for Shares of Assets of the Corporation:

Any owner whose unit has been wholly taken or rendered completely unusable shall have no further interest in the common elements or the project itself, but shall be entitled only to receive the value of their share of the assets of the corporation determined by their percentage interest in the common elements.

The assets are to be valued at book value, and in this respect, any assets shall be deemed to have the book value of costs less the

maximum allowable depreciation that would be allowed on such asset under the Income Tax Act (Canada) then in force.

(ii) Determination of value of Remaining Portion:

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

(iii) Reduction of Interest and Common Elements:

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

(iv) Remaining Interest:

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

ARTICLE XX

FIRST MEETING

As soon as practicable after the registration of this Declaration the members may, without notice, hold their first meeting for the purpose of electing directors. Provided all of the units are owned by one person or corporation, such board of directors may be elected

without a meeting provided they are appointed in writing by a memorandum of appointment executed by such owner. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation without a meeting provided the consent to the by-law by members who own one hundred (100) percent of the units is endorsed thereon.

ARTICLE XXI

INVALIDITY

The invalidity of any provisions of this declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this declaration and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XXII

WAIVER

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

ARTICLE XXIII

GENDER

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

ARTICLE XXIV

HEADINGS

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be

inserted for convenience of reference only.

DATED at BARRIE, this 1st day of August,  
1975

IN WITNESS WHEREOF Kaneff Construction Limited has affixed  
its corporate seal under the hand of its proper signing officer  
duly authorized in that behalf.

KANEFF CONSTRUCTION LIMITED

Per: \_\_\_\_\_

Ignat Kaneff, President

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Barrie, (formerly the Township of Vespra) in the County of Simcoe, and Province of Ontario, and being composed of the whole of Lots 12A, 12B and 25A, and Part of Lots 12, 13, 14, 15, 25, 26, 30, and 31, according to Registered Plan in the Registry Office for the Registry Division of Simcoe (No.51) as Plan 1514, now being designated as Parts 1, 2, 3, 4, 5, 6, 11, 12 and 15, on a Plan of Survey of Record in the Land Registry Office for the Land Titles Division of Simcoe (No.51) at Barrie, as Plan 51R-4756, and entered in the Parcel Register for the said Land Titles Division of Simcoe (No.51) as Parcel 12-1, Section 51-1514.

SCHEDULE "B"

CONSENT OF ENCUMBRANCERS

CENTRAL MORTGAGE AND HOUSING CORPORATION



SCHEDULE "C"

BOUNDARIES OF UNITS

Each Unit shall comprise the area within the heavy lines as shown on Part One, Sheet 1 of the Description with respect to the Unit number indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below and are illustrated on Part One, Sheet 1 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:-

1. The upper surface of the unfinished concrete floor of the basement or garage floor. Boundaries of the Units in the vicinity of the porches or decks are along the interior surfaces of all the structural walls and doors (i.e. the porches or decks are in the common elements and are not part of the Units.)
2. The plane of the upper side of the ceiling drywall in the garage and second floor.
3. The interior faces of the structural walls, the unfinished interior surfaces of the windows and the window frames and the interior face of exterior doors and interior face of garage doors.
4. The interior surfaces of the structural walls are:
  - (a) Basement - The unfinished inner faces of the concrete walls.
  - (b) First and Second Floors - The unfinished surfaces of concrete walls or the unit side Line and Face of 2" x 4" wood studs.

In the vicinity of the second floor overhang, the unfinished unit side surface of the wooden sub-floor.

Notwithstanding the foregoing, the Unit shall not include:-

- (a) any loadbearing columns or the structural members or any loadbearing partitions contained within the Unit;
- (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, heating, or drainage which are within any walls or floors and provide services or utilities to more than one Unit.

SCHEDULE "D"

COMMON INTERESTS AND COMMON EXPENSES

Unit	Level	Proportion of Common Interests and Proportion of Contributions to Common Expenses Expressed in percentages
1	1	1.2215%
2	1	1.2189%
3	1	1.2189%
4	1	1.2189%
5	1	1.2189%
6	1	1.2189%
7	1	1.2189%
8	1	1.2215%
9	1	1.2215%
10	1	1.2189%
11	1	1.2189%
12	1	1.2189%
13	1	1.2189%
14	1	1.2189%
15	1	1.2180%
16	1	1.2215%
17	1	1.2189%
18	1	1.2189%
19	1	1.2189%
20	1	1.2189%
21	1	1.2189%
22	1	1.2189%
23	1	1.2215%
24	1	1.2215%
25	1	1.2189%
26	1	1.2189%
27	1	1.2189%
28	1	1.2189%
29	1	1.2189%
30	1	1.2189%
31	1	1.2215%

## SCHEDULE "D"

Page 2

Unit	Level	Proportion of Common Interests and Proportion of Contributions to Common Expenses expressed in percentages
32	1	1.2215%
33	1	1.2189%
34	1	1.2189%
35	1	1.2189%
36	1	1.2180%
37	1	1.2215%
38	1	1.2189%
39	1	1.2189%
40	1	1.2189%
41	1	1.2189%
42	1	1.2189%
43	1	1.2189%
44	1	1.2215%
45	1	1.2215%
46	1	1.2189%
47	1	1.2189%
48	1	1.2189%
49	1	1.2189%
50	1	1.2189%
51	1	1.2189%
52	1	1.2215%
53	1	1.2215%
54	1	1.2189%
55	1	1.2189%
56	1	1.2189%
57	1	1.2189%
58	1	1.2189%
59	1	1.2189%
60	1	1.2215%
61	1	1.2215%
62	1	1.2189%
63	1	1.2189%
64	1	1.2189%
65	1	1.2189%
66	1	1.2215%

Unit	Level	Proportion of Common Interests and Proportion of Contributions to Common Expenses expressed in percentages
67	1	1.2215%
68	1	1.2189%
69	1	1.2189%
70	1	1.2189%
71	1	1.2189%
72	1	1.2189%
73	1	1.2189%
74	1	1.2215%
75	1	1.2215%
76	1	1.2189%
77	1	1.2189%
78	1	1.2189%
79	1	1.2189%
80	1	1.2189%
81	1	1.2189%
82	1	1.2215%
TOTAL		100 %

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

- (a) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (b) remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (c) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager or management services;
- (d) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (e) the cost of legal, accounting and auditing services;
- (f) the costs of appraisals necessary for insurance purposes;
- (g) the fees and disbursements of an Insurance Trustee;
- (h) the cost of maintaining fidelity bonds as may be provided in the by-laws;
- (i) The cost of borrowing money, provided each and every such borrowing is approved by a special meeting of the owners called for the purpose of approving such borrowing, for the purpose of carrying out the objects and duties of the corporation.
- (j) the cost of water and all other utilities and services and maintenance materials used or provided by the Corporation;
- (k) all sums of money acquired by the Corporation in addition to any charges, any levies for the repair, maintenance, replacement and operation of the common elements and any charges or levies for any addition, alteration or improvement to or renovation of the common elements as provided in The Act.

SCHEDULE "F"

EXCLUSIVE COMMON ELEMENTS

- (a) That portion of the common elements to which the Unit has sole access, together with the walkway and vestibule area, adjacent to the front entrance to the Unit, all as designated on Part 1, of Sheet 2 of the Description by being numbered the same number as the Unit with the suffix "A".
- (b) Any patio or deck to which the Unit has sole access, together with that portion of the common elements to which the Unit has sole access, adjacent to the rear entrance to the Unit, as designated on Part 1, of Sheet 2 of the Description by being numbered the same number as the Unit with the suffix "B".
- (c) The inner surface of the glass windows attached to the Unit and the interior side of the exterior doors which provide the means of ingress to and egress from the Unit.

DATED: August 1st 1975

4608

Re.

Received in the Office of Land Titles  
at Barrie at 4:15 pm  
on the 22 day of Dec 1975

and entered in  
Parcel # 11, Common Elements,  
Constitution, Index  
Section  
Con. Corp. Index

*[Signature]*  
Dep. Land Registrar

Received  
12-1  
51-1514

DECLARATION BY KANIEFF  
CONSTRUCTION LIMITED  
Pursuant to the Condominium Act,  
1970

WEIR & MARKSON  
BARRISTERS & SOLICITORS  
2580 Hurontario Street  
Mississauga, Ontario.

9/05

THE OWNERS

SIMCOE CONDOMINIUM CORPORATION NO.11

The contents of this brochure are, where applicable,  
the registered condominium documents.

Since many changes have been required by various  
authorities, the Declarant has reprinted all of them as  
they currently exist.

The new budget has been revised in light of increased  
costs as well as provision for a reserve for future expenses.

KANEFF CONSTRUCTION LIMITED

PUBLISHED BY:

Perquisites Limited  
2339 Woking Crescent  
MISSISSAUGA, Ontario  
L5K 1Z5